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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 44 OF 51

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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

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: 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: 08/22/17
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)	$1,671,983.55	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$111,679.45	
New Work Performed to Date	$1,783,663.00	
Less 10 % Retainage	$178,366.30	
Amount Earned to Date	$1,605,296.70	
Less Previous Net Billings	$1,504,785.19	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$100,511.51	

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		
08/31/17	13026000 - 08	13026000 . PE# 08 . 17.08		
Gross Amount		Retainage Amt	Net Amount	
$111,679.45		$5,583.97	$100,511.51	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO				NO

Hold Codes: PM Approval
O/F
Lower Tier Waivers

Approvals:

PM / Date

CA 08/22/17
PA / Date

APA / Date

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Balfour Beatty
Construction

Request for Payment

Pay Request #: 8
Work Performed Through: 08/31/17

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: 08/20/17
Owner: Library Associates, LLC

Description of Work: Tile

Original Contract Amount	$3,348,828.00	
Change Order Total (Through C/O #: 3)	-$9,802.00	
Total Revised Contract	$3,339,026.00	
Previous Work Performed to Date(SSR)	$1,671,983.55	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site		
Current Month Gross	$111,679.45	
New Work Performed to Date	$1,783,663.00	
Less 10 % Retainage	$178,366.30	
Am. . Earned to Date	$1,605,296.70	
Less Previous Net Billings	$1,504,785.19	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$100,511.51	

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	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.
	42040	111420	13026000	24

Date	Invoice #	Description
08/31/17	13026000 - 08	13026000 . PE# 08 . 17.08

Gross Amount	Retainage Amt	Net Amount
$111,679.45	$5,583.97	$100,511.51

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

Hall Codes:

A[illegible]ls:

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: 2302128568
Draw: CL201708Aug
Invoice date: 8/20/2017
Period ending date: 8/31/2017

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		$1,783,663.00
Add-ons to date	$0.00	
Taxes to date	$0.00	
Less retainage	$178,366.30	
Total completed less retainage		$1,605,296.70
Less previous requests	$1,504,785.19	
Current request for payment		$100,511.51
Current billing		$111,679.45
Current additional charges	$0.00	
Current tax	$0.00	
Less current retainage	$11,167.94	
Current amount due		$100,511.51
Remaining contract to bill	$1,733,729.30	

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: _____

Date: _____

State Of North Carolina County Of Wake

Subscribed and sworn to before me this 21st day of August, 2017

Notary Public Tammy D. Snow

My commission expires: 6-27-20

TAMMY D SNOW NOTARY PUBLIC JOHNSTON COUNTY, NC

R - 21503

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REQUEST FOR PAYMENT DETAIL

Project: SC5-104 / Hotel at Marion Square | Invoice: 2302128568 | Draw: CL201708Aug | Period Ending Date: 8/31/2017 |

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	14,232.40			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		51,653.60		51,653.60	80.00	12,913.40	5,165.36
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 - 21504

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REQUEST FOR PAYMENT DETAIL

Project: SC5-104 / Hotel at Marion Square | Invoice: 2302128568 | Draw: CL201708Aug | Period Ending Date: 8/31/2017 |

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	17,869.60		84,880.60	95.00	4,467.40	8,488.06
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	13,167.50		50,036.50	95.00	2,633.50	5,003.65

R - 21505

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REQUEST FOR PAYMENT DETAIL

Project: SC5-104 / Hotel at Marion Square | Invoice: 2302128568 | Draw: CL201708Aug | Period Ending Date: 8/31/2017 | 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		17,930.40		17,930.40	20.00	71,721.60	1,793.04
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		10,074.60		10,074.60	20.00	40,298.40	1,007.46
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 - 21506

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REQUEST FOR PAYMENT DETAIL

Project: SC5-104 / Hotel at Marion Square Invoice: 2302128568 Draw: CL201708Aug Period Ending Date: 8/31/2017

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		16,251.75		16,251.75	25.00	48,755.25	1,625.17
CO 01	Deduct to modify work	-19,085.00		-15,268.00		-15,268.00	80.00	-3,817.00	-1,526.80
CO 02	Zero Change order								
CO 03	Guestroom Mockup Glass	9,283.00						9,283.00	
		3,339,026.00	1,671,983.55	111,679.45		1,783,663.00	53.42	1,555,363.00	178,366.30

R - 21507

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Balfour Beatty Construction

Exhibit F1

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

dersigned, 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, materia's 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 $ 100,511.51 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 8/31/2017
(Insert date through which release is given)

(the "Release Period"); and, (2) waives, releases and relinquishes any and all c aims 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 cla ms 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 abor or services, or supplied or furnished materials, equipment, furniture and furnishings, contractor in connection with the Work have been pa d 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 ien, 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 18th day of August 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 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: Tammy D Snow
Notary Public

My Commission expires: 4-7-20

TAMMY D SNOW NOTARY PUBLIC JOHNSTON COUNTY NC

Notary Seal

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 $ 100,511.51 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 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 ON 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.

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 21st day of August, 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.

TAMMY D. SNOW NOTARY PUBLIC JOHNSTON COUNTY, NC

_____
NOTARY PUBLIC, STATE OF North Carolina

My Commission Expires: 6-7-20

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DAVID ALLEN COMPANY

Change Order Log

Job Name:	**The Hotel at Marion Square**
Job Number:	**SC5-104-01**
GC/CM:	**Balfour Beatty**
PCO Location:	PCO Folder

Cost Incurred/Pending CO vs. Contract Value

6.732%

	DAC PCO#	Change Description	GC Ref.	Date Submitted	Amount	Approved	Change Order #	Cost Incurred/ Pending CO/Pymt	No Cost Incurred/ Pending CO	CO Status
$3,348,828		Original Contract			$3,348,828					
-	1	Add Trend Glass at QQ Guest Room		12/22/15	307,127	-		-	-	Rejected
$9,283	2	Add Trend Glass at QQ Mock Up Room		3/22/16	9,283	$9,283	3	-	-	Approved
-	3	Add for Mock up Changes		3/22/16	5,713	-		$5,713	-	Complete / Pending
-	4	Mud at 221B and 222B		4/27/16	565	-		-	$565	Submitted/Pending
($19,085)	5	Delete QT-2 & 3 add epoxy flooring(Dept. 17)			-19,085	($19,085)	1	-	-	Approved
($45,200)	6	IHCO 01A Delete QT-2 & 3 add epoxy flooring(Dept. 17)			-45,200	($45,200)	IHCO 01A	-		Approved
-	7	Cost Impack Through April 30, 2017		6/20/17	35,104	-		$35,104		Complete / Pending
-	8	Credit for SF-09 Thin Brick Wall at Roof Top Bar		7/3/17	-16,810	-		-	($16,810)	Submitted/Pending
-	9	SI-48 Add of Shower & Wine Cabinet Tile		7/21/17	14,138	-			$14,138	Submitted/Pending
$0	10	RFI-0166 Roof Top Bar [To be incorporated later]				$0			-	
-	11	Extra Work Ticket - Level off floors in 2nd floor gang restrooms.		7/21/17	8,266	-		$8,266	-	Complete / Pending
-	12	Creating Proper Slope on Individual Planes on 6th Floor Terrace		7/21/17	16,970	-		$16,970		Complete / Pending
-	13	Creating Proper Slope on Individual Planes on 6th Floor Terrace		7/21/17	24,148	-		$24,148	-	Complete / Pending
-	14	Extra Work Ticket - Surface Prep & Providing Proper Slope on 3rd Floor		7/21/17	10,468	-		$10,468	-	Complete / Pending
-	15	Flat Door Openings on 6th Floor West Side Terrace		7/21/17	2,999	-		$2,999	-	Complete / Pending
-	16	Prep Work on 9th Floor Roof Terrace		7/21/17	14,388	-		$14,388	-	Complete / Pending
-	17	Finish Mud Bed on Last two 9th Floor Cabanas		7/21/17	8,469	-		$8,469	-	Complete / Pending
-	18	Finish Mud Bed on North Side of Pool Deck 9th Floor		7/21/17	37,244	-		$37,244	-	Complete / Pending
-	19	Finish Mud Bedfor 80% South Side of Pool Deck 9th Floor		7/21/17	32,401	-		$32,401	-	Complete / Pending
-	20	Extra Work Ticket - Self Level & Raise 1st Floor Public Restroom		7/21/17	2,708	-		$2,708	-	Complete / Pending
-	21	Extra Work Ticket - Sloping on 9th Floor Pool & Cabana		7/24/17	22,856	-		$22,856	-	Complete / Pending
$0	22	Revised Schedule (4/11/16)		4/20/16	0	$0		-	-	Approved
$0						$0		-	-	
$0						$0		-	-	
$0						$0		-	-	
$0						$0		-	-	
$3,293,826	Current Contract				*$471,752*	*-$55,002*		*$221,734*	*-$2,107*	

R - 21510

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Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	8/20/2017

PRIME SUB'S NAME	David Allen Company, INC.
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 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		$300,093.07	7/20/2017	7/31/2017	PARTIAL		
Daltile	No				YES		$30,739.52	8/15/2017	7/31/2017	PARTIAL		
Emser Tile	No				YES		$59,838.65	6/9/2017	7/31/2017	PARTIAL		
Palmetto Tile	No				YES		$5,917.55	7/5/2017	None			
D & S Flooring Corp.	No				YES		$6,048.00	4/4/2017	7/31/2017	PARTIAL		
Jeff Seibert	No				YES		$7,780.00	2/23/2016	6/30/2017	PARTIAL		
Vicvilla Tile LLC	No				YES		$197,510.70	8/15/2017	6/30/2017			
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	

R - 21511

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Balfour Beatty

Hotel at Marion Square - Subcontractor Pay Application Checklist

Pay Applicaton Thru:

Item Description	Submitted	Reviewed	Comments
Application for Payment Documentation			
Request for Payment / Payment Application standard BBC form - all subcontractors must use	8/21/2017		
Schedule of Values (SOV) - matches AIA G703	8/21/2017		
Conditional Waiver and Release on Progress Payment	8/21/2017		
Subguard Sub-Tier / Supplier Releases - form submitted by subcontractor that tells us who needs to be joint checked	8/21/2017		
Subcontractor Supplier Invoices - back up for joint checks, if applicable	N/A		
Subcontractor Joint Check List - internal form used when joint checks are required	N/A		
Approved certificate of insurance through the payment requisition date	N/A		
Stored materials back up documentation, if applicable	N/A		
Owner Waiver	8/21/2017		
If applicable, subcontractor change request log (for purposes of verifying with the project cost event logs)	N/A		

R - 21512

Function Owner: Nancy Novak
Document Owner: Tammy Yang
UNCONTROLLED WHEN PRINTED OR DOWNLOADED

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WINFORD LINDSAY ARCHITECT

344 West Pike Street
Lawrenceville, GA 30045
Tel. 770-963-8989
FAX 770-822-9498

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Transmittal

Date : 9/25/17

Project : Hotel at Marion Square

Project No. : **209007**

To : **Library Associates (Bennett Hosp.)**
Rice Mill Building
17 Lockwood Drive
Charleston SC 20464

Attn : **Kim Brown**

From : Jennifer Faulkinberry

Transmitting

	The Following :	VIA :
☒ Herewith	☐ Prints	☐ USPS
☐ Under Separate Cover	☐ Specifications	☒ Federal Express
☐ Per Your Request On :	☐ Shop Drawings	☐ Pick-Up
☐	☐ Sketches	☐ Courier
	☒ Originals	☐
	☐	

For :

☐ Approval	☐ Distribution	☐
☒ Your Use	☐ Record	
☐ Review & Comment	☐ Signature & Return to this Office	

Copies	Date	Description
1	9/25/17	Signed AFP #29

Remarks

For processing.

Copy

☐
☐
☐

R - 21513

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

OWNER	**LIBRARY ASSOCIATES, LLC.** 17 Lockwood Drive, Suite 400 Charleston, SC 29401	PROJECT	**THE HOTEL AT MA. . .ON 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		
Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
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: [signature] 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 2017

Notary Public: [signature]

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: [signature] 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

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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	35,882.18	-	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	2,228,514.00		(100,000.00)	2,128,514.00	1,778,278.00	-	-	1,778,278.00	83.5%	350,336.00	25,000.00
13	03A	CAST-IN-PLACE CONCRETE	7,337,695.00		163,587.93	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	101,836.74	-	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)	1,263,597.00			1,263,597.00	252,918.00	-	-	252,918.00	19.7%	1,010,679.00	25,291.80
23	08H	INTERIOR GLAZING	1,154,577.00		926,818.50	2,081,395.50	1,497,190.80	73,875.50	-	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	259,000.00		(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	06A	ROUGH CARPENTRY	211,677.00		35,000.00	246,677.00	216,492.66	6,659.18	-	223,151.84	90.5%	23,485.16	22,315.18
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	3,585,795.22	215,364.55	-	3,801,160.77	95.8%	164,997.23	380,116.08
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	857,656.97	-		857,656.97	87.1%	127,216.03	85,765.70
38	13A	POOL	365,864.00		32,450.00	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	67,114.45	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,	-	60,241.74	(60,827.77)	(586.03)	-	-	-	-	0.0%	(586.03)	-
53	OCO 3	RCO 14, RCO 27R1, RCO 9R1, RCO 20R1	-	1,048,791.54	(1,048,791.54)	-	-	-	-	-	#DIV/0!	-	-
54	OCO 4	RCO 17R1, RCO 40	-	12,874.68	(12,874.68)	-	-	-	-	-	#DIV/0!	-	-
55	OCO 5	RCO 22, RCO 28, RCO 33, RCO 47, RCO 50, RCO53, RCO 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 65, RCO 67, 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	43,617,453.11	1,509,161.59	76,063.01	45,402,677.71	77.4%	13,277,107.70	4,365,658.77

R - 21515

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CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT

containing Contractor's signed ...ate, is attached.

In tabulations below, amount ...ed to the nearest dollar.

Use Column I on Contracts whe... ...riable retainage for line items may apply.

CONTINUATION G703

PROJECT # 13026000

...JECT THE HOTEL AT MARION SQUARE
CHARLESTON, SC
0 LIBRARY ASSOCIATES, LLC.

APPLICATION N... ...R 29
PERIO... ... 08/01/2017
PERI... ...O 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 (D + E)	% COMPLETE (F/C3)	BALANCE TO FINISH (C3 - F)	RETAINAGE
		-1-	-2-		-3-							
55	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 - 21516

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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
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 Ramsay
Print Name

Balfour Beatty Construction, LLC
a Delaware limited liability company

Signature
Nick Starcevic, Proj. Manager
Print Name & Title

STATE OF South Carolina

COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 15 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 SC DL 104 214882 (type Identification) as identification.

NOTARY PUBLIC, STATE OF South Carolina
My Commission Expires: 06-21-23

Stored Materials Inventory

Form #4b

BORROWER:	Library and Associates, LLC	DATE:	8/31/2017
PROJECT NAME:	The Hotel at Marion Square	DRAW #	29
GENERAL CONTRACTOR	Balfour Beatty Construction, LLC	PERIOD ENDING DATE:	8/31/2017

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	$44,500.00	$27,384.01	$0.00	$71,884.01	$7,188.40
	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	$154,219.00	$48,679.00	$0.00	$202,898.00	$20,289.80
	Millwork (L1, L2, L9)	Ladson, SC	Low Country	$116,342.00	$0.00	$7,246.00	$109,096.00	$10,909.60
	Hard Tile	Lexington, SC	David Allen	$946,176.15	$0.00	$393,527.85	$552,648.30	$55,264.83
	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	$12,310.00	$0.00	$12,310.00	$0.00	$0.00
TOTALS/SUBTOTALS								

R - 21518

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Balfour Beatty
Construction

Owner – Architect Notification Log – August 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 - 21519

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Balfour Beatty
Construction

Request for Payment

Pay Request # 6
Work Performed Through: 08/31/17

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
Job No.: 13026400
Date: 08/22/17
Owner: Library Associates, LLC

Description of Work: Crane

Original Contract Amount	$55,000.00	
Change Order Total	$44,197.12	
Through C/O #		
Total Revised Contract	$99,197.12	
Previous Work Performed to Date(SSR)	$88,403.65	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$10,793.47	
New Work Performed to Date	$99,197.12	
Less % Retainage	$0.00	
Amount Earned to Date	$99,197.12	
Less Previous Net Billings	$88,403.65	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$10,793.47	

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
08/31/17	13026400 - 06	13026400 . PE# 06 . 17.08

Gross Amount	Retainage Amt	Net Amount
$10,793.47	$539.67	$10,793.47

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

Halt Codes: 02- OWNER FUNDING
PM APP
No lower Tiers
Change Orders

Approvals:

PM / Date

CA 08/22/17
PA / Date

APA / Date

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO CONSTRUCTION MANAGER
Balfour Beatty Construction
1930 Camden Rd. Suite 260
Charlotte, NC 28210

FROM CONTRACTOR
Maxim Crane Works LP
420 Grange Road
Port Wentworth, Ga 31407

CONTRACT FOR: CONSTRUCTION

PROJECT: **HOTEL AT MARION SQUARE**

VIA ARCHITECT

APPLICATION NO: **6**

PERIOD TO: **08/18/17**

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	$	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)	$	99,197.12
5. RETAINAGE	$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	99,197.12
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	88,403.65
8. CURRENT PAYMENT DUE	$	10,793.47
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	(19,697.12)

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

The undersigned Construction Manager (CM) certifies that to the best of the CM's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the CM for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

SUBCONTRACTOR

By: _____ Date: _____

CONTRACTOR

By: [signature] Date: 8-18-17

CONSTRUCTION MANAGER

By: _____ Date: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT REQUESTED ..... $ 10,793.47

(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
rs may obtain validation of this document by requesting a completed AIA Document D40[illegible] ertification of Document's Authenticity from the Licensee.

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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 #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 0%
1	55 Ton Rough Terrain Crane	55,000.00	24,500.00	79,500.00	31,666.66	2,333.33	-	33,999.99	42.77%	45,500.01	-
2	Operator			79,500.00	43,350.00	6,870.00	-	50,220.00	63.17%	(4,719.99)	-
3	Operator OT			79,500.00	1,050.00	75.00	-	1,125.00	1.42%	(5,844.99)	-
4	Freight In - Crane			79,500.00	1,100.00	-	-	1,100.00	1.38%	(6,944.99)	-
5	4% Fuel Surcharge			79,500.00	3,307.83	415.14	-	3,722.97	4.68%	(10,667.96)	-
6	Crane Mats			79,500.00	5,729.16	-	-	5,729.16	7.21%	(16,397.12)	-
7	Freight In - Crane Mats			79,500.00	1,100.00	-	-	1,100.00	1.38%	(17,497.12)	-
8	Freight Out - Crane			79,500.00	550.00	550.00	-	1,100.00	1.38%	(18,597.12)	-
9	Freight Out - Mats			79,500.00	550.00	550.00	-	1,100.00	1.38%	(19,697.12)	-
10				-	-	-	-	-	#DIV/0!	-	-
11				-	-	-	-	-	#DIV/0!	-	-
12				-	-	-	-	-	#DIV/0!	-	-
13				-	-	-	-	-	#DIV/0!	-	-
14				-	-	-	-	-	#DIV/0!	-	-
15				-	-	-	-	-	#DIV/0!	-	-
16				-	-	-	-	-	#DIV/0!	-	-
17				-	-	-	-	-	#DIV/0!	-	-
18				-	-	-	-	-	#DIV/0!	-	-
19				-	-	-	-	-	#DIV/0!	-	-
20				-	-	-	-	-	#DIV/0!	-	-
21				-	-	-	-	-	#DIV/0!	-	-
22				-	-	-	-	-	#DIV/0!	-	-
23				-	-	-	-	-	#DIV/0!	-	-
24				-	-	-	-	-	#DIV/0!	-	-
25				-	-	-	-	-	#DIV/0!	-	-
26				-	-	-	-	-	#DIV/0!	-	-
				-	-	-	-	-	#DIV/0!	-	-
	GRAND TOTALS	55,000.00	24,500.00	79,500.00	88,403.65	10,793.47	0.00	99,197.12	124.78%	-19,697.12	0.00

R - 21522

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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 Maxim Crane Works LP (the "Lienor") for and in consideration of the payment of the sum of $ 10,793.47 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 27th 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 18th day of August, 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

DORIS B. BAGLEY NOTARY PUBLIC COLUMBIA COUNTY, GEORGIA

The foregoing instrument was acknowledged before me this 18th day of August, 2017, 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

My Commission Expires: 8-10-18

Notwithstanding anything to the contrary above, this release shall be effective upon the actual receipt of payment by Releasor and shall apply solely to Claims relating to payment, bonds and associated liens.

Balfour Beatty
Construction

Request for Payment

Pay Request # PE03
Work Performed Through: 08/31/17

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: 08/08/17
Owner: Library & Associates

Description of Work: Rental Equipment

Original Contract Amount	$19,399.36	
Change Order Total	$45,412.03	
Through C/O #: 0		
Total Revised Contract	$64,811.39	
Previous Work Performed to Date(SSR)	$40,989.31	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross		
New Work Performed to Date	$64,811.39	
Less 0 % Retainage	$0.00	
Amount Earned to Date	$64,811.39	
Less Previous Net Billings	$40,989.31	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$23,822.08	

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 - PE03	13026400 . PE# PE03 . 170831

Gross Amount	Retainage Amt	Net Amount
$0.00	$0.00	$23,822.08

Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400 30160500.35	NO

Hold Codes: 03- Cond Prog

Approvals:
PM / Date
CA 08/08/17
PA / Date
APA / Date

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EXHIBIT A

Sunbelt Rentals

Marion Square

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

August 31, 2017

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		
6/29/2017	69061999-0003		$ 1,366.10	
6/29/2017	69826594-0002		$ 1,176.51	
8/4/2017	70811403-0002		$ 8,403.41	
8/10/2017	70952956-0001		$ 2,209.27	
8/12/2017	69599520-0003		$ 1,791.47	
8/17/2017	70811403-0003		$ 35.97	
8/21/2017	69810419-0003		$ 5,658.93	
8/23/2017	70811403-0004		$ 2,474.85	
8/30/2017	71375435-0001		$ 705.57	

SUNBELT RENTALS

SEND ALL PAYMENTS TO:

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

RECEIVED
JUL 10 2017
By

INVOICE NO.	69061999-0003
ACCOUNT NO.	187039
INVOICE DATE	6/29/17
PAGE	1 of 1

INVOICE TO

1oz - 901 - 1142
BBC-CHARLOTTE-MAIN OFFICE ONLY
1930 CAMDEN RD
CHARLOTTE NC 28203-4777

RECEIVED BY	CONTRACT NO
Dale, Marty	69061999
PURCHASE ORDER NO.	
PENDING	
JOB NO.	
1 - MARION SQUARE HO	
BRANCH	

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	CONCRETE GRINDER DUAL DISC ELECTRIC 879262 Make: EDCO Model: 2ECNG1.5 Ser #: 160510012 Billed from 6/09/17 thru 6/21/17	130.00	130.00	430.00	895.00	860.00
1	VACUUM DUST EXTRACTOR 120V 120-200CFM 900354 Make: EDCO Model: VAC200 Ser #: 160503	62.00	62.00	188.00	431.00	376.00
	Rental Sub-total:					1236.00

SALES ITEMS:

Qty	Item number	Unit	Price	
1	ENVIRONMENTAL ENVIRONMENTAL	EA	17.300	17.30

FINAL BILL: 6/09/17 08:00 AM THRU 6/21/17 04:15 PM.

Batch #2483119
Doc # 1523307
Paid 8/22/17

Vendor # 118532 PA CA 8/22/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
1302640	42085	10142200	$ 1,366.10
			$

MGR APPROVAL

LESS Retainage Withheld $

Net Amount Due $

Payment number. 203634

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	1,253.30
SALES TAX	112.80
INVOICE TOTAL	1,366.10

R - 21526

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

SUNBELT RENTALS

SEND ALL PAYMENTS TO:

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

RECEIVED
JUL 10 2017
By

INVOICE NO.	69826594-0002
ACCOUNT NO.	187039
INVOICE DATE	6/29/17
PAGE	1 of 1

INVOICE TO

1oz - 901 - 1143
BBC-CHARLOTTE-MAIN OFFICE ONLY
1930 CAMDEN RD
CHARLOTTE NC 28203-4777

RECEIVED BY	Dale, Marty
CONTRACT NO.	69826594
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	3,500LB MINI EXCAVATOR 649817 Make: JOHN DEERE Model: 17D Ser #: 1FF017DXJEK222478 HR OUT: 850.000 HR IN: 853.600 TOTAL: 3.600 Billed from 6/12/17 thru 6/21/17	200.00	200.00	625.00	1350.00	1025.00
1	12" COMPACT EXCAVATOR BUCKET					N/C
			Rental Sub-total:			1025.00

SALES ITEMS:

Qty	Item number	Unit	Price	
1	SCHERS2 SC 2.5% HEAVY EQUIP. RENTAL SURCHARGE	EA	25.630	25.63
1	ENVIRONMENTAL ENVIRONMENTAL	EA	14.350	14.35
2	DIESEL 2141XXX000	EA	8.250	16.50

FINAL BILL: 6/12/17 08:00 AM THRU 6/21/17 04:15 PM.

Vendor # 118532 PA CD 8122117

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
1 30264(0)	42035	1a142200	$ 1,176.51
			$

MGR APPROVAL — LESS Retainage Withheld $

Net Amount Due $

Batch # 2483119
Doc # 1523309
Paid 8/22/17

Payment number. 203634

Equipment. Service. Guaranteed.

EMIT TO:

JNBELT RENTALS, INC.
O BOX 409211
TLANTA, GA 30384-9211

NET DUE UPON RECEIPT

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

SUBTOTAL	1,081.48
SALES TAX	95.03
INVOICE TOTAL	1,176.51

R-21527

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

SUNBELT RENTALS

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

RECEIVED
AUG 14 2017
BY

INVOICE NO.	70811403-0002
ACCOUNT NO.	187039
INVOICE DATE	8/04/17
PAGE	1 of 1

INVOICE TO

1oz - 898 - 1084
BBC-CHARLOTTE-MAIN OFFICE ONLY
1930 CAMDEN RD
CHARLOTTE NC 28203-4777

RECEIVED BY	Spano, Tim
CONTRACT NO.	70811403
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: 1974.000 HR IN: 1974.800 TOTAL: .800	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
	DELIVERY CHARGE			205.00
	PICKUP CHARGE			205.00

BILLED FOR FOUR WEEKS 7/19/17 THRU 8/15/17.

Vendor # 118582 PA CA 8/22/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
1302640 0	42085	10142200	$8,403.41
			$

MGR APPROVAL

LESS Retainage Withheld $

Batch # 2483119
Doc # 1523305
Paid 8/22/17

Payment number. 203634
date: 8/23/17

Equipment. Service. Guaranteed.

SUBTOTAL	7,724.00
SALES TAX	679.41
INVOICE TOTAL	8,403.41

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 - 21528

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

SUNBELT RENTALS

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

INVOICE NO.	70952956-0001
ACCOUNT NO.	187039
INVOICE DATE	8/10/17
PAGE	1 of 1

RECEIVED
AUG 18 2017
By

INVOICE TO

1oz - 884 - 1064
BBC-CHARLOTTE-MAIN OFFICE ONLY
1930 CAMDEN RD
CHARLOTTE NC 28203-4777

RECEIVED BY: Spanno, Tim
CONTRACT NO.: 70952956
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	CONCRETE GRINDER DUAL DISC ELECTRIC 879262 Make: EDCO Model: 2ECNG1.5 Ser #: 160510012 #CALL WHEN AVAIALBLE	130.00	130.00	430.00	895.00	895.00
1	VACUUM DUST EXTRACTOR 120V 120-200CFM 900356 Make: EDCO Model: VAC200 Ser #: 160506	81.00	81.00	240.00	700.00	700.00
				Rental Sub-total:		1595.00

SALES ITEMS:

Qty	Item number	Unit	Price	
4	M501MC MAGNA-TRAP,1-SEG.MED CON 3PK,MAGNATRAP	PK	74.880	299.52
1	DLPKSRCHG TRANSPORTATION SURCHARGE	EA	10.000	10.00
1	ENVIRONMENTAL ENVIRONMENTAL	EA	22.330	22.33
	DELIVERY CHARGE			50.00
	PICKUP CHARGE			50.00

BILLED FOR FOUR WEEKS 7/24/17 THRU 8/20/17.

Vendor # 118532 PA CA 8/22/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026400	42035	16142200	$ 2,209.27
			$

MGR APPROVAL

LESS Retainage Withheld $

Net Amount Due $

Payment number 203634
Date - 8/23/2017

Batch # 2483119
Doc # 1523304 Paid 8/22/17

Equipment. Service. Guaranteed.

SUBTOTAL	2,026.85
SALES TAX	182.42
INVOICE TOTAL	2,209.27

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.

R-21529

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

SUNBELT RENTALS

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

INVOICE NO.	69599520-0003
ACCOUNT NO.	187039
INVOICE DATE	8/12/17
PAGE	1 of 1

RECEIVED
AUG 21 2017
BY

INVOICE TO

1oz - 1044 - 1277
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.	69599520
PURCHASE ORDER NO.	404
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	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 7/28/17 THRU 8/24/17.	EA	22.190	22.19

Batch # 2484534
Doc # 1524398
Paid: 8/24/17

Vendor # 118532 PA CA 8/28/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
1308400	42035	10142200	$ 1,291.49
			$

MGR APPROVAL _____ LESS Retainage Withheld $ _____

Payment number: 203964
date: 8/24/17

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 1-1/2% per month charge.

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

4 WEEK BILL

R - 21530

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

SUNBELT RENTALS

SEND ALL PAYMENTS TO:

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

RECEIVED
AUG 25 2017

INVOICE NO.	70811403-0003
ACCOUNT NO.	187039
INVOICE DATE	8/17/17
PAGE	1 of 1

INVOICE TO

toz - 889 - 1085
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

704-319-4000

RECEIVED BY	Spano, Tim
CONTRACT NO.	70811403
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

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: 2049.000	TOTAL: 75.000				
SALES ITEMS:						
Qty	Item number	Unit	Price			
4	DIESEL	EA	8.250			33.00
	2141XXX000					
	FINAL BILL: 8/16/17 08:00 AM THRU 8/11/17 02:15 PM.					

Vendor # 118532 PA CA 8/28/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
1398640	42035	1014200	$ 35.97
			$

MGR APPROVAL

LESS Retainage withheld $

Net Amount Due $

Batch # 2480582
Doc # 1526949
Paid: 8/28/17

Payment number. 204945
date: 8/29/17

Equipment. Service. Guaranteed.

SUBTOTAL	33.00
SALES TAX	2.97
INVOICE TOTAL	35.97

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-21531

RENTAL RETURN

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

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

SUNBELT RENTALS

INVOICE NO.	69810419-0003
ACCOUNT NO.	187039
INVOICE DATE	8/21/17
PAGE	1 of 1

AUG 29 2017

INVOICE TO

1oz - 1054 - 1280
BBC-CHARLOTTE-MAIN OFFICE ONLY
1930 CAMDEN RD
CHARLOTTE NC 28203-4777

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

704-319-4000

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

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 8/04/17 THRU 8/31/17.			

Batch # 2490034
Doc # 152965

Vendor # 118532 PA CA 8/30/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
1302640	42035	10140200	$ 5,658.93
			$

MGR APPROVAL

LESS Retainage Withheld $

Net Amount Due $

Payment number- 205862 payment date. 08/30/2017

Equipment. Service. Guaranteed.

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

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 1-1/2% per month charge.

R - 21532

4 WEEK BILL

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

SUNBELT RENTALS

SEND ALL PAYMENTS TO:

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

INVOICE NO.	70811403-0004
ACCOUNT NO.	187039
INVOICE DATE	8/23/17
PAGE	1 of 1

SEP 05 2017

INVOICE TO

1oz - 948 - 1162
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

704-319-4000

RECEIVED BY	Spano, Tim
CONTRACT NO.	70811403
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

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: 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.	1100.00	1100.00	2900.00	7000.00	N/C

SALES ITEMS:

Qty	Item number	Unit	Price	
1	RCR CUSTOMER RESPONSIBILITY BILLING Invoice is for damages to manlift basket	EA	2270.500	2270.50

Batch # 249941
Doc # 1534031
Paid. 9/7/17

Vendor # 118582 PA CA 9/7/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026000	42085	10192200	$2,474.85
			$

MGR APPROVAL

LESS Retainage Withheld $

Net Amount Due $

Equipment. Service. Guaranteed.

EMIT TO:

UNBELT RENTALS, INC.
O BOX 409211
TLANTA, GA 30384-9211

NET DUE UPON RECEIPT

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

R-21533

SUBTOTAL	2,270.50
SALES TAX	204.35
INVOICE TOTAL	2,474.85

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

SUNBELT RENTALS

SEND ALL PAYMENTS TO:

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

INVOICE NO.	71375435-0001
ACCOUNT NO.	187039
INVOICE DATE	8/30/17
PAGE	1 of 1

RECEIVED
SEP 05 2017
BY

INVOICE TO

1oz - 823 - 1014
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

704-319-4000

RECEIVED BY	Spanno, Tim
CONTRACT NO.	71375435
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

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1	3000PSI GAS COLD WATER PRESSURE WASHER 877889 Make: SHARK Model: DGA303037	80.00	80.00	180.00	450.00 Ser #: 11072480-100066	450.00
2	PRESSURE WASHER HOSE	5.00	5.00	10.00	31.00	62.00
				Rental Sub-total:		512.00

SALES ITEMS:

Qty	Item number	Unit	Price	Amount
1	SBR0160210 FUEL CONVENIENCE CHARGE	EA	9.500	9.50
1	PRESSURE WASHER WAND P.WASHER WAND - CONFIRM IT IS RETURNED	EA		N/C
1	SBR0160210 FUEL CONVENIENCE CHARGE	EA	9.500	9.50
1	DLPKSRCHG TRANSPORTATION SURCHARGE	EA	10.000	10.00
1	ENVIRONMENTAL ENVIRONMENTAL	EA	6.300	6.30
	DELIVERY CHARGE			50.00
	PICKUP CHARGE			50.00

QTY EQUIPMENT # Min Day Week 4 Week Amount

BILLED FOR FOUR WEEKS 8/08/17 THRU 9/04/17.

Batch # 2497941
Doc # 1584029
Paid 9/7/17

Vendor # 118582 PA CA 9/7/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026000	42035	10142200	$ 705.57
			$

MGR APPROVAL

LESS Retainage Withheld $

Net Amount Due $

Equipment. Service. Guaranteed.

SUBTOTAL	647.30
SALES TAX	58.27
INVOICE TOTAL	705.57

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 1-72% per month charge.

4 WEEK BILL

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 # PE015
Work Performed Through: 08/31/17

Subcontractor's Name: Sunbelt Rentals
Subcontractor's Address: PO Box 409211
Atlanta GA 30384-9211

Phone Number: 615-248-6080
Fax Number:

Project Name: Hotel at Marion Square
Owner: Library & Associates
Job No.: 13026400
Date: 08/08/17

Description of Work: Scaffold Stairs

Original Contract Amount	$10,000.00	
Change Order Total	$63,052.51	
Through C/O #: 0		
Total Revised Contract	$73,052.51	
Previous Work Performed to Date(SSR)	$70,785.88	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$2,266.63	
New Work Performed to Date	$73,052.51	
Less 0 % Retainage	$0.00	
Amount Earned to Date	$73,052.51	
Less Previous Net Billings	$70,785.88	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$2,266.63	

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	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
08/31/17	13026400 - PE015	13026400 . PE# PE015 . 170831

Gross Amount	Retainage Amt	Net Amount
$2,266.63	$113.33	$2,266.63

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

EXHIBIT A

Sunbelt Rentals

Marion Square

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

August 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
7/27/2017	62123476-0016		$ 794.80	PE15-August
8/21/2017	62123476-0017		$ 1,471.83	PE15-August
		$ 70,785.88		

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SUNBELT RENTALS

SEND ALL PAYMENTS TO:

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

INVOICE NO.	62123476-0016
ACCOUNT NO.	187039
INVOICE DATE	7/27/17
PAGE	1 of 1

RECEIVED AUG 04 2017 BY

INVOICE TO

1oz - 959 - 1201
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

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount

BILLED FOR FOUR WEEKS 6/29/17 THRU 7/26/17.

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 1-½% per month charge.

R-21537

4 WEEK BILL

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SUNBELT RENTALS

SEND ALL PAYMENTS TO:

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

RECEIVED AUG 28 2017

INVOICE NO.	62123476-0017
ACCOUNT NO.	187039
INVOICE DATE	8/21/17
PAGE	1 of 1

INVOICE TO

toz - 813 - 967
BBC-CHARLOTTE-MAIN OFFICE ONLY
1930 CAMDEN RD
CHARLOTTE NC 28203-4777

JOB ADDRESS
MARION SQUARE HOTEL GARAGE
MARION SQUARE
CHARLESTON, SC 29401

704-400-2290

RECEIVED BY	RICCI, DAN
CONTRACT NO.	62123476
PURCHASE ORDER NO.	13026000
JOB NO.	16072K0156

BRANCH

CHARLESTON SCAFFOLDING PC072
2291 TECHINCAL PARKWAY
NORTH CHARLESTON, SC 29406
843-747-9158

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
8	TP PIN					N/C
	Billed from 7/27/17 thru 8/10/17					
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	364.70
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
QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount

Rental Sub-total: 364.70

SALES ITEMS:

Qty	Item number	Unit	Price	
1	DLABOR	EA	872.660	872.66
	2218XXX050 DLABOR			
	Dismantle scaffold 08/15			
1	FREIGHT-SCF	EA	185.000	185.00
	FREIGHT EQUIPMENT MOVEMENT			
	Pick up scaffold 08/15			
	FINAL BILL: 7/27/17 08:00 AM THRU 8/10/17 05:00 PM.			

Equipment. Service. Guaranteed.

SUBTOTAL	1,422.36
SALES TAX	49.47
INVOICE TOTAL	1,471.83

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 1-1/2% per month charge.

R-21538

RENTAL RETURN

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Balfour Beatty
Construction

Request for Payment

Pay Request # 17
Work Performed Through: 08/31/17

Subcontractor's Name: Old North State Masonry
Subcontractor's Address: 201 W. Mathews Street
Matthews, NC 28105

Phone Number: 704.815.0591
Fax Number:

Project Name: Hotel at Marion Square
Owner: Library Associates, LLC
Job No.: 13026400
Date: 08/22/17

Description of Work: Masonry

Original Contract Amount	$2,340,000.00	
Change Order Total	$190,984.14	
Through C/O # 0		
Total Revised Contract	$2,530,984.14	
Previous Work Performed to Date(SSR)	$2,296,220.40	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$101,838.74	
New Work Performed to Date	$2,398,059.14	
Less 10 % Retainage	$239,805.91	
Amount Earned to Date	$2,158,253.23	
Less Previous Net Billings	$2,066,598.36	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$91,654.87	

Subcontract [X] Purchase Order [ ]

Other Contract Type:

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

Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status	Finaled	
Insurance Expiration Date	03/01/18	
Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site If yes, attach stored materials checklist	Y [ ]	N [X]
Final Payment If yes, see attached checklist	Y [ ]	N [X]

Owner Billing Number: 14

Owner Payment Rec'd Date:

Payment Terms: Pay When Paid

Pay Select #:

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50540	116124	13026400	532367
Date	Invoice #	Description		
08/31/17	13026400 - 17	13026400 . PE# 17 . 17.08		
Gross Amount		Retainage Amt	Net Amount	
$101,838.74		$5,091.94	$91,654.87	
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 08/22/17
PA / Date

APA / Date

Barnh Ifour 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: **17**

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	$	190,984.14
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	2,530,984.14
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	2,398,059.14
5. RETAINAGE:	$	239,805.91
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	2,158,253.23
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	2,066,598.36
8. CURRENT PAYMENT DUE	$	91,654.87
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	372,730.91

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$114,915.07	$0.00
	$0.00	
Total approved this Month	$81,917.67	$5,848.60
TOTALS	$196,832.74	$5,848.60
NET CHANGES by Change Order	$190,984.14	

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: 8/31/2017

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 . . . . . $ 91,654.87

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

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R - 21540

CONTINUATION SHEET

AIA DOCUMENT G703

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

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

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	430,350.00	-	-	430,350.00	95.00%	22,650.00	43,035.00
4	ARRISCRAFT MATERIAL	$93,000.00		93,000.00	88,350.00	-	-	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		3,500.00	-	3,500.00	50.00%	3,500.00	350.00
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	51,940.00	-	-	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	67,450.00	-	-	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	41,160.00	-	-	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	48,020.00	-	-	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	2,200.00	-	22,000.00	100.00%	-	2,200.00
36	Arriscraft West Elevation Labor/Equipment	$22,000.00		22,000.00	20,900.00	-	-	20,900.00	95.00%	1,100.00	2,090.00

R-21541

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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: 17
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%
37	Amiscraft North Elevation Labor/Equipment	$22,000.00		22,000.00	2,200.00	-	-	2,200.00	10.00%	19,800.00	220.00
38	Amiscraft East Elevation Labor/Equipment	$27,000.00		27,000.00	25,650.00	1,350.00	-	27,000.00	100.00%	-	2,700.00
39	1st Floor South Architectural PC Labor/Equipment	$63,500.00		63,500.00	58,800.00	4,700.00	-	63,500.00	100.00%	-	6,350.00
40	1st Floor West Architectural PC Labor/Equipment	$63,500.00		63,500.00	60,325.00	-	-	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	55,625.00	-	-	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	32,775.00	1,725.00	-	34,500.00	100.00%	-	3,450.00
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	-	8,000.00	100.00%	-	800.00
51	West PC Quions Labor/Equipment	$8,000.00		8,000.00		8,000.00	-	8,000.00	100.00%	-	800.00
52	East PC Quoins Labor/Equipment	$8,000.00		8,000.00	7,200.00	800.00	-	8,000.00	100.00%	-	800.00
53	South PC Arches & Ornamental Labor/Eqipment	$12,500.00		12,500.00	11,200.00	1,300.00	-	12,500.00	100.00%	-	1,250.00
54	3rd Floor PC Divider Wall Labor/Equipment	$11,500.00		11,500.00		11,500.00	-	11,500.00	100.00%	-	1,150.00
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	2,150.00	-	61,000.00	100.00%	-	6,100.00
59	9th 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	800.00	-	8,000.00	100.00%	-	800.00
64	Roof Terrace PC at Pool Deck Labor/Equipment	$6,000.00		6,000.00	3,000.00	3,000.00	-	6,000.00	100.00%	-	600.00
65	Roof Parapet Cap Labor/Equipment	$15,000.00		15,000.00	10,000.00	5,000.00	-	15,000.00	100.00%	-	1,500.00
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

R - 24542

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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: 17
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%
73	CO #12	11,777.52		11,777.52	11,777.52		-	11,777.52	100.00%	-	1,177.75
74	CO #10	(4,247.78)		(4,247.78)	(4,247.78)	-	-	(4,247.78)	100.00%	-	(424.78)
75	CO #11	(1,600.82)		(1,600.82)	(1,600.82)	-	-	(1,600.82)	100.00%	-	(160.08)
76	CO #13	70,145.15		70,145.15	18,331.41	51,813.74	-	70,145.15	100.00%	-	7,014.52
77				-			-	-	#DIV/0!	-	-
	GRAND TOTALS	2,530,989.14	0.00	2,530,989.14	2,296,220.40	101,838.74	0.00	2,398,059.14	94.75%	132,930.00	239,805.91

R - 21543

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A ICATION AND CERTIFICATION FOR PAYMENT — DOCUMENT G702

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

PROJECT: **HOTEL AT MARION SQUARE**

VIA ARCHITECT:

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

CONTRACT FOR: CONSTRUCTION

APPLICATION NO: **9 Revised**
8/1/17
PERIOD TO: **08/31/17**
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	$	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)	$	179,288.01
5. RETAINAGE:	$	17,928.80
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	161,359.21
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	136,713.60
8. CURRENT PAYMENT DUE	$	24,645.61
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	269,115.99

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: 9/8/2017

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 ..... $ 24,645.61

(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.

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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: 8/15/17
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	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		250.00	17,250.00	75.00%	5,750.00	1,725.00
8	3rd Floor Terrace Guardrails	27,000.00		27,000.00	1,000.00		10,000.00	11,000.00	40.74%	16,000.00	1,100.00
9	Service Entry Guardrails	16,000.00		16,000.00			10,000.00	10,000.00	62.50%	6,000.00	1,000.00
10	Juliet Balcony Guardrails	30,000.00		30,000.00	23,000.00		-	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	CO #4 Budget Transfer 021 Tate Reduction	(80,000.00)		(80,000.00)			-	-	0.00%	(80,000.00)	-
16	CO #5 L3 Terrace Rails/Shipping for M	7,134.01		7,134.01			7,134.01	-	0.00%	7,134.01	-
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	455,538.01	0.00	455,538.01	151,904.00	0.00	27,384.01	179,288.01	39.36%	276,250.00	17,215.40

R - 21545

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Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square				
Job #	13026000				

Date Prepared:	9/1/2017

PRIME SUB'S NAME	Tate Ornamer
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 need on releases)*	Tier's most recent release is PARTIAL or FINAL? Select One		Comments:
NONE										( )		

R - 21546

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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 $____24,645.61_____ 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 _1st_ day of _September_, 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 1st day of _September_, 2017, by _Rob Apple_____, Controller_____ of _Tate Ornamental, 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.

ANNAH M. HOPKINS
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF SUMNER

_____
NOTARY PUBLIC, STATE OF __Tennessee_____

My Commission Expires: __6/18/2019

Tate Ornamental, Inc.

FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

State of Tennessee
County of Robertson

BILL OF SALE

For and in consideration of the payment of Twenty Seven Thousand Three Hundred Eighty Four & 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 8th day of September, 2017.

Seller

Controller
Title

496 Sage Road • White House, TN 37188 • Phone: (615) 672-0348 • Fax: (615) 581-5877

TATEOR-C02 LMURLEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/08/2017

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		CPP 2092038	04/15/2017	04/15/2018	EACH OCCURRENCE	$ 1,000,000
	X EBL AGG $1,000,000						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			CA 2092040	04/15/2017	04/15/2018	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			CU 2092036	04/15/2017	04/15/2018	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC 2092035	04/15/2017	04/15/2018	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 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: $27,384.01

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)

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AGENCY CUSTOMER ID: TATEOR-C02 LMURLEY

LOC #: 0

ADDITIONAL REMARKS SCHEDULE

AGENCY Van 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

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Balfour Beatty
Construction

Request for Payment

Pay Request # 12
Work Performed Through: 08/31/17

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: 08/22/17
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)	$768,248.38	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$38,673.00	
New Work Performed to Date	$806,921.38	
Less 10 % Retainage	$80,692.14	
Amount Earned to Date	$726,229.24	
Less Previous Net Billings	$691,423.54	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$34,805.70	

Subcontract [X] Purchase Order [ ]

Other Contract Type

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

Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status	Finaled	
Insurance Expiration Date	07/01/18	
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.
		109256	13026400	47
Date	**Invoice #**	**Description**		
08/31/17	13026400 - 12	13026400 . PE# 12 . 17.08		
Gross Amount		**Retainage Amt**	**Net Amount**	
$38,673.00		$1,933.65	$34,805.70	
Trade Account?	**Tax Code**	**Pay Item & Cost Code**		**Accrue Tax?**
NO				NO

Hall Codes: 02- OWNER FUNDING LT waivers
PM APP

Owner Billing Number

Owner Payment Rec'd Date:

Payment Terms: Pay When Paid

Pay Select # / Batch #

Approvals:

PM / Date

CA 08/22/17
PA / Date

APA / Date

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

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

FROM CONTRACTOR:
BAKER ROOFING COMPANY
PO BOX 25057
RALEIGH, NC 27603

CONTRACT FOR: CONSTRUCTION

PROJECT: HOTEL AT MARION SQUARE

VIA ARCHITECT:

APPLICATION NO: 12

PERIOD TO: 8/31/2017

PROJECT NO: 813026000

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

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	846,920.00
2. Net change by Change Orders	$	42,984.38
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	889,904.38
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	806,921.38
5. RETAINAGE:	$	80,692.15
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	726,229.23
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	691,423.53
8. CURRENT PAYMENT DUE	$	34,805.70
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	163,675.15

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: 8/15/2017

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 . . . . . $ 34,805.70

(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.

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992
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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W. WASHINGTON, DC 20006-5292

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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: 12
APPLICATION DATE: 8/15/17
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%
	MOBILIZATION	78,441.00		78,441.00	78,441.00		-	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	58,968.00	6,552.00	-	65,520.00	100.00%	-	6,552.00
	LOWER CANOPY ROOF MATERIALS	16,281.00		16,281.00	12,210.00	4,071.00		16,281.00	100.00%	-	1,628.10
	7TH FL TERRACE COPPER ROOF MAT	21,770.00		21,770.00	16,327.00	5,443.00	-	21,770.00	100.00%	-	2,177.00
	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	4,725.00	1,575.00	-	6,300.00	100.00%	-	630.00
	7TH FL TERRACE SOFFIT MATERIALS	6,950.00		6,950.00	6,950.00			6,950.00	100.00%	-	695.00
	7TH FL TERRACE SOFFIT LABOR	7,560.00		7,560.00				-	0.00%	7,560.00	
	CORNICE AND BUILT IN GUJTTER MAT	145,350.00		145,350.00	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	15,102.00		45,307.00	75.00%	15,103.00	4,530.70
	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		5,930.00	-	5,930.00	100.00%	-	593.00
	COMPOSITE CLEAN UP COPPER ROOF	2,000.00		2,000.00			-	-	0.00%	2,000.00	-
	MARQUEE MOCKUP	23,117.53		23,117.53	23,117.53		-	23,117.53	100.00%	-	2,311.75

R - 21553

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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: 12
APPLICATION DATE: 8/15/17
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 (I - 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	19,866.85	19,866.85		-	19,866.85	100.00%	-	1,986.69
	GRAND TOTALS	889,904.38	19,866.85	889,904.38	768,248.38	38,673.00	0.00	806,921.38	90.68%	82,983.00	80,692.14

R - 21554

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AIA DOCUMENT G703 CONTINUATION SHEET FOR G702 1992 EDITION AIA ©1992
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Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	8/15/2017

PRIME SUB'S NAME		BAKER ROOFING COMPANY
Attachment for Pay Req #:	12	
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 most on release)*	Tier's most recent release is PARTIAL or FINAL? Select One		Comments:
SOUTHERN ALUMINUM FINISHING VILLA RICA, GA 770-942-1207	NO			YES	YES	NO	$57,217.11	7/31/2017		PARTIAL	FINAL	
ABC SUPPLY CO INC	NO			YES	YES	NO	$121,055.09	6/30/2017		PARTIAL	FINAL	
ENGLERT	NO			YES	YES	NO	$4,596.35	5/30/2017		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 - 21555

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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 BAKER ROOFING COMPANY (the "Lienor") for and in consideration of the payment of the sum of $ 34,805.70 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 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 15 day of August, 2017

Signed, sealed and delivered
In the presence of:

Melinda B 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 15 day of August, 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

MELINDA B. CATES NOTARY PUBLIC NC WAKE COUNTY

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DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #134

Part 2 of 2

Hotel at Marion Square - Subcontractor Pay Application Checklist

Application for Payment Documentation	
Request for Payment / Payment Application standard BBC form - all subcontractors must use	
Schedule of Values (SOV) - matches AIA G703	8/15/2017
Conditional Waiver and Release on Progress Payment	8/15/2017
Subguard Sub-Tier / Supplier Releases - form submitted by subcontractor that tells us who needs to be joint checked	8/15/2017
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 - 21558

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ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request #: 13
Work Performed Through: 08/31/17

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

Phone Number: -
Fax Number:

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 08/22/17
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)	$581,271.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$67,300.00	
New Work Performed to Date	$648,571.00	
Less 10 % Retainage	$64,857.10	
Amount Earned to Date	$583,713.90	
Less Previous Net Billings	$523,143.90	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$60,570.00	

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 If yes, attach stored materials checklist	Y [ ]	N [X]
Final Payment If yes, see attached checklist	Y [ ]	N [X]

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

For Balfour Beatty Use Only:

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

Date	Invoice #	Description
08/31/17	13026400 - 13	13026400 . PE# 13 . 17.08

Gross Amount	Retainage Amt	Net Amount
$67,300.00	$3,365.00	$60,570.00

Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400 50700000.40	NO

Hold Codes: 02- OWNER FUNDING
PM App

Approvals:
PM / Date
CA 08/22/17
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: 13

Distribution to:
X OWNER
X ARCHITECT
X INSPECTOR

PERIOD TO: 8/31/2017

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)	$	648,571.00
5. RETAINAGE:	$	64,857.10
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	583,713.90
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	523,143.90
8. CURRENT PAYMENT DUE	$	60,570.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	181,137.10

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: 8/15/2017

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
Us ay obtain validation of this document by requesting a completed AIA Document D401 · 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 G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 13
APPLICATION DATE: 8/15/17
PERIOD TO: 8/31/17

Balfour Beatty Project

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE 10%
1	Submittals	3,000.00		3,000.00	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	61,920.00		-	61,920.00	80.00%	15,480.00	6,192.00
8	3: /tc 416 /gO (subcontract)	67,300.00		67,300.00		67,300.00	-	67,300.00	100.00%	-	6,730.00
9	Exterior Sealants	104,000.00		104,000.00	52,000.00		-	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	581,271.00	67,300.00	0.00	648,571.00	84.80%	116,280.00	61,812.00

R - 21561

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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 $60,570.00 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 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 15th day of August, 20 17.

Signed, sealed and delivered
in the presence of:

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 15 day of August, 2017, by Cardiff Shea, VP of Waterproofing Specialties Inc. corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

BRENDA A WILLIAMS
NOTARY PUBLIC
Iredell County
North Carolina
My Commission Expires July 4, 2022

NOTARY PUBLIC, STATE OF North Carolina

My Commission Expires: July 4, 2022

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 #:	13
for Month Ending:	6/31/2017

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*	
Guaranteed Supply Co.	N	N	N/A	N	YES	NO	$294,878.74	7/7/2017	✓ 6/30/2017	PARTIAL		Request 7/31/17, 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	$8,806.02	7/19/2017	✓ 6/30/2017	PARTIAL		Request 7/31/17, Forthcoming
IDI Distributors, Inc.	N	N	N/A	N	YES	NO	$26,916.77	7/6/2017	✓ 6/30/2017	PARTIAL	FINAL	Request 7/31/17, Forthcoming
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	

R - 21563

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Balfour Beatty Construction

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned, Insulation Distributors, Inc. (Name of Vendor), pursuant to a contract or agreement with: Balfour Beatty Construction, LLC ("BBC"), Waterproofing Specialties 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 $ 22,476.64 (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 6/30/2017 (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 Perioc 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 10th day of August 2017.

Insulation Distributors, Inc.
(Name of Vendor)

Zellmann
Signature

By: Taaya Zellmann, Credit Analyst
(Print or Type the Signers Name and Title)

STATE OF Minnesota

COUNTY OF Carver

The foregoing instrument was signed, sealed and acknowledged before me this 10 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: 1-31-2020

(Notary Seal)

ERIN KAY BUSS
Notary Public-Minnesota
My Commission Expires Jan 31, 2020

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AUG 10 2017

Balfour Beatty onstruction

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned, Guaranteed Supply (Name of Vendor), pursuant to a contract or agreement with: Balfour Beatty Construction, LLC ("BBC"), Waterproofing Specialties 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 $ $ 219,049.91 (Amount to be paid to Vendor) the sufficiency of which is hereby acknowledged and confessed, and as such Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and bonds or bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through 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, 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 10 day of August 2017.

Guaranteed Supply
(Name of Vendor)

By: [signature] Tim Williams- Credit Manager
(Print or Type the Signers Name and Title)

STATE OF NC

COUNTY OF Guilford

The foregoing instrument was signed, sealed and acknowledged before me this 10 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: [signature] Notary Public

My Commission expires: 5/11/2020

NOTARY PUBLIC
OFFICIAL SEAL
PATRICIA R. REAVIS
GUILFORD COUNTY, NC
Commission Expires 5-11-2020
(Notary Seal)

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Balfour Beatty Construction

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned, Kenseal Construction Products (Name of Vendor), pursuant to a contract or agreement with: Balfour Beatty Construction, LLC ("BBC"), Waterproofing Specialties 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 $ $ 8,806.02 (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 6/30/2017 (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, and Subcontractor has no knowledge of the filing of any lien, claim of lien, bond claim or contractual claim for payment by any such person or entity with respect to the Project.

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

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

Given under hand and seal this 11th day of August 20 17.

Kenseal Construction Products
(Name of Vendor)

signature

By: Amanda Decker, Credit Associate
(Print or Type the Signers Name and Title)

STATE OF Maryland
COUNTY OF Harford

The foregoing instrument was signed, sealed and acknowledged before me this 11th day of 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: Brenda Vuelta Cabrera
Notary Public

My Commission expires: 4-28-2018

(Notary Seal)

BRENDA VUELTA-CABRERA
NOTARY PUBLIC
HARFORD COUNTY, MARYLAND
My Commission Expires 4-28-2018

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Balfour Beatty
Construction

Request for Payment

Pay Request # 16
Work Performed Through: 08/31/17

Subco...tor'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: 08/22/17
Owner: Library Associates, LLC

Description of Work: Exterior Envelope Consulting

Original Contract Amount	$68,984.00	
Change Order Total (Through C/O # 0)	$0.00	
Total Revised Contract	$68,984.00	
Previous Work Performed to Date(SSR)	$66,327.71	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$662.50	
New Work Performed to Date	$66,990.21	
Less 0 % Retainage	$0.00	
Amou...earned to Date	$66,990.21	
Less Previous Net Billings	$66,327.71	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$662.50	

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	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		
08/31/17	13026400 - 16	13026400 . PE# 16 . 17.08		
Gross Amount		Retainage Amt	Net Amount	
$662.50		$33.13	$662.50	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO		400.50710000.40		NO

Hall Codes: 02- OWNER FUNDING No Tiers
PM Approval

Approvals:
PM / Date
CA 08/22/17
PA / Date
APA / Date

R - 21567

Barnhart Balfour Beatty

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO CONSTRUCTION MANAGER:
Balfour Beatty Construction
1930 Camden Rd. Suite 250
Charlotte, NC 28210

PROJECT: **HOTEL AT MARION SQUARE**

APPLICATION NO: **16**

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

PERIOD TO: **7/31/17**

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)	$	66,990.21
5. RETAINAGE:	$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	66,990.21
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	66,327.71
8. CURRENT PAYMENT DUE	$	662.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	1,993.79

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 . . . . . $ 662.50

(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.

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: 16
APPLICATION DATE: 8/14/17
PERIOD TO: 7/31/17

Balfour Beatty Project 13025000

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	7,089.34	662.50	-	7,751.84	21.78%	27,832.16	-
6	Field Testing	$6,600.00		6,600.00	16,330.15		-	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**	**66,327.71**	**662.50**	**0.00**	**66,990.21**	**97.11%**	**1,993.79**	**0.00**

R - 21569

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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

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 $ 662.50 the sufficiency of which is hereby acknowledged and confessed,

(Amount to be paid to Vendor)

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 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 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 14th day of August 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 14th 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: Nicole E. McInerney
Notary Public

My Commission expires:

Nicole E McInerney
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
April 19, 2024

(Notary Seal)

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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 $662.50 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:

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 31th 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 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 14th day of August, 2017.

Signed, sealed and delivered
in the presence of:

Nicole E McInerney
Signature
Nicole E. McInerney
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 14th day of August, 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.

Nicole E McInerney
NOTARY PUBLIC, STATE OF MA

My Commission Expires:

Nicole E McInerney
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
April 19, 2024

R. J. Kenney Associates, Inc.
P.O. Box 1748
Plainville, MA 02762

Invoice submitted to:

July 31, 2017

Invoice No.: 22995

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
7/14/2017	Consultant III Email Marked-up Photo Regarding Stucco Head Flashing At Sheathed Walls to Balfour, Finish Field Report RMK	4.00 150.00/hr	600.00
7/20/2017	Clerical FR4 Report EK	0.50 50.00/hr	25.00
7/22/2017	Tech Writer FR4 Report ALK	0.50 50.00/hr	25.00
7/24/2017	Clerical FR4 Report EK	0.25 50.00/hr	12.50
	For professional services rendered	5.25	$662.50

Current	30 Days	60 Days	90 Days	120+ Days
$662.50	$3,641.46	$0.00	$0.00	$0.00

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Balfour Beatty
Construction

Request for Payment

Pay Request # 10
Work Performed Through: 08/31/17

Subcontractor's Name: Premier Exteriors
Subcontractor's Address: 3047 Argent Blvd., Suite 12
Ridgeland, SC 29910

Phone Number: 843-645-6920
Fax Number:

Project Name: Hotel at Marion Square
Owner: Library Associates, LLC
Job No.: 13026400
Date: 08/22/17

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)	$795,815.90	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$214,965.03	
New Work Performed to Date	$1,010,780.93	
Less 10 % Retainage	$101,078.09	
Amount Earned to Date	$909,702.84	
Less Previous Net Billings	$716,234.31	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$193,468.53	

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

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50000	3493097	13026400	532370
Date	**Invoice #**	**Description**		
08/31/17	13026400 - 10	13026400 . PE# 10 . 17.08		
Gross Amount		**Retainage Amt**	**Net Amount**	
$214,965.03		$10,748.25	$193,468.53	
Trade Account?	**Tax Code**	**Pay Item & Cost Code**		**Accrue Tax?**
NO		400.51445000.40		NO

Hall Codes: 02- OWNER FUNDING
PM APP

lower tier waivers

Approvals:
PM / Date
CA 08/22/17
PA / Date
APA / Date

R - 21573

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: **10**

PERIOD TO: **8/30/17**

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)	$	1,010,780.93
5. RETAINAGE:	$	101,078.09
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	909,702.84
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	716,234.31
8. CURRENT PAYMENT DUE	$	193,468.53
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	379,250.49

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 Justin Harvey
DN: cn=Justin Harvey, o=Premier Exteriors LLC, ou=
email=justin.harvey@premierexteriorsllc.com, c=US
Date: 2017.09.15 13:31:38 -04'00'

By: _____ Date: 8/15/2017

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 . . . . . $ 193,468.53

(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

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

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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: 10
APPLICATION DATE 8/15/17
PERIOD TO: 8/30/17

Balfour Beatty Project 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE 10%
1				-			-	-		-	-
2	*CO#1*		147,246.36	147,246.36	83,930.00	**22,087.00**	-	106,017.00	72.00%	41,229.36	10,601.70
3	*Mock Wall*		2,822.16	2,822.16	2,822.16	-	-	2,822.16	100.00%	-	282.22
	Flashing CO's		12,574.05	12,574.05	12,574.05		-	12,574.05	100.00%	-	1,257.41
	Window Returns		40,284.00	40,284.00	40,284.00		-	40,284.00	100.00%	-	4,028.40
	Window Opening Patching		4,680.00	4,680.00	4,680.00		-	4,680.00	100.00%	-	468.00
	Flashing at L3 Terraces		2,234.00	2,234.00	2,234.00			2,234.00	100.00%	-	223.40
	ReWaterproofing Windows		3,949.92	3,949.92	3,949.92			3,949.92	100.00%	-	394.99
	Stucco Wall Prep (Allowance)		100,000.00	100,000.00	100,000.00			100,000.00	100.00%	-	10,000.00
	Flashing Add -Top 6th Floor Cornice		4,718.00	4,718.00	3,067.00	**1,651.00**		4,718.00	100.00%	-	471.80
	Extra Manpower - High Build		6,240.00	6,240.00	6,240.00			6,240.00	100.00%	-	624.00
	RFI 0516 3rd Floor Slab Edge		2,696.75	2,696.75	1,348.25	809.40		2,157.65	80.01%	539.10	215.77
	Stucco Wall Prep (Allowance)		100,000.00	100,000.00	44,867.27	**48,303.62**		93,170.89	93.17%	6,829.11	9,317.09
4				-			-	-		-	-
5	*Elevation North Materials*	$85,551.67		85,551.67	8,555.00	**12,832.91**	-	21,387.91	25.00%	64,163.76	2,138.79
6	*Elevation North Labor*	$105,320.43		105,320.43	6,000.00	**20,330.10**	-	26,330.10	25.00%	78,990.33	2,633.01
7	*Elevation EAST Materials*	$71,293.06		71,293.06	67,728.00		-	67,728.00	95.00%	3,565.06	6,772.80
14	*Elevation EAST Labor*	$87,767.03		87,767.03	83,378.00		-	83,378.00	95.00%	4,389.03	8,337.80
15	*Elevation SOUTH Materials*	$80,798.80		80,798.80	56,558.00	**20,200.00**	-	76,758.00	95.00%	4,040.80	7,675.80
16	*Elevation SOUTH Labor*	$99,469.30		99,469.30	69,628.00	**24,867.00**	-	94,495.00	95.00%	4,974.30	9,449.50
17	*Elevation WEST Materials*	$68,916.62		68,916.62	27,566.00	**20,675.00**	-	48,241.00	70.00%	20,675.62	4,824.10
18	*Elevation WEST Labor*	$84,841.46		84,841.46	33,936.00	**25,452.00**	-	59,388.00	70.00%	25,453.46	5,938.80
19	*Courtyard Materials*	$49,905.14		49,905.14	37,428.00	**4,992.00**	-	42,420.00	85.00%	7,485.14	4,242.00
20	*Courtyard Labor*	$61,436.92		61,436.92	46,077.00	**6,143.00**	-	52,220.00	85.00%	9,216.92	5,222.00
21	*Scaffolding*	$66,207.66		66,207.66	52,965.25	**6,622.00**	-	59,587.25	90.00%	6,620.41	5,958.73
22				-			-	-		-	-
23				-			-	-		-	-
24				-			-	-		-	-
25				-			-	-		-	-
26				-			-	-		-	-
				-			-	-		-	-
	GRAND TOTALS	**861,508.09**	**427,445.24**	**1,288,953.33**	**795,815.90**	**214,965.03**	**0.00**	**1,010,780.93**	**117.33%**	**278,172.40**	**101,078.09**

R - 21575

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Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	8/15/2017

PRIME SUB'S NAME	Premier Exteriors LLC
Attachment for Pay Req #:	10
for Month Ending:	8/30/2017

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		$211,595.95	8/15/2017	7/31/2017	PARTIAL		
4M Metals					YES		$6,892.01	8/15/2017	7/31/2017	PARTIAL		
Neff Rental					YES		$1,759.44	8/15/2017	7/31/2017	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 - 21576

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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 $ 193,468.53 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 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 15 day of August, 20 17

Signed, sealed and delivered
in the presence of:

Digitally signed by Kim Tredway
DN: cn=Kim Tredway, o=Premier Exteriors LLC, ou=Project Superintendent, email=ktredway@premierllc.com, c=US
Date: 2017.08.16 08:15:11 -04'00'

_____
Signature
Kim Tredway
Print Name

Premier Exteriors LLC
a _____ corporation

Digitally signed by Justin Harvey
DN: cn=Justin Harvey, o=Premier Exteriors LLC, ou, email=justin@premierexteriorsllc.com, c=US
Date: 2017.08.16 08:15:50 -04'00'

_____
Signature
Justin Harvey/CEO
Print Name & Title

STATE OF SC

COUNTY OF Jasper

The foregoing instrument was acknowledged before me this 15 day of August, 20 17 by Justin Harvey, CEO of Premier Exteriors LLC, a _____ corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

_____
NOTARY PUBLIC, STATE OF SC

My Commission Expires: 11/25/23

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: 08/31/17

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

Phone Number: -
Fax Number:

Project Name: Hotel at Marion Square
Job No.: 13026400
Date: 08/22/17
Owner: Library Associates, LLC

Description of Work: Glass & Glazing

Original Contract Amount	$1,939,445.00	
Change Order Total	$234,778.50	
Through C/O #: 0		
Total Revised Contract	$2,174,223.50	
Previous Work Performed to Date(SSR)	$1,497,190.80	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site		
Current Month Gross	$73,875.50	
New Work Performed to Date	$1,571,066.30	
Less 10 % Retainage	$157,106.63	
Amount Earned to Date	$1,413,959.67	
Less Previous Net Billings	$1,347,471.72	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$66,487.95	

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

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status	Finaled	
Insurance Expiration Date	05/09/18	
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	108005	13026400	546271

Date	Invoice #	Description
08/31/17	13026400 - 11	13026400 . PE# 11 . 17.08

Gross Amount	Retainage Amt	Net Amount
$73,875.50	$3,693.78	$66,487.95

Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400.50880000.40	NO

Hall Codes: 02- OWNER FUNDING
PM APP
Lower Tier Waiver/~~schedule~~ Waiver for Graham

Approvals:
PM / Date
CA 08/22/17
PA / Date
APA / Date

R - 21578

Balfour Beatty
Construction

Request for Payment

Pay Request #: 12
Work Performed Through: 6-25-17

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

Project Name: Hotel at Marion Square Job No.: 13026000 Date: 8-21-17
Owner: Library Associates, LLC

Description of Work: Glass and Glazing

Original Contract Amount	1,939,445.00
Change Order Total Through C/O #:	234,778.50
Total Revised Contract	2,174,223.50
Value of Work Performed to Date	1,571,066.30
Value of Materials Stored On Site	0
Value of Materials Stored Off Site	0
Current Month (Stored Materials)	0
Total	1,571,066.30
Less ____% Retainage	157,106.63
Amount Earned to Date	1,413,959.67
Less Previous Billings/Payments	1,347,471.72
Less Adjustments/Joint Checks	0
Less Pending Back Charges	0
Total Amount this Requisition	66,487.95

Subcontract ☐ Purchase Order ☐
Other Contract Type

Unit Price ☐ Bonded ☐ Lump Sum ☐ Unbonded ☐
Subguard ☐ Alternate Plan ☐

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

Insurance Status
Insurance Expiration Date

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

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

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.

Date	Invoice #	Description

Gross Amount	Retainage Amt	Net Amount
$0.00	$0.00	$0.00

Accrue Tax	Tax Code	Pay Item & Cost Code	
YES / NO			

Hold Codes:

Approvals:
PM / Date
PA / Date
APA / Date

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

G702/CM

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

Project: The Hotel at Marion Square

12

☐ August 18, 2017
☐ August 1, 2017
☐ August 31, 2017

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

Contract For:

Construction Manager:

Architect:

APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		1,939,445.00
2. Net Change By Change Orders		234,778.50
3. CONTRACT SUM TO DATE		2,174,223.50
4. TOTAL COMPLETED AND STORED TO DATE		1,571,066.30
5. RETAINAGE:		
a. of Completed Work	157,106.63	
b. of Stored Material	0.00	
TOTAL RETAINAGE		157,106.63
6. TOTAL EARNED LESS RETAINAGE		1,413,959.67
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		1,347,471.72
8. CURRENT PAYMENT DUE		66,487.95
9. BALANCE TO FINISH, INCLUDING RETAINAGE		760,263.83

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

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment show herein is now due.

CONTRACTOR: 1st Choice Glass Inc.

By: _____ Date: 8/18/17

Paul Dustin, Project Manager

Subscribed and sworn before me this 18th day of August 2017

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

Notary Public: _____ My Commission expires: May 10, 2021

Notary Public Gaston County

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify 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

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT:

By: _____ Date: _____

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

R - 21580

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

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

12

August 18, 2017

August 1, 2017

August 31, 2017

A	B	C	D	E	F	G		H	I
Item #	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored To Date	%	Balance to Finish	Retainage
			From Previous Application(s)	This Period					
1	Project Management	20,000.00	16,000.00	0.00		16,000.00	80.00	4,000.00	1,600.00
2	Submittals	25,000.00	22,500.00	0.00		22,500.00	90.00	2,500.00	2,250.00
3	1st Floor								
4	Interior Glazing	90,000.00	0.00	0.00		0.00	0.00	90,000.00	0.00
5	Soffit Mirror	20,000.00	0.00	20,000.00		20,000.00	100.00	0.00	2,000.00
6	1st Floor Labor	31,280.00	0.00	7,820.00		7,820.00	25.00	23,460.00	782.00
7	2nd Floor								
8	Windows	76,212.00	76,212.00	0.00		76,212.00	100.00	0.00	7,621.20
9	Int Glazing	35,000.00	0.00	0.00		0.00	0.00	35,000.00	0.00
10	Labor	19,280.00	14,460.00	0.00		14,460.00	75.00	4,820.00	1,446.00
11	3rd Floor								
12	Windows	21,170.00	21,170.00	0.00		21,170.00	100.00	0.00	2,117.00
13	Terrace Doors	247,506.00	247,506.00	0.00		247,506.00	100.00	0.00	24,750.60
14	Storefront Doors	9,100.00	0.00	9,100.00		9,100.00	100.00	0.00	910.00
15	Toilet Doors	31,320.00	1,566.00	0.00		1,566.00	5.00	29,754.00	156.60
16	Showers	24,876.00	1,243.80	0.00		1,243.80	5.00	23,632.20	124.38
17	Int Glazing	3,800.00	0.00	0.00		0.00	0.00	3,800.00	0.00
18	Labor	21,180.00	10,590.00	2,118.00		12,708.00	60.00	8,472.00	1,270.80
19	4th Floor								
20	Windows	114,318.00	114,318.00	0.00		114,318.00	100.00	0.00	11,431.80
21	Toilet Doors	31,320.00	0.00	0.00		0.00	0.00	31,320.00	0.00
22	Showers	24,876.00	0.00	0.00		0.00	0.00	24,876.00	0.00
23	Interior Glazing	3,800.00	0.00	0.00		0.00	0.00	3,800.00	0.00
24	Labor	21,680.00	10,840.00	0.00		10,840.00	50.00	10,840.00	1,084.00

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

R - 21581

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

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

12

August 18, 2017

August 1, 2017

August 31, 2017

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

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

R - 21582

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

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

12

August 18, 2017

August 1, 2017

August 31, 2017

A	B	C	D	E	F	G		H	I
Item #	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored To Date	%	Balance to Finish	Retainage
			From Previous Application(s)	This Period					
49	Labor	18,380.00	9,190.00	0.00		9,190.00	50.00	9,190.00	919.00
50	9th Floor								
51	Nana Walls	155,000.00	155,000.00	0.00		155,000.00	100.00	0.00	15,500.00
52	Storefront	16,900.00	0.00	16,900.00		16,900.00	100.00	0.00	1,690.00
53	Labor	17,875.00	0.00	8,937.50		8,937.50	50.00	8,937.50	893.75
54									
55	Mock Ups	10,275.00	10,275.00	0.00		10,275.00	100.00	0.00	1,027.50
56	Composite Clean Up	3,200.00	0.00	0.00		0.00	0.00	3,200.00	0.00
57	Caulking	18,000.00	7,200.00	0.00		7,200.00	40.00	10,800.00	720.00
58	Mobilization	19,000.00	19,000.00	0.00		19,000.00	100.00	0.00	1,900.00
59	Sundries & Fab Supplies	60,000.00	36,000.00	9,000.00		45,000.00	75.00	15,000.00	4,500.00
60	Change Order #1	0.00	0.00	0.00		0.00		0.00	0.00
61	Change Order #2	175,035.00	175,035.00	0.00		175,035.00	100.00	0.00	17,503.50
62	Change Order #3	11,388.50	0.00	0.00		0.00	0.00	11,388.50	0.00
63	Change Order #4	48,355.00	0.00	0.00		0.00	0.00	48,355.00	0.00
64	Change Order #5	1,952.13		0.00		0.00	0.00	1,952.13	0.00
65	Change Order #6	9,374.00	9,374.00	0.00		9,374.00	100.00	0.00	937.40
	GRAND TOTAL:	2,185,549.63	1,497,190.80	73,875.50		1,571,066.30	71.88	614,483.33	157,106.63

R - 21583

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

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

KNOW ALL MEN BY THESE PRESENTS:

That 1st Choice Glass, Inc. (the "Lienor") for and in consideration of the payment of the sum of $ Cole, 487.95 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

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 21, 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

Signed, sealed and delivered
in the presence of:

Sidney Best
Signature
Sidney Best
Print Name

1st Choice Glass, Inc
a NC corporation

Signature
Jason A. Savage CFO
Print Name & Title

STATE OF NC

COUNTY OF Union

The foregoing instrument was acknowledged before me this 21 day of August, 2017 by Jason A. Savage, CFO of 1st Choice Glass, Inc a NC corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Heidi S. Hall
Notary Public
Gaston County
NORTH CAROLINA

Heidi S Hall
NOTARY PUBLIC, STATE OF NC

My Commission Expires: May 19 2021

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	8/22/17

PRIME SUB'S NAME	1st choice Glass Inc
Attachment for Pay Req #:	12
for Month Ending:	August 2013

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*
Grahm Arichtectual Products	NO				YES	NO	76543.50	6/22/17	6/21/17	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 - 21585

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Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	

PRIME SUB'S NAME	
Attachment for Pay Req #:	
for Month Ending:	

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*
					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 - 21586

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request # 6
Work Performed Through: 08/31/17

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

Phone Number: 843-747-5842
Fax Number:

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 09/07/17
Owner: Library Associates, LLC

Description of Work:	Material	
Original Contract Amount	$600.22	
Change Order Total (Through C/O #: 0)	$14,216.67	
Total Revised Contract	$14,816.89	
Previous Work Performed to Date(SSR)	$14,631.59	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$185.30	
New Work Performed to Date	$14,816.89	
Less % Retainage	$0.00	
Amount Earned to Date	$14,816.89	
Less Previous Net Billings	$14,631.59	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$185.30	

Subcontract [X] Purchase Order [ ]
Other Contract Type

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

Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [X]	N [ ]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status		
Insurance Expiration Date		
Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site (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	1135634	13026400	
Date	**Invoice #**	**Description**		
08/31/17	13026400 - 06	13026400 . PE# 06 . 17.08		
Gross Amount		**Retainage Amt**	**Net Amount**	
$185.30		$9.26	$185.30	
Trade Account?	**Tax Code**	**Pay Item & Cost Code**		**Accrue Tax?**
NO		13026400.42040.50610000		NO

Hall Codes: Owner Waiver

Approvals:
PM / Date
CA 09/07/17
PA / Date
APA / Date

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Invoice Date	Invocie #	Previously Paid Invoices	Current Invoices Due	Comments
12/7/2016	236319472	$ 600.22		PE01
1/17/2017	236320897	$ 1,027.63		PE02
1/17/2017	236320898	$ 637.98		PE02
2/13/2017	236322501	$ 628.22		PE02
2/28/2017	236322891	$ 1,142.51		PE03
3/10/2017	236323767	$ 1,142.51		PE03
4/5/2017	236325393	$ 2,213.40		PE04
3/22/2017	236324270	$ 4,426.80		PE04
4/11/2017	236325943	$ 1,968.62		PE05
4/20/2017	236325987	$ 843.70		PE05
8/30/2017	236332794		$ 185.30	PE06
Total		$ 14,631.59	$ 185.30	

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

INVOICE

L&W SUPPLY

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

Bluffton SC	843-757-2000
Columbia SC	803-779-5800
Evans GA	706-210-8008
Myrtle Beach SC	843-626-3663
North Charleston SC	843-747-5842
Raleigh NC	919-250-3313
Savannah GA	912-232-9580
Simpsonville SC	864-967-2743
Wilmington NC	910-395-2617

Customer Number	4010446
Invoice Number	236332794
Invoice Date	8/30/17
Payment Due Date	9/10/17
Total Amount Due	185.30

Make Checks Payable & Remit To:

C-K Supply
PO Box 415421
Boston, MA 02241-5421

5621 1 MB 0.423 E0315X I0568 D2786493251 S2 P4584249 0001:0001

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

SHIP TO: 00003

Marion Square Hotel
404 King St
Charleston SC 29401

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

Customer Order No.	Order Date	Req. Date	Ship Date	Ship Via	Sold To Code	Our Order No.	From Order No.	B/O Order No.
1302166	8/28/17	8/28/17	8/30/17	PETE	4010446	2361424479		331001

Commodity Code	Quantity Ordered	Quantity Shipped	Product Description	Extended Quantity	Unit	Price Per Unit	Sales Amount
600FS1018	20	20	6" FLAT STOCK 10' 18GA	200	MLF	850.00	170.00

Vendor # 1135684 PA CA 9/7/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026400	49040	50610000	$ 185.30
			$

MGR APPROVAL

LESS Retainage Withheld $

Net Amount Due $

Batch # 2497983
Doc # 1534057
Paid 9/7/17

DISCOUNT AVAILABLE		SUB-TOTAL	170.00
DISCOUNT DUE DATE		TAX S SC 9.000	15.30
TOTAL INVOICE PAST DUE DATE	9/10/17	TOTAL INVOICE	185.30

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 #: 6
Work Performed Through: 08/31/17

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
Job No.: 13026400
Date: 09/01/17
Owner: Library & Associates

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)	$19,329.64	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$1,016.39	
New Work Performed to Date	$20,346.03	
Less 0 % Retainage	$0.00	
Amount Earned to Date	$20,346.03	
Less Previous Net Billings	$19,329.64	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$1,016.39	

Subcontract [X] Purchase Order [ ]

Other Contract Type:

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

Subguard [ ] Alternate Plan [ ]

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

Insurance Status: Universal
Insurance Expiration Date:

Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]

If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site	Y [ ]	N [X]
If yes, attach stored materials checklist		
Final Payment	Y [ ]	N [X]
If yes, see attached checklist		

Owner Billing Number: N/A

Owner Payment Rec'd Date:

Payment Terms: Pay When Paid

Pay Select #:

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50640	1967290	13026400	
Date	Invoice #	Description		
08/31/17	13026400 - 06	13026400 . PE# 06 . 170831		
Gross Amount		Retainage Amt	Net Amount	
$1,016.39		$0.00	$1,016.39	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO		50810000.00000000		NO

Hall Codes: 03- Cond Prog

Approvals:

PM / Date

CA 09/01/17
PA / Date 3

APA / Date

R - 21590

EXHIBIT A
Ram Tool
Marion Square

JOB#: 13026400 CONTRACT#: 0 PAY APP# : 5
August 31, 2017

INVOICE DATE	INVOICE #	PREVIOUSLY PAID INVOICES	CURRENT INVOICES DUE	COMMENTS
2/13/2017	93526600	$ 199.04		PE01
2/16/2017	93533912	$ 497.64		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	$ 100.81		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	$ 106.09		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	$ 80.06		PE05
8/1/2017	93849057	$ 102.61		PE05
8/3/2017	93854567		$ 105.74	PE06
8/3/2017	93854568		$ 43.14	PE06
8/9/2017	93865419		$ 115.04	PE06
8/24/2017	93895192		$ 55.84	PE06
8/25/2017	93900683		$ 489.66	PE06
8/25/2017	93900685		$ 36.02	PE06
8/28/2017	93903680		$ 58.85	PE06
8/28/2017	93903682		$ 62.48	PE06
8/31/2017	93912933		$ 49.62	PE06
		$ 19,329.64		

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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 Kim Tool (the "Lienor") for and in consideration of the payment of the sum of $ 10,160.39 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 May, 20 16, 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 15 day of Sept, 20 16

Signed, sealed and delivered
in the presence of:

Kim Tool
a _____ corporation

Signature
Kiara Carruthers
Print Name

Signature
Print Name & Title

STATE OF AL

COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 1st day of Sept, 20 16 by _____, _____ of Kim Tool, a Corp corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC, STATE OF AL

My Commission Expires: 9-16-2020

DAPHNE D. MCKINNON
NOTARY PUBLIC
STATE OF ALABAMA
COMMISSION EXPIRES:
SEPTEMBER 16, 2020

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

93854567
08/03/2017
Sold-To Party : 105588

BLFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD, SUITE 280
CHARLOTTE NC 28203

CUMENTS
es Order: 3835011
. No.: RYAN / MARION SQUARE

AUG 1 0 2017

Ship-To-Party : 5210434
MARION SQUARE
CORNER OF KING AND HUTSON STREET
CHARLESTON SC 29403

INFORMATION

Incoterm	003 Salesperson Deliver
Branch Location	SC01 CHARLESTON, SC
Total Invoice Amount	105.74 USD
Terms of Payment	Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
10	SAFETY SUPPLIES PIP 250-46-0021 DARK GLASS	12 EA	3.25000	39.00
20	SAFETY SUPPLIES PIP 250-46-0020 CLEAR GLASS	12 EA	3.25000	39.00

Subtotal	78.00
Freight	19.00
Subtotal Before Tax	97.00
Total Sales Tax	8.74
Total Invoice in USD	105.74

Batch # 2493953
Doc # 1532429

Vendor # 112022 PA CA 9110

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026400.10160000		42035	$ 105.74
			$

MGR APPROVAL

LESS Retainage Withheld $

$

DID YOU KNOW: Invoices can be sent electronically and are also available via our NEW Online Customer Portal. Please contact us to learn more and sign up today. Thank you for your business! Email: arcustomerrequest@ram-tool.com

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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

93854568
08/03/2017
Sold-To Party : 105588

BLFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD, SUITE 280
CHARLOTTE NC 28203

CUMENTS
es Order: 3838230
. No.: RYAN / MARION SQUARE

AUG 10 2017

Ship-To-Party : 5210434
MARION SQUARE
CORNER OF KING AND HUTSON STREET
CHARLESTON SC 29403

INFORMATION

Incoterm	003 Salesperson Deliver
Branch Location	SC01 CHARLESTON, SC
Total Invoice Amount	43.14 USD
Terms of Payment	Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
10	STT-33 716 16FT FATMAX TAPE	1 EA	31.90000	31.90
	Subtotal			31.90
	Freight			7.68
	Subtotal Before Tax			39.58
	Total Sales Tax			3.56
			Total Invoice in USD	43.14

Batch # 2493953
Doc # 1532430
Paid 9/11/17

Vendor # 117022 CA 9/11/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026400.	10146000		$ 43.14
			$

MGR APPROVAL

LESS Retainage Withheld $

DID YOU KNOW: Invoices can be sent electronically and are also available via our NEW Online Customer Portal. Please contact us to learn more and sign up today. Thank you for your business! Email: arcustomerrequest@ram-tool.com

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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

AUG 14 2017

Invoice
93865419
08/09/2017
Sold-To Party : 105588

BLFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD, SUITE 280
CHARLOTTE NC 28203

CUMENTS
es Order: 3852827
. 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	115.04 USD
Terms of Payment	Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
10	PID-201 300 L .35MIL 2 PIECE 48IN RAIN COAT YELLOW LG	1 EA	11.23000	11.23
20	PID-201 300 XL .35MIL 2 PIECE 48IN RAIN COAT YELLOW XL	1 EA	11.23000	11.23
30	CLEANING SUPPLIES 12" DECK SCRUB BRUSH	3 EA	23.95000	71.85
40	PID-201 300 XXXL .35MIL 2 PIECE 48IN RAIN COAT YELLOW XXX	1 EA	11.23000	11.23

Batch # 2493953
Doc # 1532431

Subtotal Before Tax	105.54
Total Sales Tax	9.50
Total Invoice in USD	115.04

Please code

Vendor # 117022 PA CR 9/1/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026400	.10160000		$ 115.04
			$

MGR APPROVAL

LESS Retainage W ; neld $

Net Amou ! 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

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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
93897192
08/24/2017
Sold-To Party : 105588

BLFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD, SUITE 280
CHARLOTTE NC 28203

CUMENTS
es Order: 3882322
. No.: RYAN / MARION

RECEIVED
AUG 31 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	**55.84 USD**
Terms of Payment	Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
10	CIT-PTAG	62 EA	0.64000	39.68
	PLASTIC FIRE EXTINGUISHER TAG			
	Subtotal			39.68
	Freight			11.55
	Subtotal Before Tax			51.23
	Total Sales Tax			4.61
			Total Invoice in USD	55.84

Batch # 2493953
Doc # 1532432

Vendor # 112022 PA CA 9/1/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
1302640	42035	10146000	$ 55.84
			$

MGR APPROVAL

LESS Retainage Withheld $

DID YOU KNOW: Invoices can be sent electronically and are also available via our NEW Online Customer Portal. Please contact us to learn more and sign up today. Thank you for your business! Email: arcustomerrequest@ram-tool.com

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RAM TOOL

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

93900683
08/25/2017
Sold-To Party : 105588

Bill-To Party : 144115
BLFOUR BEATTY CONSTRUCTION
ATTN CANDICE ASHE
1930 CAMDEN ROAD, SUITE 280
CHARLOTTE NC 28203

DOCUMENTS
Sales Order: 3885703
P.O. 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	**489.66 USD**
Terms of Payment	Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
10	UTC-CP 27 2" X 60YD BLUE PAINTER'S MASKING TAPE (B	24 EA	9.67000	232 08
20	MAS-5 KA A272 2IN PADLOCK KEY # A272	10 EA	18 54000	185.40
30	KLE-5119 4 POCKET KLEIN TOOL POUCH	1 EA	31 74000	31 74

Subtotal Before Tax	449 22
Total Sales Tax	40 44
Total Invoice in USD	489.66

Vendor # 110022 PA CA 91511

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026400	62035	10160000	$ 489.66
			$

MGR APPROVAL — LESS Retainage [illegible]eld $

$

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 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

RAM TOOL

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

93900685
08/25/2017
Sold-To Party : 105588

Bill-To Party : 144115
BLFOUR BEATTY CONSTRUCTION
ATTN CANDICE ASHE
1930 CAMDEN ROAD, SUITE 280
CHARLOTTE NC 28203

DOCUMENTS
Sales Order: 3882322
P.O. No.: RYAN / MARION

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	**36.02 USD**
Terms of Payment	Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
20	CIT-PTAG PLASTIC FIRE EXTINGUISHER TAG	40 EA	0.64000	25.60
	Subtotal			25 60
	Freight			7 45
	Subtotal Before Tax			33.05
	Total Sales Tax			2 97
			Total Invoice in USD	36 02

Vendor #_____ PA_____

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
1302640	42035	10146000	$ 36.02
			$
MGR APPROVAL	LESS Retainage Withheld		$
	Amount Due		$

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RAM TOOL

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

93903680
08/28/2017
Sold-To Party : 105588

Bill-To Party : 144115
BLFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD, SUITE 280
CHARLOTTE NC 28203

DOCUMENTS
Sales Order: 3885703
P.O. 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 **58.85 USD**
Terms of Payment Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
40	HAND TOOLS CARPENTER TOOL BELT	1 EA	53.99000	53.99
	Subtotal Before Tax			53.99
	Total Sales Tax			4.86
			Total Invoice in USD	58.85

Vendor # 110022 PA CA 915110

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026400	42035	10160000	$ 58.85
			$

MGR APPROVAL LESS Retainage Withheld $

$

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Please contact us to learn more and sign up today. Thank you for your business! Email: arcustomerrequest@ram-tool.com

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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

93903682
08/28/2017
Sold-To Party : 105588

Bill-To Party : 144115
BLFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD, SUITE 280
CHARLOTTE NC 28203

DOCUMENTS
Sales Order: 3888558
P.O. No.: PETE / MARION SQUARE

Ship-To-Party : 5210434
MARION SQUARE
CORNER OF KING AND HUTSON STREET
CHARLESTON SC 29403

INFORMATION
Incoterm 004 Truck Delivery
Branch Location SC01 CHARLESTON, SC
Total Invoice Amount **62.48 USD**
Terms of Payment Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
10	TAM-SPEED PLUG 50 TAMMS 50LB PAIL HYDRAULIC CEMENT	1 EA	57.32000	57 32
	Subtotal Before Tax			57 32
	Total Sales Tax			5 16
			Total Invoice in USD	62.48

Vendor # 117022 PA CA 9/5/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
1302640 0	42035	10/60000 0	$ 62.48
			$

MGR APPROVAL — LESS Retainage Withheld $

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RAM TOOL

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

93912933
08/31/2017
Sold-To Party : 105588

Bill-To Party : 144115
BLFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD, SUITE 280
CHARLOTTE NC 28203

DOCUMENTS
Sales Order: 3896114
P.O. 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	**49.62 USD**
Terms of Payment	Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
10	DWA-DW5838 3" X 12" SCALING CHISEL SDS MAX SHANK	1 EA	45 52000	45 52

Subtotal Before Tax	45 52
Total Sales Tax	4 10
Total Invoice in USD	49 62

Vendor # 117022 PA OA 918117

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
1302L400	42035	10160000	$ 49.62
			$

MGR APPROVAL

LESS Retainage Withheld $

Net Amount Due $

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Balfour Beatty
Construction

Request for Payment

Pay Request # 8
Work Performed Through: 08/31/17

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: 08/31/17

Description of Work:	Skilled Labor	
Original Contract Amount	$27,169.55	
Change Order Total	$123,210.05	
Through C/O #: 0		
Total Revised Contract	$150,379.60	
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	$5,319.02	
New Work Performed to Date	$150,379.60	
Less 0 % Retainage	$0.00	
Amount Earned to Date	$150,379.60	
Less Previous Net Billings	$145,060.58	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$5,319.02	

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

Contract Increased 20%?	Y [X]	N [ ]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status	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		
08/31/17	13026400 - 08	13026400 . PE# 08 . 170831		
Gross Amount		Retainage Amt	Net Amount	
$5,319.02		$0.00	$5,319.02	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO		50810000 00000000		NO

Halt Codes:

Approvals:
PM / Date
CA 08/31/17
PA / Date
APA / Date

EXHIBIT A

StaffZone
Marion Square
JOB#: 13026400 CONTRACT#: 0 PAY APP# : 8
August 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-1505039	$ 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	
7/30/2017	CH-15051721		$ 766.84	
		$ 145,060.58	$ 5,319.02	

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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 Staff Zone (the "Lienor") for and in consideration of the payment of the sum of $ 5,319.02 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:
152029 28-6-04', 15203010-06-18; 15202929-06-04

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 16th 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 August, 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 31 day of August, 2017 by Costa DeLuca, VP of Staff Zone, a _____ 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
MY COMMISSION EXPIRES
NOVEMBER 29, 2019
FULTON COUNTY, GEORGIA

My Commission Expires: 11-29-19

Linda S DiRoberto
NOTARY PUBLIC, STATE OF GA

INVOICE

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

Invoice Number: CH-15051153
Invoice Date: 6/18/2017
Invoice Amount: $1,392.01

Amount Paid: _____

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

STAFF ZONE

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

PO #:13026000/ TOMMIE SUMMERS

Customer Number: 50BALF

↑ Please remit this stub with payment ↑

			Regular		Overtime		
Date	Description	Ticket Number	Hours	Rate	Hours	Rate	Amount
6/12/2017	SUMMERS, TOMMIE •••	247818	10.00	$19.99	0.00	$0.00	$199.90
6/15/2017	SUMMERS, TOMMIE •••	247881	0.00	$0.00	1.00	$29.99	$29.99
6/15/2017	SUMMERS, TOMMIE •••	247881	30.00	$19.99	0.00	$0.00	$599.70
6/16/2017	SUMMERS, TOMMIE •••	247990	0.00	$0.00	10.50	$29.99	$314.90
6/17/2017	SUMMERS, TOMMIE •••	248277	0.00	$0.00	8.00	$29.99	$239.92
	ACA Benefits Surcharge		40.00	$0.19	0.00	$0.00	$7.60

Vendor # 1967290 PA CA 81710

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026400	42040	50 640000	$ 1,392.01
			$

MGR APPROVAL

LESS Retainage Withheld $

Net Amount Due $

Batch # 2404889
Doc # 1510433
Paid 8/8/17

Total Due: $1,392.01

Invoice Number: CH-15051153
Invoice Date: 6/18/2017
Invoice Amount: $1,392.01

THANK YOU FOR USING STAFF ZONE

R - 21605

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STAFF 2018

Atlanta-Doraville 770-220-9950
Atlanta-East Point 404-762-2542
Atlanta-Marietta 678-903-6545
Augusta 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: BALFOUR BEATTY CONSTRUCTION
(Bill To)

Job Site Name & Address: 404 KING STREET CHARLESTON SC 29401

P O 13026000/ TOMMIE SUMMERS

Report to: MARTY

Time: 7AM

No of Workers Needed: (1)

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

How Many? 1 Time? 7 Report to: Peanut

x Authorized Signature Stitcher Cross (Print Name)

Reachable Phone Number: Shoring 6th floor

Job Description: Skilled carpenter

Remarks:

SAFETY FIRST Our MOD Rate is .82

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
Tommie Summers	10							
STAFF	7A							

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS: 10 hr

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

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STAFF ZONE

Atlanta-Doraville 770-220-9950
Atlanta-East Point 404-792-2512
Atlanta/Marietta 678-903-6545
Augusta 24-9585
Austin 512-452-8367
Birmingham 205-703-9701
Brunswick 912-264-9500
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: DALFOUR BEATTY CONSTRUCTION (Bill To)

Job Site Name & Address: 404 KING STREET CHARLESTON, SC 29401

p n 13026000/ TOMMIE SUMMERS

Report to: MARTY

Time: 7AM

No of Workers Needed: 1

☑ Yes ☐ No

(Circle Day Needed)

Mon Tues Wed Thurs (Fri) Sat Sun RECHAT

How Many? 1 Time? 7 Report to:

x Authorized Signature Print Name

Reachable Phone Number: 32 hr

Job Description: Skilled Carpenter

Remarks: SAFETY FIRST Our MOD Rate is .82

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
Tommie Summers								

Certified Lift Needed

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS: 32.0 hr

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

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STAFFZONE

Atlanta Roswell
678-320-9950
Atlanta East Point
404-762-2512
Atlanta Marietta
678-903-6549
Austin
Bir
Birmingham
205-703-9701
Brunswick
912-264-5500
Charleston
843-308-8663
Charleston 2
843-202-1551
Charlotte
704-214-9663
Columbia
803-399-9663
Columbus
706-324-1780
Dallas
972-258-9663
Denver
720-638-4172
Ft. Worth
817-900-9000
Greensboro
336-553-2970
Greenville
864-371-0004
Huntsville
256-964-7224
Jacksonville
904-634-0052
Nashville
615-242-9063
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 CONSTRUCTIO

Job Site Name & Address: 404 KING STREET CHARLESTON, SC 29401

P.O. 13026000/ TERRIE SUMMERS

Report to: MARTY

Time: 7AM

No of Workers Needed: 1

Yes ☐ No

(Circle Day Needed)

Mon Tues Wed Thurs Fri Sat Sun

How Many? 1 Time? 7 Report to: Peanut

Authorized Signature: Katelan Cross

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
Terrie Summers					10½			

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS: 10½hr

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 2:22 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STAFF ZONE

Atlanta-Cantrell 678-290-9250
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 2 843-203-1551
Charlotte 704-714-9663
Columbia 803-399-9663
Columbus 706-324-1780
Dallas 972-258-9663
Denver 720-038-4972
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 919-869-9663
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/ TOMMIE SUMMERS

Report to: MARTY

Time: 7AM

No of Workers Needed: (1)

☑ Yes ☐ No (Circle Day Needed)

Mon Tues Wed Thurs Fri Sat Sun

How Many? 1 Time? 7 Report to: Peanut

x Authorized Signature

Print Name

Reachable Phone Number:

Job Description: Skilled Carpenter

Remarks:

SAFETY FIRST Our MOD Rate Is .82

Employee Name	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Total
Tommie Summers						8		
STAFF								

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS: 8 hr

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 10 2:38 PM - COMMON PLEAS - CASE#2019CP1001108

INVOICE

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

Invoice Number: CH-15051152
Invoice Date: 6/18/2017
Invoice Amount: $2,765.68

Amount Paid: _____

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

STAFF ZONE

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

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

↑ Please remit this stub with payment ↑

Date	Description	Ticket Number	Regular Hours	Regular Rate	Overtime Hours	Overtime Rate	Amount
6/12/2017	WALKER, SOLOMON D.	247819	9.00	$19.99	0.00	$0.00	$179.91
6/12/2017	SHIVERS, KAREEM	247820	9.00	$19.99	0.00	$0.00	$179.91
6/13/2017	WALKER, SOLOMON D.	247882	9.00	$19.99	0.00	$0.00	$179.91
6/13/2017	SHIVERS, KAREEM	247883	9.00	$19.99	0.00	$0.00	$179.91
6/14/2017	HIERS, STEVE MICHAEL	247988	10.50	$19.99	0.00	$0.00	$209.90
6/14/2017	WALKER, SOLOMON D.	247988	10.50	$19.99	0.00	$0.00	$209.90
6/15/2017	HIERS, STEVE MICHAEL	248172	9.00	$19.99	0.00	$0.00	$179.91
6/15/2017	WALKER, SOLOMON D.	248108	8.50	$19.99	0.00	$0.00	$169.92
6/15/2017	SHIVERS, KAREEM	248108	7.00	$19.99	0.00	$0.00	$139.93
6/16/2017	HIERS, STEVE MICHAEL	248190	9.00	$19.99	0.00	$0.00	$179.91
6/16/2017	WALKER, SOLOMON D.	248188	0.00	$0.00	6.00	$29.99	$179.94
6/16/2017	WALKER, SOLOMON D.	248188	3.00	$19.99	0.00	$0.00	$59.97
6/16/2017	SHIVERS, KAREEM	248189	8.50	$19.99	0.00	$0.00	$169.92
6/17/2017	HIERS, STEVE MICHAEL	248276	7.00	$19.99	0.00	$0.00	$139.93
6/17/2017	WALKER, SOLOMON D.	248275	0.00	$0.00	8.00	$29.99	$239.92
6/17/2017	SHIVERS, KAREEM	248276	0.00	$0.00	0.50	$29.99	$15.00

Batch # 2404889
Doc # 1517435
Paid 8/8/17

Vendor # 1967290 PA GA 8/7/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026000	42040	50616000	$ 2,765.68
			$

MGR APPROVAL

LESS Retainage Withheld $

Net Amount Due $

THANK YOU FOR USING STAFF ZONE

Page 1 of 2

Invoice Number: CH-15051152
Invoice Date: 6/18/2017
Invoice Amount: $2,765.68

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

INVOICE

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

Invoice Number: CH-15051152
Invoice Date: 6/18/2017
Invoice Amount: $2,765.68

Amount Paid: _____

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

STAFF ZONE

Best in Class SAFETY FIRST

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

PO #:13026000/SKILLED CARPENTERS

Customer Number: 50BALF

			Regular		Overtime		
Date	Description	Ticket Number	Hours	Rate	Hours	Rate	Amount
6/17/2017	SHIVERS, KAREEM	248276	6.50	$19.99	0.00	$0.00	$129.94
	***						
	ACA Benefits Surcharge		115.50	$0.19	0.00	$0.00	$21.95

Total Due: $2,765.68

Invoice Number: CH-15051152
Invoice Date: 6/18/2017
Invoice Amount: $2,765.68

THANK YOU FOR USING STAFF ZONE

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STAFFZONE

Atlanta/Doraville
Atlanta-East Point
Atlanta-Marietta
Augusta
Austin
Birmingham
Brunswick
Charleston
Charleston 2
Charlotte
Columbia
Columbus
Dallas
Denver
Ft Worth
Greensboro
Greenville
Huntsville
Jacksonville
Nashville
Orlando
Raleigh
Richmond
Savannah
Tampa

Company (Bill To): BALFOUR BEATTY CONSTRUCTION

Job Site Name & Address: 404 KING STREET CHARLESTON, SC 29401

P.O. 13026000/SKILLED CARPENTERS

Report to: MARTY/ELYEN

Time: 7AM

No of Workers Needed: 1

☑ Yes ☐ No

(Circle Day Needed)

Mon (Tues) Wed Thurs Fri Sat Sun

How Many? 1 Time? 7 Report to:

x _____ Authorized Signature

Alyssa Szady 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
[illegible]	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.

REGIONAL COPY

ELECTRONICALLY FILED - 2022 May 16 PM 1:21 - CCP - COMMON PLEAS - CASE#2019CP1001108

STAFF ZONE

Atlanta-Duluth
770-220-9450
Atlanta-East Point
404-762-2512
Atlanta-Marietta
678-903-8545
Augusta
724-9585
Austin
512-452-8367
Birmingham
205-703-9701
Bronxville
914-264-9500
Charleston
843-308-9663
Charleston 2
843-202-1551
Charlotte
704-714-9663
Columbia
803-399-5663
Columbus
706-324-1184
Dallas
972-256-9603
Denver
720-638-4972
Ft. Worth
817-900-9000
Greensboro
336-553-2970
Greenville
864-271-0004
Huntsville
256-564-7274
Jacksonville
904-634-6052
Nashville
615-242-9663
Orlando
407-417-5466
Raleigh
919-363-9663
Richmond
804-644-9663
Wilmington
910-465-9120
Tampa
813-972-9663

Company: BALFOUR BEATTY CONSTRUCTION
(Bill To)

Job Site Name &Address: 409 KING STREET CHARLESTON, SC 29401

P.O.# 13026000/SKILLED CARPENTERS

Report to: MARTY/FLYNN

Time: 7am

No. of Workers Needed: 1

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

How Many? 1 Time? _____ Report to: _____

X _____
Authorized Signature

Reachable Phone Number

Print Name

Job Description: Skilled Carpenter

Remarks:

SAFETY FIRST

Our MOD Rate is .82

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

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS: 1

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 01 - COMMON PLEAS - CASE#2019CP1001108

STAFF ZONE

Atlanta Peachtree 678-270-9950
Atlanta East Point 404-762-2512
Atlanta-Marietta 678-903-6545
Augusta 724-9585
Austin 512-452-8367
Birmingham 205-703-0701
Brunswick 912-264-9500
Charleston 843-308-9663
Charleston 2 843-202-1551
Charlotte 704-714-9669
Columbia 803-359-9643
Columbus 706-324-1780
Dallas 972-233-5100
Denver 720-638-4972
Ft. Worth 817-900-9000
Greensboro 336-553-2970
Greenville 864-271-0404
Huntsville 256-964-7274
Jacksonville 904-634-0052
Nashville 615-242-9603
Orlando 407-413-5066
Raleigh 919-863-9663
Richmond 804-644-9663
Savannah 912-965-9120
Tampa 813-374-9663

Date: 6/13/2019

Company: BALFOUR BEATTY CONSTRUCTION
(Bill To)

Job Site Name & Address: 404 KING STREET CHARLESTON, SC 29401

P O: 13026000/SKILLED CARPENTERS

Report to: BARTY/FLYNN

Time: 7AM

No of Workers Needed: 1

Repeat Work Order? ☑ Yes ☐ No

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

How Many? Time? Report to:

x Authorized Signature

Print Name

Reachable Phone Number:

Job Description: Skilled Carpenter

Remarks:

SAFETY FIRST

Our MOD Rate Is .82

Employee Name	Mo	Tue	Wed	Thu	Fri	Sat	Sun	Total
Brandon Lockhart	7							7

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS: 7

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

ORIGINAL COPY

ELECTRONICALLY FILED - 2019 May 07 PM 4:23 - COMMON PLEAS - CASE#2019CP1001108

STAFF ZONE

Atlanta-Decatur-Tucker 770-939-9450
Atlanta-East Point 404-762-2512
Atlanta-Marietta 678-903-6545
Augusta 724-9585
Austin 512-452-8367
Birmingham 205-703-970
Brunswick 912-264-5500
Charleston 843-308-9663
Charleston 2 843-202-1551
Charlotte 704-714-9663
Columbia 803-799-9663
Columbia 706-324-1780
Dallas 972-259-9500
Denver 720-614-4072
Ft. Worth 817-900-9000
Greensboro 336-553-2970
Greer 864-251-0004
Huntsville 256-464-7274
Jacksonville 904-634-0003
Nashville 615-242-9663
Orlando 407-418-5065
Raleigh 919-863-9663
Richmond 804-744-9603
Savannah 912-961-9120
Tampa 813-972-9663

Date: 12/13/2021

Company: BALFOUR BEATTY CONSTRUCTION

(Bill To)

Job Site Name & Address: 404 KING STREET, CHARLESTON SC 29401

P O: 13026000/SKILLED CARPENTERS

Report to: MARTY/ELTON

Time: 7AM

No of Workers Needed: 1

Yes / No

(Circle Day Needed)

Mon Tues Wed Thurs Fri Sat Sun

How Many? Time? Report to:

x Authorized Signature

Print Name: Alvin Yeo

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
Kwame Sholars		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.

REGIONAL COPY

FILED ELECTRONICALLY
CHARLESTON COUNTY
12/30/2021 2:32:34 PM
2019CP1001108
CASE#2019CP1001108 - COMMON PLEAS

STAFF ZONE

Atlanta-Perimeter
404-760-9663
Atlanta-East Point
404-762-2512
Atlanta-Marietta
678-903-8515
Augusta
706-724-9585
Austin
512-452-4367
Birmingham
205-703-9701
Brunswick
912-264-5500
Charleston
843-308-9663
Charleston 2
803-202-1551
Charlotte
704-214-9663
Columbia
803-399-9663
Columbus
706-324-1750
Dallas
972-248-9663
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
407-412-5066
Raleigh
919-861-9663
Richmond
804-644-9663
Savannah
912-965-9120
Tampa
813-972-9663

Company: (Bill To) RALEIGH COUNTY CONSTRUCTION

Job Site Name & Address: 404 KING STREET CHARLESTON, SC 29401

Report to: 13026000/SKILLED CARPENTERS MARTY/FLYNN

Time: 7AM

No of Workers Needed: 1

☒ Yes ☐ No (Circle Day Needed)

Mon Tues Wed Thurs Fri Sat Sun

How Many? 2 Time? 7AM Report to: Marty Sadler

x Authorized Signature Print Name

Reachable Phone Number:

Job Description: Skilled Carpenter

Remarks:

SAFETY FIRST

Our MOD Rate is .82

Employee Name	Mon	Tues	Wed	Thu	Fri	Sat	Sun	Total
Jovonni Lamar		10.5						10.5
Steve Hughes		10.5						10.5

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS: 21

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 10 PM 4:30 - COMMON PLEAS - CASE#2019CP1001108

STAFF ZONE

Atlanta Dunwoody 770-220-9260
Atlanta East Point 404-762-2612
Austin Pflugerville 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 336-553-2370
Greenville 864-271-0004
Huntsville 256-964-7274
Jacksonville 904-634-0252
Nashville 615-242-9663
Orlando 407-413-5066
Raleigh 919-863-9663
Richmond 804-644-9663
Savannah 912-925-9120
Tampa 813-972-9663

Company: (Bill To) BALFOUR BEATTY CONSTRUCTION

Job Site Name & Address: 404 KING STREET CHARLESTON, SC 29401

P O 13026000/SKILLED CARPENTERS

Report to: MARTY/FLYNN

Time: 7AM

No of Workers Needed: 1

Repeat Work Order? ☒ Yes ☐ No

(Circle Day Needed)

Mon Tues Wed Thurs Fri Sat Sun

How Many? 1 Time? 7 Report to: Flynn

Authorized Signature: Mac Wall Print Name: Marty

Reachable Phone Number: 803-201-3723

Job Description: Skilled Carpenter

Remarks:

SAFETY FIRST Our MOD Rate is .82

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
Steve Mears				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.

REGIONAL COPY

ELECTRONICALLY FILED - 2023 May 11 7:07 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STAFF ZONE

Atlanta-Cartersville
770-529-9505
Atlanta-Fort Point
404-562-2512
Atlanta-Marietta
678-801-8545
Austin
512-452-8367
Birmingham
205-703-9701
Brunswick
912-264-5500
Charleston
843-308-9663
Charleston 2
843-202-1551
Charlotte
704-714-9563
Columbia
803-399-9663
Columbus
706-324-1780
Dallas
972-259-9663
Fort Worth
817-900-9600
Greensboro
336-553-2970
Greenville
864-271-0004
Huntsville
256-564-7274
Jacksonville
904-634-0052
Nashville
615-242-9663
Orlando
407-413-5066
Raleigh
919-863-9663
Richmond
804-644-9662
Savannah
912-965-9110
Tampa
813-972-9663

Company: (Bill To) BALFOUR BEATTY CONSTRUCTION

Job Site Name & Address: 404 KING STREET CHARLESTON, SC 29401

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

Time: 7AM

No. of Workers Needed: 1

☒ 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: Skilled Carpenter

Remarks:

SAFETY FIRST Our MOD Rate is .85

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

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS:

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

REGIONAL COPY

ELECTRONICALLY FILED - 2021 May 17 PM 1:51 - COMMON PLEAS - CASE#2019CP1001108

STAFF ZONE

Atlanta-Dixieville
770-220-9990
Atlanta-Fort Point
404-766-2512
Atlanta-Marietta
678-903-6545
Augusta
706-724-9585
Austin
512-452-8367
Birmingham
205-703-9701
Brunswick
912-264-9500
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

Date: 9/16/21

Company: BALFOUR BEATTY CONSTRUCTION
(Bill To)

Job Site Name & Address: 404 KING STREET CHARLESTON, SC 29401

P O: 13026000/SKILLED CARPENTERS

Report to: MARTY/FLYNN

Time: 7AM

No of Workers Needed: 1

Repeat Work Order? ☑ Yes ☐ No

(Circle Day Needed)

Mon Tues Wed Thurs Fri Sat Sun

How Many? 1 Time? 7AM Report to:

x Pete Watson Pete Watson
Authorized Signature Print Name

Reachable Phone Number: 843 735 8754

Job Description: Skilled Carpenter

Remarks:

SAFETY FIRST

Our MOD Rate is .82

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
Kyle Nieves					9			
[illegible]					9			

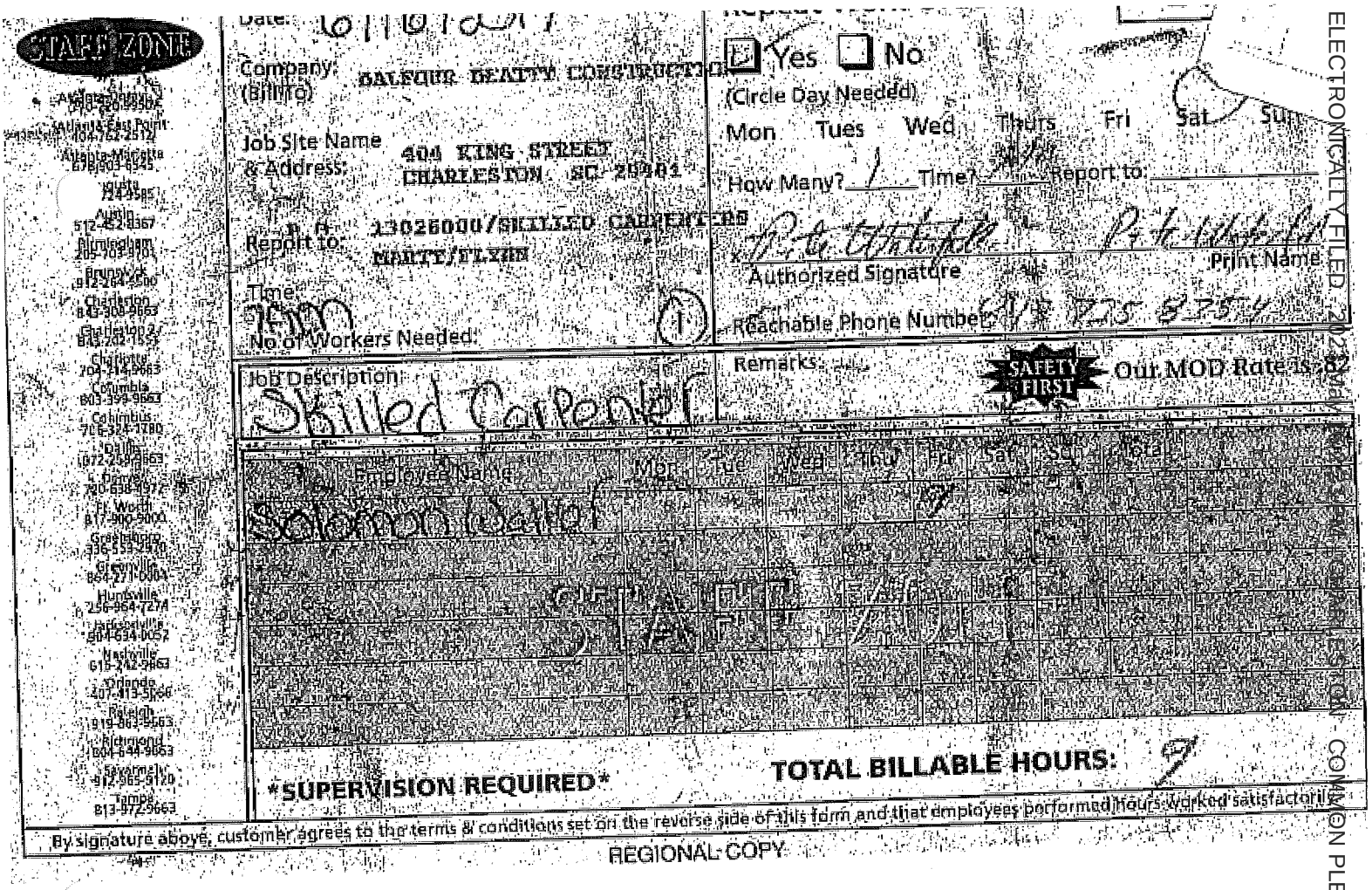
SUPERVISION REQUIRED

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.

REGIONAL COPY

ELECTRONICALLY FILED - 2021-May-06 04:38:31 PM - COMMON PLEAS - CASE#2019CP1001108



STAFF ZONE

Date: 10/10/2019

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: 7:00

No. of Workers Needed: 1

Repeat Yes ☐ No

(Circle Day Needed)

Mon Tues Wed Thurs Fri Sat Sun

How Many? 1 Time? 7:00 Report to:

Authorized Signature

Print Name

Reachable Phone Number 678 225 8754

Job Description: Skilled Carpenter

Remarks:

SAFETY FIRST

Our MOD Rate is .82

Row	Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	OT
1	Richard Deaton	9							

SUPERVISION REQUIRED

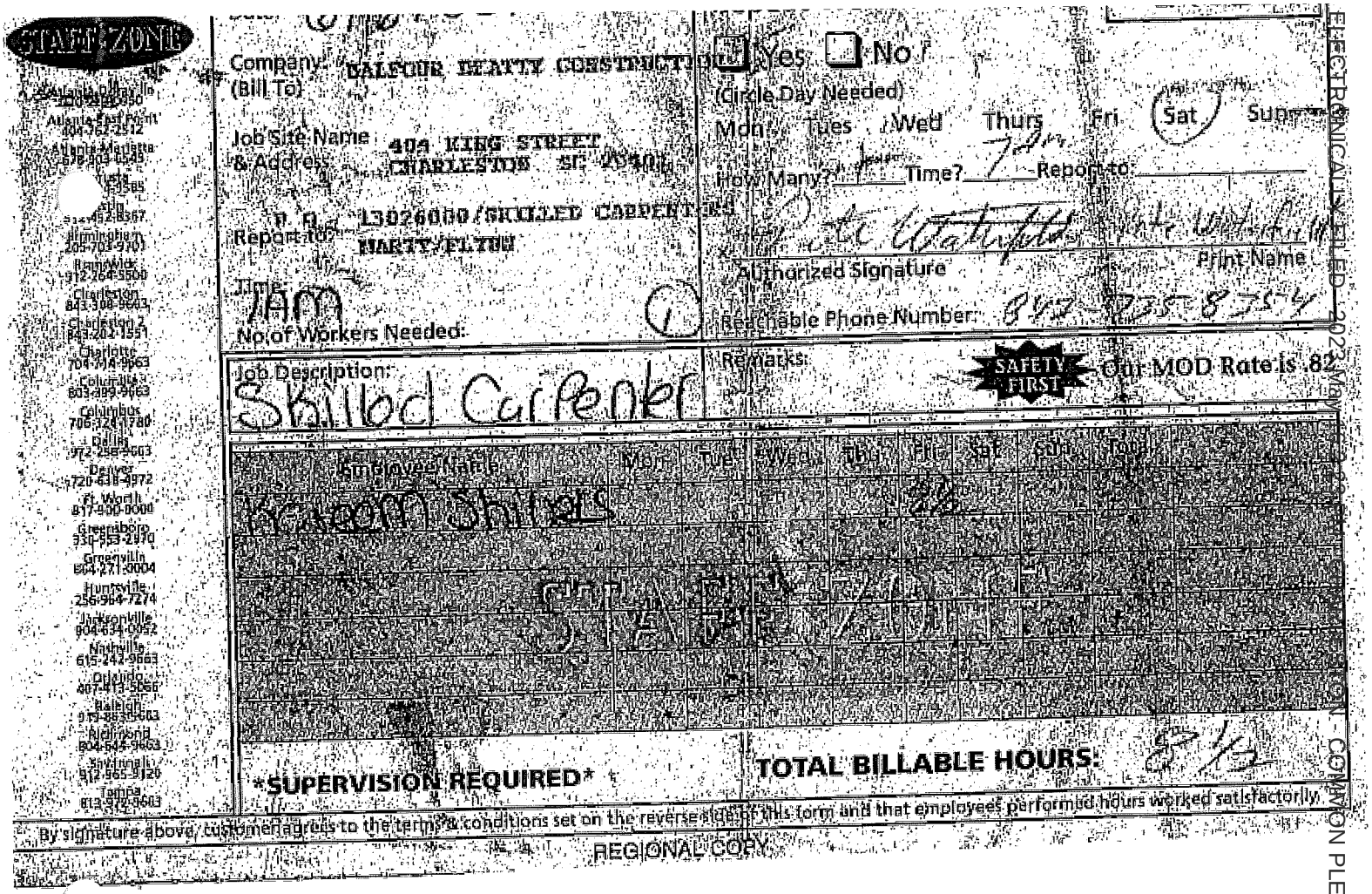
TOTAL BILLABLE HOURS: 9

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

REGIONAL COPY

Atlanta Perimeter 770-650-9950
Atlanta/East Point 404-762-2512
Atlanta-Marietta 678-903-6545
Austin 512-452-0367
Birmingham 205-703-9701
Brunswick 912-264-2500
Charleston 843-308-9663
Charleston 2 843-202-7555
Charlotte 704-714-9663
Columbia 803-399-9663
Columbus 706-324-1280
Dallas 972-259-9663
Denver 720-638-1977
Ft Worth 817-900-9000
Greenville 336-553-2470
Gwinnett 864-271-0004
Huntsville 256-964-7274
Jacksonville 904-634-0052
Nashville 615-242-9663
Orlando 407-413-5566
Raleigh 919-863-9663
Richmond 804-644-9063
Savannah 912-965-9120
Tampa 813-972-9663

ELECTRONICALLY FILED - 2021 May 17 P 12:57 - COMMON PLEAS - CASE#2019CP1001108



STAFF ZONE

Atlanta Buford
770-932-0550
Atlanta East Point
404-762-2512
Atlanta Marietta
678-903-0045
Austin
512-452-8367
Birmingham
205-703-9701
Brunswick
912-264-5500
Charleston
843-308-9603
Charleston 2
843-202-1551
Charlotte
704-714-9663
Columbia
803-499-9663
Columbus
706-324-1780
Dallas
972-255-9603
Denver
720-638-4972
Ft Worth
817-900-8000
Greensboro
336-553-2970
Greenville
864-271-0004
Huntsville
256-964-7274
Jacksonville
904-634-0952
Nashville
615-242-9663
Orlando
407-413-5066
Raleigh
919-833-9663
Richmond
804-644-9663
Savannah
912-965-9120
Tampa
813-970-9603

Company: (Bill To) CALFOUR BEATTY CONSTRUCTION

Job Site Name & Address: 404 KING STREET CHARLESTON SC 29401

P.O. #: L3026080/SKILLED CARPENTERS

Report to: MARTY/FLTOO

Time: 7AM

No of Workers Needed: 1

☑ Yes ☐ No

(Circle Day Needed)

Mon Tues Wed Thurs Fri Sat Sun

How Many? 1 Time? 7am Report to:

Authorized Signature: [signature] Print Name:

Reachable Phone Number: 843-735-8754

Job Description: Skilled Carpenter

Remarks:

SAFETY FIRST

Our MOD Rate is .82

Employee Name	Mon	Tue	Wed	Th	Fri	Sat	OT	Total
Keaton Shirah						8		

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS: 8 1/2

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 31 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STAFF ZONE

Atlanta Norcross 770-242-9990
Atlanta Pt Point 404-762-2512
Atlanta Marietta 678-903-2545
Austin 512-452-8367
Birmingham 205-703-9100
Brunswick 912-264-9500
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 336-553-2070
Greenville 864-271-0014
Huntsville 256-964-7278
Jacksonville 904-634-0052
Nashville 615-242-9663
Orlando 407-413-5066
Raleigh 919-863-9663
Richmond 804-644-9663
Savannah 912-224-2663
Tampa 813-972-9663

Company: (Bill To) BALFOUR BEATTY CONSTRUCTION

Job Site Name & Address: 204 KING STREET CHARLESTON SC 29401

P.O. Number: 13026000/SKILLED CARPENTERS

Report To: MARTY/ELTON

Time: 7AM

No of Workers Needed: 1

☒ Yes ☐ No

(Circle Day Needed)

Mon Tues Wed Thurs Fri Sat Sun

How Many? 2 Time? Report to:

x Authorized Signature

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
Keagan Shuler								
Edgar Hess								

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-01 - COMMON PLEAS - CASE#2019CP1001108

STAFF ZONE

Atlanta-Doraville 770-220-9850
Atlanta-Fairburn 470-404-2662
Atlanta-Marietta 678-903-6545
Austin 254-953-9585
Austin 512-452-9367
Birmingham 205-703-9701
Brunswick 912-264-5500
Charleston 843-308-9663
Charleston 2 843-202-1551
Charlotte 704-714-9663
Columbia 803-399-9603
Columbus 706-324-1780
Dallas 972-259-9663
Denver 720-638-4972
Ft Worth 817-900-9000
Greensboro 336-553-2970
Greenville 864-271-0004
Huntsville 256-964-7774
Jacksonville 904-634-0052
Nashville 615-242-9663
Orlando 407-419-9666
Raleigh 919-803-9663
Richmond 804-644-9664
Savannah 912-965-9120
Tampa 813-972-9603

Company: (Bill To) BALFOUR BEATTY CONSTRUCTION

Job Site Name &Address: 404 KING STREET CHARLESTON, SC 29401

P.O. 13026000/SKILLED CRAFTSMEN

Report to: MARTY/ELTON

Time: 7AM

No of Workers Needed: 1

☒ Yes ☐ No

(Circle Day Needed)

Mon Tues Wed Thurs Fri Sat Sun

How Many? 1 Time? 7AM Report to: [illegible]

x [illegible] Authorized Signature

[illegible] 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
[illegible]					8			8
[illegible]					8			8

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS: 16

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

REGIONAL COPY

ELECTRONICALLY FILED - 2023 May [illegible] COMMON PLEAS - CASE#2019CP1001108

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

INVOICE

Invoice Number: CH-15051480
Invoice Date: 7/16/2017
Invoice Amount: $912.17
Amount Paid: _____

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

ELECTRONICALLY FILED - 2023 May 16 2:23 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
7/10/2017	HIERS, STEVE MICHAEL ***	154486	9.00	$19.99	0.00	$0.00	$179.91
7/11/2017	HIERS, STEVE MICHAEL ***	670608	9.00	$19.99	0.00	$0.00	$179.91
7/12/2017	HIERS, STEVE MICHAEL ***	670709	9.00	$19.99	0.00	$0.00	$179.91
7/13/2017	HIERS, STEVE MICHAEL ***	670791	9.00	$19.99	0.00	$0.00	$179.91
7/14/2017	HIERS, STEVE MICHAEL ***	670926	0.00	$0.00	3.50	$29.99	$104.97
7/17/2017	HIERS, STEVE MICHAEL ***	670926	4.00	$19.99	0.00	$0.00	$79.96
	ACA Benefits Surcharge		40.00	$0.19	0.00	$0.00	$7.60

Vendor # 1967290 PA CA 8/7/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026400	42040	50160000	$ 912.17
			$

MGR APPROVAL

LESS Retainage Withheld $

$

Batch # 244889
Doc # 1517431
Paid 8/8/17

Total Due: $912.17

Invoice Number: CH-15051480
Invoice Date: 7/16/2017
Invoice Amount: $912.17

THANK YOU FOR USING STAFF ZONE

STAFF ZONE

Atlanta-Doraville 770-220-9950
Atlanta-East Point 404-762-2512
Atlanta-Marietta 678-903-6545
Augusta 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

Date: 10/4/1

Company: (Bill To) BALFOUR BEATTY CONSTRUCTION

Job Site Name & Address: 404 KING STREET CHARLESTON SC 29401

Report to: 13026000/SKILLED CARPENTERS

Time: 7AM MARTY/FLYNN

No of Workers Needed: (1)

Repeat Work Order? ☑ Yes ☐ No

(Circle Day Needed)

Mon Tues Wed Thurs Fri Sat Sun

How Many? 1 Time? 7 Report to: Peanut

X _____ Authorized Signature

Print Name

Reachable Phone Number:

Job Description: Skilled Carpenter

Remarks:

SAFETY FIRST Our MOD Rate is .82

Employees Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
STEVE HICKS	9							

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS: 9 hr

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 - 2019 May 16 - COMMON PLEAS - CASE#2019CP1001108

STAFF ZONE

Atlanta-Doraville, GA 770-220-9950
Atlanta-East Point, GA 404-762-2512
Atlanta-Marietta, GA 909-6545
tin, 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 919-963-9663
Richmond, VA 804-644-9663
Savannah, GA 912-965-9120
Tampa, FL 813-972-9663

Company (Bill To): BALFOUR BEATTY CONSTRUCTION

Job Site Name & Address: 404 KING STREET
CHARLESTON, SC 29401

P.O.: 13026000/SKILLED CARPENTERS

Report to: MARTY/ELTON

Time: 7AM

No of Workers Needed: 1

☑ 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: Skilled Carpenter

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
Steve Mors		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.

REGIONAL COPY

ELECTRONICALLY FILED - 2023 May-16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STAFF ZONE

Atlanta-Dacula, GA 770-822-8950
Atlanta-East Point, GA 404-762-2512
Atlanta-Marietta, GA 404-763-6545
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: DALFOUR BEATTY CONSTRUCTION (Bill To)

Job Site Name & Address: 404 KING STREET CHARLESTON, SC 29401

P.O. 13026000/SKILLED CARPENTERS

Report to: MARTY/FLYNN

Time: 7AM

No. of Workers Needed: 1

☒ Yes ☐ No (Circle Day Needed)

Mon Tues Wed Thurs Fri Sat Sun

How Many? 1 Time? 7 Report to:

x [signature] Authorized Signature

Flynn Grady Print Name

Reachable Phone Number:

Job Description: Skilled Carpenter

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
Steve Nicks			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.

REGIONAL COPY

ELECTRONICALLY FILED - 2023 May 18 3:38 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STAFFZONE

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

Date: 11/3/11

Company: BALFOUR BEATTY CONSTRUCTION
(Bill To)

Job Site Name & Address: 404 KING STREET CHARLESTON, SC 29401

P O # 13026000/SKILLED CARPENTERS

Report to: MARTY/FLYNN

Time: 7AM

No of Workers Needed: 1

Repeat Work Order? ☒ Yes ☐ No

(Circle Day Needed)

Mon Tues Wed Thurs Fri Sat Sun

How Many? 1 Time? 7 Report to:

x _____ Flynn Grady
Authorized Signature Print Name

Reachable Phone Number:

Job Description: Skilled Carpenter

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
Steve Lewis								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

REGIONAL COPY

ELECTRONICALLY FILED - 2023 May 16 4:34 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STAFFZONE

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

4/11/2017

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: 4

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

How Many? 1 Time? 7 Report to: Pete

x Authorized Signature Pete Watts Print Name

Reachable Phone Number: 843 725 8454

Job Description:
Skilled Carpenter

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
Steve Hicks					7½			

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS: 7½

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 4:34 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-15051721
Invoice Date: 7/30/2017
Invoice Amount: $766.84
Amount Paid: _____

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

STAFF ZONE

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

PO #:13026000/SKILLED CARPENTERS

Customer Number: 50BALF

↑ Please remit this stub with payment ↑

			Regular		Overtime		
Date	Description	Ticket Number	Hours	Rate	Hours	Rate	Amount
7/24/2017	HIERS, STEVE MICHAEL ***	671455	5.00	$19.99	0.00	$0.00	$99.95
7/25/2017	HIERS, STEVE MICHAEL ***	671567	9.00	$19.99	0.00	$0.00	$179.91
7/26/2017	HIERS, STEVE MICHAEL ***	671664	9.00	$19.99	0.00	$0.00	$179.91
7/27/2017	HIERS, STEVE MICHAEL ***	671772	8.00	$19.99	0.00	$0.00	$159.92
7/28/2017	HIERS, STEVE MICHAEL ***	671869	7.00	$19.99	0.00	$0.00	$139.93
	ACA Benefits Surcharge		38.00	$0.19	0.00	$0.00	$7.22

Batch # 2493935
Doc # 1532413

Vendor # 1960290 PA CA 9111n

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026000	42040	50610000	$ 766.84
			$

MGR APPROVAL

LESS Retainage Withheld $

$

Total Due: $766.84

Invoice Number: CH-15051721
Invoice Date: 7/30/2017
Invoice Amount: $766.84

THANK YOU FOR USING STAFF ZONE

R - 21630

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STAFF ZONE

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

Date: 11/24/2021

Repeat Work Order? 671455

☑ Yes ☐ No

Company: (Bill To) DALFOUR BEATTY CONSTRUCTION

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

Job Site Name & Address: 404 KING STREET CHARLESTON, SC 29401

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

Report To: 13026000/SKILLED CARPENTERS MARTY/FLYNN

x Pete Wolff Authorized Signature Pete Wolff Print Name

Time: 7AM

No of Workers Needed: 1

Reachable Phone Number: 843 735 8354

Job Description: Skilled Carpenter

Remarks: Temp Doors & Elevator Sills

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
Seth Wells	5							
Curtis Tyler	5							

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS: 5

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 - 2021 Mar 16 2:22 PM - COMMON PLEAS - CASE#2019CP1001108

STAFF ZONE

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

Date: 7/23/2019

Repeat Work Order? ☑ Yes ☐ No

071561

Company: (Bill To) BALFOUR BEATTY CONSTRUCTION

Job Site Name & Address: 404 KING STREET CHARLESTON. SC 29401

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

How Many? 1 Time? 7 Report to: FLYNN

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

Time: 7AM

No of Workers Needed: 1

x _____ Authorized Signature Print Name

Reachable Phone Number:

Job Description: Skilled Carpenter

Remarks: Building wood temp doors L9 to ter... Per temp dry in ... Blocking on Lb Bar...

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
Steve Nief	9							
[illegible]								
[illegible]								

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 - 2019 May 16 P 01:15 - COMMON PLEAS - CASE#2019CP1001108

STAFF ZONE

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

Date: 11/21/2017

Company: (Bill To) BALFOUR BEATTY CONSTRUCTION

Job Site Name & Address: 404 KING STREET CHARLESTON, SC 29401

P.O. 13026000/SKILLED CARPENTERS

Report to: MARTY/FLYNN

Time: 7AM

No of Workers Needed: 1

Repeat Work Order? ☑ Yes ☐ No

011004

(Circle Day Needed)

Mon Tues Wed Thurs Fri Sat Sun

How Many? 1 Time? 7 Report to: Peanut

x [signature] Authorized Signature

Print Name

Reachable Phone Number:

Job Description: Skilled Carpenter

Remarks:

* Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
[illegible]			9					

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS: 9 hr

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 - 2019 May 10 - COMMON PLEAS - CASE#2019CP1001108

STAFF ZONE

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

Company: (Bill To) BALFOUR BEATTY CONSTRUCTION

Job Site Name & Address: 404 KING STREET CHARLESTON, SC 29401

Report to: P O 13026000/SKILLED CARPENTERS

Time: MARTY/FLYNN 7AM

No of Workers Needed: 1

Repeat Work Order? ☒ Yes ☐ No

011712

(Circle Day Needed)

Mon Tues Wed Thurs (Fri) Sat Sun

How Many? 1 Time? 7 Report to:

Authorized Signature

Print Name

Reachable Phone Number:

Job Description: Skilled Carpenter

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
Steve Nier				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 - COMMON PLEAS - CASE#2019CP1001108

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

Date: 11/20/1[illegible]

Company: (Bill To) BALFOUR BEATTY CONSTRUCTION

Job Site Name & Address: 404 KING STREET CHARLESTON, SC 29401

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

Time: 7AM

No of Workers Needed: 1

Repeat Work Order? ☐ Yes ☒ No

071009

(Circle Day Needed)

Mon Tues Wed Thurs Fri Sat Sun

How Many? ____ Time? ____ Report to: ____

x [signature] Authorized Signature

Flynn Szadi Print Name

Reachable Phone Number: 843-954-68[illegible]

Job Description: Skilled Carpenter

Remarks:

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

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS: 8

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

CORPORATE COPY

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ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request # 10
Work Performed Through: 08/31/17

Subcontractor's Name: Buck Lumber & Building Supply
Subcontractor's Address: 1911 Maybank Hwy.
Charleston, SC 29412-2115

Phone Number: 843-795-0150
Fax Number: 843-795-0165

Project Name: Hotel at Marion Square
Job No.: 13026400
Date: 08/28/17
Owner: Library Associates, LLC

Description of Work: Building Supplies/Blocking

Original Contract Amount	$85,000.00	
Change Order Total	$0.00	
Through C/O #: 0		
Total Revised Contract	$85,000.00	
Previous Work Performed to Date(SSR)	$28,369.42	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$178.47	
New Work Performed to Date	$28,547.89	
Less 0 % Retainage	$0.00	
Amount Earned to Date	$28,547.89	
Less Previous Net Billings	$28,369.42	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$178.47	

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

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

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

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50000	3423077	13026400	
Date	Invoice #	Description		
08/31/17	13026400 - 10	13026400 . PE# 10 . 170831		
Gross Amount		Retainage Amt	Net Amount	
$178.47			$178.47	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO				NO

Hall Codes: Cond Waiver

Approvals:
PM / Date
CA 08/28/17
PA / Date
APA / Date

R - 21636

EXHIBIT A

Buck Lumber & Building Supply

Hotel at Marion Square

JOB#: 13026400 CONTRACT#: 0 PAY APP# : 10

August 31, 2017

INVOICE DATE	INVOICE #	PREVIOUSLY PAID INVOICES	CURRENT INVOICES DUE	COMMENTS
10/28/2016	1058401	$ 497.70		PE#01
11/1/2016	1063811	$ 1,004.33		PE#01
11/29/2016	1103061	$ 1,652.83		PE#02
11/10/2016	1076751	$ 896.52		PE#02
12/12/2016	1124611	$ 985.18		PE#03
12/16/2016	1133811	$ 400.26		PE#03
12/20/2016	1138971	$ 1,519.17		PE#03
1/9/2017	1157961	$ 380.52		PE#04
1/9/2017	1160271	$ 517.70		PE#04
1/18/2017	1177881	$ 709.59		PE#04
1/26/2017	1194281	$ 1,047.16		PE#05
2/9/2017	1217931	$ 899.88		PE#05
2/9/2017	1218821	$ 1,047.16		PE#05
2/14/2017	1226721	$ 1,047.16		PE#05
2/15/2017	1227451	$ 423.15		PE#05
2/17/2017	1234491	$ 126.58		PE#06
2/22/2017	1241661	$ 1,013.23		PE#06
2/22/2017	1247191	$ 727.82		PE#06
3/1/2017	1252221	$ 1,744.76		PE#06
3/2/2017	1253211	$ 284.92		PE#06
3/9/2017	1270261	$ 404.53		PE#06
3/14/2017	1275881	$ 2,235.28		PE#06
3/20/2017	1286621	$ 570.35		PE#07-paid 03/27/17-check number 166216
3/29/2017	1306601	$ 183.91		PE#07-paid 03/31/17-check number 167406
4/5/2017	1318981	$ 1,096.94		PE#07-paid 04/07/17-check number 169393
4/10/2017	1329051	$ 1,573.34		PE#07--paid 04/19/17-check number 172312
4/12/2017	1334731	$ 1,416.62		PE#07-paid 04/19/17-check number 172312
4/20/2017	1347451	$ 789.10		PE#07-paid 04/21/17-
4/28/2017	1362471	$ 786.63		PE#08-paid 05/01/17-check number 174836
4/28/2017	1334641	$ (670.80)		PE#08-paid 05/01/17-check number 174836
5/9/2017	1376591	$ 670.42		PE#08-paid 05/15/17-check number 178674
5/11/2017	1376781	$ (629.30)		PE#08-paid 05/15/17-check number 178674
5/9/2017	1380881	$ 1,255.13		PE#08-paid 05/15/17-check number 178674
5/16/2017	1393181	$ 1,263.48		PE#08-paid 05/19/17
5/26/2017	1412231	$ 237.51		PE#09-paid 06/01/17-check number 182402
5/31/2017	1418521	$ 260.66		PE#09-paid 06/01/17-check number 182402
7/21/2017	1503191		$ 178.47	PE#10
		$ 28,369.42	$ 178.47	

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BUCK
Lumber & Building Supply, Inc.

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

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

TRANSACTION TYPE
CHARGE SALE

STORE NAME
BUCK LUMBER

AUTH: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

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

CHARLOTTE, NC 28203

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

CHARLESTON, SC 29403

CUST CODE	TIME	TRANS#	DATE	STR	SLS#	W/B	TILL	O/Q#	ORDER DT	DATE WANTED	ZONE
BALFB98	11:39	1503191	072117	1	14	121	041	150319	07/20/17	07/21/17	

REFERENCE NUMBER	CUSTOMER ORDER#	ORDERED BY	BUCK PO#	DUE IN DATE	SALESMAN
					SCOTT EUBANKS

LN	ITEM CODE	ORD	SHIP	DESCRIPTION	PRICE/UNIT	EXTENSION
1	248T	21	21	2X4-8 TREATED #2 PRIME GC	4.970 PC	104.37
2	2410T	6	6	2X4-10 TREATED #2 PRIME GC	6.050 PC	36.30
3	148T	4	4	1 X 4 X 8' TREATED #2 APG (WET)	3.300 EACH	13.20
4	168T	2	2	1 X 6 X 8' TREATED #2 APG (WET)	4.930 EACH	9.86
				Total Ship Units: 543.000 LB		

Vendor # 342 Bonn PA CA 7131117

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
B026400	42045	50810060	$ 178.47
			$

MGR APPROVAL

LESS Retainage Withheld $

$

Batch # 2467146
Doc # 1513530
Paid- 7131117

NET AMT	DISC	TAX%	TAX AMT	TOTAL AMT
163.73		9.000	14.74	178.47

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

ORIGINAL INVOICE

R - 21638

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DEFENDANT LIBRARY ASSOCIATES,

LLC'S TRIAL EXHIBIT #135

Part 1 of 2

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BBC v. LIBRARY ASSOCIATES

2019-CP-10-01108

PAY APPLICATION #30

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	**30** 09/01/2017 09/30/2017
CONTRACTOR ADDRESS	**Balfour Beatty Construction, LLC** 1930 Camden Rd Charlotte, NC 28203	ARCHITECT ADDRESS PHONE #	**WINFORD LINDSAY ARCHITECT** 344 West Pike Street Lawrenceville, GA 30046 770-407-5796	VENDOR #: ARCHITECT'S PROJECT NO	
CONTRACT	**THE HOTEL AT MARION SQUARE** (Project #13026000)				

DISTRIBUTION TO:

- [X] OWNER
- [X] CONTRACTOR
- [X] ARCHITECT
- [ ] ENGINEERS

CONTRACT DATE	**2/18/2015**
NTP DATE	**3/19/2015**
CONTRACT COMPL DATE	**8/19/2017**

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner TOTAL	$ 3,185,441.69	
Approved this Month		
No. / Date Approved	$ -	
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.

R-21641

CONTRACTOR: **Balfour Beatty Construction, LLC.**

By: _____ Date: 10/30/19

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)		$ 49,045,939.95
5. RETAINAGE:		
a.	10 % of Completed Work $ 4,558,883.10	
b.	10 % of Stored Materials $ 30,739.50	
Total Retainage (Line 5a + 5b or Total in Column J of G703)		$ 4,589,622.60
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 44,456,317.36
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 43,508,608.29
8. CURRENT PAYMENT DUE		$ 947,709.07
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$ 18,073,871.33

State of : South Carolina County of: Charleston

Subscribed and sworn to before me this 30 day of October 2017

Notary Public: _____

My commission expires: 04-04-2022

947,709.07

AMOUNT CERTIFIED $ _____

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

ARCHITECT: WINFORD LINDSAY ARCHITECT

By: Jennifer Faulkinberry Date: 11.2.17

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.

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.

G702-1983

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CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT

containing Contractor's signed , is attached.

In tabulations below, amounts a d 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 NU 30
PERIOD 09/01/2017
PERIOD TO 09/30/2017

A	B		C				D	E	F	G	H	I	J
			COMMITMENT VALUES				WORK COMPLETED			TOTAL			
LINE		WORK DESCRIPTION	ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	COMPLETE AND STORED TO DATE	% 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	-	-	3,216,855.00	3,331,742.72	(114,887.72)	-	3,216,855.00	100.0%	-	321,685.50
2						-	-	-	-	-	-	-	-
3		SUBCONTRACTS / COST OF WORK				-	-	-	-	-	-	-	-
4	GENERAL					-	-	-	-	-	-	-	-
5	00A	STAGING AND LOGISTICS	821,074.00			821,074.00	766,813.02	10,475.00	-	777,288.02	94.7%	43,785.98	77,728.80
6	01A	GENERAL TRADES	875,833.00			875,833.00	-	38,190.00	-	38,190.00	4.4%	837,643.00	3,819.00
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	2,226,614.00		(100,000.00)	2,126,614.00	1,779,278.00	-	-	1,779,278.00	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		57,700.61	2,436,050.61	2,397,959.14		-	2,397,959.14	98.4%	38,091.47	239,795.91
15	05A	MISC. METALS	2,474,750.00		22,097.00	2,496,847.00	1,536,132.01	-	29,500.00	1,565,632.01	62.7%	931,214.99	156,563.20
16	SHELL					-	-	-	-	-		-	-
17	07A	ROOFING	855,698.00			855,698.00	807,221.36	29,059.00	-	836,280.38	97.7%	19,417.62	83,628.04
18	07B	WATERPROOFING/ CAULKING	742,900.00		7,463.00	750,363.00	710,667.71	20,800.00	-	731,467.71	97.5%	18,895.29	73,146.77
19	07E	STUCCO	913,038.00		392,246.36	1,305,284.36	1,010,781.31	143,528.44	-	1,154,309.75	88.4%	150,974.61	115,430.98
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	1,571,066.30	-	-	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	22,650.00	-	20,350.00	43,200.00	53.0%	38,270.00	4,320.00
28	05A	INTERIORS ORNAMENTAL METALS	230,000.00		(81,470.00)	148,530.00	-	-	-	-	0.0%	148,530.00	-
29	06A	ROUGH CARPENTRY	211,677.00		35,000.00	246,677.00	223,191.84	3,816.20	-	227,008.04	92.0%	19,668.96	22,700.80
30	08D	DOORS, FRAMES, AND HARDWARE	1,606,746.00		(14,113.28)	1,592,632.72	235,254.59	1,633.65	-	237,088.24	14.9%	1,355,544.48	23,708.82
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	19,966.00	-	-	19,966.00	15.0%	113,387.00	1,996.60
33	09A	METAL STUD FRAMING & DRYWALL / ACCOUSTICAL CEILINGS	3,717,093.00		529,362.00	4,246,455.00	3,801,180.77	112,164.02	-	3,913,344.79	92.2%	333,110.21	391,334.48
34	10A	SPECIALTIES	606,681.00			606,681.00	27,770.00	13,750.00	-	41,520.00	6.8%	565,161.00	4,152.00
35	10C	OPERABLE PARTITIONS	83,437.00			83,437.00	23,889.00	-	-	23,889.00	28.6%	59,548.00	2,388.90
36	11A	EQUIPMENT (PARKING LIFTS)	481,755.00			481,755.00	400,602.20	-	-	400,602.20	83.2%	81,152.80	40,060.22
37	11B	KITCHEN EQUIPMENT	-	-	984,873.00	984,873.00	857,656.97	-		857,656.97	87.1%	127,216.03	85,765.70
38	13A	POOL	365,864.00		32,450.00	398,314.00	287,560.00	-	-	287,560.00	72.2%	110,754.00	28,756.00
39	14A	ELEVATORS	1,475,219.00		59,887.72	1,535,106.72	1,166,485.00	-	-	1,166,485.00	76.0%	368,621.72	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		479,200.00	8,497,342.00	8,038,081.14	25,846.22	247,967.00	8,311,898.36	97.8%	185,445.64	831,189.64
44	15D	FIRE PROTECTION	466,920.00			466,920.00	438,235.00	3,551.00	-	441,786.00	94.6%	25,134.00	44,178.60
45	16A	ELECTRICAL	3,963,792.00		369,151.86	4,332,943.86	3,972,258.65	144,781.61	-	4,117,038.26	95.0%	215,905.60	411,703.83
46	FINISHES									-			
47	06B	FINISH CARPENTRY & CUSTOM MILLWORK	2,105,485.00	-	-	2,105,485.00	891,271.00	82,701.00	9,578.00	983,550.00	46.7%	1,121,935.00	98,355.00
48	09B	FLOORING	397,147.00	-	(19,085.00)	378,062.00	-	-	-	-	0.0%	378,062.00	-
49	09D	PAINTING & WALLCOVER	619,814.00	b	11,480.00	631,294.00	91,701.76	16,025.00	-	107,726.76	17.1%	523,567.24	10,772.68
50	09E	STONE & HARD TILE	3,568,850.00	-	-	3,568,850.00	1,783,663.00	190,464.50	-	1,974,127.50	55.3%	1,594,722.50	197,412.75
51	OCO 1	RCO 1, RCO 4, RCO 5, RCO 6, RCO 8, RCO 10, RCO 12	-	274,953.15	(274,953.15)	-	-	-	-	-	#DIV/0!	-	-
52	OCO 2	RCO 3, RCO 7, RCO 11, RCO 15, RCO 32,	-	80,241.74	(80,241.74)	-	-	-	-	-	#DIV/0!	-	-
53	OCO 3	RCO 14, RCO 27R1, RCO 9R1, RCO 29R1	-	1,048,791.54	(1,048,791.54)	-	-	-	-	-	#DIV/0!	-	-
54	OCO 4	RCO 17R1, RCO 40	-	12,874.68	(12,874.68)	-	-	-	-	-	#DIV/0!	-	-
55	OCO 5	RCO 22, RCO 28, RCO 33, RCO 47, RCO 50, RCO53, RCO 66, RCO 68, RCO 77, RCO 81		65,161.71	(56,009.92)	9,151.79	-	-	-	-	0	9,151.79	-
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	(340,282.22)	29,028.62	-	-	-	-	0	29,028.62	-
57	OCO 7	RCO 19, RCO 23R1, RCO 25, RCO 26R3, RCO 31, RCO 38, RCO 55, RCO 58, RCO 61, RCO 62, RC		1,179,513.75	(1,117,605.40)	60,908.35	-	-	-	-	0	60,908.35	-
		SUBTOTAL	55,649,938.00	3,029,847.41	-	58,679,785.41	45,402,677.71	722,099.92	307,395.00	46,432,172.63	79.1%	12,247,612.78	4,468,608.26

R - 21642

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

APPLICATION AND CERT[illegible]TE FOR PAYMENT
containing Contractor's signed [illegible], is attached.
In tabulations below, amounts a[illegible]ed to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

[illegible]JECT # 13026000
ECT THE HOTEL AT MARION SQUARE
CHARLESTON, SC
0 LIBRARY ASSOCIATES, LLC.

CONTINUATION G703

APPLICATION NU 30
PERIOD FROM 09/01/2017
PERIOD TO 09/30/2017

A	B	C				D	E	F	G	H	I	J
		COMMITMENT VALUES				WORK COMPLETED			TOTAL			
LINE	WORK DESCRIPTION	ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	COMPLETE AND STORED TO DATE (D + E)	% COMPLETE (F/C3)	BALANCE TO FINISH (C3 - F)	RETAINAGE
		-1-	-2-		-3-							
58	CONSTRUCTION CONTINGENCY (2.25%)	1,060,688.00	-	-	1,060,688.00	-	-	-	-	0.0%	1,060,688.00	-
59	SPECIALTY SPACE SUPERVISION - NBM	100,000.00	-	-	100,000.00	-	-	-	-	0.0%	100,000.00	-
60	GENERAL LIABILITY INSURANCE (1%)	595,280.00	33,336.76	-	628,616.76	626,616.76		-	626,616.76	99.7%	2,000.00	-
61	SUBGUARD (1.25%)	670,160.00	40,068.22	-	710,228.22	710,226.22	-	-	710,228.22	100.0%	(0.00)	-
	SUBTOTAL	58,076,066.00	3,103,252.38	-	61,179,318.38	46,739,522.69	722,099.92	307,395.00	47,769,017.61	78.1%	13,410,300.77	4,468,608.26
62	FEE (2.5%)	1,451,902.00	82,189.31		1,534,091.31	1,184,405.97	25,737.37		1,210,143.34	78.9%	323,947.97	121,014.33
	TOTAL CONSTRUCTION COST	59,527,968.00	3,185,441.69	-	62,713,409.69	47,923,928.66	747,837.29	307,395.00	48,979,160.95	78.1%	13,734,248.74	4,589,622.60
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	47,990,707.66	747,837.29	307,395.00	49,045,939.95	78.1%	13,734,248.74	4,589,622.60
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	47,990,707.66	747,837.29	307,395.00	49,045,939.95	78.4%	13,484,248.74	4,589,622.60

R - 21643

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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 $ 947,709.07 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, 106, 107, 112, 115, 118, 122, 123, 129, 130, 131, 132, 134, 136, 138, 140, 141, 143, 144, 146, 148, 150, 151, 152, 153, 154, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 30 day of September, 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: $ 42,046,516.03

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 30 day of October, 2017

Signed, sealed and delivered
in the presence of:

_____
Signature

_____
Print Name

Balfour Beatty Construction, LLC
a Delaware limited liability company

_____
Signature

Nick Starcevic, Prog Manager
Print Name & Title

STATE OF South Carolina

COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 30 day of October, 2017 by Nick, 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 (type of identification) as identification.

_____
NOTARY PUBLIC, STATE OF SC
My Commission Expires: 04-04-2022

Balfour Beatty
Construction

Owner – Architect Notification Log – September 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.
16. Notification of Delay and Cost Impact – Hurricane Irma	Notice submitted, BBC to submit pricing and impact in 30 days.

R - 21645

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Stored Materials Inventory

Form #4b

BORROWER:	Library and Associates, LLC	DATE:	10/3/2017
PROJECT NAME:	The Hotel at Marion Square	DRAW #	30
GENERAL CONTRACTOR	Balfour Beatty Construction, LLC	PERIOD ENDING DATE:	9/30/2017

Item No.	Trade	Location of Storage	Subcontractor or Material Supplier	Opening Inventory	Inventory Adds 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	$243,324.00	$0.00	$0.00
	Decorative Metal	White House, TN	Tate	$71,884.01	$29,500.00	$0.00	$101,384.01	$10,138.40
	Electrical	N. Charleston, SC	Watson Elect	$304,087.00	$0.00	$75,000.00	$229,087.00	$22,908.70
	Millwork (Rooms)	Ladson, SC	Low Country	$202,898.00	$9,578.00	$18,017.00	$184,881.00	$18,488.10
	Millwork (L1,L2,L9)	Ladson, SC	Low Country	$109,096.00	$0.00	$109,096.00	$0.00	$0.00
	Hard Tile	Lexington, SC	David Allen	$552,648.30	$0.00	$0.00	$552,648.30	$55,264.83
	Kitchen Equipment	Winston Salem, NC	Trimark	$628,983.54	$0.00	$628,983.54	$0.00	$0.00
	Windows	York, PA	1st Choice Glass	$0.00	$0.00	$0.00	$0.00	$0.00
	HVAC / Plumbing	Florence, SC	BMCC	$93,374.02	$247,967.00	$0.00	$341,341.02	$34,134.00
	Smoke Guards	Pineville, NC	Maxson	$0.00	$0.00	$0.00	$0.00	$0.00
	Arristile	Charlotte, NC	Superior Stone	$0.00	$40,700.00	$0.00	$40,700.00	$4,070.00
TOTALS/SUBTOTALS				$2,283,644.87	$327,745.00	$1,074,420.54	$1,536,969.33	$153,696.93

R - 21646

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Balfour Beatty
Construction

Request for Payment

Pay Request # PE04
Work Performed Through: 09/30/17

Subcontractor's Name: Sunbelt Rentals
Subcontractor's Address: PO Box 409211
Atlanta GA 30384-9211

Phone Number: 615-248-6060
Fax Number:

Project Name: Hotel at Marion Square
Owner: Library & Associates
Job No.: 13026400
Date: 09/25/17

Description of Work: Rental Equipment

Original Contract Amount	$19,399.36	
Change Order Total	$55,887.03	
Through C/O #: 0		
Total Revised Contract	$75,286.39	
Previous Work Performed to Date(SSR)	$64,811.39	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$10,475.00	
New Work Performed to Date	$75,286.39	
Less 0 % Retainage	$0.00	
Amount Earned to Date	$75,286.39	
Less Previous Net Billings	$64,811.39	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$10,475.00	

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 Consent of Surety for retention reduction if bonded	From [ ] Y [ ]	To [X] N [ ]
New materials stored off site If yes, attach stored materials checklist	Y [ ]	N [X]
Final Payment If yes, see attached checklist	Y [ ]	N [X]

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

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50540	118532	13026400	564283
Date	Invoice #	Description		
09/30/17	13026400 - PE04	13026400 . PE# PE04 . 170930		
Gross Amount		Retainage Amt	Net Amount	
$10,475.00		$523.75	$10,475.00	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO		400.30160500.35		NO

Halt Codes: 03- Cond Prog

Approvals:
PM / Date
CA 09/25/2017
PA / Date
APA / Date

EXHIBIT A

Sunbelt Rentals

Marion Square

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

September 30, 2017

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		
6/29/2017	69061999-0003	$ 1,366.10		
6/29/2017	69826594-0002	$ 1,176.51		
8/4/2017	70811403-0002	$ 8,403.41		
8/10/2017	70952956-0001	$ 2,209.27		
8/12/2017	69599520-0003	$ 1,791.47		
8/17/2017	70811403-0003	$ 35.97		
8/21/2017	69810419-0003	$ 5,658.93		
8/23/2017	70811403-0004	$ 2,474.85		
8/30/2017	71375435-0001	$ 705.57		
9/7/2017	70952956-0002		$ 1,762.89	
9/8/2017	72184619-0001		$ 173.65	
9/9/2017	69599520-0004		$ 1,791.47	
9/18/2017	71375435-0002		$ 220.75	
9/18/2017	69810419-0004		$ 5,658.93	
9/20/2017	72165300-0001		$ 867.31	
		$ 64,811.39	$ 10,475.00	

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SUNBELT RENTALS

SEND ALL PAYMENTS TO:

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

INVOICE NO.	70952956-0002
ACCOUNT NO.	187039
INVOICE DATE	9/07/17
PAGE	1 of 1

RECEIVED
SEP 15 2017
By

INVOICE TO

1oz - 834 - 1016
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	CONTRACT NO.
Spanno, Tim	70952956

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	CONCRETE GRINDER DUAL DISC ELECTRIC 879262 Make: EDCO Model: 2ECNG1.5 Ser #: 160510012 #CALL WHEN AVAIALBLE	130.00	130.00	430.00	895.00	895.00
1	VACUUM DUST EXTRACTOR 120V 120-200CFM 900356 Make: EDCO Model: VAC200 Ser #: 160506	81.00	81.00	240.00	700.00	700.00
				Rental Sub-total:		1595.00

SALES ITEMS:

Qty	Item number	Unit	Price	
1	ENVIRONMENTAL ENVIRONMENTAL BILLED FOR FOUR WEEKS 8/21/17 THRU 9/17/17.	EA	22.330	22.33

Batch # 2504085
Doc # 1530298
Paid 9/18/17

Vendor # 18582 PA CA 9/18/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
1302e400	42085	10142800	$1,762.89
			$

MGR APPROVAL LESS Retainage Withheld $

Net Amount Due $

Payment number: 216038. 9/19/19

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 late payment charge.

SUBTOTAL	1,617.33
SALES TAX	145.56
INVOICE TOTAL	1,762.89

4 WEEK BILL

R-21649

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

SUNBELT RENTALS

RECEIVED
SEP 18 2017
By

INVOICE NO.	72184619-0001
ACCOUNT NO.	187039
INVOICE DATE	9/08/17
PAGE	1 of 1

INVOICE TO

2oz - 6898 - 8649
BBC-CHARLOTTE-MAIN OFFICE ONLY
1930 CAMDEN RD
CHARLOTTE NC 28203-4777

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

704-319-4000

RECEIVED BY	WATERFIELD, PETER
CONTRACT NO.	72184619
PURCHASE ORDER NO	13026100
JOB NO.	5 - 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	14" GAS CUTOFF SAW	60.00	60.00	175.00	395.00	60.00
	1022489 Make: STIHL Model: TS420 Ser #: 182889908					
	Billed from 9/07/17 thru 9/08/17					
	Rental Sub-total:					60.00

SALES ITEMS:

Qty	Item number	Unit	Price	
1	542774463	EA	85.000	85.00
	DIAMOND BLADE,VH5, 14IN (350) X .118			
2	46T343	EA	6.651	13.30
	50FUEL SMALL ENGINE 50:1 2 CYCLE ETHANOL			
1	SCHER53	EA	1.500	1.50
	SC 2.5% HEAVY EQUIP. RENTAL SURCHARGE			
1	ENVIRONMENTAL	EA	1.100	1.10
	ENVIRONMENTAL			
1	RF	EA		N/C
	RETURNED FULL			
	FINAL BILL: 9/07/17 07:01 AM THRU 9/08/17 07:05 AM.			

Batch # 2504961
oc # 1538095
Paid: 9/19/17

Vendor # 118532 PA CA 9/19/17

Payment number- 210350. 9/20/17	Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
	13026400	42035	10142260	$ 173.65
				$
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	160.90
SALES TAX	12.75
INVOICE TOTAL	173.65

R - 21650

RENTAL RETURN

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

SUNBELT RENTALS

RECEIVED
SEP 18 2017
By

INVOICE NO.	69599520-0004
ACCOUNT NO.	187039
INVOICE DATE	9/09/17
PAGE	1 of 1

INVOICE TO

2oz - 6898 - 8650
BBC-CHARLOTTE-MAIN OFFICE ONLY
1930 CAMDEN RD
CHARLOTTE NC 28203-4777

RECEIVED BY: Dale, Marty
CONTRACT NO.: 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	EA	22.190	22.19

BILLED FOR FOUR WEEKS 8/25/17 THRU 9/21/17.

Batch # 2504761
Doc # 1538096
Paid! 9/19/17
yment number: 210359- 9/20/17

Vendor # 118582 PA CA 9/19/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
1302640	42035	10142200	$ 1,791.47
			$

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-[illegible]% per month charge.

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

4 WEEK BILL

R-21651

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

SUNBELT RENTALS

RECEIVED
SEP 25 2017
By

INVOICE NO.	71375435-0002
ACCOUNT NO.	187039
INVOICE DATE	9/18/17
PAGE	1 of 1

INVOICE TO

1oz - 1392 - 1750
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

704-319-4000

RECEIVED BY	CONTRACT NO
Spanno, Tim	71375435

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

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1	3000PSI GAS COLD WATER PRESSURE WASHER 877889 Make: SHARK Model: DGA303037 Ser #: 11072480-100066 Billed from 9/05/17 thru 9/08/17	80.00	80.00	180.00	450.00	180.00
2	PRESSURE WASHER HOSE	5.00	5.00	10.00	31.00	20.00
	Rental Sub-total:					200.00

SALES ITEMS:

Qty	Item number	Unit	Price	
1	ENVIRONMENTAL ENVIRONMENTAL	EA	2.520	2.52
1	RF RETURNED FULL	EA		N/C

FINAL BILL: 9/05/17 11:00 AM THRU 9/08/17 02:00 PM.

Batch # 2509129
Doc # 1541741
Paid: 9/26/17

Vendor # 118532 PA CA 9/26/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026400	42085	10142000	$ 220.05
			$

MGR APPROVAL — LESS Retainage Withheld $

Equipment. Service. Guaranteed.

SUBTOTAL	202.52
SALES TAX	18.23
INVOICE TOTAL	220.75

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-21652

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

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

SUNBELT® RENTALS

RECEIVED
SEP 25 2017
By

INVOICE NO.	69810419-0004
ACCOUNT NO.	187039
INVOICE DATE	9/18/17
PAGE	1 of 1

INVOICE TO

1oz - 1392 - 1749
BBC-CHARLOTTE-MAIN OFFICE ONLY
1930 CAMDEN RD
CHARLOTTE NC 28203-4777

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

704-319-4000

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

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 9/01/17 THRU 9/28/17.			

Batch # 2509120
Doc # 1541039
Paid: 9/26/17

Vendor # 118582 PA CA 9/26/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026400	42085	10149200	$ 5,658.93
			$
MGR APPROVAL	LESS Retainage Withheld		$

Equipment. Service. Guaranteed.

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

EMIT TO:

UNBELT RENTALS, INC.
O BOX 409211
TLANTA, GA 30384-9211

NET DUE UPON RECEIPT

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

R-21653

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

SUNBELT RENTALS

SEND ALL PAYMENTS TO:

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

RECEIVED
SEP 29 2017
By

INVOICE NO.	72165300-0001
ACCOUNT NO.	187039
INVOICE DATE	9/20/17
PAGE	1 of 1

INVOICE TO

1oz - 894 - 1076
BBC-CHARLOTTE-MAIN OFFICE ONLY
1930 CAMDEN RD
CHARLOTTE NC 28203-4777

RECEIVED BY	SPANO, TIM
CONTRACT NO.	72165300
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
MYRTLE BEACH PC020
604 CANNON RD
MYRTLE BEACH, SC 29577-6538
843-445-9960

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1	3" GAS TRASH PUMP	57.00	57.00	163.00	425.00	220.00
	743600 Make: MQ Model: QP3TH Ser #: 3TH-27447					
	Billed from 9/07/17 thru 9/15/17					
1	3" X 20' SUCTION HOSE	6.00	6.00	17.00	40.00	23.00
4	3" X 50' DISCHARGE HOSE	6.00	6.00	17.00	40.00	92.00
	Rental Sub-total:					335.00

SALES ITEMS:

Qty	Item number	Unit	Price	
1	SBR0430230	EA	9.500	9.50
	FUEL CONVENIENCE CHARGE			
1	DLPKSRCHG	EA	38.000	38.00
	TRANSPORTATION SURCHARGE			
1	ENVIRONMENTAL	EA	5.500	5.50
	ENVIRONMENTAL			
1	RF	EA		N/C
	RETURNED FULL			
1	SCHERS3	EA	8.380	8.38
	SC 2.5% HEAVY EQUIP. RENTAL SURCHARGE			
	DELIVERY CHARGE			200.00
	PICKUP CHARGE			200.00

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount

FINAL BILL: 9/07/17 12:00 PM THRU 9/15/17 02:00 PM.

batch # 2517894
pc # 1546908
Paid 10/2/17

Vendor # 118532 PA CA 10/2/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026400	42035	10142200	$ 867.31
			$

MGR APPROVAL

LESS Retainage Withheld $

$

Equipment. Service. Guaranteed.

SUBTOTAL	796.38
SALES TAX	70.93
INVOICE TOTAL	867.31

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.

RENTAL RETURN

R-21654

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 # PE01
Work Performed Through: 09/30/17

Subcontractor's Name: Penhall
Subcontractor's Address: PO Box 842911
Los Angeles, CA 90087-2911

Phone Number: 843-767-1861
Fax Number:

Project Name: Hotel at Marion Square
Owner: Library & Associates
Job No.: 13026400
Date: 09/29/17

Description of Work: Concrete Scan and Cutting

Original Contract Amount	$20,000.00	
Change Order Total (Through C/O #: 0)	$0.00	
Total Revised Contract	$20,000.00	
Previous Work Performed to Date(SSR)	$0.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross		
New Work Performed to Date	$38,190.00	
Less 0 % Retainage	$0.00	
Amount Earned to Date	$38,190.00	
Less Previous Net Billings	$0.00	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$38,190.00	

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 (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.
	60540	116431	13026400	
Date	**Invoice #**	**Description**		
09/30/17	13026400 - PE01	13026400 . PE# PE01 . 170930		
Gross Amount		**Retainage Amt**	**Net Amount**	
$0.00		$0.00	$38,190.00	
Trade Account?	**Tax Code**	**Pay Item & Cost Code**		**Accrue Tax?**
NO		400.51300000.40		NO

Hold Codes: 03- Cond Prog
need change order for $18,190.00

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

Approvals:
PM / Date
CA 09/29/17
PA / Date
APA / Date

EXHIBIT A

Penhall

Marion Square

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

September 30, 2017

INVOICE DATE	INVOICE #	PREVIOUSLY PAID INVOICES	CURRENT INVOICES DUE	COMMENTS
7/19/2017	786		$ 3,335.00	
7/19/2017	776		$ 5,087.50	
7/28/2017	804		$ 8,788.50	
8/9/2017	828		$ 4,280.00	
8/16/2017	846		$ 2,047.50	
8/23/2017	859		$ 6,045.00	
8/24/2017	866		$ 3,509.50	
9/6/2017	884		$ 3,997.00	
9/6/2017	885		$ 550.00	
9/12/2017	896		$ 550.00	
		$ -	$ 38,190.00	

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PENHALL COMPANY

RECEIVED
JUL 24 2017
By

Invoice No.	786
Date	7/19/17
Customer No.	05493
Sales Order No.	000001241

BILL TO
BALFOUR BEATTY CONST
1930 CAMDEN ROAD STE#280
CHARLOTTE NC 28203-
704-319-4000 704-387-2562

REMIT TO
PENHALL COMPANY
*Note New Remit To Address
P.O. Box 842911
Los Angeles, CA 90084-2911

Job Address	404 KING STREET	Sub PO No.	
Job Name/No.	MARION SQUARE CHARLESTON	Quote No.	
Sales Person	CONNERS, SHAWN M	Ordered By	RYAN LEDFORD
Job Division	412	Job Sub No.	311707 015

Description	Date	Ticket Number	Qty	Price	Amount
GPR SCAN (3) COREDRILL LOCATIONS IN MULTIPLE AREAS	7/06/17				1300.00
LAYOUT 'X24" OPENING WITH HILTI COREDRILL (6) 6"X13" CORES ON ELEVATED SLAB - CHIPPED CORNERS IC5003732213, IC5003732219 3885480, 3775145	7/14/17				2035.00

need Contract (pending)

INVOICE QUESTIONS AND PAYMENTS CAN BE EMAILED TO BWHITE@PENHALL.COM

TERMS: DUE UPON RECEIPT/1% NET 15

need updated COI - negotiating

Sent to Nick / Tim 9/5th

For billing questions please contact: 843-767-1881

Total $ 3,335.00

TERMS: DUE ON RECEIPT/1% NET 15 DAYS

Information provided as required by IRC section 3406
Penhall Company TIN 33-0349226
Subject to the standard terms and conditions which are posted and may be accessed at www.penhall.com/terms-and-conditions.

We now offer GPR Scanning Services
www.penhall.com

INV-01-5017

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PENHALL COMPANY

RECEIVED
JUL 24 2017
By

Invoice No.	776
Date	7/19/17
Customer No.	05493
Service Order	000001241

BALFOUR BEATTY CONST
1930 CAMDEN ROAD STE#280
CHARLOTTE NC 28203-
704-319-4000 704-387-2562

PENHALL COMPANY
***Note New Remit To Address**
P.O. Box 842911
Los Angeles, CA 90084-2911

Job Address	404 KING STREET	Cust PO No.	
Job Name/City	MARION SQUARE CHARLESTON	Project No.	
Sales Person	CONNERS, SHAWN M	Ordered By	RYAN LEDFORD
Job Division	412	Job/Sub No.	311707 015

Description	Date	Ticket Number(s)	Qty	Price	Amount
HANDSAW INSIDE OF ELEVATOR SHAFT CHIPPED ON BOTH SIDES	7/10/17	3885479 3943601			5087.50
STANDBY TIME (2) HOURS WAITING ON ELEVATOR	7/11/17	3943602 3943584			
HANDSAW (5) ELEVATOR OPENINGS - CUT AND CHIPPED EACH ONE 16'X1" DEEP T4123775144, T4123943566	7/13/17				

INVOICE QUESTIONS AND PAYMENTS CAN BE EMAILED TO BWHITE@PENHALL.COM

TERMS: DUE UPON RECEIPT/1% NET 15

need contract. Per Nick he is sending.

need updated COI - negotiating
sent to Nick/Tim 9/5/17

For billing questions please contact: 843-767-1881

$ 5,087.50

TERMS: DUE ON RECEIPT/1% NET 15 DAYS

Information provided as required by IRC section 3406
Penhall Company TIN 33-0349226
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INV V1-2017

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

PENHALL COMPANY

RECEIVED
AUG 07 2017
By

Invoice No	804
Date	7/28/17
Customer No	05493
Service Group	000001241

BALFOUR BEATTY CONST
1930 CAMDEN ROAD STE#280
CHARLOTTE NC 28203-
704-319-4000 704-387-2562

PENHALL COMPANY
*Note New Remit To Address
P.O. Box 842911
Los Angeles, CA 90084-2911

Job Address	404 KING STREET	Cust PO No	
Job Name/City	MARION SQUARE CHARLESTON	Cust Job No	
Sales Person	CONNERS, SHAWN M	Ordered By	RYAN LEDFORD
Job Division	412	Job Sub No	311707 015

Description	Date	Ticket Number	Qty	Price	Amount
SEE ATTACHED	7/17/17	3943627			8788.50
		3943651			
		3943652			
T4123902574, T4123775148	7/25/17	3885484			
		3943653			
		3885504			
		3943659			
		3943634			
		3943655			
		3943631			

INVOICE QUESTIONS AND PAYMENTS CAN
BE EMAILED TO BWHITE@PENHALL.COM

TERMS: DUE UPON RECEIPT/1% NET 15

Sent to Nick/Tim 9/5/17

For billing questions please contact: 843-767-1881

Total Amount $ 8,788.50

TERMS: DUE ON RECEIPT/1% NET 15 DAYS

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Penhall Company TIN 33-0349226
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PENHALL COMPANY

RECEIVED
AUG 14 2017
BY

Invoice No	826
Date	8/09/17
Customer No	05498
Sales Order	000001300

BALFOUR BEATTY CONST
1930 CAMDEN ROAD STE#280
CHARLOTTE NC 28203-
704-319-4000 704-387-2562

PENHALL COMPANY
*Note New Remit To Address
P.O. Box 842911
Los Angeles, CA 90084-2911

Job Address	404 KING STREET	Cust PO No	
Job Name/City	MARION SQUARE CHARLESTON	Cust Job No	
Sales Person	CONNERS, SHAWN M	Ordered By	RYAN LEDFORD
Job Division	412	Job Start No	311708 011

Description	Date	Ticket Number	Qty	Price	Amount
GPR SCAN OD (1) 3'X3' AREA	8/02/17	3943707			550.00
STANDBY TIME WHILE CONTRACTOR & ENGINEER		3943641			
DISCUSSED IF DRILLING NEEDED TO BE DONE	8/01/17	3943756			550.00
HANDSAW 12'X6" IN CONCRETE SLAB	8/04/17	3943695			2242.50
COREDRILL (14) 6"X20" HOLES IN SLAB		3943714			937.50
CORDRILL (1) 6"X12" IN WALL					
IC5003667811					

INVOICE QUESTIONS AND PAYMENTS CAN
BE EMAILED TO BWHITE@PENHALL.COM

TERMS: DUE UPON RECEIPT/1% NET 15

Sent to Nick / Tim 9151h

For billing questions please contact: 843-767-1881

$ 4,280.00

TERMS: DUE ON RECEIPT/1% NET 15 DAYS

Information provided as required by IRC section 3406
Penhall Company TIN 33-0349226
Subject to the standard terms and conditions which are posted and may be accessed at www.penhall.com/terms-and-conditions.

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NM-VI-2017

ELECTRONICALLY FILED - 2019 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

PENHALL COMPANY

RECEIVED
AUG 21 2017

Invoice No.	846
Invoice Date	8/16/17
Customer No.	05493
Sales Order	000001340

BALFOUR BEATTY CONST
1930 CAMDEN ROAD STE#280
CHARLOTTE NC 28203-
704-319-4000 704-387-2562

PENHALL COMPANY
***Note New Remit To Address**
P.O. Box 842911
Los Angeles, CA 90084-2911

Job Address	404 KING STREET	Purchase Order	
Project/Job	MARION SQUARE CHARLESTON	Customer Name	
Sales Person	CONNERS, SHAWN M	Technician	RYAN LEDFORD
Job Number	412	Invoice Type	311708 043

Description	Date	Ticket Number	QTY	Price	Amount
QUICKSAW & REMOVE 48 LF STAND BY ELEVATOR NOT OPERATING RE-DO LAYOUT & WAIT FOR CONTRACTOR IC4413943886	8/15/17	3943700			2047.50

INVOICE QUESTIONS AND PAYMENTS CAN
BE EMAILED TO BWHITE@PENHALL.COM

TERMS: DUE UPON RECEIPT/1% NET 15

Sent to Nick / Tim 915/17

For billing questions please contact: 843-767-1881

$ 2,047.50

TERMS: DUE ON RECEIPT/1% NET 15 DAYS

Information provided as required by IRC section 3406
Penhall Company TIN 33-0349226
Subject to the standard terms and conditions which are posted and may be accessed at www.penhall.com/terms-and-conditions.

We now offer GPR Scanning Services
www.penhall.com

ELECTRONICALLY FILED - 2023 May16 4:23PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

PENHALL COMPANY

AUG 25 2017

Invoice No.	859
Date	8/23/17
Customer No.	05493
Control No.	000001340

BALFOUR BEATTY CONST
1930 CAMDEN ROAD STE#280
CHARLOTTE NC 28203-
704-319-4000 704-387-2562

PENHALL COMPANY
*Note New Remit To Address
P.O. Box 842911
Los Angeles, CA 90084-2911

Job Address	404 KING STREET	Your P.O. No.	
Job Name/City	MARION SQUARE CHARLESTON	Our Job No.	
Sales Person	CONNERS, SHAWN M	Estimator	RYAN LEDFORD
Job Division	412	Job Subtotal	311708 043

Description	Date	Ticket Number	Amount
COMPLETED LEVEL 6TH	8/16/17	3943793	2145.00
FINISHED LEVEL 5 & 4 CUTTING NOTCHES ON SIDE	8/17/17	3943954 3943794	2242.50
COMPLETED LEVEL 7 & 8	8/18/17	3943795 3943809	1657.50

INVOICE QUESTIONS AND PAYMENTS CAN BE EMAILED TO BWHITE@PENHALL.COM

TERMS: DUE UPON RECEIPT/1% NET 15

Sent to Nick / Tim 9/5/17

For billing questions please contact: 843-767-1881

$ 6,045.00

TERMS: DUE ON RECEIPT/1% NET 15 DAYS

Information provided as required by IRC section 3406
Penhall Company TIN 33-0349226
Subject to the standard terms and conditions which are posted and may be accessed at www.penhall.com/terms-and-conditions.

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INV-V5-2017

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

PENHALL COMPANY

AUG 28 2017

Invoice No.	866
Date	8/24/17
Customer No.	05493
Subscription	000001340

BALFOUR BEATTY CONST
1930 CAMDEN ROAD STE#280
CHARLOTTE NC 28203-
704-319-4000 704-387-2562

PENHALL COMPANY
*Note New Remit To Address
P.O. Box 842911
Los Angeles, CA 90084-2911

Job Address	404 KING STREET	Customer PO	
Job Name/Desc	MARION SQUARE CHARLESTON	Cust Job No	
Sales Person	CONNERS, SHAWN M	Ordered By	RYAN LEDFORD
Job Division	412	Work Order No	311708 043

Description	Date	Ticket Number	Qty	Price	Amount
JOB SHUT DOWN DUE TO OSHA SHOWED UP	8/22/17	3943797			3509.50
COMPLETED 7TH & 8TH LEVEL	8/23/17	3943812			
		3943796			

INVOICE QUESTIONS AND PAYMENTS CAN
BE EMAILED TO BWHITE@PENHALL.COM

TERMS: DUE UPON RECEIPT/1% NET 15

Sent to Nick / Tim 9/5/19

For billing questions please contact: 843-767-1881

$ 3,509.50

TERMS: DUE ON RECEIPT/1% NET 15 DAYS

Information provided as required by IRC section 3406
Penhall Company TIN 33-0349226
Subject to the standard terms and conditions which are posted and may be accessed at
www.penhall.com/terms-and-conditions.

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www.penhall.com

INV-V1-2017

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

PENHALL COMPANY

SEP 11 2017

Invoice No.	884
Date	9/06/17
Customer No.	05493
Service Order	000001367

BALFOUR BEATTY CONST
1930 CAMDEN ROAD STE#280
CHARLOTTE NC 28203-
704-319-4000 704-387-2562

PENHALL COMPANY
*Note New Remit To Address
P.O. Box 842911
Los Angeles, CA 90084-2911

Job Address	404 KING STREET	Job P.O. No.	
Job Name	MARION SQUARE CHARLESTON	Customer Job No.	
Job Contact	CONNERS, SHAWN M	Ordered By	RYAN LEDFORD
Job Division	412	Job/Sub No.	311709 007

Description	Date	Ticket Number	Price	Amount
COMPLETED 1ST & 2ND FLOOR LEVELS	8/29/17	3943978		3997.00
ALL LEVELS 8TH THRU 1ST ARE DONE		3943977		
9TH FLOOR STILL PENDING DUE TO				
STRUCTUAL WALL IN THE WAY				
COMPLETED 3RD FLOOR - STANBY WAITING ON	8/28/17			
POWER TO BE RECONNECTED				
T4123944051				

INVOICE QUESTIONS AND PAYMENTS CAN
BE EMAILED TO BWHITE@PENHALL.COM

TERMS: DUE UPON RECEIPT/1% NET 15

For billing questions please contact: 843-767-1881

$ 3,997.00

TERMS: DUE ON RECEIPT/1% NET 15 DAYS

Information provided as required by IRC section 3406
Penhall Company TIN 33-0349226
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We now offer GPR Scanning Services
www.penhall.com

INV VI 3017

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

PENHALL COMPANY

SEP 11 2017

BY

Invoice No.	885
Date	9/06/17
Customer No.	05493
Sales Order	000001375

BALFOUR BEATTY CONST
1930 CAMDEN ROAD STE#280
CHARLOTTE NC 28203-
704-319-4000 704-387-2562

PENHALL COMPANY
*Note New Remit To Address
P.O. Box 842911
Los Angeles, CA 90084-2911

Job Address	404 KING STREET	Cust. PO No.	
Job/PO Comp.	MARION SQUARE CHARLESTON	Sub Job No.	
Sales Person	CONNERS, SHAWN M	Invoiced By	RYAN LEDFORD
Job Description	412	Job/Sub No.	311709 014

Description	Date	Ticket Number	Qty	Price	Amount
COREDRILL (1) 8"X4" DEEP IN CONCRETE FLOOR CHIPPED OUT HOLE ON 2 SIDES WITH CHIPPING HAMMER	8/30/17	3943937 3944028			550.00

INVOICE QUESTIONS AND PAYMENTS CAN BE EMAILED TO BWHITE@PENHALL.COM

TERMS: DUE UPON RECEIPT/1% NET 15

For billing questions please contact: 843-767-1881

$ 550.00

TERMS: DUE ON RECEIPT/1% NET 15 DAYS

Information provided as required by IRC section 3406
Penhall Company TIN 33-0349226
Subject to the standard terms and conditions which are posted and may be accessed at www.penhall.com/terms-and-conditions.

We now offer GPR Scanning Services
www.penhall.com

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PENHALL COMPANY

RECEIVED
SEP 15 2017
By

Invoice No.	896
Date	9/12/17
Customer No.	05493
Service Order	000001301

BALFOUR BEATTY CONST
1930 CAMDEN ROAD STE#280
CHARLOTTE NC 28203-
704-319-4000 704-387-2562

PENHALL COMPANY
*Note New Remit To Address
P.O. Box 842911
Los Angeles, CA 90084-2911

Job Address	404 KING STREET	Cust PO No.	
Apartment/Bldg.	MARION SQUARE CHARLESTON	Cust Job No.	
Site Person	CONNERS, SHAWN M	Ordered By	RYAN
Job Div/Class	412	Job Split No.	311708 012

Description	Date Performed	Qty	Price	Amount
GPR SCAN (1) 3'X3" AREA IC5003667811	8/02/17			550.00

INVOICE QUESTIONS AND PAYMENTS CAN
BE EMAILED TO BWHITE@PENHALL.COM

TERMS: DUE UPON RECEIPT/1% NET 15

Vendor #_____ PA_____

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

MGR APPROVAL _____

LESS Retainage Withheld $_____

Net Amount Due $_____

For billing questions please contact: 843-767-1881

$ 550.00

TERMS: DUE ON RECEIPT/1% NET 15 DAYS

Information provided as required by IRC section 3406
Penhall Company TIN 33-0349226
Subject to the standard terms and conditions which are posted and may be accessed at www.penhall.com/terms-and-conditions.

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Balfour Beatty
Construction

Request for Payment

Pay Request # 10
Work Performed Through: 09/30/17

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 Job No.: 13026400 Date: 09/12/17
Owner: Library Associates, LLC

Description of Work: Ornamental Metals

Original Contract Amount	$521,000.00	
Change Order Total	-$65,461.99	
Through C/O #. 0		
Total Revised Contract	$455,538.01	
Previous Work Performed to Date(SSR)	**$179,288.01**	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$29,500.00	
Current Month Gross	**$29,500.00**	
New Work Performed to Date	**$208,788.01**	
Less 10 % Retainage	**$20,878.80**	
A. ..nt Earned to Date	**$187,909.21**	
Less Previous Net Billings	$161,359.21	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	**$26,550.00**	

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	Y [ ]	N [X]
If yes, attach stored materials checklist		
Final Payment	Y [ ]	N [X]
If yes, see attached checklist		

Owner Billing Number: 9
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select #

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50540	118703	13026400	534950
Date	**Invoice #**	**Description**		
09/30/17	13026400 - 10	13026400 . PE# 10 . 17.09		
Gross Amount		**Retainage Amt**	**Net Amount**	
$29,500.00		$1,475.00	$28,550.00	
Trade Account?	**Tax Code**	**Pay Item & Cost Code**		**Accrue Tax?**
NO		400.50523000.40		NO

Halt Codes: 02- OWNER FUNDING
PM Approval
Change Order # 5-pending
Stored material

Approvals:
PM / Date
CA 09/12/17
PA / Date
APA / Date

Barnh alfour Beatty

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO CONSTRUCTION MANAGER
Balfour Beatty Construction
1930 Camden Rd. Suite 230
Charlotte, NC 28210

PROJECT: **HOTEL AT MARION SQUARE**

APPLICATION NO: 10
Distribution to:
X OWNER
X ARCHITECT
X INSPECTOR

PERIOD TO: 9/1/17 – 09/30/17

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)	$	455,538.01
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	208,788.01
5. RETAINAGE:	$	20,878.80
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	187,909.21
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	161,359.21
8. CURRENT PAYMENT DUE	$	26,550.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	246,750.00

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: 9/11/2017

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 $ 26,550.00

(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.

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R - 21668

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: 10
APPLICATION DATE 9/12/17
PERIOD TO 9/30/17

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	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			7,500.00	7,500.00	75.00%	2,500.00	750.00
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		20,000.00	36,000.00	75.00%	12,000.00	3,600.00
7	Pool Terrace Guardrails	23,000.00		23,000.00	17,250.00		-	17,250.00	75.00%	5,750.00	1,725.00
8	3rd Floor Terrace Guardrails	27,000.00		27,000.00	11,000.00		-	11,000.00	40.74%	16,000.00	1,100.00
9	Service Entry Guardrails	16,000.00		16,000.00	10,000.00		2,000.00	12,000.00	75.00%	4,000.00	1,200.00
10	Juliet Balcony Guardrails	30,000.00		30,000.00	23,000.00		-	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	CO #4 Budget Transfer 021 Tote Reduction	(80,000.00)		(80,000.00)			-	-	0.00%	(80,000.00)	-
16	CO #5 L3 Terrace Rails/Shipping for M	7,134.01		7,134.01	7,134.01		-	7,134.01	100.00%	-	713.40
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	455,538.01	0.00	455,538.01	179,288.01	0.00	29,500.00	208,788.01	45.83%	246,750.00	20,878.80

R - 21669

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Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	9/11/2017

PRIME SUB'S NAME	Tate Ornamen
Attachment for Pay Req #:	10
for Month Ending:	9/30/2017

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:
NONE										

R - 21670

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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 $____26,550.00_____ 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 _September 30____, 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 _September_, 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 _September_, 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

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Tate Ornamental, Inc.

State of Tennessee
County of Robertson

BILL OF SALE

For and in consideration of the payment of Twenty Nine Thousand Five Hundred & 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 11th day of September, 2017.

Seller

Controller
Title

TATEOR-C02

LMURLEE

DATE (MM/DD/YYYY)
09/11/2017

CERTIFICATE OF LIABILITY INSURANCE

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? (Mandatory in NH) Y/N [N] N/A 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: $29,500.00

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)

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AGENCY CUSTOMER ID: TATEOR-C02 LMURLEY

LOC #: 0

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

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

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COMMON PLEAS - CASE#201

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Balfour Beatty
Construction

Request for Payment

Pay Request # 13
Work Performed Through: 09/30/17

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

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

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 09/18/17
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)	$806,921.38	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$29,059.80	
New Work Performed to Date	$835,981.18	
Less 10 % Retainage	$83,598.12	
Amount Earned to Date	$752,383.06	
Less Previous Net Billings	$726,229.24	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$26,153.82	

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	07/01/18	
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:
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**		
09/30/17	13026400 - 13	13026400 . PE# 13 . 17.09		
Gross Amount		**Retainage Amt**	**Net Amount**	
$29,059.80		$1,452.99	$26,153.82	
Trade Account?	**Tax Code**	**Pay Item & Cost Code**		**Accrue Tax?**
NO				NO

Hold Codes: 02- OWNER FUNDING LT waivers
PM APP

Approvals:
PM / Date
CA 09/18/17
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: 13

Distribution to:
X OWNER
X ARCHITECT
X INSPECTOR

PERIOD TO: 9/30/2017

FROM CONTRACTOR:
BAKER ROOFING COMPANY
PO BOX 26057
RALEIGH, NC 27603

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	$	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)	$	835,981.18
5. RETAINAGE:	$	83,598.13
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	752,383.05
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	726,229.23
8. CURRENT PAYMENT DUE	$	26,153.82
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	137,521.33

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: 9/14/2017

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 . . . . . $ 26,153.82

(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.

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CONTINUATION SHEET

AIA DOCUMENT G703

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

APPLICATION NO: 13
APPLICATION DATE: 9/14/17
PERIOD TO: 9/30/17

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%
	MOBILIZATION	78,441.00		78,441.00	78,441.00		-	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	65,520.00		-	65,520.00	100.00%	-	6,552.00
	LOWER CANOPY ROOF MATERIALS	16,281.00		16,281.00	16,281.00			16,281.00	100.00%	-	1,628.10
	7TH FL TERRACE COPPER ROOF MAT	21,770.00		21,770.00	21,770.00		-	21,770.00	100.00%	-	2,177.00
	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		7,225.00	-	7,225.00	50.00%	7,225.00	722.50
	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	6,300.00		-	6,300.00	100.00%	-	630.00
	7TH FL TERRACE SOFFIT MATERIALS	6,950.00		6,950.00	6,950.00			6,950.00	100.00%	-	695.00
	7TH FL TERRACE SOFFIT LABOR	7,560.00		7,560.00				-	0.00%	7,560.00	-
	CORNICE AND BUILT IN GUJTTER MAT	145,350.00		145,350.00	145,350.00			145,350.00	100.00%	-	14,535.00
	CORNICE AND BUILT IN GUTTER LAB	60,410.00		60,410.00	45,307.00	13,894.00		59,201.80	98.00%	1,208.20	5,920.18
	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		5,940.00		5,940.00	100.00%	-	594.00
	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	5,930.00		-	5,930.00	100.00%	-	593.00
	COMPOSITE CLEAN UP COPPER ROOF	2,000.00		2,000.00		2,000.00	-	2,000.00	100.00%	-	200.00
	MARQUEE MOCKUP	23,117.53		23,117.53	23,117.53		-	23,117.53	100.00%	-	2,311.75

R - 21681

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CONTINUATION SHEET

AIA DOCUMENT G703

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

APPLICATION NO: 13
APPLICATION DATE: 9/14/17
PERIOD TO: 9/30/17

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 F)	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	19,866.85	19,866.85		-	19,866.85	100.00%	-	1,986.68
	GRAND TOTALS	889,904.38	19,866.85	889,904.38	806,921.38	29,059.80	0.00	835,981.18	93.94%	53,923.20	83,598.13

R - 21682

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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5292

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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 $ 26,153.82 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:

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 SEPTEMER, 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 SEPTEMBER, 2017

Signed, sealed and delivered
in the presence of:

Signature
MELINDA CATES
Print Name

STATE OF NC

COUNTY OF WAKE

BAKER ROOFING COMPANY
a NORTH CAROLINA corporation

Signature
BRUCE HARRINGTON, VICE PRESIDENT
Print Name & Title

The foregoing instrument was acknowledged before me this 14 day of SEPTEMBER, 2017 by BRUCE HARRINGTON, VICE PRESIDENT of BAKER ROOFING COMPANY, a NORTH CAROLINA corporation on, on behalf of the corporation. He/she is personally known to me or has produced SELF (type of identification) as identification.

NOTARY PUBLIC, NORTH CAROLINA

MELINDA B. CATES
NOTARY PUBLIC
WAKE COUNTY, NC

My Commission Expires: 3/23/20

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	9/14/2017

PRIME SUB'S NAME	BAKER ROOFING COMPANY
Attachment for Pay Req #:	13
for Month Ending:	9/30/2017

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:
SOUTHERN ALUMINUM FINISHING VILLA RICA, GA 770-942-1207	NO			YES	YES	NO	$61,090.56	7/31/2017		PARTIAL	FINAL	
ABC SUPPLY CO INC	NO			YES	YES	NO	$121,055.09	4/30/2017		PARTIAL	FINAL	
ENGLERT	NO			YES	YES	NO	$4,598.35	6/30/2017		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 - 21684

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Construction

Item Description	Submitted	Received
Application for Payment Documentation		
Request for Payment / Payment Application standard BBC form - all subcontractors must use		9/14/2017
Schedule of Values (SOV) - matches AIA G703		9/14/2017
Conditional Waiver and Release on Progress Payment		9/14/2017
Subguard Sub-Tier / Supplier Releases - form submitted by subcontractor that tells us who needs to be joint checked		
Subcontractor Supplier Invoices - back up for joint checks, if applicable		
Subcontractor Joint Check List - internal form used when joint checks are required		
Approved certificate of insurance through the payment requisition date		
Stored materials back up documentation, if applicable		
Owner Waiver		
If applicable, subcontractor change request log (for purposes of verifying with the project cost event logs)		

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Balfour Beatty
Construction

Request for Payment

Pay Request # 14
Work Performed Through: 09/30/17

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

Phone Number: -
Fax Number:

Project Name: Hotel at Marion Square
Owner: Library Associates, LLC
Job No.: 13026400
Date: 09/18/17

Description of Work: Waterproofing

Original Contract Amount	$720,000.00	
Change Order Total (Through C/O #: 1)	$44,851.00	
Total Revised Contract	$764,851.00	
Previous Work Performed to Date(SSR)	$648,571.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$20,800.00	
New Work Performed to Date	$669,371.00	
Less 10 % Retainage	$66,937.10	
Amount Earned to Date	$602,433.90	
Less Previous Net Billings	$583,713.90	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$18,720.00	

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 If yes, attach stored materials checklist	Y [ ]	N [X]
Final Payment If yes, see attached checklist	Y [ ]	N [X]

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

For Balfour Beatty Use Only:

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

Date	Invoice #	Description
09/30/17	13026400 - 14	13026400 . PE# 14 . 17.09

Gross Amount	Retainage Amt	Net Amount
$20,800.00	$1,040.00	$18,720.00

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 09/29/17 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:
Waterproofing Specialties Inc
8086 Waterford Dr
Stanley, NC 28164

CONTRACT FOR: CONSTRUCTION

PROJECT: **HOTEL AT MARION SQUARE**

VIA ARCHITECT:

APPLICATION NO: **14**

PERIOD TO: **9/30/2017**

PROJECT NO: **#13026000**

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

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	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)	$	669,371.00
5. RETAINAGE:	$	66,937.10
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	602,433.90
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	583,713.90
8. CURRENT PAYMENT DUE	$	18,720.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	162,417.10

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: 9/29/2017

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.

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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: 14
APPLICATION DATE: 9/15/17
PERIOD TO. 9/30/17

Balfour Beatty Project

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE 10%
1	Submittals	3,000.00		3,000.00	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	61,920.00		-	61,920.00	80.00%	15,480.00	6,192.00
8	3: /tc 416 /gO (subcontract)	67,300.00		67,300.00	67,300.00		-	67,300.00	100.00%	-	6,730.00
9	Exterior Sealants	104,000.00		104,000.00	52,000.00	20,800.00	-	72,800.00	70.00%	31,200.00	7,280.00
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!	-	-
	GRAND TOTALS	764,851.00	0.00	764,851.00	648,571.00	20,800.00	0.00	669,371.00	87.52%	95,480.00	63,892.00

R - 21688

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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 $ 18,720.00 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 30th day of September, 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 29th day of September, 20 17.

Signed, sealed and delivered
in the presence of:

Signature

Jennifer Shea
Print Name

Waterproofing Specialties Inc.
a NC corporation

Signature

Cardiff Shea · President
Print Name & Title

STATE OF North Carolina

COUNTY OF LINCOLN

The foregoing instrument was acknowledged before me this 29 day of September, 2017 by Cardiff Shea, President 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.

Shannon E Tomasetti
NOTARY PUBLIC, STATE OF North Carolina

My Commission Expires: 6/5/2022

SHANNON E TOMASETTI NOTARY PUBLIC LINCOLN COUNTY, NC

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 #:	14
for Month Ending:	9/30/2017

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*	
Guaranteed Supply Co	N	N	N/A	N	YES	NO	$294,878.74	7/7/2017	7/31/2017	PARTIAL		Request 8/31/17, 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	$10,183.31	8/30/2017	7/31/2017	PARTIAL		Request 8/31/17, Forthcoming
IDI Distributors, Inc.	N	N	N/A	N	YES	NO	$26,916.77	7/6/2017	7/31/2017	PARTIAL		Request 8/31/17, Forthcoming
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	

R - 21690

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Balfour Beatty
Construction

Request for Payment

Pay Request # 11
Work Performed Through: 09/30/17

Subcontractor's Name: Premier Exteriors
Subcontractor's Address: 3047 Argent Blvd., Suite 12
Ridgeland, SC 29910

Phone Number: 843-645-6920
Fax Number:

Project Name: Hotel at Marion Square
Owner: Library Associates, LLC
Job No.: 13026400
Date: 09/15/17

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)	$1,010,780.93	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$143,528.44	
New Work Performed to Date	$1,154,309.37	
Less 10 % Retainage	$115,430.94	
Amount Earned to Date	$1,038,878.43	
Less Previous Net Billings	$909,702.84	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$129,175.59	

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

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

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

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50000	3493097	13026400	532370
Date	Invoice #	Description		
09/30/17	13026400 - 11	13026400 . PE# 11 . 17.09		
Gross Amount		Retainage Amt	Net Amount	
$143,528.44		$7,176.42	$129,175.59	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO		400.51445000.40		NO

Hold Codes: 02- OWNER FUNDING
PM APP
lower tier waivers

Approvals:
PM / Date
CA 09/15/17
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: **11**

Distribution to:
X OWNER
X ARCHITECT
X INSPECTOR

PERIOD TO: **9/30/17**

FROM CONTRACTOR:
Premier Exteriors LLC
3087 Argent Blvd
Ridgeland, SC 29936

VIA ARCHITECT:

PROJECT NO: **#13026000**

CONTRACT FOR: CONSTRUCTION

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	861,508.09
2. Net change by Change Orders	$	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)	$	1,154,309.37
5. RETAINAGE:	$	115,430.94
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	1,038,878.43
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	909,702.84
8. CURRENT PAYMENT DUE	$	129,175.59
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	250,074.90

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	50.00	

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: 9/15/2017

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 . . . . . $ 129,175.59

(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.

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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: 11
APPLICATION DATE: 9/15/17
PERIOD TO: 9/30/17
Balfour Beatty Project 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE 10%
1				-			-	-		-	-
2	*CO#1*		147,246.36	147,246.36	106,017.00	19,142.00	-	125,159.00	85.00%	22,087.36	12,515.90
3	*Mock Wall*		2,822.16	2,822.16	2,822.16	-	-	2,822.16	100.00%	-	282.22
	Flashing CO's		12,574.05	12,574.05	12,574.05		-	12,574.05	100.00%	-	1,257.41
	Window Returns		40,284.00	40,284.00	40,284.00		-	40,284.00	100.00%	-	4,028.40
	Window Opening Patching		4,680.00	4,680.00	4,680.00		-	4,680.00	100.00%	-	468.00
	Flashing at L3 Terraces		2,234.00	2,234.00	2,234.00			2,234.00	100.00%	-	223.40
	ReWaterproofing Windows		3,949.92	3,949.92	3,949.92			3,949.92	100.00%	-	394.99
	Stucco Wall Prep (Allowance)		100,000.00	100,000.00	100,000.00			100,000.00	100.00%	-	10,000.00
	Flashing Add -Top 6th Floor Cornice		4,718.00	4,718.00	4,718.00			4,718.00	100.00%	-	471.80
	Extra Manpower - High Build		6,240.00	6,240.00	6,240.00			6,240.00	100.00%	-	624.00
	RFI 0516 3rd Floor Slab Edge		2,696.75	2,696.75	2,157.00	539.75		2,696.75	100.00%	-	269.68
	Stucco Wall Prep (Allowance)		100,000.00	100,000.00	93,170.89	6,829.11		100,000.00	100.00%	-	10,000.00
4				-			-	-		-	-
5	*Elevation North Materials*	$85,551.67		85,551.67	21,387.91	25,665.00	-	47,052.91	55.00%	38,498.76	4,705.29
6	*Elevation North Labor*	$105,320.43		105,320.43	26,330.10	31,596.23	-	57,926.33	55.00%	47,394.10	5,792.63
7	*Elevation EAST Materials*	$71,293.06		71,293.06	67,728.00	2,140.00	-	69,868.00	98.00%	1,425.06	6,986.80
14	*Elevation EAST Labor*	$87,767.03		87,767.03	83,378.00	2,633.00	-	86,011.00	98.00%	1,756.03	8,601.10
15	*Elevation SOUTH Materials*	$80,798.80		80,798.80	76,758.00	2,424.00	-	79,182.00	98.00%	1,616.80	7,918.20
16	*Elevation SOUTH Labor*	$99,469.30		99,469.30	94,495.00	2,985.00	-	97,480.00	98.00%	1,989.30	9,748.00
17	*Elevation WEST Materials*	$68,916.62		68,916.62	48,241.00	17,229.00	-	65,470.00	95.00%	3,446.62	6,547.00
18	*Elevation WEST Labor*	$84,841.46		84,841.46	59,388.00	21,211.00	-	80,599.00	95.00%	4,242.46	8,059.90
19	*Courtyard Materials*	$49,905.14		49,905.14	42,420.00	4,990.00	-	47,410.00	95.00%	2,495.14	4,741.00
20	*Courtyard Labor*	$61,436.92		61,436.92	52,220.00	6,145.00	-	58,365.00	95.00%	3,071.92	5,836.50
21	*Scaffolding*	$66,207.66		66,207.66	59,587.25		-	59,587.25	90.00%	6,620.41	5,958.73
22				-			-	-		-	-
23				-			-	-		-	-
24				-			-	-		-	-
25				-			-	-		-	-
26				-			-	-		-	-
				-			-	-		-	-
	GRAND TOTALS	**861,508.09**	**427,445.24**	**1,288,953.33**	~~1,010,780.28~~ 1,019,780.93	**143,529.09** 143,528.44	**0.00**	**1,154,309.37**	**89.55%**	**134,643.96**	**115,430.94**

R - 21693

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Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	9/15/2017

PRIME SUB'S NAME	Premier Exteriors LLC
Attachment for Pay Req #:	11
for Month Ending:	9/30/2017

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:
Capitol Materials					YES		$239,653.88	9/15/2017	8/31/2017	PARTIAL		
4M Metals					YES		$7,281.69	9/15/2017	8/31/2017	PARTIAL		
Neff Rental					YES		$2,317.77	9/15/2017	8/31/2017	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 - 21694

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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 Premier Exteriors LLC (the "Lienor") for and in consideration of the payment of the sum of $ 129,175.59 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 September, 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 15 day of September, 20 17

Signed, sealed and delivered
in the presence of:

Digitally signed by Kim Tredway
DN: cn=Kim Tredway, o=Premier Exteriors LLC, ou, email=kpremierexteriorsllc@com, c=US
Date: 2017.09.15 08:15:11 -04'00'

Signature
Kim Tredway
Print Name

Premier Exteriors LLC
a _____ corporation

Digitally signed by Justin Harvey
DN: cn=Justin Harvey, o=Premier Exteriors LLC, ou, email=justin@premierexteriorsllc.com, c=US
Date: 2017.09.16 08:15:30 -04'00'

Signature
Justin Harvey/CEO
Print Name & Title

STATE OF SC

COUNTY OF Jasper

The foregoing instrument was acknowledged before me this 15 day of September, 20 17 by Justin Harvey, CEO of Premier Exteriors LLC, a _____ corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

_____
NOTARY PUBLIC, STATE OF SC

My Commission Expires: 11/25/23

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Balfour Beatty
Construction

Request for Payment

Pay Request # PE02
Work Performed Through: 09/30/17

Subcontractor's Name: Superior Stone of the Souteast
Subcontractor's Address: 2310 N. Brevard Street
Charlotte, NC 28206
704-333-9884
Phone Number: 704-332-3920
Fax Number:

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 09/21/17
Owner: Library Associates, LLC

Description of Work: Stone

Original Contract Amount	$81,470.00	
Change Order Total	$0.00	
Through C/O # 0		
Total Revised Contract	$81,470.00	
Previous Work Performed to Date(SSR)	$22,850.00	
Value of Materials Stored On Site	$20,350.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$0.00	
New Work Performed to Date	$43,200.00	
Less 10% Retainage	$4,320.00	
Amount Earned to Date	$38,880.00	
Less Previous Net Billings	$20,565.00	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$18,315.00	

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-All jobs	
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 #:

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	5050		13026400	
Date	**Invoice #**	**Description**		
09/30/17	13026400 - PE02	13026400 . PE# PE02 . 17.09		
Gross Amount		**Retainage Amt**	**Net Amount**	
$0.00		$0.00	$18,315.00	
Trade Account?	**Tax Code**	**Pay Item & Cost Code**		**Accrue Tax?**
NO				NO

Halt Codes: 02- OWNER FUNDING LTS
Stored Materials
PM APP

Approvals:
PM / Date
CA 09/29/17-revised
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 #: 2
Work Performed Through: 09/30/17

Subcontractor's Name: Superior Stone of the Southeast
Subcontractor's Address: 2310 N. Brevard Street
Charlotte, NC 28206
Phone Number: 704-333-9884
Fax Number: 704-332-3920

Project Name: Hotel at Marion Square
Job No.: 13026000
Date: 09/20/17
Owner: Library Associates, LLC

Description of Work: Stone

Original Contract Amount	$81,470.00	
Change Order Total Through C/O #:____	$0.00	
Total Revised Contract	$81,470.00	
Value of Work Performed to Date	$2,500.00	
Value of Materials Stored On Site	$40,700.00	
Value of Materials Stored Off Site		
Current Month (Stored Materials)	$0.00	
Total	$43,200.00	
Less_ Retainage	$4,320.00	
ount Earned to Date	$38,880.00	
Less Previous Billings/Payments	$20,565.00	
Less Adjustments/Joint Checks		
Less Pending Back Charges		
Total Amount this Requisition	$18,315.00	

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 ☐

Due Date

Owner Payment Rec'd Date:

Batch #

Voucher #

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50540			
Date	**Invoice #**	**Description**		
Gross Amount		**Retainage Amt**	**Net Amount**	
$43,200.00		$4,320.00	$18,315.00	
Accrue Tax	**Tax Code**	**Pay Item & Cost Code**		
YES / NO				

Halt Codes:

Approvals:
PM / Date
PA / Date
APA / Date

ELECTRONICALLY FILED - 2023 May-16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

TO (OWNER): Balfour Beatty Construction
1930 Camden Road
Suite 280
Charlotte, NC 28203

PROJECT: Marion Square
130260000

APPLICATION NO: 2
PERIOD TO: 9/30/2017

Distribution to:
- [ ] OWNER
- [ ] ARCHITECT
- [x] CONTRACTOR
- [ ]
- [ ]

FROM (CONTRACTOR): Superior Stone of the Southeast
2310 N. Brevard Street
Charlotte, NC 28206

CONTRACT FOR: Stone

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner		
TOTAL		
Approved this month		
Number / Date Approved		
TOTAL	$0.00	
Net change by Change Orders	$0.00	

1. ORIGINAL CONTRACT SUM		$ 81,470.00
2. Net change by Change Orders		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 +- 2)		$ 81,470.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 43,200.00
5. RETAINAGE:		
a. 10 % of Completed Work (Column D+ E on G703)	$ 250.00	
b. 10 % of Stored Material (Column F on G703)	$ 4,070.00	
Total Retainage (line 5a + 5b or Total in Column I of G703)		$ 4,320.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 38,880.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 20,565.00
8. CURRENT PAYMENT DUE		$ 18,315.00
9. BALANCE TO FINISH , PLUS RETAINAGE (Line 3 less Line 6)		$ 42,590.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief that 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 which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: : September 20, 2017

State of: North Carolina County of: Mecklenburg
Subscribed and sworn to before me this 20th day of September, 2017
Notary Public:
My commission expires: December 15, 2018

CHARLENE B. ORTEGOFF
NOTARY PUBLIC
Mecklenburg County, North Carolina
My Commission Expires 12/15/2018

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on-site observations and the data comprising the above 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 for.)

ARCHITECT:

By:

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

R - 21698

FILED 05/16/2025 May 16 2:25 PM CHARLESTON COMMON PLEAS - CASE#2019CP1001108

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

APPLICATION NUMBER: 2
APPLICATION DATE: 09/20/17
PERIOD TO: 09/30/17
BALFOUR BEATTY/Marion Square
SUPERIOR STONE JOB #17-1003

A	B	C	D	E	F	G		H	I
#	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					
1	Stone (Materials)	40,700.00	20,350.00		20,350.00	40,700.00	100%	0.00	4,070.00
2	Scaffolding/Labor	32,570.00				0.00	0%	32,570.00	0.00
3	Mobilzation	5,700.00				0.00	0%	5,700.00	0.00
4	Samples/Submittlas/ Administrative	2,500.00	2,500.00			2,500.00	100%	0.00	250.00
		81,470.00	22,850.00	0.00	20,350.00	43,200.00	53%	38,270.00	4,320.00

R - 21699

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 Superior Stone of the Southeast (the "Lienor") for and in consideration of the payment of the sum of $18,315.00 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:

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 30 day of September 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 September, 2017.

Signed, sealed and delivered
in the presence of:

Amy L Dussell
Signature

Amy L. Dussell
Print Name

Superior Stone of the Southeast
a North Carolina corporation

Signature
Chris A Combis, President
Print Name & Title

STATE OF North Carolina

COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 20th day of September, 2017, by Chris A Combis, Preisdent of Superior Stone of the Southeast, a North Carolina corporation on, on behalf of the corporation. He/she is personally known to me or has produced known individual (type of identification) as identification.

CHARLENE B WINECOFF
NOTARY PUBLIC
Mecklenburg County, North Carolina
My Commission Expires 12/15/2018

Charlene B. Winecoff
NOTARY PUBLIC, STATE OF North Carolina

Commission Expires: 12/15/18

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: 09/26/17

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 Seven Hundred ($40,700.00) 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: Smooth Limestone Tile

Stored Address: 2310 N. Brevard Street
Charlotte, NC 28206

Sum Total Value: $40,700.00

Witness:

Amy L. Driscoll

Amy L. Driscoll

Subcontractor:

Chris A. Combis, President
Name & Title

State of North Carolina County of Mecklenburg

The foregoing instrument was acknowledged before me this 26th day of September 20 17, by Chris A. Combis as President of Superior Stone of the Southeast.

My Commission Expires: Charlene B. Winecoff (Seal)
Notary Public

CHARLENE B. WINECOFF
NOTARY PUBLIC
Mecklenburg County, North Carolina
My Commission Expires 12/15/2021

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

INVOICE

SUPERIOR STONE
2310 N Brevard Street
Charlotte, NC 28206

Date	Invoice #
9/20/2017	7051

Bill To
Balfour Beatty Construction 1930 Camden Road Suite 280 Charlotte, NC 28203

Project	Job No.
Marion Square 13026000	17-1003

Description	Amount
Contract Amount: $81,470.00 Total to Date: $81,470.00 Less Retainage: $4,320.00 Less Previous Billings: $20,565.00 Amount Due this Invoice:	18,315.00
App #2	
Total	$18,315.00

PHONE: 800-432-8335 WEB: [illegible]

INTERNET STRAIGHT BILL OF LADING

ORIGINAL - NOT NEGOTIABLE

Page 1 of 1

FREIGHT CHARGES:	DATE:
Prepaid	09/14/2017

B/L# -322440083

PO#:

SHIPPER

ARRISCRAFT INTERNATIONAL LLC
6054 ZENITH MILL ROAD
FORT VALLEY, GA 31030
USA Ph#: 478-827-1896
JAMIE SILF

CONSIGNEE

SUPERIOR STONE
2310 N. BREVARD
CHARLOTTE, NC 28206
USA Ph#: 704-333-988[illegible]
BILL HENNING

R - 21703

BILL CHARGES TO:

ARRISCRAFT INTERNATIONAL LLC
6054 ZENITH MILL ROAD
FORT VALLEY, GA 31030
USA Ph#: 478-827-1896

REMIT TO (COD):



R - 21704

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#201



189656

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 9/26/2017

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY	PHONE (A/C, No, Ext): 800-868-8834	COMPANY
Commercial Lines – 800-868-8834 Wells Fargo Insurance Services USA, Inc. 6100 Fairview Road Charlotte, NC 28210	FAX (A/C, No): 866-332-3051 E-MAIL ADDRESS: kimberley.odell@wellsfargo.com	Builders Mutual Insurance Company
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #:		10844

INSURED	LOAN NUMBER	POLICY NUMBER
Superior Stone of the Southeast LLC 2310 N Brevard St Charlotte, NC 28206		CPP 0075133 00
	EFFECTIVE DATE: 07/01/2017 EXPIRATION DATE: 07/01/2018 ☐ CONTINUED UNTIL TERMINATED IF CHECKED	
	THIS REPLACES PRIOR EVIDENCE DATED: SID# 1085334 9/26/2017	

PROPERTY INFORMATION

LOCATION/DESCRIPTION

2310 N. Brevard St, Charlotte, NC

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

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Personal Property of Others/Special	$835,000	$2,500
Property in Transit/Special	$10,000	$2,500

REMARKS (Including Special Conditions)

Certificate holder and Owners are named as loss payee as it relates to $40,700 of stored and transported materials for Marion Square project at the above location in accordance with the terms and conditions of the policy. The above coverage is primary and noncontributory where required by written contract.

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, LLC PO Box 199515 Dallas, TX 75219	☐ MORTGAGEE ☒ LOSS PAYEE	☐ ADDITIONAL INSURED
	LOAN #	
	AUTHORIZED REPRESENTATIVE	Jeanne Brandon

ACORD 27 (2009/12) The ACORD name and logo are registered marks of ACORD
1085336

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This evidence replaces evidence# 1085334 issued on 9/26/2017

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request # 7
Work Performed Through: 09/30/17

Subcontractor's Name: Ram Tool
Subcontractor's Address: PO Box 743487
Atlanta, GA 30374-3487

Phone Number: 205-714-3300
Fax Number:

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 09/29/17
Owner: Library & Associates

Description of Work:	Tools	
Original Contract Amount	$2,595.08	
Change Order Total	$19,995.70	
Through C/O #: 0		
Total Revised Contract	$22,590.78	
Previous Work Performed to Date(SSR)	**$20,346.03**	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$2,244.75	
New Work Performed to Date	$22,590.78	
Less 0 % Retainage	$0.00	
Amount Earned to Date	$22,590.78	
Less Previous Net Billings	$20,346.03	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$2,244.75	

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**		
09/30/17	13026400 - 07	13026400 . PE# 07 . 170930		
Gross Amount		**Retainage Amt**	**Net Amount**	
$2,244.75		$0.00	$2,244.75	
Trade Account?	**Tax Code**	**Pay Item & Cost Code**		**Accrue Tax?**
NO		50610000.00000000		NO

Halt Codes: 03- Cond Prog

Approvals:
PM / Date
CA 09/29/17
PA / Date 3
APA / Date

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

EXHIBIT A

Ram Tool
Marion Square

JOB#: 13026400 CONTRACT#: 0 PAY APP# : 5

September 30, 2017

INVOICE DATE	INVOICE #	PREVIOUSLY PAID INVOICES	CURRENT INVOICES DUE	COMMENTS
2/13/2017	93526600	$ 199.04		PE01
2/16/2017	93533912	$ 197.64		PE01
2/20/2017	93539653	$ 32.06		PE01
2/21/2017	93541460	$ 208.26		PE01
2/24/2017	93550409	$ 90.28		PE01
2/27/2017	93552252	$ 183.63		PE01
2/27/2017	93552251	$ 979.83		PE01
2/28/2017	93555631	$ 211.05		PE01
3/1/2017	93558340	$ 493.29		PE01
3/3/2017	93562844	$ 21.35		PE02
3/6/2017	96565672	$ 347.89		PE02
3/7/2017	93567761	$ 111.76		PE02
3/7/2017	93567762	$ 298.38		PE02
3/7/2017	93567757	$ 27.94		PE02
3/15/2017	93583557	$ 565.09		PE02
3/15/2017	93583562	$ 160.58		PE02
3/15/2017	93583558	$ 47.56		PE02
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	$ 485.80		PE03
4/5/2017	93622883	$ 199.43		PE03
4/12/2017	93635957	$ 90.27		PE03
4/12/2017	93635959	$ 100.61		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	$ 106.09		PE04
5/18/2017	93705519	$ 451.26		PE04
5/22/2017	93714463	$ 294.30		PE04
6/9/2017	93743480	$ 136.25		PE04
6/12/2017	93748609	$ 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	$ 401.26		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	$ 150.41		PE05
7/28/2017	93843422	$ 1,141.23		PE05
7/28/2017	93843424	$ 28.07		PE05
7/31/2017	93845944	$ 80.06		PE05
8/1/2017	93849057	$ 102.61		PE05
8/3/2017	93854567	$ 105.74		PE06
8/3/2017	93854568	$ 43.14		PE06
8/9/2017	93865419	$ 415.04		PE06
8/24/2017	93897192	$ 55.84		PE06
8/25/2017	93900683	$ 489.66		PE06
8/25/2017	93900685	$ 36.02		PE06
8/28/2017	93903680	$ 58.85		PE06
8/28/2017	93903682	$ 62.48		PE06
8/31/2017	93912933	$ 49.62		PE06
9/7/2017	93922982		$ 341.73	PE07
9/7/2017	93922981		$ 911.63	PE07
9/8/2017	93926323		$ 81.48	PE07
9/20/2017	93948164		$ 909.92	PE07
		$ 20,346.03		

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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

93922982
09/07/2017
Sold-To Party : 105588

BALFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD, SUITE 280
CHARLOTTE NC 28203

CUMENTS
es Order: 3905515
. No.: PETE / MARION SQUARE

Batch # 2513854
Doc # 1545549 Paid - 9/29/17

RECEIVED
SEP 14 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 **341.72 USD**
Terms of Payment Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
10	UTC-145202 2IN X 180FT 30 DAY RED STUCCO TAPE	24 ROL	11.55000	277.20
20	RAW-02724 TAPPER+ HWH 1/4 X 2 1/4 (100/BX)	2 BOX	18.15000	36.30

Subtotal Before Tax	313.50
Total Sales Tax	28.22
Total Invoice in USD	341.72

Please code

Vendor # 117022 PA CA 9/15/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026400	10146000		$ 341.72
			$

MGR APPROVAL — LESS Retainage Withheld $

Net Amount Due $

DID YOU KNOW: Invoices can be sent electronically and are also available via our NEW Online Customer Portal. Please contact us to learn more and sign up today. Thank you for your business! Email: arcustomerrequest@ram-tool.com

ELECTRONICALLY FILED 2019 May 10 2:23 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

93922981
09/07/2017
Sold-To Party : 105588

BALFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD, SUITE 280
CHARLOTTE NC 28203

CUMENTS
es Order: 3905311
. No.: MARION SQUARE

RECEIVED
SEP 14 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	**911.63 USD**
Terms of Payment	Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
10	POL-2FR FIRE RET R	4 ROL	209.09000	836.36
	6 MIL 20X100 FIRE RET STRING REINFORCED			

Batch # 9513884
Doc # 1545551

Subtotal Before Tax	836.36
Total Sales Tax	75.27
Total Invoice in USD	911.63

Please code

Vendor # 117020 PA CA 9/15/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026400	10146000		$ 911 63
			$

MGR APPROVAL

LESS Retainage Withheld $

Amo... e $

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 - 21710

ELECTRONICALLY FILED 2023 May 18 2:23 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
SEP 15 2017
By

Invoice
93926323
09/08/2017
Sold-To Party : 105588

BALFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD, SUITE 280
CHARLOTTE NC 28203

CUMENTS
es Order: 3906893
. No.: PETE / MARION SQUARE

Ship-To-Party : 5210434
MARION SQUARE
CORNER OF KING AND HUTSON STREET
CHARLESTON SC 29403

INFORMATION

Incoterm	004 Truck Delivery
Branch Location	SC01 CHARLESTON, SC
Total Invoice Amount	**81.48 USD**
Terms of Payment	Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
10	DWA-DW8424 4 1/2 X .045 X 7/8 THIN CUTTING WHEEL	25 EA	2.99000	74.75
	Subtotal Before Tax			74.75
	Total Sales Tax			6.73
	Total Invoice in USD			81.48

Batch # 2513854
Doc # 1545552

Please code

Vendor ID 117022 PA CA 9/18/17

Cust. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026400.10146000			$ 81.48
			$

MGR APPROVAL — LESS Retainage Withheld $
Net Amount Due $

DID YOU KNOW: Invoices can be sent electronically and are also available via our NEW Online Customer Portal. Please contact us to learn more and sign up today. Thank you for your business! Email: arcustomerrequest@ram-tool.com

ELECTRONICALLY FILED 2019 May 10 2:23 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

93948164
09/20/2017
Sold-To Party : 105588

BALFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD, SUITE 280
CHARLOTTE NC 28203

CUMENTS
es Order: 3928685
. No.: MARTY / MARION SQUARE

RECEIVED
SEP 25 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	**909.92 USD**
Terms of Payment	Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
10	PPI-BUILDER BOARD	10 ROL	79.00000	790.00
	BLD 38100 38" x 100' LOGO FLOOR PROTECT			
20	JDR-FABRIC 36	1 ROL	44.79000	44.79
	36" X 300' FABRIC FOR SILT FENCE			

B- 2513854
D- 154553

Subtotal Before Tax	834.79
Total Sales Tax	75.13
Total Invoice in USD	909.92

Vendor # _____ PA CA 9126/17

Bus. unit/Job#	Cost type object acct	Cost Code subsidiary	Amount
13026400	.10146000		$ 909.92
			$

MGR APPROVAL

LESS Retainage Withheld $ _____

Net Amount Due $ _____

DID YOU KNOW: Invoices can be sent electronically and are also available via our NEW Online Customer Portal. Please contact us to learn more and sign up today. Thank you for your business! Email: arcustomerrequest@ram-tool.com

R - 21712

ELECTRONICALLY FILED [illegible] 3 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request # 11
Work Performed Through: 09/30/17

Subcontractor's Name: Buck Lumber & Building Supply
Subcontractor's Address: 1911 Maybank Hwy.
Charleston, SC 29412-2115

Phone Number: 843-795-0150
Fax Number: 843-795-0165

Project Name: Hotel at Marion Square
Job No.: 13026400
Date: 09/25/17
Owner: Library Associates, LLC

Description of Work: Building Supplies/Blocking

Original Contract Amount	$85,000.00	
Change Order Total (Through C/O #: 0)	$0.00	
Total Revised Contract	$85,000.00	
Previous Work Performed to Date(SSR)	$28,547.89	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$1,571.45	
New Work Performed to Date	$30,119.34	
Less 0 % Retainage	$0.00	
Amount Earned to Date	$30,119.34	
Less Previous Net Billings	$28,547.89	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$1,571.45	

Subcontract [X] Purchase Order [ ]

Other Contract Type

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

Subguard [ ] Alternate Plan [ ]

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

Insurance Status: Finaled
Insurance Expiration Date: 11/01/17

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

Owner Billing Number: N/A

Owner Payment Rec'd Date:

Payment Terms: Pay When Paid

Pay Select #

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50000	3423077	13026400	
Date	**Invoice #**	**Description**		
09/30/17	13026400 - 11	13026400 . PE# 11 . 170930		
Gross Amount		**Retainage Amt**	**Net Amount**	
$1,571.45			$1,571.45	
Trade Account?	**Tax Code**	**Pay Item & Cost Code**		**Accrue Tax?**
NO				NO

Hall Codes: Cond Waiver
PM App

Approvals:

PM / Date	PA / Date	APA / Date
	CA 09/25/2017	

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

EXHIBIT A

Buck Lumber & Building Supply

Hotel at Marion Square

JOB#: 13026400 CONTRACT#: 0 PAY APP# : 11

September 30, 2017

INVOICE DATE	INVOICE #	PREVIOUSLY PAID INVOICES	CURRENT INVOICES DUE	COMMENTS
10/28/2016	1058401	$ 497.70		PE#01
11/1/2016	1063811	$ 1,004.33		PE#01
11/29/2016	1103061	$ 1,652.83		PE#02
11/10/2016	1076751	$ 896.52		PE#02
12/12/2016	1124611	$ 985.18		PE#03
12/16/2016	1133811	$ 400.26		PE#03
12/20/2016	1138971	$ 1,519.17		PE#03
1/9/2017	1157961	$ 380.52		PE#04
1/9/2017	1160271	$ 517.70		PE#04
1/18/2017	1177881	$ 709.59		PE#04
1/26/2017	1194281	$ 1,047.16		PE#05
2/9/2017	1217931	$ 899.88		PE#05
2/9/2017	1218821	$ 1,047.16		PE#05
2/14/2017	1226721	$ 1,047.16		PE#05
2/15/2017	1227451	$ 423.15		PE#05
2/17/2017	1234491	$ 126.58		PE#06
2/22/2017	1241661	$ 1,013.23		PE#06
2/22/2017	1247191	$ 727.82		PE#06
3/1/2017	1252221	$ 1,744.76		PE#06
3/2/2017	1253211	$ 284.92		PE#06
3/9/2017	1270261	$ 404.53		PE#06
3/14/2017	1275881	$ 2,235.28		PE#06
3/20/2017	1286621	$ 570.35		PE#07-paid 03/27/17-check number 166216
3/29/2017	1306601	$ 183.91		PE#07-paid 03/31/17-check number 167406
4/5/2017	1318981	$ 1,096.94		PE#07-paid 04/07/17-check number 169393
4/10/2017	1329051	$ 1,573.34		PE#07--paid 04/19/17-check number 172312
4/12/2017	1334731	$ 1,416.62		PE#07-paid 04/19/17-check number 172312
4/20/2017	1347451	$ 789.10		PE#07-paid 04/21/17-
4/28/2017	1362471	$ 786.63		PE#08-paid 05/01/17-check number 174836
4/28/2017	1334641	$ (670.80)		PE#08-paid 05/01/17-check number 174836
5/9/2017	1376591	$ 670.42		PE#08-paid 05/15/17-check number 178674
5/11/2017	1376781	$ (629.30)		PE#08-paid 05/15/17-check number 178674
5/9/2017	1380881	$ 1,255.13		PE#08-paid 05/15/17-check number 178674
5/16/2017	1393181	$ 1,263.48		PE#08-paid 05/19/17
5/26/2017	1412231	$ 237.51		PE#09-paid 06/01/17-check number 182402
5/31/2017	1418521	$ 260.66		PE#09-paid 06/01/17-check number 182402
7/21/2017	1503191	$ 178.47	$ -	PE#10
9/7/2017	1581911		$ 676.51	
9/8/2017	1578201		$ 707.27	
9/15/2017	1590921		$ 187.67	
		$ 28,547.89	$ 1,571.45	

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

BUCK
Lumber & Building Supply, Inc.

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

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

TRANSACTION TYPE
CHARGE SALE

STORE NAME
BUCK LUMBER

AUTH: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

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

CHARLOTTE, NC 28203

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

CHARLESTON, SC 29403

CUST CODE	TIME	TRANS#	DATE	STR	SLS#	W/B	TILL	O/Q#	ORDER DT	DATE WANTED	ZONE
BALFB98	12:48	1581911	090717	1	14	40	041	158191	09/06/17	09/08/17	

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

LN	ITEM CODE	ORD	SHIP	DESCRIPTION	PRICE/UNIT	EXTENSION
1	COVER	1	1	COVER ENTIRE LOAD	0.000 EACH	0.00
2	2412P	36	36	2X4-12' SOU YEL PINE D4S #2	4.300 PC	154.80
3	716OSB	35	35	7/16-4x8 (OSB) WAFER BOARD	13.310 PC	465.85
				Total Ship Units: 2530.800 LB		

Vendor # 34230m PA CA 9/8/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026406	42045	50810060	$ 676.51
			$

MGR APPROVAL

LESS Retainage Withheld $

Net Amount Due $

Batch # 2498595
Doc # 1534319
Paid: 9/8/17
Payment number: 207879

NET AMT	DISC	TAX%	TAX AMT	TOTAL AMT
620.65		9.000	55.86	676.51

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

ORIGINAL INVOICE
R - 21715

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

BUCK
Lumber & Building Supply, Inc.

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

TRANSACTION TYPE
CHARGE SALE

STORE NAME
BUCK LUMBER

AUTH: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

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

CHARLOTTE, NC 28203

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

CHARLESTON, SC 29403

CUST CODE	TIME	TRANS#	DATE	STR	SLS#	W/B	TILL	O/Q#	ORDER DT	DATE WANTED	ZONE
BALFB98	06:15	1578201	090717	1	14	40	041	157820	09/05/17	09/07/17	

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

LN	ITEM CODE	ORD	SHIP	DESCRIPTION	PRICE/UNIT	EXTENSION
1	COVER	1	1	COVER ENTIRE LOAD	0.000 EACH	0.00
2	SOTRTD	16	16	2X6X12' FIRE TREATED SOID 73907 ********** stock below	15.030 EACH	240.48
5	34CDFR	10	10	3/4 X 4 X 8 CD FIRE RETARDANT	39.050 PC	390.50
	12914	1	1	1-1/4" DRYWALL SCREW F/T 5#	17.890 BOX	17.89
				Total Ship Units: 768.000 LB		

Vendor # 3423022 FO CA 918117

Bus. unit/Job#	Cost ... el object acct	Cost Code/ subsidiary	Amount
13026400	42045	50810060	$ 702.22
			$

MGR APPROVAL

LESS Retainage Withheld $

Net Amount Due $

Batch # 248595
Doc # 1534318
Paid: 918117
Payment number. 207809

NET AMT	DISC	TAX%	TAX AMT	TOTAL AMT
648.87		9.000	58.40	707.27

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

ORIGINAL INVOICE
R - 21716

BUCK
Lumber & Building Supply, Inc.

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

TRANSACTION TYPE
CHARGE SALE

STORE NAME
BUCK LUMBER

AUTH: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

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

CHARLOTTE, NC 28203

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

CHARLESTON, SC 29403

CUST CODE	TIME	TRANS#	DATE	STR	SLS#	W/B	TILL	O/Q#	ORDER DT	DATE WANTED	ZONE
BALFB98	12:42	1590921	091517	1	14	40	041	159092	09/14/17	09/15/17	

REFERENCE NUMBER	CUSTOMER ORDER#	ORDERED BY	BUCK PO#	DUE IN DATE	SALESMAN
	054-HOTEL @ M S	MARTY 8032013723			BYRON CLARK

LN	ITEM CODE	ORD	SHIP	DESCRIPTION	PRICE/UNIT	EXTENSION
1	54250	1	1	1/4 X 3-1/4 STAR/FLAT TAPCON	35.290 EACH	35.29
2	2410T	2	2	2X4-10 TREATED #2 PRIME GC	6.050 PC	12.10
3	2414T	4	4	2X4-14 TREATED #2 PRIME GC	8.500 PC	34.00
4	2612T	2	2	2X6-12 TREATED #2 PRIME GC	9.350 PC	18.70
5	2614T	3	3	2X6-14 TREATED #2 PRIME GC	11.960 PC	35.88
	1612T	4	4	1 X 6 X 12' TREATED #2 APG (WET)	9.050 EACH	36.20
				Total Ship Units: 452.500 LB		

Vendor # 3423070 PA CA 9/22/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026400	42045	50810060	$ 187.67
			$

MGR APPROVAL

LESS Retainage Withheld $

Net Amount Due $

Batch # 250269 Doc # 1540109

Paid 9/22/17

Payment number- 21669
Payment date- 9/25/17

NET AMT	DISC	TAX%	TAX AMT	TOTAL AMT
172.17		9.000	15.50	187.67

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

ORIGINAL INVOICE
R - 21717

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request # 12
Work Performed Through: 09/30/17

Contractor's Name: Cook & Boardman, LLC
Subcontractor's Address: 9347 D. Ducks Lane, Ste A
Charlotte NC 28273

Phone Number
Fax Number

Project Name: Hotel at Marion Square
Owner: Library Associates, LLC
Job No.: 13026400
Date: 09/21/17

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)	$235,254.89
Value of Materials Stored On Site	$0.00
Value of Materials Stored Off Site	$0.00
Current Month Gross	$1,833.65
New Work Performed to Date	$237,088.54
Less 10 % Retainage	$23,708.85
Amount Earned to Date	$213,379.69
Less Previous Net Billings	$211,729.40
Less Adjustments/Joint Checks	$0.00
Less Pending Back Charges	$0.00
Total Amount this Requisition	$1,650.29

Subcontract [X] Purchase Order [ ]
Other Contract Type

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

Subguard [ ] Alternate Plan [ ]

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

Insurance Status: Finaled
Insurance Expiration Date: 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	Y [ ]	N [X]
If yes, attach stored materials checklist		
Final Payment	Y [ ]	N [X]
If yes, see attached checklist		

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

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50540	111007	13026400	532364
Date	Invoice #	Description		
09/30/17	13026400 - 12	13026400 . PE# 12 . 17.09		
Gross Amount		Retainage Amt	Net Amount	
$1,833.65		$23,708.85	$1,650.29	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO		400.50810060.45		NO

Hold Codes: 02- OWNER FUNDING
PM Approval
lower tier waivers

Approvals:
PM / Date
CA 09/21/17
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 #	12
Work Performed Through	9/19/2017

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: 704-334-9366

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 #:____	$33,861.02	
Total Revised Contract	$1,538,309.02	
Value of Work Performed to Date	$237,088.54	
Value of Materials Stored On Site		
Value of Materials Stored Off Site		
Current Month (Stored Materials)		
Total	**$237,088.54**	
Less 10 % Retainage	$23,708.85	
Amount Earned to Date	**$213,379.69**	
Less Previous Billings/Payments	$211,729.40	
Less Adjustments/Joint Checks		
Less Pending Back Charges		
Total Amount this Requisition	**$1,650.29**	

Subcontract ☐ Purchase Order ☐
Other Contract Type
Unit Price ☐ Bonded ☐ Lump Sum ☐ Unbonded ☐
Subguard ☐ Alternate Plan ☐

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

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

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
Date	**Invoice #**	**Description**		
Gross Amount		**Retainage Amt**	**Net Amount**	
$237,088.54		$23,708.85	$1,650.29	
Accrue Tax	**Tax Code**	**Pay Item & Cost Code**		
YES / NO				

Halt 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

TO (Contractor) :
BALFOUR BEATTY CONSTRUCTION, LLC
1930 Camden Road, Suite 280
Charlotte, NC 28203

PROJECT: Hotel at Marion Square

FROM (TRADE CONTRACTOR):
Cook & Boardman, LLC
9347 D. Ducks Lane, Ste A
Charlotte, NC 28273

VIA (Construction Contract):

A/A DOCUMENT G702 PAGE 1 OF 2 PAGES

APPLICATION: 12 DISTRIBUTION TO:
PERIOD FROM 08/22/2017 ☐ OWNER
PERIOD TO: 09/19/2017 ☐ CONTRACTOR
☐ ARCHITECT
☐ TRADE CONTRACTOR

ARCHITECT'S
PROJECTS NO 13026000

CONTRACT FOR: Doors, Frames, Hardware, Toilet Accessories

CONTRACT DATE: 5/13/2015

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

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)		$ 237,088.54
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E)	$ 23,708.85	
b. 10 % of Stored Material (Column F)	$	
Total Retainage (Line 5a + 5b or Total in Column I)		$ 23,708.85
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 213,379.69
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 211,729.40
8. CURRENT PAYMENT DUE		$ 1,650.29
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$ 1,324,929.33

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: 9/19/2017

State of : North Carolina County of: Mecklenburg
Subscribed and sworn to before me this 19th day of September 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 - 21720

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CONTINUATION SHEET

PROJECT: Hotel at Marion Square

APPLICATION NUMBER: 12

APPLICATION DATE: ########

PERIOD TO: ########

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	11,517.28		96,214.64	15.13%	539,679.90	9,621.46
4	Installation	189,140.00	25,716.00	0.00		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	-2,596.00	0.00		-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	-11,517.28		-11,517.28	100.00%	0.00	-1,151.73
	Change Order #4	49,974.30	18,553.50	1,833.65		20,387.15	40.80%	29,587.15	2,038.72
	Total	1,538,309.02	235,254.89	1,833.65	0.00	237,088.54	15.41%	1,301,220.48	23,708.85

R - 21721

Project Name
Project No. X

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Exhibit "G"

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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 $___1,650.29
(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 ____September 19_____, 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 19th day of September, 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 19th day of September, 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

(Notary Seal)

Updated as of 6/30/2013

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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 $_1,650.29____ and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

_____

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the _19th__ day of September__, 2017___, excluding the items identified hereinabove, if any.

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

IN WITNESS THEREOF, I have hereunto set my hand seal this 19th_ day of _September_, 2017__.

Signed, sealed and delivered
in the presence of:

_____
Signature

_____
Print Name

Cook & Boardman_____
a ____North Carolina_____ corporation

_____
Signature
__Terri Hill / Accounting Manager_____
Print Name & Title

STATE OF North Carolina_____

COUNTY OF _Mecklenburg_____

The foregoing instrument was acknowledged before me this 19th day of September, 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

_____
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:	6/19/2017
PRIME SUB'S NAME:	Cook & Board
Attachment for Pay Req #:	12
for Month Ending:	5/30/2017

A	B	C	D	E	F		G	H	I	J		K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)		Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: *(as noted on release)*	Tier's most recent release is PARTIAL or FINAL? Select One		Comments:
SAMPLE TIER 123 Example Dr. Somewhere, NC 27607 919-834-1234	*Yes - PIT*	*NO*	*N/A*		*YES*	*NO*	*$12,123.00*	*4/27/2010*	*3/31/2010*	*PARTIAL*	*FINAL*	*thru March 2010*
Accurate Lock	No	No	N/A	No	YES		$690.60	10/20/2016	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		$84,155.12	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		$41,189.38	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		$6,034.00	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 - 21725

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Balfour Beatty
Construction

Request for Payment

Pay Request # 17
Work Performed Through: 09/30/17

No Pay App #1-1st Pay app entered was #2

Subcontractor's Name: Precision Walls
Subcontractor's Address: 7317 Peppermill Pkwy
N Charleston SC 29418

Phone Number: -
Fax Number:

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 09/29/17
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	$857,154.22	
Through C/O #: 0		
Total Revised Contract	$4,318,853.22	
Previous Work Performed to Date(SSR)	$3,818,814.68	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$112,164.02	
New Work Performed to Date	$3,930,978.70	
Less 10 % Retainage	$393,098.02	
Amount Earned to Date	$3,537,880.68	
Less Previous Net Billings	$3,436,933.07	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$100,947.61	

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]

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**		
09/30/17	13026400 - 17	13026400 . PE# 17 . 17.09		
Gross Amount		**Retainage Amt**	**Net Amount**	
$112,164.02		$5,608.20	$100,947.61	
Trade Account?	**Tax Code**	**Pay Item & Cost Code**		**Accrue Tax?**
NO		400.50925200 40		NO

Halt Codes: 02- OWNER FUNDING
Owner Waiver
PM App

updated waivers

Approvals:
PM / Date
CA 10/02/17 Revised
PA / Date
APA / Date

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

PAYMENT APPLICATION

TO: Balfour Beatty Construction
406 S Mcdowell Street
Suite 200
Raleigh, NC 27601
Attn: Tim Spano

FROM: Precision Walls Inc.
7317 Peppermill Pkwy
N. Charleston, SC 29418

PROJECT NAME AND LOCATION: 14-1278
Hotel @ Marion Square
404 King Street
Charleston, SC 29403

ARCHITECT:

APPLICATION # for 14-1278
PERIOD THRU 30-SEP-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		$857,154.22
3. CURRENT CONTRACT AMOUNT	(Line 1 +/- 2)	$4,318,853.22
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)		$3,930,978.70
5. RETAINAGE:		
a. % of Completed Work (Column D + E on Continuation Page)	$393,098.02	
b. % of Material Stored (Column F on Continuation Page)	$0.00	
Total Retainage (Line 5a + 5b or Column I on Continuation Page)		$393,098.02
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)		$3,537,880.68
7. LESS PREVIOUS APPLICATIONS		$3,436,933.07
8. PAYMENT DUE		$100,947.61
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	$780,972.54	

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months	$589,747.58	$1,878.00
Total approved this month	$106,575.66	$4,815.14
TOTALS	$696,323.24	$6,693.14
NET CHANGES	$689,630.10	

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: 10/2/2017

State of: SC

County of: Charleston

Subscribed and sworn to before me this 2 day of Oct. 2017

BRENDA MAE BROWN NOTARY PUBLIC

Notary Public: _____

My Commission Expires 8-19-2024

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 - 21727

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Precision Walls Inc.

CONTINUATION PAGE

PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 29-SEP-17
PERIOD THRU: 30-SEP-17
PROJECT #'S:

Payment Application containing Contractor's signature is attached.

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)
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	1,763.00	0.00		24,763.00	100%	0.0	2,476.30

R - 21728

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Precision Walls Inc.

CONTINUATION PAGE

PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 29-SEP-17
PERIOD THRU: 30-SEP-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)
124		2nd Floor ACT - Labor			16,842.00	12,631.50	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%	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	12,635.00	0.00		12,635.00	100%	0.00	1,263.51
128		2nd Floor Ceiling Drywall Assembly - Labor			29,608.00	23,686.40	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%	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	99,911.00	0.00		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	121,878.00	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%	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	50,110.00	0.00		50,110.00	100%	0.00	5,011.00
144		6th Floor Drywall Assembly - Labor			59,552.00	53,596.80	0.00		53,596.80	90%	5,955.20	5,359.68
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	44,664.00	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%	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 - 21729

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Precision Walls Inc.

CONTINUATION PAGE

PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 29-SEP-17
PERIOD THRU: 30-SEP-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)
151		8th Floor Drywall Assembly - Material			50,110.00	37,582.50	5,011.00		42,593.50	85%	7,516.50	4,259.35
152		8th Floor Drywall Assembly - Labor			59,552.00	29,776.00	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%	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	1,392.50		4,177.50	75%	1,392.50	417.75
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%	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	4,000.00		5,000.00	50%	5,000.00	500.00
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	15,000.00	0.00		15,000.00	100%	0.00	1,500.00
163		Scaffolding at stairwells			80,000.00	40,000.00	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%	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	3,230,945.10	10,403.50		3,241,348.60	94%	220,350.40	324,134.98
		SUB TOTAL			3,461,699.00	3,230,945.10	10,403.50		3,241,348.60	94%	220,350.40	324,134.98
		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 - 21730

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Precision Walls Inc.

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PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 29-SEP-17
PERIOD THRU: 30-SEP-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)
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	19,983.60	2,220.40		22,204.00	100%	0.00	2,220.40
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 - 21731

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Precision Walls Inc.

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PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 29-SEP-17
PERIOD THRU: 30-SEP-17

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						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-18687 - Hotel @ Marion Square - Quarry Cast Reduced Scope Formglas Rev J			251,123.00	188,342.21	12,558.15		200,898.36	80%	50,224.64	20,089.85
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	89,838.02	0.00		89,838.02	70%	38,501.98	8,983.80

R - 21732

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Precision Walls Inc.

CONTINUATION PAGE

PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 29-SEP-17
PERIOD THRU: 30-SEP-17

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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)
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	19,405.00	0.00		19,405.00	100%	0.00	1,940.51
34		CO-18318 - SI 39 - Pattisserie Wall Changes			1,840.00	1,840.00	0.00		1,840.00	100%	0.00	184.00
35		CO-18429 - SI 41 Boardroom Revisions			1,821.00	1,821.00	0.00		1,821.00	100%	0.00	182.10
36		CO-18430 - SI 41 Prefunction Revisions			2,188.00	2,188.00	0.00		2,188.00	100%	0.00	218.80
37		CO-18417 - SI 39 - Guestroom Patching			1,060.00	1,060.00	0.00		1,060.00	100%	0.00	106.00
38		CO-18463 - RFI 0991 - ADA Bathroom Control Valve Locations			2,538.00	2,538.00	0.00		2,538.00	100%	0.00	253.80
39		CO-18471 - Spa Retail Revisions			4,466.00	4,466.00	0.00		4,466.00	100%	0.00	446.60
40		CO-18405 - Repair Lobby Ceiling Due to Water Damages Extra Work Order 4/29/17			315.00	315.00	0.00		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	2,867.00	0.00		2,867.00	100%	0.00	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%	0.00	203.10
43		CO-18410 - RFI 0915 Ballroom RCP Conflict with Ducts			4,517.00	4,517.00	0.00		4,517.00	100%	0.00	451.70
44		CO-18549 - Repair Water Damaged Drywall & Insulation Work Orders Date 7/7/17 - 7/12/17			3,452.00	3,452.00	0.00		3,452.00	100%	0.00	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%	0.00	397.70
46		CO-17804 - Revised Exterior Mock Up Work			15,879.00	15,879.00	0.00		15,879.00	100%	0.00	1,587.90
47		CO-17956 - Model Room 8 Revisions - Add (2) GRG Shapes per 5/MR-01			2,496.00	2,496.00	0.00		2,496.00	100%	0.00	249.60
48		CO-18237 - Repair Damaged/Removed Rigid Insulation & Drywall L4 & L5 Extra Work Order 3/120/17			3,436.00	3,436.00	0.00		3,436.00	100%	0.00	343.60

R - 21733

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Precision Walls Inc.

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PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 29-SEP-17
PERIOD THRU: 30-SEP-17

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PROJECT #'S:

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						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)
49		CO-18349 - SI 39 - Stair 4 Wall Revisions			6,371.00	0.00	0.00		0.00	0%	6,371.00	0.00
50		CO-18414 - SI 40 and SI 41R Revisions			6,876.00	0.00	0.00		0.00	0%	6,876.00	0.00
51		CO-18569 - Installation of Plaster Ceilings Per ID 502 and ID 504 - Installation COST ONLY			19,825.00	0.00	9,912.50		9,912.50	50%	9,912.50	991.25
52		CO-17482 - MOD 6 Drawing Revisions			30,460.00	0.00	30,460.00		30,460.00	100%	0.00	3,046.00
53		CO-18808 - Repair Water Damaged Drywall & Insulation Work Orders Date 8/5/17			333.00	0.00	333.00		333.00	100%	0.00	33.30
54		CO-18623 - Repair Water Damaged Drywall & Insulation Work Orders Dated 8/28/17			945.00	0.00	945.00		945.00	100%	0.00	94.50
55		CO-17508 - MOD 7 Drawing Revisions			41,435.00	0.00	0.00		0.00	0%	41,435.00	0.00
56		CO-18033 - MOD 8 Drawing Revisions including RFI 0785 Ceiling Height Modifications			28,406.00	0.00	14,203.00		14,203.00	50%	14,203.00	1,420.30
57		CO-18236 - Frame Out for 2nd Floor Curtain Pockets Extra Work Order 3/14/17			406.00	0.00	406.00		406.00	100%	0.00	40.60
58		CO-18239 - Reframe Corridor 200FA Ceiling Extra Work Order 3/22/17			373.94	0.00	373.94		373.94	100%	0.00	37.39
59		CO-18240 - REVISED Added Radius Soffit Work at 2nd Floor Rotunda Extra Work Order 3/22/17 & 3/24/17			1,683.00	0.00	1,683.00		1,683.00	100%	0.00	168.30
60		CO-18252 - Repair Damages to 2nd Floor Overhead Inspection Extra Work Order 3/8/17			1,820.00	0.00	1,820.00		1,820.00	100%	0.00	182.00
61		CO-18302 - Re-Frame Soffits at window of prefunction on 2nd floor and add drapery pockets Extra Work Order 3/24/17			483.00	0.00	483.00		483.00	100%	0.00	48.30

R - 21734

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Precision Walls Inc.

CONTINUATION PAGE

PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION #: for 14-1278
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62		CO-18303 - Plan Grid issue #243 Replace insulation and re-hang drywall that was removed due to valve changes in 221B			654.00	0.00	654.00		654.00	100%	0.00	65.40
63		CO-18404 - Re-work 2nd floor bathroom windows due to masonry issues Extra Work Order 4/20/17			934.87	0.00	934.87		934.87	100%	0.00	93.49
64		CO-18406 - Patching and various issues on the 4th Floor Extra Work Orders Dates 4/17/17 thru 5/11/17			9,632.00	0.00	9,632.00		9,632.00	100%	0.00	963.20
65		CO-18409 - Kitchen Drywall Repairs ONLY Extra Work Orders Dates 4/13/17 thru 4/28/17			1,195.00	0.00	1,195.00		1,195.00	100%	0.00	119.50
66		CO-18458 - Kitchen Added Bulkheads Extra Work Orders Dates 4/13/17 thru 4/28/17			651.00	0.00	651.00		651.00	100%	0.00	65.10
67		CO-18476 - Add structural studs to joists at 9th floor elevators for steel Extra Work Orders Dates 6/14/17 - 6/15/17			1,410.00	0.00	1,410.00		1,410.00	100%	0.00	141.00
68		CO-18477 - Add Wall not shown on plans at door 500L2 to pass elevator inspection Extra Work Orders Date 6/16/17			294.00	0.00	294.00		294.00	100%	0.00	29.40
69		CO-18478 - Repair Drywall Damages at 1st Floor BOH Corridor Extra Work Orders Date 6/17/17 - 6/21/17			1,608.80	0.00	1,608.80		1,608.80	100%	0.00	160.88
70		CO-18480 - RFI 0976 Lower Upper Dining Soffits			1,501.00	0.00	1,501.00		1,501.00	100%	0.00	150.10
71		CO-18481 - Repair Drywall Damages at 3rd floor Extra Work Orders Date 5/5/17 - 6/21/17			8,019.00	0.00	8,019.00		8,019.00	100%	0.00	801.90
72		CO-18482 - Repair Damaged Framing on L6 Extra Work Order 6/10/17			1,266.00	0.00	1,266.00		1,266.00	100%	0.00	126.60
73		CO-18486 - Hung back drywall where Watson took down to run flex and BMCC raised pipes at air handlers Extra Work Orders Date 6/21/17			3,434.00	0.00	3,434.00		3,434.00	100%	0.00	343.40

R - 21735

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Precision Walls Inc.

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Hotel @ Marion Square

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74		CO-18487 - Repair damaged rigid insulation and drywall due to electricans Extra Work Orders 6/14/17 & 6/19/17			580.00	0.00	580.00		580.00	100%	0.00	58.00
75		CO-18643 - Shower Niche Back Charge from Watson			-4,815.14	0.00	-4,815.14		-4,815.14	100%	0.00	-481.51
		Group Sub Total			857,154.22	587,869.58	101,760.52		689,630.10	80%	167,524.12	68,963.04
		SUB TOTAL			857,154.22	587,869.58	101,760.52		689,630.10	80%	167,524.12	68,963.04
		FINAL TOTAL			**$4,318,853.22**	**$3,818,814.68**	**$112,184.02**		**$3,930,978.70**	**91%**	**$387,874.52**	**$393,098.02**

R - 21736

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

EXHIBIT G – APPLICATION FOR PAYMENT

Pay Request #: 16
Work Performed Through 09/30/17

Subcontractor's Name: Precision Walls, Inc.
Contractor's Address: 2205 E Distribution Center Dr., Charlotte, NC 28269
Phone Number: 843-793-6020
Fax Number: 843-571-2098

Project Name: Hotel at Marion Square Project No.: 13026000 Date: 09/26/17
Owner:

Description of Work: Drywall, GFRG, FRP, Light Gauge Steel Roof Trusses & Ceilings

Original Contract Amount:	$3,461,699.00
Change Order Total:	857,154.22
Through C/O#: 75	
Total Revised Contract	4,318,853.22
Value of Work Performed to Date	3,930,978.70
Value of Materials Stored On Site	00.00
Value of Materials Stored Off Site	00.00
Current Month (Stored Materials)	00.00
Total	3,930,978.70
Less 10.0000 % Retainage	393,098.02
Amount Earned to Date	3,537,880.68
Less Previous Billings/Payments	3,436,933.07
Adjustments/Joint Checks	00.00
Less Pending Back Charges	00.00
Total Amount this Requisition	100,947.61

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 2:23 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") in consideration of the payment of the sum of $ 100947.61 (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 14 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 15 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 15, excluding the items identified hereinabove.

IN WITNESS THEREOF, I have hereunto set my hand seal this 2 day of Oct, 2017.

Signed, sealed and delivered
In the presence of:

Brenda Brown
Signature
Print Name

Precision Walls, Inc.,
a S corporation

Signature
Tom Morgan General Manager
Print Name & Title

STATE OF SC

COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 2 day of Oct., 2017, by Troy Morgan VP of Precision, a S corporation on behalf of the corporation. He/she is personally known to me or has produced DL (type of identification) as identification.

BRENDA MAE BROWN NOTARY PUBLIC SOUTH CAROLINA

NOTARY PUBLIC STATE OF SC

My Commission Expires: 8-14-2024

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

PRECISION WALLS, INC.
Partners in driving your job.

Job Contracts Log

Precision Walls Inc. Charleston, SC
Hotel @ Marion Square

Date: Oct 02 2017

Reference	Date	Description	Status	Job # Aging	Amount	Approved	Invoiced	GC Job # 14-1278 Invoiced
141278-01-100	APR-15-15	Hotel @ Marion Square	Approved			3,461,699.00	3,461,699.00	2,917,213.62
CO-16441	MAR-31-16	Change Order 1 - wood ramp bbc ch	Approved			11,902.00	11,902.00	10,711.80
CO-16442	MAR-31-16	CO 2 - adds for office changes and rai	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-16567	AUG-04-16	Hotel @ Marion Square - Quarry Cast	Approved			251,123.00	251,123.00	189,808.51
CO-16862	MAY-23-16	RFIs 479 / 436 - closet wall type chang	Void			0.00	0.00	0.00
CO-16967	JUN-10-16	Base Change Order Temp stairs (Master	Open	479		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-17100	JUL-06-16	RFI 0505 - 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-17154	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	17,464.40
CO-17268	AUG-04-16	Install 7/8" 20ga Hat Channels at all a	Void			0.00	0.00	0.00
		drywall is shown direct to PT slabs / Credit back						
		drywall adhesive labor and materials						
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	Void			0.00	0.00	0.00
CO-17329	AUG-18-16	Marion Square Hotel - In Wall Blocki	Void			0.00	0.00	0.00
CO-17413	SEP-07-16	Temp Wall T&M Work from 8/16/16 - T	Approved			6,095.00	6,095.00	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 0319 - Change Ramp Wall to Wal	Approved			6,880.00	6,880.00	6,192.00
		Documents						
CO-17482	SEP-15-16	MOD 6 Drawing Revisions	Approved			30,460.00	30,460.00	27,414.00
CO-17508	SEP-19-16	MOD 7 Drawing Revisions	Open			41,435.00	41,435.00	0.00
CO-17570	SEP-27-16	Offsite Model Room Revisions per Ow	Pending	352		7,644.00	0.00	0.00
CO-17572	SEP-20-16	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 Ro	Void			0.00	0.00	0.00
CO-17668	OCT-12-16	20 Day Structure Delay Cost Impacts	Open	125		21,742.00	21,742.00	0.00
CO-17688	OCT-17-16	50 pieces of flat strapping for BBC (6"	Approved			500.00	500.00	450.00
		sticks)						
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 Plast	Void			0.00	0.00	0.00
		hour fire rating at curved walls in Camellias Lounge						
CO-17803	NOV-14-16	Re-mobilization costs to set hollow me	Open	372		585.00	0.00	0.00
		frames after framing is complete. This is a PER						
		EACH occurance price						
CO-17804	NOV-14-16	Revised Exterior Mock Up Work	Approved			15,879.00	15,879.00	14,291.10
CO-17809	NOV-14-16	MOD 2 Drawing Revisions - REVISED	Approved			7,821.00	7,821.00	7,038.90
CO-17823	NOV-16-16	Offsite Mock Up Demo	Approved			0.00	0.00	0.00
CO-17824	NOV-16-16	Level 5 Finish ILO Armcraft Block	Void			0.00	0.00	0.00
CO-17825	NOV-17-16	Framing / Sheathing at Buck Hoist Fla	Approved			3,665.00	3,665.00	3,298.50

R - 21739

CO-17830	NOV-18-16	RFI 0738 Pool Deck Slab Revision	Approved		4,441.00	4,441.00	3,998.90
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 spec	Void		0.00	0.00	0.00
CO-17931	DEC-16-16	RFI 0789 - Add 6 Access Panels total	Open	290	2,181.00	0.00	0.00
CO-17956	DEC-28-16	Model Room 8 Revisions - Add (2) GF	Approved		2,496.00	2,496.00	2,246.40
CO-17957	DEC-28-16	RFI 0785 - Guestroom Floors Finishes	Void		0.00	0.00	0.00
CO-17999	JAN-05-17	Contract Alternate to Add 22ga Deckir	Approved		44,000.00	44,000.00	39,600.00
CO-18002	JAN-09-17	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 I	Approved		-915.00	-915.00	-823.50
CO-18025	JAN-11-17	Add GRG ceiling shapes over all tub h	Void		0.00	0.00	0.00
CO-18033	JAN-12-17	MOD 8 Drawing Revisions including R	Open		28,408.00	28,408.00	12,782.70
CO-18053	JAN-24-17	Add 171 Drywall donut features over a revisions	Approved		128,340.00	128,340.00	80,854.22
CO-18062	JAN-27-17	Provide labor ONLY to install 176 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-0785 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	19,983.60
CO-18112	FEB-09-17	Return Trip to Frame Out Openings fo Ceilings on 1 & 2	Pending	234	3,572.00	0.00	0.00
CO-18126	FEB-14-17	RFI-0800 Level 3-8 Casing Issue	Pending	229	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 & 4	Approved		1,890.00	1,890.00	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 po 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	212	1,884.00	0.00	0.00
CO-18199	MAR-13-17	RFI 878 - Guestroom C3 Modifications	Open	202	2,413.00	0.00	0.00
CO-18202	MAR-13-17	Structure Impacts As A Result of Sche	Open	109	189,943.00	189,943.00	0.00
CO-18203	MAR-14-17	SI 34 Electrical Patching	Pending	201	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 38 R1 Owner Change Directive Lev	Pending	185	18,947.00	0.00	0.00
CO-18226	MAR-22-17	Add Framing and Drywall Over Freeza	Pending	193	1,305.00	0.00	0.00
CO-18235	MAR-27-17	Repair 3rd Floor Chase Wall Extra Wo	Approved		0.00	0.00	0.00
CO-18236	MAR-27-17	Frame Out for 2nd Floor Curtain Pocke	Approved		406.00	406.00	365.40
CO-18237	MAR-27-17	Repair Damaged/Removed Rigid Insu	Approved		3,436.00	3,436.00	3,092.40
CO-18239	MAR-28-17	Reframe Corridor 200FA Ceiling Extra	Approved		373.94	373.94	336.55
CO-18240	MAR-28-17	REVISED Added Radius Soffit Work e	Approved		1,683.00	1,683.00	1,514.70
CO-18252	MAR-31-17	Repair Damages to 2nd Floor Overhe	Approved		1,820.00	1,820.00	1,638.00
CO-18253	MAR-31-17	Re-frame and hang around windows in	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	184	1,005.00	0.00	0.00
CO-18256	MAR-31-17	3rd Floor Duct Shaft Patching Extra W	Pending	184	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

R - 21740

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CO-18297	APR-12-17	Fix Shaftwall at room 347 Extra Work	Pending	173	700.00	0.00	0.00
CO-18298	APR-12-17	Re-Frame Ceilings for Lights Not Laid	Pending	173	420.00	0.00	0.00
		221,200V, 223, and 218A Extra Work Order	3/28/17				
CO-18299	APR-12-17	Extra Work Orders to add framing at 9	Pending	173	2,100.00	0.00	0.00
CO-18301	APR-12-17	Lower Soffit in Upper Dining Room du	Open	172	1,621.00	0.00	0.00
CO-18302	APR-12-17	Re-Frame Soffits at window of prefunc	Approved		483.00	483.00	434.70
		floor and add drapery pockets Extra Work Order	03/24/17				
CO-18303	APR-12-17	Plan Grid Issue #243 Replace insulati	Approved		654.00	654.00	588.60
		changes in 221B					
CO-18307	APR-12-17	Plan Grid Issue #291 Widen Ballroom	Pending	172	768.00	0.00	0.00
CO-18308	APR-12-17	Plan Grid Issue #298 Install Fire Rate	Open	172	1,136.00	0.00	0.00
CO-18309	APR-12-17	Plan Grid Issue #297 Install metal stu	Open	172	398.00	0.00	0.00
CO-18315	APR-19-17	Large Cornice Revisions Due to Beka	Pending	165	15,488.00	0.00	0.00
CO-18316	APR-19-17	SI 39 - Private Dining Revisions	Open	165	984.00	0.00	0.00
CO-18317	APR-19-17	SI 39 - Lobby Ceiling Demo/Patch for	Open	165	1,406.00	0.00	0.00
CO-18318	APR-19-17	SI 39 - Pattisserie Wall Changes	Approved		1,840.00	1,840.00	1,656.00
CO-18319	APR-19-17	SI 39 - Vestibute 209 Changes	Void		0.00	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	Approved		6,371.00	6,371.00	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	1,827.90
CO-18368	MAY-15-17	Flush out gap above ballroom soffit ar	Pending	139	3,696.00	0.00	0.00
CO-18387	MAY-18-17	CO 17413 / BBC Change Order 5 Adj	Approved		-963.00	-963.00	-866.70
CO-18401	MAY-18-17	MSH Plang Grid Issue 438 Repair Da	Open	138	377.00	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	Approved		934.87	934.87	841.38
CO-18405	MAY-23-17	Repair Lobby Ceiling Due to Water Di	Approved				
		Work Order 4/29/17			315.00	315.00	283.50
CO-18406	MAY-23-17	Patching and various issues on the 4t	Approved		9,632.00	9,632.00	8,668.80
CO-18409	MAY-24-17	Kitchen Drywall Repairs ONLY Extra V	Approved		1,195.00	1,195.00	1,075.50
CO-18410	MAY-24-17	RFI 0915 Ballroom RCP Conflict with I	Approved		4,517.00	4,517.00	4,065.30
CO-18414	MAY-25-17	SI 40 and SI 41R Revisions	Approved		6,876.00	6,876.00	0.00
CO-18417	MAY-30-17	SI 39 - Guestroom Patching	Approved		1,060.00	1,060.00	954.00
CO-18422	JUN-01-17	Add Framing and Drywall to Lobby Sc	Pending	123	1,820.00	0.00	0.00
CO-18423	JUN-01-17	RFI 0974 Guestroom 315 and 415 Sol	Open	122	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 0958 - Shaftwall Ceiling at 6th Flo	Pending	122	2,078.00	0.00	0.00
CO-18426	JUN-01-17	RFI 0922 Added Bulkhead to Conceal	Open	122	1,032.00	0.00	0.00
CO-18427	JUN-01-17	RFI 0840 Pocket Door Opening Revisi	Open	122	2,782.00	0.00	0.00
CO-18428	JUN-05-17	SI 39 - Reception Ceiling Demo/Patch	Open	118	968.00	0.00	0.00
CO-18429	JUN-06-17	SI 41 Boardroom Revisions	Approved		1,821.00	1,821.00	1,638.90
CO-18430	JUN-06-17	SI 41 Prefunction Revisions	Approved		2,188.00	2,188.00	1,969.20
CO-18445	JUN-08-17	SI 44R1 Pricing	Open	116	7,334.00	0.00	0.00
CO-18446	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 Sched	Open	105	764,020.00	0.00	0.00
CO-18458	JUN-20-17	Kitchen Added Bulkheads Extra Work	Approved		651.00	651.00	585.90
CO-18463	JUN-20-17	RFI 0991 - ADA Bathroom Control Val	Approved		2,538.00	2,538.00	2,284.20
CO-18464	JUN-20-17	SI 46 Revisions	Open	103	3,517.00	0.00	0.00

R - 21741

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CO-18470	JUN-27-17	SI 48 Revisions	Open	96	10,682.00	0.00	0.00
CO-18471	JUN-28-17	Spa Retail Revisions	Approved		4,466.00	4,466.00	4,019.40
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	Approved		1,410.00	1,410.00	1,269.00
		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	Approved		294.00	294.00	264.60
		elevator inspection Extra Work Orders Date 6/16/17					
CO-18478	JUN-29-17	Repair Drywall Damages at 1st Floor I	Approved		1,608.80	1,608.80	1,447.92
CO-18479	JUN-29-17	Temp Wall Extra Work Order Date 6/1	Approved		3,977.00	3,977.00	3,579.30
CO-18480	JUN-29-17	RFI 0978 Lower Upper Dining Soffits	Approved		1,501.00	1,501.00	1,350.90
CO-18481	JUN-29-17	Repair Drywall Damages at 3rd floor E	Approved		8,019.00	8,019.00	7,217.10
CO-18482	JUN-29-17	Repair Damaged Framing on LG Extra	Approved		1,266.00	1,266.00	1,139.40
CO-18484	JUL-05-17	SI 49 Revisions	Open	68	1,958.00	0.00	0.00
CO-18485	JUL-06-17	Add Soffit to Conceal Chilled Water Pi	Pending	67	347.00	0.00	0.00
CO-18486	JUL-06-17	Hung back drywall where Watson took	Approved		3,434.00	3,434.00	3,090.60
		Work Orders Date 6/21/17					
CO-18487	JUL-06-17	Repair damaged rigid insulation and d	Approved		580.00	580.00	522.00
CO-18488	JUL-06-17	Patched back drywall removed by Wat	Pending	67	1,271.00	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	76	3,682.95	0.00	0.00
CO-18515	JUL-17-17	RFI 1008 - Remove and Reinstall Doo	Pending	76	1,176.00	0.00	0.00
CO-18516	JUL-17-17	Repair Water Damaged Drywall & Insu	Approved		2,887.00	2,887.00	2,598.30
CO-18518	JUL-18-17	Sprinkler Patching Extra Work Orders	Pending	75	1,588.00	0.00	0.00
CO-18519	JUL-18-17	Mechanical Patching Extra Work Orde	Pending	75	878.00	0.00	0.00
CO-18520	JUL-18-17	Electrical Patching Extra Work Orders	Pending	75	1,033.00	0.00	0.00
CO-18544	JUL-25-17	RFI 0931 Ballroom Ceiling High Can L	Open	69	1,798.00	0.00	0.00
CO-18546	JUL-27-17	Demo and Re-Build West Wall of Fitn	Open	66	3,106.00	0.00	0.00
CO-18547	JUL-27-17	Re-Frame Patisserie Ceiling due to Re	Open	66	1,198.00	0.00	0.00
CO-18548	JUL-27-17	Infill Windows in Foyer at Stairs 1 & 2	Open	66	1,711.00	0.00	0.00
CO-18549	JUL-28-17	Repair Water Damaged Drywall & Insu	Approved		3,452.00	3,452.00	3,106.80
CO-18550	JUL-28-17	Install Plywood on 3rd Floor Terrace F	Pending	66	2,058.00	0.00	0.00
		Request - See Extra Work Order dated 7/13/17					
CO-18551	JUL-28-17	Sprinkler Patching Extra Work Orders	Pending	66	1,343.00	0.00	0.00
CO-18552	JUL-28-17	Mechanical Patching/Repair Extra Wo	Pending	66	2,233.00	0.00	0.00
CO-18553	JUL-28-17	Electrical Patching Extra Work Orders	Pending	66	1,204.00	0.00	0.00
CO-18569	AUG-07-17	Installation of Plaster Ceilings Per ID S	Approved		19,825.00	19,825.00	8,921.25
		504 - Installation COST ONLY					
CO-18570	AUG-07-17	RFI 1063 - Operable Wall at PTB Soff	Open	55	4,988.00	0.00	0.00
CO-18577	AUG-11-17	RFI 1034 - 8th Floor Duct Enclosure a	Void		0.00	0.00	0.00
CO-18590	AUG-22-17	SI 54 - Managers Apartment Ceiling R	Open	41	4,631.00	0.00	0.00
CO-18591	AUG-22-17	RFI 1070 - Added Soffit in Room 510	Open	41	938.00	0.00	0.00
CO-18599	AUG-24-17	RFI 0996 - Add Furred Wall at IDF Ro	Open	38	1,899.00	0.00	0.00
CO-18605	AUG-31-17	Repair Water Damaged Drywall & Insu	Approved		333.00	333.00	299.70
CO-18607	AUG-31-17	Mechanical Patching/Repair Extra Wo	Pending	31	1,763.00	0.00	0.00
CO-18608	AUG-31-17	RFI 1004 - Changes in rooms 315, 411	Open	31	6,483.00	0.00	0.00
CO-18610	SEP-01-17	SI 48 Revisions - 2nd Floor Shower Ri	Approved		4,997.00	4,997.00	0.00
CO-18623	SEP-06-17	Repair Water Damaged Drywall & Insu	Approved		945.00	945.00	850.50
CO-18625	SEP-06-17	Demo, shore up, and re-install elevato	Open	23	22,749.08	0.00	0.00
CO-18636	SEP-19-17	SI 54 - Manager's Apartment Furred W	Open	13	2,576.00	0.00	0.00

R - 21742

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CO-18643	SEP-25-17	Shower Niche Back Charge from Wat	Approved		-4,815.14	-4,815.14	-4,333.63
CO-18644	SEP-26-17	Hurricane Irma Claim Request	Open	5	1,880.00	0.00	0.00
CO-18645	SEP-27-17	RFI 1025 - Fire Damper Relocation in	Open	4	1,016.00	0.00	0.00
CO-18646	SEP-27-17	Boardroom Entry Pricing Request	Open	4	1,151.00	0.00	0.00
CO-18647	SEP-28-17	Managers Apartment Wall Type Chan	Open	4	176.00	0.00	0.00
			Contract Status Summary				
			Original Contract		3,461,699.00	3,461,699.00	2,917,213.62
			Approved COs		862,151.22	862,151.22	620,667.06
			Current Contract		4,323,850.22	4,323,850.22	3,537,880.68
			Pending		76,441.00	0.00	0.00
			Open		1,078,214.03	211,685.00	0.00
			Void		0.00	0.00	0.00
			Current Contract Incl (Open\Pending)		5,478,505.25	4,535,535.22	3,537,880.68

R - 21743

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Balfour Beatty Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	9/26/2017

PRIME SUB'S NAME	Precision Walls Inc.
Attachment for Pay Req #:	15
for Month Ending:	9/30/2017

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 26 Charlotte, NC 28217	NO	NO	N/A		YES	NO	$6,928.80	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	$45,525.50	7/11/2017	6/30/2017	PARTIAL	FINAL	
Truss Link, Inc. 260 Gallantry Dr Irmo, SC 29063	No	Yes	9/11/2015		YES	NO	$259,295.39	9/5/2017	9/3/17	PARTIAL	FINAL	
Ram Tool PO Box 743487, Atlanta, GA 30374 205-413-8716	NO	NO	N/A		YES	NO	$11,056.56	8/29/2017	9/5/17	PARTIAL	FINAL	
CK Supply, PO Box 415421 Boston, MA 02241 843-747-5842	NO	NO	N/A		YES	NO	$885,850.82	8/31/2017	8/31/17	PARTIAL	FINAL	
New Hope Drywall LLC 715 Chelwood PL Charlotte, NC 28217	NO	NO	N/A		YES	NO	$576,103.44	9/19/2017	9/26/17	PARTIAL	FINAL	
AGS 1 LLC 308 Raymond Drive Ladson, SC 29456	NO	NO	N/A		YES	NO	$46,637.09	3/6/2017	3/7/2017	PARTIAL	FINAL	
Hidalgo Drywall 2433 Bengal Road N. Charleston, SC 29406	YES	NO	N/A		YES	NO	$65,254.50	9/5/2017	9/15/17	PARTIAL	FINAL	
Kenseal Construction Products PO Box 416199 Boston, MA	No	NO	N/A		YES	NO	$45,215.65	7/25/2017	9/26/17	PARTIAL	FINAL	
G & Z Drywall LLP 105 Dew Avenue Goose Creek, SC 29445	No	NO	N/A		YES	NO	$99,682.60	5/5/2017	5/16/2017	PARTIAL	FINAL	

R - 21744

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Balfour Beatty Construction

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned, Hidalgo (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 $ 165,254.50 (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 9-26-17 (Insert date through which release is given) (the "Release Period"); and, (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact cost and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

None

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

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

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

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

Given under hand and seal this 27 day of Sept 20 17.

Hidalgo Fine Wood Doors (Name of Vendor)

(Signature)

By: (Print or Type the Signer: Name and Title)

STATE OF SC

COUNTY OF Charleston

The foregoing instrument was signed, sealed and acknowledged before me this 27 day of Sept 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: 8-10-2024

BRENDA MAE BROWN NOTARY PUBLIC SOUTH CAROLINA

Balfour Beatty Construction

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned, Kensed Construction Products (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 $ [redacted] (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 09/26/2017 (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 list 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 26th day of September 20 17.

Kensed Construction Products
(Name of Vendor)

Signature

By: Amanda Decker, Credit Associate
(Print or Type the Signers Name and Title)

STATE OF Maryland

COUNTY OF Harford

The foregoing instrument was signed, sealed and acknowledged before me this 26th day of September 20 17, by the aforesaid representative, having been duly sworn and stating and affirming that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed: Brandi Virella-Cabrera
Notary Public

My Commission expires: 4-28-2018

BRANDI VIRELLA-CABRERA NOTARY PUBLIC HARFORD COUNTY, MARYLAND EXP. 4-28-2018

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Balfour Beatty Construction

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned, (Subcontractor/Vendor) — CK Supply — (Name of Vendor), pursuant to a contract or agreement with: 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 $ 854,844.70 (Amount to be paid to Vendor) the sufficiency of which is hereby acknowledged and confessed, and as such Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and bonds or bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through 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 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 27th day of Sept 20 17.

CK Supply — (Name of Vendor)

By: Marla Tarantino - collections Rep. (Signature)

(Print or Type the Signers Name and Title)

STATE OF IL

COUNTY OF COOK

The foregoing instrument was signed, sealed and acknowledged before me this 27th day of Sept 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 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned, Ram Tool & Supply (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 $ 995.59 (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 7/31/17 (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 list 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 26 day of September 20 17.

Ram Tool
(Name of Vendor)

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

STATE OF AL

COUNTY OF Jefferson

The foregoing instrument was signed, sealed and acknowledged before me this 26 day of September 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: 9-16-2020

DAPHNE B. MCKINNON
MY COMMISSION EXPIRES
SEPTEMBER 16, 2020
NOTARY PUBLIC
STATE OF ALABAMA

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Balfour Beatty Construction

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned, New Hope (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. (Name of Owner) ("Owner").

Subcontractor has been paid and received payment of $ 57,183.44 (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 9-26-17 (Insert date through which release is given) (the "Release Period"), and, (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact cost and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

None

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

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

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

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

Given under hand and seal this 26 day of Sept 20 17.

Orlando Villavella
(Name of Vendor)

(Signature)

By: _____
(Print or Type the Signer's Name and Title)

STATE OF SC

COUNTY OF Charleston

The foregoing instrument was signed, sealed and acknowledged before me this 26 day of Sept 20 17, by the aforesaid representative, having been duly sworn and stating and affirming that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed: _____ Notary Public

My Commission expires: 8-14-2022

NOTARY PUBLIC SOUTH CAROLINA BRENDA MAE BROWN

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Balfour Beatty Construction

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

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

Subcontractor has been paid and received payment of $ 257,991.23 (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 9/30/17 (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 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 26 day of September 20 17.

Truss Link, Inc.
(Name of Vendor)

By: S. Craig Vorberg, President
(Signature) (Print or Type the Signer's Name and Title)

STATE OF SC

COUNTY OF Lexington

The foregoing instrument was signed, sealed and acknowledged before me this 26 day of September 20 17, by the aforesaid representative, having been duly sworn and stating and affirming that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed: Heather A. Magann
Notary Public

My Commission expires: 7/23/23

HEATHER A MAGANN NOTARY PUBLIC SOUTH CAROLINA

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Balfour Beatty
Construction

Request for Payment

Pay Request # PE02
Work Performed Through: 09/30/17

Subcontractor's Name: Warco Construction, Inc.
Subcontractor's Address: 3910 Stuart Andrew Blvd.
Charlotte, NC 28217

Phone Number: 704-512-5200
Fax Number: 704-521-5199

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 09/21/17
Owner: Library Associates, LLC

Description of Work: Specialties DIV 10

Original Contract Amount	$585,000.00	
Change Order Total	$13,750.00	
Through C/O #: 0		
Total Revised Contract	$598,750.00	
Previous Work Performed to Date(SSR)	$27,770.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$13,750.00	
New Work Performed to Date	$41,520.00	
Less 10 % Retainage	$4,152.00	
Amount Earned to Date	$37,368.00	
Less Previous Net Billings	$24,993.00	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$12,375.00	

Subcontract [X] Purchase Order [ ]
Other Contract Type

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

Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status	FINALED	
Insurance Expiration Date	12/31/17	
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 #: 1448328
2370893

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
50000	120046	13026400	535592

Date	Invoice #	Description
09/30/17	13026400 - PE02	13026400 . PE# PE02 . 17.09

Gross Amount	Retainage Amt	Net Amount
$13,750.00	$687.50	$12,375.00

Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400.51000000.40	NO

Hall Codes: 02- OWNER FUNDING
PM APP
Lower Tier Schedule/waivers

Approvals:

PM / Date

CA 09/21/17
PA / Date

APA / Date

Revised

Balfour Beatty
Construction

Request for Payment

Pay Request #: 02 15827
Work Performed Through: 09.30.2017

Subcontractor's Name: Barco Construction, Inc
Subcontractor's Address: 3910 Stuart Andrew Blvd
Charlotte, NC 28217
Phone Number: 704-521-5200
Fax Number: 704-521-5199

Project Name: Hotel at Marion Square
Owner:
Job No.: 13026000
Date: 09/20/2017

Description of Work: Specialties Div 10

Original Contract Amount	$585,000.00	
Change Order Total Through C/O #:	$11,750.00	
Total Revised Contract	$593,750.00	
Value of Work Performed to Date	$41,520.00	
Value of Materials Stored On Site		
Value of Materials Stored Off Site		
Current Month (Stored Materials)		
Total	$41,520.00	
Less 10.0% Retainage	$4,152.00	
Amount Earned to Date	$37,368.00	
Less Previous Billings/Payments	$24,993.00	
Less Adjustments/Joint Checks		
Less Pending Back Charges		
Total Amount this Requisition	$12,375.00	

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 Consent of Surety for retention reduction if bonded	From ☐ To ☐ 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 Nu.

Date	Invoice #	Description

Gross Amount	Retainage Amt	Net Amount
$41,520.00	$4,152.00	$12,375.00

Accrue Tax	Tax Code	Pay Item & Cost Code	
YES / NO			

Job Codes:

Approvals:

PM - Date | PA - Date | APA - Date

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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: 02 15-15827 DISTRIBUTION TO:
PERIOD FROM 09/01/2017
PERIOD TO 09/30/2017
☐ OWNER
☐ CONTRACTOR
☐ ARCHITECT
☐ TRADE CONTRACTOR

FROM (TRADE CONTRACTOR):
Warco Construction Inc.
3910 Stuart Andrew Blvd
Charlotte, NC 28210

VIA (Construction Contract):

ARCHITECT'S
PROJECTS NC TBD

CONTRACT FOR: Division 10

CONTRACT DATE: 06/29/2015

CONTRACTOR'S APPLICATION FOR PAYMENT

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	13,750.00	
	0.00	
TOTALS	13,750.00	$0.00
Net change by Change Orders:		$13,750.00

1. ORIGINAL CONTRACT SUM	$	585,000.00
2. Net change by Change Orders	$	13,750.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	$	598,750.00
4. TOTAL COMPLETED & STORED TO DATE (Column G)	$	41,520.00
5. RETAINAGE:		
a. 10 % of Completed Work (Column D - E)	$ 4,152.00	
b. 0 % of Stored Material (Column F)	$	
Total Retainage (Line 5a + 5b or Total in Column I)	$	4,152.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	37,368.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	37,368.00
8. CURRENT PAYMENT DUE	$	0.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	$	561,382.00

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 ssued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Warco Construction, Inc.

By: Date: 09/20/2017

State of : North Carolina County of: Mecklenburg
Subscribed and sworn to before me this 20th day of September 2017
Notary Public: Dana R Malone
My commission expires: 12/08/2020

CONTRACTOR'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Mangaer certifies to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Trade Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $
(Attach explanation if amount certified differs from the amount applied for.)
CONTRACTOR: BALFOUR BEATTY CONSTRUCTION, LLC

By: Date:

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

R - 21753

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CONTINUATION SHEET

AIA DOCUMENT G703 (instructions on reverse side) PAGE OF PAGES

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

APPLICATION NUMBER: 2
APPLICATION DATE: 2017-09-20
PERIOD TO: 2017-09-30
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E +F)	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE
1	Restroom Accessories	274050.00	0.00	0.00	0.00	0.00	0.00%	274050.00	0.00
2	Wall Protection	13120.00	0.00	0.00	0.00	0.00	0.00%	13120.00	0.00
3	Lockers	25460.00	0.00	0.00	0.00	0.00	0.00%	25460.00	0.00
4	Fire Protection Specialties	11400.00	0.00	0.00	0.00	0.00	0.00%	11400.00	0.00
5	Linen Chutes	27810.00	25029.00	0.00	0.00	25029.00	90.00%	2781.00	2502.90
6	Shutters	166600.00	0.00	0.00	0.00	0.00	0.00%	166600.00	0.00
7	Projection Screens	7150.00	0.00	0.00	0.00	0.00	0.00%	7150.00	0.00
8	Safety Deposit Boxes	2800.00	0.00	0.00	0.00	0.00	0.00%	2800.00	0.00
9	Depository Safe	2500.00	0.00	0.00	0.00	0.00	0.00%	2500.00	0.00
10	EZ Access Ramps	2660.00	0.00	0.00	0.00	0.00	0.00%	2660.00	0.00
11	Mangers Apartment Appliances	4160.00	0.00	0.00	0.00	0.00	0.00%	4160.00	0.00
12	Knox Box	3300.00	0.00	0.00	0.00	0.00	0.00%	3300.00	0.00
13	Concierge Fireplace / Mantel	10200.00	0.00	0.00	0.00	0.00	0.00%	10200.00	0.00
14	General Conditions	30462.00	2741.00	0.00	0.00	2741.00	9.00%	27721.00	274.10
15	Composite Clean Up	3328.00	0.00	0.00	0.00	0.00	0.00%	3328.00	0.00
0	Change Order # 1	0.00	0.00	0.00	0.00	0.00		0.00	0.00
0	Change Order # 2 (17-18233)	13750.00	0.00	13750.00	0.00	13750.00	100.00%	0.00	1375.00
	Total	598750.00	27770.00	13750.00	0.00	41520.00		557230.00	4152.00

R - 21754

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, Warco Construction, Inc. ("Subcontractor"), pursuant to a
(Name of Subcontractor)
contract or agreement with Balfour Beatty Construction, LLC, ("BBC"), Warco, a subcontractor to BBC or a sub-subcontractor under which Subcontractor agreed to furnish labor, services, materials and/or equipment ("Work") for the construction of certain improvements on the work of improvement commonly known as:

Hotel At Marion Square ("Project")
(Name or Description of Project)

which is located at _____
in the City of Charlotte, and County of Mecklenburg,

and is owned by Library Associates, LLC ("Owner").
(Name of Owner)

Upon receipt by Subcontractor of a check in the sum of $ 12375.00
(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 September 30 2017 (the "Release Period"); and, (2) waives, releases
(Insert date through which release is given)
and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact costs and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

None

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

Subcontractor hereby acknowledges payment in full of all amounts previously being due and payable to the undersigned for the Work. Subcontractor further affirms, represents and warrants that, except as noted above: (1) Subcontractor has no lien or claim of lien, either actual or potential, bond right or claim, or contractual right or claim for payment with respect to any Work performed, rendered, supplied or furnished by Subcontractor prior to the Release Date; and, (2) all persons and entities that have performed or rendered labor or services, or supplied

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

or furnished materials, equipment, furniture and furnishings, to Subcontractor in connection with the Work have been paid in full, or upon receipt of the payment described above will be paid in full, all undisputed amounts, and Subcontractor has no knowledge of the filing of any lien, claim of lien, bond claim or contractual claim for payment by any such person or entity with respect to the Project.

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

Given under hand and seal this 20th day of September, 2017.

Warco Construction, Inc.
(Company Name)

By: _____

Its: Vice President

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

The foregoing instrument was signed, sealed and acknowledged before me this 20th day of September, 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 Dana R. Malone

My Commission expires: 12/08/2020

Dana R. Malone
Notary Public
Cabarrus County, NC
My Commission Expires _____

(Notary Seal)

Updated as of 6/30/2013

R - 21756

CHANGE ORDER

JOB/S/C # 13026000 - 035
Vendor# 120046

02

To NTRACT dated June 29, 2015

DATE of this Change Order June 19, 2017

To: Warco Construction, Inc.
3910 Stuart Andrew Blvd

Charlotte, NC 28217
Jimmy Warren

PREVIOUS CONTRACT AMOUNT $585,000.00

ADD/DEDUCT for this C.O. $13,750.00

JOB: Hotel at Marion Square

AT: Charleston, SC 29403

NEW CONTRACT AMOUNT $598,750.00

It being desirable to modify the work done under the above Contract in accordance with the Contract Documents, it is necessary and in the interests of the Parties to the above named Contract to modify said Contract in certain particulars as follows:

In accordance with the Terms and Conditions of this agreement, Subcontractor shall provide all labor, materials, tools, and equipment necessary for complete turnkey installations of the following:

CI No.	Description	Amount	Budget Code
1206	Furnish and Install Applied Fireproofing	$13,750.00	400.51000000.40

Total **Add** to this Contract as a result of this Change Order is **$13,750.00, Thirteen thousand seven hundred fifty dollars** which includes all applicable sales tax.

This Change Order constitutes **FULL** and **COMPLETE** settlement of any and all costs referred to and/or described herein including but not necessarily limited to all applicable taxes, insurance, bond, delivery, supervision, overhead and profit, labor, labor impact, materials, changes, delays, acceleration and inefficiency, or any claims therefore, and the Subcontractor hereby waives any and all claims for such items associated with or related to the Work covered by this Change Order, all previous Change Orders, and base Subcontract Agreement, and all conditions incurred to date.

Code: 400.51000000.40 **RCO No.:** **OCO No.:**

S.F.R.N. BUL: _____

It is further understood and agreed that all terms and conditions of said Contract, as it may heretofore have been modified, shall be and remain the same.

ACCEPTED:
Warco Construction, Inc.

By _____

Print Name _____

T _____

Date _____

ACCEPTED:
BALFOUR BEATTY CONSTRUCTION, LLC

By _____
Nick Starcevic

Title Project Manager

Date _____

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request # 24
Work Performed Through: 09/30/17

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: 10/04/17
Owner: Library Associates, LLC

Description of Work: Mechanical HVAC and Plumbing

Original Contract Amount	$8,028,350.00	
Change Order Total	$592,320.31	
Through C/O #: 2		
Total Revised Contract	$8,620,670.31	
Previous Work Performed to Date(SSR)	$8,070,581.45	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$247,967.00	
Current Month Gross	$25,848.22	
New Work Performed to Date	$8,344,396.67	
Less 10 % Retainage	$834,439.67	
Amount Earned to Date	$7,509,957.00	
Less Previous Net Billings	$7,263,523.31	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$246,433.69	

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: 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		
09/30/17	13026400 - 24	13026400 . PE# 24 . 17.09		
Gross Amount		Retainage Amt	Net Amount	
$25,848.22		$1,292.41	$246,433.69	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO		400.51500000.40		NO

Hall Codes: 02- OWNER FUNDING
PM App
Lower Tier Waivers-check
Change Orders-check

Approvals:
PM / Date
CA 10/04/2017
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

PROJECT: **HOTEL AT MARION SQUARE**

APPLICATION NO: 24

Distribution to:
X OWNER
X ARCHITECT
X INSPECTOR

PERIOD TO: Sept. 30, 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	$	592,320.31
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	8,620,670.31
4. TOTAL COMPLETED & STORED TO DATE (Column J on G703)	$	8,344,396.67
5. RETAINAGE:	$	834,439.67
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	7,509,957.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	7,263,523.31
8. CURRENT PAYMENT DUE	$	246,433.69
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	1,110,713.31

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: 9/27/2017

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 . . . . . $ 246,433.69

(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
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 2:23 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: 24
APPLICATION DATE: Sept. 30, 2017
PERIOD TO: Sept. 30, 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 (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	MOBILIZATION	40,000.00		40,000.00	39,900.00	100.00	-	40,000.00	100.00%	-	4,000.00
	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	705,532.80	-	247,967.00	953,499.80	91.24%	91,500.20	95,349.98
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	24,000.00	-	1,281,788.33	98.85%	14,900.67	128,178.83
11	CONTROLS	108,711.00		108,711.00	105,451.23	-	-	105,451.23	97.00%	3,259.77	10,545.12
12	INSULATION	493,950.00		493,950.00	474,034.00	14,590.00	-	488,624.00	98.92%	5,326.00	48,862.40
13	INNCOMM SYSTEM	165,000.00		165,000.00	107,250.00	32,500.00	-	139,750.00	84.70%	25,250.00	13,975.00
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

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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: 24
APPLICATION DATE: Sept. 30, 2017
PERIOD TO: Sept. 30, 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	2,800.00	-	69,300.00	99.00%	700.00	6,930.00
39	FIRST FLOOR MATERIAL	150,000.00		150,000.00	147,000.00	2,500.00	-	149,500.00	99.67%	500.00	14,950.00
40	FIRST FLOOR LABOR	250,000.00		250,000.00	245,000.00	4,500.00	-	249,500.00	99.80%	500.00	24,950.00
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	1,500.00	-	99,500.00	99.50%	500.00	9,950.00
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	1,500.00	-	49,500.00	99.00%	500.00	4,950.00
45	FOURHT FLOOR MATERIAL	30,000.00		30,000.00	28,800.00	1,000.00	-	29,800.00	99.33%	200.00	2,980.00
46	FOURHT FLOOR LABOR	150,000.00		150,000.00	144,000.00	5,500.00	-	149,500.00	99.67%	500.00	14,950.00
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	1,000.00	-	34,600.00	98.86%	400.00	3,460.00
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	2,000.00	-	19,800.00	99.00%	200.00	1,980.00
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	800.00	-	19,400.00	97.00%	600.00	1,940.00
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	750.00	-	19,750.00	98.75%	250.00	1,975.00
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 - 21761

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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: 24
APPLICATION DATE: Sept. 30, 2017
PERIOD TO: Sept. 30, 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	100,689.97		-	100,689.97	100.00%	-	10,069.00
67	BMCC PCO 020 MOD 4 PIPING ONLY	-	29,929.00	29,929.00	29,929.00		-	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	16,691.00	(1,900.00)	-	14,791.00	88.62%	1,900.00	1,479.10
70	BMCC PCO 030 SI 26	-	95,527.00	95,527.00	95,527.00	(95,527.00)	-	-	0.00%	95,527.00	-
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	147,100.00		-	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
77	CO # 12 BIM / Level 2 Control Delay		8,780.80	8,780.80		8,780.80	-	8,780.80	100.00%	-	878.08
78	CO # 13 MOD 6 Mech Revisions (BIM Excld)		1,198.27	1,198.27		1,198.27	-	1,198.27	100.00%	-	119.83
79	CO # 14 RFI 682 & 1006 Cond. Pumps		2,112.59	2,112.59		2,112.59	-	2,112.59	100.00%	-	211.26
80	CO # 15 Dom Hot Wtr Riser Offsets		16,143.56	16,143.56		16,143.56	-	16,143.56	100.00%	-	1,614.36
				-			-	-	#DIV/0!	-	-
				-			-	-	#DIV/0!	-	-
				-			-	-	#DIV/0!	-	-
				-			-	-	#DIV/0!	-	-
				-			-	-	#DIV/0!	-	-
				-			-	-	#DIV/0!	-	-
	GRAND TOTALS	8,028,350.00	592,320.31	8,620,670.31	8,070,581.45	25,848.22	247,967.00	8,344,396.67	96.80%	276,273.64	834,439.67

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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 waiver applies only to the work performed and for the specific payment application referenced herein.

That __Bernhard MCC, LLC_ (the "Lienor") for and in consideration of the payment of the sum of __$246,433.69__ 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 __26th__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 _26th__ day of _August_, 2017__.

Signed, sealed and delivered
in the presence of:

Signature

Vickie J. Beeancon
Print Name

STATE OF North Carolina

COUNTY OF Wake

Bernhard MCC, LLC
a Louisiana corporation

Signature

Print Name & Title

VICKIE J. BEEANCON
My Commission Expires
NOTARY PUBLIC
December 13, 2021
WAKE COUNTY, NC

NOTARY PUBLIC, STATE OF North Carolina

My Commission Expires: 12/13/21

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 #:	24
for Month Ending:	9/31/2017

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:**
AAA Firestop, Inc. 14039 Hwy 74E, Suite A6278 Indian Trail, NC 28079	No - Union	NO		NO	YES		$35,104.00	5/15/2017	9/20/2017	PARTIAL		
Chapman Company 10801 Johnston Road, Suite 215 Charlotte, NC 28226	No - Mecklenburg	NO		NO	YES		$101,647.16	4/9/2017	8/24/2017		FINAL	
Engineered Control System PO Box 1885, Aquay Varina, NC 27526	No - Hartnett	NO		NO	YES		$138,175.00	8/9/2017	9/30/2017	PARTIAL		
Ferguson Enterprises 4711 Rivers Avenue North Charleston, SC 29405	Yes - CHS	YES	7/15/2016	NO	YES		$1,009,196.46	9/15/2017	9/21/2017	PARTIAL		
Guy M. Beaty,Inc. 9209 Forsyth Park Drive Charlotte, NC 28273	No - Mecklenburg	NO		NO	YES		$481,041.00	6/15/2017	9/30/2017	PARTIAL		
Hoffman & Hoffman 3816 Patterson Street Greensboro, NC 27407	No-Guilford	NO		NO	YES		$118,834.01	5/19/2017	9/19/2017	PARTIAL		
Knight & Wilson, Inc 1240 Williams, Memphis TN 38104	No-Shelby	YES	10/27/2016	NO	YES		$1,170,300.00	8/18/2017	9/30/2017	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		$54,100.50	7/21/2017	9/14/2017	PARTIAL		

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Trane 1951 Rivers Avenue North Charleston, SC 29406	Yes - CHS	NO		NO	YES		$87,609.75	6/9/2017	9/18/2017	PARTIAL	

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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 (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 $ 5,934.62 (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: 9/19/2017 (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:

June 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 20 day of Sept 20 17.

AAA Firestop, Inc.
(Name of Subcontractor/Vendor)

signature

By: Patrick Dunn / President
(Print or Type the Signers Name and Title)

STATE OF NC

COUNTY OF Union

The foregoing instrument was signed, sealed and acknowledged before me this 20 day of September, 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: 05-15-2018

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Balfour Beatty
Construction

Exhibit D4

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

The undersigned, Chapman Company (Vendor) (Name of Vendor)

("Subcontractor"), 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 $ 101,697.16 (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 ;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 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.

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 24 day of August 20 17.

Chapman Company (Name of Vendor)

By: 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 24th 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: 3/5/2022

ANGELA R HOLLAND NOTARY PUBLIC UNION COUNTY, NC

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, Engineered Control Solutions, Inc. (Name of Subcontractor/Vendor) ("Subcontractor"), pursuant to a contract or agreement with: Balfour Beatty Construction, LLC ("BBC"), a subcontractor to BBC or a sub-subcontractor under which Subcontractor agreed to furnish labor, services, materials and/or equipment ("Work") for the construction of certain improvements on the work of improvement commonly known as: Hotel at Marion Square (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 $ $ 2,317.50 (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: 9/30/2017 (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 September 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 11th day of September 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 2017

KATHRYN BARNES
NOTARY PUBLIC
WAKE COUNTY, NC

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, 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 $ 4,022.56 (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: 9/30/2016 (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 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 21st day of Sept 20 17.

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

By: [signature] (signature)

[illegible] Controller (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 21 day of September 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: 7-13-2020

KELLY HANSEN NOTARY PUBLIC My Commission Expires 07-13-2020 SOUTH CAROLINA

Exhibit F1

Balfour Beatty Construction

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: Bernhard MCC, 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 $ 173,280.70 (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: 9/30/17 (Insert date through which release is given) (the "Release Period"); and, (2) waives, releasesand 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 forextra work but only to the extent such extra work is specifically identified below:

None above
(Describe here exact cut in an Attachment "A" which must be identified here and attached, all extras not included in the Release. Failureto 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 havebeen 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 18th day of Sept 20 17.

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

Signature

By: Tracy Huffstetler V.P.
(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 18th day of Sept 20 17, by the aforesaid representative, having been duly sworn and stating and affirming that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed: Notary Public

My Commission expires: 5/4/2018

LIEN KIM TRUONG Notary Public Mecklenburg County NORTH CAROLINA (Notary Seal)

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, 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 (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 $ 0.00 (Amount to be paid to Subcontractor/Vendor) the sufficiency of which is hereby acknowledged and confessed, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective pursuant to which the Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and all bonds and bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through: 9/19/2017 (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:

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 September 20 17.

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 September 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

Balfour Beatty Construction

Exhibit F1

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

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

("Subcontractor"), pursuant to a contract or agreement with:

Balfour Beatty Construction, LLC ("BBC"), a subcontractor to BBC or a sub-subcontractor under which Subcontractor agreed to furnish labor, services, materials and/or equipment ("Work") for the construction of certain improvements on the work of improvement commonly known as:

Hotel at Marion Square ("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- 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: 9/30/17
(Insert date through which release is given)

(the "Release Period"); and, (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact costs and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

None
(Describe here or set out in an Attachment "A" which must be identified here and attached, all extras not included in the Release. Failure to describe any extras as excluded shall be a waiver and release of any right to payment for such work.)

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

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

Given under hand and seal this 18th day of September 20 17

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

Signature

By: Jack Knight
(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 18th day of September 20 17, by the aforesaid representative, having been duly sworn and stating and affirming that he/she is duly authorized to give this Affidavit and that the foregoing statements are true

Signed: Notary Public

My Commission expires: 12/15/2018

CINDY R. SMITH
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF SHELBY

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

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DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #135

Part 2 of 2

Balfour Beatty Construction

Exhibit F3

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned, Penhall
(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 $ 8,130.00 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: 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:

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, 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 14 day of Sept. 20 17.

Penhall
(Name of Subcontractor/Vendor)

By: [signature]
Signature

Amy Million, Corp. Cr. Mgr
(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 14 day of Sept. 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: 4/20/2022

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

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

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Balfour Beatty Construction

Exhibit F1 Trane Job: F8346015

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned, **The Trane Company** (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 $ 316,010.47 (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: **7/31/2016** (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 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 18th day of September 20 17.

The Trane Company (Name of Subcontractor/Vendor)

Connie Peterson (signature)

By: Connie Peterson, Authorized Signatory (Print or Type the Signer's Name and Title)

TRANE CUSTOMER

STATE OF WI

COUNTY OF La Crosse

The foregoing instrument was signed, sealed and acknowledged before me this 18th day of September 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: 9 3 18

NOTARY PUBLIC (Notary Seal) KIM ANTHONY STATE OF WISCONSIN

MCC PCO	RFI #	ASI/MOD #	Description	Submit Date	Submit Date	Amount Quoted	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	

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 21777

ELECTRONICALLY FILED - 2023 May 16 2:23 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 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/27/2017

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

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Union Fire Ins. Co. of Pittsburg	19445-002
INSURER B: National Union Fire Ins. Co. of Pittsburg	19445-002
INSURER C: National Union Fire Ins. Co. of Pittsburg	19445-002
INSURER D: New Hampshire Insurance Company	23841-002
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: 25733354** **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			GL 712-9880	5/1/2017	5/1/2018	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			AOS 1921927	5/1/2017	5/1/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
B	X ANY AUTO			MA 1921928	5/1/2017	5/1/2018	BODILY INJURY (Per person)	$
C	OWNED AUTOS ONLY / SCHEDULED AUTOS			VA 1921929	5/1/2017	5/1/2018	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X Self-Insured / X Physical Damage							$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			023102516	5/1/2017	5/1/2018	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A				E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job: Hotel Bennett.

Workers Compensation Policy #WC023102516 provides coverage for AL, AR, CO, CT, DC, DE, GA, HI, IA, ID, IN, KS, LA, MD, MI, MN, MO, MS, MT, NE, NM, NV, NY, OK, OR, SC, SD, TN, TX, WV.

See Attached for Additional Workers' Compensation Policies:

CERTIFICATE HOLDER

Bernhard MCC LLC
3001 17th Street
Metairie, LA 70002

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. Buedel

Coll:5129675 Tpl:2142748 Cert:25733354 ©1988-2015 ACORD CORPORATION. All rights reserved

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
POLICY TYPE: Workers' Compensation & Employers Liability- ME CARRIER: New Hampshire Insurance Company POLICY TERM: 05/01/2017 - 05/01/2018 POLICY NUMBER: WC023102515	Per Statute E.L. Each Accident: $2,000,000 E.L. Disease-Policy Limit: $2,000,000 E.L. Disease-Each Employee: $2,000,000
POLICY TYPE: Workers' Compensation & Employers Liability - CA CARRIER: American Home Assurance Company POLICY TERM: 05/01/2017 - 05/01/2018 POLICY NUMBER: WC023102514	Per Statute E.L. Each Accident: $2,000,000 E.L. Disease-Policy Limit: $2,000,000 E.L. Disease-Each Employee: $2,000,000
POLICY TYPE: Workers' Compensation & Employers Liability - FL CARRIER: Illinois National Insurance Company POLICY TERM: 05/01/2017 - 05/01/2018 POLICY NUMBER: WC023102513	Per Statute E.L. Each Accident: $2,000,000 E.L. Disease-Policy Limit: $2,000,000 E.L. Disease-Each Employee: $2,000,000
POLICY TYPE: Workers' Compensation & Employers Liability - MA & WI CARRIER: New Hampshire Insurance Company POLICY TERM: 05/01/2017 - 05/01/2018 POLICY NUMBER: WC023102518	Per Statute E.L. Each Accident: $2,000,000 E.L. Disease-Policy Limit: $2,000,000 E.L. Disease-Each Employee: $2,000,000
POLICY TYPE: Workers' Compensation & Employers Liability - AK,AZ,IL,KY,NC,NH,NJ,PA,UT,VA,VT CARRIER: New Hampshire Insurance Company POLICY TERM: 05/01/2017 - 05/01/2018 POLICY NUMBER: WC023102517	Per Statute E.L. Each Accident: $2,000,000 E.L. Disease-Policy Limit: $2,000,000 E.L. Disease-Each Employee: $2,000,000

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

Ferguson Enterprises, Inc. and Subsidiaries.
List of Named Insureds

Air Cold Supply
Air Cold Supply/Webb Distributors
Alamo Pipe & Supply
Alaska Pipe & Supply
Andrews Lighting Gallery, Inc. (dba Andrews Lighting & Hardware Gallery)
Arkansas Supply, Inc.
Ar-Jay Building Products, Inc. (dba The Ar-Jay Center)
Atlantic American Fire Equipment Company
Arkansas Supply
The Bath + Beyond
Bruce-Rogers Company
Build.com, Inc.
Builders Appliance Center, LLC
CAL-STEAM, a Wolseley Company
Camellia Valley Supply
Castle Supply Company, Inc.
CastleNorth
Central Pipe & Supply
CFP
Chadwick
City Lights Design Showroom
Clawfoot Supply, LLC
Clayton Group, Inc.
Clayton International, LLC
Cline Contract Sales
Colgan Cabinets
Colgan Distributors
Crow Company
Custom Lighting Incorporated
Custom Hardware and Accessories, Inc.
D & C Plumbing & Heating Supply
Davis & Warshow, Inc.
Davidson Electric Wholesale Supply
The Davidson Corporation, a Delaware Corporation
The Davidson Group Companies, Inc
Davidson Group Leasing
Davidson Pipe Company Inc., a New York Corporation
Davidson Pipe Supply Company, Inc.
Davies Water
Dealernet, LLC dba Dealernet
Decorative Product Source, Inc.
E & J Plumbing & Heating Supply Co.
Economy Plumbing and Heating Supply Co.
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 & Company

Ferguson Enterprises, Inc. and Subsidiaries.
List of Named Insureds

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
Wholesale Group, Inc.
WIA of California, Inc.
Wolseley Industrial Group
Wolseley Industrial Plastics
Wolseley Investments Acquisitions, Inc.
Wolseley Investments, Inc.
Wolseley NA Construction Services, LLC
Wolseley North America, Inc.
Wolseley North American Consulting, LLC
Wolseley North American Services, Inc.
WPCC Forwarding

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

EXHIBIT W
STORED MATERIAL PROCEDURES

1. Provide an Insurance certificate (ACORD form 24 or 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 items 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 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STORAGE RECEIPT

Date: 10/3/17

This is to certify that the undersigned holds on storage at Ferguson Ent 4711 Rivea Ave the following described building material, consisting of Plumbing Fixtures 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 $ 331,537.91, not including the amount of $ 0 being held as retainage under the Agreement between Balfour Beatty Construction, LLC and Bmcc Mechanical (Subcontractor/Vendor) having been made and are hereby acknowledged by the undersigned.

Fergusa Enterprises (Subcontractor/Vendor) does hereby acknowledge responsibility to deliver ~~and install~~ _____ in accordance with the agreements between Balfour Beatty Construction, LLC and Bmcc 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: Stephanie B Derrick / Credit Manager
Warehouseman (if applicable)

BY: Fergusan Enteprises
Subcontractor / Vendor

BY: _____
Balfour Beatty Construction, LLC

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: 10/3/17

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 ($331,537.91) 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 Fixtures

Stored Address: Ferguson Enterprises
4711 Rivers Ave
North Charleston, SC 29405

Sum Total Value: $331,537.91

Witness: Stephanie B Derrick

Subcontractor: Mark A. Adams

Mark Adams Area Sales Manager
Name & Title

State of South Carolina County of Florence

The foregoing instrument was acknowledged before me this 3rd day of October 2017, by Mark Adams as Area Sales Manager of Ferguson Enterprises.

My Commission Expires: Feb 4, 2018 Stephanie B Derrick (Seal)
Notary Public

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 04/26/2017

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 [ ] BASIC [ ] BROAD [X] SPECIAL [X] EARTHQUAKE [ ] WIND [X] FLOOD DEDUCTIBLES BUILDING CONTENTS	PRS002292(17)	5/1/2017	5/1/2018	[ ] BUILDING [ ] PERSONAL PROPERTY [ ] BUSINESS INCOME [ ] EXTRA EXPENSE [ ] RENTAL VALUE [ ] BLANKET BUILDING [ ] BLANKET PERS PROP [X] BLANKET BLDG & PP [X] Ded	$ $ $ $ $ $ $ $ 10,000,000. $ 150,000.
	[ ] 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. Suedeke

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Willis

Ferguson Enterprises, Inc. and Subsidiaries.
List of Named Insureds

Air Cold Supply
Air Cold Supply/Webb Distributors
Alamo Pipe & Supply
Alaska Pipe & Supply
Andrews Lighting Gallery, Inc. (dba Andrews Lighting & Hardware Gallery)
Arkansas Supply, Inc.
Ar-Jay Building Products, Inc. (dba The Ar-Jay Center)
Atlantic American Fire Equipment Company
Arkansas Supply
The Bath + Beyond
Bruce-Rogers Company
Build.com, Inc.
Builders Appliance Center, LLC
CAL-STEAM, a Wolseley Company
Camellia Valley Supply
Castle Supply Company, Inc.
CastleNorth
Central Pipe & Supply
CFP
Chadwick
City Lights Design Showroom
Clawfoot Supply, LLC
Clayton Group, Inc.
Clayton International, LLC
Cline Contract Sales
Colgan Cabinets
Colgan Distributors
Crow Company
Custom Lighting Incorporated
Custom Hardware and Accessories, Inc.
D & C Plumbing & Heating Supply
Davis & Warshow, Inc.
Davidson Electric Wholesale Supply
The Davidson Corporation, a Delaware Corporation
The Davidson Group Companies, Inc
Davidson Group Leasing
Davidson Pipe Company Inc., a New York Corporation
Davidson Pipe Supply Company, Inc.
Davies Water
Dealernet, LLC dba Dealernet
Decorative Product Source, Inc.
E & J Plumbing & Heating Supply Co.
Economy Plumbing and Heating Supply Co.
Endries International, Inc.
Energy & Process Corporation
Equarius, Inc. dba Equarius Waterworks, Meter & Automation Group
Factory Direct Appliance
Ferguson Bath Kitchen and Lighting Gallery
Ferguson Enterprises IV, Inc.
Ferguson Enterprises of Montana, Inc.
Ferguson Enterprises of Virginia, Inc.
Ferguson Enterprises V, Inc.
Ferguson Enterprises, Inc.
Ferguson Enterprises, Inc. dba WPCC Forwarding
Ferguson Enterprises, Inc. A Corp of Virginia
Ferguson Enterprises NY – Metro, Inc.
Ferguson Fire & Fabrication, Inc.
Ferguson Fire & Fabrication, Inc. (fka Action Fire Fab & Supply, Inc.)
Ferguson Fire & Fabrication, Inc. (fka Sierra Craft, Inc.)
Ferguson Full Service Supply
Ferguson Heating & Cooling
Ferguson Holdings, Inc.
Ferguson Hospitality Sales
Ferguson Industrial Plastics and Pump Division
Ferguson Integrated Systems Division, Inc.
Ferguson Intermountain Piping
Ferguson International
Ferguson Process Services
Ferguson Valve & Automation
Ferguson Waterworks
Ferguson Waterworks - Midwest Pipe
Ferguson Waterworks - Municipal Pipe
Ferguson Waterworks - Red Hed
Ferguson Waterworks EPPCO
Ferguson Waterworks International
Frischkorn, Inc.
Gabriel Scientific & Machine, LLC
Galleria Bath & Kitchen Showplace
Gilmour Supply Company, Inc.
Global HVAC Distributors, Inc.
Ferguson Enterprises, Inc. dba Groeniger

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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

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FERGUSON ENTERPRISES INC #34
PO BOX 100286
ATLANTA, GA 30384-0286
PHONE: 843-747-6301

Page#: 1 Invoice#: 3895406

** DUPLICATE INVOICE **

MCCMECH
Ship to: MCC - MARION SQUARE HOTEL
404 KING ST
MIKE SCHNEIDA (504) 583-0980
CHARLESTON, SC 29403

Sold to: MCC MECHANICAL LLC
MARION SQUARE HOTEL
3001 17TH STREET
METAIRIE, LA 70002

Customer#: 202596 Contract#: Prev.Batch: 144638 Job:MARION SQUARE HOTEL

Ship Whse	Sell Whse	Tax Code	Slm	Type	Ship Via	Order number	Date	Terms
23	23	SC2656	CSW	IO	BILLING ONLY	8350248015	09/29/17	2% 10TH NET 25TH

Ordered	Shipped	Item #	Description	Unit Price	UM	Amount
			********** GUEST ROOMS 3RD FLOOR THRU 8TH FLOOR **********			
185	177	SP-SCDSRT0771WM70T	BT-1 FREE STANDING TUB SYMMONS CDSRT0771-WM-70-TRM VER D SUBTOTAL	279.610	EA	49490.97 49490.97
221	221	SP-SCDSWM0771-10-T	LAV-1 UM LAV LAV BY OTHERS SYMMONS CDSWM0771-10-TRM-G	220.660	EA	48765.86
221	221	K7127-A-CP	DRN & PERM STPR CP	57.600	EA	12729.60
221	221	PFPTP100	1-1/4X1-1/2 PLAS P TRAP SJ W/MC WH SUBTOTAL	1.344	EA	297.02 61792.48
8	8	SP-SCDSRT0771WM70T	BT-2 ADA BATHTUB SYMMONS CDSRT0771-WM-70-TRM VER D SUBTOTAL	279.610	EA	2236.88 2236.88
185	185	SP-SCD0771-05-L/HS	ST-1 SHOWER SYMMONS CD0771-05-L/HS-TRM VER A	557.330	EA	103106.05
185	185	SYM442W	*CVR* CCN 2.5 *CARRIN H/SHWR 3 MODE SUBTOTAL	69.230	EA	12807.55 115913.60
8	8	SP-SCD0771-05-L/HS	ST-2/ST-1 ADA SHOWER SYMMONS CD0771-05-L/HS-TRM VER A	557.330	EA	4458.64
8	8	SP-SPWB	SLIDE BAR FOR CD0771-05-L/HS-TRM	71.340	EA	570.72

CONTINUED

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FERGUSON ENTERPRISES INC #3

PO BOX 100286
ATLANTA, GA 30384-0286
PHONE: 843-747-6301

 Invoice#: 3895406

** DUPLICATE INVOICE **

Sold to: MCC MECHANICAL LLC
MARION SQUARE HOTEL
3001 17TH STREET
METAIRIE, LA 70002

MCCMECH
Ship to: MCC - MARION SQUARE HOTEL
404 KING ST
MIKE SCHNEIDA (504) 583-0980
CHARLESTON, SC 29403

Customer#: 202596 Contract#: Prev.Batch: 144638 Job:MARION SQUARE HOTEL

Ship Whse	Sell Whse	Tax Code	Slm	Type	Ship Via	Order number	Date	Terms
23	23	SC2656	CSW	IO	BILLING ONLY	8350248015	09/29/17	2% 10TH NET 25TH

Ordered	Shipped	Item #	Description	Unit Price	UM	Amount
8	8	SYM442W	*CVR* CCN 2.5 *CARRIN H/SHWR 3 MODE	69.230	EA	553.84
			SUBTOTAL			5583.20
			WC-1/WC-2 WATER CLOSET			
193	193	K4380-0	CCY @ 12 EB *MEMOIR WHIT 1.28/1.6	135.310	EA	26114.83
193	193	K4434-0	CCY @ CLST TANK *MEMSTA WHIT 1.28	150.800	EA	29104.40
193	193	K4636-0	@ EB PLAS CLST SEAT *CACHET WHIT	29.000	EA	5597.00
193	193	MLF2166CC	LF SPLY FLEX CLST 1/2 NOM COMP	10.867	EA	2097.33
193	193	B8489C	1/2X3-1/2 CVR TUBE CP	8.349	EA	1611.36
193	193	PFWR	STD WAX RING	1.200	EA	231.60
193	193	PFC8110	1/4X2-1/4 BRS CLST BLT PR	1.583	PR	305.52
			SUBTOTAL			65062.04
			LAV-5 LAVATORY			
3	3	K2028-1-0	22X18 1H VC LAV *PINOIR WHIT	179.091	EA	537.27
3	3	K2057-0	VC SHROUD *PINOIR WHIT	82.678	EA	248.03
3	3	K45800-4-CP	@ CCY LF 1.2 GPM 1H LAV FCT *ALTCP	132.962	EA	398.89
3	3	M155A	CP PO PLUG W/SLD TOP & 6 TLPC	16.851	EA	50.55
3	3	MLF2165CC	LF 1/2 NOM COP X 3/8 OD SPLY FLEX	19.520	EA	58.56
6	6	B8489C	1/2X3-1/2 CVR TUBE CP	8.349	EA	50.09
3	3	PFPIP100	1-1/4X1-1/2 PLAS P TRAP SJ W/MC WH	1.344	EA	4.03
			SUBTOTAL			1347.42
			LAV-2/LAV-1 ADA			
			UNDERMOUNT LAV BY OTHERS			
8	8	SP-SCDSLW0771-10VA	SYMMONS FCT CDSLW0771-10-VER A	304.520	EA	2436.16
8	8	MLF2165CC	LF 1/2 NOM COP X 3/8 OD SPLY FLEX	19.520	EA	156.16
16	16	B8489C	1/2X3-1/2 CVR TUBE CP	8.349	EA	133.58

CONTINUED

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^M FERGUSON ENTERPRISES INC #3
4

PO BOX 100286
ATLANTA, GA 30384-0286
PHONE: 843-747-6301

Page#: 3 Invoice#: 3895406

** DUPLICATE INVOICE **

MCCMECH

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: 144638 Job:MARION SQUARE HOTEL

Ship Whse	Sell Whse	Tax Code	Slm	Type	Ship Via	Order number	Date	Terms
23	23	SC2656	CSW	IO	BILLING ONLY	8350248015	09/29/17	2% 10TH NET 25TH

Ordered	Shipped	Item #	Description	Unit Price	UM	Amount
8	8	PFPTP100	1-1/4X1-1/2 PLAS P TRAP SJ W/MC WH	1.344	EA	10.75
			SUBTOTAL			2736.65
			THANK YOU FOR YOUR ORDER!			

INVOICE SUB-TOTAL 304163.24

TAX North Charleston 27374.67

****

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: 11/10/17 You may deduct: 6083.26 Total Inv. Amt. Due: 331537.91

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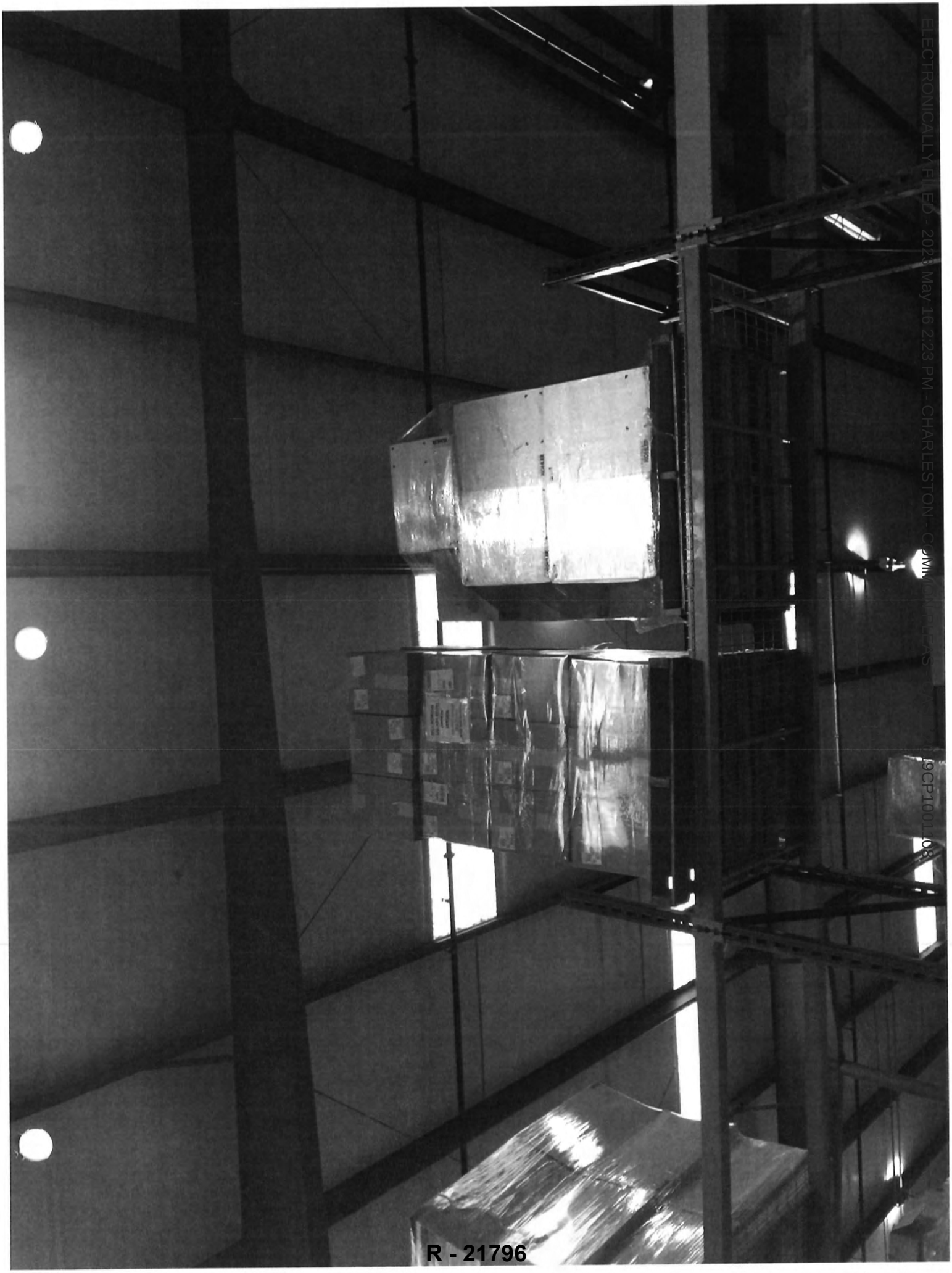
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MCC-MARION
SQUARE HOTEL
ORDER#
3895406
OML-SCOTT WINDSOR
(843) 200-3262
ATTN: MIKE SCHNEIDA!
(504) 583-0960
SD909199
THE BOLD LOOK OF KOHLER.
SD908797
MCC-MARION
SQUARE HOTEL
ORDER#
3895406
(843) 200-3262
ATTN: MIKE SCHNEIDA!



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Balfour Beatty
Construction

Request for Payment

Pay Request # 18
Work Performed Through: 09/30/17

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
Owner: Library Associates, LLC
Job No.: 13026400
Date: 09/18/17

Description of Work: Fire Protection

Original Contract Amount	$464,920.00	
Change Order Total Through C/O #: 1	$3,231.88	
Total Revised Contract	$468,151.88	
Previous Work Performed to Date(SSR)	$440,235.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$3,551.00	
New Work Performed to Date	$443,786.00	
Less 10 % Retainage	$44,378.60	
Amount Earned to Date	$399,407.40	
Less Previous Net Billings	$396,211.50	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$3,195.90	

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

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status	Finaled	
Insurance Expiration Date	10/01/17	
Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site If yes, attach stored materials checklist	Y [ ]	N [X]
Final Payment If yes, see attached checklist	Y [ ]	N [X]

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

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50540	1348477	13026400	525443
Date	Invoice #	Description		
09/30/17	13026400 - 18	13026400 . PE# 18 . 17.09		
Gross Amount		Retainage Amt	Net Amount	
$3,551.00		$177.55	$3,195.90	
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 09/18/17
PA / Date
APA / Date

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO PRIME CONTRACTOR:
Balfour Beatty Construction
1930 Camden Rd. Charlotte, NC 28203

PROJECT:
Hotel at Marion Square

APPLICATION NO: 18

PERIOD TO: 9/30/17

Distribution to:
- ☐ OWNER
- ☐ ARCHITECT
- ☐ CONTRACTOR
- ☐ SUBCONTRACTOR
- ☐

FROM SUBCONTRACTOR:
Palmetto Automatic Sprinkler Co., Inc
PO Box 2927
West Columbia, SC 29171

VIA ARCHITECT:

PROJECT NOS: 13026000
615008

CONTRACT FOR: FIRE PROTECTION

CONTRACT DATE: 3/11/15

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		$ 464,920.00
2. Net change by Change Orders		$ 3,231.88
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 468,151.88
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 443,786.00
5. RETAINAGE:		
a. ____ % of Completed Work (Column D + E on G703)	$ 44,378.60	
b. ____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 44,378.60
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 399,407.40
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 396,211.50
8. CURRENT PAYMENT DUE		$ 3,195.90
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 68,744.48

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: 9/14/17

State of: South Carolina County of: Lexington
Subscribed and sworn to before me this 15 day of September 2017
Notary Public: W. Chellum
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.

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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: 18
APPLICATION DATE: 9/15/17
PERIOD TO: 9/30/17
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	$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	$1,797.00		$8,537.00	94.99%	$450.00	$853.70
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	$1,754.00		$8,330.00	95.00%	$438.00	$833.00

R - 21805

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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: 18
APPLICATION DATE: 9/15/17
PERIOD TO: 9/30/17
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	$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	$3,908.00			$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	$440,235.00	$3,551.00		$443,786.00	94.80%	$24,365.88	$44,378.60

R - 21806

AIA DOCUMENT G703 CONTINUATION SHEET FOR G702 1992 EDITION AIA © 1992
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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 $ 3195.90 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 30 day of September 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 15 day of September, 2017.

Signed, sealed and delivered
in the presence of:

Andrea Sergler
Signature
Andrea Sergler
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 15 day of September 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.

M C McClellan
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:	9/15/2017

PRIME SUB'S NAME	PALMETTO AUTOMATIC SPRINKLER COMPANY, INC
Attachment for Pay Req #:	18
for Month Ending:	9/30/2017

A	B	C	D	E	F		G	H	I	J		K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)		Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: (as need on releases)	Tier's most recent release is PARTIAL or FINAL? Select One		**Comments:**
SAMPLE TIER *123 Example Dr* *Somewhere, NC 27607* *919-834-1234*	*yes - PIT*	*NO*	*N/A*		YES	NO	*$12,123.00*	*4/27/2010*	*3/31/2010*	*PARTIAL*	FINAL	*thru March 2010*
Ferguson Enterprises, PO Box 100286, Atlanta, GA 30384-0286	no	no			YES	NO	40 [illegible]	9/31/17		PARTIAL	FINAL	
HD Supply Waterworks, 501 W Church St, Orlando, FL 32805					YES	NO	29 [illegible]	8/31/17		PARTIAL	FINAL	
Shaw Enterprises, Inc PO Box 6174 Hickory, NC 28603					YES	NO	30 [illegible]	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 - 21808

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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
INSURED Palmetto Automatic Sprinkler Co., Inc. PO Box 2927 Cayce, SC 29171	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? Y/N [N] (Mandatory in NH) 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	ELD30000169200	10/01/2016	10/01/2017	$5,000,000 Per Occur/ Aggr - Over Primary Umbrella Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: All Jobs for Balfour Beatty Construction, LLC, Joint Ventures and related affiliates

Certificate holder, Owner and any other parties required by contract are additional insureds as respects to the General Liability coverage for on-going and completed operations on a Primary and Non Contributory basis and on Automobile Liability coverage as required by written contract per forms #CG7048(10/15) & CA7133(11/09) as required by written contract. Waiver of Subrogation is provided in favor of the Additional (See Attached Descriptions)

CERTIFICATE HOLDER

Balfour Beatty Construction, LLC
3100 McKinnon Street 10th Floor
Dallas, TX 75201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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 - 21810

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Balfour Beatty
Construction

Request for Payment

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ontractor's Name
Subcontractor's Address

Watson Electrical Construction, Inc.
3215 Fortune Dr. Suite 109
Charleston SC 29418

Phone Number
Fax Number

804-550-4881

Pay Request # 23
Work Performed Through: 09/30/17

Project Name: **Hotel at Marion Square**
Owner: **Library Associates, LLC**

Job No : **13026400**

Date: **09/21/17**

Description of Work: Electrical

Original Contract Amount	$3,963,792.00	
Change Order Total Through C/O #: 2	$412,635.71	
Total Revised Contract	$4,376,427.71	
Previous Work Performed to Date(SSR)	**$3,972,252.65**	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site		
Current Month Gross	**$144,781.61**	
New Work Performed to Date	**$4,117,034.26**	
Less 10 % Retainage	**$411,703.43**	
A ; Earned to Date	**$3,705,330.83**	
Less Previous Net Billings	$3,575,027.39	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	**$130,303.44**	

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 Consent of Surety for retention reduction if bonded	From Y [ ]	To N [X]
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		
09/30/17	13026400 - 23	13026400 . PE# 23 . 17.09		
Gross Amount		Retainage Amt	Net Amount	
$144,781.61		$7,239.08	$130,303.44	
Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?	
NO		400.51600000 40	NO	

Halt Codes: 02- OWNER FUNDING ~~Waiver for NextGen~~

PM Approval

Appro\

PM / Date

CA 09/21/17
PA / Date

APA / Date

R - 21811

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: **23**

PERIOD TO: **9/30/2017**

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	$	412,635.71
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	4,376,427.71
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	4,117,034.26
5. RETAINAGE:	$	411,703.43
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	3,705,330.83
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	3,575,027.39
8. CURRENT PAYMENT DUE	$	130,303.44
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	671,096.88

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$377,292.84	($31,965.61)
Total approved this Month	$0.00 $67,308.48	$0.00
TOTALS	$444,601.32	($31,965.61)
NET CHANGES by Change Order	$412,635.71	

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=DJW, OU=Div 21, CN=Dale J Winovich, E=dwinovich@winsolutionsinc.com Date: 2017.09.20 13:58:21 -04'00' Date: 9/20/2017

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 . . . . . $ **130,303.44**

(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.

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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: 23
APPLICATION DATE: 9/20/17
PERIOD TO: 9/30/17

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	8,750.00	1,000.00	-	9,750.00	97.50%	250.00	975.00
4	PROGRESS MEETINGS	12,000.00		12,000.00	11,350.00	650.00	-	12,000.00	100.00%	-	1,200.00
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 - 21813

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CONTINUATION SHEET

AIA DOCUMENT G703

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APPLICATION NO: 23
APPLICATION DATE: 9/20/17
PERIOD TO: 9/30/17

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%
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 - 21814

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CONTINUATION SHEET

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AIA DOCUMENT G703

APPLICATION NO. 23
APPLICATION DATE: 9/20/17
PERIOD TO: 9/30/17

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%
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 INSTALL-Material	4,500.00		4,500.00	4,500.00	-		4,500.00	100.00%	-	450.00

R-21815

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APPLICATION DATE: 9/20/17
PERIOD TO: 9/30/17

Balfour Beatty Project 0

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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 - 21816

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APPLICATION DATE: 9/20/17
PERIOD TO: 9/30/17

Balfour Beatty Project 0

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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	5,500.00	**1,350.00**		6,850.00	90.13%	750.00	685.00
154	OVERHEAD/ ROUGH IN-Labor	9,500.00		9,500.00	6,850.00	**1,700.00**		8,550.00	90.00%	950.00	855.00
155	WIRE INSTALL-Material	4,400.00		4,400.00	3,450.00	**800.00**		4,250.00	96.59%	150.00	425.00
156	WIRE INSTALL-Labor	6,300.00		6,300.00	4,925.00	**1,150.00**		6,075.00	96.43%	225.00	607.50
157	LIGHITNG/DEVICE FINISHES-Material	10,500.00		10,500.00	3,200.00	-		3,200.00	30.48%	7,300.00	320.00
158	LIGHITNG/DEVICE FINISHES-Labor	21,600.00		21,600.00	6,500.00	-		6,500.00	30.09%	15,100.00	650.00
159				-				-	#DIV/0!	-	-
160				-				-	#DIV/0!	-	-
161				-				-	#DIV/0!	-	-
162	**CHANGE ORDERS**			-				-	#DIV/0!	-	-
163	Change order #1-Switchboard LSP Upgrade	19,491.47		19,491.47	19,491.47	-		19,491.47	100.00%	-	1,949.15
164	Change Order #2-Busport Receptacles	13,579.29		13,579.29	13,579.29	-		13,579.29	100.00%	-	1,357.93
165	Change Order #3-Mods #2 & #4	70,979.02		70,979.02	70,979.02	-		70,979.02	100.00%	-	7,097.90
166	FWO-Supplemental Instruction 36 Week 1	18,710.00		18,710.00	18,710.00	-		18,710.00	100.00%	-	1,871.00
167	Change Order #4-Mod #1	(31,965.61)		(31,965.61)				-	0.00%		-
168	FWO-Supplemental Instruction 36 Week 2	22,359.20		22,359.20	22,359.20	-		22,359.20	100.00%	-	2,235.92
169											
170	FWO L7 and L8 Cable Testing	2,595.05		2,595.05	2,595.05			2,595.05	100.00%	-	259.51
171	FWO 3rd Floor Shower Niche Switch Rewowrk	5,561.48		5,561.48	5,561.48			5,561.48	100.00%	-	556.15
172	FWO Rework Queen Mock Up	1,344.60		1,344.60	1,344.60			1,344.60	100.00%	-	134.46
173	FWO Rework King Mock Up	1,818.50		1,818.50	1,818.50			1,818.50	100.00%	-	181.85
174	FWO 1st Floor Chandelier Light Box Rework	1,505.37		1,505.37	1,505.37			1,505.37	100.00%	-	150.54
175	Modification #5	27,808.59		27,808.59	20,000.00			20,000.00	71.92%	7,808.59	2,000.00
176	Credit Line Item 168	-		-	(1,116.63)	-		(1,116.63)			
177	Credit Line Item 174	-		-	(20,000.00)	-		(20,000.00)			
178	Change Order #6-Booster Heaters	21,529.00		21,529.00	14,000.00	-		14,000.00	65.03%	7,529.00	1,400.00
179	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
180	Change Order #8- Mock Up Room Revisions	3,361.00		3,361.00	3,361.00	-		3,361.00	100.00%		336.10

R - 21817

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PERIOD TO: 9/30/17

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%
181	Change Order #9-Private Dining	2,592.30		2,592.30	2,592.30	-		2,592.30	100.00%	-	259.23
182	Change Order MSB New Switchboard	150,625.59		150,625.59	30,500.00	98,000.00		128,500.00	85.31%	22,125.59	12,850.00
183	Change Order SI 39-Patisserie	2,581.16		2,581.16	1,700.00	-		1,700.00	65.86%	881.16	170.00
184	Change Order SI 39-Guestrooms' Downlights	2,083.87		2,083.87	1,375.00	-		1,375.00	65.98%	708.87	137.50
185	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
186	Change Order SI 40R1-Roof top Bar	29,317.48		29,317.48	14,500.00	6,500.00		21,000.00	71.63%	8,317.48	2,100.00
187	Change Order Condensate Pumps	2,423.50		2,423.50		1,212.00		1,212.00	50.01%	1,211.50	121.20
188	Change Order DD/LR Fixture Finish	9,919.61		9,919.61		9,919.61		9,919.61	100.00%	-	991.96
189	Change Order Banquet UDS	12,068.23		12,068.23		2,500.00		2,500.00	20.72%	9,568.23	250.00
190	Change Order Modification #7	42,897.14		42,897.14		20,000.00		20,000.00	46.62%	22,897.14	2,000.00
191				-				-	#DIV/0!	-	-
192				-				-	#DIV/0!	-	-
193				-				-	#DIV/0!	-	-
194				-				-	#DIV/0!	-	-
195				-				-	#DIV/0!	-	-
196				-				-	#DIV/0!	-	-
	GRAND TOTALS	4,417,943.18	0.00	4,417,943.18	3,972,252.65	144,781.61	0.00	4,117,034.26	93.19%	300,908.92	413,815.09

R_21818

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Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	09-20-174

PRIME SUB'S NAME	Watson Elect
Attachment for Pay Req #:	23
for Month Ending:	9/30/2017

A	B	C	D	E	F		G	H	I	J		K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)		Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: *(as need on releases)*	Tier's most recent release is PARTIAL or FINAL? Select One		Comments:
SAMPLE TIER *123 Example Dr.* *Somewhere, NC 27607* *919-834-1234*	*yes - PIT*	*NO*	*N/A*		*YES*	*NO*	*$12,123.00*	*4/27/2010*	*3/31/2010*	*PARTIAL*	*FINAL*	*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	$1,902,629.87	7/24/2017	✓ 7/24/2007	(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	8/31/2017	✓ 8/31/2017	(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	4/19/16 ~~2/15/2016~~	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	

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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 $___**130,303.44** 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 _**September**____, **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 _**September**___,**2017**.

Signed, sealed and delivered
in the presence of:

Cherie Clubb
Signature
Cherie Clubb
Print Name

Watson Electrical LLC_____
a ____South Carolina_____ corporation

_____
Signature
Dale J Winovich, Project Manager_____
Print Name & Title

STATE OF ___South Carolina_____

COUNTY OF __Charleston_____

The foregoing instrument was acknowledged before me this __20 day of _**September**___, **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, STATE OF SC

My Commission Expires: 4-4-22

CHERIE CLUBB
Notary Public, South Carolina
My Commission Expires
April 22, 2022

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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 $ 220.504.51 (Amount to be paid to Vendor) the sufficiency of which is hereby acknowledged and confessed, and as such Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and bonds or bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through 7/24/2017 (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 September 20 17.

Shealy Electrical Wholesalers, Inc. (Name of Vendor)

By: [signature] signature

John Dabe-Credit Manager (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 19TH day of September 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:

MICHAEL D. SEAGO
Notary Public-State of South Carolina
My Commission Expires
July 06, 2027

(Notary Seal)

MICHAEL D. SEAGO NOTARY PUBLIC STATE OF SOUTH CAROLINA

Balfour Beatty Construction

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

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

Subcontractor has been paid and received payment of $ [redacted] (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 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 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 20th day of January 20 17.

VALLEN DISTRIBUTION FKA HAGEMEER NA
(Name of Vendor)

By: [signature]
(Signature)

WILLIAM HUTCHINS, CREDIT MANAGER
(Print or Type the Signers Name and Title)

STATE OF GEORGIA

COUNTY OF FORSTYH

The foregoing instrument was signed, sealed and acknowledged before me this 20th day of September 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]
Colleen E Strateemeyer - Notary

My Commission expires: 01/30/2018

COLLEEN E STRATEMEYER NOTARY PUBLIC FORSYTH CO., GEORGIA MY COMMISSION EXPIRES JAN. 30 2018

(Seal)

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Pay App 23 September 2017

STORED MAT TOTAL STORED ADDS

	MATERIAL SUPPLIER	OPENING INVENTORY	INVENTORY ADDITIONS THIS PERIOD
January	SHEALY	$ 588,541.39	
February	SHEALY	$ 298,541.39	$ 405,545.61
March	SHEALY	$ 503,087.00	$ -
APRIL	SHEALY	$ 447,087.00	$ -
May	SHEALY	$ 304,087.00	
June	SHEALY	$ 229,087.00	
July	SHEALY	$ 229,087.00	
August	SHEALY	$ 229,087.00	
September	SHEALY	$ 229,087.00	
October	SHEALY	$ 150,087.00	
November	SHEALY	$ 150,087.00	
December	SHEALY	$ 150,087.00	

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MOVED TO SITE INVENTORY USED THIS PERIOD	IN STORAGE CLOSING INVENTORY
$ 290,000.00	$ 298,541.39
$ 201,000.00	$ 503,087.00
$ 56,000.00	$ 447,087.00
$ 143,000.00	$ 304,087.00
$ 75,000.00	$ 229,087.00
$ -	$ 229,087.00
$ -	$ 229,087.00
$ -	$ 229,087.00
$ 79,000.00	$ 150,087.00
	$ 150,087.00
	$ 150,087.00
	$ 150,087.00

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Balfour Beatty Construction

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

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

Subcontractor has been paid and received payment of $ $ 139,083.49 (Amount to be paid to Vendor) the sufficiency of which is hereby acknowledged and confessed, and as such Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and bonds or bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through 2/28/2017 (Insert date through which release is given) (the "Release Period"); and, (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact cost and the like, as well as claims and demands arising from any contended delays, disrupt ons 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 spect to the Project.

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

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

Given under hand and seal this 20th day of February 20 17

Nextgen Technologies, Inc.
(Name of Vendor)

signature

By: Russell Webb, President
(Print or Type the Signers Name and Title)

STATE OF SC

COUNTY OF Berkeley

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

Signed:

Notary Public

My Commission expires: 3-16-24

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Balfour Beatty
Construction

Request for Payment

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Pay Request # 9
Work Performed Through 09/30/17

ntractor's Name / Subcontractor's Address: Low Country Case & Millwork, Inc.
3270 Benchmark Drive
Ladson, SC 29456

Phone Number: 704-609-5116
Fax Number:

Project Name: Hotel at Marion Square
Owner: Library Associates, LLC
Job No.: 13026400
Date: 09/21/17

Description of Work:	Casework & Millwork Floors 3-8	
Original Contract Amount	$1,051,032.00	
Change Order Total Through C/O #: 0	$273,171.00	
Total Revised Contract	$1,324,203.00	
Previous Work Performed to Date(SSR)	**$376,681.00**	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$9,578.00	
Current Month Gross	**$25,057.00**	
New Work Performed to Date	**$411,316.00**	
Less 10 % Retainage	$41,131.60	
A[illegible] Earned to Date	**$370,184.40**	
Less Previous Net Billings	$339,012.90	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	**$31,171.50**	

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	08/04/18	
Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing Consent of Surety for retention reduction if bonded	From [ ] Y [ ]	To [X] N [ ]
New materials stored off site If yes, attach stored materials checklist	Y [ ]	N [X]
Final Payment If yes, see attached checklist	Y [ ]	N [X]

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

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50000	3798186	13026000	
Date	Invoice #	Description		
09/30/17	13026400 - 09	13026400 . PE# 09 . 170930		
Gross Amount		Retainage Amt	Net Amount	
$25,057.00		$41,131.60	$31,171.50	
Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?	
NO			NO	

Hait Codes: PM APP — Stored Materials
O/F

ppr[illegible]

PM / Date

CA 09/21/17
PA / Date

APA / Date

Barnhart Balfour Beatty

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

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

PROJECT: **HOTEL AT MARION SQUARE**

APPLICATION NO: **9**

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

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

VIA ARCHITECT:

PERIOD TO: **42674**

PROJECT NO: **#13026000**

CONTRACT FOR: CONSTRUCTION

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		$ 1,051,032.00
2. Net change by Change Orders		$ 273,171.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 1,324,203.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 311,316.00
5. RETAINAGE:		$ 41,131.60
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 370,181.40
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 339,012.90
8. CURRENT PAYMENT DUE		$ 31,171.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 954,018.60

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$208,288.00	$0.00
Total approved this Month	$64,883.00	$0.00
TOTALS	$273,171.00	$0.00
NET CHANGES by Change Order	$273,171.00	

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 Stanulat Date: 9/20/17

CONTRACTOR

By: _____ Date: _____

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT REQUESTED: $ 31,171.50

(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 certified.)

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 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

R - 21827

CONTINUATION SHEET

AIA Document G702

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: 9/20/17
PERIOD TO: 9/30/17

Balfour Beatty Project 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E=D)	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
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	20,401.00	-	145,711.00	68.07%	68,346.00	14,571.10
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	41,840.00		-	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	98,038.00	4,656.00		102,694.00	50.57%	100,394.00	10,269.40
14	Change Order 5	14,759.00		14,759.00	-	-	-	-	0.00%	14,759.00	-
15	Change Order 6	44,749.00		44,749.00	-	-	5,278.00	-	0.00%	44,749.00	-
16	Change Order 7	5,375.00		5,375.00			4,300.00	-	0.00%	5,375.00	-
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	1,324,203.00	0.00	1,324,203.00	376,681.00	25,057.00	9,578.00	411,316.00	31.06%	912,887.00	40,173.80

R - 21828

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Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000
Date Prepared:	9/20/2017
PRIME SUB'S NAME	Low Country Case and Millwork
Attachment for Pay Req #:	9
for Month Ending:	9/30/2017

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*
Low Country Case and Millwork	Yes - Chas			Yes	YES	NO	$411,316.00	9/30/2017	9/30/2017	PARTIAL	FINAL	thru September 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 - 21829

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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 $ 31,171.50 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 September, 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 September, 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 20th day of September, 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.

Alice Stasiukaitis

NOTARY PUBLIC, STATE OF South Carolina

My Commission Expires: 4-4-2022

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Material Bill of Sale

TO: Balfour Beatty Construction, LLC

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

DATE: 9/20/17

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. Spa and Camelia's Lounge Change Order Millwokr

Stored Address: 3239 Benchmark Drive, Ladson, SC 29456

Sum Total Value: $9.578 00

Witness:

Adrianne Bonner

Corinne Pokacki

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 Sept. 20 17, by David Stasiukaitis as CEO of Low Country Case & Millwork

My Commission Expires: Amy E. Stasiukaitis (Seal)

Notary Public

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STORAGE RECEIPT

Date: 9/20/17

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 $9,578.00, not including the amount of $957.80 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 questroom 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 Stanislat
Subcontractor / Vendor

BY: _____
Balfour Beatty Construction, LLC

HOTEL AT MARION SQUARE - FLOORS 3-8

Stored Material Log

	August			September		
	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						
ase (4,203)	$11,658		$15,544			$15,544
Small Crown (3,638)			$3,181			$3,181

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Large Crown (2,946)			$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)	$0		$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)	$0		$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						

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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						
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	$19,004	$0	$19,004		$0	$19,004
Camelia's MOD 1-8	$3,714	$0	$3,714	$0	$3,714	$0
Guest Tub Mould	$14,303	$0	$14,303		$14,303	$0
Change Order 6						
Spa Casework	$0	$0	$0	$0	$0	$0
Spa Millwork	$0	$0	$0	$5,278	$0	$5,278
Change Order 7						
Camelia's Lounge	$0	$0	$0	$4,300	$0	$4,300

$194,459

ACORD

EVIDENCE OF PROPERTY INSURANCE

YANDLED

DATE (MM/DD/YYYY) 9/21/2017

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

A ,Y
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: AGENCY CUSTOMER ID #: LOWCCAS-01
SUB CODE: 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
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 , 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 $194,459

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)

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From: Amy Stasiukaitis
Sent: 18 Aug 2017 15:47:47 +0000
To: Ashe, Candice
Cc: Spano, Tim;Dooley, Alec;Starcevic, Nicholas;Denney, Brandon;Debbie Yandle (COL)
Subject: HMS - Guest Floors
Attachments: scanner@lccm.com_20170818_103048.pdf

Good morning. Please see attached pay application for HMS - Guest Floors. I have copied Debbie to have you COI for stored materials update to $202,098. 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: Friday, August 18, 2017 11:31 AM
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.
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http://www.adobe.com/

From: Amy Stasiukaitis
Sent: 21 Sep 2017 12:13:37 +0000
To: Ashe, Candice
Cc: Starcevic, Nicholas;Spano, Tim;Denney, Brandon;Dooley, Alec;GMcClure@Balfourbeattyus.com;Debbie Yandle (COL)
Subject: Guest Rooms Store Materials
Attachments: Stored Material Log - Guest Rooms.xlsx

Good morning. Please see attached stored materials log for HMS – Guest Rooms. I have copied Debbie to get you an updated stored materials amount for $194,459.

Sincerely,

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



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R - 21840

Balfour Beatty
Construction

Request for Payment

Contractor's Name	Low Country Case & Millwork, Inc.
Subcontractor's Address	3270 Benchmark Drive
	Ladson, SC 29456
Phone Number	704-609-5116
Fax Number	
Pay Request #	PE10
Work Performed Through	09/30/17

Project Name: Hotel at Marion Square
Owner: Library Associates, LLC
Job No.: 13026100
Date: 09/21/17

Description of Work: Casework & Millwork Floors 1, 2, & 9

Original Contract Amount	$1,071,713.00	
Change Order Total Through C/O #: 0	$156,101.00	
Total Revised Contract	$1,227,814.00	
Previous Work Performed to Date(SSR)	$514,590.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$57,644.00	
New Work Performed to Date	$572,234.00	
Less 10 % Retainage	$57,223.40	
Amount Earned to Date	$515,010.60	
Less Previous Net Billings	$463,131.00	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$51,879.60	

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 Consent of Surety for retention reduction if bonded	From [ ] Y	To [X] N
New materials stored off site If yes, attach stored materials checklist	Y [ ]	N [X]
Final Payment If yes, see attached checklist	Y [ ]	N [X]

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

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50000	3798186	13026000	640007
Date	Invoice #	Description		
09/30/17	13026100 - PE10	13026100 . PE# PE10 . 170930		
Gross Amount		Retainage Amt	Net Amount	
$57,644.00		$57,223.40	$51,879.60	
Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?	
NO			NO	

Halt Codes: PM APP
O/F

Approv

PM / Date

CA 09/21/17
PA / Date

APA / Date

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Barnhart Balfour Beatty

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO CONSTRUCTION MANAGER:	PROJECT: HOTEL AT MARION SQUARE - Co	APPLICATION NO:	10	Distribution to:
Balfour Beatty Construction				X OWNER
1930 Camden Rd. Suite 280				X ARCHITECT
Charlotte, NC 28210		PERIOD TO:	42674	X INSPECTOR
FROM CONTRACTOR:	VIA ARCHITECT:			
Low Country Case and Millwork				
3270 Benchmark Drive		PROJECT NO:	#13026000	
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)	$	572,713.00
5. RETAINAGE:	$	57,225.40
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	515,010.60
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	463,131.00
8. CURRENT PAYMENT DUE:	$	51,879.60
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	712,803.40

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 Standlet Date: 9/20/17

CONTRACTOR

By: _____ Date: _____

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT REQUESTED $ 51,879.60

(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.

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

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

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R - 21842

G702-1992

CONTINUATION SHEET

AIA DOCUMENT G703

APPLICATION NO: 11
APPLICATION DATE: 9/20/17
PERIOD TO: 9/30/17

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	214,093.00	1,708.00	-	215,801.00	72.77%	80,766.00	21,580.10
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	174,787.00	15,895.00	-	190,682.00	74.64%	64,791.00	19,068.20
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	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	40,521.00	40,041.00	-	80,562.00	63.89%	45,526.00	8,056.20
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	1,227,814.00	0.00	1,227,814.00	514,590.00	57,644.00	0.00	572,234.00	46.61%	655,580.00	57,223.40

R - 21843

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Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000
Date Prepared:	9/20/2017
PRIME SUB'S NAME	Low Country Case and Millwork
Attachment for Pay Req #:	11
for Month Ending:	9/30/2017

A	B	C	D	E	F		G	H	I	J		K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project:	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)		Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: *(as need on releases)*	Tier's most recent release is PARTIAL or FINAL? Select One		Comments:
SAMPLE TIER *123 Example Dr.* *Somewhere, NC 27607* *919-834-1234*	*yes - PIT*	*NO*	*N/A*		YES	NO	*$12,123.00*	*1/27/2010*	*3/31/2010*	PARTIAL	FINAL	*thru March 2010*
Low Country Case and Millwork	Yes - Chas			Yes	YES	NO	$572,234.00	9/30/2017	9/30/2017	PARTIAL	FINAL	thru September 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 - 21844

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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 $ 51,879.60 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 30th day of September, 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 September, 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 20th day of September, 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, STATE OF SC

My Commission Expires: 4-2022

HOTEL AT MARION SQUARE - Common Areas

Stored Material Log - Change Orders

		August			September		
		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 - Windows	$1,328						
Foyer - Base	$2,050						
Foyer - Wainscot	$14,414	$1,442	$12,973	$0			
Foyer - Facia Paneling	$13,759						
Foyer - Railing	$2,893						
Foyer - Newels	$10,457			$8,366	$0	$8,366	$0
Foyer - Mirror Trim	$3,627						
Foyer - Blocking	$2,771						
Rotunda - Base	$4,625						
Rotunda - Railing	$8,824						
Rotunda - Blocking	$1,981						
Elevator Lobbies	$1,916						
Mark-Up	$15,965						
AWI Certification	$612						
Bonding	$3,075						
				$8,366.00		$8,366	$0.00

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Balfour Beatty
Construction

Request for Payment

Pay Request #	5
Work Performed Through:	09/30/17

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: 09/18/17
Owner: Library Associates, LLC

Description of Work: Painting & Wallcovering

Original Contract Amount	$698,480.00	
Change Order Total	$61,880.76	
Through C/O #: 1		
Total Revised Contract	$760,360.76	
Previous Work Performed to Date(SSR)	$91,701.76	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$16,025.00	
New Work Performed to Date	$107,726.76	
Less 10 % Retainage	$10,772.68	
Amount Earned to Date	$96,954.08	
Less Previous Net Billings	$82,531.58	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$14,422.50	

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: 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**		
09/30/17	13026400 - 05	13026400 . PE# 05 . 17.09		
Gross Amount		**Retainage Amt**	**Net Amount**	
$16,025.00		$801.25	$14,422.50	
Trade Account?	**Tax Code**	**Pay Item & Cost Code**		**Accrue Tax?**
NO		400.50991000.40		NO

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

Approvals:
PM / Date
CA 09/18/17
PA / Date
APA / Date

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APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO OWNER:
Library Associates LLC

PROJECT:
Hotel at Marion Square
404 King Street
Charleston SC 29403

APPLICATION NO 5

PERIOD TO: 9/30/2017

Distribution to:
- [ ] OWNER
- [ ] ARCHITECT
- [X] CONTRACTOR
- [ ]
- [ ]

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		$ 61,880.76
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 760,360.76
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 107,726.76
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	$ $10,772.68	
b. ____ % of Stored Material (Column F on G703)	$ Included in above	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 10,772.68
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 96,954.08
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 82,531.58
8. CURRENT PAYMENT DUE		$ 14,422.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 663,406.68

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Change Orders Approved	$61,880.76	
Total Change Orders Pending		
TOTALS	$61,880.76	$0.00
NET CHANGES by Change Order	$61,880.76	

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: 9/18/2017

State of: South Carolina County of: Charleston
Subscribed and sworn to before me this 19th of Sept 2017
Notary Public: _____
My Commission expires: 08/09/2026

ERICA HITCHCOCK NOTARY PUBLIC SOUTH CAROLINA MY COMMISSION EXPIRES 08/09/2026

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 - 21848

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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: 9/18/2017
PERIOD TO: 9/30/2017
ARCHITECT'S PROJECT NO: 13026000

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION	THIS PERIOD					
	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	$0.00		$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	$6,400.00		$19,200.00	75.00%	$6,400.00	$1,920.00
	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 - 21849

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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	$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		$1,500.00	$0.00	$1,500.00	25.00%	$4,500.00	$150.00
	Lobby 1st Coat	$5,500.00		$1,375.00	$0.00	$1,375.00	25.00%	$4,125.00	$137.50
	Lobby 2nd Coat	$4,500.00		$1,125.00	$0.00	$1,125.00	25.00%	$3,375.00	$112.50
	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		$3,000.00		$3,000.00	75.00%	$1,000.00	$300.00
	Spa 1st Coat	$3,500.00		$2,625.00	$0.00	$2,625.00	75.00%	$875.00	$262.50
	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	$0.00	$1,800.00	100.00%	$0.00	$180.00
CO4	2nd Pedestal Mock Ups	$1,800.00	$1,800.00	$0.00	$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
	LL 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	$0.00	$1,067.28	100.00%	$0.00	$106.73
	GRAND TOTALS	$760,360.76	$91,701.76	$16,025.00	$0.00	$107,726.76	14%	$652,634.00	$10,772.68

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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 $ 14,422.50 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 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 18th day of September, 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

The foregoing instrument was acknowledged before me this 19th day of September, 20 17 by Scott McCormack, _____ of 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

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

Balfour Beatty
Construction

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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 $**14,422.50**,
(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 **September 30**, 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

Updated as of 6/30/2013

or potential, bond right or claim, or contractual right or claim for payment with respect to any Work performed, rendered, supplied or furnished by Subcontractor prior to the Release Date; and, (2) all persons and entities that have performed or rendered labor or services, or supplied

or furnished materials, equipment, furniture and furnishings, to Subcontractor in connection with the Work have been paid in full, or upon receipt of the payment described above will be paid in full, all undisputed amounts, and Subcontractor has no knowledge of the filing of any lien, claim of lien, bond claim or contractual claim for payment by any such person or entity with respect to the Project.

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

Given under hand and seal this 18th day of September, 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 18th day of September, 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 (Notary Seal)

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

Updated as of 6/30/2013

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DaNeur Beauty

TIER RELEASE SCHEDULE & OCIP CONFIRMATION LOG

Job Name	[Name Between Lines]
Job #	13036400
Date Prepared	7/12/2017
PRIME SUB'S NAME	SBT Group, LLC dba Ideal Professional Coatings
Attachment for Pay Item #	5
For Month Ending	7/31/2017

A	B	C	D	E	F		G		H	I	J		K
Subcontractor/Supplier List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if this is based on 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 dollars amount tier billed for work/materials to date:	Tier's most recent invoice is dated thru this date:	Tier's most recent release is dated through this date:	Tier's most recent release is PARTIAL or FINAL? Select One		Comments:
SAMPLE TIER 123 Example Dr. Bethlehem, NC 28607 919-434-1711	yes - PIT	NO	N/A		YES	NO	YES	NO	$12,123.00	4/27/2010	3/31/2010	PARTIAL	FINAL	thru March 2010
Sherwin Williams 2800 Century Parkway NE Suite 850 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	$10,329.00	6/15/2017	7/31/2017	X		
Coast Appeals Restaurant Group 4700 Broad Circle Unit 43 Charleston, SC 29418	Yes	NO	N/A	No		X	X		$8,440.00	2/10/2017	2/10/2017	X		
Vanta Fire Finishes PO Box 1714 Mt Pleasant, SC 29465	Yes	No	N/A	No		X	X		3805.00	2/15/2017	10/21/2016	X		
Glenda Floor Restorat 709 E Aiken Ave 612 Charleston, SC 29405	Yes	No	N/A	No		X	X		11,000.00	6/5/2017	6/6/2017	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	

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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 Professional 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 $ 6,714.51,
(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 July 31, 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

Updated as of 6/29/2013

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 18th day of September, 2017.

Sherwin Williams Company
(Company Name)

By: [signature] ASFS

Its: Area Sup. Fin. Services Coastal

STATE OF Georgia

COUNTY OF DeKalb

The foregoing instrument was signed, sealed and acknowledged before me this 18th day of September, 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: 2/9/2021

(Notary Seal)

L BAFFOE NOTARY PUBLIC DEKALB COUNTY, GEORGIA

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Balfour Beatty
Construction

Request for Payment

Pay Request # 9
Work Performed Through: 09/30/17

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: 07/20/17
Owner: Library Associates, LLC

Description of Work: Tile

Original Contract Amount	$3,348,828.00	
Change Order Total Through C/O #: 1	-$9,802.00	
Total Revised Contract	$3,339,026.00	
Previous Work Performed to Date(SSR)	$1,783,663.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site		
Current Month Gross	$190,464.50	
New Work Performed to Date	$1,974,127.50	
Less 10 % Retainage	$197,412.75	
Amount Earned to Date	$1,776,714.75	
Less Previous Net Billings	$1,605,296.70	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$171,418.05	

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**		
09/30/17	13026000 - 09	13026000 . PE# 09 . 17.09		
Gross Amount		**Retainage Amt**	**Net Amount**	
$190,464.50		$9,523.23	$171,418.05	
Trade Account?	**Tax Code**	**Pay Item & Cost Code**		**Accrue Tax?**
NO				NO

Halt 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: 2302128776
Draw: CL201709SeptRev
Invoice date: 9/26/2017
Period ending date: 9/30/2017

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		$1,974,127.50
Add-ons to date	$0.00	
Taxes to date	$0.00	
Less retainage	$197,412.75	
Total completed less retainage		$1,776,714.75
Less previous requests	$1,605,296.70	
Current request for payment		$171,418.05
Current billing		$190,464.50
Current additional charges	$0.00	
Current tax	$0.00	
Less current retainage	$19,046.45	
Current amount due		$171,418.05
Remaining contract to bill	$1,562,311.25	

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 Mullen

Date:

DIANA F COLE NOTARY PUBLIC WAKE COUNTY, N.C. COMMISSION EXPIRES AUG 30, 2022

State Of North Carolina County Of Wake

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

Notary Public Diana F Cole

My commission expires: 8/30/2022

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REQUEST FOR PAYMENT DETAIL

Project: SC5-104 / Hotel at Marion Square Invoice: 2302128776 Draw: CL201709SeptRev Period Ending Date: 9/30/2017

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	14,232.40			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	51,653.60			51,653.60	80.00	12,913.40	5,165.36
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	

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REQUEST FOR PAYMENT DETAIL

Project: SC5-104 / Hotel at Marion Square Invoice: 2302128776 Draw: CL201709SeptRev Period Ending Date: 9/30/2017

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	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	84,880.60			84,880.60	95.00	4,467.40	8,488.06
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	50,036.50			50,036.50	95.00	2,633.50	5,003.65

R - 21861

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REQUEST FOR PAYMENT DETAIL

Project: SC5-104 / Hotel at Marion Square Invoice: 2302128776 Draw: CL201709SeptRev Period Ending Date: 9/30/2017

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
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	13,904.10		139,041.00	100.00		13,904.10
01070	4th Flr Guest Room Floors - L	89,652.00	17,930.40	62,756.40		80,686.80	90.00	8,965.20	8,068.68
01071	4th Flr Guest Room Walls - M	78,124.00	70,311.60	7,812.40		78,124.00	100.00		7,812.40
01072	4th Flr Guest Room Walls - L	50,373.00	10,074.60	35,261.10		45,335.70	90.00	5,037.30	4,533.57
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	2,974.00		17,844.00	60.00	11,896.00	1,784.40
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		35,253.00		35,253.00	45.00	43,087.00	3,525.30
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 - 21862

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REQUEST FOR PAYMENT DETAIL

Project: SC5-104 / Hotel at Marion Square Invoice: 2302128776 Draw: CL201709SeptRev Period Ending Date: 9/30/2017

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
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	16,251.75	32,503.50		48,755.25	75.00	16,251.75	4,875.52
CO 01	Deduct to modify work	-19,085.00	-15,268.00			-15,268.00	80.00	-3,817.00	-1,526.80
CO 02	Zero Change order								
CO 03	Guestroom Mockup Glass	9,283.00						9,283.00	
	Totals	3,339,026.00	1,783,663.00	190,464.50		1,974,127.50	59.12	1,364,898.50	197,412.75

R - 21863

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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 $ 171,418.05 (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 9/30/2017 (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, 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 September 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 September 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: Diana F Cole
Notary Public

My Commission expires: 8/30/2022

DIANA F COLE NOTARY PUBLIC WAKE COUNTY, N.C. COMMISSION EXPIRES AUG. 30, 2022

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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 $ 171,418.05 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 September, 2017, excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY ON 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 September, 2017.

Signed, sealed and delivered
in the presence of:

_____
Signature

_____
Print Name

David Allen Company, Inc.
a North Carolina corporation

Joseph B Martin
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 September, 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 COMISS NOTARY PUBLIC AUG 30 2022 WAKE COUNTY NC

Diana Hale
NOTARY PUBLIC, STATE OF North Carolina

My Commission Expires: 8/30/2022

DAVID ALLEN COMPANY

Change Order Log

Job Name:	**The Hotel at Marion Square**
Job Number:	**SC5-104-01**
GC/CM:	**Balfour Beatty**
PCO Location:	PCO Folder

Cost Incurred/Pending CO vs. Contract Value

6.575%

	DAC PCO#	Change Description	GC Ref.	Date Submitted	Amount	Approved	Change Order #	Cost Incurred/ Pending CO/Pymt	No Cost Incurred/ Pending CO	CO Status
$3,348,828		Original Contract			$3,348,828					
-	1	Add Trend Glass at QQ Guest Room		12/22/15	307,127	-		-	-	Rejected
$9,283	2	Add Trend Glass at QQ Mock Up Room		3/22/16	9,283	$9,283	3	-	-	Approved
-	3	Add for Mock up Changes		3/22/16	5,713	-		$5,713	-	Complete / Pending
-	4	Mud at 221B and 222B		4/27/16	565	-		-	$565	Submitted/Pending
($19,085)	5	Delete QT-2 & 3 add epoxy flooring(Dept. 17)			-19,085	($19,085)	1	-	-	Approved
($45,200)	6	IHCO 01A Delete QT-2 & 3 add epoxy flooring(Dept. 17)			-45,200	($45,200)	IHCO 01A	-	-	Approved
-	7	Cost Impack Through April 30, 2017		6/20/17	35,104	-		$35,104	-	Complete / Pending
-	8	Credit for SF-09 Thin Brick Wall at Roof Top Bar		7/3/17	-16,810	-		-	($16,810)	Submitted/Pending
-	9	SI-48 Add of Shower & Wine Cabinet Tile		7/21/17	14,138	-		-	$14,138	Submitted/Pending
-	10	RFI-0166 Roof Top Bar		8/22/17	4,405	-			$4,405	Submitted/Pending
-	11	Extra Work Ticket - Level off floors in 2nd floor gang restrooms.		7/21/17	8,266	-		$8,266	-	Complete / Pending
-	12	Creating Proper Slope on Individual Planes on 6th Floor Terrace		7/21/17	16,970	-		$16,970		Complete / Pending
-	13	Creating Proper Slope on Individual Planes on 6th Floor Terrace		7/21/17	24,148	-		$24,148	-	Complete / Pending
-	14	Extra Work Ticket - Surface Prep & Providing Proper Slope on 3rd Floor		7/21/17	5,303	-		$5,303	-	Complete / Pending
-	15	Flat Door Openings on 6th Floor West Side Terrace		7/21/17	2,999	-		$2,999	-	Complete / Pending
-	16	Prep Work on 9th Floor Roof Terrace		7/21/17	14,388	-		$14,388	-	Complete / Pending
-	17	Finish Mud Bed on Last two 9th Floor Cabanas		7/21/17	8,469	-		$8,469		Complete / Pending
-	18	Finish Mud Bed on North Side of Pool Deck 9th Floor		7/21/17	37,244	-		$37,244	-	Complete / Pending
-	19	Finish Mud Bedfor 80% South Side of Pool Deck 9th Floor		7/21/17	32,401	-		$32,401	-	Complete / Pending
-	20	Extra Work Ticket - Self Level & Raise 1st Floor Public Restroom		7/21/17	2,708	-		$2,708	-	Complete / Pending
-	21	Extra Work Ticket - Sloping on 9th Floor Pool & Cabana		7/24/17	22,856	-		$22,856	-	Complete / Pending
$0	22	Revised Schedule (4/11/16)		4/20/16	0	$0			-	Approved
-	23	Supplemental Instructions - 37 Credit		8/22/17	-2,430	-		-	($2,430)	Submitted/Pending
$0	24	Model Room Revisions 8 - Changes (In Progress)		8/22/17		$0		-	-	
-	25	ADA Guestroom Bath Drainage Tile Cut		8/22/17	3,511	-		-	$3,511	Submitted/Pending
-	26	Supplemental Instructions - 41 Marble Sills Credit & Countertop Add		8/22/17	-12,249	-			($12,249)	Submitted/Pending
$3,293,826	Current Contract				*$459,824*	*-$55,002*		*$216,569*	*-$8,870*	

R - 21866

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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 #:		9
for Month Ending:		9/30/2017

A	B	C	D	E	F		G	H	I	J		K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)		Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: *(as need on releases)*	Tier's most recent release is PARTIAL or FINAL? Select One		Comments:
SAMPLE TIER *123 Example Dr.* *Somewhere, NC 27607* *919-834-1234*	*yes - PIT*	*NO*	*N/A*		*YES*	*NO*	*$12,123.00*	*4/27/2010*	*3/31/2010*	*PARTIAL*	*FINAL*	*thru March 2010*
Ceramic Technics	No				Yes		$478,700.84	7/20/2017	8/31/2017	PARTIAL		
Daltile	No				YES		$43,364.67	9/20/2017	8/31/2017	PARTIAL		
Emser Tile	No				YES		$59,838.65	6/9/2017	8/31/2017	PARTIAL		
Palmetto Tile	No				YES		$7,111.87	9/1/2017	None			
D & S Flooring Corp.	No				YES		$6,048.00	4/4/2017	7/31/2017	PARTIAL		
Jeff Seibert	No				YES		$15,400.75	9/19/2017	6/30/2017	PARTIAL		
Vicvilla Tile LLC	No				YES		$287,293.95	9/19/2017	8/31/2017	PARTIAL		
Dur-a-Flex Inc.	No				YES		$13,639.16	5/22/2017	8/31/2017	PARTIAL		
Triangle Epoxy Floors LLC	No				YES		$11,700.00	5/30/2017	7/30/2017	PARTIAL		

R - 21867

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Balfour Beatty

Hotel at Marion Square - Subcontractor Pay Application Checklist

Pay Applicaton Thru:

Item Description	Submitted	Reviewed	Comments
Application for Payment Documentation			
Request for Payment / Payment Application standard BBC form - all subcontractors must use	9/20/2017		
Schedule of Values (SOV) - matches AIA G703	9/20/2017		
Conditional Waiver and Release on Progress Payment	9/20/2017		
Subguard Sub-Tier / Supplier Releases - form submitted by subcontractor that tells us who needs to be joint checked	9/20/2017		
Subcontractor Supplier Invoices - back up for joint checks, if applicable	N/A		
Subcontractor Joint Check List - internal form used when joint checks are required	N/A		
Approved certificate of insurance through the payment requisition date	N/A		
Stored materials back up documentation, if applicable	N/A		
Owner Waiver	9/20/2017		
If applicable, subcontractor change request log (for purposes of verifying with the project cost event logs)	N/A		

R - 21868

Function Owner Nancy Novak
Document Owner Tammy Yang
UNCONTROLLED WHEN PRINTED OR DOWNLOADED

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DEFENDANT LIBRARY ASSOCIATES,

LLC'S TRIAL EXHIBIT #136

Part 1 of 2

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BBC v. LIBRARY ASSOCIATES

2019-CP-10-01108

PAY APPLICATION #31

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	31 10/01/2017 10/31/2017
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		
	$ -	
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: 11/9/17

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)		$ 50,969,945.60
5. RETAINAGE:		
a.	10 % of Completed Work $ 4,769,745.76	
b.	10 % of Stored Materials $ 12,277.40	
Total Retainage (Line 5a + 5b or Total in Column J of G703)		$ 4,782,023.16
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 46,187,922.44
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 44,456,317.36
8. CURRENT PAYMENT DUE		$ 1,731,605.08
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$ 16,342,266.25

State of : South Carolina County of: Charleston

Subscribed and sworn to before me this 9 day of Nov. 17

Notary Public: _____

My commission expires: 1-8-2025

1,731,605.08

AMOUNT CERTIFIED $ _____

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

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.

ARCHITECT: WINFORD LINDSAY ARCHITECT

By: Jennifer Faulkinberry Date: 11-14-17

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

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CONTINUATION SHEET

APPLICATION AND CERT[illegible]TE FOR PAYMENT
containing Contractor's signed [illegible] is attached.
In tabulations below, amounts a[illegible]d to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

CONTINUATION G703

[illegible]IECT # 13026000
[illegible]ECT THE HOTEL AT MARION SQUARE
CHARLESTON, SC
0 LIBRARY ASSOCIATES, LLC.

APPLICATION NU 31
PERIOD F 10/01/2017
PERIOD TO 10/31/2017

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 (D + E)	% COMPLETE (F/C3)	BALANCE TO FINISH (C3 - F)	RETAINAGE
			-1-	-2-		-3-							
1	G/C'S	GENERAL CONDITIONALS (28 months)	3,216,855.00	-	-	3,216,855.00	3,216,855.00		-	3,216,855.00	100.0%	-	321,685.50
2						-	-	-	-	-	-	-	-
3		SUBCONTRACTS / COST OF WORK				-	-	-	-	-	-	-	-
4	GENERAL					-	-	-	-	-	-	-	-
5	00A	STAGING AND LOGISTICS	821,074.00			821,074.00	777,288.02	8,191.19	-	785,479.21	95.7%	35,594.79	78,547.92
6	01A	GENERAL TRADES	875,833.00			875,833.00	38,190.00	90,464.75	-	128,654.75	14.7%	747,178.25	12,865.48
7	SITE					-	-	-	-	-	-	-	-
8	02A	SITEWORK	1,632,494.00		(16,766.05)	1,615,727.95	1,384,691.00	24,694.56	-	1,409,385.56	87.2%	206,342.39	119,157.36
9	02J	HARDSCAPE, LANDSCAPE & IRRIGATION	317,316.00			317,316.00	-	-	-	-	0.0%	317,316.00	-
10	02K	SITE DEMOLITION ALLOWANCE	80,000.00			80,000.00	57,509.27	-	-	57,509.27	71.9%	22,490.73	5,750.93
11	STRUCTURE												
12	02L	DEEP FOUNDATIONS	2,228,614.00		(100,000.00)	2,128,614.00	1,778,278.00	-	-	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		72,215.23	2,450,565.23	2,397,969.14	50,810.00	-	2,448,769.14	99.9%	1,796.09	244,876.91
15	05A	MISC. METALS	2,474,750.00		22,097.00	2,496,847.00	1,565,632.01	(25,000.00)	45,000.00	1,585,632.01	63.5%	911,214.99	158,563.20
16	SHELL					-	-	-	-	-	-	-	-
17	07A	ROOFING	855,698.00			855,698.00	836,280.38	15,993.20		852,273.58	99.6%	3,424.42	85,227.36
18	07B	WATERPROOFING/ CAULKING	742,900.00		21,977.00	764,877.00	731,467.71	31,200.00		762,667.71	99.7%	2,209.29	76,266.77
19	07E	STUCCO	913,038.00		392,246.36	1,305,284.36	1,154,309.75	95,173.05	-	1,249,482.80	95.7%	55,801.56	124,948.28
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	423,345.00	-	676,264.00	52.7%	607,333.00	67,626.40
23	08H	INTERIOR GLAZING	1,154,577.00		926,818.50	2,081,395.50	1,571,096.30	49,873.20	-	1,620,939.50	77.9%	460,456.00	162,093.95
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	43,200.00	25,789.00		69,989.00	85.9%	11,481.00	6,998.90
28	05A	INTERIORS ORNAMENTAL METALS	230,000.00		(81,470.00)	148,530.00	-	-	-	-	0.0%	148,530.00	-
29	06A	ROUGH CARPENTRY	211,677.00		35,000.00	246,677.00	227,008.04	2,822.95	-	229,830.99	93.2%	16,846.01	22,983.10
30	08D	DOORS, FRAMES, AND HARDWARE	1,606,746.00		(14,113.28)	1,592,632.72	237,088.24		-	237,088.24	14.9%	1,355,544.48	23,708.82
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	19,966.00	-	-	19,966.00	15.0%	113,387.00	1,996.60
33	09A	METAL STUD FRAMING & DRYWALL / ACCOUSTICAL CEILINGS	3,717,093.00		529,362.00	4,246,455.00	3,913,344.79	81,808.95	-	3,995,153.74	94.1%	251,301.26	399,515.37
34	10A	SPECIALTIES	606,681.00			606,681.00	41,520.00		-	41,520.00	6.8%	565,161.00	4,152.00
35	10C	OPERABLE PARTITIONS	83,437.00			83,437.00	23,889.00	52,980.50	-	76,869.50	92.1%	6,567.50	7,686.95
36	11A	EQUIPMENT (PARKING LIFTS)	481,755.00			481,755.00	400,602.20	-	-	400,602.20	83.2%	81,152.80	40,060.22
37	11B	KITCHEN EQUIPMENT	-	-	984,873.00	984,873.00	857,656.97	-		857,656.97	87.1%	127,216.03	85,765.70
38	13A	POOL	365,864.00		32,450.00	398,314.00	287,560.00	-	-	287,560.00	72.2%	110,754.00	28,756.00
39	14A	ELEVATORS	1,475,219.00		120,795.07	1,596,015.07	1,166,485.00	263,869.00	-	1,430,354.00	89.6%	165,661.07	143,035.40
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		479,200.00	8,497,342.00	8,311,896.36	93,144.00		8,405,040.36	98.9%	92,301.64	840,504.04
44	15D	FIRE PROTECTION	466,920.00			466,920.00	441,786.00	2,639.00	-	444,425.00	95.2%	22,495.00	44,442.50
45	16A	ELECTRICAL	3,963,792.00		369,151.86	4,332,943.86	4,117,038.25	59,700.37	-	4,176,738.63	96.4%	156,205.23	417,673.86
46	FINISHES									-			
47	06B	FINISH CARPENTRY & CUSTOM MILLWORK	2,105,485.00	-	-	2,105,485.00	983,550.00	58,179.00	77,774.00	1,119,503.00	53.2%	985,982.00	111,950.30
48	09B	FLOORING	397,147.00	-	(19,085.00)	378,062.00	-	2,700.00	-	2,700.00	0.7%	375,362.00	270.00
49	09D	PAINTING & WALLCOVER	619,814.00	-	11,480.00	631,294.00	107,726.76	102,821.61	-	210,548.37	33.4%	420,745.63	21,054.84
50	09E	STONE & HARD TILE	3,568,850.00	-	-	3,568,850.00	1,974,127.50	242,104.35	-	2,216,231.85	62.1%	1,352,618.15	221,623.19
51	OCO 1	RCO 1, RCO 4, RCO 5, RCO 6, RCO 8, RCO 10, RCO 12	-	274,953.15	(274,953.15)	-	-	-	-	-	#DIV/0!	-	-
52	OCO 2	RCO 3, RCO 7, RCO 11, RCO 15, RCO 32,	-	80,241.74	(80,241.74)	-	-	-	-	-	#DIV/0!	-	-
53	OCO 3	RCO 14, RCO 27R1, RCO 9R1, RCO 20R1	-	1,048,791.54	(1,048,791.54)	-	-	-	-	-	#DIV/0!	-	-
54	OCO 4	RCO 17R1, RCO 40	-	12,874.68	(12,874.68)	-	-	-	-	-	#DIV/0!	-	-
55	OCO 5	RCO 22, RCO 28, RCO 33, RCO 47, RCO 50, RCO53, RCO 66, RCO 68, RCO 77, RCO 81		65,161.71	(56,009.92)	9,151.79	-	-	-	-	0	9,151.79	-
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	(369,310.84)	-	-	-	-	-	#DIV/0!	-	-
57	OCO 7	RCO 19, RCO 23R1, RCO 25, RCO 25R3, RCO 31, RCO 38, RCO 55, RCO 58, RCO 61, RCO 62, RC		1,178,513.75	(1,178,513.75)	-	-	-	-	-	#DIV/0!	-	-
		SUBTOTAL	55,649,936.00	3,029,847.41	-	58,679,785.41	46,432,172.63	1,754,304.68	122,774.00	48,309,251.31	82.3%	10,370,534.10	4,656,316.13

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CONTINUATION SHEET

APPLICATION AND CERTI[illegible]TE FOR PAYMENT
containing Contractor's signed [illegible]; is attached.
In tabulations below, amounts a[illegible]d to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

[illegible]JECT # 13026000
[illegible]ECT THE HOTEL AT MARION SQUARE
CHARLESTON, SC
0 LIBRARY ASSOCIATES, LLC.

CONTINUATION G703

APPLICATION NU 31
PERIOD [illegible] 10/01/2017
PERIOD TO 10/31/2017

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 (D + E)	% COMPLETE (F/C3)	BALANCE TO FINISH (C3 - F)	RETAINAGE
		-1-	-2-		-3-							
58	CONSTRUCTION CONTINGENCY (2.25%)	1,060,688.00	-	-	1,060,688.00	-	-	-	-	0.0%	1,060,688.00	-
59	SPECIALTY SPACE SUPERVISION - NBM	100,000.00	-	-	100,000.00	-	-	-	-	0.0%	100,000.00	-
60	GENERAL LIABILITY INSURANCE (1%)	595,280.00	33,336.76	-	628,616.76	626,616.76		-	626,616.76	99.7%	2,000.00	-
61	SUBGUARD (1.25%)	670,160.00	40,068.22	-	710,228.22	710,228.22	-	-	710,228.22	100.0%	(0.00)	-
	SUBTOTAL	58,076,066.00	3,103,252.38	-	61,179,318.38	47,769,017.61	1,754,304.68	122,774.00	49,646,096.29	81.1%	11,533,222.09	4,656,316.13
62	FEE (2.5%)	1,451,902.00	82,189.31		1,534,091.31	1,210,143.34	46,926.97		1,257,070.31	81.9%	277,021.00	125,707.03
	TOTAL CONSTRUCTION COST	59,527,968.00	3,185,441.69	-	62,713,409.69	48,979,160.95	1,801,231.65	122,774.00	50,903,166.60	81.2%	11,810,243.10	4,782,023.16
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	49,045,939.95	1,801,231.65	122,774.00	50,969,945.60	81.2%	11,810,243.10	4,782,023.16
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	49,045,939.95	1,801,231.65	122,774.00	50,969,945.60	81.5%	11,560,243.10	4,782,023.16

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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 $ 1,731,605.08 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, 106, 112, 115, 118, 122, 123, 129, 130, 131, 132, 134, 136, 140, 141, 143, 144, 146, 148, 150, 151, 152, 153, 154, 156, 158, 159, 160, 161, 162, 163, 164, 166, 167, 168, 169, 171, 174, 175, 176, 177, 178, 179, 180.

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 October 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: $ 43,508,608.29

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 9 day of November, 2017.

Signed, sealed and delivered
in the presence of:

_____
Signature

_____
Print Name

Balfour Beatty Construction, LLC
a Delaware limited liability company

_____
Signature
Nick Starcevic, Project Manager
Print Name & Title

STATE OF SC

COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 9 day of Nov, 2017 by Nicholas 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 SC DL (type identification) as identification.

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

Stored Materials Inventory

Form #4b

BORROWER:	Library and Associates, LLC	DATE:	11/6/2017
PROJECT NAME:	The Hotel at Marion Square	DRAW #	31
GENERAL CONTRACTOR	Balfour Beatty Construction, LLC	PERIOD ENDING DATE:	10/31/2017

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	$0.00	$0.00	$0.00	$0.00	$0.00
	Decorative Metal	White House, TN	Tate Ornamental	$101,384.01	$45,000	$0.00	$146,384.01	$14,638.40
	Electrical	N. Charleston, SC	Watson Elect	$304,087.00	$0.00	$162,000.00	$142,087.00	$14,208.70
	Millwork (Guestrooms)	Ladson, SC	Low Country	$184,881.00	$62,746	$6,674.00	$240,953.00	$24,095.30
	Millwork (L1, L2, L9)	Ladson, SC	Low Country	$0.00	$15,028.00	$0.00	$15,028.00	$1,502.80
	Hard Tile	Lexington, SC	David Allen	$552,648.30	$0.00	$0.00	$552,648.30	$55,264.83
	Kitchen Equipment	Winston Salem, NC	Trimark	$0.00	$0.00	$0.00	$0.00	$0.00
	Windows	York, PA	1st Choice Glass	$0.00	$0.00	$0.00	$0.00	$0.00
	HVAC / Plumbing	Florence, SC	BMCC	$341,341.02	$0.00	$0.00	$341,341.02	$34,134.10
	Smoke Guards	Pineville, NC	Maxson	$0.00	$0.00	$0.00	$0.00	$0.00
	Arristile	Charlotte, NC	Superior Stone	$40,700.00	$0.00	$40,700	$0.00	$4,700.00
	TOTALS			$1,902,391.33	$122,744.00	$209,374.00	$1,515,791.33	$151,579.13

R - 21875

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Balfour Beatty
Construction

Owner – Architect Notification Log – October 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.
16. Notification of Delay and Cost Impact – Hurricane Irma	Notice submitted, BBC to submit pricing and impact in 30 days.

R - 21876

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Balfour Beatty
Construction

Request for Payment

Pay Request # PE05
Work Performed Through: 10/31/17

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: 10/20/17
Owner: Library & Associates

Description of Work: Rental Equipment

Original Contract Amount	$19,399.36	
Change Order Total	$64,078.22	
Through C/O # 0		
Total Revised Contract	$83,477.58	
Previous Work Performed to Date(SSR)	$75,286.39	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$8,191.19	
New Work Performed to Date	$83,477.58	
Less 0 % Retainage	$0.00	
Amount Earned to Date	$83,477.58	
Less Previous Net Billings	$75,286.39	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$8,191.19	

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**		
10/31/17	13026400 - PE05	13026400 . PE# PE05 . 171031		
Gross Amount		**Retainage Amt**	**Net Amount**	
$8,191.19		$409.58	$8,191.19	
Trade Account?	**Tax Code**	**Pay Item & Cost Code**		**Accrue Tax?**
NO		400 30160500.35		NO

Halt Codes: 03- Cond Prog

Approvals:
PM / Date
CA 10/20/17
PA / Date
APA / Date

ELECTRONICALLY FILED - 2023 May 16 2:32 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

EXHIBIT A

Sunbelt Rentals

Marion Square

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

October 31, 2017

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		
6/29/2017	69061999-0003	$ 1,366.10		
6/29/2017	69826594-0002	$ 1,176.51		
8/4/2017	70811403-0002	$ 8,403.41		
8/10/2017	70952956-0001	$ 2,209.27		
8/12/2017	69599520-0003	$ 1,791.47		
8/17/2017	70811403-0003	$ 35.97		
8/21/2017	69810419-0003	$ 5,658.93		
8/23/2017	70811403-0004	$ 2,474.85		
8/30/2017	71375435-0001	$ 705.57		
9/7/2017	70952956-0002	$ 1,762.89		
9/8/2017	72184619-0001	$ 173.65		
9/9/2017	69599520-0004	$ 1,791.47		
9/18/2017	71375435-0002	$ 220.75		
9/18/2017	69810419-0004	$ 5,658.93		
9/20/2017	72165300-0001	$ 867.31		
9/28/2017	7052956-0003		$ 740.79	
10/7/2017	69599520-0005		$ 1,791.47	
10/16/2017	69810419-0005		$ 5,658.93	
		$ 75,286.39	$ 8,191.19	

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SUNBELT RENTALS

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

INVOICE NO.	69810419-0005
ACCOUNT NO.	187039
INVOICE DATE	10/16/17
PAGE	1 of 1

RECEIVED
OCT 23 2017
By

INVOICE TO

1oz - 1055 - 1321
BBC-CHARLOTTE-MAIN OFFICE ONLY
1930 CAMDEN RD
CHARLOTTE NC 28203-4777

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

704-319-4000

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

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 9/29/17 THRU 10/26/17.

Batch # 2581799
Doc # 1556091
Paid 10/24/17

Vendor # 118582 PA CA 10/24/17

Bus. unit/Job#	Cost Type/ Object Acct	Cost Code/ Subsidiar	Amount
1302400	42085	1014200	$ 5,658 93
			$
MGR APPROVAL	LESS Retainage		$
			$

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

ELECTRONICALLY FILED - 2023 May 16 2:32 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

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

SUNBELT RENTALS

RECEIVED
OCT 10 2017
By

INVOICE NO.	70952956-0003
ACCOUNT NO.	187039
INVOICE DATE	9/28/17
PAGE	1 of 1

INVOICE TO

1oz - 881 - 1071
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	Spanno, Tim
CONTRACT NO.	70952956
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	CONCRETE GRINDER DUAL DISC ELECTRIC 879262 Make: EDCO Model: 2ECNG1.5 Ser #: 160510012 Billed from 9/18/17 thru 9/22/17 #CALL WHEN AVAIALBLE	130.00	130.00	430.00	895.00	430.00
1	VACUUM DUST EXTRACTOR 120V 120-200CFM 900356 Make: EDCO Model: VAC200 Ser #: 160506	81.00	81.00	240.00	700.00	240.00
	Rental Sub-total:					670.00

SALES ITEMS:

Qty	Item number	Unit	Price	
1	ENVIRONMENTAL ENVIRONMENTAL	EA	9.620	9.62

FINAL BILL: 9/18/17 03:00 PM THRU 9/22/17 05:00 PM.

Batch # 2524284
Doc # 1550978
Paid: 10/12/17

Vendor # 118582 PA CA 10/11/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
1302640D	42035	10142200	$ 740.09
			$

MGR APPROVAL

LESS Retainage Withheld $

$

Payment number: 216508
Payment date: 10/12/17

Equipment. Service. Guaranteed.

SUBTOTAL	679.62
SALES TAX	61.17
INVOICE TOTAL	740.79

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-21880

RENTAL RETURN

ELECTRONICALLY FILED - 2023 May 16 2:32 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

SUNBELT RENTALS

SEND ALL PAYMENTS TO:

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

RECEIVED
OCT 16 2017
By

INVOICE NO.	69599520-0005
ACCOUNT NO.	187039
INVOICE DATE	10/07/17
PAGE	1 of 1

INVOICE TO

1oz - 1285 - 1664
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.	69599520
PURCHASE ORDER NO.	404
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	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	Amount
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 9/22/17 THRU 10/19/17.

Vendor # 118832 PA CA 10/17/17

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

MGR APPROVAL

LESS Retainage Withheld $

$

Batch # 252703
Doc # 1553214
Paid 10/17/17

Equipment. Service. Guaranteed.

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

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.

4 WEEK BILL

ELECTRONICALLY FILED - 2023 May 16 2:32 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request # 2
Work Performed Through: 10/31/17

Subcontractor's Name: Westley Contract Services, LLC
Subcontractor's Address: 6175 Northbelt Parkway A-1
Norcross, GA 30071

Phone Number: 770-797-9400
Fax Number: 770-797-9404

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 10/06/17
Owner: Library Associates, LLC

Description of Work: FFE

Original Contract Amount	$337,475.00	
Change Order Total	$11,391.00	
Through C/O #: 0		
Total Revised Contract	$348,866.00	
Previous Work Performed to Date(SSR)	$52,414.75	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$38,050.00	
New Work Performed to Date	$90,464.75	
Less % Retainage	$8,340.00	
Amount Earned to Date	$82,124.75	
Less Previous Net Billings	$47,879.75	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$34,245.00	

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

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50540	4292373	13026400	805797
Date	Invoice #	Description		
10/31/17	13026400 - 02	13026400 . PE# 02 . 17.10		
Gross Amount		Retainage Amt	Net Amount	
$38,050.00		$3,805.00	$34,245.00	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO		400.5120001.40		NO

Hold Codes: 02- OWNER FUNDING LTS/Waivers
Owner Waiver
Change Orders-$400.00

Approvals:
PM / Date
CA 10/24/17
PA / Date
APA / Date

ELECTRONICALLY FILED - 2023 May 16 2:32 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:32 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request #	2
Work Performed Through:	10/6/2017

Subcontractor's Name: Westley Contract Services, LLC
Subcontractor's Address: 6175 Northbelt Parkway A-1
Norcross, GA 30071
Phone Number: 770-797-9400
Fax Number: 770-797-9404

Project Name: Hotel at Marion Square Job No.: Date: 10/6/2017
Owner:

Description of Work: Warehousing & Installation

Original Contract Amount	$337,475.00	
Change Order Total Through C/O #: 3	$11,791.00	
Total Revised Contract	$349,266.00	
Value of Work Performed to Date	$90,464.75	
Value of Materials Stored On Site		
Value of Materials Stored Off Site		
Current Month (Stored Materials)		
Total	$90,464.75	
Less 10% Retainage	$8,340.00	
Amount Earned to Date	$82,124.75	
Less Previous Billings/Payments	$47,879.75	
Less Adjustments/Joint Checks		
Less Pending Back Charges		
Total Amount this Requisition	$34,245.00	

Subcontract ☐ Purchase Order ☐
Other Contract Type
Unit Price ☐ Bonded ☐ Lump Sum ☐ Unbonded ☐
Subguard ☐ Alternate Plan ☐

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

Insurance Status
Insurance Expiration Date

Release Attached	Y ☐	N ☐
Tier/Supplier Release if Required	Y ☐	N ☐
Reducing Retention	Y ☐	N ☐
If reducing retainage, reducing 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
$90,464.75	$8,340.00	$34,245.00

Accrue Tax	Tax Code	Pay Item & Cost Code	
YES / NO			

Hold Codes:

Approvals:
PM / Date PA / Date APA / Date

R - 21883

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:
PERIOD FROM:
PERIOD TO:

DISTRIBUTION TO:
- [ ] OWNER
- [x] CONTRACTOR
- [ ] ARCHITECT
- [ ] TRADE CONTRACTOR

FROM (TRADE CONTRACTOR):
Westley Contract Services
6175 Northbelt Parkway A-1
Norcorss, Ga 30071

VIA (Construction Contract):

ARCHITECT'S
PROJECTS NO:

CONTRACT FOR:
CONTRACTOR'S APPLICATION FOR PAYMENT

CONTRACT DATE:

CHANGE ORDER SUMMARY			
Change Orders appr previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		$11,391.00	
Approved this Month			
No.	Date Approved		
3	09/28/2017	400.00	
TOTALS		400.00	$0.00
Net change by Change Orders:			$11,791.00

The undersigned Contractor certifies that to the best of the contractor's knowledge information and belief the Work covered by this Appliction for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Application is made for Payment, as shown below, in connection with the Contract
Continuation Sheet

1. ORIGINAL CONTRACT SUM		$ 337,475.00
2. Net change by Change Orders		$ 11,791.00
3. CONTRACT SUM TO DATE (Line 1 + 2)		$ 349,266.00
4. TOTAL COMPLETED & STORED TO DATE (Column G)		$ 90,464.75
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E)	$ 8,340.00	
b. 10 % of Stored Material (Column F)	$ $0.00	
Total Retainage (Line 5a + 5b or Total in Column I)		$ 8,340.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 82,124.75
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 47,879.75
8. CURRENT PAYMENT DUE		$ 34,245.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$ 267,141.25

CONTRACTOR:
By: Date: 10/6/2017

State of: Georgia County of: Gwinnett
Subscribed and sworn to before me this 6th day of October 2017
Notary Public: Delores Wells
My commission expires: 1/18/21

DELORES WELLS NOTARY PUBLIC GWINNETT COUNTY GEORGIA EXPIRES Jan. 18, 2021

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 $ 34,245.00
(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.

R - 21884

ELECTRONICALLY FILED - 2023 May 16 2:32 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

WESTLEY CONTRACT SERVICES, LLC.

SCHEDULE OF VALUES FOR: Marion Square

DATE: 06 Oct 17

DESCRIPTION OF WORK	SCHEDULED VALUE OF WORK	WORK COMPLETED			PERCENTAGE COMPLETED TO DATE	BALANCE TO FINISH	RETAINAGE TO DATE
		PREVIOUS APPLICATIONS	THIS APPLICATION Number _TWO___	Total Completed To Date			
Warehousing	$117,000.00	$30,000.00	$28,800.00	$58,800.00	26.00%	$58,200.00	$5,880.00
Installation	$177,000.00	$8,850.00	$8,850.00	$17,700.00	10.00%	$159,300.00	$1,770.00
Extras	$43,475.00	$2,173.75	$0.00	$2,173.75	5.00%	$41,301.25	$217.00
CCO 01 Warehouse Add'l Inspect	$4,326.00	$4,326.00	$0.00	$4,326.00	100.00%	$0.00	$433.00
CCO 02 First 8 Containers Cleared	$7,065.00	$7,065.00	$0.00	$7,065.00	100.00%	$0.00	$0.00
CCO 03 Measure Rms	$400.00	$0.00	$400.00	$400.00	100.00%	$0.00	$40.00
				$0.00		$0.00	
				$0.00		$0.00	
				$0.00		$0.00	
				$0.00		$0.00	
				$0.00		$0.00	
				$0.00		$0.00	
				$0.00		$0.00	
TOTALS	$349,266.00	$52,414.75	$38,050.00	$90,464.75			$8,340.00

R - 21885

ELECTRONICALLY FILED - 2023 May 16 2:32 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:32 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 Westley Contract Services, LLC (the "Lienor") for and in consideration of the payment of the sum of $ 34,245.00 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:

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 6th day of October, 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 6th day of October, 2017.

Signed, sealed and delivered
in the presence of:

Signature
Delores Wells
Print Name

Westley Contract Services, LLC
a Limited Liability Corporation

Signature
Robin Money/Senior Project Manager

STATE OF Georgia

COUNTY OF Gwinnett

The foregoing instrument was acknowledged before me this 6th day of October, 2017, by Robin Money of Westley Contract Services, a Limited Liability corporation on, on behalf of the corporation. He/she is personally known to me or has produced Driver License as identification.

NOTARY PUBLIC, STATE OF GEROGIA

My Commission Expires: Jan. 18, 2021

DELORES WELLS NOTARY PUBLIC GWINNETT COUNTY EXPIRES GEORGIA Jan. 18, 2021

ELECTRONICALLY FILED - 2023 May 16 2:32 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request # 1
Work Performed Through: 10/31/17

Subcontractor's Name: Westley Contract Services, LLC
Subcontractor's Address: 6175 Northbelt Parkway A-1
Norcross, GA 30071

Phone Number: 770-797-9400
Fax Number: 770-797-9404

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 10/17/17
Owner: Library Associates, LLC

Description of Work: FFE

Original Contract Amount	$337,475.00	
Change Order Total	$11,391.00	
Through C/O #: 0		
Total Revised Contract	$348,866.00	
Previous Work Performed to Date(SSR)	$0.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$52,414.75	
New Work Performed to Date	$52,414.75	
Less % Retainage	$4,535.00	
Am. . Earned to Date	$47,879.75	
Less Previous Net Billings	$0.00	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$47,879.75	

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

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50540	4292373	13026400	805797
Date	Invoice #	Description		
10/31/17	13026400 - 01	13026400 . PE# 01 . 17.10		
Gross Amount		Retainage Amt	Net Amount	
$52,414.75		$5,241.48	$47,879.75	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO		400.5120001.40		NO

Hall Codes: 02- OWNER FUNDING LTS/Waivers
Owner Waiver
Change Orders-$4326.00 & $7065.00

Approvals:
PM / Date
CA 10/17/17
PA / Date
APA / Date

Per Nick => O.K with not holding retainge on CO #

Balfour Beatty
Construction

Request for Payment

Pay Request # 1
Work Performed Through 9.7.17

Subcontractor's Name: Westley Contract Services, LLC
Subcontractor's Address: 6175 Northeast Pkwy A-1
Norcross, GA 30071
Phone Number: 770.797.9400
Fax Number: 770.797.9404

Project Name: Hotel at Marion Square Job No.: _____ Date: 9.7.17
Owner: _____

Description of Work: _____ ~~needs revised~~

Original Contract Amount	337,475.00	
Change Order Total Through C/O #: 2	11,391.00	
Total Revised Contract	348,886.00	
Value of Work Performed to Date	52,414.75	
Value of Materials Stored On Site		
Value of Materials Stored Off Site		
Current Month Stored Material(s)		
Total	52,414.75	
Less 10 % Retainage	~~4,535.00~~	
Amount Earned to Date	47,879.75	
Less Previous Billings Payments		
Less Adjustments/Joint Checks		
Less Pending Back Charges		
Total Amount this Requisition	47,879.75	

Subcontract ☐ Purchase Order ☐
Other Contract Type _____
Unit Price ☐ Lump Sum ☐
Bonded ☐ Unbonded ☐
Subguard ☐ Alternate Plan ☐

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

Insurance Status _____
Insurance Expiration Date _____

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

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				

Hall Code: _____

Approvals: _____ PM / Date _____ PA / Date _____ APA / Date

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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:
PERIOD FROM:
PERIOD TO:

DISTRIBUTION TO
- [ ] OWNER
- [X] CONTRACTOR
- [ ] ARCHITECT
- [ ] TRADE CONTRACTOR

ARCHITECT'S PROJECTS NO:

FROM (TRADE CONTRACTOR)
Westley Contract Services, LLC
6175 Northbelt Pkwy A-1
Norcross, GA 30071

VIA (Construction Contract)

CONTRACT FOR:
CONTRACTOR'S APPLICATION FOR PAYMENT

CONTRACT DATE:

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 1 — Date Approved 8.21.17	$4,324.00	
No 2 — Date Approved 1	$7,065.00	
TOTALS	11,391.00	
Net change by Change Orders:	0	

1. ORIGINAL CONTRACT SUM		$ 337,475.00
2. Net change by Change Orders		$ 11,391.00
3. CONTRACT SUM TO DATE (Line 1 + 2)		$ 348,866.00
4. TOTAL COMPLETED & STORED TO DATE (Column G)		$ 52,414.75
5. RETAINAGE:		
a 10 % of Completed Work (Column D + E)	$ 4,535.00	
b 10 % of Stored Material (Column F)	$ —	
Total Retainage (Line 5a + 5b or Total in Column I)		$ 4,535.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 47,879.75
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ —
8. CURRENT PAYMENT DUE		$ 47,879.75
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$ 300,986.25

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:
By _____ Date 9.7.17

State of: Georgia County of: Gwinnett
Subscribed and sworn to before me this 7th day of September 2017
Notary Public: _____
My commission expires: Jan 18, 2021

NOTARY PUBLIC GWINNETT COUNTY GEORGIA 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 Manager certifies to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Trade Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $ _____
(Attach explanation if amount certified differs from the amount applied for.)
CONTRACTOR: BALFOUR BEATTY CONSTRUCTION, LLC

By _____ Date _____

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

Exhibit "D"

WESTLEY CONTRACT SERVICES, LLC.

SCHEDULE OF VALUES FOR: Marion Square

DATE: 07 Sep 17

DESCRIPTION OF WORK	SCHEDULED VALUE OF WORK	WORK COMPLETED			PERCENTAGE COMPLETED TO DATE	BALANCE TO FINISH	RETAINAGE TO DATE
		PREVIOUS APPLICATIONS	THIS APPLICATION Number _ONE____	Total Completed To Date			
Warehousing	$117,000.00	$0 00	$30,000.00	$30,000.00	26.00%	$87,000.00	$3,000 00
Installation	$177,000.00	$0.00	$8,850.00	$8,850.00	5.00%	$168,150.00	$885.00
Extras	$43,475.00	$0.00	$2,173.75	$2,173.75	5.00%	$41,301.25	$217 00
CCO 01 Warehouse Add'l Inspect	$4,326.00	$0.00	$4,326.00	$4,326.00	100.00%	$0.00	$433.00
CCO 02 First 8 Containers Cleared	$7,065.00	$0.00	$7,065.00	$7,065 00	100.00%	$0.00	$0 00
				$0 00		$0.00	$0 00
				$0.00		$0.00	$0 00
				$0 00		$0.00	$0 00
				$0.00		$0.00	$0 00
				$0.00		$0.00	$0 00
				$0.00		$0.00	$0 00
				$0 00		$0.00	$0.00
				$0 00		$0.00	$0 00
TOTALS	$348,866.00	$0 00	$52,414 75	$52 414 75			$4 535 00

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Ashe, Candice

From: Starcevic, Nicholas
Sent: Wednesday, October 18, 2017 7:49 AM
To: Ashe, Candice; Curt Westley
Cc: Rob Jacoby; Robin Money; McClure, Gina
Subject: RE: Marion Square TV Surround Modifications

Yes, Curt and I had a conversation about this that you were not privy to and he asked that we help them by not holding retainage. I don't have a problem with it.

Nick Starcevic | Project Manager
mobile: 704-361-3265 | email: NStarcevic@Balfourbeattyus.com
Balfour Beatty Construction | 306 Meeting St. Suite 300, Charleston, SC 29401

www.balfourbeattyus.com | Facebook | Twitter | YouTube | LinkedIn

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Lean. Expert. Trusted. Safe.

From: Ashe, Candice
Sent: Wednesday, October 18, 2017 7:41 AM
To: Curt Westley <curt@westleycontract.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
Cc: Rob Jacoby <rob@westleycontract.com>; Robin Money <robin@westleycontract.com>; McClure, Gina <GMcClure@Balfourbeattyus.com>
Subject: RE: Marion Square TV Surround Modifications

Nick,

Can you please confirm that you are ok with them not holding retainage on CO#2-$7,065.00?

Thank you,

Candice Ashe | Project Accountant
office: 704-319-4016 | email: CAshe@Balfourbeattyus.com
Balfour Beatty Construction | 1930 Camden Road, Suite 280, , Charlotte, NC 28203

www.balfourbeattyus.com | Facebook | Twitter | YouTube | LinkedIn

Balfour Beatty Build to Last
Lean Expert Trusted Safe

From: Curt Westley [mailto:curt@westleycontract.com]
Sent: Tuesday, October 17, 2017 4:15 PM
To: Ashe, Candice <CAshe@Balfourbeattyus.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
Cc: Rob Jacoby <rob@westleycontract.com>; Robin Money <robin@westleycontract.com>; McClure, Gina <GMcClure@Balfourbeattyus.com>
Subject: RE: Marion Square TV Surround Modifications

Candice,

The retainage you reference is for a demurrage fee for early arriving containers that kept accumulating due to no fault of WCS. We simply did not believe that throwing any more of the owner's money down that rabbit hole was worth it. It had nothing to do with our contract. Rather, it was more of a freight management solution to a freight problem of Balfour Beatty's that we knew how to solve and were willing to do so in the spirit of the contract. We billed it at cost so if we need to go back and re-think this issue – while we all have far better things to do – then we will re-bill the expense, add 10% for handling and re-submit with a retainage.

Curt Westley
770.797.9400 o
404.374.4404 m

Westley Contract Services, LLC
Since 1975
Visit us at www.westleycontract.com

From: Ashe, Candice [mailto:CAshe@Balfourbeattyus.com]
Sent: Tuesday, October 17, 2017 10:29 AM
To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Curt Westley <curt@westleycontract.com>
Cc: Rob Jacoby <rob@westleycontract.com>; Robin Money <robin@westleycontract.com>; McClure, Gina <GMcClure@Balfourbeattyus.com>
Subject: RE: Marion Square TV Surround Modifications

bin,

Please use the attached excel spreadsheet. The one that was emailed, the retainage amount is off, it should be $5,241.48 instead of $4,535.00. The owner waiver should be for $47,173.28.

Thank you,

Candice Ashe | Project Accountant
office: 704-319-4016 | email: CAshe@Balfourbeattyus.com
Balfour Beatty Construction | 1930 Camden Road, Suite 280, , Charlotte, NC 28203

www.balfourbeattyus.com | Facebook | Twitter | YouTube | LinkedIn

From: Starcevic, Nicholas
Sent: Tuesday, October 17, 2017 7:50 AM
To: Curt Westley <curt@westleycontract.com>
Cc: Rob Jacoby <rob@westleycontract.com>; Robin Money <robin@westleycontract.com>; Ashe, Candice <CAshe@Balfourbeattyus.com>; McClure, Gina <GMcClure@Balfourbeattyus.com>
Subject: RE: Marion Square TV Surround Modifications

Thanks Curt. What is involved in the $150?

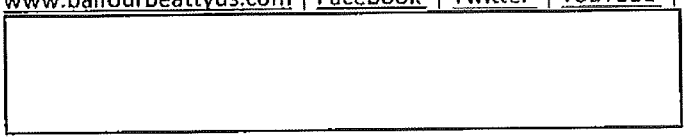
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Just confirming, but the attached "pay request #1" is what you're referencing, not the statements? I just pulled the statements out of spam so lets discuss ASAP if these need to be included. The F exhibits and owner waiver are also needed for pay applications. Gina or Candice can also help with the releases needed.

anks,

Nick Starcevic | Project Manager
mobile: 704-361-3265 | email: NStarcevic@Balfourbeattyus.com
Balfour Beatty Construction | 306 Meeting St. Suite 300, Charleston, SC 29401

www.balfourbeattyus.com | Facebook | Twitter | YouTube | LinkedIn



From: Curt Westley [mailto:curt@westleycontract.com]
Sent: Monday, October 16, 2017 6:54 PM
To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
Cc: Rob Jacoby <rob@westleycontract.com>; Robin Money <robin@westleycontract.com>
Subject: Marion Square TV Surround Modifications

Nick,

Now that we have worked out a suitable solution and been given authorization to proceed, please find our change order attached. Rob will continue with the work as soon as our change order has been executed and returned.

Also, please advise when our first draw will be paid and via what method.

Thank you.

Curt Westley
770.797.9400 o
770.797.9404 f
404.374.4404 m

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

KNOW ALL MEN BY THESE PRESENTS:

That Westley Contract Services, LLC(the "Lienor") for and in consideration of the payment of the sum of $47,879.75 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:

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 18th day of October, 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 October, 2017.

Signed, sealed and delivered
in the presence of:

Delores Wells
Signature
Delores Wells
Print Name

Westley Contract Services, LLC
a Limited Liability Corporation

Signature
Robin Money/Senior Project Manager
Print Name & Title

STATE OF Georgia

COUNTY OF Gwinnett

The foregoing instrument was acknowledged before me this 18th day of October, 2017 by Robin Money of Westley Contract Services, a Limited Liability corporation on, on behalf of the corporation. He/she is personally known to me or has produced Drivers License as identification.

DELORES WELLS NOTARY PUBLIC GWINNETT COUNTY EXPIRES GEORGIA Jan. 18, 2021

Delores Wells
NOTARY PUBLIC, STATE OF Georgia

My Commission Expires: 1/18/21

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

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

FROM CONTRACTOR:
Gulf Stream Construction, Inc.
1983 Technology Dr
Charleston, SC 29492

CONTRACT FOR: CONSTRUCTION

PROJECT: **HOTEL AT MARION SQUARE**

VIA ARCHITECT:

APPLICATION NO: **18** Revised

PERIOD TO: **9/30/2017**

PROJECT NO: **#13026000**

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

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	1,270,000.00
2. Net change by Change Orders	$	176,254.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	1,446,254.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	1,241,234.99
5. RETAINAGE:	$	101,499.06
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	1,139,735.93
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	1,117,510.83
8. CURRENT PAYMENT DUE	$	22,225.10
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	205,019.01

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	151,559.44	$0.00
Total approved this Month	$24,694.56	$0.00
TOTALS	$176,254.00	$0.00
NET CHANGES by Change Order	$176,254.00	

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: Justin Ballard Date: 11/2/17

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT REQUESTED ..... $ 22,225.10

(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, 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.

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CONTINUATION SHEET

AIA DOCUMENT G703

APPLICATION NO: 18
9/20/17
9/30/17

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.

11 10

Balfour Beatty Project 0

A	B	C				D	E	F	G		H	I
BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	Budget Transfer	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED THIS PERIOD (H - E)	MATERIALS PRESENTLY 42,551 (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	31,294.14	-		31,294.14	31,294.14	-	-	31,294.14	100.00%	-	3,129.41
2	Layout & Site Preparation	76,087.55	-		76,087.55	72,283.17	-	-	72,283.17	95.00%	3,804.38	7,228.32
3	Erosion Control	22,557.18	-		22,557.18	22,557.18	-	-	22,557.18	100.00%	-	2,255.72
4	Demolition & Tree Removal	30,867.93	-		30,867.93	30,867.93	-	-	30,867.93	100.00%	-	3,086.80
5	Demolition of Existing Foundations/Slab Allowance	79,999.88	-	(31,799.91)	48,199.97	79,999.88	-	-	79,999.88	100.00%	(31,799.91)	7,999.99
6	Mass Excavation (Earthwork)	488,760.69	-		488,760.69	478,985.48	-	-	478,985.48	98.00%	9,775.21	47,898.55
7	Water & Sewer	168,653.25	-		168,653.25	168,653.25	-	-	168,653.25	100.00%	-	-
8	Storm Drainage	96,584.95	-		96,584.95	82,097.21	-	-	82,097.21	85.00%	14,487.74	8,209.73
9	Mech. Vault	56,350.98	-	(30,214.13)	26,136.85	56,350.98	-	-	56,350.98	100.00%	(30,214.13)	5,635.10
10	Paving	208,178.45	-		208,178.45	31,226.77	-	-	31,226.77	15.00%	176,951.68	3,122.68
11	Hauling Off Spoils	10,665.00	-		10,665.00	10,665.00	-	-	10,665.00	100.00%	-	1,066.50
12	CO01 - Schedule Update 4/11/16	-	-		-	-	-	-	-		-	-
13	CO02 Additional Earthwork	-	93,968.14	62,014.04	155,982.18	93,968.14	-		93,968.14	100.00%	62,014.04	9,396.81
14	CO03 Utility Design Changes	-	42,352.30		42,352.30	42,352.30	-		42,352.30	100.00%	-	-
15	CO05 Chandler Change Orders	-	15,239.00		15,239.00	15,239.00	-		15,239.00	100.00%	-	-
16	CO06 Road Plate Rental Add'l 3 Months	-	6,858.06		6,858.06	-	6,858.06	-	6,858.06	100.00%	-	685.81
17	CO07.1 Skid Steer and Operator for Work on 5/6	-	960.00		960.00	-	960.00	-	960.00	100.00%	-	96.00
18	CO07.2 Add Chiller and Generator Pads	-	8,225.00		8,225.00	-	8,225.00	-	8,225.00	100.00%	-	822.50
19	CO07.3 Backfill at Capping Beam- Work Directive	-	1,365.00		1,365.00	-	1,365.00	-	1,365.00	100.00%	-	136.50
20	CO07.4 Clean off Huston Street 9/16/16	-	4,200.00		4,200.00	-	4,200.00	-	4,200.00	100.00%	-	420.00
21	CO07.5 Fence Panel Rental	-	2,500.00		2,500.00	-	2,500.00	-	2,500.00	100.00%	-	250.00
22	CO07.6 Mock Up Footer	-	586.50		586.50	-	586.50	-	586.50	100.00%	-	58.65
23												
24												
25												
		1,270,000.00	176,254.00	0.00	1,446,254.00	1,216,540.43	24,694.56	0.00	1,241,234.99	85.82%	205,019.01	101,499.06

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

KNOW ALL MEN BY THESE PRESENTS:

That Gulf Stream Construction (the "Lienor") for and in consideration of the payment of the sum of $ 22,225.10 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:
See Attached Log For Pending Change Order Requests

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 September, 20 17, excluding the items identified hereinabove, if any.

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

IN WITNESS THEREOF, I have hereunto set my hand seal this 2nd day of November, 2017.

Signed, sealed and delivered
in the presence of:

Ashley Guest
Signature
Ashley Guest
Print Name

Gulf Stream Construction Company, Inc.
a South Carolina corporation

Justin Ballard
Signature
Justin Ballard, Project Manager
Print Name & Title

STATE OF South Carolina

COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 2nd day of November, 2017, by Justin Ballard, Project Manager of Gulf Stream Construction Co., Inc., a South Carolina corporation on, on behalf of the corporation. He/she is **personally known to me** or has produced N/A (type of identification) as identification.

Shere A. Hill
NOTARY PUBLIC, STATE OF South Carolina

My Commission Expires: 5/26/26

SHERE A. HILL NOTARY PUBLIC STATE OF SOUTH CAROLINA My Commission Expires May 26, 2026

GULF STREAM CONSTRUCTION

Hotel at - COR Log

GSCC Job #:	15-1-109
Job Name:	Hotel at Marion Square
Owner:	Library Assosicates, LLC
GC/Contact Person:	Balfour Beatty Construction / Nick Starcevic
GSCC PM:	Justin Ballard
BASE CONTRACT AMOUNT:	$1,270,000.00

PM Adj

Updated:	10/18/2017

CHANGE ORDER REQUEST NO.	DESCRIPTION OF CHANGE ORDER	AMOUNT PENDING	TIME REQUESTED(DAYS)	DATE COR SUBMITTED	AMOUNT APPROVED	DATE CO ISSUED	OCO NO. and/or Contract Item No.	NOTES/COMMENTS	Phase Code to be Used
EW01	Silt Fence and Tree Protection			02/28/15	$ 4,118.79				
NA	Schedule Change				$ -	04/20/16	1		Varies
Varies	Additional Earthwork			01/07/16	$ 93,968.14	05/26/16	2		Varies
4	Utility Design Changes COR			02/23/16	$ 42,352.30	06/07/16	3		2.421
NA	MOD 5 Changes			08/02/16	$ -		4		
12	Skid Steer and Operator for Work on May 6 (6 hours)			07/15/16	$ 960.00	10.18.17	7	BBC called Tripp to request skid steer and operator	
13	Haul off of Fill at East Corridor (500 CY Allowance Overrun)	$ 1,386.45		06/28/16					
14	Add Chiller and Generator Pads			06/30/16	$ 8,225.00	10.18.17	7		
15	Steel Plate at Water Meter Vault	$ 1,500.00		07/08/16					
16	Hutson St Storm Repairs (inc. potholing and box repair)	$ 19,189.67		08/30/16					
17	Net Value of Chandler's CO - 11.11.16 Email			09/01/16	$ 15,239.00	01/19/17	5		
18	Extra Concrete Work at Mechanical Yard (3 Oaks)	$ 1,423.13		09/01/16					
19	Backfill at Capping Beam - 7.11-7.12.16 Work Directive			12/06/16	$ 1,365.00	10.18.17	7		
20	Cleaning off Hutson St - 9.16.16			12/06/16	$ 4,200.00	10.18.17	7		
21	Lowering King St Storm Drain 4" - 11.10.16 (5 hrs)	$ 820.00		12/06/16					
22	Fence Panel Rentals (delivered Feb 3)				$ 2,500.00	10.18.17	7		
23	Temporary Road/Plates - West side of bldg.	$ 9,239.00							
24	FOB Concrete			03/22/17	$ 586.50	10.18.17	7		
25	Road Plate Rental Addtl 3 Months			07/10/17	$ 6,858.06	7.11.17	6	April, May, June (Orig CO was for Feb & March)	
26	Hutson Gate Repair	$ 977.50		07/13/17				Glover Cost: $850 +15%GSCC MU	2.661
27	Road Plate Rental Addtl 3 Months (July-Sept)	$ 6,858.06		09/20/17					
REVISED CONTRACT AMOUNT		$41,393.81			$1,446,254.00				

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A. ...ICATION AND CERTIFICATION FOR PAYMENT

DOCUMENT G702

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

PROJECT: **HOTEL AT MARION SQUARE**

APPLICATION NO: **18**

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

PERIOD TO: **42735**

VIA ARCHITECT:

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

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	$	190,984.14
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	2,530,984.14
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	2,448,869.14
5. RETAINAGE:	$	244,886.91
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	2,203,982.23
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	2,158,253.23
8. CURRENT PAYMENT DUE	$	45,729.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	327,001.91

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$114,915.07	$0.00
Total approved this Month	$0.00 $81,917.67	$5,848.60
TOTALS	$196,832.74	$5,848.60
NET CHANGES by Change Order	$190,984.14	

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: 10/25/2017

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 . . . . . $ 45,729.00

(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.

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

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R - 21899

CONTINUATION SHEET

AIA DOCUMENT G703

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

APPLICATION NO: 18
APPLICATION DATE: 10/15/17
PERIOD TO: 10/31/17
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	430,350.00	22,650.00	-	453,000.00	100.00%	-	45,300.00
4	ARRISCRAFT MATERIAL	$93,000.00		93,000.00	88,350.00	4,650.00	-	93,000.00	100.00%	-	9,300.00
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	3,500.00	-	-	3,500.00	50.00%	3,500.00	350.00
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	51,940.00	1,060.00	-	53,000.00	100.00%	-	5,300.00
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	67,450.00	3,550.00	-	71,000.00	100.00%	-	7,100.00
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	41,160.00	840.00	-	42,000.00	100.00%	-	4,200.00
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	48,020.00	980.00	-	49,000.00	100.00%	-	4,900.00
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	22,000.00	-	-	22,000.00	100.00%	-	2,200.00
36	Arriscraft West Elevation Labor/Equipment	$22,000.00		22,000.00	20,900.00	-	-	20,900.00	95.00%	1,100.00	2,090.00
37	Arriscraft North Elevation Labor/Equipment	$22,000.00		22,000.00	2,200.00	-	-	2,200.00	10.00%	19,800.00	220.00

R - 21900

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APPLICATION NO: 18
APPLICATION DATE: 10/15/17
PERIOD TO: 10/31/17

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	Arriscraft East Elevation Labor/Equipment	$27,000.00		27,000.00	27,000.00	-	-	27,000.00	100.00%	-	2,700.00
39	1st Floor South Architectural PC Labor/Equipment	$63,500.00		63,500.00	63,500.00	-	-	63,500.00	100.00%	-	6,350.00
40	1st Floor West Architectural PC Labor/Equipment	$63,500.00		63,500.00	60,325.00	**3,175.00**	-	63,500.00	100.00%	-	6,350.00
41	1st Floor North Architectural PC Labor/Equipment	$63,500.00		63,500.00	55,625.00	**1,525.00**	-	57,150.00	90.00%	6,350.00	5,715.00
42	1st Floor East Architectural PC Labor/Equipment	$34,500.00		34,500.00	34,500.00	-	-	34,500.00	100.00%	-	3,450.00
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	8,000.00	-	-	8,000.00	100.00%	-	800.00
51	West PC Quoins Labor/Equipment	$8,000.00		8,000.00	8,000.00	-	-	8,000.00	100.00%	-	800.00
52	East PC Quoins Labor/Equipment	$8,000.00		8,000.00	8,000.00	-	-	8,000.00	100.00%	-	800.00
53	South PC Arches & Ornamental Labor/Eqipment	$12,500.00		12,500.00	12,500.00	-	-	12,500.00	100.00%	-	1,250.00
54	3rd Floor PC Divider Wall Labor/Equipment	$11,500.00		11,500.00	11,500.00	-	-	11,500.00	100.00%	-	1,150.00
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	**1,480.00**	-	32,980.00	97.00%	1,020.00	3,298.00
58	6th Floor PC Comice Band Labor/Equipment	$61,000.00		61,000.00	61,000.00	-	-	61,000.00	100.00%	-	6,100.00
59	6th Floor Parapet Cap Labor/Equipment	$25,000.00		25,000.00	22,500.00	**1,250.00**	-	23,750.00	95.00%	1,250.00	2,375.00
60	8th Floor PC Band at Sill Labor/Equipment	$35,000.00		35,000.00	29,000.00	**4,250.00**	-	33,250.00	95.00%	1,750.00	3,325.00
61	8th Floor PC Band at Head Labor/Equipment	$27,000.00		27,000.00	20,250.00	**5,400.00**	-	25,650.00	95.00%	1,350.00	2,565.00
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	8,000.00	-	-	8,000.00	100.00%	-	800.00
64	Roof Terrace PC at Pool Deck Labor/Equipment	$6,000.00		6,000.00	6,000.00	-	-	6,000.00	100.00%	-	600.00
65	Roof Parapet Cap Labor/Equipment	$15,000.00		15,000.00	15,000.00	-	-	15,000.00	100.00%	-	1,500.00
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	CO #12	11,777.52		11,777.52	11,777.52		-	11,777.52	100.00%	-	1,177.75
74	CO #10	(4,247.78)		(4,247.78)	(4,247.78)	-	-	(4,247.78)	100.00%	-	(424.78)

R - 21901

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CONTINUATION SHEET

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In tabulations below, amounts are stated to the nearest dollar.
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APPLICATION NO: 18
APPLICATION DATE: 10/15/17
PERIOD TO: 10/31/17

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	CO #13	70,145.15		70,145.15	70,145.15	-	-	70,145.15	100.00%	-	7,014.52
77				-			-	-	#DIV/0!	-	-
	GRAND TOTALS	**2,530,989.14**	**0.00**	**2,530,989.14**	**2,398,059.14**	**50,810.00**	**0.00**	**2,448,869.14**	**96.76%**	**82,120.00**	**244,886.91**

R - 21902

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Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square				
Job #	13026000				

Date Prepared:	10/24/2017

PRIME SUB'S NAME		Old North State Masonry, LLC
Attachment for Pay Req #:	18	
for Month Ending:	10/31/2017	

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	9/30/2017	9/30/2017	*PARTIAL*	FINAL	
White Cap Construction Supply PO Box 4852 Orlando, FL 32802-4852 704.222.5726	*Yes*			No	Yes		$6,338.61	9/18/2017	9/30/2017	*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		$0.00	9/30/2017	9/30/2017	*PARTIAL*	FINAL	
General Shale Brick, Inc PO Box 5825 Carol Stream, IL 60197-5825	NO			No	Yes		$0.00	9/30/2017	9/30/2017	*PARTIAL*	FINAL	
United Rentals PO box 100711 Atlanta, GA 30384-0711	NO			No	Yes		$0.00	9/30/2017	9/30/2017	PARTIAL	FINAL	
										PARTIAL	FINAL	
										PARTIAL	FINAL	
										PARTIAL	FINAL	

R - 21903

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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 $ 45,729.00 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 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 ON 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 October 2017.

Signed, sealed and delivered
in the presence of:

Chip Venable
Signature

Chip Venable
Print Name

Old North State Masonry

a LLC corporation

Tim Highstone
Signature

Tim Highstone, Controller
Print Name & Title

STATE OF North Carolina

COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 25th day of October 2017, by Tim Highstone Controller of Old North State Masonry, LLC, a Limited Liability corporation on, 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, STATE OF North Carolina

DEBORAH P GRIFFIN NOTARY PUBLIC UNION COUNTY, N.C.

My Commission Expires: September 1, 2018

R - 21904

Change Request Log

Old North State Masonry, LLC

Date: 10/24/2017

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	Approved	12
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	
	10/17/16	Top out 1st floor CMU Wall	21,211.95	Approved	8
[illegible]	10/27/16	Additional Mock Up	70,145.15	Approved	13
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	
[illegible]	4/6/17	Cut Precast due to concrete placed wrong	7,079.93	Submitted	
	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 - Revised 10.18.2017	41,594.57	Submitted	

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Change Request Log

Old North State Masonry, LLC

Date: 10/24/2017

10-1259 Marion Square Hotel

Project Manager: Chip Venable

Number	Date	Description	Amount	Status	Change Order
33	8/7/17	Additional Precast had to be made due to the building concrete dimensions growing	4,498.27	Submitted	
34	10/19/17	Damage to Forklift	5,257.29	Submitted	

Original Contract Amount:	2,340,000.00
Approved Contract Changes:	190,989.14
Revised Contract Amount:	2,530,989.14
Pending Contract Changes:	1,126,243.33

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Claim Calculatio. (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

R - 21907

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

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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
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

49

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 - 21908

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A[illegible]LICATION AND CERTIFICATION FOR PAYMENT — DOCUMENT G702

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

PROJECT: **HOTEL AT MARION SQUARE**

VIA ARCHITECT:

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

CONTRACT FOR: CONSTRUCTION

APPLICATION NO: **11r**

PERIOD TO: **10/1/17** – **10/31/17**

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	$	521,000.00
2. Net change by Change Orders		
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	455,538.01
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	228,788.01
5. RETAINAGE:	$	22,878.80
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	205,909.21
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	187,909.21
8. CURRENT PAYMENT DUE	$	18,000.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	226,750.00

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: 11/1/2017

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 . . . . . $ 18,000.00

(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.

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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: 11r
APPLICATION DATE: 10/12/17
PERIOD TO: 10/31/17
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	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			36,000.00	36,000.00	19.46%	149,000.00	3,600.00
3	Decorative Wall Rails	10,000.00		10,000.00	7,500.00			7,500.00	75.00%	2,500.00	750.00
4	Aluminum Service Yard Gates	12,000.00		12,000.00			9,000.00	9,000.00	75.00%	3,000.00	900.00
5	Aluminum OH Grille	10,000.00		10,000.00				-	0.00%	10,000.00	-
6	Decorative Grilles	48,000.00		48,000.00	36,000.00			36,000.00	75.00%	12,000.00	3,600.00
7	Pool Terrace Guardrails	23,000.00		23,000.00	17,250.00			17,250.00	75.00%	5,750.00	1,725.00
8	3rd Floor Terrace Guardrails	27,000.00		27,000.00	11,000.00			11,000.00	40.74%	16,000.00	1,100.00
9	Service Entry Guardrails	16,000.00		16,000.00	12,000.00			12,000.00	75.00%	4,000.00	1,200.00
10	Juliet Balcony Guardrails	30,000.00		30,000.00	23,000.00			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	CO #4 Budget Transfer 021 Tate Reduction	(80,000.00)		(80,000.00)		(25,000.00)	-	(25,000.00)	31.25%	(55,000.00)	(2,500.00)
16	CO #5 L3 Terrace Rails/Shipping for M	7,134.01		7,134.01	7,134.01		-	7,134.01	100.00%	-	713.40
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	455,538.01	0.00	455,538.01	208,788.01	-25,000.00	45,000.00	228,788.01	50.22%	226,750.00	22,878.80

R - 21910

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CHANGE ORDER
APPROVAL
COVERSHEET

C.C.O. NUMBER: 025 - 04 JOB LOCATION: Hotel at Marion Square

SUBCONTRACTOR: Tate Ornamental, Inc.

CI NUMBER: AMOUNT: ($80,000.00)

DESCRIPTION OF SCOPE OF WORK BEING ADDED OR REMOVED: Budget Transfer 021 - Tate SOV Reduction

TOTAL ADD/DEDUCT TO THIS CONTRACT AS A RESULT OF THIS CHANGE ORDER IS DOLLAR VALUE WHICH INCLUDES
ALL APPLICABLE TAX.

- ☐ NO DOLLAR (SFRN #1)
- ☐ DIRECT OWNER PURCHASE (SFRN #2)
- ☐ OCO (SFRN #3)
- ☐ ALLOWANCE CONVERSION (SFRN #4)
- ☐ OWNER CONTINGENCY (SFRN #5)
- ☐ BB CONTINGENCY (SFRN #6)
- ■ BUYOUT CONTINGENCY (SFRN #7)
- ☐ PENDING OCO (SFRN #8)
- ☐ RCO (SFRN #9)
- ☐ BACKCHARGE SUBCONTRACTOR (SFRN #10)
- ☐ BALFOUR BEATTY REQUEST (SFRN #11)

REVIEWED BY: SIGNED & DATED:

■ BUYER: 2/9/17

☐ BUYER'S MANAGER:

APPROVED:

PROJECT MANAGER/EXECUTIVE:

ATTACHMENTS:

BACKUP DOCUMENTS:

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CHANGE ORDER

JOB/S/C # 13026000 - 025
Vendor# 118703

04

To CONTRACT dated May 13, 2015

DATE of this Change Order February 9, 2017

To: Tate Ornamental, Inc.
411 Industrial Drive

White House, TN 37188
Keith Townley

JOB: Hotel at Marion Square

AT: Charleston, SC 29403

PREVIOUS CONTRACT AMOUNT	$528,404.00
ADD/DEDUCT for this C.O.	($80,000.00)
NEW CONTRACT AMOUNT	$448,404.00

It being desirable to modify the work done under the above Contract in accordance with the Contract Documents, it is necessary and in the interests of the Parties to the above named Contract to modify said Contract in certain particulars as follows:

In accordance with the Terms and Conditions of this agreement, Subcontractor shall provide all labor, materials, tools, and equipment necessary for complete turnkey installations of the following:

CI No.	Description	Amount	Budget Code
825	Budget Transfer 021 - Tate SOV Reduction	($80,000.00)	400.50523000.40

Tate Ornamental to credit Aluminum Overhead Grill (3/A207), Fabric Canopy Awning Frames, and Bronze Grilles in the Storefront.

Total **Deduct** to this Contract as a result of this Change Order is **($80,000.00), Negative Eighty thousand dollars** which includes all applicable sales tax.

This Change Order constitutes **FULL** and **COMPLETE** settlement of any and all costs referred to and/or described herein including but not necessarily limited to all applicable taxes, insurance, bond, delivery, supervision, overhead and profit, labor, labor impact, materials, changes, delays, acceleration and inefficiency, or any claims therefore, and the Subcontractor hereby waives any and all claims for such items associated with or related to the Work covered by this Change Order, all previous Change Orders, and base Subcontract Agreement, and all conditions incurred to date.

Code: 400.50523000.40 **RCO No.:** **OCO No.:**

S.F.R.N.

BUL:_____

It is further understood and agreed that all terms and conditions of said Contract, as it may heretofore have been modified, shall be and remain the same.

ACCEPTED:
Tate Ornamental, Inc.

By _____

Print Name _____

Title _____

Date _____

ACCEPTED:
BALFOUR BEATTY CONSTRUCTION, LLC

By _____
Nick Starcevic

Title Project Manager

Date 2/10/17

R - 21912

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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 $____18,000.00_____ 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 _October 31____, 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 _September_, 2017.

Signed, sealed and delivered
in the presence of:

Melinda Cooper
Signature
Melinda Cooper
Print Name

Tate Ornamental, Inc._____
a _____S_____ corporation

Signature
Rob Apple, Controller
Print Name & Title

STATE OF ___Tennessee_____

COUNTY OF __Robertson_____

The foregoing instrument was acknowledged before me this 11th day of _September_, 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.

Angela Griffin
NOTARY PUBLIC, STATE OF __Tennessee_____

ANGELA GRIFFIN
STATE OF TENNESSEE
NOTARY PUBLIC
COUNTY OF ROBERTSON

My Commission Expires: __5/26/2020

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	10/11/2017

PRIME SUB'S NAME	Tate Ornamer
Attachment for Pay Req #:	11
for Month Ending:	10/31/2017

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												

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Tate Ornamental, Inc.

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State of Tennessee
County of Robertson

BILL OF SALE

For and in consideration of the payment of Forty Five 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 1st day of November, 2017.

Seller

Controller
Title

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TATEOR-C02 LMURLEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/01/2017

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: Lacey Murley PHONE (A/C, No, Ext): (270) 467-9940 4402 FAX (A/C, No): (270) 843-8808 E-MAIL ADDRESS: lmurley@vanmeterins.com
INSURED TATE ORNAMENTAL, INC. 411 INDUSTRIAL DRIVE WHITE HOUSE, TN 37188	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 :

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
	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? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	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

Stored Materials: $45,000.00

Materials Stored at: 411 Industrial Road, White House, TN 37188

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

Christa Vallen

ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: TATEOR-C02 LMURLEY

LOC #: 0

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Van Meter Insurance Group	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 - CK409883 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)

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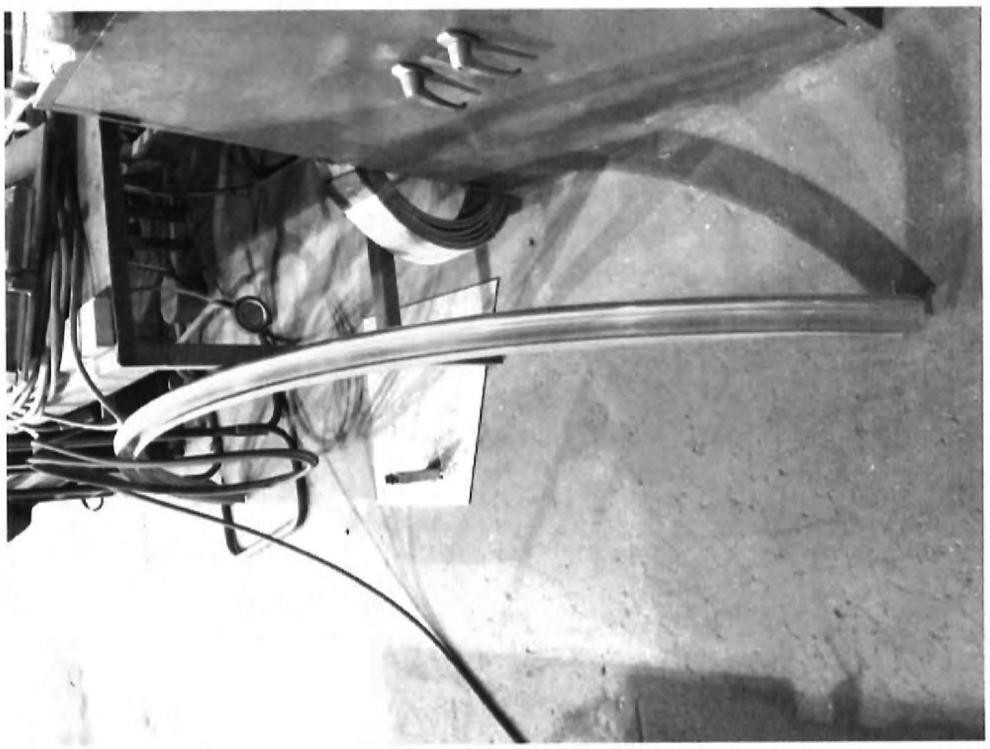
Dooley, Alec

From: Keith Townley <ktownley@tateornamental.com>
Sent: Thursday, November 02, 2017 8:41 AM
To: Starcevic, Nicholas
Cc: Dooley, Alec
Subject: Stored materials Decorative Guardrails 1



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Keith Townley
Project Manager
Tate Ornamental, Inc., Metal Division
411 Industrial Drive | White House, TN | 37188
Office: 615-672-0348 | Direct: 615-581-5788 | Cell: 731-234-9558
Website | Facebook

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Dooley, Alec

From: Keith Townley <ktownley@tateornamental.com>
Sent: Thursday, November 02, 2017 8:44 AM
To: Starcevic, Nicholas
Cc: Dooley, Alec
Subject: Stored materials Decorative rails and Yard Gates pics 2



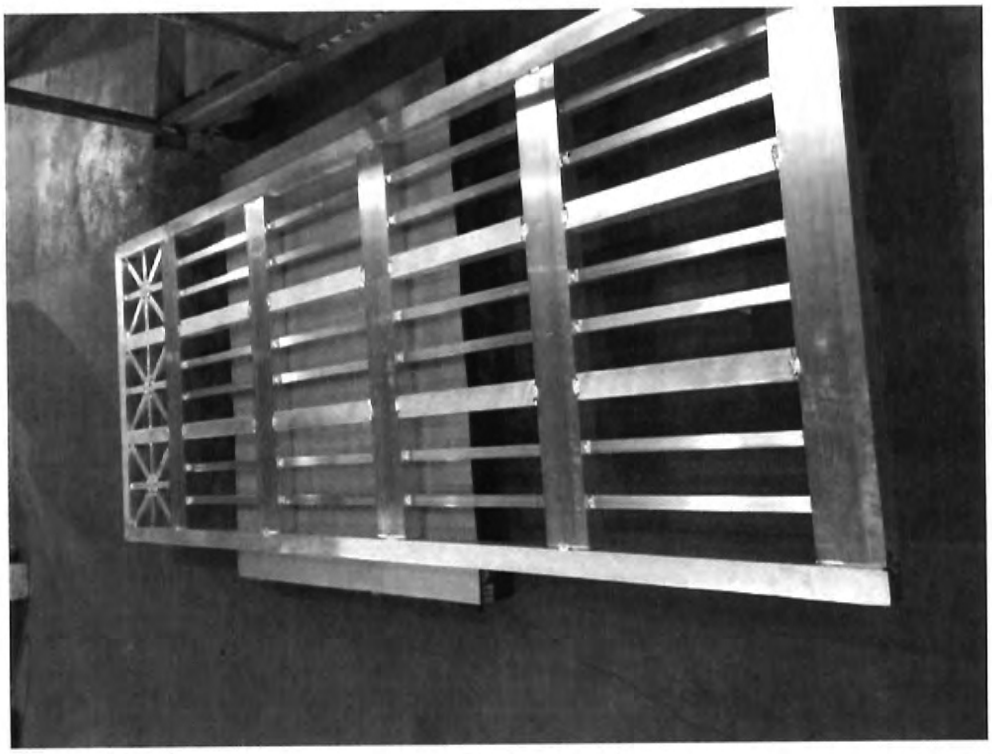


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Balfour Beatty
Construction

Request for Payment

Pay Request # 14
Work Performed Through: 10/31/1

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: 10/24/17
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)	$835,981.18	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$15,993.20	
New Work Performed to Date	$851,974.38	
Less 10 % Retainage	$85,197.44	
Amount Earned to Date	$766,776.94	
Less Previous Net Billings	$752,383.06	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$14,393.88	

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:
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**		
10/31/17	13026400 - 14	13026400 . PE# 14 . 17.10		
Gross Amount		**Retainage Amt**	**Net Amount**	
$15,993.20		$799.66	$14,393.88	
Trade Account?	**Tax Code**	**Pay Item & Cost Code**		**Accrue Tax?**
NO				NO

Hall Codes: 02- OWNER FUNDING LT waivers
PM APP

Approvals:
PM / Date
CA 10/24/17
PA / Date
APA / Date

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

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

FROM CONTRACTOR:
BAKER ROOFING COMPANY
PO BOX 26057
RALEIGH, NC 27603

CONTRACT FOR: CONSTRUCTION

PROJECT: **HOTEL AT MARION SQUARE**

VIA ARCHITECT:

APPLICATION NO: **14**

PERIOD TO: **10/31/2017**

PROJECT NO: **#13026000**

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

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		$ 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)		$ 851,974.38
5. RETAINAGE:	$ 85,197.45	
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 766,776.93
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 752,383.05
8. CURRENT PAYMENT DUE		$ 14,393.88
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 123,127.45

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 Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

SUBCONTRACTOR

By: _____ Date: 10/17/2017

CONTRACTOR

By: _____ Date: _____

CONSTRUCTION MANAGER

By: _____ Date: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT REQUESTED . . . . . $ 14,393.88

(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 Document G401 - Certification of Document's Authenticity from the Licensee.

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CONTINUATION SHEET

AIA DOCUMENT G703

APPLICATION NO: 14
APPLICATION DATE: 10/17/17
PERIOD TO: 10/31/17

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

Balfour Beatty Project 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE 10%
	MOBILIZATION	78,441.00		78,441.00	78,441.00		-	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	65,520.00		-	65,520.00	100.00%	-	6,552.00
	L,OWER CANOPY ROOF MATERIALS	16,281.00		16,281.00	16,281.00			16,281.00	100.00%	-	1,628.10
	7TH FL TERRACE COPPER ROOF MAT	21,770.00		21,770.00	21,770.00		-	21,770.00	100.00%	-	2,177.00
	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	7,225.00	7,225.00	-	14,450.00	100.00%	-	1,445.00
	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	6,300.00		-	6,300.00	100.00%	-	630.00
	7TH FL TERRACE SOFFIT MATERIALS	6,950.00		6,950.00	6,950.00			6,950.00	100.00%	-	695.00
	7TH FL TERRACE SOFFIT LABOR	7,560.00		7,560.00		7,560.00		7,560.00	100.00%	-	756.00
	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	59,201.80	1,208.20		60,410.00	100.00%	-	6,041.00
	7TH FL HALF ROUND GUTTER MAT	3,810.00		3,810.00	3,810.00			3,810.00	100.00%	-	381.00
	7TH FL HALF ROUND GUTTER LABOR	1,510.00		1,510.00				-	0.00%	1,510.00	-
	BALLROOM HALF ROUND GUTTE MAT	18,010.00		18,010.00	18,010.00			18,010.00	100.00%	-	1,801.00
	BALLROOM HALF ROUND GUTT LABOR	8,330.00		8,330.00				-	0.00%	8,330.00	-
	LOUVER MATERIALS	83,490.00		83,490.00	83,490.00			83,490.00	100.00%		8,349.00
	LOUVER LABOR	3,700.00		3,700.00	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	5,940.00			5,940.00	100.00%	-	594.00
	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	5,930.00		-	5,930.00	100.00%	-	593.00
	COMPOSITE CLEAN UP COPPER ROOF	2,000.00		2,000.00	2,000.00		-	2,000.00	100.00%	-	200.00
	MARQUEE MOCKUP	23,117.53		23,117.53	23,117.53		-	23,117.53	100.00%	-	2,311.76

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CONTINUATION SHEET

AIA DOCUMENT G703

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

APPLICATION NO: 14
APPLICATION DATE: 10/17/17
PERIOD TO: 10/31/17

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	19,866.85	19,866.85		-	19,866.85	100.00%	-	1,988.69
	GRAND TOTALS	**889,904.38**	**19,866.85**	**889,904.38**	**835,981.18**	**15,993.20**	**0.00**	**851,974.38**	**95.74%**	**37,930.00**	**85,179.45**

R - 21928

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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 $ 14,393.88 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 OCTOBER, 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 17 day of OCTOBER, 2017

Signed, sealed and delivered
In the presence of:

_____
Signature

_____
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 17 day of OCTOBER, 2017 by BRUCE HARRINGTON, VICE PRESIDENT of BAKER ROOFING COMPANY, a NORTH CAROLINA corporation on, on behalf of the corporation. He/she is personally known to me or has produced SELF (type of identification) as identification.

_____
NOTARY PUBLIC, STATE OF NORTH CAROLINA

My Commission Expires: 4-6-19

Ginger L Sorenson
NOTARY PUBLIC
WAKE COUNTY, N.C.
My Commission Expires 4-6-19

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000
Date Prepared:	10/17/2017
PRIME SUB'S NAME	BAKER ROOFING COMPANY
Attachment for Pay Req #:	14
for Month Ending:	10/31/2017

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:
SOUTHERN ALUMINUM FINISHING VILLA RICA, GA 770-942-1207	NO			YES	YES	NO	$60,884.88	7/31/2017		PARTIAL	FINAL	
ABC SUPPLY CO INC	NO			YES	YES	NO	$122,000.66	6/30/2017		PARTIAL	FINAL	
ENGLERT	NO			YES	YES	NO	$4,598.35	6/30/2017		PARTIAL	FINAL	
ORNAMETALS MANUFACTURING	NO			YES	YES	NO	$9,930.40	2/28/2017		PARTIAL	FINAL	
FASTENAL COMPANY	NO			YES	YES	NO	$9,188.29	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 - 21930

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Balfour Beatty Construction

Hotel at Marion Square - Subcontractor Pay Application Checklist

Pay Applicaton Thru:

Item Description	Submitted	Reviewed	Comments
Application for Payment Documentation			
Request for Payment / Payment Application standard BBC form - all subcontractors must use	10/17/2017		
Schedule of Values (SOV) - matches AIA G703	10/17/2017		
Conditional Waiver and Release on Progress Payment	10/17/2017		
Subguard Sub-Tier / Supplier Releases - form submitted by subcontractor that tells us who needs to be joint checked			
Subcontractor Supplier Invoices - back up for joint checks, if applicable			
Subcontractor Joint Check List - internal form used when joint checks are required			
Approved certificate of insurance through the payment requisition date			
Stored materials back up documentation, if applicable			
Owner Waiver			
If applicable, subcontractor change request log (for purposes of verifying with the project cost event logs)			

R - 21931

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BAKER ROOFING | BAKER RENEWABLE ENERGY | BAKER RESTORATION | BAKER COATINGS | BAKER RESIDENTIAL

Invoice

Bill to: **BALFOUR BEATTY**
1930 CAMDEN ROAD
SUITE 280
CHARLOTTE, NC 28203 US

Ship to: **Job: 1080119-16 Hotel At Marion Square**
404 King St
Charleston, SC 29403

Cust #	Customer Ref	Invoice #	Invoice Date	Due Date	Disc Date	Terms
500273		31045	10/17/17	11/16/17		Net 30 Days

Total	**15993.20**
Sales Tax	
Less Retainage	1,599.32
Total Due	**14,393.88**

Add 3% if paying by Credit Card 431.81

Remit Payment To: Baker Roofing Company
517 Mercury St
PO Box 26057
Raleigh, NC 27611
919.828.2975

*'We shall do good work, at a profit if we can, at a loss if we must, but **Always Good Work**'*

R - 21932

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Balfour Beatty
Construction

Request for Payment

Pay Request # 15
Work Performed Through: 10/31/

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

Phone Number
Fax Number

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 10/17/17
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)	$669,371.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$31,200.00	
New Work Performed to Date	$700,571.00	
Less 10 % Retainage	$70,057.10	
Amount Earned to Date	$630,513.90	
Less Previous Net Billings	$602,433.90	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$28,080.00	

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: 07/24/18

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

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

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50540	120122	13026400	534867
Date	Invoice #	Description		
10/31/17	13026400 - 15	13026400 . PE# 15 . 17.10		
Gross Amount		Retainage Amt	Net Amount	
$31,200.00		$1,560.00	$28,080.00	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO		400.50700000.40		NO

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

Approvals:
PM / Date
CA 10/17/17
PA / Date
APA / Date

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Barnh ılfour 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: **10/31/2017**

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)	$	700,571.00
5. RETAINAGE:	$	70,057.10
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	630,513.90
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	602,433.90
8. CURRENT PAYMENT DUE	$	28,080.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	134,337.10

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: 10/13/2017

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.

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

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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: 15
APPLICATION DATE: 10/15/17
PERIOD TO: 10/31/17

Balfour Beatty Project

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE 10%
1	Submittals	3,000.00		3,000.00	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	61,920.00		-	61,920.00	80.00%	15,480.00	6,192.00
8	3: /tc 416 /gO (subcontract)	67,300.00		67,300.00	67,300.00		-	67,300.00	100.00%	-	6,730.00
9	Exterior Sealants	104,000.00		104,000.00	72,800.00	31,200.00	-	104,000.00	100.00%	-	10,400.00
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	669,371.00	31,200.00	0.00	700,571.00	91.60%	64,280.00	67,012.00

R - 21935

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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 $ 28,080.00 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 October, 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 October, 20 17.

Signed, sealed and delivered
in the presence of:

Signature
Jennifer Shaw
Print Name

Waterproofing Specialties Inc.
a NC corporation

Signature
Cardiff Shea - President
Print Name & Title

STATE OF North Carolina

COUNTY OF Lincoln

The foregoing instrument was acknowledged before me this 13 day of October, 20 17 by Cardiff Shea, President of Waterproofing Specialties North Carolina corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Shannon E Tomasetti
NOTARY PUBLIC, STATE OF North Carolina

My Commission Expires: 6/5/2022

SHANNON E TOMASETTI NOTARY PUBLIC LINCOLN COUNTY, NC

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	10/13/2017

PRIME SUB'S NAME	Waterproofing Specialties Inc.
Attachment for Pay Req #:	15
for Month Ending:	10/31/2017

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	$294,878.74	7/7/2017	8/31/2017	PARTIAL		Request 9/30/17, 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	$12,084.40	9/11/2017	8/31/2017	PARTIAL		Request 9/30/17, Forthcoming
IDI Distributors, Inc.	N	N	N/A	N	YES	NO	$26,916.77	7/6/2017	8/31/2017	PARTIAL		Request 9/30/17, Forthcoming
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	

R - 21937

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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: **10/31/17**

FROM CONTRACTOR:
Premier Exteriors LLC
3087 Argent Blvd
Ridgeland, SC 29936

VIA ARCHITECT:

PROJECT NO: **#13026000**

CONTRACT FOR: CONSTRUCTION

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	861,508.09
2. Net change by Change Orders	$	446,269.29
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	1,307,777.38
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	1,249,482.42
5. RETAINAGE:	$	124,948.24
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	1,124,534.18
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	1,038,878.43
8. CURRENT PAYMENT DUE	$	**85,655.75**
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	183,243.20

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

Digitally signed by Kim Tredway
DN: cn=Kim Tredway, o=Premier Exteriors, ou, email=kimt@premierexteriorsllc.com, c=US
Date: 2017.10.30 16:50:23 -04'00'

By: _____ Date: 10/15/2017

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 . . . . . $ **85,655.75**

(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 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 2:32 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: **12**
APPLICATION DATE: **10/15/17**
PERIOD TO: **10/31/17**

Balfour Beatty Project **0**

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)'	BALANCE TO FINISH (C - G)	RETAINAGE 10%
1				-			-	-		-	-
2	***CO#1***		147,246.36	147,246.36	125,159.00		-	125,159.00	85.00%	22,087.36	12,515.90
3	***Mock Wall***		2,822.16	2,822.16	2,822.16	-	-	2,822.16	100.00%	-	282.22
	Flashing CO's		12,574.05	12,574.05	12,574.05		-	12,574.05	100.00%	-	1,257.41
	Window Returns		40,284.00	40,284.00	40,284.00		-	40,284.00	100.00%	-	4,028.40
	Window Opening Patching		4,680.00	4,680.00	4,680.00		-	4,680.00	100.00%	-	468.00
	Flashing at L3 Terraces		2,234.00	2,234.00	2,234.00			2,234.00	100.00%	-	223.40
	ReWaterproofing Windows		3,949.92	3,949.92	3,949.92			3,949.92	100.00%	-	394.99
	Stucco Wall Prep (Allowance)		100,000.00	100,000.00	100,000.00			100,000.00	100.00%	-	10,000.00
	Flashing Add -Top 6th Floor Cornice		4,718.00	4,718.00	4,718.00			4,718.00	100.00%	-	471.80
	Extra Manpower - High Build		6,240.00	6,240.00	6,240.00			6,240.00	100.00%	-	624.00
	RFI 0516 3rd Floor Slab Edge		2,696.75	2,696.75	2,696.75			2,696.75	100.00%	-	269.68
	Stucco Wall Prep (Allowance)		100,000.00	100,000.00	100,000.00			100,000.00	100.00%	-	10,000.00
	L3 Terrace & Pool Flashing		1,504.56	1,504.56		**1,504.56**		1,504.56	100.00%	-	150.46
	Stucco Wall Prep		12,030.00	12,030.00		**12,030.00**		12,030.00	100.00%	-	1,203.00
	6th Floor Parapet Stucco Band		6,537.25	6,537.25		**6,537.25**		6,537.25	100.00%	-	653.73
	Revise Lift Costs		(1,247.76)	(1,247.76)		**(1,247.76)**		(1,247.76)	100.00%	-	(124.78)
4				-			-	-		-	-
5	***Elevation North Materials***	$85,551.67		85,551.67	47,052.91	**34,221.00**	-	81,273.91	95.00%	4,277.76	8,127.39
6	***Elevation North Labor***	$105,320.43		105,320.43	57,926.33	**42,128.00**	-	100,054.33	95.00%	5,266.10	10,005.43
7	***Elevation EAST Materials***	$71,293.06		71,293.06	69,868.00		-	69,868.00	98.00%	1,425.06	6,986.80
14	***Elevation EAST Labor***	$87,767.03		87,767.03	86,011.00		-	86,011.00	98.00%	1,756.03	8,601.10
15	***Elevation SOUTH Materials***	$80,798.80		80,798.80	79,182.00		-	79,182.00	98.00%	1,616.80	7,918.20
16	***Elevation SOUTH Labor***	$99,469.30		99,469.30	97,480.00		-	97,480.00	98.00%	1,989.30	9,748.00
17	***Elevation WEST Materials***	$68,916.62		68,916.62	65,470.00		-	65,470.00	95.00%	3,446.62	6,547.00
18	***Elevation WEST Labor***	$84,841.46		84,841.46	80,599.00		-	80,599.00	95.00%	4,242.46	8,059.90
19	***Courtyard Materials***	$49,905.14		49,905.14	47,410.00		-	47,410.00	95.00%	2,495.14	4,741.00
20	***Courtyard Labor***	$61,436.92		61,436.92	58,365.00		-	58,365.00	95.00%	3,071.92	5,836.50
21	***Scaffolding***	$66,207.66		66,207.66	59,587.25		-	59,587.25	90.00%	6,620.41	5,958.73
22				-			-	-		-	-
23				-			-	-		-	-
24				-			-	-		-	-
25				-			-	-		-	-
26				-			-	-		-	-
				-			-	-		-	-

R - 21939

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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: 12
APPLICATION DATE: 10/15/17
PERIOD TO: 10/31/17
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%
	GRAND TOTALS	**861,508.09**	**446,269.29**	**1,307,777.38**	**1,154,309.37**	**95,173.05**	**0.00**	**1,249,482.42**	**95.54%**	**58,294.96**	**124,948.24**

R - 21940

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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 $ 85,655.75 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

_____

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 October, 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 15 day of October, 20 17

Signed, sealed and delivered
in the presence of:

Digitally signed by Kim Tredway
DN: cn=Kim Tredway, o=Premier Exteriors, ou, email=kimt@premierexteriorsllc.com, c=US
Date: 2017.03.16 08:15:11 -04'00'

Signature
Kim Tredway
Print Name

Premier Exteriors LLC
a _____ corporation

Digitally signed by Justin Harvey
DN: cn=Justin Harvey, o=Premier Exteriors LLC, ou, email=justinh@premierexteriorsllc.com, c=US
Date: 2017.03.16 08:15:30 -04'00'

Signature
Justin Harvey/CEO
Print Name & Title

STATE OF SC

COUNTY OF Jasper

The foregoing instrument was acknowledged before me this 15 day of October, 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

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

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

FROM CONTRACTOR:
Koch Corporation
1131 Logan Street
Louisville, KY 40204

CONTRACT FOR: CONSTRUCTION

PROJECT: **HOTEL AT MARION SQUARE**

VIA ARCHITECT:

APPLICATION NO: **4**

PERIOD TO: **10/31/17**

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	$	1,255,030.00
2. Net change by Change Orders	$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	1,255,030.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	677,726.05
5. RETAINAGE:	$	67,772.61
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	609,953.45
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	227,625.60
8. CURRENT PAYMENT DUE	$	382,327.85
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	645,076.56

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: Christie Capito Date: 10/31/17

CONTRACTOR
By: _____ Date: _____

CONSTRUCTION MANAGER:
By: _____ Date: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT REQUESTED . . . . . $ 382,327.85

(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.

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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5292

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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: 10/1/17
PERIOD TO: 10/31/17

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	Bond	18,285.00		18,285.00	18,285.00		-	18,285.00	100.00%	-	1,828.50
2	Submittals	5,000.00		5,000.00	5,000.00		-	5,000.00	100.00%	-	500.00
3	Mobilization / Distribution	40,000.00		40,000.00			-	-	0.00%	40,000.00	-
4	General Conditions	31,000.00		31,000.00			-	-	0.00%	31,000.00	-
5	Equipment Rental	10,000.00		10,000.00			-	-	0.00%	10,000.00	-
6	Punch List	25,100.00		25,100.00			-	-	0.00%	25,100.00	-
7	Clean up	8,900.00		8,900.00			-	-	0.00%	8,900.00	-
8	Demobilization	5,000.00		5,000.00			-	-	0.00%	5,000.00	-
9	Close-out	2,000.00		2,000.00			-	-	0.00%	2,000.00	-
10											
11	**MOCK-UP:**										
12	Time of Order - Deposit	1,510.00		1,510.00	1,510.00		-	1,510.00	100.00%	-	151.00
13	Shop Drawings	2,265.00		2,265.00	2,265.00		-	2,265.00	100.00%	-	226.50
14	Prior to Shipment - Deposit	3,774.00		3,774.00	3,774.00		-	3,774.00	100.00%	-	377.40
15											
16	**HOPE'S PRE-JOBSITE DELIVERY:**										
17	Time of Order - Deposit	88,834.00		88,834.00	88,834.00		-	88,834.00	100.00%	-	8,883.40
18	Shop Drawings	133,250.00		133,250.00	133,250.00		-	133,250.00	100.00%	-	13,325.00
19	Prior to Shipment - Deposit	222,084.00		222,084.00			-	-	0.00%	222,084.00	-
20											
21	**NORTH ELEVATION - 1ST FLOOR:**										
22	Windows and Doors - Material	100,612.00		100,612.00		**100,612.00**	-	100,612.00	100.00%	-	10,061.20
23	Windows and Doors - Labor	37,742.00		37,742.00			-	-	0.00%	37,742.00	-
24	Glass	21,185.00		21,185.00		**20,125.75**	-	20,125.75	95.00%	1,059.25	2,012.58
25	Caulking	28,258.00		28,258.00			-	-	0.00%	28,258.00	-
26											
27	**SOUTH ELEVATION - 1ST FLOOR:**										
28	Windows and Doors - Material	122,970.00		122,970.00		**122,970.00**	-	122,970.00	100.00%	-	12,297.00
29	Windows and Doors - Labor	41,935.00		41,935.00			-	-	0.00%	41,935.00	-
30	Glass	23,530.00		23,530.00		**23,530.00**	-	23,530.00	100.00%	-	2,353.00
31	Caulking	31,398.00		31,398.00			-	-	0.00%	31,398.00	-
32											
33	**SOUTH ELEVATION - 3RD FLOOR:**										
34	Windows and Doors - Material	11,179.00		11,179.00		**11,179.00**	-	11,179.00	100.00%	-	1,117.90
35	Windows and Doors - Labor	4,194.00		4,194.00			-	-	0.00%	4,194.00	-

R - 21943

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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: 10/1/17
PERIOD TO: 10/31/17

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%
36	Glass	2,354.00		2,354.00		2,236.30	-	2,236.30	95.00%	117.70	223.63
37	Caulking	3,140.00		3,140.00			-	-	0.00%	3,140.00	-
38											
39	**WEST ELEVATION - 1ST FLOOR:**										
40	Windows and Doors - Material	100,612.00		100,612.00		100,612.00	-	100,612.00	100.00%	-	10,061.20
41	Windows and Doors - Labor	37,742.00		37,742.00			-	-	0.00%	37,742.00	-
42	Glass	21,185.00		21,185.00		21,185.00	-	21,185.00	100.00%	-	2,118.50
43	Caulking	28,258.00		28,258.00			-	-	0.00%	28,258.00	-
44											
45	**EAST ELEVATION - 1ST FLOOR:**										
46	Windows and Doors - Material	22,358.00				22,358.00		22,358.00			2,235.80
47	Windows and Doors - Labor	8,387.00		8,387.00			-	-	0.00%	8,387.00	-
48	Glass	4,708.00		4,708.00			-	-	0.00%	4,708.00	-
49	Caulking	6,281.00		6,281.00			-	-	0.00%	6,281.00	-
50				-							
				-							
	GRAND TOTALS	**1,255,030.00**	**0.00**	**1,255,030.00**	**252,918.00**	**424,808.05**	**0.00**	**677,726.05**	**54.00%**	**577,303.95**	**67,772.61**

R - 21944

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ELECTRONICALLY FILED - 2023 May 16 2:32 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 Koch Corporation (the "Lienor") for and in consideration of the payment of the sum of $ 382,327.85 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

_____

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 October, 017, 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 6th day of November, 2017.

Signed, sealed and delivered
in the presence of:

Christie Capito
Signature
Christie Capito
Print Name

Koch Corporation
a Kentucky corporation

Christie Capito
Signature
Christie Capito, Assistant Controller
Print Name & Title

STATE OF Kentucky

COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 6th day of November, 2017, by Christie Capito, Assistant Controller of Koch Corporation, a Kentucky 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 Kentucky

My Commission Expires: 9/2/2021

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

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

FROM CONTRACTOR:
Koch Corporation
1131 Logan Street
Louisville, KY 40204

CONTRACT FOR: CONSTRUCTION

PROJECT: **HOTEL AT MARION SQUARE**

VIA ARCHITECT:

APPLICATION NO: **4**

PERIOD TO: **10/31/17**

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	$	1,255,030.00
2. Net change by Change Orders	$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	1,255,030.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	677,726.05
5. RETAINAGE:	$	67,772.61
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	609,953.45
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	227,625.60
8. CURRENT PAYMENT DUE	$	382,327.85
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	645,076.56

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: Christie Caputo Date: 10/31/17

CONTRACTOR
By: _____ Date: _____

CONSTRUCTION MANAGER:
By: _____ Date: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT REQUESTED ..... $ **382,327.85**

(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.

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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: 10/1/17
PERIOD TO: 10/31/17

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	Bond	18,285.00		18,285.00	18,285.00		-	18,285.00	100.00%	-	1,828.50
2	Submittals	5,000.00		5,000.00	5,000.00		-	5,000.00	100.00%	-	500.00
3	Mobilization / Distribution	40,000.00		40,000.00			-	-	0.00%	40,000.00	-
4	General Conditions	31,000.00		31,000.00			-	-	0.00%	31,000.00	-
5	Equipment Rental	10,000.00		10,000.00			-	-	0.00%	10,000.00	-
6	Punch List	25,100.00		25,100.00			-	-	0.00%	25,100.00	-
7	Clean up	8,900.00		8,900.00			-	-	0.00%	8,900.00	-
8	Demobilization	5,000.00		5,000.00			-	-	0.00%	5,000.00	-
9	Close-out	2,000.00		2,000.00			-	-	0.00%	2,000.00	-
10											
11	**MOCK-UP:**										
12	Time of Order - Deposit	1,510.00		1,510.00	1,510.00		-	1,510.00	100.00%	-	151.00
13	Shop Drawings	2,265.00		2,265.00	2,265.00		-	2,265.00	100.00%	-	226.50
14	Prior to Shipment - Deposit	3,774.00		3,774.00	3,774.00		-	3,774.00	100.00%	-	377.40
15											
16	**HOPE'S PRE-JOBSITE DELIVERY:**										
17	Time of Order - Deposit	88,834.00		88,834.00	88,834.00		-	88,834.00	100.00%	-	8,883.40
18	Shop Drawings	133,250.00		133,250.00	133,250.00		-	133,250.00	100.00%	-	13,325.00
19	Prior to Shipment - Deposit	222,084.00		222,084.00			-	-	0.00%	222,084.00	-
20											
21	**NORTH ELEVATION - 1ST FLOOR:**										
22	Windows and Doors - Material	100,612.00		100,612.00		**100,612.00**	-	100,612.00	100.00%	-	10,061.20
23	Windows and Doors - Labor	37,742.00		37,742.00			-	-	0.00%	37,742.00	-
24	Glass	21,185.00		21,185.00		**20,125.75**	-	20,125.75	95.00%	1,059.25	2,012.58
25	Caulking	28,258.00		28,258.00			-	-	0.00%	28,258.00	-
26											
27	**SOUTH ELEVATION - 1ST FLOOR:**										
28	Windows and Doors - Material	122,970.00		122,970.00		**122,970.00**	-	122,970.00	100.00%	-	12,297.00
29	Windows and Doors - Labor	41,935.00		41,935.00			-	-	0.00%	41,935.00	-
30	Glass	23,530.00		23,530.00		**23,530.00**	-	23,530.00	100.00%	-	2,353.00
31	Caulking	31,398.00		31,398.00			-	-	0.00%	31,398.00	-
32											
33	**SOUTH ELEVATION - 3RD FLOOR:**										
34	Windows and Doors - Material	11,179.00		11,179.00		**11,179.00**	-	11,179.00	100.00%	-	1,117.90
35	Windows and Doors - Labor	4,194.00		4,194.00			-	-	0.00%	4,194.00	-

R - 21947

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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: 10/1/17
PERIOD TO: 10/31/17

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%
36	Glass	2,354.00		2,354.00		2,236.30	-	2,236.30	95.00%	117.70	223.63
37	Caulking	3,140.00		3,140.00			-	-	0.00%	3,140.00	-
38											
39	**WEST ELEVATION - 1ST FLOOR:**										
40	Windows and Doors - Material	100,612.00		100,612.00		100,612.00	-	100,612.00	100.00%	-	10,061.20
41	Windows and Doors - Labor	37,742.00		37,742.00			-	-	0.00%	37,742.00	-
42	Glass	21,185.00		21,185.00		21,185.00	-	21,185.00	100.00%	-	2,118.50
43	Caulking	28,258.00		28,258.00			-	-	0.00%	28,258.00	-
44											
45	**EAST ELEVATION - 1ST FLOOR:**										
46	Windows and Doors - Material	22,358.00				22,358.00		22,358.00			2,235.80
47	Windows and Doors - Labor	8,387.00		8,387.00			-	-	0.00%	8,387.00	-
48	Glass	4,708.00		4,708.00			-	-	0.00%	4,708.00	-
49	Caulking	6,281.00		6,281.00			-	-	0.00%	6,281.00	-
50				-							
				-							
	GRAND TOTALS	**1,255,030.00**	**0.00**	**1,255,030.00**	**252,918.00**	**424,808.05**	**0.00**	**677,726.05**	**54.00%**	**577,303.95**	**67,772.61**

R - 21948

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ELECTRONICALLY FILED - 2023 May 16 2:32 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 Koch Corporation (the "Lienor") for and in consideration of the payment of the sum of $ 382,327.85 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

_____

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 October, 017, 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 6th day of November, 2017.

Signed, sealed and delivered
in the presence of:

Christie Capito
Signature

Christie Capito
Print Name

Koch Corporation
a Kentucky corporation

Christie Capito
Signature

Christie Capito, Assistant Controller
Print Name & Title

STATE OF Kentucky

COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 6th day of November, 2017, by Christie Capito, Assistant Controller of Koch Corporation, a Kentucky 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 Kentucky

My Commission Expires: 9/2/2021

ELECTRONICALLY FILED - 2023 May 16 2:32 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request #: 12
Work Performed Through: 10/31/17

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

Phone Number:
Fax Number:

Project Name: Hotel at Marion Square
Job No.: 13026400
Date: 10/20/17
Owner: Library Associates, LLC

Description of Work: Glass & Glazing

Original Contract Amount	$1,939,445.00	
Change Order Total	$234,778.50	
Through C/O #: 0		
Total Revised Contract	$2,174,223.50	
Previous Work Performed to Date(SSR)	$1,571,066.30	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site		
Current Month Gross	$49,873.20	
New Work Performed to Date	$1,620,939.50	
Less 10 % Retainage	$162,093.95	
Amount Earned to Date	$1,458,845.55	
Less Previous Net Billings	$1,413,959.67	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$44,885.88	

Subcontract [X] Purchase Order [ ]

Other Contract Type:

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

Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status	Finaled	
Insurance Expiration Date	05/09/18	
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	108005	13026400	546271
Date	Invoice #	Description		
10/31/17	13026400 - 12	13026400 . PE# 12 . 17.10		
Gross Amount		Retainage Amt	Net Amount	
$49,873.20		$2,493.66	$44,885.88	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO		400.50880000.40		NO

Hall Codes: 02- OWNER FUNDING
PM APP
Lower Tier Waivers

Approvals:
PM / Date
CA 10/20/17
PA / Date
APA / Date

R - 21950

Balfour Beatty
Construction

Request for Payment

Pay Request #	13
Work Performed Through:	10/31/2017

12

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

Project Name: *The Hotel at Marion Square* Job No.: 13026000 Date: 10-18-17
Owner: Library Associates, LLC

Description of Work:	Glass and Glazing	
Original Contract Amount	$1,939,443.00	
Change Order Total Through C/O #:	$234,778.50	
Total Revised Contract	$2,174,221.50	
Value of Work Performed to Date	$1,620,939.50	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month (Stored Materials)	$0.00	
Total	$1,620,939.50	
Less ____% Retainage	$162,093.95	
Amount Earned to Date	$1,458,845.55	
Less Previous Billings/Payments	$1,413,959.67	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$44,885.88	

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	
$1,620,939.50		$162,093.95	$44,885.88	
Accrue Tax	Tax Code	Pay Item & Cost Code		
YES NO				

Halt Codes:

Approvals:
PM / Date
PA / Date
APA / Date

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ELECTRONICALLY FILED - 2023 May 16 2:32 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

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

KNOW ALL MEN BY THESE PRESENTS:

That 1st Choice Glass, Inc (the "Lienor") for and in consideration of the payment of the sum of $ 44,885.88 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 October, 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 October, 2017.

Signed, sealed and delivered
in the presence of:

Sidney Best
Signature
Sidney Best
Print Name

1st Choice Glass, Inc
a NC corporation

Signature
Jason A. Savage CFO
Print Name & Title

STATE OF NC

COUNTY OF Union

The foregoing instrument was acknowledged before me this 18th day of October, 2017, by Jason A. Savage, CFO of 1st Choice Glass, Inc., a NC corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Notary Public Boston County NORTH CAROLINA

Heidi A. Hall
NOTARY PUBLIC, STATE OF NC

My Commission Expires: May 10, 2021

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

Project: The Hotel at Mar Square

13

October 17, 2017 ☐
October 1, 2017 ☐
October 31, 2017 ☐

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

Contract For:

Construction Manager:

Architect:

APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		1,939,445.00
2. Net Change By Change Orders		234,778.50
3. CONTRACT SUM TO DATE		2,174,223.50
4. TOTAL COMPLETED AND STORED TO DATE		1,620,939.50
5. RETAINAGE:		
a. of Completed Work	162,093.95	
b. of Stored Material	0.00	
TOTAL RETAINAGE		162,093.95
6. TOTAL EARNED LESS RETAINAGE		1,458,845.55
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		1,413,959.67
8. CURRENT PAYMENT DUE		44,885.88
9. BALANCE TO FINISH, INCLUDING RETAINAGE		715,377.95

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

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment show herein is now due.

CONTRACTOR: 1st Choice Glass Inc.

By: _____ Date: 10/17/17

Paul Dustin, Project Manager

Subscribed and sworn before me this 17th day of October 2017

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

Notary Public: Heidi Hall My Commission expires: May 10, 2021

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify 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

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT:

By: _____ Date: _____

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

R - 21953

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CONT[illegible]IATION SHEET G703 PROJECT: The Hotel at Marion [illegible]are 1st Choice Glass Inc Page 1 [illegible]

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

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

13

October 17, 2017

October 1, 2017

October 31, 2017

A	B	C	D	E	F	G		H	I
Item #	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored To Date	%	Balance to Finish	Retainage
			From Previous Application(s)	This Period					
1	Project Management	20,000.00	16,000.00	0.00		16,000.00	80.00	4,000.00	1,600.00
2	Submittals	25,000.00	22,500.00	0.00		22,500.00	90.00	2,500.00	2,250.00
3	1st Floor								
4	Interior Glazing	90,000.00	0.00	0.00		0.00	0.00	90,000.00	0.00
5	Soffit Mirror	20,000.00	20,000.00	0.00		20,000.00	100.00	0.00	2,000.00
6	1st Floor Labor	31,280.00	7,820.00	0.00		7,820.00	25.00	23,460.00	782.00
7	2nd Floor								
8	Windows	76,212.00	76,212.00	0.00		76,212.00	100.00	0.00	7,621.20
9	Int Glazing	35,000.00	0.00	0.00		0.00	0.00	35,000.00	0.00
10	Labor	19,280.00	14,460.00	0.00		14,460.00	75.00	4,820.00	1,446.00
11	3rd Floor								
12	Windows	21,170.00	21,170.00	0.00		21,170.00	100.00	0.00	2,117.00
13	Terrace Doors	247,506.00	247,506.00	0.00		247,506.00	100.00	0.00	24,750.60
14	Storefront Doors	9,100.00	9,100.00	0.00		9,100.00	100.00	0.00	910.00
15	Toilet Doors	31,320.00	1,566.00	21,924.00		23,490.00	75.00	7,830.00	2,349.00
16	Showers	24,876.00	1,243.80	17,413.20		18,657.00	75.00	6,219.00	1,865.70
17	Int Glazing	3,800.00	0.00	0.00		0.00	0.00	3,800.00	0.00
18	Labor	21,180.00	12,708.00	4,236.00		16,944.00	80.00	4,236.00	1,694.40
19	4th Floor								
20	Windows	114,318.00	114,318.00	0.00		114,318.00	100.00	0.00	11,431.80
21	Toilet Doors	31,320.00	0.00	0.00		0.00	0.00	31,320.00	0.00
22	Showers	24,876.00	0.00	0.00		0.00	0.00	24,876.00	0.00
23	Interior Glazing	3,800.00	0.00	0.00		0.00	0.00	3,800.00	0.00
24	Labor	21,680.00	10,840.00	0.00		10,840.00	50.00	10,840.00	1,084.00

R - 21954

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

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

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

13

October 17, 2017

October 1, 2017

October 31, 2017

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

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

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

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

13

October 17, 2017

October 1, 2017

October 31, 2017

A	B	C	D	E	F	G		H	I
Item #	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored To Date	%	Balance to Finish	Retainage
			From Previous Application(s)	This Period					
49	Labor	18,380.00	9,190.00	0.00		9,190.00	50.00	9,190.00	919.00
50	9th Floor								
51	Nana Walls	155,000.00	155,000.00	0.00		155,000.00	100.00	0.00	15,500.00
52	Storefront	16,900.00	16,900.00	0.00		16,900.00	100.00	0.00	1,690.00
53	Labor	17,875.00	8,937.50	0.00		8,937.50	50.00	8,937.50	893.75
54									
55	Mock Ups	10,275.00	10,275.00	0.00		10,275.00	100.00	0.00	1,027.50
56	Composite Clean Up	3,200.00	0.00	0.00		0.00	0.00	3,200.00	0.00
57	Caulking	18,000.00	7,200.00	6,300.00		13,500.00	75.00	4,500.00	1,350.00
58	Mobilization	19,000.00	19,000.00	0.00		19,000.00	100.00	0.00	1,900.00
59	Sundries & Fab Supplies	60,000.00	45,000.00	0.00		45,000.00	75.00	15,000.00	4,500.00
60	Change Order #1	0.00	0.00	0.00		0.00		0.00	0.00
61	Change Order #2	175,035.00	175,035.00	0.00		175,035.00	100.00	0.00	17,503.50
62	Change Order #3	11,388.50	0.00	0.00		0.00	0.00	11,388.50	0.00
63	Change Order #4	48,355.00	0.00	0.00		0.00	0.00	48,355.00	0.00
64	Change Order #5	1,952.13	0.00	0.00		0.00	0.00	1,952.13	0.00
65	Change Order #6	9,374.00	9,374.00	0.00		9,374.00	100.00	0.00	937.40
	GRAND TOTAL:	2,185,549.63	1,571,066.30	49,873.20		1,620,939.50	74.17	564,610.13	162,093.95

R - 21956

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

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Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13025000

Date Prepared:	10/18/2017

PRIME SUB'S NAME	
Attachment for Pay Req #:	13
for Month Ending:	10/31/2017

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*
Aldora Aluminum and Glass	No	No	N/A	No	YES	NO	$2,021.68	4/3/2017	4/2/2017	PARTIAL	FINAL	
Grahma Architectual Products	No	No	N/A	No	YES	NO	$716,543.50	6/22/2017	6/21/2017	PARTIAL	FINAL	
United Rentals	No	No	N/A	No	YES	NO	$2,747.32	9/28/2017	9/27/2017	PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	

R - 21957

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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: 12
APPLICATION DATE: 10/15/17
PERIOD TO: 10/31/17

Balfour Beatty Project **0**

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE 10%
1				-			-	-		-	-
2	***CO#1***		147,246.36	147,246.36	125,159.00		-	125,159.00	85.00%	22,087.36	12,515.90
3	***Mock Wall***		2,822.16	2,822.16	2,822.16	-	-	2,822.16	100.00%	-	282.22
	Flashing CO's		12,574.05	12,574.05	12,574.05		-	12,574.05	100.00%	-	1,257.41
	Window Returns		40,284.00	40,284.00	40,284.00		-	40,284.00	100.00%	-	4,028.40
	Window Opening Patching		4,680.00	4,680.00	4,680.00		-	4,680.00	100.00%	-	468.00
	Flashing at L3 Terraces		2,234.00	2,234.00	2,234.00			2,234.00	100.00%	-	223.40
	ReWaterproofing Windows		3,949.92	3,949.92	3,949.92			3,949.92	100.00%	-	394.99
	Stucco Wall Prep (Allowance)		100,000.00	100,000.00	100,000.00			100,000.00	100.00%	-	10,000.00
	Flashing Add -Top 6th Floor Cornice		4,718.00	4,718.00	4,718.00			4,718.00	100.00%	-	471.80
	Extra Manpower - High Build		6,240.00	6,240.00	6,240.00			6,240.00	100.00%	-	624.00
	RFI 0516 3rd Floor Slab Edge		2,696.75	2,696.75	2,696.75			2,696.75	100.00%	-	269.68
	Stucco Wall Prep (Allowance)		100,000.00	100,000.00	100,000.00			100,000.00	100.00%	-	10,000.00
	L3 Terrace & Pool Flashing		1,504.56	1,504.56		**1,504.56**		1,504.56	100.00%	-	150.46
	Stucco Wall Prep		12,030.00	12,030.00		**12,030.00**		12,030.00	100.00%	-	1,203.00
	6th Floor Parapet Stucco Band		6,537.25	6,537.25		**6,537.25**		6,537.25	100.00%	-	653.73
	Revise Lift Costs		(1,247.76)	(1,247.76)		**(1,247.76)**		(1,247.76)	100.00%	-	(124.78)
4				-			-	-		-	-
5	***Elevation North Materials***	$85,551.67		85,551.67	47,052.91	**34,221.00**	-	81,273.91	95.00%	4,277.76	8,127.39
6	***Elevation North Labor***	$105,320.43		105,320.43	57,926.33	**42,128.00**	-	100,054.33	95.00%	5,266.10	10,005.43
7	***Elevation EAST Materials***	$71,293.06		71,293.06	69,868.00		-	69,868.00	98.00%	1,425.06	6,986.80
14	***Elevation EAST Labor***	$87,767.03		87,767.03	86,011.00		-	86,011.00	98.00%	1,756.03	8,601.10
15	***Elevation SOUTH Materials***	$80,798.80		80,798.80	79,182.00		-	79,182.00	98.00%	1,616.80	7,918.20
16	***Elevation SOUTH Labor***	$99,469.30		99,469.30	97,480.00		-	97,480.00	98.00%	1,989.30	9,748.00
17	***Elevation WEST Materials***	$68,916.62		68,916.62	65,470.00		-	65,470.00	95.00%	3,446.62	6,547.00
18	***Elevation WEST Labor***	$84,841.46		84,841.46	80,599.00		-	80,599.00	95.00%	4,242.46	8,059.90
19	***Courtyard Materials***	$49,905.14		49,905.14	47,410.00		-	47,410.00	95.00%	2,495.14	4,741.00
20	***Courtyard Labor***	$61,436.92		61,436.92	58,365.00		-	58,365.00	95.00%	3,071.92	5,836.50
21	***Scaffolding***	$66,207.66		66,207.66	59,587.25		-	59,587.25	90.00%	6,620.41	5,958.73
22				-			-	-		-	-
23				-			-	-		-	-
24				-			-	-		-	-
25				-			-	-		-	-

R - 21958

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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: 12
APPLICATION DATE: 10/15/17
PERIOD TO: 10/31/17

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%
26				-			-	-		-	-
				-			-	-		-	-
	GRAND TOTALS	**861,508.09**	**446,269.29**	**1,307,777.38**	**1,154,309.37**	**95,173.05**	**0.00**	**1,249,482.42**	**95.54%**	**58,294.96**	**124,948.24**

R - 21959

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Balfour Beatty
Construction

Request for Payment

Pay Request #: PE03
Work Performed Through: 10/31/17

Subcontractor's Name: Superior Stone of the Souteast
Subcontractor's Address: 2310 N. Brevard Street
Charlotte, NC 28206
704-333-9884
Phone Number: 704-332-3920
Fax Number:

Project Name: Hotel at Marion Square
Job No.: 13026400
Date: 10/17/17
Owner: Library Associates, LLC

Description of Work: Stone

Original Contract Amount	$81,470.00	
Change Order Total	$0.00	
Through C/O #: 0		
Total Revised Contract	$81,470.00	
Previous Work Performed to Date(SSR)	$43,200.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$26,789.00	
New Work Performed to Date	$69,989.00	
Less 10% Retainage	$6,998.90	
An . Earned to Date	$62,990.10	
Less Previous Net Billings	$38,880.00	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0 00	
Total Amount this Requisition	$24,110.10	

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	07/01/18-All jobs	
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		13026400	
Date	**Invoice #**	**Description**		
10/31/17	13026400 - PE03	13026400 . PE# PE03 . 17.10		
Gross Amount		**Retainage Amt**	**Net Amount**	
$26,789.00		$1,350.45	$24,110.10	
Trade Account?	**Tax Code**	**Pay Item & Cost Code**		**Accrue Tax?**
NO				NO

Halt Codes: 02- OWNER FUNDING
Owner Waiver
PM APP

Approvals:

PM / Date

CA 10/25/17 revised

PA / Date

APA / Date

Balfour Beatty
Construction

Request for Payment

Pay Request # 3
Work Performed Through 10/31/17

ontractor's Name Superior Stone of the Southeast
_ontractor's Address 2310 N. Brevard Street
Charlotte, NC 28206
Phone Number 704-333-9884
Fax Number 704-332-3920

Project Name: Hotel at Marion Square Job No.: 13026000 Date: 10/20/17
Owner: Library Associates, LLC

Description of Work: Stone

Original Contract Amount	$81,470.00	
Change Order Total Through C/O #:_____	$0.00	
Total Revised Contract	$81,470.00	
Value of Work Performed to Date	$69,989.00	
Value of Materials Stored On Site		
Value of Materials Stored Off Site		
Current Month (Stored Materials)	$0.00	
Total	$69,989.00	
Less_Retainage	$6,998.90	
Amount Earned to Date	$62,990.10	
Previous Billings/Payments	$38,880.00	
Less Adjustments/Joint Checks		
Less Pending Back Charges		
Total Amount this Requisition	$24,110.10	

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 ☐

Due Date

Owner Payment Rec'd Date:

Batch #

Voucher #

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50540			
Date	**Invoice #**	**Description**		
Gross Amount		**Retainage Amt**	**Net Amount**	
$69,989.00		$6,998.90	$24,110.10	
Accrue Tax	**Tax Code**	**Pay Item & Cost Code**		
YES NO				

Hall Codes:

Approvals:
PM / Date
PA / Date
APA / Date

Forms/10-17j DUC Pay App 03
Last Revision 04/03/2007 | Page 1 of 1

ELECTRONICALLY FILED - 2023 May 16 2:32 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

TO (OWNER): Balfour Beatty Construction
1930 Camden Road
Suite 280
Charlotte, NC 28203

PROJECT: Marion Sc[illegible]e
1302600[illegible]

APPLICATION NO: 3

PERIOD TO: 10/31/2017

Distribution to:
- [ ] OWNER
- [ ] ARCHITECT
- [x] CONTRACTOR
- [ ]
- [ ]

FROM (CONTRACTOR): Superior Stone of the Southeast
2310 N. Brevard Street
Charlotte, NC 28206

CONTRACT FOR: Stone

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner TOTAL		
Approved this month — Number / Date Approved		
TOTAL	$0.00	
Net change by Change Orders	$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief that 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 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: October 20, 2017

1. ORIGINAL CONTRACT SUM		$ 81,470.00
2. Net change by Change Orders		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 +- 2)		$ 81,470.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 69,989.00
5. RETAINAGE:		
a. 10 % of Completed Work (Column D+ E on G703)	$ 6,998.90	
b. 10 % of Stored Material (Column F on G703)	$	
Total Retainage (line 5a + 5b or Total in Column I of G703)		$ 6,998.90
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 62,990.10
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 38,880.00
8. CURRENT PAYMENT DUE		$ 24,110.10
9. BALANCE TO FINISH , PLUS RETAINAGE (Line 3 less Line 6)		$ 18,479.90

State of: North Carolina County of: Mecklenburg
Subscribed and sworn to before me this 20th day of October, 2017
Notary Public: Charlene B. Winecoff
My commission expires: December 15, 2018

CHARLENE B. WINECOFF
NOTARY PUBLIC
Mecklenburg County, North Carolina
My Commission Expires 12/15/2018

AMOUNT CERTIFIED. . . . . $ 24,110.10
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on-site observations and the data comprising the above 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.

ARCHITECT:

By: _____

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

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AIA Docume 702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollars.
Use Column I on Contracts where variable Retainage for line items may apply.

APPLICATION NUMBER:
APPLICATION DATE: 10/20/17
PERIOD TO: 10/31/17
BALFOUR BEATTY/Marion Square
SUPERIOR STONE JOB #17-1003

A	B	C	D	E	F	G		H	I
#	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					
1	Stone (Materials)	40,700.00	40,700.00			40,700.00	100%	0.00	4,070.00
2	Scaffolding/Labor	32,570.00		22,799.00		22,799.00	70%	9,771.00	2,279.90
3	Mobilzation	5,700.00		3,990.00		3,990.00	70%	1,710.00	399.00
4	Samples/Submittlas/ Administrative	2,500.00	2,500.00			2,500.00	100%	0.00	250.00
		81,470.00	43,200.00	26,789.00	0.00	69,989.00	86%	11,481.00	6,998.90

R - 21963

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Balfour Beatty Construction

Exhibit F1

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned, Superior Stone of the Southeast (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 (Street Address)

In the City of Charleston, SC, 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 $ 24,110.10 (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: 10/31/2017 (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, 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 October 20 17.

Superior Stone of the Southeast (Name of Subcontractor/Vendor)

(signature)

By: Chris A. Combis, President (Print or Type the Signer's Name and Title)

STATE OF North Carolina

COUNTY OF Mecklenburg

The foregoing instrument was signed, sealed and acknowledged before me this 20th day of October 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: Caroline B. Nieves
Notary Public

My Commission expires: 15-Dec-18

CAROLINE B. NIEVES
NOTARY PUBLIC
Mecklenburg County, North Carolina
My Commission Expires 12/15/2018

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Balfour Beatty

TIER RELEASE SCHEDULE & OCIP CONFIRMATION LOG

Job Name	Marion Square
Job #	13026000

Date Prepared:	10/20/2017

PRIME SUB'S NAME	Superior Stone
Attachment for Pay Req #:	3
for Month Ending:	10/31/2017

*"Note: For any unenrolled/unreported tier sub that is involved in an OCIP loss, you may be responsible for $50,000 deductible.

A	B	C	D	E	F		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 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*	*YES*	*NO*	*$12,123.00*	*4/27/2010*	*3/31/2010*	*PARTIAL*	*FINAL*	*thru March 2010*
Amscraft A General Shale Company 6054 Zenith Mill Road Fort Valley, Georgia 31030	NO	NO	N/A			NO		NO	N/A	N/A	N/A	PARTIAL	FINAL	

I hereby certify that all Subcontractors/Suppliers tier for the referenced project are as listed above.

By: _____

Title: Chris A. Gamble, President

R - 21965

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SUPERIOR STONE
2310 N Brevard Street
Charlotte, NC 28206

INVOICE

Date	Invoice #
10/13/2017	7069

Bill To
Balfour Beatty Construction 1930 Camden Road Suite 280 Charlotte, NC 28203

Project	Job No.
Marion Square 13026000	17-1003

Description	Amount
Contract Amount: $81,470.00 Total to Date: $69,989.00 Less Retainage: $6,998.90 Less Previous Billing: $38,880.00 Amount Due this Invoice:	24,110.10
P pp #3	

Total $24,110.10

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ELECTRONICALLY FILED - 2023 May 16 2:32 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request # 8
Work Performed Through: 10/31/17

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: 10/24/17

Description of Work: Tools

Original Contract Amount	$2,595.08	
Change Order Total	$19,995.70	
Through C/O #: 0		
Total Revised Contract	$22,590.78	
Previous Work Performed to Date(SSR)	$22,590.78	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$2,217.55	
New Work Performed to Date	$24,808.33	
Less 0 % Retainage	$0.00	
Amount Earned to Date	$24,808.33	
Less Previous Net Billings	$22,590.78	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$2,217.55	

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		
10/31/17	13026400 - 08	13026400 . PE# 08 . 171031		
Gross Amount		Retainage Amt	Net Amount	
$2,217.55		$0.00	$2,217.55	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO		50610000.00000000		NO

Halt Codes: 03- Cond Prog

Approvals:
PM / Date
CA 10/24/17
PA / Date 3
APA / Date

EXHIBIT A

Ram Tool
Marion Square

JOB#: 13026400 CONTRACT#: 0 PAY APP# : 5

October 31, 2017

INVOICE DATE	INVOICE #	PREVIOUSLY PAID INVOICES	CURRENT INVOICES DUE	COMMENTS
2/13/2017	93526600	$ 199.04		PE01
2/16/2017	93533912	$ 197.64		PE01
2/20/2017	93539653	$ 32.06		PE01
2/21/2017	93541460	$ 308.26		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	$ 100.81		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	$ 328.50		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	$ 106.09		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	93748649	$ 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	$ 80.06		PE05
8/1/2017	93849037	$ 102.61		PE05
8/3/2017	93854567	$ 105.74		PE06
8/3/2017	93854568	$ 43.14		PE06
8/9/2017	93865419	$ 115.04		PE06
8/24/2017	93897192	$ 55.84		PE06
8/25/2017	93900683	$ 489.66		PE06
8/25/2017	93900685	$ 36.02		PE06
8/28/2017	93903680	$ 58.85		PE06
8/28/2017	93903682	$ 62.48		PE06
8/31/2017	93912933	$ 49.62		PE06
9/7/2017	93922982	$ 341.72		PE07
9/7/2017	93922981	$ 911.63		PE07
9/8/2017	93926323	$ 81.48		PE07
9/20/2017	93948164	$ 909.92		PE07
10/3/2017	93974647		$ 1,377.76	PE08
10/10/2017	93990727		$ 72.66	PE08
10/3/2017	93974646		$ 314.08	PE08
10/18/2017	94007844		$ 68.89	PE08
10/19/2017	94011041		$ 384.16	PE08
		$ 22,590.78		

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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

93974647
10/03/2017
Sold-To Party : 105588

BALFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD, SUITE 280
CHARLOTTE NC 28203

RECEIVED
OCT 10 2017
By

CUMENTS
s Order: 3954663
No.: MARTY / MARION SQUARE

Ship-To-Party : 5210434
MARION SQUARE
CORNER OF KING AND HUTSON STREET
CHARLESTON SC 29403

INFORMATION

Incoterm	004 Truck Delivery
Branch Location	SC01 CHARLESTON, SC
Total Invoice Amount	**1,377.76 USD**
Terms of Payment	Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
10	PPI-BUILDER BOARD BLD 38100 38" x 100' LOGO FLOOR PROTECT	16 ROL	79.00000	1,264.00
	Subtotal Before Tax			1,264.00
	Total Sales Tax			113.76
			Total Invoice in USD	1,377.76

Batch #2531834
Doc # 1556097
Paid 10/24/17

Vendor # 117022 PA CA 10/11/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
1302400	42035	10/46000	$1,377.76
			$

MGR APPROVAL — LESS Retainage Withheld $

Net Amount Due $

Please code

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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

93990727
10/10/2017
Sold-To Party : 105588

BALFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD, SUITE 280
CHARLOTTE NC 28203

CUMENTS
es Order: 3968105
. No.: MARION

RECEIVED
OCT 16 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	**72.66 USD**
Terms of Payment	Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
10	HAND TOOLS 1" FORSTNER BIT	2 EA	22.95000	45.90
20	CCT-705SP 1/8 1/8" 135SP H.D./H.S. JOB BIT	12 EA	1.73000	20.76
	Subtotal Before Tax			66.66
	Total Sales Tax			6.00
			Total Invoice in USD	72.66

Vendor # 112022 PA CA 10/17/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
1302600	42035	10146000	$ 72.66
			$

Please code

MGR APPROVAL — LESS Retainage Withheld $

Batch # 2531834
Doc # 1556098

Paid: 10/24/17

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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

93974646
10/03/2017
Sold-To Party : 105588

RECEIVED
OCT 10 2017
By

BALFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD, SUITE 280
CHARLOTTE NC 28203

CUMENTS
es Order: 3954438
. No.: MARTY / MARION SQUARE

Ship-To-Party : 5210434
MARION SQUARE
CORNER OF KING AND HUTSON STREET
CHARLESTON SC 29403

INFORMATION

Incoterm	003 Salesperson Deliver
Branch Location	SC01 CHARLESTON, SC
Total Invoice Amount	**314.08 USD**
Terms of Payment	Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
10	DWA-DW5843 9 1/2" X 1 3/4" BUSHING TOOL SDS MAX SHA	1 EA	85.89000	85.89
20	PYR-S4110S INTRUDER GLASS CLEAR LENS	12 EA	1.60000	19.20
30	PID-34 874 L GLOVE MAXIFLEX ULTIMATE EN1/AN1 L	12 PR	5.14000	61.68
40	PID-34 874 XL GLOVE MAXIFLEX ULTIMATE EN1/AN1 XL	12 PR	4.92250	59.07
50	HARDWARE SINGLE CYLINDER DEADBOLT	1 EA	42.50000	42.50
60	HARDWARE SINGLE SIDED KEY	4 EA	4.95000	19.80

Subtotal Before Tax	288.14
Total Sales Tax	25.94
Total Invoice in USD	314.08

Batch # 2581834
oc # 1556099
Paid: 10/24/17

Vendor # 117022 PA CA 10/11/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026400	42085	10146000	$ 314.08
			$

MGR APPROVAL — LESS Retainage Withheld $

Please code

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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
OCT 23 2017
By

Invoice
94007844
10/18/2017
Sold-To Party : 105588

BALFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD, SUITE 280
CHARLOTTE NC 28203

CUMENTS
es Order: 3985703
. 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	**68.89 USD**
Terms of Payment	Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
10	RMC-FEB1/2 X 1 1/2 1/2 X 1-1/2 SHOULDER FORGED EYE BOLT	4 EA	8.21250	32.85
20	RAW-6403SD SNAKE+ 1/2 INTERNAL THREAD	4 EA	2.87250	11.49
30	RAW-06309 DROP IN - STEEL SETTING TOOL 1/2IN	1 EA	3.65000	3.65
40	DWA-DW5446B10 5/8 X 6 X 8 SDS PLUS 2 CUTTER	1 EA	15.21000	15.21
	Subtotal Before Tax			63.20
	Total Sales Tax			5.69
			Total Invoice in USD	68.89

Batch # 2581834
Doc # 1556100
Paid: 10/24/17

Vendor # 117022 PA CA 10/24/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
1826400	42085	1014000	$ 68.89
			$

MGR APPROVAL — LESS Retainage Withheld $
Net Amount Due $

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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

94011041
10/19/2017
Sold-To Party : 105588

BALFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD, SUITE 280
CHARLOTTE NC 28203

RECEIVED
OCT 23 2017
By

CUMENTS
es Order: 3988344
. 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	**384.16 USD**
Terms of Payment	Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
10	FRA-5492 29OZ SUBFLOOR CONSTR. ADHESIVE	36 TBE	9.79000	352.44
	Subtotal Before Tax			352.44
	Total Sales Tax			31.72
			Total Invoice in USD	384.16

Batch # 2581834
Doc # 1556103
Paid 10/24/17

Vendor # 117022 PA CA 10/24/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
1302640O	42035	1014600	$ 384.16
			$

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 - PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

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Balfour Beatty
Construction

Request for Payment

Pay Request # 9
Work Performed Through: 10/31/17

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

Phone Number: 843-308-9663
Fax Number:

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 10/20/17
Owner: Library & Associates

Description of Work:	Skilled Labor	
Original Contract Amount	$27,169.55	
Change Order Total	$123,815.45	
Through C/O #: 0		
Total Revised Contract	$150,985.00	
Previous Work Performed to Date(SSR)	$150,379.60	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$605.40	
New Work Performed to Date	$150,985.00	
Less 0 % Retainage	$0.00	
Amount Earned to Date	$150,985.00	
Less Previous Net Billings	$150,379.60	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$605.40	

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

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

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

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50540	1967290	13026400	
Date	**Invoice #**	**Description**		
10/31/17	13026400 - 09	13026400 . PE# 09 . 171031		
Gross Amount		**Retainage Amt**	**Net Amount**	
$605.40		$0.00	$605.40	
Trade Account?	**Tax Code**	**Pay Item & Cost Code**		**Accrue Tax?**
NO		50610000.00000000		NO

Halt Codes: Owner Waiver

Approvals:

PM / Date	PA / Date	APA / Date
	CA 10/20/17	

EXHIBIT A

StaffZone

Marion Square

JOB#: 13026400 CONTRACT#: 0 PAY APP#: 9

October 31, 2017

INVOICE DATE	INVOICE #	PREVIOUSLY PAID INVOICES	CURRENT INVOICES DUE	COMMENTS
11/01/2016-01/01/2017	Steve Hires-592 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		
7/30/2017	CH-15051721	$ 766.84		
10/1/2017	CA-15203349		$ 403.60	
10/8/2017	CA-15203406		$ 201.80	
		$ 150,379.60	$ 605.40	

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

INVOICE

Invoice Number: CA-15203349
Invoice Date: 10/1/2017
Invoice Amount: $403.60

Amount Paid: _____

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

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

PO #:MARION SQUARE HOTEL SKILLED

Customer Number: 52BALF

↑ Please remit this stub with payment ↑

			Regular		Overtime		
Date	Description	Ticket Number	Hours	Rate	Hours	Rate	Amount
9/28/2017	LAIN, BRIAN T ***	171355	10.00	$19.99	0.00	$0.00	$199.90
9/29/2017	LAIN, BRIAN T ***	384232	10.00	$19.99	0.00	$0.00	$199.90
	ACA Benefits Surcharge		20.00	$0.19	0.00	$0.00	$3.80

Batch # 2519204 Doc # 1546664
Paid 10/4/17
Payment number: 214012
Payment date: 10/04/2017

Vendor # 1960290 PA CA 10/3/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026400	42040	5061000	$ 403.60
			$

MGR APPROVAL

LESS Retainage Withheld $

Net Amount Due $

Total Due: $403.60

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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) BALFOUR BEATTY CONSTRUCTION

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

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

Time: 7

No of Workers Needed: 1

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

How Many? 1 Time? _____ Report to: Flynn Scott

x _____ Flynn Scott
Authorized Signature Print Name

Reachable Phone Number: 843-934-6874

Job Description: Skilled - Carpenter

Remarks: SAFETY FIRST Our MOD Rate is

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	
B. Lain				10				10	

SUPERVISION REQUIRED TOTAL BILLABLE HOURS: 10

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

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anta-Doraville 770-220-9950	Denver 720-638-4972
nta-East Point 04-762-2512	Durham 919-797-0004
lanta-Marietta 78-903-	Ft. Worth 817-900-9000
Augusta 06-724-9585	Greensboro 336-553-2970
Austin 12-452-8367	Greenville 864-271-0004
Birmingham 05-703-9701	Huntsville 256-964-7274
Brunswick 12-264-5500	Jacksonville 904-634-0052
Charleston 43-308-9663	Nashville 615-242-9663
Charleston 2 43-202-1551	Orlando 407-413-5066
Charlotte 04-714-9663	Raleigh 919-863-9663
Columbia 03-399-9663	Richmond 804-644-9663
Columbus 06-324-1780	Savannah 912-965-9120
Dallas 72-258-9663	Tampa 813-972-9663

Company: (Bill To) BALFOUR BEATTY CONSTRUCTION

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

Report to: P H MARION SQUARE HOTEL SKILLED

Time: 7 MARTY DALE / P-NUT/FLYNN

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 _____ Flynn Scady

Authorized Signature Print Name

Reachable Phone Number: 843-934-6874

Job Description: Skilled - Carpenter

Remarks: SAFETY FIRST Our MOD Rate is .82

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
B. Lam					10			10

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS: 10

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

CORPORATE COPY

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REMIT PAYMENT TO:
STAFF ZONE
P.O. Box 890722
Charlotte, NC 28289-0722
(843) 202-1511

INVOICE

Invoice Number: CA-15203406
Invoice Date: 10/8/2017
Invoice Amount: $201.80

Amount Paid: _____

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

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

PO #:MARION SQUARE HOTEL SKILLED

Customer Number: 52BALF

↑ Please remit this stub with payment ↑

			Regular		Overtime		
Date	Description	Ticket Number	Hours	Rate	Hours	Rate	Amount
10/2/2017	LAIN, BRIAN T	384294	10.00	$19.99	0.00	$0.00	$199.90
	ACA Benefits Surcharge		10.00	$0.19	0.00	$0.00	$1.90

Batch # 2523162
Doc # 1550057
Paid: 10/11/17

Vendor # 1967290 PA CA 10/10/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026400	42640	50610000	$ 201.80
			$
MGR APPROVAL	LESS Retainage Withheld		$
			$

Payment number: 215983
Payment date: 10/11/2017

Total Due: $201.80

Invoice Number: CA-15203406
Invoice Date: 10/8/2017
Invoice Amount: $201.80

THANK YOU FOR USING STAFF ZONE

R - 21979

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Atlanta Doraville	Denver
770-220-9950	720-638-4972
Atlanta East Point	Durham
404-762-2512	919-797-0004
Atlanta Marietta	Ft. Worth
678-9	817-900-9000
Augusta	Greensboro
706-724-9585	336-553-2970
Austin	Greenville
512-452-8367	864-271-0004
Birmingham	Huntsville
205-703-9701	256-964-7274
Brunswick	Jacksonville
912-264-5500	904-634-0052
Charleston	Nashville
843-308-9663	615-242-9663
Charleston 2	Orlando
843-202-1551	407-413-5066
Charlotte	Raleigh
704-714-9663	919-861-9663
Columbia	Richmond
803-399-9663	804-644-9663
Columbus	Savannah
706-324-1780	912-965-9120
Dallas	Tampa
972-258-9663	813-972-9663

Company: (Bill To) 1081

BALFOUR BEATTY CONSTRUCTION

Job Site Name & Address:

404 KING ST
CHARLESTON. SC 29403
MARION SQUARE HOTEL

Report to: P M MARION SQUARE HOTEL SKILLED

Time: MARTY DALE / P-HUT/FLYNN

No of Workers Needed: 1

☐ Yes ☒ No

(Circle Day Needed)

Mon Tues Wed Thurs Fri Sat Sun

How Many? 1 Time? _____ Report to: _____

Authorized Signature

Flynn Scott
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
B. Last Flynn Said all good								10

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS: 10

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

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EXHIBIT G – APPLICATION FOR PAYMENT

Pay Request #: 17
Work Performed Through 10/31/17

Subcontractor's Name: Precision Walls, Inc.
Subcontractor's Address: 2205 E Distribution Center Dr., Charlotte, NC 28269
Phone Number: 843-793-6020
Fax Number: 843-571-2098

Project Name: Hotel at Marion Square Project No.: 13026000 Date: 10/31/17
Owner:

Description of Work: Drywall, GFRG, FRP, Light Gauge Steel Roof Trusses & Ceilings

Original Contract Amount:	$3,461,699.00
Change Order Total:	862,151.22
Through C/O#:	
Total Revised Contract	4,323,850.22
Value of Work Performed to Date	4,012,787.65
Value of Materials Stored On Site	00.00
Value of Materials Stored Off Site	00.00
Current Month (Stored Materials)	00.00
Total	4,012,787.65
Less 10.0000 % Retainage	401,278.92
Amount Earned to Date	3,611,508.73
Less Previous Billings/Payments	3,537,880.68
Less Adjustments/Joint Checks	00.00
Less Pending Back Charges	00.00
Total Amount this Requisition	73,628.05

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

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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-OCT-17
PROJECT #'S:
PO #:
DATE OF CONTRACT: 15-APR-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		$3,461,699.00
2.	SUM OF ALL CHANGE ORDERS		$862,151.22
3.	CURRENT CONTRACT AMOUNT	(Line 1 +/- 2)	$4,323,850.22
4.	TOTAL COMPLETED AND STORED (Column G on Continuation Page)		$4,012,787.65
5.	RETAINAGE:		
a.	% of Completed Work (Column D + E on Continuation Page)	$401,278.92	
b.	% of Material Stored (Column F on Continuation Page)	$0.00	
	Total Retainage (Line 5a + 5b or Column I on Continuation Page)		$401,278.92
6.	TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)		$3,611,508.73
7.	LESS PREVIOUS APPLICATIONS		$3,537,880.68
8.	PAYMENT DUE		$73,628.05
9.	BALANCE TO COMPLETION (Line 3 minus Line 6)	$712,341.49	

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months	$696,323.24	$6,693.14
Total approved this month	$70,263.65	$0.00
TOTALS	$766,586.89	$6,693.14
NET CHANGES	$759,893.75	

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: 11/2/2017

State of: SC
County of: Charleston

Subscribed and sworn to before me this 2 day of NOV 2017

HAZEL MALMEDE NOTARY PUBLIC SOUTH CAROLINA

Notary Public: _____

My Commission Expires: 4-27-2018

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 - 21982

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Precision Walls Inc.

CONTINUATION PAGE

PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 31-OCT-17
PERIOD THRU: 31-OCT-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	[illegible]3.00	0.00		24,763.00	100%	0.00	?,476.30

R - 21983

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Precision Walls Inc.

CONTINUATION PAGE

PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 31-OCT-17
PERIOD THRU: 31-OCT-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	12,631.50	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%	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	12,635.00	0.00		12,635.00	100%	0.00	1,263.51
128		2nd Floor Ceiling Drywall Assembly - Labor			29,608.00	23,686.40	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%	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	99,911.00	0.00		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	121,878.00	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%	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	50,110.00	0.00		50,110.00	100%	0.00	5,011.00
144		6th Floor Drywall Assembly - Labor			59,552.00	53,596.80	0.00		53,596.80	90%	5,955.20	5,359.68
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	44,664.00	8,932.80		53,596.80	90%	5,955.20	5,359.68
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 - 21984

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Precision Walls Inc.

CONTINUATION PAGE

PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 31-OCT-17
PERIOD THRU: 31-OCT-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	42,593.50	0.00		42,593.50	85%	7,516.50	4,259.35
152		8th Floor Drywall Assembly - Labor			59,552.00	29,776.00	50.00		29,826.00	50%	29,726.00	2,982.60
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	4,177.50	0.00		4,177.50	75%	1,392.50	417.75
156		Roof Terrace Drywall Assembly - Labor			10,250.00	5,125.00	2,562.50		7,687.50	75%	2,562.50	768.75
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	5,000.00	0.00		5,000.00	50%	5,000.00	500.00
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	15,000.00	0.00		15,000.00	100%	0.00	1,500.00
163		Scaffolding at stairwells			80,000.00	40,000.00	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%	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	3,241,348.60	11,545.30		3,252,893.90	94%	208,805.10	325,289.51
		SUB TOTAL			3,461,699.00	3,241,348.60	11,545.30		3,252,893.90	94%	208,805.10	325,289.51
		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 - 21985

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Precision Walls Inc.

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Hotel @ Marion Square

APPLICATION #: for 14-1278
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PERIOD THRU: 31-OCT-17

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PROJECT #'S:

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						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	22,204.00	0.00		22,204.00	100%	0.00	2,220.40
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 - 21986

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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-16687 - Hotel @ Marion Square - Quarry Cast Reduced Scope Formglas Rev J			251,123.00	200,898.36	12,556.15		213,454.51	85%	37,668.49	21,345.47
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	89,838.02	19,251.00		109,089.02	85%	19,250.98	10,908.90

R - 21987

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Precision Walls Inc.

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Hotel @ Marion Square

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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	19,405.00	0.00		19,405.00	100%	0.00	1,940.51
34		CO-18318 - SI 39 - Pattisserie Wall Changes			1,840.00	1,840.00	0.00		1,840.00	100%	0.00	184.00
35		CO-18429 - SI 41 Boardroom Revisions			1,821.00	1,821.00	0.00		1,821.00	100%	0.00	182.10
36		CO-18430 - SI 41 Prefunction Revisions			2,188.00	2,188.00	0.00		2,188.00	100%	0.00	218.80
37		CO-18417 - SI 39 - Guestroom Patching			1,060.00	1,060.00	0.00		1,060.00	100%	0.00	106.00
38		CO-18463 - RFI 0991 - ADA Bathroom Control Valve Locations			2,538.00	2,538.00	0.00		2,538.00	100%	0.00	253.80
39		CO-18471 - Spa Retail Revisions			4,466.00	4,466.00	0.00		4,466.00	100%	0.00	446.60
40		CO-18405 - Repair Lobby Ceiling Due to Water Damages Extra Work Order 4/29/17			315.00	315.00	0.00		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	2,867.00	0.00		2,867.00	100%	0.00	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%	0.00	203.10
43		CO-18410 - RFI 0915 Ballroom RCP Conflict with Ducts			4,517.00	4,517.00	0.00		4,517.00	100%	0.00	451.70
44		CO-18549 - Repair Water Damaged Drywall & Insulation Work Orders Date 7/7/17 - 7/12/17			3,452.00	3,452.00	0.00		3,452.00	100%	0.00	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%	0.00	397.70
46		CO-17804 - Revised Exterior Mock Up Work			15,879.00	15,879.00	0.00		15,879.00	100%	0.00	1,587.90
47		CO-17956 - Model Room 8 Revisions - Add (2) GRG Shapes per 5/MR-01			2,496.00	2,496.00	0.00		2,496.00	100%	0.00	249.60
48		CO-18237 - Repair Damaged/Removed Rigid Insulation & Drywall L4 & L5 Extra Work Order 3/120/17			3,436.00	3,436.00	0.00		3,436.00	100%	0.00	343.60

R - 21988

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49		CO-18349 - SI 39 - Stair 4 Wall Revisions			6,371.00	0.00	6,371.00		6,371.00	100%	0.00	637.10
50		CO-18414 - SI 40 and SI 41R Revisions			6,876.00	0.00	3,438.00		3,438.00	50%	3,438.00	343.80
51		CO-18569 - Installation of Plaster Ceilings Per ID 502 and ID 504 - Installation COST ONLY			19,825.00	9,912.50	7,930.00		17,842.50	90%	1,982.50	1,784.25
52		CO-17482 - MOD 6 Drawing Revisions			30,460.00	30,460.00	0.00		30,460.00	100%	0.00	3,046.00
53		CO-18606 - Repair Water Damaged Drywall & Insulation Work Orders Date 8/5/17			333.00	333.00	0.00		333.00	100%	0.00	33.30
54		CO-18623 - Repair Water Damaged Drywall & Insulation Work Orders Dated 8/28/17			945.00	945.00	0.00		945.00	100%	0.00	94.50
55		CO-17508 - MOD 7 Drawing Revisions			41,435.00	0.00	20,717.50		20,717.50	50%	20,717.50	2,071.75
56		CO-18033 - MOD 8 Drawing Revisions including RFI 0785 Ceiling Height Modifications			28,406.00	14,203.00	0.00		14,203.00	50%	14,203.00	1,420.30
57		CO-18236 - Frame Out for 2nd Floor Curtain Pockets Extra Work Order 3/14/17			406.00	406.00	0.00		406.00	100%	0.00	40.60
58		CO-18239 - Reframe Corridor 200FA Ceiling Extra Work Order 3/22/17			373.94	373.94	0.00		373.94	100%	0.00	37.39
59		CO-18240 - REVISED Added Radius Soffit Work at 2nd Floor Rotunda Extra Work Order 3/22/17 & 3/24/17			1,683.00	1,683.00	0.00		1,683.00	100%	0.00	168.30
60		CO-18252 - Repair Damages to 2nd Floor Overhead Inspection Extra Work Order 3/8/17			1,820.00	1,820.00	0.00		1,820.00	100%	0.00	182.00
61		CO-18302 - Re-Frame Soffits at window of prefunction on 2nd floor and add drapery pockets Extra Work Order 3/24/17			483.00	483.00	0.00		483.00	100%	0.00	48.30

R - 21989

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Hotel @ Marion Square

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62		CO-18303 - Plan Grid Issue #243 Replace insulation and re-hang drywall that was removed due to valve changes in 221B			654.00	654.00	0.00		654.00	100%	0.00	65.40
63		CO-18404 - Re-work 2nd floor bathroom windows due to masonry issues Extra Work Order 4/20/17			934.87	934.87	0.00		934.87	100%	0.00	93.49
64		CO-18406 - Patching and various issues on the 4th Floor Extra Work Orders Dates 4/17/17 thru 5/11/17			9,632.00	9,632.00	0.00		9,632.00	100%	0.00	963.20
65		CO-18409 - Kitchen Drywall Repairs ONLY Extra Work Orders Dates 4/13/17 thru 4/28/17			1,195.00	1,195.00	0.00		1,195.00	100%	0.00	119.50
66		CO-18458 - Kitchen Added Bulkheads Extra Work Orders Dates 4/13/17 thru 4/28/17			651.00	651.00	0.00		651.00	100%	0.00	65.10
67		CO-18476 - Add structural studs to joists at 9th floor elevators for steel Extra Work Orders Dates 6/14/17 - 6/15/17			1,410.00	1,410.00	0.00		1,410.00	100%	0.00	141.00
68		CO-18477 - Add Wall not shown on plans at door 500L2 to pass elevator inspection Extra Work Orders Date 6/16/17			294.00	294.00	0.00		294.00	100%	0.00	29.40
69		CO-18478 - Repair Drywall Damages at 1st Floor BOH Corridor Extra Work Orders Date 6/17/17 - 6/21/17			1,608.80	1,608.80	0.00		1,608.80	100%	0.00	160.88
70		CO-18480 - RFI 0976 Lower Upper Dining Soffits			1,501.00	1,501.00	0.00		1,501.00	100%	0.00	150.10
71		CO-18481 - Repair Drywall Damages at 3rd floor Extra Work Orders Date 5/5/17 - 6/21/17			8,019.00	8,019.00	0.00		8,019.00	100%	0.00	801.90
72		CO-18482 - Repair Damaged Framing on L6 Extra Work Order 6/10/17			1,266.00	1,266.00	0.00		1,266.00	100%	0.00	126.60
73		CO-18486 - Hung back drywall where Watson took down to run flex and BMCC raised pipes at air handlers Extra Work Orders Date 6/21/17			3,434.00	3,434.00	0.00		3,434.00	100%	0.00	343.40

R - 21990

ELECTRONICALLY FILED - 2023 May 16 2:32 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Precision Walls Inc.

CONTINUATION PAGE

PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 31-OCT-17
PERIOD THRU: 31-OCT-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)
74		CO-18487 - Repair damaged rigid insulation and drywall due to electricans Extra Work Orders 6/14/17 & 6/19/17			580.00	580.00	0.00		580.00	100%	0.00	58.00
75		CO-18643 - Shower Niche Back Charge from Watson			-4,815.14	-4,815.14	0.00		-4,815.14	100%	0.00	-481.51
76		CO-18610 - SI 48 Revisions - 2nd Floor Shower Revision Only			4,997.00	0.00	0.00		0.00	0%	4,997.00	
		Group Sub Total			862,151.22	689,630.10	70,263.65		759,893.75	88%	102,257.47	75,989.41
		SUB TOTAL			862,151.22	689,630.10	70,263.65		759,893.75	88%	102,257.47	75,989.41
		FINAL TOTAL			**$4,323,850.22**	**$3,930,978.70**	**$81,808.95**		**$4,012,787.65**	**93%**	**$311,062.57**	**$401,278.92**

R - 21991

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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 $ 43,628.05 (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 17 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 17 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 17, excluding the items identified hereinabove.

IN WITNESS THEREOF, I have hereunto set my hand seal this 31 day of Oct., 2017.

Signed, sealed and delivered
In the presence of:

Signature
Bryant Almoney
Print Name

Precision Walls, Inc.,
a S corporation

Signature
Troy Morgan GM
Print Name & Title

STATE OF SC

COUNTY OF Charleston

HAZEL MALMEDE NOTARY PUBLIC SOUTH CAROLINA

The foregoing instrument was acknowledged before me this 2nd day of Nov., 2017, by Troy Morgan, GM 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.

NOTARY PUBLIC, STATE OF SC

My Commission Expires: 4.27.26

Job Contracts Log

PRECISION WALLS, INC.
Partners in driving your job.

Precision Walls Inc. Charleston, SC
Hotel @ Marion Square

Balfour Beatty Construction

Date : Oct 31 2017 | Job # | GC Job # 14-1278

Reference	Date	Description	Status	Aging	Amount	Approved	Invoiced	
141278-01-100	APR-15-15	Hotel @ Marion Square	Approved			3,461,699.00	3,461,699.00	2,927,804.39
CO-16441	MAR-31-16	Change Order 1 - wood ramp, bbc office buildout, and mock up revisions	Approved			11,902.00	11,902.00	10,711.80
CO-16442	MAR-31-16	CO 2 - adds for office changes and ramp	Approved			1,182.00	1,182.00	1,063.80
CO-16443	MAR-31-16	CO 3 - plywood screen wall at king street	Approved			4,550.00	4,550.00	4,095.00
CO-16887	AUG-04-16	Hotel @ Marion Square - Quarry Cast Reduced Scope Formgles Rev J	Approved			251,123.00	251,123.00	203,409.58
CO-16662	MAY-23-16	RFIs 479 / 438 - closet wall type changes and additions	Void			0.00	0.00	0.00
CO-16967	JUN-10-16	Base Change Order Template (Master)	Open		508	0.00	0.00	0.00
CO-16968	JUN-10-16	RFI 16 - Stud Size and Gauging - Change 1st/2nd Floor to 20ga at 24" OC	Void			0.00	0.00	0.00
CO-17100	JUL-08-16	RFI 0506 - Guestroom A307 Ceiling Height - Add Soffit to Conceal Pipes	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-17154	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	17,464.49
CO-17268	AUG-04-16	Install 7/8" 20ga Hat Channels at all areas where drywall is shown direct to PT slabs / Credit back drywall adhesive labor and materials	Void			0.00	0.00	0.00
CO-17291	AUG-09-16	Install 5/8" Gypsum Exterior Sheathing Forms at 1st Floor Grout Pour for Masons per BBC Request	Approved			5,245.00	5,245.00	4,720.50
CO-17295	AUG-10-16	RFI-449 - Interior Wall Requirements for Mounting Stone	Void			0.00	0.00	0.00
CO-17329	AUG-16-16	Marion Square Hotel - In Wall Blocking Proposal	Void			0.00	0.00	0.00
CO-17413	SEP-07-16	Temp Wall T&M Work from 8/16/16 - 8/26/16	Approved			6,096.00	6,096.00	5,486.40
CO-17425	SEP-08-16	MOD 2 Revisions - VOIDED SEE REVISED	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 Clarifications	Approved			9,039.00	9,039.00	8,135.10
CO-17428	SEP-08-16	RFI 0019 - Change Ramp Wall to Wall Type D4 and Credit Furring & Drywall Shown on Contract Documents	Approved			6,880.00	6,880.00	6,192.00
CO-17482	SEP-15-16	MOD 6 Drawing Revisions	Approved			30,460.00	30,460.00	27,414.00
CO-17508	SEP-19-16	MOD 7 Drawing Revisions	Approved			37,713.00	37,713.00	18,645.75
CO-17570	SEP-27-16	Offsite Model Room Revisions per Owner/BBC Request	Pending		398	7,844.00	0.00	0.00
CO-17572	SEP-29-16	Offsite Model Room Blocking per BBC request and attached T&M tickets	Approved			2,013.00	2,013.00	1,811.70
CO-17579	SEP-29-16	RFI 0714 Entry Way South Wall at Rooms 844, 744, & 644	Void			0.00	0.00	0.00
CO-17665	OCT-12-16	20 Day Structure Delay Cost Impacts	Open		139	21,742.00	21,742.00	0.00
CO-17698	OCT-17-16	50 pieces of flat strapping for BBC (6" 18ga 10' sticks)	Approved			500.00	500.00	450.00
CO-17691	OCT-17-16	BBC Onsite Offices/Conference Room T&M Work 9/14/16 - 9/16/16	Approved			5,249.00	5,249.00	4,724.10
CO-17703	OCT-25-16	Change Drywall Construction to Plaster to achieve 1 hour fire rating at curved walls in Cameles Lounge	Void			0.00	0.00	0.00
CO-17803	NOV-14-16	Re-mobilization costs to set hollow metal door frames after framing is complete. This is a PER EACH occurance price.	Open		351	588.00	0.00	0.00
CO-17804	NOV-14-16	Revised Exterior Mock Up Work	Approved			15,879.00	15,879.00	14,291.10
CO-17808	NOV-14-16	MOD 2 Drawing Revisions - REVISED	Approved			7,821.00	7,821.00	7,038.90
CO-17823	NOV-16-16	Offsite Mock Up Demo	Approved			0.00	0.00	0.00
CO-17824	NOV-16-16	Level 5 Finish ILO Arriscraft Block	Void			0.00	0.00	0.00
CO-17825	NOV-17-16	Framing / Sheathing at Buck Hoist Floors 2 through 5 10/26/16 - 10/28/16	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 Private Dining 147 due to design changes	Approved			2,359.00	2,359.00	2,123.10
CO-17842	NOV-22-16	RFI 0777 Pump Room Wall Type change from block to C5	Approved			2,699.00	2,699.00	2,429.10
CO-17892	DEC-01-16	5th Floor Deck Height +/- 4" over specified height in contract documents	Void			0.00	0.00	0.00
CO-17931	DEC-16-16	RFI 0769 - Add 6 Access Panels total for floors 3-5 for Fire Smoke Dampers	Open		319	2,181.00	0.00	0.00
CO-17956	DEC-28-16	Model Room 8 Revisions - Add (2) GRG Shapes per S/MR-01	Approved			2,496.00	2,496.00	2,246.40
CO-17957	DEC-28-16	RFI 0785 - Guestroom Floors Finished Ceiling Height including Floors 1 & 2	Void			0.00	0.00	0.00
CO-17998	JAN-05-17	Contract Alternate to Add 22ga Decking and Pour Stop Angles at Pool Deck Only	Approved			44,000.00	44,000.00	39,600.00
CO-18002	JAN-09-17	RFI 0853 - Box out pipe penetrations in south wall of water heater room 240	Void			0.00	0.00	0.00
CO-18003	JAN-09-17	RFI 0854 - Extend Wall Box Out for 4" Storm Drain Pipe on 2nd Floor	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 Columns	Approved			-915.00	-915.00	-823.50
CO-18025	JAN-11-17	Add GRG ceiling shapes over all tub locations on all room floors per Model Room 8 revisions	Void			0.00	0.00	0.00
CO-18033	JAN-12-17	MOD 8 Drawing Revisions including RFI 0785 Ceiling Height Modifications	Approved			31,019.00	31,019.00	12,782.70
CO-18053	JAN-24-17	Add 171 Drywall donut features over all tub locations on all room floors per Model Room 8 revisions	Approved			128,340.00	128,340.00	99,180.12
CO-18062	JAN-27-17	Provide labor ONLY to install 176 pocket door frame units	Void			0.00	0.00	0.00
CO-18074	JAN-31-17	Sound Isolation RFP	Void			0.00	0.00	0.00

R - 21993

ELECTRONICALLY FILED - 2023 May 16 2:32 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CO-18098	FEB-07-17	RFI-0785 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	19,983.60
CO-18112	FEB-09-17	Return Trip to Frame Out Openings for Light Fixtures Not Identified and Laid Out Prior to Framing Ceilings on 1 & 2	Pending	263	3,572.00	0.00	0.00
CO-18128	FEB-14-17	RFI-0800 Level 3-8 Casing Issue	Pending	259	672.00	0.00	0.00
CO-18127	FEB-14-17	Re-Install Exterior Wall Rigid Insulation and Z-Furring after it was removed by others on levels 3 & 4	Approved		1,890.00	1,890.00	1,701.00
CO-18126	FEB-14-17	Labor to Temp in 9th Floor Elevator Shafts with Tyvek Provided By Others for Temp Dry In and Infill 6 Windows	Approved		968.00	968.00	869.40
CO-18129	FEB-14-17	Remove/replace drywall and adjust pocket doors in 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	242	1,884.00	0.00	0.00
CO-18199	MAR-13-17	RFI 878 - Guestroom C3 Modifications	Open	231	2,413.00	0.00	0.00
CO-18202	MAR-13-17	Structure Impacts As A Result of Schedule Updates In Number 14 and 19	Open	139	189,943.00	189,943.00	0.00
CO-18203	MAR-14-17	SI 34 Electrical Patching	Pending	230	904.00	0.00	0.00
CO-18205	MAR-15-17	Installation of Plaster Ceilings Per ID 502 and ID 504 - MATERIAL COST ONLY	Approved		34,798.00	34,798.00	31,318.40
CO-18222	MAR-20-17	SI 36 R1 Owner Change Directive Levels 3-8	Pending	224	19,412.00	0.00	0.00
CO-18226	MAR-22-17	Add Framing and Drywall Over Freezer/Coolers for Ceiling Grid Attachment 2nd Floor Kitchen	Pending	223	1,365.00	0.00	0.00
CO-18235	MAR-27-17	Repair 3rd Floor Chase Wall Extra Work Order 3/13/17	Approved		0.00	0.00	0.00
CO-18236	MAR-27-17	Frame Out for 2nd Floor Curtain Pockets Extra Work Order 3/14/17	Approved		406.00	406.00	365.40
CO-18237	MAR-27-17	Repair Damaged/Removed Rigid Insulation & Drywall L4 & L5 Extra Work Order 3/120/17	Approved		3,436.00	3,436.00	3,092.40
CO-18239	MAR-28-17	Reframe Corridor 200FA Ceiling Extra Work Order 3/22/17	Approved		373.94	373.94	336.55
CO-18240	MAR-28-17	REVISED Added Radius Soffit Work at 2nd Floor Rotunda Extra Work Order 3/22/17 & 3/24/17	Approved		1,683.00	1,683.00	1,514.70
CO-18252	MAR-31-17	Repair Damages to 2nd Floor Overhead Inspection Extra Work Order 3/8/17	Approved		1,820.00	1,820.00	1,638.00
CO-18253	MAR-31-17	Re-frame and hang around windows in room 235 due to damage Extra Work Order 3/9/17	Approved		592.00	592.00	532.80
CO-18254	MAR-31-17	Box out around pipes that did not fall in the plane of 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 Extra Work Order 3/8/17	Pending	214	1,005.00	0.00	0.00
CO-18256	MAR-31-17	3rd Floor Duct Shaft Patching Extra Work Order 3/9/17	Pending	214	630.00	0.00	0.00
CO-18259	APR-03-17	Demo and Re-Build Elevator 6 Roof System Due to Shaft Being Built Too High	Approved		2,575.75	2,575.75	2,318.17
CO-18297	APR-12-17	Fix Shelfwall at room 347 Extra Work Order 4/3/17	Pending	202	700.00	0.00	0.00
CO-18298	APR-12-17	Re-Frame Ceilings for Lights Not Laid out in Rooms 221,200V, 223, and 216A Extra Work Order 3/28/17	Pending	202	420.00	0.00	0.00
CO-18299	APR-12-17	Extra Work Orders to add framing at 9th Floor Louvers due to Heights Changing	Pending	202	2,100.00	0.00	0.00
CO-18301	APR-12-17	Lower Soffit in Upper Dining Room due to low duct work Extra Work Order 3/24/17	Open	202	1,821.00	0.00	0.00
CO-18302	APR-12-17	Re-Frame Soffits at window of prefunction on 2nd floor and add drapery pockets Extra Work Order 03/24/17	Approved		483.00	483.00	434.70
CO-18303	APR-12-17	Plan Grid Issue #243 Replace insulation and re- hang drywall that was removed due to valve changes in 221B	Approved		654.00	654.00	588.60
CO-18307	APR-12-17	Plan Grid Issue #291 Widen Bathroom 4 Soffit	Pending	202	756.00	0.00	0.00
CO-18308	APR-12-17	Plan Grid Issue #298 Install Fire Rated Box Out for pipes out of plane of wall in Chute 228	Open	202	1,138.00	0.00	0.00
CO-18309	APR-12-17	Plan Grid Issue #297 Install metal stud wall fur out at electrical box in vestibule 225V	Open	201	396.00	0.00	0.00
CO-18315	APR-19-17	Large Cornice Revisions Due to Baker Roofing Changes After Approved Submittals	Pending	195	15,498.00	0.00	0.00
CO-18316	APR-19-17	SI 39 - Private Dining Revisions	Open	195	984.00	0.00	0.00
CO-18317	APR-19-17	SI 39 - Lobby Ceiling Demo/Patch for LH2 Lights (4 each)	Open	195	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	Void		0.00	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	Approved		6,371.00	6,371.00	5,733.90
CO-18366	MAY-15-17	Lower Soffits at Private Dining and Server	Void		0.00	0.00	0.00
CO-18367	MAY-15-17	SI 38 - B32 Wall and Door Frame Demo	Approved		2,031.00	2,031.00	1,827.90
CO-18368	MAY-15-17	Flush out gap above bathroom soffit and barrel vault ceiling per SSC	Pending	169	3,666.00	0.00	0.00
CO-18397	MAY-18-17	CO 17413 / SSC Change Order 5 Adjustment	Approved		-963.00	-963.00	-866.70
CO-18401	MAY-18-17	MSH Plang Grid Issue 438 Repair Damages to Patisserie Ceiling Framing	Open	185	377.00	0.00	0.00
CO-18402	MAY-20-17	MOD 4 Drawing Revisions COPY with revisions	Void		0.00	0.00	0.00
CO-18404	MAY-23-17	Re-work 2nd floor bathroom windows due to masonry issues Extra Work Order 4/20/17	Approved		934.87	934.87	841.38
CO-18405	MAY-23-17	Repair Lobby Ceiling Due to Water Damages Extra Work Order 4/29/17	Approved		315.00	315.00	283.50
CO-18408	MAY-23-17	Patching and various issues on the 4th Floor Extra Work Orders Dates 4/17/17 thru 5/11/17	Approved		9,632.00	9,632.00	8,668.80
CO-18409	MAY-24-17	Kitchen Drywall Repairs ONLY Extra Work Orders Dates 4/13/17 thru 4/28/17	Approved		1,195.00	1,195.00	1,075.50
CO-18410	MAY-24-17	RFI 0915 Ballroom RCP Conflict with Ducts	Approved		4,517.00	4,517.00	4,065.30
CO-18414	MAY-25-17	SI 40 and SI 41R Revisions	Approved		6,876.00	6,876.00	3,094.20
CO-18417	MAY-30-17	SI 39 - Guestroom Patching	Approved		1,060.00	1,060.00	954.00
CO-18422	JUN-01-17	Add Framing and Drywall to Lobby Soffit Outside of Camellias Lounge due to concrete beam width	Pending	152	1,820.00	0.00	0.00

R - 21994

ELECTRONICALLY FILED - 2023 May 16 2:32 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CO-18423	JUN-01-17	RFI 0974 Guestroom 315 and 415 Soffit Height	Open	152	1,151.00	0.00	0.00
CO-18424	JUN-01-17	New Wall Behind Concierge Desk per Email from BBC	Void		0.00	0.00	0.00
CO-18425	JUN-01-17	RFI 0968 - Shaftwall Ceiling at 8th Floor Elevator Equipment Room	Pending	152	2,078.00	0.00	0.00
CO-18426	JUN-01-17	RFI 0922 Added Bulkhead to Conceal Sprinkler Pipe in room 435	Open	151	1,032.00	0.00	0.00
CO-18427	JUN-01-17	RFI 0940 Pocket Door Opening Revisions in Room 635	Open	151	2,782.00	0.00	0.00
CO-18428	JUN-05-17	SI 39 - Reception Ceiling Demo/Patch for LW2 Lights (4 each)	Open	148	986.00	0.00	0.00
CO-18429	JUN-06-17	SI 41 Boardroom Revisions	Approved		1,821.00	1,821.00	1,638.90
CO-18430	JUN-06-17	SI 41 Prefunction Revisions	Approved		2,188.00	2,188.00	1,969.20
CO-18445	JUN-08-17	SI 44R1 Pricing	Open	145	7,334.00	0.00	0.00
CO-18446	JUN-08-17	Credit L5 Finish in Guestroom Corridors Levels 3-8	Void		0.00	0.00	0.00
CO-18452	JUN-14-17	MSH Claim - Cost Impacts For Schedule Delays from Start of Contract Through April 30th, 2017	Open	139	764,020.00	0.00	0.00
CO-18458	JUN-20-17	Kitchen Added Bulkheads Extra Work Orders Dates 4/13/17 thru 4/28/17	Approved		651.00	651.00	585.90
CO-18463	JUN-20-17	RFI 0991 - ADA Bathroom Control Valve Locations	Approved		2,538.00	2,538.00	2,284.20
CO-18464	JUN-20-17	SI 46 Revisions	Open	133	3,517.00	0.00	0.00
CO-18470	JUN-27-17	SI 48 Revisions	Open	126	10,682.00	0.00	0.00
CO-18471	JUN-28-17	Spa Retail Revisions	Approved		4,466.00	4,466.00	4,019.40
CO-18472	JUN-28-17	RFI 0999 - Patisserie Door Frame Change Back Charge to BBC NO OHP	Void		0.00	0.00	0.00
CO-18476	JUN-29-17	Add structural studs to joists at 9th floor elevators for steel Extra Work Orders Dates 6/14/17 - 6/15/17	Approved		1,410.00	1,410.00	1,269.00
CO-18477	JUN-29-17	Add Wall not shown on plans at door 500L2 to pass elevator inspection Extra Work Orders Date 6/16/17	Approved		294.00	294.00	264.60
CO-18478	JUN-29-17	Repair Drywall Damages at 1st Floor BOH Corridor Extra Work Orders Date 6/17/17 - 6/21/17	Approved		1,608.80	1,608.80	1,447.92
CO-18479	JUN-29-17	Temp Wall Extra Work Order Date 6/14/17	Approved		3,977.00	3,977.00	3,579.30
CO-18480	JUN-29-17	RFI 0976 Lower Upper Dining Soffits	Approved		1,501.00	1,501.00	1,350.90
CO-18481	JUN-29-17	Repair Drywall Damages at 3rd floor Extra Work Orders Date 5/5/17 - 6/21/17	Approved		8,019.00	8,019.00	7,217.10
CO-18482	JUN-29-17	Repair Damaged Framing on L8 Extra Work Order 6/10/17	Approved		1,266.00	1,266.00	1,139.40
CO-18484	JUL-05-17	SI 49 Revisions	Open	118	1,958.00	0.00	0.00
CO-18485	JUL-06-17	Add Soffit to Conceal Chilled Water Pipes in 437 Extra Work Order Date 6/6/17	Pending	117	347.00	0.00	0.00
CO-18486	JUL-06-17	Hung back drywall where Watson took down to run flex and BMCC raised pipes at air handlers Extra Work Orders Date 6/21/17	Approved		3,434.00	3,434.00	3,090.60
CO-18487	JUL-06-17	Repair damaged rigid insulation and drywall due to electricans Extra Work Orders 6/14/17 & 6/16/17	Approved		580.00	580.00	522.00
CO-18488	JUL-06-17	Patched back drywall removed by Watson, Pesco, and MCC to center for vanities Work Orders 6/2/17 & 6/6/17	Pending	117	1,271.00	0.00	0.00
CO-18514	JUL-17-17	SI 53 - Patching	Open	108	3,682.95	0.00	0.00
CO-18515	JUL-17-17	RFI 1008 - Remove and Reinstall Door Frames RTWRW & RTERW	Pending	108	1,176.00	0.00	0.00
CO-18516	JUL-17-17	Repair Water Damaged Drywall & Insulation Work Orders Date 6/5/17 - 7/3/17	Approved		2,887.00	2,887.00	2,598.30
CO-18518	JUL-18-17	Sprinkler Patching Extra Work Orders 6/23/17 - 7/5/17	Pending	105	1,589.00	0.00	0.00
CO-18519	JUL-18-17	Mechanical Patching Extra Work Orders 6/21/17 - 7/5/17	Pending	105	876.00	0.00	0.00
CO-18520	JUL-18-17	Electrical Patching Extra Work Orders 6/22/17 - 7/5/17	Pending	105	1,033.00	0.00	0.00
CO-18544	JUL-25-17	RFI 0931 Bathroom Ceiling High Can Lights Impacts	Open	98	1,798.00	0.00	0.00
CO-18546	JUL-27-17	Demo and Re-Build West Wall of Fitness Room to Fit Electrical	Open	96	3,108.00	0.00	0.00
CO-18547	JUL-27-17	Re-Frame Patisserie Ceiling due to Revised Layout	Open	96	1,196.00	0.00	0.00
CO-18548	JUL-27-17	Infill Windows in Foyer at Stairs 1 & 2 where Details on 319 show the window exposed	Open	96	1,711.00	0.00	0.00
CO-18549	JUL-28-17	Repair Water Damaged Drywall & Insulation Work Orders Date 7/7/17 - 7/12/17	Approved		3,452.00	3,452.00	3,106.80
CO-18550	JUL-28-17	Install Plywood on 3rd Floor Terrace Per BBC Request - See Extra Work Order dated 7/13/17	Pending	95	2,058.00	0.00	0.00
CO-18551	JUL-28-17	Sprinkler Patching Extra Work Orders 7/11/17 - 7/17/17	Pending	95	1,343.00	0.00	0.00
CO-18552	JUL-28-17	Mechanical Patching/Repair Extra Work Orders 7/10/17 - 7/17/18	Pending	95	2,233.00	0.00	0.00
CO-18553	JUL-28-17	Electrical Patching Extra Work Orders 6/5/17 - 6/22/17	Pending	95	1,204.00	0.00	0.00
CO-18569	AUG-07-17	Installation of Plaster Ceilings Per ID 502 and ID 504 - Installation COST ONLY	Approved		19,625.00	19,625.00	16,058.25
CO-18570	AUG-07-17	RFI 1063 - Operable Wall at PTS Soffit Framing	Approved		4,986.00	4,986.00	0.00
CO-18577	AUG-11-17	RFI 1034 - 9th Floor Duct Enclosure at Stairwells	Void		0.00	0.00	0.00
CO-18590	AUG-22-17	SI 54 - Managers Apartment Ceiling Revisions ONLY	Open	70	4,631.00	0.00	0.00
CO-18591	AUG-22-17	RFI 1070 - Added Soffit in Room 510	Open	70	938.00	0.00	0.00
CO-18599	AUG-24-17	RFI 0996 - Add Furred Wall at IDF Rooms Levels 3-5 to Keep Alignment with Adjacent Alcove	Open	68	1,899.00	0.00	0.00
CO-18606	AUG-31-17	Repair Water Damaged Drywall & Insulation Work Orders Date 8/5/17	Approved		333.00	333.00	299.70
CO-18607	AUG-31-17	Mechanical Patching/Repair Extra Work Orders 8/5/17 - 8/22/17	Pending	61	1,763.00	0.00	0.00
CO-18608	AUG-31-17	RFI 1004 - Changes in rooms 315, 415, and 515	Open	60	6,483.00	0.00	0.00
CO-18610	SEP-01-17	SI 48 Revisions - 2nd Floor Shower Revision Only	Approved		4,997.00	4,997.00	0.00
CO-18623	SEP-06-17	Repair Water Damaged Drywall & Insulation Work Orders Dated 8/28/17	Approved		945.00	945.00	850.50
CO-18625	SEP-08-17	Demo, shore up, and re-install elevator fronts on levels 3-9. Includes Engineering for L9.	Open	53	22,749.08	0.00	0.00
CO-18636	SEP-19-17	SI 54 - Manager's Apartment Furred Wall and Drywall Patching	Open	42	2,678.00	0.00	0.00
CO-18643	SEP-25-17	Shower Niche Back Charge from Watson	Approved		-4,815.14	-4,815.14	-4,333.63
CO-18644	SEP-26-17	Hurricane Irma Claim Request	Open	34	1,880.00	0.00	0.00
CO-18645	SEP-27-17	RFI 1025 - Fire Damper Relocation in room 533	Open	33	1,016.00	0.00	0.00
CO-18646	SEP-27-17	Boardroom Entry Pricing Request	Open	33	1,416.00	0.00	0.00

R - 21995

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CO-18647	SEP-29-17	Issue with GRM-240 Change Order Request Rooms 348, 448, & 548	Open	33	9,815.00	0.00	0.00
CO-18648	OCT-03-17	RFI 1085 - Added Soffit in 639	Open	28	982.00	0.00	0.00
CO-18672	OCT-18-17	RFI 1096 - Added Wall for Level 8 Low Voltage Riser Routing	Open	13	904.00	0.00	0.00
CO-18673	OCT-18-17	RFI 1121 - Added Soffits and Column Fur Outs in 719	Open	13	1,549.00	0.00	0.00
CO-18674	OCT-18-17	RFI 1093 - Guestroom 603 TV Wall Conflict	Open	13	3,152.00	0.00	0.00
CO-18675	OCT-18-17	RFI 1128 - Linen/Storage Ceiling Heights	Open	13	5,425.00	0.00	0.00
CO-18677	OCT-18-17	1st Floor Alcove Soffit Drop per Alec Dooley	Open	12	1,919.00	0.00	0.00
CO-18678	OCT-19-17	RFI 1120 - Sprinkler Location in 703	Open	11	1,667.00	0.00	0.00
CO-18684	OCT-31-17	Furnish and Install FRP in 6th floor food prep	Open	0	4,059.00	0.00	0.00
CO-18685	OCT-31-17	Credit 9th Floor Pantry FRP	Open	0	-4,059.00	0.00	0.00
Reference	Date	Description	Status	Aging	Amount	Approved	Invoiced
			Current Contract			4,327,727.22	4,327,727.22	3,622,809.27
			Pending			78,906.00	0.00	0.00
			Open			1,097,412.03	211,685.00	0.00
			Void			0.00	0.00	0.00
			Current Contract Incl (Open\Pending)			5,502,045.25	4,539,412.22	3,622,809.27

Run on: October 31, 2017 2:45 PM

Open Issues and Changes in Scope Not Listed Above:

Additional engineering and framing for roof gutter cornice revisions
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
Supplemental Instruction 49
Supplemental Instruction 50
Supplemental Instruction 51
Supplemental Instruction 52
Supplemental Instruction 53
Supplemental Instruction 54
Supplemental Instruction 55
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
All engineering and rework associated with elevator front layout issues

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Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square				
Job #	13026000				

Date Prepared:	10/31/2017

PRIME SUB'S NAME		Precision Walls Inc.
Attachment for Pay Req #:	17	
for Month Ending:	10/31/2017	

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:
CA Construction 6425 Dupont Dr. Apt 26 Charlotte, NC 28217	NO	NO	N/A		YES	NO	$6,928.80	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	$45,625.50	7/11/2017	6/30/2017	PARTIAL	FINAL	
Truss Link, Inc. 260 Gallantry Dr Irmo, SC 29063	No	Yes	8/11/2015		YES	NO	$259,295.39	9/5/2017	9/30/2017	PARTIAL	FINAL	
Ram Tool PO Box 743487, Atlanta, GA 30374 205-413-8716	NO	NO	N/A		YES	NO	$11,096.56	8/29/2017	7/31/2017	PARTIAL	FINAL	
CK Supply, PO Box 415421, Boston, MA 02241 843-747-5842	NO	NO	N/A		YES	NO	$932,458.30	10/25/2017	10/31/2017	PARTIAL	FINAL	
New Hope Drywall LLC 715 Chelwood PL Charlotte, NC 28217	NO	NO	N/A		YES	NO	$591,928.58	10/24/2017	10/31/2017	PARTIAL	FINAL	
AGS 1 LLC 308 Raymond Drive Ladson, SC 29456	NO	NO	N/A		YES	NO	$46,637.09	3/6/2017	3/7/2017	PARTIAL	FINAL	
Hidalgo Drywall 2433 Bengal Road N. Charleston, SC 29406	YES	NO	N/A		YES	NO	$65,254.50	9/5/2017	9/26/2017	PARTIAL	FINAL	
Kenseal Construction Products PO Box 416199 Boston, MA	No	NO	N/A		YES	NO	$45,215.86	7/25/2017	9/26/2017	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 - 21997

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Balfour Beatty Construction

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 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 $ 894,348.68 (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 9/30/2017 (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, 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 31st day of October 20 17.

CK Supply (Name of Vendor)

Debra L Bork signature

By: Debra L Bork (Print or Type the Signers Name and Title)

STATE OF IL

COUNTY OF Cook

The foregoing instrument was signed, sealed and acknowledged before me this 31st day of October 20 17, by the aforesaid representative, having been duly sworn and stating and affirming that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed: Notary Public

My Commission expires: 8/14/21

LIAM MORTON TRIPP
Official Seal
Notary Public – State of Illinois
My Commission Expires Aug 14, 2021

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Balfour Beatty
Construction

Request for Payment

Pay Request # 4
Work Performed Through: 10/31/17

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 Job No.: 13026400 Date: 10/17/17
Owner: Library Associates, LLC

Description of Work: MF

Original Contract Amount	$83,437.00	
Change Order Total	$0.00	
Through C/O #: 0		
Total Revised Contract	$83,437.00	
Previous Work Performed to Date(SSR)	$23,889.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$52,980.50	
New Work Performed to Date	$76,869.50	
Less 10 % Retainage	$7,686.95	
Amount Earned to Date	$69,182.55	
Less Previous Net Billings	$21,500.10	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$47,682.45	

Subcontract [X] Purchase Order [ ]
Other Contract Type

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

Subguard [ ] Alternate Plan [ ]

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

Insurance Status: FINALED
Insurance Expiration Date: 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	532434
Date	**Invoice #**	**Description**		
10/31/17	13026400 - 04	13026400 . PE# 04 . 17.10		
Gross Amount		**Retainage Amt**	**Net Amount**	
$52,980.50		$2,649.03	$47,682.45	
Trade Account?	**Tax Code**	**Pay Item & Cost Code**		**Accrue Tax?**
NO		400 50925200.40		NO

Hold Codes: 02- OWNER FUNDING LT waiver from Modernfold

PM App

Approvals:
PM / Date
CA 10/25/17 revised
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 # 4
PERIOD THRU: 31-OCT-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)		$76,869.50
5. RETAINAGE:		
a. % of Completed Work (Column D + E on Continuation Page)	$7,686.95	
b. % of Material Stored (Column F on Continuation Page)	$0.00	
Total Retainage (Line 5a + 5b or Column I on Continuation Page)		$7,686.95
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)		$69,182.55
7. LESS PREVIOUS APPLICATIONS		$21,500.10
8. PAYMENT DUE		$47,682.45
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	$14,254.45	

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: 10/24/17

State of: NC
County of: Wake

Subscribed and sworn to before me this 24th day of October 2017

Notary Public: Kristin Stoyka
My Commission Expires: 4/12/21

KRISTIN STOYKA
NOTARY PUBLIC
WAKE COUNTY, NC
APRIL 12 2021

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents (3) this Application for Payment accurately states the amount of Work completed and payment due therefore, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT _____

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT:

By: _____ Date: _____

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

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