

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

RECEIVED

Aug 12 2026

SC Court of Appeals

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.

SUPPLEMENT TO THE RECORD ON APPEAL – VOLUME 6 OF 22

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“Supp. R.” refers to this Supplement to the Record on Appeal, submitted electronically pursuant to the Court’s June 23, 2026 Order granting Respondent leave to file an electronic supplemental record. The Supplement contains materials from the proceedings below designated by Respondent that do not appear in the printed Amended Record on Appeal, together with the complete versions of voluminous exhibits whose first pages appear in the printed Record (cross-referenced under “Printed R-”). Library Associates, LLC’s Filing of March 13, 2024 Hearing Exhibits appears in full in the printed Record at R-8793 to R-9825 and is not duplicated here.

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¹ The original Trial Order, with the Court’s citations as written, appears in the printed Amended Record on Appeal at R-79 to R-125. The Trial Order contains citations to matter, which the Trial Court relied upon in making its determinations. The version at Supp. R. C-1 (Volume 1) is a supplemental convenience copy that updates those citations by setting out, at the foot of each page, the pages of the Amended Record (R-) and this Supplemental Record (Supp. R.) to which they correspond, so that the Court is not burdened with searching the Record for the matter the Trial Court cited. The text of the Order itself is unaltered.

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TASK ID	TASK	WORK DAYS	START DATE	FINISH DATE	Total Float
10504	SET KITCHEN EQUIPMENT @ 2ND FLOOR KITCHEN	12	08-Jun-17 A	23-Jun-17 A	
10514	FINAL ELECTRICAL CONNECTIONS TO KITCHEN EQUIPMENT @ 2ND FLOOR KITCHEN	19	12-Jun-17 A	07-Jul-17 A	
10516	FINAL PLUMBING CONNECTIONS TO KITCHEN EQUIPMENT @ 2ND FLOOR KITCHEN	19	12-Jun-17 A	07-Jul-17 A	
10512	FINAL DUCT CONNECTIONS TO KITCHEN EQUIPMENT @ 2ND FLOOR KITCHEN	4	16-Jun-17 A	21-Jun-17 A	
10558	INSTALL DRIP PANS @ 2ND FLOOR KITCHEN	3	21-Aug-17 A	23-Aug-17 A	
10576	BALANCE OF FINAL MEP CONNECTIONS @ 2ND FLOOR KITCHEN	69	23-Oct-17 A	31-Jan-18 A	
10518	OVERHEAD & INGRID INSPECTIONS @ 2ND FLOOR KITCHEN	9	04-Jan-18 A	16-Jan-18 A	
10520	INSTALL ACT TILE @ 2ND FLOOR KITCHEN	3	07-Mar-18 A	09-Mar-18 A	
10578	RELOCATE STAINLESS SINKS @ 2ND FLOOR KITCHEN (CCD EXPECTED 4/5/18)	14	15-May-18 A	04-Jun-18 A	
PUNCH & REPAIRS		111	23-Apr-18 A	21-Sep-18 A	
		111	23-Apr-18 A	21-Sep-18 A	
10522	BBC CREATES PUNCHLIST @ 2ND FLOOR KITCHEN	5	23-Apr-18 A	27-Apr-18 A	
10524	FINAL PUNCH, REPAIRS & CLEAN @ 2ND FLOOR KITCHEN	62	28-Jun-18 A	21-Sep-18 A	
LEVEL 3		467	18-Oct-16 A	22-Aug-18 A	
LEVEL 3		467	18-Oct-16 A	22-Aug-18 A	
FRAMING & MEPROUGHIN		84	18-Oct-16 A	21-Feb-17 A	
		84	18-Oct-16 A	21-Feb-17 A	
2760	INSTALL VERTICAL HVAC PIPING & VERTICAL DUCT WORK (INCLUDES CHASES) @ LEVEL 3	15	18-Oct-16 A	08-Nov-16 A	
2310	LAYOUT @ LEVEL 3	26	21-Oct-16 A	29-Nov-16 A	
2740	INSTALL VERTICAL WASTE / VENTING & RAIN LEADERS @ LEVEL 3	7	21-Oct-16 A	31-Oct-16 A	
2480	EXTERIOR WALL INSULATION & Z CHANNEL @ LEVEL 3	13	09-Nov-16 A	29-Nov-16 A	
2420	WALL FRAMING / BLOCKING, FURRING & INSULATION @ LEVEL 3	20	17-Nov-16 A	16-Dec-16 A	
2490	OH SPRINKLER ROUGH @ LEVEL 3	19	28-Nov-16 A	22-Dec-16 A	
2750	INSTALL CHILLED WATER PIPING @ LEVEL 3	7	28-Nov-16 A	06-Dec-16 A	
2410	INSTALL HM DOOR FRAMES @ LEVEL 3	7	01-Dec-16 A	09-Dec-16 A	
2430	INSTALL INWALL ELECTRICAL ROUGH IN @ LEVEL 3	29	02-Dec-16 A	13-Jan-17 A	
2990	INSTALL OH ELECTRICAL ROUGH IN @ LEVEL 3	56	02-Dec-16 A	26-Jan-17 A	
3010	INSTALL HORIZONTAL DUCTWORK / FCU & HFCU BOXES @ LEVEL 3	15	05-Dec-16 A	26-Dec-16 A	
7684	INSTALL INWALL PLUMBING ROUGH IN @ LEVEL 3	53	06-Dec-16 A	20-Feb-17 A	
7934	DUCT TESTING & INSULATION @ LEVEL 3	5	06-Dec-16 A	12-Dec-16 A	
3080	INSTALL MECHANICAL CONTROL WIRING @ LEVEL 3	25	09-Dec-16 A	16-Jan-17 A	
7704	INWALL MEP INSPECTIONS @ LEVEL 3	1	17-Feb-17 A	17-Feb-17 A	
7714	FRAMING INSPECTION @ LEVEL 3	1	21-Feb-17 A	21-Feb-17 A	
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7944	CEILING & SOFFIT FRAMING @ LEVEL 3	42	13-Feb-17 A	11-Apr-17 A	
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7956	ELECTRICAL ROUGH IN CEILINGS & SOFFITS @ LEVEL 3	33	28-Feb-17 A	13-Apr-17 A	
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2270	TAPE & FINISH DRYWALL WALLS @ LEVEL 3	9	27-Mar-17 A	06-Apr-17 A	
7924	INSTALL FIRE CAULKING @ LEVEL 3	11	04-Apr-17 A	18-Apr-17 A	
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2596	INSTALL STUCCO @ CABANA	45	22-May-17 A	14-Jul-17 A	
2528	INSTALL ROOFING @ CABANA	10	12-Jun-17 A	23-Jun-17 A	
2532	INSTALL CAST STONE @ CABANA	41	15-Jun-17 A	11-Aug-17 A	
39575	INSTALL MERECRETE & HARD TILE @ POOL DECK	26	08-Sep-17 A	13-Sep-17 A	
2542	INSTALL HARD TILE @ CABANA'S	27	14-Sep-17 A	14-Oct-17 A	
2604	INSTALL STUCCO @ CABANA	15	07-Nov-17 A	29-Nov-17 A	
2546	INSTALL MEP FIXTURES & TRIMOUT @ CABANA	25	05-Feb-18 A	09-Mar-18 A	
2692	ADDED MILLWORK @ CABANA'S	1	04-May-18 A	04-May-18 A	
2598	INSTALL CASEWORK @ CABANA'S	21	23-Jul-18 A	20-Aug-18 A	
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		119	03-Jan-17 A	19-Jun-17 A	
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2562	INSTALL SERVICE ELEVATOR & INSPECTION @ LOWER LEVEL THRU LEVEL 9	114	10-Jan-17 A	19-Jun-17 A	
2566	BUILDOUT ELEVATOR MACHINE ROOM @ LVL 9	21	19-Jan-17 A	16-Feb-17 A	
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10568	INSTALL ELEVATORS # 3 & 4 @ LEVEL 1 THRU LEVEL 9 (2 CREWS)	163	13-Nov-17 A	01-Jun-18 A	
2976	WAITING ON OWNER APPROVAL FOR CUSTOM CAB TRIMOUT (OWNER ISSUE)	30	04-May-18 A	15-Jun-18 A	
3466	LCCW TO PRICING, SHOP DRAWING & FABRICATION/DELIVERY (OWNER ISSUE)	51	18-Jun-18 A	27-Aug-18 A	
2584	INSTALL CUSTOM TRIM IN CAB (OWNER ISSUE)	40	28-Aug-18 A	12-Oct-18 A	
3502	FINAL PUNCH OF ELEVATOR	9	13-Oct-18 A	21-Oct-18 A	
ELEVATOR # 5		15	09-Aug-17 A	29-Aug-17 A	
		15	09-Aug-17 A	29-Aug-17 A	
		15	09-Aug-17 A	29-Aug-17 A	
2556	INSTALL ELEVATOR # 5 @ LEVEL 1 THRU LEVEL 2	15	09-Aug-17 A	29-Aug-17 A	
ELEVATORS LOBBIES		177	30-Oct-17 A	09-Jul-18 A	
LEVEL 1		157	20-Nov-17 A	03-Jul-18 A	
		157	20-Nov-17 A	03-Jul-18 A	
		157	20-Nov-17 A	03-Jul-18 A	
		157	20-Nov-17 A	03-Jul-18 A	
2634	FRAME DOMES IN CELING @ ELEVATOR LOBBY LVL 1	6	20-Nov-17 A	29-Nov-17 A	
2626	GUNDERLIN ELEVATOR DOORS FRAMES SET @ ELEVATOR LOBBY LVL 1	24	08-Jan-18 A	08-Feb-18 A	
2602	INFILL FRAMING AT ELEVATORS @ ELEVATOR LOBBY LVL 1	3	26-Feb-18 A	28-Feb-18 A	
2630	INWALL ELECTRICAL & INSP @ ELEVATOR LOBBY LVL 1	2	01-Mar-18 A	02-Mar-18 A	
2638	FRAMING, ELEC / FP INSP @ ELEVATOR LOBBY LVL 1	38	05-Mar-18 A	25-Apr-18 A	
2636	OH CEILING ELEC & FP @ ELEVATOR LOBBY LVL 1	30	19-Mar-18 A	27-Apr-18 A	
2644	H/T/F CEILING & WALLS @ ELEVATOR LOBBY LVL 1	10	30-Apr-18 A	11-May-18 A	
2646	INSTALL ARRISCRAFT & FORM GLASS @ ELEVATOR LOBBY LVL 1	14	16-May-18 A	05-Jun-18 A	
39563	INSTALL HARDTILE @ ELEVATOR LOBBY LVL 1	5	22-May-18 A	26-May-18 A	
2648	PRIME PAINT @ ELEVATOR LOBBY LVL 1	4	06-Jun-18 A	11-Jun-18 A	
39565	INSTALL MILLWORK @ ELEVATOR LOBBY LVL 1	3	13-Jun-18 A	15-Jun-18 A	
2656	FINAL PAINT @ ELEVATOR LOBBY LVL 1	5	18-Jun-18 A	22-Jun-18 A	
2658	INSTALL LIGHT FIXTURES @ ELEVATOR LOBBY LVL 1	2	25-Jun-18 A	26-Jun-18 A	
2652	INSTALL BACK LIT PANELS ONLY IN NITCHES @ ELEVATOR LOBBY LVL 1	2	25-Jun-18 A	26-Jun-18 A	
2660	PUNCH & REPAIRS @ ELEVATOR LOBBY LVL 1	5	27-Jun-18 A	03-Jul-18 A	
LEVEL 2		116	29-Jan-18 A	09-Jul-18 A	
		116	29-Jan-18 A	09-Jul-18 A	

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VERSION 06-May-19	MARION SQUARE HOTEL ASBUILT SCHEDULE	PAGE 70 OF 70
DATA DATE 06-May-19		MSH-049 5-6-19

Plaintiff Balfour Beatty's Trial Exhibit # 60

Denney, Brandon

From: Baumbach, Mike
Sent: Thursday, March 19, 2015 4:24 PM
To: Sandeen, Jeff; Spano, Tim; Cotheman, Robert; Denney, Brandon
Cc: Dean, Pat; Heuer, John; Oakley, Vickie; Hughes, Annie; Potter, Matthew
Subject: FW: Project: Hotel at Marion Square - Notice To Proceed.
Attachments: library associates a 133 bbc contract.pdf

Follow Up Flag: Follow up
Flag Status: Completed

It's a go!

Contract/Amendment No. 1/GMP is signed, they closed the loan today and the permit is in hand. Here is the NTP.

Mike

From: James Clements [mailto:jclements@matrixse.com]
Sent: Thursday, March 19, 2015 2:54 PM
To: Baumbach, Mike
Cc: Spano, Tim; Jennifer Faulkinberry; Kim Brown; Stephanie Grainger Brown; Bill Bundy; Tracy Ray
Subject: Project: Hotel at Marion Square - Notice To Proceed.

Mike

Confirming our conversation:

On behalf of Library Associates LLC, Balfour Beatty Construction, LLC is hereby given Notice to Proceed with the Work of the Project. The attached AIA Document A133 – 2009 Exhibit A, Guaranteed Maximum Price Amendment, is the basis of the Guaranteed Maximum Price in the amount of Fifty-Nine Million Three Hundred Forty-Four Thousand Seven Hundred Forty-Seven Dollars and Zero Cents (\$59,344,747.00)

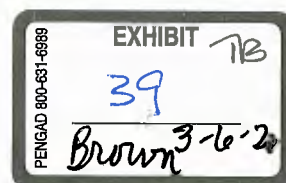
Date of Notice to Proceed: 19 March 2015

Date of Commencement: 30 March 2015

Contract Time: 28 Months

Final Completion Date: 30 July 2017

Jim Clements
Matrix Program Management Services, LLC
 4108 Park Rd
 Suite 322
 Charlotte, NC 28209
 O. 704.676.9996



C. 704.905.1165
JClements@matrixse.com
www.matrixse.com

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Plaintiff Balfour Beatty's Trial Exhibit # 209

Joint Defense Agreements

Party	Date Signed by Sub	Date Signed by Balfour	Date Sub Withdrew	Attorney Name
Lithko	06/03/2019	05/23/2019		Don Terry; Al Windle
Bernhard MCC	06/13/2019	05/23/2019	08/14/2021	John Linton; Jennifer Ivey
Old North State	06/19/2019	No signature		Don Terry; Al Windle
Watson Elec	06/19/2019	No signature	08/20/2021	Don Terry
Premier Exteriors	09/25/2019	No signature	08/17/2021	Robert Hughes
Gulf Stream	09/25/2019	06/20/2020	08/25/2021	Ian Freeman
Pleasant Places	02/24/2020	06/20/2020		Michael Wright; Rachel Igdal
Precision Walls (dismissed 10/9/19)	06/13/2019	06/20/2020		Joey Floyd; E. Wade Mullins; J. Croom Hunter
Baker Roofing (not in the lawsuit)	09/29/2019	09/28/2020		
1 st Choice Glass	03/04/2020	No signature		Tracy James

JOINT PROSECUTION, DEFENSE AND TOLLING AGREEMENT

This Joint Prosecution, Defense and Tolling Agreement (the "Agreement") is effective upon execution by each Party (the "Effective Date") and is between Balfour Beatty Construction, LLC, a Delaware limited liability company ("Contractor") and Bernhard MCC, LLC, David Allen Company, Inc., Lithko Contracting, LLC, Old North State Masonry, LLC, and Watson Electrical Construction Co., LLC ("Subcontractors") (each a "Party" and collectively, the "Parties") and their respective counsel ("Counsel").

RECITALS

A. **WHEREAS**, Library Associates, LLC (the "Owner") and Contractor, entered into a contract dated September 22, 2014 (the "Prime Contract"), for the construction of the project commonly known as the "Hotel at Marion Square" located at 404 King Street, Charleston, South Carolina, 29403 (the "Project"); and,

B. **WHEREAS**, Contractor and each of the Subcontractors entered into respective subcontracts for the construction of various portions of the Work on the Project; and,

C. **WHEREAS**, as a result of certain acts, omissions, deficiencies, decisions, interpretations, directives and/or instructions of the Owner, its agents and/or representatives, both Contractor and Subcontractors, among others, incurred extra costs and expenses on the Project; and,

D. **WHEREAS**, Contractor has certain claims with the Owner on the Project arising from extra costs it incurred concerning its work under the Prime Contract; and,

E. **WHEREAS**, each of the Subcontractors have certain claims that may be related to acts or omissions attributable to the Owner on the Project resulting in extra costs they each incurred concerning its work under their respective Subcontract; and,

F. **WHEREAS**, Contractor contends that any such claims of the Subcontractors, and each of them, should be attributable to the acts, omissions, deficiencies, decisions, interpretations, directives and/or instructions of the Owner, its agents and/or representatives or others, not the Contractor; and,

G. **WHEREAS**, Subcontractors have certain claims that may be related to acts or omissions attributable to the Contractor on the Project resulting in extra costs each such Subcontractor incurred concerning their respective work under their Subcontract; and,

H. **WHEREAS**, Contractor may have certain claims related to acts or omissions attributable to one or more of the Subcontractors or other subcontractors on the Project resulting in extra costs Contractor or others incurred concerning their respective work under the Prime Contract or other contracts related to the Project; and,

I. **WHEREAS**, Subcontractor's claims, whether against to Owner or Contractor, are collectively referred to as the "Subcontractor Claims"; and

J. **WHEREAS**, certain claims that the Contractor has against the Owner arise out of the same facts and circumstances surrounding the Project that underlie the Subcontractor Claims, including, but not limited to: an incomplete design; errors and omissions in the Owner's design; changes to the Project for which the Owner has failed to pay; and, the Owner's failure to administer the Prime Contract for the Project in accordance with the terms and conditions of the Prime Contract (collectively, the "Owner-related Affirmative Claims"); and,

K. **WHEREAS**, Contractor and Subcontractors are actively pursuing both the assertion of the Owner-related Affirmative Claims against the Owner as well as a defense of any claims and/or contentions asserted by the Owner arising out of actions or inactions that may be attributable to Contractor and Subcontractors, or any of them, jointly (collectively, the "Owner-related Defensive Claims") (collectively, the Owner-related Affirmative Claims and the Owner-related Defensive Claims shall hereinafter be referred to as "the Owner-related Claims"); and,

L. **WHEREAS**, Contractor and Subcontractors desire to work together and to cooperate in the prosecution and defense of the Owner-related Claims,

M. **WHEREAS**, the Parties believe that there exists between them a mutuality of interests in a common prosecution and defense of the separate interests of Contractor and Subcontractors arising out of the Project as to the Owner-related Claims; and,

N. **WHEREAS**, Contractor and Subcontractors desire to cooperate with one another through their respective employees, agents, representatives, insurers, consultants and counsel without waiving applicable privileges and confidentiality vis-a-vis potentially adverse parties, for the purpose of protecting and pursuing their common but separate interests in the prosecution and/or defense of the Owner-related Claims; and,

O. **WHEREAS**, through this Agreement, Contractor and Subcontractors desire to memorialize their understandings concerning the common defense and/or prosecution of the Owner-related Claims, and to establish a procedure whereby the prosecution and defense of the Owner-related Claims can be effectuated as between the Parties.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein, as though set forth in full.

2. **Prosecution of the Subcontractor Claims.**

(a) Subcontractors agree that the Contractor may, at Contractor's sole and complete discretion, pursue the Subcontractor Claims against Owner through Contractor and in Contractor's name, as and if appropriate. Subcontractors shall make available its experts and consultants, its current employees, and consultants, if any, to assist in the preparation of and to prepare and present the Owner-related Claims, to the extent reasonably required or requested at their own expense. This shall include, without limitation, responding to requests for disclosure, discovery and depositions by other parties in prosecution of the Owner-related Claims and the coordination and scheduling thereof. Additionally, Subcontractors shall each take all reasonable

measures to secure the voluntary cooperation and assistance of witnesses who are current or former employees or officers for attendance at settlement conferences, depositions, trials and other events related to the prosecution of the Owner-related Claims. The Parties shall refrain from any action or preparation of any document to which the other Party could be bound without the prior written authority and approval of counsel for the appropriate Party, which approval will not be unreasonably withheld. If Contractor elects to pursue any of the Subcontractor Claims, Contractor will do so as expeditiously as reasonably possible. If Contractor elects not to pursue any of the Subcontractor Claims, Contractor will notify Subcontractor in writing within thirty (30) days of the execution of this Agreement.

(b) If Contractor elects not to pursue any of the Subcontractor Claims as provided in Paragraph 2(a), Contractor agrees that the affected Subcontractor may pursue any such Subcontractor Claims against Owner through Contractor and in Contractor's name, if appropriate. Subcontractor agrees that Contractor shall have no obligation to prepare, research or provide support for the Subcontractor Claims, beyond permitting the Subcontractor to present its claims through Contractor in any dispute resolution process required by the Prime Contract, to which the Subcontractor agrees to be bound and to waive any right to contest. All Parties shall refrain from any action or preparation of any document to which any other Party could be bound without the prior written authority and approval of counsel for the appropriate Party, which approval will not be unreasonably withheld.

(c) Subject to Paragraphs 2(a) and (b) above, the Parties will mutually cooperate with one another in presenting their respective claims to the Owner and/or making their respective defenses against assertions made by the Owner, in whatever dispute resolution process is utilized to resolve claims on the Project including, without limitation, making available documents, witnesses and information pertinent to Owner-related Claims.

(d) Contractor and Subcontractors agree to promptly meet, negotiate and resolve all claims between Contractor and Subcontractors ("Contractor-Subcontractor Claims") if at all possible. Until resolution of Owner-related Claims, Subcontractors agree that it will assert no claim against Contractor except as necessary to perfect lien rights, and Contractor agrees that it shall assert no claim against any of the Subcontractors. Subsequently, Subcontractors and the Contractor, respectively, have the right to assert claims against one another for any amounts not recovered from the Owner or others.

(e) Contractor specifically agrees to advise Subcontractors of all meetings with Owner at which the Subcontractor Claims and setoffs or counterclaims attributable to any or all of the Subcontractors will be discussed and to permit each affected Subcontractor to attend and participate in such meetings.

(f) In the event that Owner wishes to settle separately one or more of the Subcontractor Claims with one or more of the Subcontractors, it is agreed that each affected Subcontractor, in its sole discretion, shall have the right to proceed with such settlement regardless of whether Contractor has settled any of its claims, provided that any such dismissal or settlement includes the settlement of any setoffs or counterclaims attributable to Subcontractor. It is further agreed that, regardless of the stage of the claims resolution procedure, whether

negotiation, arbitration or litigation, the Contractor will undertake no action or agreement that in any manner will compromise or settle some aspect of any of the Subcontractor Claims without the prior written approval of each affected Subcontractor.

(g) Contractor further agrees that it will not fully settle and dismiss its claims or withdraw from any arbitration, litigation, or other proceeding so long as its presence is reasonably required for procedural reasons: (1) for assertion of claims by the Subcontractor or the defense of any counterclaims or claims of setoff; or, (2) under any other circumstances that might reasonably be considered prejudicial to the legal right of any of the remaining Subcontractors to present, prosecute or defend any of the Subcontractor Claims or Owner counterclaims still unresolved.

(h) Contractor agrees to provide Subcontractors with copies of all pleadings filed in any Litigation or Arbitration and to advise Subcontractors of all prehearing, hearing or trial dates and to allow Subcontractors' participation in same. Contractor further agrees that it and its counsel will consult with Subcontractors and reasonably consider the input of Subcontractors and its counsel in any decisions relating to the strategy of the prosecution of the Owner-Related Claims and Subcontractor Claims, but only as it relates to the Subcontractors. Contractor agrees that Subcontractors will be permitted to participate in any discovery conducted in any Litigation or Arbitration and to attend all depositions or other proceedings in the case, subject to procedural rules applicable to the matter and/or rulings by the party adjudicating the matter.

(i) Contractor further agrees that in the event it does elect to pursue any of the Subcontractor Claims against Owner, the Subcontractor Claims will be separately set forth in any Litigation or Arbitration and that the arbitrators, court or jury shall be requested to allocate a distinct award and monetary amount in favor of such Subcontractor Claims, and/or to allocate a distinct award and monetary amount found against Subcontractor and any such Subcontractor Claims by way of any offsets or counterclaims with regard thereto. In the event such Subcontractors Claims are decided by a jury, Contractor agrees to utilize jury interrogatories in order to determine the judgment upon such Subcontractors Claims.

(j) In the event that Contractor does elect to pursue any of the Subcontractor Claims against Owner and, in the event the award or judgment makes a specific award in favor of the Subcontractor Claims, Contractor shall pay Subcontractor the amount so awarded within ten (10) days of receipt of payment unless there is an appeal by either party. Upon completion of the appeal, Contractor shall pay Subcontractor the amount so awarded within 10 days of receipt of payment from Owner. In the event that Contractor does elect to pursue any of the Subcontractor Claims against Owner, and in the event the award or judgment makes a specific award against the Subcontractor Claims, Subcontractor shall pay Contractor the amount so awarded within ten (10) days of the award unless there is an appeal by a party. Upon completion of the appeal, Subcontractor shall pay Contractor the amount so awarded within 10 days of the completion of the appeal.

(k) In the event that Contractor does elect to pursue any of the Subcontractor Claims against Owner, and the award of judgment is upon the overall Owner-Related Claims and does not apportion the amounts found to be due or owed (by offsets or counterclaims) upon the respective claims, the amount recovered shall be shared on a basis proportionate to the respective

amounts of the Owner-Related Claims by the parties and any related or offsetting counterclaims. In the event all affected parties are unable to agree upon such apportionment, the dispute shall be decided, on briefing only, by the arbitrator or judge who adjudicated the matter.

(I) Each Subcontractor shall assist Contractor in the defense of any claim, third party claim, cross-claim or counterclaim brought by Owner against Contractor related to or arising out of the Subcontractor Claims.

3. **Subcontractor Warranties.** Subcontractors each warrant and represent that their respective claims comprising the Subcontractor Claims, and each of them, are factually and legally supportable. Contractor has relied and will rely solely on this warranty from each and all of the Subcontractors and may, at its sole election, request that any one or more of the Subcontractors provide a reasonable certification in a form furnished by Contractor which the requested Subcontractor shall execute and deliver as a condition to any further presentation of claims for that Subcontractor, and that sets forth such Subcontractor's attestation to the factual and legal sufficiency of such claims. If at any time Contractor reasonably believes that the Subcontractor Claims, or any of them, violates any applicable laws, regulations, or contractual provisions, and after consultation with the affected Subcontractor, Contractor shall have no further obligation to submit or continue to permit the presentation through the Contractor of any of the Subcontractor Claims of such Subcontractor, or the offending claim.

4. **Common Interests.** In connection with the Owner-related Claims and any subsequent or related matter, the Parties and their respective counsel have concluded that there is a mutuality of interest as to the Owner-related Claims. Further, the Parties and their respective counsel may pursue separate but common interests and avoid any claim or suggestion of waiver of the rights or obligations provided herein. The Parties and their counsel therefore acknowledge and agree that their interests will be best served if they and their counsel can exchange information subject to the continued protection of the attorney/client privilege, the work product privilege, the joint defense doctrine, the common interest doctrine, and other privileges or immunities that may apply under relevant law.

5. **Sharing of Common Interest Materials.** The Parties and their respective counsel agree to cooperate with one another reasonably in the legal analysis of the Parties' common interests relative to the Owner-related Claims, as permitted by law pursuant to the joint defense or common interest doctrine. While each Party retains the right to determine which information in its possession it shall disclose to the other Party, the Parties and their respective counsel contemplate that, to further their common interests and in order that the Parties may exchange privileged information, any and all of the following, whether disclosed orally or in documents, shall be covered by this Agreement: (a) factual analyses; (b) mental impressions; (c) legal memoranda; (d) witness interviews and statements; (e) summaries; (f) transcripts; (g) reports and expert opinions; and (h) any other information which would otherwise be protected from disclosure to third parties under any theories ("Common Interest Materials"). This list is not intended to be all inclusive and additional items of mutual interest may be generated. The Parties would not disclose such common interest materials to one another but for their mutual and common interests, and that the materials would continue to be protected as described hereinabove in Paragraph 4.

6. **Preservation of Privileges.** The Parties and their respective counsel agree that the disclosure of the Common Interest Materials is not intended to waive any applicable privilege or protection. Further, the Parties and their counsel agree that the Common Interest Materials will be protected from disclosure by the attorney/client privilege, the work product privilege, the joint defense doctrine, the common interest doctrine, and other privileges or immunities that may apply under relevant law.

7. **No Disclosure to Third Parties.** No information obtained as a result of this Agreement by a Party or its counsel shall be disclosed to any third party (except representatives (as defined below) of the Party, the Party's attorneys and other attorneys within the same law firm as the Party's counsel, and the Party's litigation or claims consultants and/or experts) without the express consent of the Party who first made the information available under this Agreement. Each Party agrees that Common Interest Materials received pursuant to this Agreement shall not be provided to any person not involved in making decisions regarding the matter or regarding any subsequent or related proceeding.

8. **Limited Use of Common Interest Materials.** The Common Interest Materials and information derived therefrom shall be used by the recipient Party solely for purposes of evaluating and assisting in the legal analysis of the Owner-related Claims, or any of them, or of any subsequent or related matter arising out of the same set of facts. Nothing in this Agreement restricts in anyway the use by a Party of information or statements obtained other than in a manner pursuant to this Agreement. Any documents shared by any counsel or any Party in connection with the common interest effort shall be returned upon request to the counsel providing them and no copy shall be retained.

9. **Notice of Discovery Demands.** In the event a Party receives a request, including a subpoena, for the production of documents, which may include Common Interest Materials that the Party received pursuant to this Agreement, the recipient Party shall promptly notify the Party who provided the Common Interest Material called for by the request and shall give such Party copies of any writings or documents, including subpoenas, summons and the like, which relate to the attempt by the third party to obtain the information. Each Party to this Agreement shall use reasonable efforts to strongly defend any challenge to the assertion of the attorney/client privilege, the work product privilege, the joint defense doctrine, the common interest doctrine, and other privileges that exist or may exist as a result of this Agreement or the Parties' respective individual privileges.

10. **No Waivers.** This Agreement shall not create any agency or similar relationship among the Parties. No Party shall have authority to waive any applicable privilege, obligation or doctrine on behalf of any other Party; nor shall any waiver of an applicable privilege, obligation or doctrine by the conduct of any Party be construed to apply to any other Party. No Party will enter into a settlement with a third party that would require or result in the disclosure of Common Interest Material provided by any other Party.

11. **Separate Representation.** Nothing in this Agreement shall be construed to affect the separate and independent representation of each Party by its respective counsel.

12. **Agreement Not to Use Exchanged Information.**

(a) The Parties agree that they shall not use any privileged information exchanged or obtained pursuant to this Agreement in any proceeding brought by one party against the other or wherein the respective interests of the parties are different from, inconsistent with, or adverse to one another.

(b) The Parties understand and acknowledge that any privileged information obtained or exchanged by the parties is not admissible in any proceeding brought by one party against the other or wherein the respective interests of the parties are different from, inconsistent with, or adverse to one another.

13. **Potential Conflict Waived.**

(a) No party to this Agreement shall claim or assert or support a contention that counsel for any party has a conflict of interest or should be disqualified from their representation of their respective clients in any claim, litigation, arbitration or dispute that exists or comes to exist relating to or arising out of any matter related to this Agreement. This provision specifically applies to any Party that withdraws from this Agreement.

(b) If a party withdraws from this Agreement, then that party shall not object to the continued representation of the remaining party by their respective counsel.

(c) Neither Party may use anything contained in this Agreement as a basis for seeking to disqualify any attorney from representing their client in the Project or any related proceedings.

(d) The Parties understand and acknowledge that either party may examine or cross-examine any representative from the other party who testifies in any proceeding arising out of the Project.

14. **Withdrawal.** Any Party to this Agreement may withdraw upon written notice to the other Parties, and this Agreement shall prospectively no longer apply to the withdrawing party; however, this Agreement shall continue to protect all Common Interest Materials disclosed by or to the withdrawing Party prior to that Party's withdrawal. Each Party to this Agreement has an affirmative duty to withdraw when, in good faith, it determines that it no longer has a commonality of interests, and to give prompt written notice of such withdrawal to the other Parties and their counsel. The withdrawing Party shall continue to be bound by this Agreement with regard to any continuing obligations described herein, to include the conflict of counsel waivers and any Common Interest Materials provided, disclosed, received, learned or obtained from the Party prior to withdrawal.

15. **Possible Conflicts.** Each counsel has fully advised his/her client that the client is represented only by its own attorneys in this matter; that while the attorneys representing the other Parties have a duty to preserve the confidence as disclosed pursuant to this Agreement,

they owe a duty of loyalty only to their own client and do not and will not have any attorney-client relationship with any other Party.

16. **Additional Parties.** Subcontractor understands, anticipates and agrees that Contractor may add additional individuals or entities to this Agreement and/or enter into a separate Agreement(s) in substantial conformity with this Agreement at a future time, and/or may have entered into such agreement already. All parties to all such agreements shall be advised immediately of all such other Parties.

17. **Successor Counsel.** This Agreement shall remain in effect and be binding upon successor counsel in accordance with its terms and may be terminated by successor counsel only in accordance with its terms.

18. **Enforcement.** The Parties agree that injunctive relief is the appropriate means to enforce this Agreement and stipulate that a violation of the Agreement would constitute irreparable harm.

19. **Effective Date.** This Agreement may be executed in counterparts, each of which shall constitute an integrated and enforceable whole.

20. **Choice of Law.** This Agreement shall be governed by the laws of the State of South Carolina without consideration of South Carolina's choice of law rules. Furthermore, the sole and exclusive location or venue of any mediation, arbitration and/or lawsuit between the parties to this Agreement shall be brought in the State Courts in Charleston, South Carolina before a Master in Equity or as otherwise provided by the Owner Agreement. Both Parties waive any right to a trial by jury.

21. **Modifications.** This Agreement cannot be modified except in writing signed by all Parties.

22. **Tolling Agreement**

22.1 Contractor and Subcontractors agree that with respect to any and all rights, duties, claims, and defenses, or potential rights, duties, claims and defenses arising from or in any way connected with the Subcontracts, Subcontractor Claims, Owner-related claims, and/or the Project (the "Claims"), all applicable statutes of limitation or repose, laches, contractual notice periods, or other time-related defenses (collectively, the "Timing Defenses") shall be tolled during the time period between the Effective Date of this Agreement and 11:59 p.m. local time in Charlotte, North Carolina on the earlier of the following dates (the "Tolling Termination Date"): (a) as to any withdrawing Party, thirty (30) calendar days after that Party gives written notice to the other Parties in accordance herewith that it is terminating the Tolling Period as to it, or (b) sixty (60) calendar days after Contractor's written notice to the signatories below via email and U.S. Mail as to resolution of the Lawsuit and/or Arbitration of Owner-related claims, whether by settlement, judgment, dismissal, or otherwise (the "Tolling Period"). The Tolling Period shall not be included as part of the time limiting the commencement of an action or

assertion of any Claims; and no Party shall plead, assert, or otherwise rely upon the Tolling Period in pleading or asserting any of the Timing Defenses to any Claims.

21.2 The Parties may extend the Tolling Period one or more times by written agreement(s) which is signed by the Parties and refers to this Tolling Agreement.

21.3 Except as expressly set forth herein, nothing in this Tolling Agreement shall be construed as a limitation upon or waiver of any potential Claims or defenses that any Party may have against any other entity or Party. Except as expressly set forth herein, the Parties expressly reserve any and all potential Claims and defenses that they had or may have had on the Effective Date.

21.4 This Tolling Agreement is not intended, and shall not be deemed, to revive any Claims that were barred by any of the Timing Defenses by virtue of the passage of time prior to the Effective Date of this Tolling Agreement, nor shall this Tolling Agreement preclude any Party from asserting any of the Timing Defenses on the basis of any period of time that lapses subsequent to the Tolling Termination Date provided such period of time does not include the Tolling Period.

23. **General Provisions.**

(a) This Agreement is not made or intended for the benefit of any third person or entity and shall not create or give to any third person or entity any right, claim, benefit, defense or cause of action against Contractor and/or Subcontractors.

(b) This Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Parties hereto, and each of them.

(c) This Agreement contains the entire agreement among the Parties hereto regarding the subjects discussed herein. No addition or modification of this Agreement shall be effective unless set forth in writing and signed by the Parties hereto.

(d) The terms and conditions of this Agreement are and shall remain strictly confidential. The Parties hereto shall not divulge such terms and conditions to any third party, unless such disclosure is required by law or reasonably necessary for the evaluation of Claims or representation of the disclosing Party in any dispute resolution proceeding relating to the Project or the Claims.

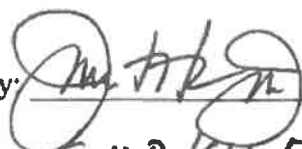
(e) This Agreement shall be deemed to have been jointly prepared by the Parties hereto. If any ambiguity or uncertainty is found to exist in the Agreement, said ambiguity or uncertainty shall not be construed against either party hereto, but shall be resolved according to the rules of interpretation of contracts.

///

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(f) Except as expressly stated herein, nothing in the Agreement will be deemed a waiver of any of the Parties' respective rights and obligations under the Subcontract.

Balfour Beatty Construction, LLC

By: 
Its: Sr. V.P. / Chief Legal Officer
Date: May 23, 2019

Bernhard MCC, LLC

By: _____
Its: _____
Date: _____

David Allen Company, Inc.,

By: _____
Its: _____
Date: _____

Lithko Contracting, LLC

By: 
Its: Brian Business Analyst
Date: 06.03.19

Old North State Masonry, LLC

By: _____
Its: _____
Date: _____

Watson Electrical Construction Co., LLC

By: _____
Its: _____
Date: _____

(f) Except as expressly stated herein, nothing in the Agreement will be deemed a waiver of any of the Parties' respective rights and obligations under the Subcontract.

Balfour Beatty Construction, LLC

By: _____

Its: _____

Date: _____

Bernhard MCC, LLC

By: _____

Its: _____

Date: _____

David Allen Company, Inc.,

By: _____

Its: _____

Date: _____

Lithko Contracting, LLC

By:  _____

Its: General Business Analyst

Date: 06.03.19

Old North State Masonry, LLC

By: _____

Its: _____

Date: _____

Watson Electrical Construction Co., LLC

By: _____

Its: _____

Date: _____



JOINT PROSECUTION, DEFENSE AND TOLLING AGREEMENT

This Joint Prosecution, Defense and Tolling Agreement (the "Agreement") is effective upon execution by each Party (the "Effective Date") and is between Balfour Beatty Construction, LLC, a Delaware limited liability company ("Contractor") and Bernhard MCC, LLC, David Allen Company, Inc., Lithko Contracting, LLC, Old North State Masonry, LLC, Watson Electrical Construction Co., LLC, and Precision Walls, Inc. ("Subcontractors") (each a "Party" and collectively, the "Parties") and their respective counsel ("Counsel").

RECITALS

A. **WHEREAS**, Library Associates, LLC (the "Owner") and Contractor, entered into a contract dated September 22, 2014 (the "Prime Contract"), for the construction of the project commonly known as the "Hotel at Marion Square" located at 404 King Street, Charleston, South Carolina, 29403 (the "Project"); and,

B. **WHEREAS**, Contractor and each of the Subcontractors entered into respective subcontracts for the construction of various portions of the Work on the Project; and,

C. **WHEREAS**, as a result of certain acts, omissions, deficiencies, decisions, interpretations, directives and/or instructions of the Owner, its agents and/or representatives, both Contractor and Subcontractors, among others, incurred extra costs and expenses on the Project; and,

D. **WHEREAS**, Contractor has certain claims with the Owner on the Project arising from extra costs it incurred concerning its work under the Prime Contract; and,

E. **WHEREAS**, each of the Subcontractors have certain claims that may be related to acts or omissions attributable to the Owner on the Project resulting in extra costs they each incurred concerning its work under their respective Subcontract; and,

F. **WHEREAS**, Contractor contends that any such claims of the Subcontractors, and each of them, should be attributable to the acts, omissions, deficiencies, decisions, interpretations, directives and/or instructions of the Owner, its agents and/or representatives or others, not the Contractor; and,

G. **WHEREAS**, Subcontractors have certain claims that may be related to acts or omissions attributable to the Contractor on the Project resulting in extra costs each such Subcontractor incurred concerning their respective work under their Subcontract; and,

H. **WHEREAS**, Contractor may have certain claims related to acts or omissions attributable to one or more of the Subcontractors or other subcontractors on the Project resulting in extra costs Contractor or others incurred concerning their respective work under the Prime Contract or other contracts related to the Project; and,

I. **WHEREAS**, Subcontractor's claims, whether against to Owner or Contractor, are collectively referred to as the "Subcontractor Claims"; and

J. **WHEREAS**, certain claims that the Contractor has against the Owner arise out of the same facts and circumstances surrounding the Project that underlie the Subcontractor Claims, including, but not limited to: an incomplete design; errors and omissions in the Owner's design; changes to the Project for which the Owner has failed to pay; and, the Owner's failure to administer the Prime Contract for the Project in accordance with the terms and conditions of the Prime Contract (collectively, the "Owner-related Affirmative Claims"); and,

K. **WHEREAS**, Contractor and Subcontractors are actively pursuing both the assertion of the Owner-related Affirmative Claims against the Owner as well as a defense of any claims and/or contentions asserted by the Owner arising out of actions or inactions that may be attributable to Contractor and Subcontractors, or any of them, jointly (collectively, the "Owner-related Defensive Claims") (collectively, the Owner-related Affirmative Claims and the Owner-related Defensive Claims shall hereinafter be referred to as "the Owner-related Claims"); and,

L. **WHEREAS**, Contractor and Subcontractors desire to work together and to cooperate in the prosecution and defense of the Owner-related Claims,

M. **WHEREAS**, the Parties believe that there exists between them a mutuality of interests in a common prosecution and defense of the separate interests of Contractor and Subcontractors arising out of the Project as to the Owner-related Claims; and,

N. **WHEREAS**, Contractor and Subcontractors desire to cooperate with one another through their respective employees, agents, representatives, insurers, consultants and counsel without waiving applicable privileges and confidentiality vis-a-vis potentially adverse parties, for the purpose of protecting and pursuing their common but separate interests in the prosecution and/or defense of the Owner-related Claims; and,

O. **WHEREAS**, through this Agreement, Contractor and Subcontractors desire to memorialize their understandings concerning the common defense and/or prosecution of the Owner-related Claims, and to establish a procedure whereby the prosecution and defense of the Owner-related Claims can be effectuated as between the Parties.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein, as though set forth in full.

2. **Prosecution of the Subcontractor Claims.**

(a) Subcontractors agree that the Contractor may, at Contractor's sole and complete discretion, pursue the Subcontractor Claims against Owner through Contractor and in Contractor's name, as and if appropriate. Subcontractors shall make available its experts and consultants, its current employees, and consultants, if any, to assist in the preparation of and to prepare and present the Owner-related Claims, to the extent reasonably required or requested at their own expense. This shall include, without limitation, responding to requests for disclosure, discovery and depositions by other parties in prosecution of the Owner-related Claims and the coordination and scheduling thereof. Additionally, Subcontractors shall each take all reasonable

measures to secure the voluntary cooperation and assistance of witnesses who are current or former employees or officers for attendance at settlement conferences, depositions, trials and other events related to the prosecution of the Owner-related Claims. The Parties shall refrain from any action or preparation of any document to which the other Party could be bound without the prior written authority and approval of counsel for the appropriate Party, which approval will not be unreasonably withheld. If Contractor elects to pursue any of the Subcontractor Claims, Contractor will do so as expeditiously as reasonably possible. If Contractor elects not to pursue any of the Subcontractor Claims, Contractor will notify Subcontractor in writing within thirty (30) days of the execution of this Agreement.

(b) If Contractor elects not to pursue any of the Subcontractor Claims as provided in Paragraph 2(a), Contractor agrees that the affected Subcontractor may pursue any such Subcontractor Claims against Owner through Contractor and in Contractor's name, if appropriate. Subcontractor agrees that Contractor shall have no obligation to prepare, research or provide support for the Subcontractor Claims, beyond permitting the Subcontractor to present its claims through Contractor in any dispute resolution process required by the Prime Contract, to which the Subcontractor agrees to be bound and to waive any right to contest. All Parties shall refrain from any action or preparation of any document to which any other Party could be bound without the prior written authority and approval of counsel for the appropriate Party, which approval will not be unreasonably withheld.

(c) Subject to Paragraphs 2(a) and (b) above, the Parties will mutually cooperate with one another in presenting their respective claims to the Owner and/or making their respective defenses against assertions made by the Owner, in whatever dispute resolution process is utilized to resolve claims on the Project including, without limitation, making available documents, witnesses and information pertinent to Owner-related Claims.

(d) Contractor and Subcontractors agree to promptly meet, negotiate and resolve all claims between Contractor and Subcontractors ("Contractor-Subcontractor Claims") if at all possible. Until resolution of Owner-related Claims, Subcontractors agree that it will assert no claim against Contractor except as necessary to perfect lien rights, and Contractor agrees that it shall assert no claim against any of the Subcontractors. Subsequently, Subcontractors and the Contractor, respectively, have the right to assert claims against one another for any amounts not recovered from the Owner or others.

(e) Contractor specifically agrees to advise Subcontractors of all meetings with Owner at which the Subcontractor Claims and setoffs or counterclaims attributable to any or all of the Subcontractors will be discussed and to permit each affected Subcontractor to attend and participate in such meetings.

(f) In the event that Owner wishes to settle separately one or more of the Subcontractor Claims with one or more of the Subcontractors, it is agreed that each affected Subcontractor, in its sole discretion, shall have the right to proceed with such settlement regardless of whether Contractor has settled any of its claims, provided that any such dismissal or settlement includes the settlement of any setoffs or counterclaims attributable to Subcontractor. It is further agreed that, regardless of the stage of the claims resolution procedure, whether

negotiation, arbitration or litigation, the Contractor will undertake no action or agreement that in any manner will compromise or settle some aspect of any of the Subcontractor Claims without the prior written approval of each affected Subcontractor.

(g) Contractor further agrees that it will not fully settle and dismiss its claims or withdraw from any arbitration, litigation, or other proceeding so long as its presence is reasonably required for procedural reasons: (1) for assertion of claims by the Subcontractor or the defense of any counterclaims or claims of setoff; or, (2) under any other circumstances that might reasonably be considered prejudicial to the legal right of any of the remaining Subcontractors to present, prosecute or defend any of the Subcontractor Claims or Owner counterclaims still unresolved.

(h) Contractor agrees to provide Subcontractors with copies of all pleadings filed in any Litigation or Arbitration and to advise Subcontractors of all prehearing, hearing or trial dates and to allow Subcontractors' participation in same. Contractor further agrees that it and its counsel will consult with Subcontractors and reasonably consider the input of Subcontractors and its counsel in any decisions relating to the strategy of the prosecution of the Owner-Related Claims and Subcontractor Claims, but only as it relates to the Subcontractors. Contractor agrees that Subcontractors will be permitted to participate in any discovery conducted in any Litigation or Arbitration and to attend all depositions or other proceedings in the case, subject to procedural rules applicable to the matter and/or rulings by the party adjudicating the matter.

(i) Contractor further agrees that in the event it does elect to pursue any of the Subcontractor Claims against Owner, the Subcontractor Claims will be separately set forth in any Litigation or Arbitration and that the arbitrators, court or jury shall be requested to allocate a distinct award and monetary amount in favor of such Subcontractor Claims, and/or to allocate a distinct award and monetary amount found against Subcontractor and any such Subcontractor Claims by way of any offsets or counterclaims with regard thereto. In the event such Subcontractors Claims are decided by a jury, Contractor agrees to utilize jury interrogatories in order to determine the judgment upon such Subcontractors Claims.

(j) In the event that Contractor does elect to pursue any of the Subcontractor Claims against Owner and, in the event the award or judgment makes a specific award in favor of the Subcontractor Claims, Contractor shall pay Subcontractor the amount so awarded within ten (10) days of receipt of payment unless there is an appeal by either party. Upon completion of the appeal, Contractor shall pay Subcontractor the amount so awarded within 10 days of receipt of payment from Owner. In the event that Contractor does elect to pursue any of the Subcontractor Claims against Owner, and in the event the award or judgment makes a specific award against the Subcontractor Claims, Subcontractor shall pay Contractor the amount so awarded within ten (10) days of the award unless there is an appeal by a party. Upon completion of the appeal, Subcontractor shall pay Contractor the amount so awarded within 10 days of the completion of the appeal.

(k) In the event that Contractor does elect to pursue any of the Subcontractor Claims against Owner, and the award of judgment is upon the overall Owner-Related Claims and does not apportion the amounts found to be due or owed (by offsets or counterclaims) upon the respective claims, the amount recovered shall be shared on a basis proportionate to the respective

amounts of the Owner-Related Claims by the parties and any related or offsetting counterclaims. In the event all affected parties are unable to agree upon such apportionment, the dispute shall be decided, on briefing only, by the arbitrator or judge who adjudicated the matter.

(l) Each Subcontractor shall assist Contractor in the defense of any claim, third party claim, cross-claim or counterclaim brought by Owner against Contractor related to or arising out of the Subcontractor Claims.

3. **Subcontractor Warranties.** Subcontractors each warrant and represent that their respective claims comprising the Subcontractor Claims, and each of them, are factually and legally supportable. Contractor has relied and will rely solely on this warranty from each and all of the Subcontractors and may, at its sole election, request that any one or more of the Subcontractors provide a reasonable certification in a form furnished by Contractor which the requested Subcontractor shall execute and deliver as a condition to any further presentation of claims for that Subcontractor, and that sets forth such Subcontractor's attestation to the factual and legal sufficiency of such claims. If at any time Contractor reasonably believes that the Subcontractor Claims, or any of them, violates any applicable laws, regulations, or contractual provisions, and after consultation with the affected Subcontractor, Contractor shall have no further obligation to submit or continue to permit the presentation through the Contractor of any of the Subcontractor Claims of such Subcontractor, or the offending claim.

4. **Common Interests.** In connection with the Owner-related Claims and any subsequent or related matter, the Parties and their respective counsel have concluded that there is a mutuality of interest as to the Owner-related Claims. Further, the Parties and their respective counsel may pursue separate but common interests and avoid any claim or suggestion of waiver of the rights or obligations provided herein. The Parties and their counsel therefore acknowledge and agree that their interests will be best served if they and their counsel can exchange information subject to the continued protection of the attorney/client privilege, the work product privilege, the joint defense doctrine, the common interest doctrine, and other privileges or immunities that may apply under relevant law.

5. **Sharing of Common Interest Materials.** The Parties and their respective counsel agree to cooperate with one another reasonably in the legal analysis of the Parties' common interests relative to the Owner-related Claims, as permitted by law pursuant to the joint defense or common interest doctrine. While each Party retains the right to determine which information in its possession it shall disclose to the other Party, the Parties and their respective counsel contemplate that, to further their common interests and in order that the Parties may exchange privileged information, any and all of the following, whether disclosed orally or in documents, shall be covered by this Agreement: (a) factual analyses; (b) mental impressions; (c) legal memoranda; (d) witness interviews and statements; (e) summaries; (f) transcripts; (g) reports and expert opinions; and (h) any other information which would otherwise be protected from disclosure to third parties under any theories ("Common Interest Materials"). This list is not intended to be all inclusive and additional items of mutual interest may be generated. The Parties would not disclose such common interest materials to one another but for their mutual and common interests, and that the materials would continue to be protected as described hereinabove in Paragraph 4.

6. **Preservation of Privileges.** The Parties and their respective counsel agree that the disclosure of the Common Interest Materials is not intended to waive any applicable privilege or protection. Further, the Parties and their counsel agree that the Common Interest Materials will be protected from disclosure by the attorney/client privilege, the work product privilege, the joint defense doctrine, the common interest doctrine, and other privileges or immunities that may apply under relevant law.

7. **No Disclosure to Third Parties.** No information obtained as a result of this Agreement by a Party or its counsel shall be disclosed to any third party (except representatives (as defined below) of the Party, the Party's attorneys and other attorneys within the same law firm as the Party's counsel, and the Party's litigation or claims consultants and/or experts) without the express consent of the Party who first made the information available under this Agreement. Each Party agrees that Common Interest Materials received pursuant to this Agreement shall not be provided to any person not involved in making decisions regarding the matter or regarding any subsequent or related proceeding.

8. **Limited Use of Common Interest Materials.** The Common Interest Materials and information derived therefrom shall be used by the recipient Party solely for purposes of evaluating and assisting in the legal analysis of the Owner-related Claims, or any of them, or of any subsequent or related matter arising out of the same set of facts. Nothing in this Agreement restricts in anyway the use by a Party of information or statements obtained other than in a manner pursuant to this Agreement. Any documents shared by any counsel or any Party in connection with the common interest effort shall be returned upon request to the counsel providing them and no copy shall be retained.

9. **Notice of Discovery Demands.** In the event a Party receives a request, including a subpoena, for the production of documents, which may include Common Interest Materials that the Party received pursuant to this Agreement, the recipient Party shall promptly notify the Party who provided the Common Interest Material called for by the request and shall give such Party copies of any writings or documents, including subpoenas, summons and the like, which relate to the attempt by the third party to obtain the information. Each Party to this Agreement shall use reasonable efforts to strongly defend any challenge to the assertion of the attorney/client privilege, the work product privilege, the joint defense doctrine, the common interest doctrine, and other privileges that exist or may exist as a result of this Agreement or the Parties' respective individual privileges.

10. **No Waivers.** This Agreement shall not create any agency or similar relationship among the Parties. No Party shall have authority to waive any applicable privilege, obligation or doctrine on behalf of any other Party; nor shall any waiver of an applicable privilege, obligation or doctrine by the conduct of any Party be construed to apply to any other Party. No Party will enter into a settlement with a third party that would require or result in the disclosure of Common Interest Material provided by any other Party.

11. **Separate Representation.** Nothing in this Agreement shall be construed to affect the separate and independent representation of each Party by its respective counsel.

12. **Agreement Not to Use Exchanged Information.**

(a) The Parties agree that they shall not use any privileged information exchanged or obtained pursuant to this Agreement in any proceeding brought by one party against the other or wherein the respective interests of the parties are different from, inconsistent with, or adverse to one another.

(b) The Parties understand and acknowledge that any privileged information obtained or exchanged by the parties is not admissible in any proceeding brought by one party against the other or wherein the respective interests of the parties are different from, inconsistent with, or adverse to one another.

13. **Potential Conflict Waived.**

(a) No party to this Agreement shall claim or assert or support a contention that counsel for any party has a conflict of interest or should be disqualified from their representation of their respective clients in any claim, litigation, arbitration or dispute that exists or comes to exist relating to or arising out of any matter related to this Agreement. This provision specifically applies to any Party that withdraws from this Agreement.

(b) If a party withdraws from this Agreement, then that party shall not object to the continued representation of the remaining party by their respective counsel.

(c) Neither Party may use anything contained in this Agreement as a basis for seeking to disqualify any attorney from representing their client in the Project or any related proceedings.

(d) The Parties understand and acknowledge that either party may examine or cross-examine any representative from the other party who testifies in any proceeding arising out of the Project.

14. **Withdrawal.** Any Party to this Agreement may withdraw upon written notice to the other Parties, and this Agreement shall prospectively no longer apply to the withdrawing party; however, this Agreement shall continue to protect all Common Interest Materials disclosed by or to the withdrawing Party prior to that Party's withdrawal. Each Party to this Agreement has an affirmative duty to withdraw when, in good faith, it determines that it no longer has a commonality of interests, and to give prompt written notice of such withdrawal to the other Parties and their counsel. The withdrawing Party shall continue to be bound by this Agreement with regard to any continuing obligations described herein, to include the conflict of counsel waivers and any Common Interest Materials provided, disclosed, received, learned or obtained from the Party prior to withdrawal.

15. **Possible Conflicts.** Each counsel has fully advised his/her client that the client is represented only by its own attorneys in this matter; that while the attorneys representing the other Parties have a duty to preserve the confidence as disclosed pursuant to this Agreement,

they owe a duty of loyalty only to their own client and do not and will not have any attorney-client relationship with any other Party.

16. **Additional Parties.** Subcontractor understands, anticipates and agrees that Contractor may add additional individuals or entities to this Agreement and/or enter into a separate Agreement(s) in substantial conformity with this Agreement at a future time, and/or may have entered into such agreement already. All parties to all such agreements shall be advised immediately of all such other Parties.

17. **Successor Counsel.** This Agreement shall remain in effect and be binding upon successor counsel in accordance with its terms and may be terminated by successor counsel only in accordance with its terms.

18. **Enforcement.** The Parties agree that injunctive relief is the appropriate means to enforce this Agreement and stipulate that a violation of the Agreement would constitute irreparable harm.

19. **Effective Date.** This Agreement may be executed in counterparts, each of which shall constitute an integrated and enforceable whole.

20. **Choice of Law.** This Agreement shall be governed by the laws of the State of South Carolina without consideration of South Carolina's choice of law rules. Furthermore, the sole and exclusive location or venue of any mediation, arbitration and/or lawsuit between the parties to this Agreement shall be brought in the State Courts in Charleston, South Carolina before a Master in Equity or as otherwise provided by the Owner Agreement. Both Parties waive any right to a trial by jury.

21. **Modifications.** This Agreement cannot be modified except in writing signed by all Parties.

22. **Tolling Agreement**

22.1 Contractor and Subcontractors agree that with respect to any and all rights, duties, claims, and defenses, or potential rights, duties, claims and defenses arising from or in any way connected with the Subcontracts, Subcontractor Claims, Owner-related claims, and/or the Project (the "Claims"), all applicable statutes of limitation or repose, laches, contractual notice periods, or other time-related defenses (collectively, the "Timing Defenses") shall be tolled during the time period between the Effective Date of this Agreement and 11:59 p.m. local time in Charlotte, North Carolina on the earlier of the following dates (the "Tolling Termination Date"): (a) as to any withdrawing Party, one hundred eighty (180) calendar days after that Party gives written notice to the other Parties in accordance herewith that it is terminating the Tolling Period as to it, or (b) one hundred eighty (180) calendar days after Contractor's written notice to the signatories below via email and U.S. Mail as to resolution of the Lawsuit and/or Arbitration of Owner-related claims, whether by settlement, judgment, dismissal, or otherwise (the "Tolling Period"). The Tolling Period shall not be included as part of the time limiting the

commencement of an action or assertion of any Claims; and no Party shall plead, assert, or otherwise rely upon the Tolling Period in pleading or asserting any of the Timing Defenses to any Claims.

21.2 The Parties may extend the Tolling Period one or more times by written agreement(s) which is signed by the Parties and refers to this Tolling Agreement.

21.3 Except as expressly set forth herein, nothing in this Tolling Agreement shall be construed as a limitation upon or waiver of any potential Claims or defenses that any Party may have against any other entity or Party. Except as expressly set forth herein, the Parties expressly reserve any and all potential Claims and defenses that they had or may have had on the Effective Date.

21.4 This Tolling Agreement is not intended, and shall not be deemed, to revive any Claims that were barred by any of the Timing Defenses by virtue of the passage of time prior to the Effective Date of this Tolling Agreement, nor shall this Tolling Agreement preclude any Party from asserting any of the Timing Defenses on the basis of any period of time that lapses subsequent to the Tolling Termination Date provided such period of time does not include the Tolling Period.

23. General Provisions.

(a) This Agreement is not made or intended for the benefit of any third person or entity and shall not create or give to any third person or entity any right, claim, benefit, defense or cause of action against Contractor and/or Subcontractors.

(b) This Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Parties hereto, and each of them.

(c) This Agreement contains the entire agreement among the Parties hereto regarding the subjects discussed herein. No addition or modification of this Agreement shall be effective unless set forth in writing and signed by the Parties hereto.

(d) The terms and conditions of this Agreement are and shall remain strictly confidential. The Parties hereto shall not divulge such terms and conditions to any third party, unless such disclosure is required by law or reasonably necessary for the evaluation of Claims or representation of the disclosing Party in any dispute resolution proceeding relating to the Project or the Claims.

(e) This Agreement shall be deemed to have been jointly prepared by the Parties hereto. If any ambiguity or uncertainty is found to exist in the Agreement, said ambiguity or uncertainty shall not be construed against either party hereto, but shall be resolved according to the rules of interpretation of contracts.

(f) Except as expressly stated herein, nothing in the Agreement will be deemed a waiver of any of the Parties' respective rights and obligations under the Subcontract.

Balfour Beatty Construction, LLC

By: 
Its: SVP/CLO
Date: May 23, 2019

Bernhard MCC, LLC

By: 
Its: President
Date: 6.13.2019

David Allen Company, Inc.,

By: _____
Counsel for: _____
Date: _____

Lithko Contracting, LLC

By: _____
Counsel for: _____
Date: _____

Old North State Masonry, LLC

By: _____
Its: _____
Date: _____

Watson Electrical Construction Co., LLC

By: _____
Its: _____
Date: _____

Precision Walls, Inc.

By: _____
Its: _____
Date: _____

NOTICE OF WITHDRAWAL

Pursuant to Paragraph 14, Bernhard MCC, LLC hereby withdraws from the agreement titled Joint Prosecution, Defense and Tolling Agreement to the extent that agreement was enforceable. Notice is hereby provided to the parties to that Joint Prosecution, Defense and Tolling Agreement of Bernhard MCC, LLC's withdrawal.

BERNHARD MCC, LLCBy: Its: Jodi Loup, Corporate CounselDate: 05/14/2021

JOINT PROSECUTION, DEFENSE AND TOLLING AGREEMENT

This Joint Prosecution, Defense and Tolling Agreement (the "Agreement") is effective upon execution by each Party (the "Effective Date") and is between Balfour Beatty Construction, LLC, a Delaware limited liability company ("Contractor") and Bernhard MCC, LLC, David Allen Company, Inc., Lithco Contracting, LLC, Old North State Masonry, LLC, Watson Electrical Construction Co., LLC and Precision Walls, Inc. ("Subcontractors") (each a "Party" and collectively, the "Parties") and their respective counsel ("Counsel").

RECITALS

A. **WHEREAS**, Library Associates, LLC (the "Owner") and Contractor, entered into a contract dated September 22, 2014 (the "Prime Contract"), for the construction of the project commonly known as the "Hotel at Marion Square" located at 404 King Street, Charleston, South Carolina, 29403 (the "Project"); and,

B. **WHEREAS**, Contractor and each of the Subcontractors entered into respective subcontracts for the construction of various portions of the Work on the Project; and,

C. **WHEREAS**, as a result of certain acts, omissions, deficiencies, decisions, interpretations, directives and/or instructions of the Owner, its agents and/or representatives, both Contractor and Subcontractors, among others, incurred extra costs and expenses on the Project; and,

D. **WHEREAS**, Contractor has certain claims with the Owner on the Project arising from extra costs it incurred concerning its work under the Prime Contract; and,

E. **WHEREAS**, each of the Subcontractors have certain claims that may be related to acts or omissions attributable to the Owner on the Project resulting in extra costs they each incurred concerning its work under their respective Subcontract; and,

F. **WHEREAS**, Contractor contends that any such claims of the Subcontractors, and each of them, should be attributable to the acts, omissions, deficiencies, decisions, interpretations, directives and/or instructions of the Owner, its agents and/or representatives or others, not the Contractor; and,

G. **WHEREAS**, Subcontractors have certain claims that may be related to acts or omissions attributable to the Contractor on the Project resulting in extra costs each such Subcontractor incurred concerning their respective work under their Subcontract; and,

H. **WHEREAS**, Contractor may have certain claims related to acts or omissions attributable to one or more of the Subcontractors or other subcontractors on the Project resulting in extra costs Contractor or others incurred concerning their respective work under the Prime Contract or other contracts related to the Project; and,

I. **WHEREAS**, Subcontractor's claims, whether against to Owner or Contractor, are collectively referred to as the "Subcontractor Claims"; and

J. **WHEREAS**, certain claims that the Contractor has against the Owner arise out of the same facts and circumstances surrounding the Project that underlie the Subcontractor Claims, including, but not limited to: an incomplete design; errors and omissions in the Owner's design; changes to the Project for which the Owner has failed to pay; and, the Owner's failure to administer the Prime Contract for the Project in accordance with the terms and conditions of the Prime Contract (collectively, the "Owner-related Affirmative Claims"); and,

K. **WHEREAS**, Contractor and Subcontractors are actively pursuing both the assertion of the Owner-related Affirmative Claims against the Owner as well as a defense of any claims and/or contentions asserted by the Owner arising out of actions or inactions that may be attributable to Contractor and Subcontractors, or any of them, jointly (collectively, the "Owner-related Defensive Claims") (collectively, the Owner-related Affirmative Claims and the Owner-related Defensive Claims shall hereinafter be referred to as "the Owner-related Claims"); and,

L. **WHEREAS**, Contractor and Subcontractors desire to work together and to cooperate in the prosecution and defense of the Owner-related Claims,

M. **WHEREAS**, the Parties believe that there exists between them a mutuality of interests in a common prosecution and defense of the separate interests of Contractor and Subcontractors arising out of the Project as to the Owner-related Claims; and,

N. **WHEREAS**, Contractor and Subcontractors desire to cooperate with one another through their respective employees, agents, representatives, insurers, consultants and counsel without waiving applicable privileges and confidentiality vis-a-vis potentially adverse parties, for the purpose of protecting and pursuing their common but separate interests in the prosecution and/or defense of the Owner-related Claims; and,

O. **WHEREAS**, through this Agreement, Contractor and Subcontractors desire to memorialize their understandings concerning the common defense and/or prosecution of the Owner-related Claims, and to establish a procedure whereby the prosecution and defense of the Owner-related Claims can be effectuated as between the Parties.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein, as though set forth in full.

2. **Prosecution of the Subcontractor Claims.**

(a) Subcontractors agree that the Contractor may, at Contractor's sole and complete discretion, pursue the Subcontractor Claims against Owner through Contractor and in Contractor's name, as and if appropriate. Subcontractors shall make available its experts and consultants, its current employees, and consultants, if any, to assist in the preparation of and to prepare and present the Owner-related Claims, to the extent reasonably required or requested at their own expense. This shall include, without limitation, responding to requests for disclosure, discovery and depositions by other parties in prosecution of the Owner-related Claims and the coordination and scheduling thereof. Additionally, Subcontractors shall each take all reasonable

measures to secure the voluntary cooperation and assistance of witnesses who are current or former employees or officers for attendance at settlement conferences, depositions, trials and other events related to the prosecution of the Owner-related Claims. The Parties shall refrain from any action or preparation of any document to which the other Party could be bound without the prior written authority and approval of counsel for the appropriate Party, which approval will not be unreasonably withheld. If Contractor elects to pursue any of the Subcontractor Claims, Contractor will do so as expeditiously as reasonably possible. If Contractor elects not to pursue any of the Subcontractor Claims, Contractor will notify Subcontractor in writing within thirty (30) days of the execution of this Agreement.

(b) If Contractor elects not to pursue any of the Subcontractor Claims as provided in Paragraph 2(a), Contractor agrees that the affected Subcontractor may pursue any such Subcontractor Claims against Owner through Contractor and in Contractor's name, if appropriate. Subcontractor agrees that Contractor shall have no obligation to prepare, research or provide support for the Subcontractor Claims, beyond permitting the Subcontractor to present its claims through Contractor in any dispute resolution process required by the Prime Contract, to which the Subcontractor agrees to be bound and to waive any right to contest. All Parties shall refrain from any action or preparation of any document to which any other Party could be bound without the prior written authority and approval of counsel for the appropriate Party, which approval will not be unreasonably withheld.

(c) Subject to Paragraphs 2(a) and (b) above, the Parties will mutually cooperate with one another in presenting their respective claims to the Owner and/or making their respective defenses against assertions made by the Owner, in whatever dispute resolution process is utilized to resolve claims on the Project including, without limitation, making available documents, witnesses and information pertinent to Owner-related Claims.

(d) Contractor and Subcontractors agree to promptly meet, negotiate and resolve all claims between Contractor and Subcontractors ("Contractor-Subcontractor Claims") if at all possible. Until resolution of Owner-related Claims, Subcontractors agree that it will assert no claim against Contractor except as necessary to perfect lien rights, and Contractor agrees that it shall assert no claim against any of the Subcontractors. Subsequently, Subcontractors and the Contractor, respectively, have the right to assert claims against one another for any amounts not recovered from the Owner or others.

(e) Contractor specifically agrees to advise Subcontractors of all meetings with Owner at which the Subcontractor Claims and setoffs or counterclaims attributable to any or all of the Subcontractors will be discussed and to permit each affected Subcontractor to attend and participate in such meetings.

(f) In the event that Owner wishes to settle separately one or more of the Subcontractor Claims with one or more of the Subcontractors, it is agreed that each affected Subcontractor, in its sole discretion, shall have the right to proceed with such settlement regardless of whether Contractor has settled any of its claims, provided that any such dismissal or settlement includes the settlement of any setoffs or counterclaims attributable to Subcontractor. It is further agreed that, regardless of the stage of the claims resolution procedure, whether

negotiation, arbitration or litigation, the Contractor will undertake no action or agreement that in any manner will compromise or settle some aspect of any of the Subcontractor Claims without the prior written approval of each affected Subcontractor.

(g) Contractor further agrees that it will not fully settle and dismiss its claims or withdraw from any arbitration, litigation, or other proceeding so long as its presence is reasonably required for procedural reasons: (1) for assertion of claims by the Subcontractor or the defense of any counterclaims or claims of setoff; or, (2) under any other circumstances that might reasonably be considered prejudicial to the legal right of any of the remaining Subcontractors to present, prosecute or defend any of the Subcontractor Claims or Owner counterclaims still unresolved.

(h) Contractor agrees to provide Subcontractors with copies of all pleadings filed in any Litigation or Arbitration and to advise Subcontractors of all prehearing, hearing or trial dates and to allow Subcontractors' participation in same. Contractor further agrees that it and its counsel will consult with Subcontractors and reasonably consider the input of Subcontractors and its counsel in any decisions relating to the strategy of the prosecution of the Owner-Related Claims and Subcontractor Claims, but only as it relates to the Subcontractors. Contractor agrees that Subcontractors will be permitted to participate in any discovery conducted in any Litigation or Arbitration and to attend all depositions or other proceedings in the case, subject to procedural rules applicable to the matter and/or rulings by the party adjudicating the matter.

(i) Contractor further agrees that in the event it does elect to pursue any of the Subcontractor Claims against Owner, the Subcontractor Claims will be separately set forth in any Litigation or Arbitration and that the arbitrators, court or jury shall be requested to allocate a distinct award and monetary amount in favor of such Subcontractor Claims, and/or to allocate a distinct award and monetary amount found against Subcontractor and any such Subcontractor Claims by way of any offsets or counterclaims with regard thereto. In the event such Subcontractors Claims are decided by a jury, Contractor agrees to utilize jury interrogatories in order to determine the judgment upon such Subcontractors Claims.

(j) In the event that Contractor does elect to pursue any of the Subcontractor Claims against Owner and, in the event the award or judgment makes a specific award in favor of the Subcontractor Claims, Contractor shall pay Subcontractor the amount so awarded within ten (10) days of receipt of payment unless there is an appeal by either party. Upon completion of the appeal, Contractor shall pay Subcontractor the amount so awarded within 10 days of receipt of payment from Owner. In the event that Contractor does elect to pursue any of the Subcontractor Claims against Owner, and in the event the award or judgment makes a specific award against the Subcontractor Claims, Subcontractor shall pay Contractor the amount so awarded within ten (10) days of the award unless there is an appeal by a party. Upon completion of the appeal, Subcontractor shall pay Contractor the amount so awarded within 10 days of the completion of the appeal.

(k) In the event that Contractor does elect to pursue any of the Subcontractor Claims against Owner, and the award of judgment is upon the overall Owner-Related Claims and does not apportion the amounts found to be due or owed (by offsets or counterclaims) upon the respective claims, the amount recovered shall be shared on a basis proportionate to the respective

amounts of the Owner-Related Claims by the parties and any related or offsetting counterclaims. In the event all affected parties are unable to agree upon such apportionment, the dispute shall be decided, on briefing only, by the arbitrator or judge who adjudicated the matter.

(l) Each Subcontractor shall assist Contractor in the defense of any claim, third party claim, cross-claim or counterclaim brought by Owner against Contractor related to or arising out of the Subcontractor Claims.

3. **Subcontractor Warranties.** Subcontractors each warrant and represent that their respective claims comprising the Subcontractor Claims, and each of them, are factually and legally supportable. Contractor has relied and will rely solely on this warranty from each and all of the Subcontractors and may, at its sole election, request that any one or more of the Subcontractors provide a reasonable certification in a form furnished by Contractor which the requested Subcontractor shall execute and deliver as a condition to any further presentation of claims for that Subcontractor, and that sets forth such Subcontractor's attestation to the factual and legal sufficiency of such claims. If at any time Contractor reasonably believes that the Subcontractor Claims, or any of them, violates any applicable laws, regulations, or contractual provisions, and after consultation with the affected Subcontractor, Contractor shall have no further obligation to submit or continue to permit the presentation through the Contractor of any of the Subcontractor Claims of such Subcontractor, or the offending claim.

4. **Common Interests.** In connection with the Owner-related Claims and any subsequent or related matter, the Parties and their respective counsel have concluded that there is a mutuality of interest as to the Owner-related Claims. Further, the Parties and their respective counsel may pursue separate but common interests and avoid any claim or suggestion of waiver of the rights or obligations provided herein. The Parties and their counsel therefore acknowledge and agree that their interests will be best served if they and their counsel can exchange information subject to the continued protection of the attorney/client privilege, the work product privilege, the joint defense doctrine, the common interest doctrine, and other privileges or immunities that may apply under relevant law.

5. **Sharing of Common Interest Materials.** The Parties and their respective counsel agree to cooperate with one another reasonably in the legal analysis of the Parties' common interests relative to the Owner-related Claims, as permitted by law pursuant to the joint defense or common interest doctrine. While each Party retains the right to determine which information in its possession it shall disclose to the other Party, the Parties and their respective counsel contemplate that, to further their common interests and in order that the Parties may exchange privileged information, any and all of the following, whether disclosed orally or in documents, shall be covered by this Agreement: (a) factual analyses; (b) mental impressions; (c) legal memoranda; (d) witness interviews and statements; (e) summaries; (f) transcripts; (g) reports and expert opinions; and (h) any other information which would otherwise be protected from disclosure to third parties under any theories ("Common Interest Materials"). This list is not intended to be all inclusive and additional items of mutual interest may be generated. The Parties would not disclose such common interest materials to one another but for their mutual and common interests, and that the materials would continue to be protected as described hereinabove in Paragraph 4.

6. **Preservation of Privileges.** The Parties and their respective counsel agree that the disclosure of the Common Interest Materials is not intended to waive any applicable privilege or protection. Further, the Parties and their counsel agree that the Common Interest Materials will be protected from disclosure by the attorney/client privilege, the work product privilege, the joint defense doctrine, the common interest doctrine, and other privileges or immunities that may apply under relevant law.

7. **No Disclosure to Third Parties.** No information obtained as a result of this Agreement by a Party or its counsel shall be disclosed to any third party (except representatives (as defined below) of the Party, the Party's attorneys and other attorneys within the same law firm as the Party's counsel, and the Party's litigation or claims consultants and/or experts) without the express consent of the Party who first made the information available under this Agreement. Each Party agrees that Common Interest Materials received pursuant to this Agreement shall not be provided to any person not involved in making decisions regarding the matter or regarding any subsequent or related proceeding.

8. **Limited Use of Common Interest Materials.** The Common Interest Materials and information derived therefrom shall be used by the recipient Party solely for purposes of evaluating and assisting in the legal analysis of the Owner-related Claims, or any of them, or of any subsequent or related matter arising out of the same set of facts. Nothing in this Agreement restricts in anyway the use by a Party of information or statements obtained other than in a manner pursuant to this Agreement. Any documents shared by any counsel or any Party in connection with the common interest effort shall be returned upon request to the counsel providing them and no copy shall be retained.

9. **Notice of Discovery Demands.** In the event a Party receives a request, including a subpoena, for the production of documents, which may include Common Interest Materials that the Party received pursuant to this Agreement, the recipient Party shall promptly notify the Party who provided the Common Interest Material called for by the request and shall give such Party copies of any writings or documents, including subpoenas, summons and the like, which relate to the attempt by the third party to obtain the information. Each Party to this Agreement shall use reasonable efforts to strongly defend any challenge to the assertion of the attorney/client privilege, the work product privilege, the joint defense doctrine, the common interest doctrine, and other privileges that exist or may exist as a result of this Agreement or the Parties' respective individual privileges.

10. **No Waivers.** This Agreement shall not create any agency or similar relationship among the Parties. No Party shall have authority to waive any applicable privilege, obligation or doctrine on behalf of any other Party; nor shall any waiver of an applicable privilege, obligation or doctrine by the conduct of any Party be construed to apply to any other Party. No Party will enter into a settlement with a third party that would require or result in the disclosure of Common Interest Material provided by any other Party.

11. **Separate Representation.** Nothing in this Agreement shall be construed to affect the separate and independent representation of each Party by its respective counsel.

12. **Agreement Not to Use Exchanged Information.**

(a) The Parties agree that they shall not use any privileged information exchanged or obtained pursuant to this Agreement in any proceeding brought by one party against the other or wherein the respective interests of the parties are different from, inconsistent with, or adverse to one another.

(b) The Parties understand and acknowledge that any privileged information obtained or exchanged by the parties is not admissible in any proceeding brought by one party against the other or wherein the respective interests of the parties are different from, inconsistent with, or adverse to one another.

13. **Potential Conflict Waived.**

(a) No party to this Agreement shall claim or assert or support a contention that counsel for any party has a conflict of interest or should be disqualified from their representation of their respective clients in any claim, litigation, arbitration or dispute that exists or comes to exist relating to or arising out of any matter related to this Agreement. This provision specifically applies to any Party that withdraws from this Agreement.

(b) If a party withdraws from this Agreement, then that party shall not object to the continued representation of the remaining party by their respective counsel.

(c) Neither Party may use anything contained in this Agreement as a basis for seeking to disqualify any attorney from representing their client in the Project or any related proceedings.

(d) The Parties understand and acknowledge that either party may examine or cross-examine any representative from the other party who testifies in any proceeding arising out of the Project.

14. **Withdrawal.** Any Party to this Agreement may withdraw upon written notice to the other Parties, and this Agreement shall prospectively no longer apply to the withdrawing party; however, this Agreement shall continue to protect all Common Interest Materials disclosed by or to the withdrawing Party prior to that Party's withdrawal. Each Party to this Agreement has an affirmative duty to withdraw when, in good faith, it determines that it no longer has a commonality of interests, and to give prompt written notice of such withdrawal to the other Parties and their counsel. The withdrawing Party shall continue to be bound by this Agreement with regard to any continuing obligations described herein, to include the conflict of counsel waivers and any Common Interest Materials provided, disclosed, received, learned or obtained from the Party prior to withdrawal.

15. **Possible Conflicts.** Each counsel has fully advised his/her client that the client is represented only by its own attorneys in this matter; that while the attorneys representing the other Parties have a duty to preserve the confidence as disclosed pursuant to this Agreement,

they owe a duty of loyalty only to their own client and do not and will not have any attorney-client relationship with any other Party.

16. **Additional Parties.** Subcontractor understands, anticipates and agrees that Contractor may add additional individuals or entities to this Agreement and/or enter into a separate Agreement(s) in substantial conformity with this Agreement at a future time, and/or may have entered into such agreement already. All parties to all such agreements shall be advised immediately of all such other Parties.

17. **Successor Counsel.** This Agreement shall remain in effect and be binding upon successor counsel in accordance with its terms and may be terminated by successor counsel only in accordance with its terms.

18. **Enforcement.** The Parties agree that injunctive relief is the appropriate means to enforce this Agreement and stipulate that a violation of the Agreement would constitute irreparable harm.

19. **Effective Date.** This Agreement may be executed in counterparts, each of which shall constitute an integrated and enforceable whole.

20. **Choice of Law.** This Agreement shall be governed by the laws of the State of South Carolina without consideration of South Carolina's choice of law rules. Furthermore, the sole and exclusive location or venue of any mediation, arbitration and/or lawsuit between the parties to this Agreement shall be brought in the State Courts in Charleston, South Carolina before a Master in Equity or as otherwise provided by the Owner Agreement. Both Parties waive any right to a trial by jury.

21. **Modifications.** This Agreement cannot be modified except in writing signed by all Parties.

22. **Tolling Agreement**

22.1 Contractor and Subcontractors agree that with respect to any and all rights, duties, claims, and defenses, or potential rights, duties, claims and defenses arising from or in any way connected with the Subcontracts, Subcontractor Claims, Owner-related claims, and/or the Project (the "Claims"), all applicable statutes of limitation or repose, laches, contractual notice periods, or other time-related defenses (collectively, the "Timing Defenses") shall be tolled during the time period between the Effective Date of this Agreement and 11:59 p.m. local time in Charlotte, North Carolina on the earlier of the following dates (the "Tolling Termination Date"): (a) as to any withdrawing Party, one hundred eighty (180) calendar days after that Party gives written notice to the other Parties in accordance herewith that it is terminating the Tolling Period as to it, or (b) one hundred eighty (180) calendar days after Contractor's written notice to the signatories below via email and U.S. Mail as to resolution of the Lawsuit and/or Arbitration of Owner-related claims, whether by settlement, judgment, dismissal, or otherwise (the "Tolling Period"). The Tolling Period shall not be included as part of the time limiting the

commencement of an action or assertion of any Claims; and no Party shall plead, assert, or otherwise rely upon the Tolling Period in pleading or asserting any of the Timing Defenses to any Claims.

21.2 The Parties may extend the Tolling Period one or more times by written agreement(s) which is signed by the Parties and refers to this Tolling Agreement.

21.3 Except as expressly set forth herein, nothing in this Tolling Agreement shall be construed as a limitation upon or waiver of any potential Claims or defenses that any Party may have against any other entity or Party. Except as expressly set forth herein, the Parties expressly reserve any and all potential Claims and defenses that they had or may have had on the Effective Date.

21.4 This Tolling Agreement is not intended, and shall not be deemed, to revive any Claims that were barred by any of the Timing Defenses by virtue of the passage of time prior to the Effective Date of this Tolling Agreement, nor shall this Tolling Agreement preclude any Party from asserting any of the Timing Defenses on the basis of any period of time that lapses subsequent to the Tolling Termination Date provided such period of time does not include the Tolling Period.

23. **General Provisions.**

(a) This Agreement is not made or intended for the benefit of any third person or entity and shall not create or give to any third person or entity any right, claim, benefit, defense or cause of action against Contractor and/or Subcontractors.

(b) This Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Parties hereto, and each of them.

(c) This Agreement contains the entire agreement among the Parties hereto regarding the subjects discussed herein. No addition or modification of this Agreement shall be effective unless set forth in writing and signed by the Parties hereto.

(d) The terms and conditions of this Agreement are and shall remain strictly confidential. The Parties hereto shall not divulge such terms and conditions to any third party, unless such disclosure is required by law or reasonably necessary for the evaluation of Claims or representation of the disclosing Party in any dispute resolution proceeding relating to the Project or the Claims.

(e) This Agreement shall be deemed to have been jointly prepared by the Parties hereto. If any ambiguity or uncertainty is found to exist in the Agreement, said ambiguity or uncertainty shall not be construed against either party hereto, but shall be resolved according to the rules of interpretation of contracts.

(f) Except as expressly stated herein, nothing in the Agreement will be deemed a waiver of any of the Parties' respective rights and obligations under the Subcontract.

Balfour Beatty Construction, LLC

By: _____

Its: _____

Date: _____

David Allen Company, Inc.,

By: _____

Counsel for: _____

Date: _____

Old North State Masonry, LLC

By: Scott M. Griffin

Its: MEMBER

Date: 6/19/19

Precision Walls, Inc.

By: Thomas P. Sneed

Its: CFO for PWI

Date: 6/19/19

Bernhard MCC, LLC

By: _____

Its: _____

Date: _____

Lithco Contracting, LLC

By: _____

Counsel for: _____

Date: _____

Watson Electrical Construction Co., LLC

By: _____

Its: _____

Date: _____

JOINT PROSECUTION, DEFENSE AND TOLLING AGREEMENT

This Joint Prosecution, Defense and Tolling Agreement (the “Agreement”) is effective upon execution by each Party (the “Effective Date”) and is between Balfour Beatty Construction, LLC, a Delaware limited liability company (“Contractor”) and Bernhard MCC, LLC, David Allen Company, Inc., Lithko Contracting, LLC, Old North State Masonry, LLC, Watson Electrical Construction Co., LLC, and Precision Walls, Inc. (“Subcontractors”) (each a “Party” and collectively, the “Parties”) and their respective counsel (“Counsel”).

RECITALS

A. **WHEREAS**, Library Associates, LLC (the “Owner”) and Contractor, entered into a contract dated September 22, 2014 (the “Prime Contract”), for the construction of the project commonly known as the “Hotel at Marion Square” located at 404 King Street, Charleston, South Carolina, 29403 (the “Project”); and,

B. **WHEREAS**, Contractor and each of the Subcontractors entered into respective subcontracts for the construction of various portions of the Work on the Project; and,

C. **WHEREAS**, as a result of certain acts, omissions, deficiencies, decisions, interpretations, directives and/or instructions of the Owner, its agents and/or representatives, both Contractor and Subcontractors, among others, incurred extra costs and expenses on the Project; and,

D. **WHEREAS**, Contractor has certain claims with the Owner on the Project arising from extra costs it incurred concerning its work under the Prime Contract; and,

E. **WHEREAS**, each of the Subcontractors have certain claims that may be related to acts or omissions attributable to the Owner on the Project resulting in extra costs they each incurred concerning its work under their respective Subcontract; and,

F. **WHEREAS**, Contractor contends that any such claims of the Subcontractors, and each of them, should be attributable to the acts, omissions, deficiencies, decisions, interpretations, directives and/or instructions of the Owner, its agents and/or representatives or others, not the Contractor; and,

G. **WHEREAS**, Subcontractors have certain claims that may be related to acts or omissions attributable to the Contractor on the Project resulting in extra costs each such Subcontractor incurred concerning their respective work under their Subcontract; and,

H. **WHEREAS**, Contractor may have certain claims related to acts or omissions attributable to one or more of the Subcontractors or other subcontractors on the Project resulting in extra costs Contractor or others incurred concerning their respective work under the Prime Contract or other contracts related to the Project; and,

I. **WHEREAS**, Subcontractor’s claims, whether against to Owner or Contractor, are collectively referred to as the “Subcontractor Claims”; and

J. **WHEREAS**, certain claims that the Contractor has against the Owner arise out of the same facts and circumstances surrounding the Project that underlie the Subcontractor Claims, including, but not limited to: an incomplete design; errors and omissions in the Owner's design; changes to the Project for which the Owner has failed to pay; and, the Owner's failure to administer the Prime Contract for the Project in accordance with the terms and conditions of the Prime Contract (collectively, the "Owner-related Affirmative Claims"); and,

K. **WHEREAS**, Contractor and Subcontractors are actively pursuing both the assertion of the Owner-related Affirmative Claims against the Owner as well as a defense of any claims and/or contentions asserted by the Owner arising out of actions or inactions that may be attributable to Contractor and Subcontractors, or any of them, jointly (collectively, the "Owner-related Defensive Claims") (collectively, the Owner-related Affirmative Claims and the Owner-related Defensive Claims shall hereinafter be referred to as "the Owner-related Claims"); and,

L. **WHEREAS**, Contractor and Subcontractors desire to work together and to cooperate in the prosecution and defense of the Owner-related Claims,

M. **WHEREAS**, the Parties believe that there exists between them a mutuality of interests in a common prosecution and defense of the separate interests of Contractor and Subcontractors arising out of the Project as to the Owner-related Claims; and,

N. **WHEREAS**, Contractor and Subcontractors desire to cooperate with one another through their respective employees, agents, representatives, insurers, consultants and counsel without waiving applicable privileges and confidentiality vis-a-vis potentially adverse parties, for the purpose of protecting and pursuing their common but separate interests in the prosecution and/or defense of the Owner-related Claims; and,

O. **WHEREAS**, through this Agreement, Contractor and Subcontractors desire to memorialize their understandings concerning the common defense and/or prosecution of the Owner-related Claims, and to establish a procedure whereby the prosecution and defense of the Owner-related Claims can be effectuated as between the Parties.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein, as though set forth in full.

2. **Prosecution of the Subcontractor Claims.**

(a) Subcontractors agree that the Contractor may, at Contractor's sole and complete discretion, pursue the Subcontractor Claims against Owner through Contractor and in Contractor's name, as and if appropriate. Subcontractors shall make available its experts and consultants, its current employees, and consultants, if any, to assist in the preparation of and to prepare and present the Owner-related Claims, to the extent reasonably required or requested at their own expense. This shall include, without limitation, responding to requests for disclosure, discovery and depositions by other parties in prosecution of the Owner-related Claims and the coordination and scheduling thereof. Additionally, Subcontractors shall each take all reasonable

measures to secure the voluntary cooperation and assistance of witnesses who are current or former employees or officers for attendance at settlement conferences, depositions, trials and other events related to the prosecution of the Owner-related Claims. The Parties shall refrain from any action or preparation of any document to which the other Party could be bound without the prior written authority and approval of counsel for the appropriate Party, which approval will not be unreasonably withheld. If Contractor elects to pursue any of the Subcontractor Claims, Contractor will do so as expeditiously as reasonably possible. If Contractor elects not to pursue any of the Subcontractor Claims, Contractor will notify Subcontractor in writing within thirty (30) days of the execution of this Agreement.

(b) If Contractor elects not to pursue any of the Subcontractor Claims as provided in Paragraph 2(a), Contractor agrees that the affected Subcontractor may pursue any such Subcontractor Claims against Owner through Contractor and in Contractor's name, if appropriate. Subcontractor agrees that Contractor shall have no obligation to prepare, research or provide support for the Subcontractor Claims, beyond permitting the Subcontractor to present its claims through Contractor in any dispute resolution process required by the Prime Contract, to which the Subcontractor agrees to be bound and to waive any right to contest. All Parties shall refrain from any action or preparation of any document to which any other Party could be bound without the prior written authority and approval of counsel for the appropriate Party, which approval will not be unreasonably withheld.

(c) Subject to Paragraphs 2(a) and (b) above, the Parties will mutually cooperate with one another in presenting their respective claims to the Owner and/or making their respective defenses against assertions made by the Owner, in whatever dispute resolution process is utilized to resolve claims on the Project including, without limitation, making available documents, witnesses and information pertinent to Owner-related Claims.

(d) Contractor and Subcontractors agree to promptly meet, negotiate and resolve all claims between Contractor and Subcontractors ("Contractor-Subcontractor Claims") if at all possible. Until resolution of Owner-related Claims, Subcontractors agree that it will assert no claim against Contractor except as necessary to perfect lien rights, and Contractor agrees that it shall assert no claim against any of the Subcontractors. Subsequently, Subcontractors and the Contractor, respectively, have the right to assert claims against one another for any amounts not recovered from the Owner or others.

(e) Contractor specifically agrees to advise Subcontractors of all meetings with Owner at which the Subcontractor Claims and setoffs or counterclaims attributable to any or all of the Subcontractors will be discussed and to permit each affected Subcontractor to attend and participate in such meetings.

(f) In the event that Owner wishes to settle separately one or more of the Subcontractor Claims with one or more of the Subcontractors, it is agreed that each affected Subcontractor, in its sole discretion, shall have the right to proceed with such settlement regardless of whether Contractor has settled any of its claims, provided that any such dismissal or settlement includes the settlement of any setoffs or counterclaims attributable to Subcontractor. It is further agreed that, regardless of the stage of the claims resolution procedure, whether

negotiation, arbitration or litigation, the Contractor will undertake no action or agreement that in any manner will compromise or settle some aspect of any of the Subcontractor Claims without the prior written approval of each affected Subcontractor.

(g) Contractor further agrees that it will not fully settle and dismiss its claims or withdraw from any arbitration, litigation, or other proceeding so long as its presence is reasonably required for procedural reasons: (1) for assertion of claims by the Subcontractor or the defense of any counterclaims or claims of setoff; or, (2) under any other circumstances that might reasonably be considered prejudicial to the legal right of any of the remaining Subcontractors to present, prosecute or defend any of the Subcontractor Claims or Owner counterclaims still unresolved.

(h) Contractor agrees to provide Subcontractors with copies of all pleadings filed in any Litigation or Arbitration and to advise Subcontractors of all prehearing, hearing or trial dates and to allow Subcontractors' participation in same. Contractor further agrees that it and its counsel will consult with Subcontractors and reasonably consider the input of Subcontractors and its counsel in any decisions relating to the strategy of the prosecution of the Owner-Related Claims and Subcontractor Claims, but only as it relates to the Subcontractors. Contractor agrees that Subcontractors will be permitted to participate in any discovery conducted in any Litigation or Arbitration and to attend all depositions or other proceedings in the case, subject to procedural rules applicable to the matter and/or rulings by the party adjudicating the matter.

(i) Contractor further agrees that in the event it does elect to pursue any of the Subcontractor Claims against Owner, the Subcontractor Claims will be separately set forth in any Litigation or Arbitration and that the arbitrators, court or jury shall be requested to allocate a distinct award and monetary amount in favor of such Subcontractor Claims, and/or to allocate a distinct award and monetary amount found against Subcontractor and any such Subcontractor Claims by way of any offsets or counterclaims with regard thereto. In the event such Subcontractors Claims are decided by a jury, Contractor agrees to utilize jury interrogatories in order to determine the judgment upon such Subcontractors Claims.

(j) In the event that Contractor does elect to pursue any of the Subcontractor Claims against Owner and, in the event the award or judgment makes a specific award in favor of the Subcontractor Claims, Contractor shall pay Subcontractor the amount so awarded within ten (10) days of receipt of payment unless there is an appeal by either party. Upon completion of the appeal, Contractor shall pay Subcontractor the amount so awarded within 10 days of receipt of payment from Owner. In the event that Contractor does elect to pursue any of the Subcontractor Claims against Owner, and in the event the award or judgment makes a specific award against the Subcontractor Claims, Subcontractor shall pay Contractor the amount so awarded within ten (10) days of the award unless there is an appeal by a party. Upon completion of the appeal, Subcontractor shall pay Contractor the amount so awarded within 10 days of the completion of the appeal.

(k) In the event that Contractor does elect to pursue any of the Subcontractor Claims against Owner, and the award of judgment is upon the overall Owner-Related Claims and does not apportion the amounts found to be due or owed (by offsets or counterclaims) upon the respective claims, the amount recovered shall be shared on a basis proportionate to the respective

amounts of the Owner-Related Claims by the parties and any related or offsetting counterclaims. In the event all affected parties are unable to agree upon such apportionment, the dispute shall be decided, on briefing only, by the arbitrator or judge who adjudicated the matter.

(l) Each Subcontractor shall assist Contractor in the defense of any claim, third party claim, cross-claim or counterclaim brought by Owner against Contractor related to or arising out of the Subcontractor Claims.

3. **Subcontractor Warranties.** Subcontractors each warrant and represent that their respective claims comprising the Subcontractor Claims, and each of them, are factually and legally supportable. Contractor has relied and will rely solely on this warranty from each and all of the Subcontractors and may, at its sole election, request that any one or more of the Subcontractors provide a reasonable certification in a form furnished by Contractor which the requested Subcontractor shall execute and deliver as a condition to any further presentation of claims for that Subcontractor, and that sets forth such Subcontractor's attestation to the factual and legal sufficiency of such claims. If at any time Contractor reasonably believes that the Subcontractor Claims, or any of them, violates any applicable laws, regulations, or contractual provisions, and after consultation with the affected Subcontractor, Contractor shall have no further obligation to submit or continue to permit the presentation through the Contractor of any of the Subcontractor Claims of such Subcontractor, or the offending claim.

4. **Common Interests.** In connection with the Owner-related Claims and any subsequent or related matter, the Parties and their respective counsel have concluded that there is a mutuality of interest as to the Owner-related Claims. Further, the Parties and their respective counsel may pursue separate but common interests and avoid any claim or suggestion of waiver of the rights or obligations provided herein. The Parties and their counsel therefore acknowledge and agree that their interests will be best served if they and their counsel can exchange information subject to the continued protection of the attorney/client privilege, the work product privilege, the joint defense doctrine, the common interest doctrine, and other privileges or immunities that may apply under relevant law.

5. **Sharing of Common Interest Materials.** The Parties and their respective counsel agree to cooperate with one another reasonably in the legal analysis of the Parties' common interests relative to the Owner-related Claims, as permitted by law pursuant to the joint defense or common interest doctrine. While each Party retains the right to determine which information in its possession it shall disclose to the other Party, the Parties and their respective counsel contemplate that, to further their common interests and in order that the Parties may exchange privileged information, any and all of the following, whether disclosed orally or in documents, shall be covered by this Agreement: (a) factual analyses; (b) mental impressions; (c) legal memoranda; (d) witness interviews and statements; (e) summaries; (f) transcripts; (g) reports and expert opinions; and (h) any other information which would otherwise be protected from disclosure to third parties under any theories ("Common Interest Materials"). This list is not intended to be all inclusive and additional items of mutual interest may be generated. The Parties would not disclose such common interest materials to one another but for their mutual and common interests, and that the materials would continue to be protected as described hereinabove in Paragraph 4.

6. **Preservation of Privileges.** The Parties and their respective counsel agree that the disclosure of the Common Interest Materials is not intended to waive any applicable privilege or protection. Further, the Parties and their counsel agree that the Common Interest Materials will be protected from disclosure by the attorney/client privilege, the work product privilege, the joint defense doctrine, the common interest doctrine, and other privileges or immunities that may apply under relevant law.

7. **No Disclosure to Third Parties.** No information obtained as a result of this Agreement by a Party or its counsel shall be disclosed to any third party (except representatives (as defined below) of the Party, the Party's attorneys and other attorneys within the same law firm as the Party's counsel, and the Party's litigation or claims consultants and/or experts) without the express consent of the Party who first made the information available under this Agreement. Each Party agrees that Common Interest Materials received pursuant to this Agreement shall not be provided to any person not involved in making decisions regarding the matter or regarding any subsequent or related proceeding.

8. **Limited Use of Common Interest Materials.** The Common Interest Materials and information derived therefrom shall be used by the recipient Party solely for purposes of evaluating and assisting in the legal analysis of the Owner-related Claims, or any of them, or of any subsequent or related matter arising out of the same set of facts. Nothing in this Agreement restricts in anyway the use by a Party of information or statements obtained other than in a manner pursuant to this Agreement. Any documents shared by any counsel or any Party in connection with the common interest effort shall be returned upon request to the counsel providing them and no copy shall be retained.

9. **Notice of Discovery Demands.** In the event a Party receives a request, including a subpoena, for the production of documents, which may include Common Interest Materials that the Party received pursuant to this Agreement, the recipient Party shall promptly notify the Party who provided the Common Interest Material called for by the request and shall give such Party copies of any writings or documents, including subpoenas, summons and the like, which relate to the attempt by the third party to obtain the information. Each Party to this Agreement shall use reasonable efforts to strongly defend any challenge to the assertion of the attorney/client privilege, the work product privilege, the joint defense doctrine, the common interest doctrine, and other privileges that exist or may exist as a result of this Agreement or the Parties' respective individual privileges.

10. **No Waivers.** This Agreement shall not create any agency or similar relationship among the Parties. No Party shall have authority to waive any applicable privilege, obligation or doctrine on behalf of any other Party; nor shall any waiver of an applicable privilege, obligation or doctrine by the conduct of any Party be construed to apply to any other Party. No Party will enter into a settlement with a third party that would require or result in the disclosure of Common Interest Material provided by any other Party.

11. **Separate Representation.** Nothing in this Agreement shall be construed to affect the separate and independent representation of each Party by its respective counsel.

12. **Agreement Not to Use Exchanged Information.**

(a) The Parties agree that they shall not use any privileged information exchanged or obtained pursuant to this Agreement in any proceeding brought by one party against the other or wherein the respective interests of the parties are different from, inconsistent with, or adverse to one another.

(b) The Parties understand and acknowledge that any privileged information obtained or exchanged by the parties is not admissible in any proceeding brought by one party against the other or wherein the respective interests of the parties are different from, inconsistent with, or adverse to one another.

13. **Potential Conflict Waived.**

(a) No party to this Agreement shall claim or assert or support a contention that counsel for any party has a conflict of interest or should be disqualified from their representation of their respective clients in any claim, litigation, arbitration or dispute that exists or comes to exist relating to or arising out of any matter related to this Agreement. This provision specifically applies to any Party that withdraws from this Agreement.

(b) If a party withdraws from this Agreement, then that party shall not object to the continued representation of the remaining party by their respective counsel.

(c) Neither Party may use anything contained in this Agreement as a basis for seeking to disqualify any attorney from representing their client in the Project or any related proceedings.

(d) The Parties understand and acknowledge that either party may examine or cross-examine any representative from the other party who testifies in any proceeding arising out of the Project.

14. **Withdrawal.** Any Party to this Agreement may withdraw upon written notice to the other Parties, and this Agreement shall prospectively no longer apply to the withdrawing party; however, this Agreement shall continue to protect all Common Interest Materials disclosed by or to the withdrawing Party prior to that Party's withdrawal. Each Party to this Agreement has an affirmative duty to withdraw when, in good faith, it determines that it no longer has a commonality of interests, and to give prompt written notice of such withdrawal to the other Parties and their counsel. The withdrawing Party shall continue to be bound by this Agreement with regard to any continuing obligations described herein, to include the conflict of counsel waivers and any Common Interest Materials provided, disclosed, received, learned or obtained from the Party prior to withdrawal.

15. **Possible Conflicts.** Each counsel has fully advised his/her client that the client is represented only by its own attorneys in this matter; that while the attorneys representing the other Parties have a duty to preserve the confidence as disclosed pursuant to this Agreement,

they owe a duty of loyalty only to their own client and do not and will not have any attorney-client relationship with any other Party.

16. **Additional Parties.** Subcontractor understands, anticipates and agrees that Contractor may add additional individuals or entities to this Agreement and/or enter into a separate Agreement(s) in substantial conformity with this Agreement at a future time, and/or may have entered into such agreement already. All parties to all such agreements shall be advised immediately of all such other Parties.

17. **Successor Counsel.** This Agreement shall remain in effect and be binding upon successor counsel in accordance with its terms and may be terminated by successor counsel only in accordance with its terms.

18. **Enforcement.** The Parties agree that injunctive relief is the appropriate means to enforce this Agreement and stipulate that a violation of the Agreement would constitute irreparable harm.

19. **Effective Date.** This Agreement may be executed in counterparts, each of which shall constitute an integrated and enforceable whole.

20. **Choice of Law.** This Agreement shall be governed by the laws of the State of South Carolina without consideration of South Carolina's choice of law rules. Furthermore, the sole and exclusive location or venue of any mediation, arbitration and/or lawsuit between the parties to this Agreement shall be brought in the State Courts in Charleston, South Carolina before a Master in Equity or as otherwise provided by the Owner Agreement. Both Parties waive any right to a trial by jury.

21. **Modifications.** This Agreement cannot be modified except in writing signed by all Parties.

22. **Tolling Agreement**

22.1 Contractor and Subcontractors agree that with respect to any and all rights, duties, claims, and defenses, or potential rights, duties, claims and defenses arising from or in any way connected with the Subcontracts, Subcontractor Claims, Owner-related claims, and/or the Project (the "Claims"), all applicable statutes of limitation or repose, laches, contractual notice periods, or other time-related defenses (collectively, the "Timing Defenses") shall be tolled during the time period between the Effective Date of this Agreement and 11:59 p.m. local time in Charlotte, North Carolina on the earlier of the following dates (the "Tolling Termination Date"): (a) as to any withdrawing Party, one hundred eighty (180) calendar days after that Party gives written notice to the other Parties in accordance herewith that it is terminating the Tolling Period as to it, or (b) one hundred eighty (180) calendar days after Contractor's written notice to the signatories below via email and U.S. Mail as to resolution of the Lawsuit and/or Arbitration of Owner-related claims, whether by settlement, judgment, dismissal, or otherwise (the "Tolling Period"). The Tolling Period shall not be included as part of the time limiting the

commencement of an action or assertion of any Claims; and no Party shall plead, assert, or otherwise rely upon the Tolling Period in pleading or asserting any of the Timing Defenses to any Claims.

21.2 The Parties may extend the Tolling Period one or more times by written agreement(s) which is signed by the Parties and refers to this Tolling Agreement.

21.3 Except as expressly set forth herein, nothing in this Tolling Agreement shall be construed as a limitation upon or waiver of any potential Claims or defenses that any Party may have against any other entity or Party. Except as expressly set forth herein, the Parties expressly reserve any and all potential Claims and defenses that they had or may have had on the Effective Date.

21.4 This Tolling Agreement is not intended, and shall not be deemed, to revive any Claims that were barred by any of the Timing Defenses by virtue of the passage of time prior to the Effective Date of this Tolling Agreement, nor shall this Tolling Agreement preclude any Party from asserting any of the Timing Defenses on the basis of any period of time that lapses subsequent to the Tolling Termination Date provided such period of time does not include the Tolling Period.

23. **General Provisions.**

(a) This Agreement is not made or intended for the benefit of any third person or entity and shall not create or give to any third person or entity any right, claim, benefit, defense or cause of action against Contractor and/or Subcontractors.

(b) This Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Parties hereto, and each of them.

(c) This Agreement contains the entire agreement among the Parties hereto regarding the subjects discussed herein. No addition or modification of this Agreement shall be effective unless set forth in writing and signed by the Parties hereto.

(d) The terms and conditions of this Agreement are and shall remain strictly confidential. The Parties hereto shall not divulge such terms and conditions to any third party, unless such disclosure is required by law or reasonably necessary for the evaluation of Claims or representation of the disclosing Party in any dispute resolution proceeding relating to the Project or the Claims.

(e) This Agreement shall be deemed to have been jointly prepared by the Parties hereto. If any ambiguity or uncertainty is found to exist in the Agreement, said ambiguity or uncertainty shall not be construed against either party hereto, but shall be resolved according to the rules of interpretation of contracts.

(f) Except as expressly stated herein, nothing in the Agreement will be deemed a waiver of any of the Parties' respective rights and obligations under the Subcontract.

Balfour Beatty Construction, LLC

By: _____

Its: _____

Date: _____

David Allen Company, Inc.,

By: _____

Counsel for: _____

Date: _____

Bernhard MCC, LLC

By: _____

Its: _____

Date: _____

Lithko Contracting, LLC

By: _____

Counsel for: _____

Date: _____

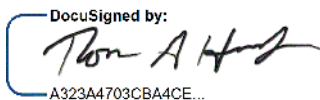
Old North State Masonry, LLC

By: _____

Its: _____

Date: _____

Watson Electrical Construction Co., LLC

By:  _____

Its: President _____

Date: 06/19/2019 _____

Precision Walls, Inc.

By: _____

Its: _____

Date: _____

NOTICE OF WITHDRAWAL

Pursuant to Paragraph 14 of that certain Joint Prosecution, Defense and Tolling Agreement which Watson Electrical Construction, LLC ("Watson") joined on or about June 19, 2019 ("Joint Defense Agreement"), Watson hereby withdraws from the JDA to the extent said agreement was enforceable. Notice is hereby provided to all remaining parties to the JDA of Watson's withdrawal.

WATSON ELECTRICAL CONSTRUCTION, LLC

By: 
Its: A Horney
Date: 8/20/21

JOINT PROSECUTION, DEFENSE AND TOLLING AGREEMENT

This Joint Prosecution, Defense and Tolling Agreement (the "Agreement") is effective upon execution by each Party (the "Effective Date") and is between Balfour Beatty Construction, LLC, a Delaware limited liability company ("Contractor") and Bernhard MCC, LLC, David Allen Company, Inc., Lithko Contracting, LLC, Old North State Masonry, LLC, Watson Electrical Construction Co., LLC, and Precision Walls, Inc. ("Subcontractors") (each a "Party" and collectively, the "Parties") and their respective counsel ("Counsel").

RECITALS

A. **WHEREAS**, Library Associates, LLC (the "Owner") and Contractor, entered into a contract dated September 22, 2014 (the "Prime Contract"), for the construction of the project commonly known as the "Hotel at Marion Square" located at 404 King Street, Charleston, South Carolina, 29403 (the "Project"); and,

B. **WHEREAS**, Contractor and each of the Subcontractors entered into respective subcontracts for the construction of various portions of the Work on the Project; and,

C. **WHEREAS**, as a result of certain acts, omissions, deficiencies, decisions, interpretations, directives and/or instructions of the Owner, its agents and/or representatives, both Contractor and Subcontractors, among others, incurred extra costs and expenses on the Project; and,

D. **WHEREAS**, Contractor has certain claims with the Owner on the Project arising from extra costs it incurred concerning its work under the Prime Contract; and,

E. **WHEREAS**, each of the Subcontractors have certain claims that may be related to acts or omissions attributable to the Owner on the Project resulting in extra costs they each incurred concerning its work under their respective Subcontract; and,

F. **WHEREAS**, Contractor contends that any such claims of the Subcontractors, and each of them, should be attributable to the acts, omissions, deficiencies, decisions, interpretations, directives and/or instructions of the Owner, its agents and/or representatives or others, not the Contractor; and,

G. **WHEREAS**, Subcontractors have certain claims that may be related to acts or omissions attributable to the Contractor on the Project resulting in extra costs each such Subcontractor incurred concerning their respective work under their Subcontract; and,

H. **WHEREAS**, Contractor may have certain claims related to acts or omissions attributable to one or more of the Subcontractors or other subcontractors on the Project resulting in extra costs Contractor or others incurred concerning their respective work under the Prime Contract or other contracts related to the Project; and,

I. **WHEREAS**, Subcontractor's claims, whether against to Owner or Contractor, are collectively referred to as the "Subcontractor Claims"; and

J. **WHEREAS**, certain claims that the Contractor has against the Owner arise out of the same facts and circumstances surrounding the Project that underlie the Subcontractor Claims, including, but not limited to: an incomplete design; errors and omissions in the Owner's design; changes to the Project for which the Owner has failed to pay; and, the Owner's failure to administer the Prime Contract for the Project in accordance with the terms and conditions of the Prime Contract (collectively, the "Owner-related Affirmative Claims"); and,

K. **WHEREAS**, Contractor and Subcontractors are actively pursuing both the assertion of the Owner-related Affirmative Claims against the Owner as well as a defense of any claims and/or contentions asserted by the Owner arising out of actions or inactions that may be attributable to Contractor and Subcontractors, or any of them, jointly (collectively, the "Owner-related Defensive Claims") (collectively, the Owner-related Affirmative Claims and the Owner-related Defensive Claims shall hereinafter be referred to as "the Owner-related Claims"); and,

L. **WHEREAS**, Contractor and Subcontractors desire to work together and to cooperate in the prosecution and defense of the Owner-related Claims,

M. **WHEREAS**, the Parties believe that there exists between them a mutuality of interests in a common prosecution and defense of the separate interests of Contractor and Subcontractors arising out of the Project as to the Owner-related Claims; and,

N. **WHEREAS**, Contractor and Subcontractors desire to cooperate with one another through their respective employees, agents, representatives, insurers, consultants and counsel without waiving applicable privileges and confidentiality vis-a-vis potentially adverse parties, for the purpose of protecting and pursuing their common but separate interests in the prosecution and/or defense of the Owner-related Claims; and,

O. **WHEREAS**, through this Agreement, Contractor and Subcontractors desire to memorialize their understandings concerning the common defense and/or prosecution of the Owner-related Claims, and to establish a procedure whereby the prosecution and defense of the Owner-related Claims can be effectuated as between the Parties.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein, as though set forth in full.

2. **Prosecution of the Subcontractor Claims.**

(a) Subcontractors agree that the Contractor may, at Contractor's sole and complete discretion, pursue the Subcontractor Claims against Owner through Contractor and in Contractor's name, as and if appropriate. Subcontractors shall make available its experts and consultants, its current employees, and consultants, if any, to assist in the preparation of and to prepare and present the Owner-related Claims, to the extent reasonably required or requested at their own expense. This shall include, without limitation, responding to requests for disclosure, discovery and depositions by other parties in prosecution of the Owner-related Claims and the coordination and scheduling thereof. Additionally, Subcontractors shall each take all reasonable

measures to secure the voluntary cooperation and assistance of witnesses who are current or former employees or officers for attendance at settlement conferences, depositions, trials and other events related to the prosecution of the Owner-related Claims. The Parties shall refrain from any action or preparation of any document to which the other Party could be bound without the prior written authority and approval of counsel for the appropriate Party, which approval will not be unreasonably withheld. If Contractor elects to pursue any of the Subcontractor Claims, Contractor will do so as expeditiously as reasonably possible. If Contractor elects not to pursue any of the Subcontractor Claims, Contractor will notify Subcontractor in writing within thirty (30) days of the execution of this Agreement.

(b) If Contractor elects not to pursue any of the Subcontractor Claims as provided in Paragraph 2(a), Contractor agrees that the affected Subcontractor may pursue any such Subcontractor Claims against Owner through Contractor and in Contractor's name, if appropriate. Subcontractor agrees that Contractor shall have no obligation to prepare, research or provide support for the Subcontractor Claims, beyond permitting the Subcontractor to present its claims through Contractor in any dispute resolution process required by the Prime Contract, to which the Subcontractor agrees to be bound and to waive any right to contest. All Parties shall refrain from any action or preparation of any document to which any other Party could be bound without the prior written authority and approval of counsel for the appropriate Party, which approval will not be unreasonably withheld.

(c) Subject to Paragraphs 2(a) and (b) above, the Parties will mutually cooperate with one another in presenting their respective claims to the Owner and/or making their respective defenses against assertions made by the Owner, in whatever dispute resolution process is utilized to resolve claims on the Project including, without limitation, making available documents, witnesses and information pertinent to Owner-related Claims.

(d) Contractor and Subcontractors agree to promptly meet, negotiate and resolve all claims between Contractor and Subcontractors ("Contractor-Subcontractor Claims") if at all possible. Until resolution of Owner-related Claims, Subcontractors agree that it will assert no claim against Contractor except as necessary to perfect lien rights, and Contractor agrees that it shall assert no claim against any of the Subcontractors. Subsequently, Subcontractors and the Contractor, respectively, have the right to assert claims against one another for any amounts not recovered from the Owner or others.

(e) Contractor specifically agrees to advise Subcontractors of all meetings with Owner at which the Subcontractor Claims and setoffs or counterclaims attributable to any or all of the Subcontractors will be discussed and to permit each affected Subcontractor to attend and participate in such meetings.

(f) In the event that Owner wishes to settle separately one or more of the Subcontractor Claims with one or more of the Subcontractors, it is agreed that each affected Subcontractor, in its sole discretion, shall have the right to proceed with such settlement regardless of whether Contractor has settled any of its claims, provided that any such dismissal or settlement includes the settlement of any setoffs or counterclaims attributable to Subcontractor. It is further agreed that, regardless of the stage of the claims resolution procedure, whether

negotiation, arbitration or litigation, the Contractor will undertake no action or agreement that in any manner will compromise or settle some aspect of any of the Subcontractor Claims without the prior written approval of each affected Subcontractor.

(g) Contractor further agrees that it will not fully settle and dismiss its claims or withdraw from any arbitration, litigation, or other proceeding so long as its presence is reasonably required for procedural reasons: (1) for assertion of claims by the Subcontractor or the defense of any counterclaims or claims of setoff; or, (2) under any other circumstances that might reasonably be considered prejudicial to the legal right of any of the remaining Subcontractors to present, prosecute or defend any of the Subcontractor Claims or Owner counterclaims still unresolved.

(h) Contractor agrees to provide Subcontractors with copies of all pleadings filed in any Litigation or Arbitration and to advise Subcontractors of all prehearing, hearing or trial dates and to allow Subcontractors' participation in same. Contractor further agrees that it and its counsel will consult with Subcontractors and reasonably consider the input of Subcontractors and its counsel in any decisions relating to the strategy of the prosecution of the Owner-Related Claims and Subcontractor Claims, but only as it relates to the Subcontractors. Contractor agrees that Subcontractors will be permitted to participate in any discovery conducted in any Litigation or Arbitration and to attend all depositions or other proceedings in the case, subject to procedural rules applicable to the matter and/or rulings by the party adjudicating the matter.

(i) Contractor further agrees that in the event it does elect to pursue any of the Subcontractor Claims against Owner, the Subcontractor Claims will be separately set forth in any Litigation or Arbitration and that the arbitrators, court or jury shall be requested to allocate a distinct award and monetary amount in favor of such Subcontractor Claims, and/or to allocate a distinct award and monetary amount found against Subcontractor and any such Subcontractor Claims by way of any offsets or counterclaims with regard thereto. In the event such Subcontractors Claims are decided by a jury, Contractor agrees to utilize jury interrogatories in order to determine the judgment upon such Subcontractors Claims.

(j) In the event that Contractor does elect to pursue any of the Subcontractor Claims against Owner and, in the event the award or judgment makes a specific award in favor of the Subcontractor Claims, Contractor shall pay Subcontractor the amount so awarded within ten (10) days of receipt of payment unless there is an appeal by either party. Upon completion of the appeal, Contractor shall pay Subcontractor the amount so awarded within 10 days of receipt of payment from Owner. In the event that Contractor does elect to pursue any of the Subcontractor Claims against Owner, and in the event the award or judgment makes a specific award against the Subcontractor Claims, Subcontractor shall pay Contractor the amount so awarded within ten (10) days of the award unless there is an appeal by a party. Upon completion of the appeal, Subcontractor shall pay Contractor the amount so awarded within 10 days of the completion of the appeal.

(k) In the event that Contractor does elect to pursue any of the Subcontractor Claims against Owner, and the award of judgment is upon the overall Owner-Related Claims and does not apportion the amounts found to be due or owed (by offsets or counterclaims) upon the respective claims, the amount recovered shall be shared on a basis proportionate to the respective

amounts of the Owner-Related Claims by the parties and any related or offsetting counterclaims. In the event all affected parties are unable to agree upon such apportionment, the dispute shall be decided, on briefing only, by the arbitrator or judge who adjudicated the matter.

(l) Each Subcontractor shall assist Contractor in the defense of any claim, third party claim, cross-claim or counterclaim brought by Owner against Contractor related to or arising out of the Subcontractor Claims.

3. **Subcontractor Warranties.** Subcontractors each warrant and represent that their respective claims comprising the Subcontractor Claims, and each of them, are factually and legally supportable. Contractor has relied and will rely solely on this warranty from each and all of the Subcontractors and may, at its sole election, request that any one or more of the Subcontractors provide a reasonable certification in a form furnished by Contractor which the requested Subcontractor shall execute and deliver as a condition to any further presentation of claims for that Subcontractor, and that sets forth such Subcontractor's attestation to the factual and legal sufficiency of such claims. If at any time Contractor reasonably believes that the Subcontractor Claims, or any of them, violates any applicable laws, regulations, or contractual provisions, and after consultation with the affected Subcontractor, Contractor shall have no further obligation to submit or continue to permit the presentation through the Contractor of any of the Subcontractor Claims of such Subcontractor, or the offending claim.

4. **Common Interests.** In connection with the Owner-related Claims and any subsequent or related matter, the Parties and their respective counsel have concluded that there is a mutuality of interest as to the Owner-related Claims. Further, the Parties and their respective counsel may pursue separate but common interests and avoid any claim or suggestion of waiver of the rights or obligations provided herein. The Parties and their counsel therefore acknowledge and agree that their interests will be best served if they and their counsel can exchange information subject to the continued protection of the attorney/client privilege, the work product privilege, the joint defense doctrine, the common interest doctrine, and other privileges or immunities that may apply under relevant law.

5. **Sharing of Common Interest Materials.** The Parties and their respective counsel agree to cooperate with one another reasonably in the legal analysis of the Parties' common interests relative to the Owner-related Claims, as permitted by law pursuant to the joint defense or common interest doctrine. While each Party retains the right to determine which information in its possession it shall disclose to the other Party, the Parties and their respective counsel contemplate that, to further their common interests and in order that the Parties may exchange privileged information, any and all of the following, whether disclosed orally or in documents, shall be covered by this Agreement: (a) factual analyses; (b) mental impressions; (c) legal memoranda; (d) witness interviews and statements; (e) summaries; (f) transcripts; (g) reports and expert opinions; and (h) any other information which would otherwise be protected from disclosure to third parties under any theories ("Common Interest Materials"). This list is not intended to be all inclusive and additional items of mutual interest may be generated. The Parties would not disclose such common interest materials to one another but for their mutual and common interests, and that the materials would continue to be protected as described hereinabove in Paragraph 4.

6. **Preservation of Privileges.** The Parties and their respective counsel agree that the disclosure of the Common Interest Materials is not intended to waive any applicable privilege or protection. Further, the Parties and their counsel agree that the Common Interest Materials will be protected from disclosure by the attorney/client privilege, the work product privilege, the joint defense doctrine, the common interest doctrine, and other privileges or immunities that may apply under relevant law.

7. **No Disclosure to Third Parties.** No information obtained as a result of this Agreement by a Party or its counsel shall be disclosed to any third party (except representatives (as defined below) of the Party, the Party's attorneys and other attorneys within the same law firm as the Party's counsel, and the Party's litigation or claims consultants and/or experts) without the express consent of the Party who first made the information available under this Agreement. Each Party agrees that Common Interest Materials received pursuant to this Agreement shall not be provided to any person not involved in making decisions regarding the matter or regarding any subsequent or related proceeding.

8. **Limited Use of Common Interest Materials.** The Common Interest Materials and information derived therefrom shall be used by the recipient Party solely for purposes of evaluating and assisting in the legal analysis of the Owner-related Claims, or any of them, or of any subsequent or related matter arising out of the same set of facts. Nothing in this Agreement restricts in anyway the use by a Party of information or statements obtained other than in a manner pursuant to this Agreement. Any documents shared by any counsel or any Party in connection with the common interest effort shall be returned upon request to the counsel providing them and no copy shall be retained.

9. **Notice of Discovery Demands.** In the event a Party receives a request, including a subpoena, for the production of documents, which may include Common Interest Materials that the Party received pursuant to this Agreement, the recipient Party shall promptly notify the Party who provided the Common Interest Material called for by the request and shall give such Party copies of any writings or documents, including subpoenas, summons and the like, which relate to the attempt by the third party to obtain the information. Each Party to this Agreement shall use reasonable efforts to strongly defend any challenge to the assertion of the attorney/client privilege, the work product privilege, the joint defense doctrine, the common interest doctrine, and other privileges that exist or may exist as a result of this Agreement or the Parties' respective individual privileges.

10. **No Waivers.** This Agreement shall not create any agency or similar relationship among the Parties. No Party shall have authority to waive any applicable privilege, obligation or doctrine on behalf of any other Party; nor shall any waiver of an applicable privilege, obligation or doctrine by the conduct of any Party be construed to apply to any other Party. No Party will enter into a settlement with a third party that would require or result in the disclosure of Common Interest Material provided by any other Party.

11. **Separate Representation.** Nothing in this Agreement shall be construed to affect the separate and independent representation of each Party by its respective counsel.

12. **Agreement Not to Use Exchanged Information.**

(a) The Parties agree that they shall not use any privileged information exchanged or obtained pursuant to this Agreement in any proceeding brought by one party against the other or wherein the respective interests of the parties are different from, inconsistent with, or adverse to one another.

(b) The Parties understand and acknowledge that any privileged information obtained or exchanged by the parties is not admissible in any proceeding brought by one party against the other or wherein the respective interests of the parties are different from, inconsistent with, or adverse to one another.

13. **Potential Conflict Waived.**

(a) No party to this Agreement shall claim or assert or support a contention that counsel for any party has a conflict of interest or should be disqualified from their representation of their respective clients in any claim, litigation, arbitration or dispute that exists or comes to exist relating to or arising out of any matter related to this Agreement. This provision specifically applies to any Party that withdraws from this Agreement.

(b) If a party withdraws from this Agreement, then that party shall not object to the continued representation of the remaining party by their respective counsel.

(c) Neither Party may use anything contained in this Agreement as a basis for seeking to disqualify any attorney from representing their client in the Project or any related proceedings.

(d) The Parties understand and acknowledge that either party may examine or cross-examine any representative from the other party who testifies in any proceeding arising out of the Project.

14. **Withdrawal.** Any Party to this Agreement may withdraw upon written notice to the other Parties, and this Agreement shall prospectively no longer apply to the withdrawing party; however, this Agreement shall continue to protect all Common Interest Materials disclosed by or to the withdrawing Party prior to that Party's withdrawal. Each Party to this Agreement has an affirmative duty to withdraw when, in good faith, it determines that it no longer has a commonality of interests, and to give prompt written notice of such withdrawal to the other Parties and their counsel. The withdrawing Party shall continue to be bound by this Agreement with regard to any continuing obligations described herein, to include the conflict of counsel waivers and any Common Interest Materials provided, disclosed, received, learned or obtained from the Party prior to withdrawal.

15. **Possible Conflicts.** Each counsel has fully advised his/her client that the client is represented only by its own attorneys in this matter; that while the attorneys representing the other Parties have a duty to preserve the confidence as disclosed pursuant to this Agreement,

they owe a duty of loyalty only to their own client and do not and will not have any attorney-client relationship with any other Party.

16. **Additional Parties.** Subcontractor understands, anticipates and agrees that Contractor may add additional individuals or entities to this Agreement and/or enter into a separate Agreement(s) in substantial conformity with this Agreement at a future time, and/or may have entered into such agreement already. All parties to all such agreements shall be advised immediately of all such other Parties.

17. **Successor Counsel.** This Agreement shall remain in effect and be binding upon successor counsel in accordance with its terms and may be terminated by successor counsel only in accordance with its terms.

18. **Enforcement.** The Parties agree that injunctive relief is the appropriate means to enforce this Agreement and stipulate that a violation of the Agreement would constitute irreparable harm.

19. **Effective Date.** This Agreement may be executed in counterparts, each of which shall constitute an integrated and enforceable whole.

20. **Choice of Law.** This Agreement shall be governed by the laws of the State of South Carolina without consideration of South Carolina's choice of law rules. Furthermore, the sole and exclusive location or venue of any mediation, arbitration and/or lawsuit between the parties to this Agreement shall be brought in the State Courts in Charleston, South Carolina before a Master in Equity or as otherwise provided by the Owner Agreement. Both Parties waive any right to a trial by jury.

21. **Modifications.** This Agreement cannot be modified except in writing signed by all Parties.

22. **Tolling Agreement**

22.1 Contractor and Subcontractors agree that with respect to any and all rights, duties, claims, and defenses, or potential rights, duties, claims and defenses arising from or in any way connected with the Subcontracts, Subcontractor Claims, Owner-related claims, and/or the Project (the "Claims"), all applicable statutes of limitation or repose, laches, contractual notice periods, or other time-related defenses (collectively, the "Timing Defenses") shall be tolled during the time period between the Effective Date of this Agreement and 11:59 p.m. local time in Charlotte, North Carolina on the earlier of the following dates (the "Tolling Termination Date"): (a) as to any withdrawing Party, one hundred eighty (180) calendar days after that Party gives written notice to the other Parties in accordance herewith that it is terminating the Tolling Period as to it, or (b) one hundred eighty (180) calendar days after Contractor's written notice to the signatories below via email and U.S. Mail as to resolution of the Lawsuit and/or Arbitration of Owner-related claims, whether by settlement, judgment, dismissal, or otherwise (the "Tolling Period"). The Tolling Period shall not be included as part of the time limiting the

commencement of an action or assertion of any Claims; and no Party shall plead, assert, or otherwise rely upon the Tolling Period in pleading or asserting any of the Timing Defenses to any Claims.

21.2 The Parties may extend the Tolling Period one or more times by written agreement(s) which is signed by the Parties and refers to this Tolling Agreement.

21.3 Except as expressly set forth herein, nothing in this Tolling Agreement shall be construed as a limitation upon or waiver of any potential Claims or defenses that any Party may have against any other entity or Party. Except as expressly set forth herein, the Parties expressly reserve any and all potential Claims and defenses that they had or may have had on the Effective Date.

21.4 This Tolling Agreement is not intended, and shall not be deemed, to revive any Claims that were barred by any of the Timing Defenses by virtue of the passage of time prior to the Effective Date of this Tolling Agreement, nor shall this Tolling Agreement preclude any Party from asserting any of the Timing Defenses on the basis of any period of time that lapses subsequent to the Tolling Termination Date provided such period of time does not include the Tolling Period.

23. **General Provisions.**

(a) This Agreement is not made or intended for the benefit of any third person or entity and shall not create or give to any third person or entity any right, claim, benefit, defense or cause of action against Contractor and/or Subcontractors.

(b) This Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Parties hereto, and each of them.

(c) This Agreement contains the entire agreement among the Parties hereto regarding the subjects discussed herein. No addition or modification of this Agreement shall be effective unless set forth in writing and signed by the Parties hereto.

(d) The terms and conditions of this Agreement are and shall remain strictly confidential. The Parties hereto shall not divulge such terms and conditions to any third party, unless such disclosure is required by law or reasonably necessary for the evaluation of Claims or representation of the disclosing Party in any dispute resolution proceeding relating to the Project or the Claims.

(e) This Agreement shall be deemed to have been jointly prepared by the Parties hereto. If any ambiguity or uncertainty is found to exist in the Agreement, said ambiguity or uncertainty shall not be construed against either party hereto, but shall be resolved according to the rules of interpretation of contracts.

(f) Except as expressly stated herein, nothing in the Agreement will be deemed a waiver of any of the Parties' respective rights and obligations under the Subcontract.

JOINDER TO THE JOINT PROSECUTION, DEFENSE AND TOLLING AGREEMENT**RECITALS**

- A. **WHEREAS**, Balfour Beatty Construction, LLC; Bernhard MCC, LLC, Precision Walls, Inc., Watson Electrical Construction Co., LLC, and Lithko Contracting, LLC entered into a Joint Prosecution, Defense and Tolling Agreement ("the Agreement"); and,
- B. **WHEREAS**, Paragraph 16 of the Agreement grants Balfour Beatty Construction, LLC authority to add additional individuals or entities to the Agreement; and,
- C. **WHEREAS**, Premier Exteriors, LLC and Gulf Stream Construction Company, Inc. consent to be added as parties to the Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED as follow:

1. **JOINDER.** Pursuant to, and in accordance with, Paragraph 16 of the Agreement, Premier Exteriors, LLC and Gulf Stream Construction Company, Inc. hereby acknowledge that they have received and reviewed a complete copy of the Agreement, attached hereto as Exhibit A, and agree that upon execution of this Joinder Amendment, they shall each become a "Party" to the Agreement and shall, with the others together, be "Parties" thereto fully bound by, and subject to, all of the covenants, terms and conditions of the Agreement, and shall enjoy any rights conferred therein, as though an original party thereto.

Balfour Beatty Construction, LLC

By: _____

Its: _____

Date: _____

Premier Exteriors, LLC

By:  _____

Its: Attorney _____

Date: 9/25/19 _____

Gulf Stream Construction Company, Inc.

By: _____

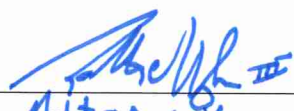
Its: _____

Date: _____

NOTICE OF WITHDRAWAL

Pursuant to Paragraph 14 of that certain Joint Prosecution, Defense and Tolling Agreement which Premier Exteriors, LLC ("Premier") joined on September 25, 2019 ("Joint Defense Agreement"), Premier hereby withdraws from the Joint Defense Agreement to the extent said agreement was enforceable. Notice is hereby provided to all remaining parties to the Joint Defense Agreement of Premier Exteriors, LLC's withdrawal.

PREMIER EXTERIORS, LLC

By: 
Its: Attorney
Date: 8/17/21

JOINT PROSECUTION, DEFENSE AND TOLLING AGREEMENT

This Joint Prosecution, Defense and Tolling Agreement (the "Agreement") is effective upon execution by each Party (the "Effective Date") and is between Balfour Beatty Construction, LLC, a Delaware limited liability company ("Contractor") and Bernhard MCC, LLC, David Allen Company, Inc., Lithko Contracting, LLC, Old North State Masonry, LLC, Watson Electrical Construction Co., LLC, and Precision Walls, Inc. ("Subcontractors") (each a "Party" and collectively, the "Parties") and their respective counsel ("Counsel").

RECITALS

A. **WHEREAS**, Library Associates, LLC (the "Owner") and Contractor, entered into a contract dated September 22, 2014 (the "Prime Contract"), for the construction of the project commonly known as the "Hotel at Marion Square" located at 404 King Street, Charleston, South Carolina, 29403 (the "Project"); and,

B. **WHEREAS**, Contractor and each of the Subcontractors entered into respective subcontracts for the construction of various portions of the Work on the Project; and,

C. **WHEREAS**, as a result of certain acts, omissions, deficiencies, decisions, interpretations, directives and/or instructions of the Owner, its agents and/or representatives, both Contractor and Subcontractors, among others, incurred extra costs and expenses on the Project; and,

D. **WHEREAS**, Contractor has certain claims with the Owner on the Project arising from extra costs it incurred concerning its work under the Prime Contract; and,

E. **WHEREAS**, each of the Subcontractors have certain claims that may be related to acts or omissions attributable to the Owner on the Project resulting in extra costs they each incurred concerning its work under their respective Subcontract; and,

F. **WHEREAS**, Contractor contends that any such claims of the Subcontractors, and each of them, should be attributable to the acts, omissions, deficiencies, decisions, interpretations, directives and/or instructions of the Owner, its agents and/or representatives or others, not the Contractor; and,

G. **WHEREAS**, Subcontractors have certain claims that may be related to acts or omissions attributable to the Contractor on the Project resulting in extra costs each such Subcontractor incurred concerning their respective work under their Subcontract; and,

H. **WHEREAS**, Contractor may have certain claims related to acts or omissions attributable to one or more of the Subcontractors or other subcontractors on the Project resulting in extra costs Contractor or others incurred concerning their respective work under the Prime Contract or other contracts related to the Project; and,

I. **WHEREAS**, Subcontractor's claims, whether against to Owner or Contractor, are collectively referred to as the "Subcontractor Claims"; and

J. **WHEREAS**, certain claims that the Contractor has against the Owner arise out of the same facts and circumstances surrounding the Project that underlie the Subcontractor Claims, including, but not limited to: an incomplete design; errors and omissions in the Owner's design; changes to the Project for which the Owner has failed to pay; and, the Owner's failure to administer the Prime Contract for the Project in accordance with the terms and conditions of the Prime Contract (collectively, the "Owner-related Affirmative Claims"); and,

K. **WHEREAS**, Contractor and Subcontractors are actively pursuing both the assertion of the Owner-related Affirmative Claims against the Owner as well as a defense of any claims and/or contentions asserted by the Owner arising out of actions or inactions that may be attributable to Contractor and Subcontractors, or any of them, jointly (collectively, the "Owner-related Defensive Claims") (collectively, the Owner-related Affirmative Claims and the Owner-related Defensive Claims shall hereinafter be referred to as "the Owner-related Claims"); and,

L. **WHEREAS**, Contractor and Subcontractors desire to work together and to cooperate in the prosecution and defense of the Owner-related Claims,

M. **WHEREAS**, the Parties believe that there exists between them a mutuality of interests in a common prosecution and defense of the separate interests of Contractor and Subcontractors arising out of the Project as to the Owner-related Claims; and,

N. **WHEREAS**, Contractor and Subcontractors desire to cooperate with one another through their respective employees, agents, representatives, insurers, consultants and counsel without waiving applicable privileges and confidentiality vis-a-vis potentially adverse parties, for the purpose of protecting and pursuing their common but separate interests in the prosecution and/or defense of the Owner-related Claims; and,

O. **WHEREAS**, through this Agreement, Contractor and Subcontractors desire to memorialize their understandings concerning the common defense and/or prosecution of the Owner-related Claims, and to establish a procedure whereby the prosecution and defense of the Owner-related Claims can be effectuated as between the Parties.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein, as though set forth in full.

2. **Prosecution of the Subcontractor Claims.**

(a) Subcontractors agree that the Contractor may, at Contractor's sole and complete discretion, pursue the Subcontractor Claims against Owner through Contractor and in Contractor's name, as and if appropriate. Subcontractors shall make available its experts and consultants, its current employees, and consultants, if any, to assist in the preparation of and to prepare and present the Owner-related Claims, to the extent reasonably required or requested at their own expense. This shall include, without limitation, responding to requests for disclosure, discovery and depositions by other parties in prosecution of the Owner-related Claims and the coordination and scheduling thereof. Additionally, Subcontractors shall each take all reasonable

measures to secure the voluntary cooperation and assistance of witnesses who are current or former employees or officers for attendance at settlement conferences, depositions, trials and other events related to the prosecution of the Owner-related Claims. The Parties shall refrain from any action or preparation of any document to which the other Party could be bound without the prior written authority and approval of counsel for the appropriate Party, which approval will not be unreasonably withheld. If Contractor elects to pursue any of the Subcontractor Claims, Contractor will do so as expeditiously as reasonably possible. If Contractor elects not to pursue any of the Subcontractor Claims, Contractor will notify Subcontractor in writing within thirty (30) days of the execution of this Agreement.

(b) If Contractor elects not to pursue any of the Subcontractor Claims as provided in Paragraph 2(a), Contractor agrees that the affected Subcontractor may pursue any such Subcontractor Claims against Owner through Contractor and in Contractor's name, if appropriate. Subcontractor agrees that Contractor shall have no obligation to prepare, research or provide support for the Subcontractor Claims, beyond permitting the Subcontractor to present its claims through Contractor in any dispute resolution process required by the Prime Contract, to which the Subcontractor agrees to be bound and to waive any right to contest. All Parties shall refrain from any action or preparation of any document to which any other Party could be bound without the prior written authority and approval of counsel for the appropriate Party, which approval will not be unreasonably withheld.

(c) Subject to Paragraphs 2(a) and (b) above, the Parties will mutually cooperate with one another in presenting their respective claims to the Owner and/or making their respective defenses against assertions made by the Owner, in whatever dispute resolution process is utilized to resolve claims on the Project including, without limitation, making available documents, witnesses and information pertinent to Owner-related Claims.

(d) Contractor and Subcontractors agree to promptly meet, negotiate and resolve all claims between Contractor and Subcontractors ("Contractor-Subcontractor Claims") if at all possible. Until resolution of Owner-related Claims, Subcontractors agree that it will assert no claim against Contractor except as necessary to perfect lien rights, and Contractor agrees that it shall assert no claim against any of the Subcontractors. Subsequently, Subcontractors and the Contractor, respectively, have the right to assert claims against one another for any amounts not recovered from the Owner or others.

(e) Contractor specifically agrees to advise Subcontractors of all meetings with Owner at which the Subcontractor Claims and setoffs or counterclaims attributable to any or all of the Subcontractors will be discussed and to permit each affected Subcontractor to attend and participate in such meetings.

(f) In the event that Owner wishes to settle separately one or more of the Subcontractor Claims with one or more of the Subcontractors, it is agreed that each affected Subcontractor, in its sole discretion, shall have the right to proceed with such settlement regardless of whether Contractor has settled any of its claims, provided that any such dismissal or settlement includes the settlement of any setoffs or counterclaims attributable to Subcontractor. It is further agreed that, regardless of the stage of the claims resolution procedure, whether

negotiation, arbitration or litigation, the Contractor will undertake no action or agreement that in any manner will compromise or settle some aspect of any of the Subcontractor Claims without the prior written approval of each affected Subcontractor.

(g) Contractor further agrees that it will not fully settle and dismiss its claims or withdraw from any arbitration, litigation, or other proceeding so long as its presence is reasonably required for procedural reasons: (1) for assertion of claims by the Subcontractor or the defense of any counterclaims or claims of setoff; or, (2) under any other circumstances that might reasonably be considered prejudicial to the legal right of any of the remaining Subcontractors to present, prosecute or defend any of the Subcontractor Claims or Owner counterclaims still unresolved.

(h) Contractor agrees to provide Subcontractors with copies of all pleadings filed in any Litigation or Arbitration and to advise Subcontractors of all prehearing, hearing or trial dates and to allow Subcontractors' participation in same. Contractor further agrees that it and its counsel will consult with Subcontractors and reasonably consider the input of Subcontractors and its counsel in any decisions relating to the strategy of the prosecution of the Owner-Related Claims and Subcontractor Claims, but only as it relates to the Subcontractors. Contractor agrees that Subcontractors will be permitted to participate in any discovery conducted in any Litigation or Arbitration and to attend all depositions or other proceedings in the case, subject to procedural rules applicable to the matter and/or rulings by the party adjudicating the matter.

(i) Contractor further agrees that in the event it does elect to pursue any of the Subcontractor Claims against Owner, the Subcontractor Claims will be separately set forth in any Litigation or Arbitration and that the arbitrators, court or jury shall be requested to allocate a distinct award and monetary amount in favor of such Subcontractor Claims, and/or to allocate a distinct award and monetary amount found against Subcontractor and any such Subcontractor Claims by way of any offsets or counterclaims with regard thereto. In the event such Subcontractors Claims are decided by a jury, Contractor agrees to utilize jury interrogatories in order to determine the judgment upon such Subcontractors Claims.

(j) In the event that Contractor does elect to pursue any of the Subcontractor Claims against Owner and, in the event the award or judgment makes a specific award in favor of the Subcontractor Claims, Contractor shall pay Subcontractor the amount so awarded within ten (10) days of receipt of payment unless there is an appeal by either party. Upon completion of the appeal, Contractor shall pay Subcontractor the amount so awarded within 10 days of receipt of payment from Owner. In the event that Contractor does elect to pursue any of the Subcontractor Claims against Owner, and in the event the award or judgment makes a specific award against the Subcontractor Claims, Subcontractor shall pay Contractor the amount so awarded within ten (10) days of the award unless there is an appeal by a party. Upon completion of the appeal, Subcontractor shall pay Contractor the amount so awarded within 10 days of the completion of the appeal.

(k) In the event that Contractor does elect to pursue any of the Subcontractor Claims against Owner, and the award of judgment is upon the overall Owner-Related Claims and does not apportion the amounts found to be due or owed (by offsets or counterclaims) upon the respective claims, the amount recovered shall be shared on a basis proportionate to the respective

amounts of the Owner-Related Claims by the parties and any related or offsetting counterclaims. In the event all affected parties are unable to agree upon such apportionment, the dispute shall be decided, on briefing only, by the arbitrator or judge who adjudicated the matter.

(l) Each Subcontractor shall assist Contractor in the defense of any claim, third party claim, cross-claim or counterclaim brought by Owner against Contractor related to or arising out of the Subcontractor Claims.

3. **Subcontractor Warranties.** Subcontractors each warrant and represent that their respective claims comprising the Subcontractor Claims, and each of them, are factually and legally supportable. Contractor has relied and will rely solely on this warranty from each and all of the Subcontractors and may, at its sole election, request that any one or more of the Subcontractors provide a reasonable certification in a form furnished by Contractor which the requested Subcontractor shall execute and deliver as a condition to any further presentation of claims for that Subcontractor, and that sets forth such Subcontractor's attestation to the factual and legal sufficiency of such claims. If at any time Contractor reasonably believes that the Subcontractor Claims, or any of them, violates any applicable laws, regulations, or contractual provisions, and after consultation with the affected Subcontractor, Contractor shall have no further obligation to submit or continue to permit the presentation through the Contractor of any of the Subcontractor Claims of such Subcontractor, or the offending claim.

4. **Common Interests.** In connection with the Owner-related Claims and any subsequent or related matter, the Parties and their respective counsel have concluded that there is a mutuality of interest as to the Owner-related Claims. Further, the Parties and their respective counsel may pursue separate but common interests and avoid any claim or suggestion of waiver of the rights or obligations provided herein. The Parties and their counsel therefore acknowledge and agree that their interests will be best served if they and their counsel can exchange information subject to the continued protection of the attorney/client privilege, the work product privilege, the joint defense doctrine, the common interest doctrine, and other privileges or immunities that may apply under relevant law.

5. **Sharing of Common Interest Materials.** The Parties and their respective counsel agree to cooperate with one another reasonably in the legal analysis of the Parties' common interests relative to the Owner-related Claims, as permitted by law pursuant to the joint defense or common interest doctrine. While each Party retains the right to determine which information in its possession it shall disclose to the other Party, the Parties and their respective counsel contemplate that, to further their common interests and in order that the Parties may exchange privileged information, any and all of the following, whether disclosed orally or in documents, shall be covered by this Agreement: (a) factual analyses; (b) mental impressions; (c) legal memoranda; (d) witness interviews and statements; (e) summaries; (f) transcripts; (g) reports and expert opinions; and (h) any other information which would otherwise be protected from disclosure to third parties under any theories ("Common Interest Materials"). This list is not intended to be all inclusive and additional items of mutual interest may be generated. The Parties would not disclose such common interest materials to one another but for their mutual and common interests, and that the materials would continue to be protected as described hereinabove in Paragraph 4.

6. **Preservation of Privileges.** The Parties and their respective counsel agree that the disclosure of the Common Interest Materials is not intended to waive any applicable privilege or protection. Further, the Parties and their counsel agree that the Common Interest Materials will be protected from disclosure by the attorney/client privilege, the work product privilege, the joint defense doctrine, the common interest doctrine, and other privileges or immunities that may apply under relevant law.

7. **No Disclosure to Third Parties.** No information obtained as a result of this Agreement by a Party or its counsel shall be disclosed to any third party (except representatives (as defined below) of the Party, the Party's attorneys and other attorneys within the same law firm as the Party's counsel, and the Party's litigation or claims consultants and/or experts) without the express consent of the Party who first made the information available under this Agreement. Each Party agrees that Common Interest Materials received pursuant to this Agreement shall not be provided to any person not involved in making decisions regarding the matter or regarding any subsequent or related proceeding.

8. **Limited Use of Common Interest Materials.** The Common Interest Materials and information derived therefrom shall be used by the recipient Party solely for purposes of evaluating and assisting in the legal analysis of the Owner-related Claims, or any of them, or of any subsequent or related matter arising out of the same set of facts. Nothing in this Agreement restricts in anyway the use by a Party of information or statements obtained other than in a manner pursuant to this Agreement. Any documents shared by any counsel or any Party in connection with the common interest effort shall be returned upon request to the counsel providing them and no copy shall be retained.

9. **Notice of Discovery Demands.** In the event a Party receives a request, including a subpoena, for the production of documents, which may include Common Interest Materials that the Party received pursuant to this Agreement, the recipient Party shall promptly notify the Party who provided the Common Interest Material called for by the request and shall give such Party copies of any writings or documents, including subpoenas, summons and the like, which relate to the attempt by the third party to obtain the information. Each Party to this Agreement shall use reasonable efforts to strongly defend any challenge to the assertion of the attorney/client privilege, the work product privilege, the joint defense doctrine, the common interest doctrine, and other privileges that exist or may exist as a result of this Agreement or the Parties' respective individual privileges.

10. **No Waivers.** This Agreement shall not create any agency or similar relationship among the Parties. No Party shall have authority to waive any applicable privilege, obligation or doctrine on behalf of any other Party; nor shall any waiver of an applicable privilege, obligation or doctrine by the conduct of any Party be construed to apply to any other Party. No Party will enter into a settlement with a third party that would require or result in the disclosure of Common Interest Material provided by any other Party.

11. **Separate Representation.** Nothing in this Agreement shall be construed to affect the separate and independent representation of each Party by its respective counsel.

12. **Agreement Not to Use Exchanged Information.**

(a) The Parties agree that they shall not use any privileged information exchanged or obtained pursuant to this Agreement in any proceeding brought by one party against the other or wherein the respective interests of the parties are different from, inconsistent with, or adverse to one another.

(b) The Parties understand and acknowledge that any privileged information obtained or exchanged by the parties is not admissible in any proceeding brought by one party against the other or wherein the respective interests of the parties are different from, inconsistent with, or adverse to one another.

13. **Potential Conflict Waived.**

(a) No party to this Agreement shall claim or assert or support a contention that counsel for any party has a conflict of interest or should be disqualified from their representation of their respective clients in any claim, litigation, arbitration or dispute that exists or comes to exist relating to or arising out of any matter related to this Agreement. This provision specifically applies to any Party that withdraws from this Agreement.

(b) If a party withdraws from this Agreement, then that party shall not object to the continued representation of the remaining party by their respective counsel.

(c) Neither Party may use anything contained in this Agreement as a basis for seeking to disqualify any attorney from representing their client in the Project or any related proceedings.

(d) The Parties understand and acknowledge that either party may examine or cross-examine any representative from the other party who testifies in any proceeding arising out of the Project.

14. **Withdrawal.** Any Party to this Agreement may withdraw upon written notice to the other Parties, and this Agreement shall prospectively no longer apply to the withdrawing party; however, this Agreement shall continue to protect all Common Interest Materials disclosed by or to the withdrawing Party prior to that Party's withdrawal. Each Party to this Agreement has an affirmative duty to withdraw when, in good faith, it determines that it no longer has a commonality of interests, and to give prompt written notice of such withdrawal to the other Parties and their counsel. The withdrawing Party shall continue to be bound by this Agreement with regard to any continuing obligations described herein, to include the conflict of counsel waivers and any Common Interest Materials provided, disclosed, received, learned or obtained from the Party prior to withdrawal.

15. **Possible Conflicts.** Each counsel has fully advised his/her client that the client is represented only by its own attorneys in this matter; that while the attorneys representing the other Parties have a duty to preserve the confidence as disclosed pursuant to this Agreement,

they owe a duty of loyalty only to their own client and do not and will not have any attorney-client relationship with any other Party.

16. **Additional Parties.** Subcontractor understands, anticipates and agrees that Contractor may add additional individuals or entities to this Agreement and/or enter into a separate Agreement(s) in substantial conformity with this Agreement at a future time, and/or may have entered into such agreement already. All parties to all such agreements shall be advised immediately of all such other Parties.

17. **Successor Counsel.** This Agreement shall remain in effect and be binding upon successor counsel in accordance with its terms and may be terminated by successor counsel only in accordance with its terms.

18. **Enforcement.** The Parties agree that injunctive relief is the appropriate means to enforce this Agreement and stipulate that a violation of the Agreement would constitute irreparable harm.

19. **Effective Date.** This Agreement may be executed in counterparts, each of which shall constitute an integrated and enforceable whole.

20. **Choice of Law.** This Agreement shall be governed by the laws of the State of South Carolina without consideration of South Carolina's choice of law rules. Furthermore, the sole and exclusive location or venue of any mediation, arbitration and/or lawsuit between the parties to this Agreement shall be brought in the State Courts in Charleston, South Carolina before a Master in Equity or as otherwise provided by the Owner Agreement. Both Parties waive any right to a trial by jury.

21. **Modifications.** This Agreement cannot be modified except in writing signed by all Parties.

22. **Tolling Agreement**

22.1 Contractor and Subcontractors agree that with respect to any and all rights, duties, claims, and defenses, or potential rights, duties, claims and defenses arising from or in any way connected with the Subcontracts, Subcontractor Claims, Owner-related claims, and/or the Project (the "Claims"), all applicable statutes of limitation or repose, laches, contractual notice periods, or other time-related defenses (collectively, the "Timing Defenses") shall be tolled during the time period between the Effective Date of this Agreement and 11:59 p.m. local time in Charlotte, North Carolina on the earlier of the following dates (the "Tolling Termination Date"): (a) as to any withdrawing Party, one hundred eighty (180) calendar days after that Party gives written notice to the other Parties in accordance herewith that it is terminating the Tolling Period as to it, or (b) one hundred eighty (180) calendar days after Contractor's written notice to the signatories below via email and U.S. Mail as to resolution of the Lawsuit and/or Arbitration of Owner-related claims, whether by settlement, judgment, dismissal, or otherwise (the "Tolling Period"). The Tolling Period shall not be included as part of the time limiting the

commencement of an action or assertion of any Claims; and no Party shall plead, assert, or otherwise rely upon the Tolling Period in pleading or asserting any of the Timing Defenses to any Claims.

21.2 The Parties may extend the Tolling Period one or more times by written agreement(s) which is signed by the Parties and refers to this Tolling Agreement.

21.3 Except as expressly set forth herein, nothing in this Tolling Agreement shall be construed as a limitation upon or waiver of any potential Claims or defenses that any Party may have against any other entity or Party. Except as expressly set forth herein, the Parties expressly reserve any and all potential Claims and defenses that they had or may have had on the Effective Date.

21.4 This Tolling Agreement is not intended, and shall not be deemed, to revive any Claims that were barred by any of the Timing Defenses by virtue of the passage of time prior to the Effective Date of this Tolling Agreement, nor shall this Tolling Agreement preclude any Party from asserting any of the Timing Defenses on the basis of any period of time that lapses subsequent to the Tolling Termination Date provided such period of time does not include the Tolling Period.

23. **General Provisions.**

(a) This Agreement is not made or intended for the benefit of any third person or entity and shall not create or give to any third person or entity any right, claim, benefit, defense or cause of action against Contractor and/or Subcontractors.

(b) This Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Parties hereto, and each of them.

(c) This Agreement contains the entire agreement among the Parties hereto regarding the subjects discussed herein. No addition or modification of this Agreement shall be effective unless set forth in writing and signed by the Parties hereto.

(d) The terms and conditions of this Agreement are and shall remain strictly confidential. The Parties hereto shall not divulge such terms and conditions to any third party, unless such disclosure is required by law or reasonably necessary for the evaluation of Claims or representation of the disclosing Party in any dispute resolution proceeding relating to the Project or the Claims.

(e) This Agreement shall be deemed to have been jointly prepared by the Parties hereto. If any ambiguity or uncertainty is found to exist in the Agreement, said ambiguity or uncertainty shall not be construed against either party hereto, but shall be resolved according to the rules of interpretation of contracts.

(f) Except as expressly stated herein, nothing in the Agreement will be deemed a waiver of any of the Parties' respective rights and obligations under the Subcontract.

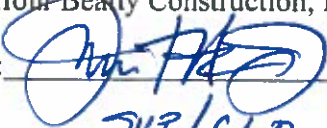
JOINDER TO THE JOINT PROSECUTION, DEFENSE AND TOLLING AGREEMENT**RECITALS**

- A. **WHEREAS**, Balfour Beatty Construction, LLC; Bernhard MCC, LLC, Precision Walls, Inc., Watson Electrical Construction Co., LLC, and Lithko Contracting, LLC entered into a Joint Prosecution, Defense and Tolling Agreement ("the Agreement"); and,
- B. **WHEREAS**, Paragraph 16 of the Agreement grants Balfour Beatty Construction, LLC authority to add additional individuals or entities to the Agreement; and,
- C. **WHEREAS**, Premier Exteriors, LLC and Gulf Stream Construction Company, Inc. consent to be added as parties to the Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED as follow:

1. **JOINDER.** Pursuant to, and in accordance with, Paragraph 16 of the Agreement, Premier Exteriors, LLC and Gulf Stream Construction Company, Inc. hereby acknowledge that they have received and reviewed a complete copy of the Agreement, attached hereto as Exhibit A, and agree that upon execution of this Joinder Amendment, they shall each become a "Party" to the Agreement and shall, with the others together, be "Parties" thereto fully bound by, and subject to, all of the covenants, terms and conditions of the Agreement, and shall enjoy any rights conferred therein, as though an original party thereto.

Balfour Beatty Construction, LLC

By: 

Its: SVR/CLO

Date: 6/20/2020

Premier Exteriors, LLC

By: _____

Its: _____

Date: _____

Gulf Stream Construction Company, Inc.

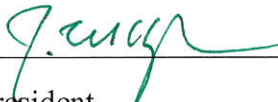
By: 

Its: Exec. VP

Date: 9/25/19

NOTICE OF WITHDRAWAL

Pursuant to Paragraph 14, Gulf Stream Construction Company, LLC hereby withdraws from the agreement titled Joint Prosecution, Defense and Tolling Agreement to the extent that agreement was enforceable. Notice is hereby provided to the parties to that Joint Prosecution, Defense and Tolling Agreement of Gulf Stream Construction Company, Inc.'s withdrawal.

GULF STREAM CONSTRUCTION COMPANY, INC.By: Its: PresidentDate: 8/25/21

JOINT PROSECUTION, DEFENSE AND TOLLING AGREEMENT

This Joint Prosecution, Defense and Tolling Agreement (the "Agreement") is effective upon execution by each Party (the "Effective Date") and is between Balfour Beatty Construction, LLC, a Delaware limited liability company ("Contractor") and Bernhard MCC, LLC, David Allen Company, Inc., Lithko Contracting, LLC, Old North State Masonry, LLC, Watson Electrical Construction Co., LLC, and Precision Walls, Inc. ("Subcontractors") (each a "Party" and collectively, the "Parties") and their respective counsel ("Counsel").

RECITALS

A. **WHEREAS**, Library Associates, LLC (the "Owner") and Contractor, entered into a contract dated September 22, 2014 (the "Prime Contract"), for the construction of the project commonly known as the "Hotel at Marion Square" located at 404 King Street, Charleston, South Carolina, 29403 (the "Project"); and,

B. **WHEREAS**, Contractor and each of the Subcontractors entered into respective subcontracts for the construction of various portions of the Work on the Project; and,

C. **WHEREAS**, as a result of certain acts, omissions, deficiencies, decisions, interpretations, directives and/or instructions of the Owner, its agents and/or representatives, both Contractor and Subcontractors, among others, incurred extra costs and expenses on the Project; and,

D. **WHEREAS**, Contractor has certain claims with the Owner on the Project arising from extra costs it incurred concerning its work under the Prime Contract; and,

E. **WHEREAS**, each of the Subcontractors have certain claims that may be related to acts or omissions attributable to the Owner on the Project resulting in extra costs they each incurred concerning its work under their respective Subcontract; and,

F. **WHEREAS**, Contractor contends that any such claims of the Subcontractors, and each of them, should be attributable to the acts, omissions, deficiencies, decisions, interpretations, directives and/or instructions of the Owner, its agents and/or representatives or others, not the Contractor; and,

G. **WHEREAS**, Subcontractors have certain claims that may be related to acts or omissions attributable to the Contractor on the Project resulting in extra costs each such Subcontractor incurred concerning their respective work under their Subcontract; and,

H. **WHEREAS**, Contractor may have certain claims related to acts or omissions attributable to one or more of the Subcontractors or other subcontractors on the Project resulting in extra costs Contractor or others incurred concerning their respective work under the Prime Contract or other contracts related to the Project; and,

I. **WHEREAS**, Subcontractor's claims, whether against to Owner or Contractor, are collectively referred to as the "Subcontractor Claims"; and

J. **WHEREAS**, certain claims that the Contractor has against the Owner arise out of the same facts and circumstances surrounding the Project that underlie the Subcontractor Claims, including, but not limited to: an incomplete design; errors and omissions in the Owner's design; changes to the Project for which the Owner has failed to pay; and, the Owner's failure to administer the Prime Contract for the Project in accordance with the terms and conditions of the Prime Contract (collectively, the "Owner-related Affirmative Claims"); and,

K. **WHEREAS**, Contractor and Subcontractors are actively pursuing both the assertion of the Owner-related Affirmative Claims against the Owner as well as a defense of any claims and/or contentions asserted by the Owner arising out of actions or inactions that may be attributable to Contractor and Subcontractors, or any of them, jointly (collectively, the "Owner-related Defensive Claims") (collectively, the Owner-related Affirmative Claims and the Owner-related Defensive Claims shall hereinafter be referred to as "the Owner-related Claims"); and,

L. **WHEREAS**, Contractor and Subcontractors desire to work together and to cooperate in the prosecution and defense of the Owner-related Claims,

M. **WHEREAS**, the Parties believe that there exists between them a mutuality of interests in a common prosecution and defense of the separate interests of Contractor and Subcontractors arising out of the Project as to the Owner-related Claims; and,

N. **WHEREAS**, Contractor and Subcontractors desire to cooperate with one another through their respective employees, agents, representatives, insurers, consultants and counsel without waiving applicable privileges and confidentiality vis-a-vis potentially adverse parties, for the purpose of protecting and pursuing their common but separate interests in the prosecution and/or defense of the Owner-related Claims; and,

O. **WHEREAS**, through this Agreement, Contractor and Subcontractors desire to memorialize their understandings concerning the common defense and/or prosecution of the Owner-related Claims, and to establish a procedure whereby the prosecution and defense of the Owner-related Claims can be effectuated as between the Parties.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein, as though set forth in full.

2. **Prosecution of the Subcontractor Claims.**

(a) Subcontractors agree that the Contractor may, at Contractor's sole and complete discretion, pursue the Subcontractor Claims against Owner through Contractor and in Contractor's name, as and if appropriate. Subcontractors shall make available its experts and consultants, its current employees, and consultants, if any, to assist in the preparation of and to prepare and present the Owner-related Claims, to the extent reasonably required or requested at their own expense. This shall include, without limitation, responding to requests for disclosure, discovery and depositions by other parties in prosecution of the Owner-related Claims and the coordination and scheduling thereof. Additionally, Subcontractors shall each take all reasonable

measures to secure the voluntary cooperation and assistance of witnesses who are current or former employees or officers for attendance at settlement conferences, depositions, trials and other events related to the prosecution of the Owner-related Claims. The Parties shall refrain from any action or preparation of any document to which the other Party could be bound without the prior written authority and approval of counsel for the appropriate Party, which approval will not be unreasonably withheld. If Contractor elects to pursue any of the Subcontractor Claims, Contractor will do so as expeditiously as reasonably possible. If Contractor elects not to pursue any of the Subcontractor Claims, Contractor will notify Subcontractor in writing within thirty (30) days of the execution of this Agreement.

(b) If Contractor elects not to pursue any of the Subcontractor Claims as provided in Paragraph 2(a), Contractor agrees that the affected Subcontractor may pursue any such Subcontractor Claims against Owner through Contractor and in Contractor's name, if appropriate. Subcontractor agrees that Contractor shall have no obligation to prepare, research or provide support for the Subcontractor Claims, beyond permitting the Subcontractor to present its claims through Contractor in any dispute resolution process required by the Prime Contract, to which the Subcontractor agrees to be bound and to waive any right to contest. All Parties shall refrain from any action or preparation of any document to which any other Party could be bound without the prior written authority and approval of counsel for the appropriate Party, which approval will not be unreasonably withheld.

(c) Subject to Paragraphs 2(a) and (b) above, the Parties will mutually cooperate with one another in presenting their respective claims to the Owner and/or making their respective defenses against assertions made by the Owner, in whatever dispute resolution process is utilized to resolve claims on the Project including, without limitation, making available documents, witnesses and information pertinent to Owner-related Claims.

(d) Contractor and Subcontractors agree to promptly meet, negotiate and resolve all claims between Contractor and Subcontractors ("Contractor-Subcontractor Claims") if at all possible. Until resolution of Owner-related Claims, Subcontractors agree that it will assert no claim against Contractor except as necessary to perfect lien rights, and Contractor agrees that it shall assert no claim against any of the Subcontractors. Subsequently, Subcontractors and the Contractor, respectively, have the right to assert claims against one another for any amounts not recovered from the Owner or others.

(e) Contractor specifically agrees to advise Subcontractors of all meetings with Owner at which the Subcontractor Claims and setoffs or counterclaims attributable to any or all of the Subcontractors will be discussed and to permit each affected Subcontractor to attend and participate in such meetings.

(f) In the event that Owner wishes to settle separately one or more of the Subcontractor Claims with one or more of the Subcontractors, it is agreed that each affected Subcontractor, in its sole discretion, shall have the right to proceed with such settlement regardless of whether Contractor has settled any of its claims, provided that any such dismissal or settlement includes the settlement of any setoffs or counterclaims attributable to Subcontractor. It is further agreed that, regardless of the stage of the claims resolution procedure, whether

negotiation, arbitration or litigation, the Contractor will undertake no action or agreement that in any manner will compromise or settle some aspect of any of the Subcontractor Claims without the prior written approval of each affected Subcontractor.

(g) Contractor further agrees that it will not fully settle and dismiss its claims or withdraw from any arbitration, litigation, or other proceeding so long as its presence is reasonably required for procedural reasons: (1) for assertion of claims by the Subcontractor or the defense of any counterclaims or claims of setoff; or, (2) under any other circumstances that might reasonably be considered prejudicial to the legal right of any of the remaining Subcontractors to present, prosecute or defend any of the Subcontractor Claims or Owner counterclaims still unresolved.

(h) Contractor agrees to provide Subcontractors with copies of all pleadings filed in any Litigation or Arbitration and to advise Subcontractors of all prehearing, hearing or trial dates and to allow Subcontractors' participation in same. Contractor further agrees that it and its counsel will consult with Subcontractors and reasonably consider the input of Subcontractors and its counsel in any decisions relating to the strategy of the prosecution of the Owner-Related Claims and Subcontractor Claims, but only as it relates to the Subcontractors. Contractor agrees that Subcontractors will be permitted to participate in any discovery conducted in any Litigation or Arbitration and to attend all depositions or other proceedings in the case, subject to procedural rules applicable to the matter and/or rulings by the party adjudicating the matter.

(i) Contractor further agrees that in the event it does elect to pursue any of the Subcontractor Claims against Owner, the Subcontractor Claims will be separately set forth in any Litigation or Arbitration and that the arbitrators, court or jury shall be requested to allocate a distinct award and monetary amount in favor of such Subcontractor Claims, and/or to allocate a distinct award and monetary amount found against Subcontractor and any such Subcontractor Claims by way of any offsets or counterclaims with regard thereto. In the event such Subcontractors Claims are decided by a jury, Contractor agrees to utilize jury interrogatories in order to determine the judgment upon such Subcontractors Claims.

(j) In the event that Contractor does elect to pursue any of the Subcontractor Claims against Owner and, in the event the award or judgment makes a specific award in favor of the Subcontractor Claims, Contractor shall pay Subcontractor the amount so awarded within ten (10) days of receipt of payment unless there is an appeal by either party. Upon completion of the appeal, Contractor shall pay Subcontractor the amount so awarded within 10 days of receipt of payment from Owner. In the event that Contractor does elect to pursue any of the Subcontractor Claims against Owner, and in the event the award or judgment makes a specific award against the Subcontractor Claims, Subcontractor shall pay Contractor the amount so awarded within ten (10) days of the award unless there is an appeal by a party. Upon completion of the appeal, Subcontractor shall pay Contractor the amount so awarded within 10 days of the completion of the appeal.

(k) In the event that Contractor does elect to pursue any of the Subcontractor Claims against Owner, and the award of judgment is upon the overall Owner-Related Claims and does not apportion the amounts found to be due or owed (by offsets or counterclaims) upon the respective claims, the amount recovered shall be shared on a basis proportionate to the respective

amounts of the Owner-Related Claims by the parties and any related or offsetting counterclaims. In the event all affected parties are unable to agree upon such apportionment, the dispute shall be decided, on briefing only, by the arbitrator or judge who adjudicated the matter.

(l) Each Subcontractor shall assist Contractor in the defense of any claim, third party claim, cross-claim or counterclaim brought by Owner against Contractor related to or arising out of the Subcontractor Claims.

3. **Subcontractor Warranties.** Subcontractors each warrant and represent that their respective claims comprising the Subcontractor Claims, and each of them, are factually and legally supportable. Contractor has relied and will rely solely on this warranty from each and all of the Subcontractors and may, at its sole election, request that any one or more of the Subcontractors provide a reasonable certification in a form furnished by Contractor which the requested Subcontractor shall execute and deliver as a condition to any further presentation of claims for that Subcontractor, and that sets forth such Subcontractor's attestation to the factual and legal sufficiency of such claims. If at any time Contractor reasonably believes that the Subcontractor Claims, or any of them, violates any applicable laws, regulations, or contractual provisions, and after consultation with the affected Subcontractor, Contractor shall have no further obligation to submit or continue to permit the presentation through the Contractor of any of the Subcontractor Claims of such Subcontractor, or the offending claim.

4. **Common Interests.** In connection with the Owner-related Claims and any subsequent or related matter, the Parties and their respective counsel have concluded that there is a mutuality of interest as to the Owner-related Claims. Further, the Parties and their respective counsel may pursue separate but common interests and avoid any claim or suggestion of waiver of the rights or obligations provided herein. The Parties and their counsel therefore acknowledge and agree that their interests will be best served if they and their counsel can exchange information subject to the continued protection of the attorney/client privilege, the work product privilege, the joint defense doctrine, the common interest doctrine, and other privileges or immunities that may apply under relevant law.

5. **Sharing of Common Interest Materials.** The Parties and their respective counsel agree to cooperate with one another reasonably in the legal analysis of the Parties' common interests relative to the Owner-related Claims, as permitted by law pursuant to the joint defense or common interest doctrine. While each Party retains the right to determine which information in its possession it shall disclose to the other Party, the Parties and their respective counsel contemplate that, to further their common interests and in order that the Parties may exchange privileged information, any and all of the following, whether disclosed orally or in documents, shall be covered by this Agreement: (a) factual analyses; (b) mental impressions; (c) legal memoranda; (d) witness interviews and statements; (e) summaries; (f) transcripts; (g) reports and expert opinions; and (h) any other information which would otherwise be protected from disclosure to third parties under any theories ("Common Interest Materials"). This list is not intended to be all inclusive and additional items of mutual interest may be generated. The Parties would not disclose such common interest materials to one another but for their mutual and common interests, and that the materials would continue to be protected as described hereinabove in Paragraph 4.

6. **Preservation of Privileges.** The Parties and their respective counsel agree that the disclosure of the Common Interest Materials is not intended to waive any applicable privilege or protection. Further, the Parties and their counsel agree that the Common Interest Materials will be protected from disclosure by the attorney/client privilege, the work product privilege, the joint defense doctrine, the common interest doctrine, and other privileges or immunities that may apply under relevant law.

7. **No Disclosure to Third Parties.** No information obtained as a result of this Agreement by a Party or its counsel shall be disclosed to any third party (except representatives (as defined below) of the Party, the Party's attorneys and other attorneys within the same law firm as the Party's counsel, and the Party's litigation or claims consultants and/or experts) without the express consent of the Party who first made the information available under this Agreement. Each Party agrees that Common Interest Materials received pursuant to this Agreement shall not be provided to any person not involved in making decisions regarding the matter or regarding any subsequent or related proceeding.

8. **Limited Use of Common Interest Materials.** The Common Interest Materials and information derived therefrom shall be used by the recipient Party solely for purposes of evaluating and assisting in the legal analysis of the Owner-related Claims, or any of them, or of any subsequent or related matter arising out of the same set of facts. Nothing in this Agreement restricts in anyway the use by a Party of information or statements obtained other than in a manner pursuant to this Agreement. Any documents shared by any counsel or any Party in connection with the common interest effort shall be returned upon request to the counsel providing them and no copy shall be retained.

9. **Notice of Discovery Demands.** In the event a Party receives a request, including a subpoena, for the production of documents, which may include Common Interest Materials that the Party received pursuant to this Agreement, the recipient Party shall promptly notify the Party who provided the Common Interest Material called for by the request and shall give such Party copies of any writings or documents, including subpoenas, summons and the like, which relate to the attempt by the third party to obtain the information. Each Party to this Agreement shall use reasonable efforts to strongly defend any challenge to the assertion of the attorney/client privilege, the work product privilege, the joint defense doctrine, the common interest doctrine, and other privileges that exist or may exist as a result of this Agreement or the Parties' respective individual privileges.

10. **No Waivers.** This Agreement shall not create any agency or similar relationship among the Parties. No Party shall have authority to waive any applicable privilege, obligation or doctrine on behalf of any other Party; nor shall any waiver of an applicable privilege, obligation or doctrine by the conduct of any Party be construed to apply to any other Party. No Party will enter into a settlement with a third party that would require or result in the disclosure of Common Interest Material provided by any other Party.

11. **Separate Representation.** Nothing in this Agreement shall be construed to affect the separate and independent representation of each Party by its respective counsel.

12. **Agreement Not to Use Exchanged Information.**

(a) The Parties agree that they shall not use any privileged information exchanged or obtained pursuant to this Agreement in any proceeding brought by one party against the other or wherein the respective interests of the parties are different from, inconsistent with, or adverse to one another.

(b) The Parties understand and acknowledge that any privileged information obtained or exchanged by the parties is not admissible in any proceeding brought by one party against the other or wherein the respective interests of the parties are different from, inconsistent with, or adverse to one another.

13. **Potential Conflict Waived.**

(a) No party to this Agreement shall claim or assert or support a contention that counsel for any party has a conflict of interest or should be disqualified from their representation of their respective clients in any claim, litigation, arbitration or dispute that exists or comes to exist relating to or arising out of any matter related to this Agreement. This provision specifically applies to any Party that withdraws from this Agreement.

(b) If a party withdraws from this Agreement, then that party shall not object to the continued representation of the remaining party by their respective counsel.

(c) Neither Party may use anything contained in this Agreement as a basis for seeking to disqualify any attorney from representing their client in the Project or any related proceedings.

(d) The Parties understand and acknowledge that either party may examine or cross-examine any representative from the other party who testifies in any proceeding arising out of the Project.

14. **Withdrawal.** Any Party to this Agreement may withdraw upon written notice to the other Parties, and this Agreement shall prospectively no longer apply to the withdrawing party; however, this Agreement shall continue to protect all Common Interest Materials disclosed by or to the withdrawing Party prior to that Party's withdrawal. Each Party to this Agreement has an affirmative duty to withdraw when, in good faith, it determines that it no longer has a commonality of interests, and to give prompt written notice of such withdrawal to the other Parties and their counsel. The withdrawing Party shall continue to be bound by this Agreement with regard to any continuing obligations described herein, to include the conflict of counsel waivers and any Common Interest Materials provided, disclosed, received, learned or obtained from the Party prior to withdrawal.

15. **Possible Conflicts.** Each counsel has fully advised his/her client that the client is represented only by its own attorneys in this matter; that while the attorneys representing the other Parties have a duty to preserve the confidence as disclosed pursuant to this Agreement,

they owe a duty of loyalty only to their own client and do not and will not have any attorney-client relationship with any other Party.

16. **Additional Parties.** Subcontractor understands, anticipates and agrees that Contractor may add additional individuals or entities to this Agreement and/or enter into a separate Agreement(s) in substantial conformity with this Agreement at a future time, and/or may have entered into such agreement already. All parties to all such agreements shall be advised immediately of all such other Parties.

17. **Successor Counsel.** This Agreement shall remain in effect and be binding upon successor counsel in accordance with its terms and may be terminated by successor counsel only in accordance with its terms.

18. **Enforcement.** The Parties agree that injunctive relief is the appropriate means to enforce this Agreement and stipulate that a violation of the Agreement would constitute irreparable harm.

19. **Effective Date.** This Agreement may be executed in counterparts, each of which shall constitute an integrated and enforceable whole.

20. **Choice of Law.** This Agreement shall be governed by the laws of the State of South Carolina without consideration of South Carolina's choice of law rules. Furthermore, the sole and exclusive location or venue of any mediation, arbitration and/or lawsuit between the parties to this Agreement shall be brought in the State Courts in Charleston, South Carolina before a Master in Equity or as otherwise provided by the Owner Agreement. Both Parties waive any right to a trial by jury.

21. **Modifications.** This Agreement cannot be modified except in writing signed by all Parties.

22. **Tolling Agreement**

22.1 Contractor and Subcontractors agree that with respect to any and all rights, duties, claims, and defenses, or potential rights, duties, claims and defenses arising from or in any way connected with the Subcontracts, Subcontractor Claims, Owner-related claims, and/or the Project (the "Claims"), all applicable statutes of limitation or repose, laches, contractual notice periods, or other time-related defenses (collectively, the "Timing Defenses") shall be tolled during the time period between the Effective Date of this Agreement and 11:59 p.m. local time in Charlotte, North Carolina on the earlier of the following dates (the "Tolling Termination Date"): (a) as to any withdrawing Party, one hundred eighty (180) calendar days after that Party gives written notice to the other Parties in accordance herewith that it is terminating the Tolling Period as to it, or (b) one hundred eighty (180) calendar days after Contractor's written notice to the signatories below via email and U.S. Mail as to resolution of the Lawsuit and/or Arbitration of Owner-related claims, whether by settlement, judgment, dismissal, or otherwise (the "Tolling Period"). The Tolling Period shall not be included as part of the time limiting the

commencement of an action or assertion of any Claims; and no Party shall plead, assert, or otherwise rely upon the Tolling Period in pleading or asserting any of the Timing Defenses to any Claims.

21.2 The Parties may extend the Tolling Period one or more times by written agreement(s) which is signed by the Parties and refers to this Tolling Agreement.

21.3 Except as expressly set forth herein, nothing in this Tolling Agreement shall be construed as a limitation upon or waiver of any potential Claims or defenses that any Party may have against any other entity or Party. Except as expressly set forth herein, the Parties expressly reserve any and all potential Claims and defenses that they had or may have had on the Effective Date.

21.4 This Tolling Agreement is not intended, and shall not be deemed, to revive any Claims that were barred by any of the Timing Defenses by virtue of the passage of time prior to the Effective Date of this Tolling Agreement, nor shall this Tolling Agreement preclude any Party from asserting any of the Timing Defenses on the basis of any period of time that lapses subsequent to the Tolling Termination Date provided such period of time does not include the Tolling Period.

23. **General Provisions.**

(a) This Agreement is not made or intended for the benefit of any third person or entity and shall not create or give to any third person or entity any right, claim, benefit, defense or cause of action against Contractor and/or Subcontractors.

(b) This Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Parties hereto, and each of them.

(c) This Agreement contains the entire agreement among the Parties hereto regarding the subjects discussed herein. No addition or modification of this Agreement shall be effective unless set forth in writing and signed by the Parties hereto.

(d) The terms and conditions of this Agreement are and shall remain strictly confidential. The Parties hereto shall not divulge such terms and conditions to any third party, unless such disclosure is required by law or reasonably necessary for the evaluation of Claims or representation of the disclosing Party in any dispute resolution proceeding relating to the Project or the Claims.

(e) This Agreement shall be deemed to have been jointly prepared by the Parties hereto. If any ambiguity or uncertainty is found to exist in the Agreement, said ambiguity or uncertainty shall not be construed against either party hereto, but shall be resolved according to the rules of interpretation of contracts.

(f) Except as expressly stated herein, nothing in the Agreement will be deemed a waiver of any of the Parties' respective rights and obligations under the Subcontract.

JOINDER TO THE JOINT PROSECUTION, DEFENSE AND TOLLING AGREEMENT**RECITALS**

- A. **WHEREAS**, Balfour Beatty Construction, LLC; Bernhard MCC, LLC, Precision Walls, Inc., Watson Electrical Construction Co., LLC, Lithko Contracting, LLC and Premier Exteriors, LLC entered into a Joint Prosecution, Defense and Tolling Agreement ("the Agreement"); and,
- B. **WHEREAS**, Paragraph 16 of the Agreement grants Balfour Beatty Construction, LLC authority to add additional individuals or entities to the Agreement; and,
- C. **WHEREAS**, PLEASANT PLACES consents to be added as a party to the Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED as follow:

1. **JOINDER.** Pursuant to, and in accordance with, Paragraph 16 of the Agreement, PLEASANT PLACES hereby acknowledges that it has received and reviewed a complete copy of the Agreement, attached hereto as Exhibit A, and agrees that upon execution of this Joinder Amendment, it shall become a "Party" to the Agreement and shall, with the others together, be "Parties" thereto fully bound by, and subject to, all of the covenants, terms and conditions of the Agreement, and shall enjoy any rights conferred therein, as though an original party thereto.

Balfour Beatty Construction, LLC

By: [Signature]

Its: SVP/CLO

Date: 6/20/2020

PLEASANT PLACES

By: [Signature]

Its: V.P.

Date: 7-24-2020

JOINT PROSECUTION, DEFENSE AND TOLLING AGREEMENT

This Joint Prosecution, Defense and Tolling Agreement (the "Agreement") is effective upon execution by each Party (the "Effective Date") and is between Balfour Beatty Construction, LLC, a Delaware limited liability company ("Contractor") and Bernhard MCC, LLC, David Allen Company, Inc., Lithko Contracting, LLC, Old North State Masonry, LLC, Watson Electrical Construction Co., LLC, and Precision Walls, Inc. ("Subcontractors") (each a "Party" and collectively, the "Parties") and their respective counsel ("Counsel").

RECITALS

A. **WHEREAS**, Library Associates, LLC (the "Owner") and Contractor, entered into a contract dated September 22, 2014 (the "Prime Contract"), for the construction of the project commonly known as the "Hotel at Marion Square" located at 404 King Street, Charleston, South Carolina, 29403 (the "Project"); and,

B. **WHEREAS**, Contractor and each of the Subcontractors entered into respective subcontracts for the construction of various portions of the Work on the Project; and,

C. **WHEREAS**, as a result of certain acts, omissions, deficiencies, decisions, interpretations, directives and/or instructions of the Owner, its agents and/or representatives, both Contractor and Subcontractors, among others, incurred extra costs and expenses on the Project; and,

D. **WHEREAS**, Contractor has certain claims with the Owner on the Project arising from extra costs it incurred concerning its work under the Prime Contract; and,

E. **WHEREAS**, each of the Subcontractors have certain claims that may be related to acts or omissions attributable to the Owner on the Project resulting in extra costs they each incurred concerning its work under their respective Subcontract; and,

F. **WHEREAS**, Contractor contends that any such claims of the Subcontractors, and each of them, should be attributable to the acts, omissions, deficiencies, decisions, interpretations, directives and/or instructions of the Owner, its agents and/or representatives or others, not the Contractor; and,

G. **WHEREAS**, Subcontractors have certain claims that may be related to acts or omissions attributable to the Contractor on the Project resulting in extra costs each such Subcontractor incurred concerning their respective work under their Subcontract; and,

H. **WHEREAS**, Contractor may have certain claims related to acts or omissions attributable to one or more of the Subcontractors or other subcontractors on the Project resulting in extra costs Contractor or others incurred concerning their respective work under the Prime Contract or other contracts related to the Project; and,

I. **WHEREAS**, Subcontractor's claims, whether against to Owner or Contractor, are collectively referred to as the "Subcontractor Claims"; and

J. **WHEREAS**, certain claims that the Contractor has against the Owner arise out of the same facts and circumstances surrounding the Project that underlie the Subcontractor Claims, including, but not limited to: an incomplete design; errors and omissions in the Owner's design; changes to the Project for which the Owner has failed to pay; and, the Owner's failure to administer the Prime Contract for the Project in accordance with the terms and conditions of the Prime Contract (collectively, the "Owner-related Affirmative Claims"); and,

K. **WHEREAS**, Contractor and Subcontractors are actively pursuing both the assertion of the Owner-related Affirmative Claims against the Owner as well as a defense of any claims and/or contentions asserted by the Owner arising out of actions or inactions that may be attributable to Contractor and Subcontractors, or any of them, jointly (collectively, the "Owner-related Defensive Claims") (collectively, the Owner-related Affirmative Claims and the Owner-related Defensive Claims shall hereinafter be referred to as "the Owner-related Claims"); and,

L. **WHEREAS**, Contractor and Subcontractors desire to work together and to cooperate in the prosecution and defense of the Owner-related Claims,

M. **WHEREAS**, the Parties believe that there exists between them a mutuality of interests in a common prosecution and defense of the separate interests of Contractor and Subcontractors arising out of the Project as to the Owner-related Claims; and,

N. **WHEREAS**, Contractor and Subcontractors desire to cooperate with one another through their respective employees, agents, representatives, insurers, consultants and counsel without waiving applicable privileges and confidentiality vis-a-vis potentially adverse parties, for the purpose of protecting and pursuing their common but separate interests in the prosecution and/or defense of the Owner-related Claims; and,

O. **WHEREAS**, through this Agreement, Contractor and Subcontractors desire to memorialize their understandings concerning the common defense and/or prosecution of the Owner-related Claims, and to establish a procedure whereby the prosecution and defense of the Owner-related Claims can be effectuated as between the Parties.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein, as though set forth in full.

2. **Prosecution of the Subcontractor Claims.**

(a) Subcontractors agree that the Contractor may, at Contractor's sole and complete discretion, pursue the Subcontractor Claims against Owner through Contractor and in Contractor's name, as and if appropriate. Subcontractors shall make available its experts and consultants, its current employees, and consultants, if any, to assist in the preparation of and to prepare and present the Owner-related Claims, to the extent reasonably required or requested at their own expense. This shall include, without limitation, responding to requests for disclosure, discovery and depositions by other parties in prosecution of the Owner-related Claims and the coordination and scheduling thereof. Additionally, Subcontractors shall each take all reasonable

measures to secure the voluntary cooperation and assistance of witnesses who are current or former employees or officers for attendance at settlement conferences, depositions, trials and other events related to the prosecution of the Owner-related Claims. The Parties shall refrain from any action or preparation of any document to which the other Party could be bound without the prior written authority and approval of counsel for the appropriate Party, which approval will not be unreasonably withheld. If Contractor elects to pursue any of the Subcontractor Claims, Contractor will do so as expeditiously as reasonably possible. If Contractor elects not to pursue any of the Subcontractor Claims, Contractor will notify Subcontractor in writing within thirty (30) days of the execution of this Agreement.

(b) If Contractor elects not to pursue any of the Subcontractor Claims as provided in Paragraph 2(a), Contractor agrees that the affected Subcontractor may pursue any such Subcontractor Claims against Owner through Contractor and in Contractor's name, if appropriate. Subcontractor agrees that Contractor shall have no obligation to prepare, research or provide support for the Subcontractor Claims, beyond permitting the Subcontractor to present its claims through Contractor in any dispute resolution process required by the Prime Contract, to which the Subcontractor agrees to be bound and to waive any right to contest. All Parties shall refrain from any action or preparation of any document to which any other Party could be bound without the prior written authority and approval of counsel for the appropriate Party, which approval will not be unreasonably withheld.

(c) Subject to Paragraphs 2(a) and (b) above, the Parties will mutually cooperate with one another in presenting their respective claims to the Owner and/or making their respective defenses against assertions made by the Owner, in whatever dispute resolution process is utilized to resolve claims on the Project including, without limitation, making available documents, witnesses and information pertinent to Owner-related Claims.

(d) Contractor and Subcontractors agree to promptly meet, negotiate and resolve all claims between Contractor and Subcontractors ("Contractor-Subcontractor Claims") if at all possible. Until resolution of Owner-related Claims, Subcontractors agree that it will assert no claim against Contractor except as necessary to perfect lien rights, and Contractor agrees that it shall assert no claim against any of the Subcontractors. Subsequently, Subcontractors and the Contractor, respectively, have the right to assert claims against one another for any amounts not recovered from the Owner or others.

(e) Contractor specifically agrees to advise Subcontractors of all meetings with Owner at which the Subcontractor Claims and setoffs or counterclaims attributable to any or all of the Subcontractors will be discussed and to permit each affected Subcontractor to attend and participate in such meetings.

(f) In the event that Owner wishes to settle separately one or more of the Subcontractor Claims with one or more of the Subcontractors, it is agreed that each affected Subcontractor, in its sole discretion, shall have the right to proceed with such settlement regardless of whether Contractor has settled any of its claims, provided that any such dismissal or settlement includes the settlement of any setoffs or counterclaims attributable to Subcontractor. It is further agreed that, regardless of the stage of the claims resolution procedure, whether

negotiation, arbitration or litigation, the Contractor will undertake no action or agreement that in any manner will compromise or settle some aspect of any of the Subcontractor Claims without the prior written approval of each affected Subcontractor.

(g) Contractor further agrees that it will not fully settle and dismiss its claims or withdraw from any arbitration, litigation, or other proceeding so long as its presence is reasonably required for procedural reasons: (1) for assertion of claims by the Subcontractor or the defense of any counterclaims or claims of setoff; or, (2) under any other circumstances that might reasonably be considered prejudicial to the legal right of any of the remaining Subcontractors to present, prosecute or defend any of the Subcontractor Claims or Owner counterclaims still unresolved.

(h) Contractor agrees to provide Subcontractors with copies of all pleadings filed in any Litigation or Arbitration and to advise Subcontractors of all prehearing, hearing or trial dates and to allow Subcontractors' participation in same. Contractor further agrees that it and its counsel will consult with Subcontractors and reasonably consider the input of Subcontractors and its counsel in any decisions relating to the strategy of the prosecution of the Owner-Related Claims and Subcontractor Claims, but only as it relates to the Subcontractors. Contractor agrees that Subcontractors will be permitted to participate in any discovery conducted in any Litigation or Arbitration and to attend all depositions or other proceedings in the case, subject to procedural rules applicable to the matter and/or rulings by the party adjudicating the matter.

(i) Contractor further agrees that in the event it does elect to pursue any of the Subcontractor Claims against Owner, the Subcontractor Claims will be separately set forth in any Litigation or Arbitration and that the arbitrators, court or jury shall be requested to allocate a distinct award and monetary amount in favor of such Subcontractor Claims, and/or to allocate a distinct award and monetary amount found against Subcontractor and any such Subcontractor Claims by way of any offsets or counterclaims with regard thereto. In the event such Subcontractors Claims are decided by a jury, Contractor agrees to utilize jury interrogatories in order to determine the judgment upon such Subcontractors Claims.

(j) In the event that Contractor does elect to pursue any of the Subcontractor Claims against Owner and, in the event the award or judgment makes a specific award in favor of the Subcontractor Claims, Contractor shall pay Subcontractor the amount so awarded within ten (10) days of receipt of payment unless there is an appeal by either party. Upon completion of the appeal, Contractor shall pay Subcontractor the amount so awarded within 10 days of receipt of payment from Owner. In the event that Contractor does elect to pursue any of the Subcontractor Claims against Owner, and in the event the award or judgment makes a specific award against the Subcontractor Claims, Subcontractor shall pay Contractor the amount so awarded within ten (10) days of the award unless there is an appeal by a party. Upon completion of the appeal, Subcontractor shall pay Contractor the amount so awarded within 10 days of the completion of the appeal.

(k) In the event that Contractor does elect to pursue any of the Subcontractor Claims against Owner, and the award of judgment is upon the overall Owner-Related Claims and does not apportion the amounts found to be due or owed (by offsets or counterclaims) upon the respective claims, the amount recovered shall be shared on a basis proportionate to the respective

amounts of the Owner-Related Claims by the parties and any related or offsetting counterclaims. In the event all affected parties are unable to agree upon such apportionment, the dispute shall be decided, on briefing only, by the arbitrator or judge who adjudicated the matter.

(l) Each Subcontractor shall assist Contractor in the defense of any claim, third party claim, cross-claim or counterclaim brought by Owner against Contractor related to or arising out of the Subcontractor Claims.

3. **Subcontractor Warranties.** Subcontractors each warrant and represent that their respective claims comprising the Subcontractor Claims, and each of them, are factually and legally supportable. Contractor has relied and will rely solely on this warranty from each and all of the Subcontractors and may, at its sole election, request that any one or more of the Subcontractors provide a reasonable certification in a form furnished by Contractor which the requested Subcontractor shall execute and deliver as a condition to any further presentation of claims for that Subcontractor, and that sets forth such Subcontractor's attestation to the factual and legal sufficiency of such claims. If at any time Contractor reasonably believes that the Subcontractor Claims, or any of them, violates any applicable laws, regulations, or contractual provisions, and after consultation with the affected Subcontractor, Contractor shall have no further obligation to submit or continue to permit the presentation through the Contractor of any of the Subcontractor Claims of such Subcontractor, or the offending claim.

4. **Common Interests.** In connection with the Owner-related Claims and any subsequent or related matter, the Parties and their respective counsel have concluded that there is a mutuality of interest as to the Owner-related Claims. Further, the Parties and their respective counsel may pursue separate but common interests and avoid any claim or suggestion of waiver of the rights or obligations provided herein. The Parties and their counsel therefore acknowledge and agree that their interests will be best served if they and their counsel can exchange information subject to the continued protection of the attorney/client privilege, the work product privilege, the joint defense doctrine, the common interest doctrine, and other privileges or immunities that may apply under relevant law.

5. **Sharing of Common Interest Materials.** The Parties and their respective counsel agree to cooperate with one another reasonably in the legal analysis of the Parties' common interests relative to the Owner-related Claims, as permitted by law pursuant to the joint defense or common interest doctrine. While each Party retains the right to determine which information in its possession it shall disclose to the other Party, the Parties and their respective counsel contemplate that, to further their common interests and in order that the Parties may exchange privileged information, any and all of the following, whether disclosed orally or in documents, shall be covered by this Agreement: (a) factual analyses; (b) mental impressions; (c) legal memoranda; (d) witness interviews and statements; (e) summaries; (f) transcripts; (g) reports and expert opinions; and (h) any other information which would otherwise be protected from disclosure to third parties under any theories ("Common Interest Materials"). This list is not intended to be all inclusive and additional items of mutual interest may be generated. The Parties would not disclose such common interest materials to one another but for their mutual and common interests, and that the materials would continue to be protected as described hereinabove in Paragraph 4.

6. **Preservation of Privileges.** The Parties and their respective counsel agree that the disclosure of the Common Interest Materials is not intended to waive any applicable privilege or protection. Further, the Parties and their counsel agree that the Common Interest Materials will be protected from disclosure by the attorney/client privilege, the work product privilege, the joint defense doctrine, the common interest doctrine, and other privileges or immunities that may apply under relevant law.

7. **No Disclosure to Third Parties.** No information obtained as a result of this Agreement by a Party or its counsel shall be disclosed to any third party (except representatives (as defined below) of the Party, the Party's attorneys and other attorneys within the same law firm as the Party's counsel, and the Party's litigation or claims consultants and/or experts) without the express consent of the Party who first made the information available under this Agreement. Each Party agrees that Common Interest Materials received pursuant to this Agreement shall not be provided to any person not involved in making decisions regarding the matter or regarding any subsequent or related proceeding.

8. **Limited Use of Common Interest Materials.** The Common Interest Materials and information derived therefrom shall be used by the recipient Party solely for purposes of evaluating and assisting in the legal analysis of the Owner-related Claims, or any of them, or of any subsequent or related matter arising out of the same set of facts. Nothing in this Agreement restricts in anyway the use by a Party of information or statements obtained other than in a manner pursuant to this Agreement. Any documents shared by any counsel or any Party in connection with the common interest effort shall be returned upon request to the counsel providing them and no copy shall be retained.

9. **Notice of Discovery Demands.** In the event a Party receives a request, including a subpoena, for the production of documents, which may include Common Interest Materials that the Party received pursuant to this Agreement, the recipient Party shall promptly notify the Party who provided the Common Interest Material called for by the request and shall give such Party copies of any writings or documents, including subpoenas, summons and the like, which relate to the attempt by the third party to obtain the information. Each Party to this Agreement shall use reasonable efforts to strongly defend any challenge to the assertion of the attorney/client privilege, the work product privilege, the joint defense doctrine, the common interest doctrine, and other privileges that exist or may exist as a result of this Agreement or the Parties' respective individual privileges.

10. **No Waivers.** This Agreement shall not create any agency or similar relationship among the Parties. No Party shall have authority to waive any applicable privilege, obligation or doctrine on behalf of any other Party; nor shall any waiver of an applicable privilege, obligation or doctrine by the conduct of any Party be construed to apply to any other Party. No Party will enter into a settlement with a third party that would require or result in the disclosure of Common Interest Material provided by any other Party.

11. **Separate Representation.** Nothing in this Agreement shall be construed to affect the separate and independent representation of each Party by its respective counsel.

12. **Agreement Not to Use Exchanged Information.**

(a) The Parties agree that they shall not use any privileged information exchanged or obtained pursuant to this Agreement in any proceeding brought by one party against the other or wherein the respective interests of the parties are different from, inconsistent with, or adverse to one another.

(b) The Parties understand and acknowledge that any privileged information obtained or exchanged by the parties is not admissible in any proceeding brought by one party against the other or wherein the respective interests of the parties are different from, inconsistent with, or adverse to one another.

13. **Potential Conflict Waived.**

(a) No party to this Agreement shall claim or assert or support a contention that counsel for any party has a conflict of interest or should be disqualified from their representation of their respective clients in any claim, litigation, arbitration or dispute that exists or comes to exist relating to or arising out of any matter related to this Agreement. This provision specifically applies to any Party that withdraws from this Agreement.

(b) If a party withdraws from this Agreement, then that party shall not object to the continued representation of the remaining party by their respective counsel.

(c) Neither Party may use anything contained in this Agreement as a basis for seeking to disqualify any attorney from representing their client in the Project or any related proceedings.

(d) The Parties understand and acknowledge that either party may examine or cross-examine any representative from the other party who testifies in any proceeding arising out of the Project.

14. **Withdrawal.** Any Party to this Agreement may withdraw upon written notice to the other Parties, and this Agreement shall prospectively no longer apply to the withdrawing party; however, this Agreement shall continue to protect all Common Interest Materials disclosed by or to the withdrawing Party prior to that Party's withdrawal. Each Party to this Agreement has an affirmative duty to withdraw when, in good faith, it determines that it no longer has a commonality of interests, and to give prompt written notice of such withdrawal to the other Parties and their counsel. The withdrawing Party shall continue to be bound by this Agreement with regard to any continuing obligations described herein, to include the conflict of counsel waivers and any Common Interest Materials provided, disclosed, received, learned or obtained from the Party prior to withdrawal.

15. **Possible Conflicts.** Each counsel has fully advised his/her client that the client is represented only by its own attorneys in this matter; that while the attorneys representing the other Parties have a duty to preserve the confidence as disclosed pursuant to this Agreement,

they owe a duty of loyalty only to their own client and do not and will not have any attorney-client relationship with any other Party.

16. **Additional Parties.** Subcontractor understands, anticipates and agrees that Contractor may add additional individuals or entities to this Agreement and/or enter into a separate Agreement(s) in substantial conformity with this Agreement at a future time, and/or may have entered into such agreement already. All parties to all such agreements shall be advised immediately of all such other Parties.

17. **Successor Counsel.** This Agreement shall remain in effect and be binding upon successor counsel in accordance with its terms and may be terminated by successor counsel only in accordance with its terms.

18. **Enforcement.** The Parties agree that injunctive relief is the appropriate means to enforce this Agreement and stipulate that a violation of the Agreement would constitute irreparable harm.

19. **Effective Date.** This Agreement may be executed in counterparts, each of which shall constitute an integrated and enforceable whole.

20. **Choice of Law.** This Agreement shall be governed by the laws of the State of South Carolina without consideration of South Carolina's choice of law rules. Furthermore, the sole and exclusive location or venue of any mediation, arbitration and/or lawsuit between the parties to this Agreement shall be brought in the State Courts in Charleston, South Carolina before a Master in Equity or as otherwise provided by the Owner Agreement. Both Parties waive any right to a trial by jury.

21. **Modifications.** This Agreement cannot be modified except in writing signed by all Parties.

22. **Tolling Agreement**

22.1 Contractor and Subcontractors agree that with respect to any and all rights, duties, claims, and defenses, or potential rights, duties, claims and defenses arising from or in any way connected with the Subcontracts, Subcontractor Claims, Owner-related claims, and/or the Project (the "Claims"), all applicable statutes of limitation or repose, laches, contractual notice periods, or other time-related defenses (collectively, the "Timing Defenses") shall be tolled during the time period between the Effective Date of this Agreement and 11:59 p.m. local time in Charlotte, North Carolina on the earlier of the following dates (the "Tolling Termination Date"): (a) as to any withdrawing Party, one hundred eighty (180) calendar days after that Party gives written notice to the other Parties in accordance herewith that it is terminating the Tolling Period as to it, or (b) one hundred eighty (180) calendar days after Contractor's written notice to the signatories below via email and U.S. Mail as to resolution of the Lawsuit and/or Arbitration of Owner-related claims, whether by settlement, judgment, dismissal, or otherwise (the "Tolling Period"). The Tolling Period shall not be included as part of the time limiting the

commencement of an action or assertion of any Claims; and no Party shall plead, assert, or otherwise rely upon the Tolling Period in pleading or asserting any of the Timing Defenses to any Claims.

21.2 The Parties may extend the Tolling Period one or more times by written agreement(s) which is signed by the Parties and refers to this Tolling Agreement.

21.3 Except as expressly set forth herein, nothing in this Tolling Agreement shall be construed as a limitation upon or waiver of any potential Claims or defenses that any Party may have against any other entity or Party. Except as expressly set forth herein, the Parties expressly reserve any and all potential Claims and defenses that they had or may have had on the Effective Date.

21.4 This Tolling Agreement is not intended, and shall not be deemed, to revive any Claims that were barred by any of the Timing Defenses by virtue of the passage of time prior to the Effective Date of this Tolling Agreement, nor shall this Tolling Agreement preclude any Party from asserting any of the Timing Defenses on the basis of any period of time that lapses subsequent to the Tolling Termination Date provided such period of time does not include the Tolling Period.

23. General Provisions.

(a) This Agreement is not made or intended for the benefit of any third person or entity and shall not create or give to any third person or entity any right, claim, benefit, defense or cause of action against Contractor and/or Subcontractors.

(b) This Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Parties hereto, and each of them.

(c) This Agreement contains the entire agreement among the Parties hereto regarding the subjects discussed herein. No addition or modification of this Agreement shall be effective unless set forth in writing and signed by the Parties hereto.

(d) The terms and conditions of this Agreement are and shall remain strictly confidential. The Parties hereto shall not divulge such terms and conditions to any third party, unless such disclosure is required by law or reasonably necessary for the evaluation of Claims or representation of the disclosing Party in any dispute resolution proceeding relating to the Project or the Claims.

(e) This Agreement shall be deemed to have been jointly prepared by the Parties hereto. If any ambiguity or uncertainty is found to exist in the Agreement, said ambiguity or uncertainty shall not be construed against either party hereto, but shall be resolved according to the rules of interpretation of contracts.

(f) Except as expressly stated herein, nothing in the Agreement will be deemed a waiver of any of the Parties' respective rights and obligations under the Subcontract.



Balfour Beatty Construction, LLC

By: _____

Its: _____

Date: _____

David Allen Company, Inc.,

By: _____

Counsel for: _____

Date: _____

Bernhard MCC, LLC

By: _____

Its: _____

Date: _____

Lithko Contracting, LLC

By: _____

Counsel for: _____

Date: _____

Old North State Masonry, LLC

By: _____

Its: _____

Date: _____

Watson Electrical Construction Co., LLC

By: _____

Its: _____

Date: _____

Precision Walls, Inc.

By:  _____

Its: CFO for PW/I

Date: 6/13/19

Balfour Beatty Construction, LLC

By: 
Its: SVP/CLD
Date: 6/20/2020

Bernhard MCC, LLC

By: _____
Its: _____
Date: _____

David Allen Company, Inc.,

By: _____
Counsel for: _____
Date: _____

Lithko Contracting, LLC

By: _____
Counsel for: _____
Date: _____

Old North State Masonry, LLC

By: _____
Its: _____
Date: _____

Watson Electrical Construction Co., LLC

By: _____
Its: _____
Date: _____

Precision Walls, Inc.

By: 
Its: GFO for NWI
Date: 6/13/19

JOINT PROSECUTION, DEFENSE AND TOLLING AGREEMENT

This Joint Prosecution, Defense and Tolling Agreement (the "Agreement") is effective upon execution by each Party (the "Effective Date") and is between Balfour Beatty Construction, LLC, a Delaware limited liability company ("Contractor") and Bernhard MCC, LLC, David Allen Company, Inc., Lithko Contracting, LLC, Old North State Masonry, LLC, Watson Electrical Construction Co., LLC, and Precision Walls, Inc. ("Subcontractors") (each a "Party" and collectively, the "Parties") and their respective counsel ("Counsel").

RECITALS

A. **WHEREAS**, Library Associates, LLC (the "Owner") and Contractor, entered into a contract dated September 22, 2014 (the "Prime Contract"), for the construction of the project commonly known as the "Hotel at Marion Square" located at 404 King Street, Charleston, South Carolina, 29403 (the "Project"); and,

B. **WHEREAS**, Contractor and each of the Subcontractors entered into respective subcontracts for the construction of various portions of the Work on the Project; and,

C. **WHEREAS**, as a result of certain acts, omissions, deficiencies, decisions, interpretations, directives and/or instructions of the Owner, its agents and/or representatives, both Contractor and Subcontractors, among others, incurred extra costs and expenses on the Project; and,

D. **WHEREAS**, Contractor has certain claims with the Owner on the Project arising from extra costs it incurred concerning its work under the Prime Contract; and,

E. **WHEREAS**, each of the Subcontractors have certain claims that may be related to acts or omissions attributable to the Owner on the Project resulting in extra costs they each incurred concerning its work under their respective Subcontract; and,

F. **WHEREAS**, Contractor contends that any such claims of the Subcontractors, and each of them, should be attributable to the acts, omissions, deficiencies, decisions, interpretations, directives and/or instructions of the Owner, its agents and/or representatives or others, not the Contractor; and,

G. **WHEREAS**, Subcontractors have certain claims that may be related to acts or omissions attributable to the Contractor on the Project resulting in extra costs each such Subcontractor incurred concerning their respective work under their Subcontract; and,

H. **WHEREAS**, Contractor may have certain claims related to acts or omissions attributable to one or more of the Subcontractors or other subcontractors on the Project resulting in extra costs Contractor or others incurred concerning their respective work under the Prime Contract or other contracts related to the Project; and,

I. **WHEREAS**, Subcontractor's claims, whether against to Owner or Contractor, are collectively referred to as the "Subcontractor Claims"; and

J. **WHEREAS**, certain claims that the Contractor has against the Owner arise out of the same facts and circumstances surrounding the Project that underlie the Subcontractor Claims, including, but not limited to: an incomplete design; errors and omissions in the Owner's design; changes to the Project for which the Owner has failed to pay; and, the Owner's failure to administer the Prime Contract for the Project in accordance with the terms and conditions of the Prime Contract (collectively, the "Owner-related Affirmative Claims"); and,

K. **WHEREAS**, Contractor and Subcontractors are actively pursuing both the assertion of the Owner-related Affirmative Claims against the Owner as well as a defense of any claims and/or contentions asserted by the Owner arising out of actions or inactions that may be attributable to Contractor and Subcontractors, or any of them, jointly (collectively, the "Owner-related Defensive Claims") (collectively, the Owner-related Affirmative Claims and the Owner-related Defensive Claims shall hereinafter be referred to as "the Owner-related Claims"); and,

L. **WHEREAS**, Contractor and Subcontractors desire to work together and to cooperate in the prosecution and defense of the Owner-related Claims,

M. **WHEREAS**, the Parties believe that there exists between them a mutuality of interests in a common prosecution and defense of the separate interests of Contractor and Subcontractors arising out of the Project as to the Owner-related Claims; and,

N. **WHEREAS**, Contractor and Subcontractors desire to cooperate with one another through their respective employees, agents, representatives, insurers, consultants and counsel without waiving applicable privileges and confidentiality vis-a-vis potentially adverse parties, for the purpose of protecting and pursuing their common but separate interests in the prosecution and/or defense of the Owner-related Claims; and,

O. **WHEREAS**, through this Agreement, Contractor and Subcontractors desire to memorialize their understandings concerning the common defense and/or prosecution of the Owner-related Claims, and to establish a procedure whereby the prosecution and defense of the Owner-related Claims can be effectuated as between the Parties.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein, as though set forth in full.

2. **Prosecution of the Subcontractor Claims.**

(a) Subcontractors agree that the Contractor may, at Contractor's sole and complete discretion, pursue the Subcontractor Claims against Owner through Contractor and in Contractor's name, as and if appropriate. Subcontractors shall make available its experts and consultants, its current employees, and consultants, if any, to assist in the preparation of and to prepare and present the Owner-related Claims, to the extent reasonably required or requested at their own expense. This shall include, without limitation, responding to requests for disclosure, discovery and depositions by other parties in prosecution of the Owner-related Claims and the coordination and scheduling thereof. Additionally, Subcontractors shall each take all reasonable

measures to secure the voluntary cooperation and assistance of witnesses who are current or former employees or officers for attendance at settlement conferences, depositions, trials and other events related to the prosecution of the Owner-related Claims. The Parties shall refrain from any action or preparation of any document to which the other Party could be bound without the prior written authority and approval of counsel for the appropriate Party, which approval will not be unreasonably withheld. If Contractor elects to pursue any of the Subcontractor Claims, Contractor will do so as expeditiously as reasonably possible. If Contractor elects not to pursue any of the Subcontractor Claims, Contractor will notify Subcontractor in writing within thirty (30) days of the execution of this Agreement.

(b) If Contractor elects not to pursue any of the Subcontractor Claims as provided in Paragraph 2(a), Contractor agrees that the affected Subcontractor may pursue any such Subcontractor Claims against Owner through Contractor and in Contractor's name, if appropriate. Subcontractor agrees that Contractor shall have no obligation to prepare, research or provide support for the Subcontractor Claims, beyond permitting the Subcontractor to present its claims through Contractor in any dispute resolution process required by the Prime Contract, to which the Subcontractor agrees to be bound and to waive any right to contest. All Parties shall refrain from any action or preparation of any document to which any other Party could be bound without the prior written authority and approval of counsel for the appropriate Party, which approval will not be unreasonably withheld.

(c) Subject to Paragraphs 2(a) and (b) above, the Parties will mutually cooperate with one another in presenting their respective claims to the Owner and/or making their respective defenses against assertions made by the Owner, in whatever dispute resolution process is utilized to resolve claims on the Project including, without limitation, making available documents, witnesses and information pertinent to Owner-related Claims.

(d) Contractor and Subcontractors agree to promptly meet, negotiate and resolve all claims between Contractor and Subcontractors ("Contractor-Subcontractor Claims") if at all possible. Until resolution of Owner-related Claims, Subcontractors agree that it will assert no claim against Contractor except as necessary to perfect lien rights, and Contractor agrees that it shall assert no claim against any of the Subcontractors. Subsequently, Subcontractors and the Contractor, respectively, have the right to assert claims against one another for any amounts not recovered from the Owner or others.

(e) Contractor specifically agrees to advise Subcontractors of all meetings with Owner at which the Subcontractor Claims and setoffs or counterclaims attributable to any or all of the Subcontractors will be discussed and to permit each affected Subcontractor to attend and participate in such meetings.

(f) In the event that Owner wishes to settle separately one or more of the Subcontractor Claims with one or more of the Subcontractors, it is agreed that each affected Subcontractor, in its sole discretion, shall have the right to proceed with such settlement regardless of whether Contractor has settled any of its claims, provided that any such dismissal or settlement includes the settlement of any setoffs or counterclaims attributable to Subcontractor. It is further agreed that, regardless of the stage of the claims resolution procedure, whether

negotiation, arbitration or litigation, the Contractor will undertake no action or agreement that in any manner will compromise or settle some aspect of any of the Subcontractor Claims without the prior written approval of each affected Subcontractor.

(g) Contractor further agrees that it will not fully settle and dismiss its claims or withdraw from any arbitration, litigation, or other proceeding so long as its presence is reasonably required for procedural reasons: (1) for assertion of claims by the Subcontractor or the defense of any counterclaims or claims of setoff; or, (2) under any other circumstances that might reasonably be considered prejudicial to the legal right of any of the remaining Subcontractors to present, prosecute or defend any of the Subcontractor Claims or Owner counterclaims still unresolved.

(h) Contractor agrees to provide Subcontractors with copies of all pleadings filed in any Litigation or Arbitration and to advise Subcontractors of all prehearing, hearing or trial dates and to allow Subcontractors' participation in same. Contractor further agrees that it and its counsel will consult with Subcontractors and reasonably consider the input of Subcontractors and its counsel in any decisions relating to the strategy of the prosecution of the Owner-Related Claims and Subcontractor Claims, but only as it relates to the Subcontractors. Contractor agrees that Subcontractors will be permitted to participate in any discovery conducted in any Litigation or Arbitration and to attend all depositions or other proceedings in the case, subject to procedural rules applicable to the matter and/or rulings by the party adjudicating the matter.

(i) Contractor further agrees that in the event it does elect to pursue any of the Subcontractor Claims against Owner, the Subcontractor Claims will be separately set forth in any Litigation or Arbitration and that the arbitrators, court or jury shall be requested to allocate a distinct award and monetary amount in favor of such Subcontractor Claims, and/or to allocate a distinct award and monetary amount found against Subcontractor and any such Subcontractor Claims by way of any offsets or counterclaims with regard thereto. In the event such Subcontractors Claims are decided by a jury, Contractor agrees to utilize jury interrogatories in order to determine the judgment upon such Subcontractors Claims.

(j) In the event that Contractor does elect to pursue any of the Subcontractor Claims against Owner and, in the event the award or judgment makes a specific award in favor of the Subcontractor Claims, Contractor shall pay Subcontractor the amount so awarded within ten (10) days of receipt of payment unless there is an appeal by either party. Upon completion of the appeal, Contractor shall pay Subcontractor the amount so awarded within 10 days of receipt of payment from Owner. In the event that Contractor does elect to pursue any of the Subcontractor Claims against Owner, and in the event the award or judgment makes a specific award against the Subcontractor Claims, Subcontractor shall pay Contractor the amount so awarded within ten (10) days of the award unless there is an appeal by a party. Upon completion of the appeal, Subcontractor shall pay Contractor the amount so awarded within 10 days of the completion of the appeal.

(k) In the event that Contractor does elect to pursue any of the Subcontractor Claims against Owner, and the award of judgment is upon the overall Owner-Related Claims and does not apportion the amounts found to be due or owed (by offsets or counterclaims) upon the respective claims, the amount recovered shall be shared on a basis proportionate to the respective

amounts of the Owner-Related Claims by the parties and any related or offsetting counterclaims. In the event all affected parties are unable to agree upon such apportionment, the dispute shall be decided, on briefing only, by the arbitrator or judge who adjudicated the matter.

(l) Each Subcontractor shall assist Contractor in the defense of any claim, third party claim, cross-claim or counterclaim brought by Owner against Contractor related to or arising out of the Subcontractor Claims.

3. **Subcontractor Warranties.** Subcontractors each warrant and represent that their respective claims comprising the Subcontractor Claims, and each of them, are factually and legally supportable. Contractor has relied and will rely solely on this warranty from each and all of the Subcontractors and may, at its sole election, request that any one or more of the Subcontractors provide a reasonable certification in a form furnished by Contractor which the requested Subcontractor shall execute and deliver as a condition to any further presentation of claims for that Subcontractor, and that sets forth such Subcontractor's attestation to the factual and legal sufficiency of such claims. If at any time Contractor reasonably believes that the Subcontractor Claims, or any of them, violates any applicable laws, regulations, or contractual provisions, and after consultation with the affected Subcontractor, Contractor shall have no further obligation to submit or continue to permit the presentation through the Contractor of any of the Subcontractor Claims of such Subcontractor, or the offending claim.

4. **Common Interests.** In connection with the Owner-related Claims and any subsequent or related matter, the Parties and their respective counsel have concluded that there is a mutuality of interest as to the Owner-related Claims. Further, the Parties and their respective counsel may pursue separate but common interests and avoid any claim or suggestion of waiver of the rights or obligations provided herein. The Parties and their counsel therefore acknowledge and agree that their interests will be best served if they and their counsel can exchange information subject to the continued protection of the attorney/client privilege, the work product privilege, the joint defense doctrine, the common interest doctrine, and other privileges or immunities that may apply under relevant law.

5. **Sharing of Common Interest Materials.** The Parties and their respective counsel agree to cooperate with one another reasonably in the legal analysis of the Parties' common interests relative to the Owner-related Claims, as permitted by law pursuant to the joint defense or common interest doctrine. While each Party retains the right to determine which information in its possession it shall disclose to the other Party, the Parties and their respective counsel contemplate that, to further their common interests and in order that the Parties may exchange privileged information, any and all of the following, whether disclosed orally or in documents, shall be covered by this Agreement: (a) factual analyses; (b) mental impressions; (c) legal memoranda; (d) witness interviews and statements; (e) summaries; (f) transcripts; (g) reports and expert opinions; and (h) any other information which would otherwise be protected from disclosure to third parties under any theories ("Common Interest Materials"). This list is not intended to be all inclusive and additional items of mutual interest may be generated. The Parties would not disclose such common interest materials to one another but for their mutual and common interests, and that the materials would continue to be protected as described hereinabove in Paragraph 4.

6. **Preservation of Privileges.** The Parties and their respective counsel agree that the disclosure of the Common Interest Materials is not intended to waive any applicable privilege or protection. Further, the Parties and their counsel agree that the Common Interest Materials will be protected from disclosure by the attorney/client privilege, the work product privilege, the joint defense doctrine, the common interest doctrine, and other privileges or immunities that may apply under relevant law.

7. **No Disclosure to Third Parties.** No information obtained as a result of this Agreement by a Party or its counsel shall be disclosed to any third party (except representatives (as defined below) of the Party, the Party's attorneys and other attorneys within the same law firm as the Party's counsel, and the Party's litigation or claims consultants and/or experts) without the express consent of the Party who first made the information available under this Agreement. Each Party agrees that Common Interest Materials received pursuant to this Agreement shall not be provided to any person not involved in making decisions regarding the matter or regarding any subsequent or related proceeding.

8. **Limited Use of Common Interest Materials.** The Common Interest Materials and information derived therefrom shall be used by the recipient Party solely for purposes of evaluating and assisting in the legal analysis of the Owner-related Claims, or any of them, or of any subsequent or related matter arising out of the same set of facts. Nothing in this Agreement restricts in anyway the use by a Party of information or statements obtained other than in a manner pursuant to this Agreement. Any documents shared by any counsel or any Party in connection with the common interest effort shall be returned upon request to the counsel providing them and no copy shall be retained.

9. **Notice of Discovery Demands.** In the event a Party receives a request, including a subpoena, for the production of documents, which may include Common Interest Materials that the Party received pursuant to this Agreement, the recipient Party shall promptly notify the Party who provided the Common Interest Material called for by the request and shall give such Party copies of any writings or documents, including subpoenas, summons and the like, which relate to the attempt by the third party to obtain the information. Each Party to this Agreement shall use reasonable efforts to strongly defend any challenge to the assertion of the attorney/client privilege, the work product privilege, the joint defense doctrine, the common interest doctrine, and other privileges that exist or may exist as a result of this Agreement or the Parties' respective individual privileges.

10. **No Waivers.** This Agreement shall not create any agency or similar relationship among the Parties. No Party shall have authority to waive any applicable privilege, obligation or doctrine on behalf of any other Party; nor shall any waiver of an applicable privilege, obligation or doctrine by the conduct of any Party be construed to apply to any other Party. No Party will enter into a settlement with a third party that would require or result in the disclosure of Common Interest Material provided by any other Party.

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12. **Agreement Not to Use Exchanged Information.**

(a) The Parties agree that they shall not use any privileged information exchanged or obtained pursuant to this Agreement in any proceeding brought by one party against the other or wherein the respective interests of the parties are different from, inconsistent with, or adverse to one another.

(b) The Parties understand and acknowledge that any privileged information obtained or exchanged by the parties is not admissible in any proceeding brought by one party against the other or wherein the respective interests of the parties are different from, inconsistent with, or adverse to one another.

13. **Potential Conflict Waived.**

(a) No party to this Agreement shall claim or assert or support a contention that counsel for any party has a conflict of interest or should be disqualified from their representation of their respective clients in any claim, litigation, arbitration or dispute that exists or comes to exist relating to or arising out of any matter related to this Agreement. This provision specifically applies to any Party that withdraws from this Agreement.

(b) If a party withdraws from this Agreement, then that party shall not object to the continued representation of the remaining party by their respective counsel.

(c) Neither Party may use anything contained in this Agreement as a basis for seeking to disqualify any attorney from representing their client in the Project or any related proceedings.

(d) The Parties understand and acknowledge that either party may examine or cross-examine any representative from the other party who testifies in any proceeding arising out of the Project.

14. **Withdrawal.** Any Party to this Agreement may withdraw upon written notice to the other Parties, and this Agreement shall prospectively no longer apply to the withdrawing party; however, this Agreement shall continue to protect all Common Interest Materials disclosed by or to the withdrawing Party prior to that Party's withdrawal. Each Party to this Agreement has an affirmative duty to withdraw when, in good faith, it determines that it no longer has a commonality of interests, and to give prompt written notice of such withdrawal to the other Parties and their counsel. The withdrawing Party shall continue to be bound by this Agreement with regard to any continuing obligations described herein, to include the conflict of counsel waivers and any Common Interest Materials provided, disclosed, received, learned or obtained from the Party prior to withdrawal.

15. **Possible Conflicts.** Each counsel has fully advised his/her client that the client is represented only by its own attorneys in this matter; that while the attorneys representing the other Parties have a duty to preserve the confidence as disclosed pursuant to this Agreement,

they owe a duty of loyalty only to their own client and do not and will not have any attorney-client relationship with any other Party.

16. **Additional Parties.** Subcontractor understands, anticipates and agrees that Contractor may add additional individuals or entities to this Agreement and/or enter into a separate Agreement(s) in substantial conformity with this Agreement at a future time, and/or may have entered into such agreement already. All parties to all such agreements shall be advised immediately of all such other Parties.

17. **Successor Counsel.** This Agreement shall remain in effect and be binding upon successor counsel in accordance with its terms and may be terminated by successor counsel only in accordance with its terms.

18. **Enforcement.** The Parties agree that injunctive relief is the appropriate means to enforce this Agreement and stipulate that a violation of the Agreement would constitute irreparable harm.

19. **Effective Date.** This Agreement may be executed in counterparts, each of which shall constitute an integrated and enforceable whole.

20. **Choice of Law.** This Agreement shall be governed by the laws of the State of South Carolina without consideration of South Carolina's choice of law rules. Furthermore, the sole and exclusive location or venue of any mediation, arbitration and/or lawsuit between the parties to this Agreement shall be brought in the State Courts in Charleston, South Carolina before a Master in Equity or as otherwise provided by the Owner Agreement. Both Parties waive any right to a trial by jury.

21. **Modifications.** This Agreement cannot be modified except in writing signed by all Parties.

22. **Tolling Agreement**

22.1 Contractor and Subcontractors agree that with respect to any and all rights, duties, claims, and defenses, or potential rights, duties, claims and defenses arising from or in any way connected with the Subcontracts, Subcontractor Claims, Owner-related claims, and/or the Project (the "Claims"), all applicable statutes of limitation or repose, laches, contractual notice periods, or other time-related defenses (collectively, the "Timing Defenses") shall be tolled during the time period between the Effective Date of this Agreement and 11:59 p.m. local time in Charlotte, North Carolina on the earlier of the following dates (the "Tolling Termination Date"): (a) as to any withdrawing Party, one hundred eighty (180) calendar days after that Party gives written notice to the other Parties in accordance herewith that it is terminating the Tolling Period as to it, or (b) one hundred eighty (180) calendar days after Contractor's written notice to the signatories below via email and U.S. Mail as to resolution of the Lawsuit and/or Arbitration of Owner-related claims, whether by settlement, judgment, dismissal, or otherwise (the "Tolling Period"). The Tolling Period shall not be included as part of the time limiting the

commencement of an action or assertion of any Claims; and no Party shall plead, assert, or otherwise rely upon the Tolling Period in pleading or asserting any of the Timing Defenses to any Claims.

21.2 The Parties may extend the Tolling Period one or more times by written agreement(s) which is signed by the Parties and refers to this Tolling Agreement.

21.3 Except as expressly set forth herein, nothing in this Tolling Agreement shall be construed as a limitation upon or waiver of any potential Claims or defenses that any Party may have against any other entity or Party. Except as expressly set forth herein, the Parties expressly reserve any and all potential Claims and defenses that they had or may have had on the Effective Date.

21.4 This Tolling Agreement is not intended, and shall not be deemed, to revive any Claims that were barred by any of the Timing Defenses by virtue of the passage of time prior to the Effective Date of this Tolling Agreement, nor shall this Tolling Agreement preclude any Party from asserting any of the Timing Defenses on the basis of any period of time that lapses subsequent to the Tolling Termination Date provided such period of time does not include the Tolling Period.

23. **General Provisions.**

(a) This Agreement is not made or intended for the benefit of any third person or entity and shall not create or give to any third person or entity any right, claim, benefit, defense or cause of action against Contractor and/or Subcontractors.

(b) This Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Parties hereto, and each of them.

(c) This Agreement contains the entire agreement among the Parties hereto regarding the subjects discussed herein. No addition or modification of this Agreement shall be effective unless set forth in writing and signed by the Parties hereto.

(d) The terms and conditions of this Agreement are and shall remain strictly confidential. The Parties hereto shall not divulge such terms and conditions to any third party, unless such disclosure is required by law or reasonably necessary for the evaluation of Claims or representation of the disclosing Party in any dispute resolution proceeding relating to the Project or the Claims.

(e) This Agreement shall be deemed to have been jointly prepared by the Parties hereto. If any ambiguity or uncertainty is found to exist in the Agreement, said ambiguity or uncertainty shall not be construed against either party hereto, but shall be resolved according to the rules of interpretation of contracts.

(f) Except as expressly stated herein, nothing in the Agreement will be deemed a waiver of any of the Parties' respective rights and obligations under the Subcontract.

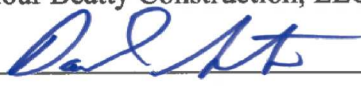
JOINDER TO THE JOINT PROSECUTION, DEFENSE AND TOLLING AGREEMENT**RECITALS**

- A. **WHEREAS**, Balfour Beatty Construction, LLC; Bernhard MCC, LLC, Precision Walls, Inc., Watson Electrical Construction Co., LLC, Old North State Masonry, LLC, Lithko Contracting, LLC, Premier Exteriors, LLC, Gulf Stream Construction Company, Inc. and Pleasant Places, Inc. entered into a Joint Prosecution, Defense and Tolling Agreement ("the Agreement"); and,
- B. **WHEREAS**, Paragraph 16 of the Agreement grants Balfour Beatty Construction, LLC authority to add additional individuals or entities to the Agreement; and,
- C. **WHEREAS**, Baker Roofing Company consents to be added as a party to the Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED as follow:

1. **JOINDER**. Pursuant to, and in accordance with, Paragraph 16 of the Agreement, Baker Roofing Company hereby acknowledges that it has received and reviewed a complete copy of the Agreement, attached hereto as Exhibit A, and agrees that upon execution of this Joinder Amendment, it shall become a "Party" and one of the "Subcontractors" to the Agreement and shall, with the others together, be "Parties" thereto fully bound by, and subject to, all of the covenants, terms and conditions of the Agreement, and shall enjoy any rights conferred therein, as though an original party thereto.

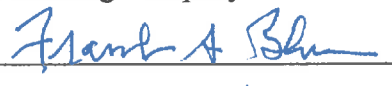
Balfour Beatty Construction, LLC

By: 

Its: Vice President Operations

Date: September 28, 2020

Baker Roofing Company

By: 

Its: Vice Chairman

Date: 29 September 2020

JOINDER TO THE JOINT PROSECUTION, DEFENSE AND TOLLING AGREEMENT**RECITALS**

- A. **WHEREAS**, Balfour Beatty Construction, LLC; Bernhard MCC, LLC, Precision Walls, Inc., Watson Electrical Construction Co., LLC, Lithko Contracting, LLC and Premier Exteriors, LLC entered into a Joint Prosecution, Defense and Tolling Agreement ("the Agreement"); and,
- B. **WHEREAS**, Paragraph 16 of the Agreement grants Balfour Beatty Construction, LLC authority to add additional individuals or entities to the Agreement; and,
- C. **WHEREAS**, 1st Choice Glass, LLC consents to be added as a party to the Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED as follow:

1. **JOINDER.** Pursuant to, and in accordance with, Paragraph 16 of the Agreement, 1st Choice Glass, LLC hereby acknowledges that it has received and reviewed a complete copy of the Agreement, attached hereto as Exhibit A, and agrees that upon execution of this Joinder Amendment, it shall become a "Party" to the Agreement and shall, with the others together, be "Parties" thereto fully bound by, and subject to, all of the covenants, terms and conditions of the Agreement, and shall enjoy any rights conferred therein, as though an original party thereto.

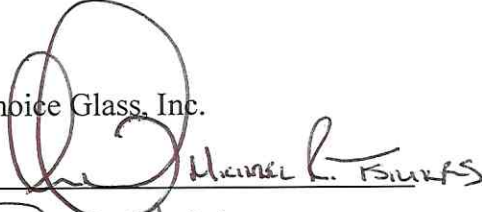
Balfour Beatty Construction, LLC

By: _____

Its: _____

Date: _____

1st Choice Glass, Inc.

By:  _____

Its: PRESIDENT/CEO _____

Date: MARCH 04, 2020 _____

Plaintiff Balfour Beatty's Trial Exhibit # 252

January 25, 2019

Mr. Jim Clements
Matrix Program Management
322 Prince St.
Gerogetown, SC 29440

RE: The Hotel at Marion Square – Consolidated Claim (Preliminary)

A. Introduction.

Balfour Beatty Construction, LLC (“Balfour Beatty”) together with certain of its subcontractors (collectively, the “Claimants”) submit the following consolidated claim for an extension of time and additional compensation for the delayed completion and additional direct costs resulting from delays, changes, impacts and disruptions, among other things (the “Claim”), caused by the Owner, its consultants, agents and representatives on the project known as the Marion Square Hotel in Charleston, South Carolina (the “Project”).

The Project is to be a signature, luxury hotel in the vision of Michael Bennett, principal of the Project’s Owner, Library Associates, LLC (the “Owner”), and when completed it will be just as described. Unfortunately however, the process of constructing the Hotel was made excessively more difficult because of a design that was inconsistent with the Owner’s vision, an Owner’s vision that changed and morphed many times over the course of the Project, an operator that was brought to the table long after construction had commenced, and more events, all of which resulted in material changes in the scope of work that greatly drove up the costs of construction and extended the time in which to complete the Project by much more than a year. Exacerbating these problems, the Owner often acted in a manner that was accusatory, confrontational and uncooperative by, among other things, refusing to pay for changes and delays, failing to make decisions and provide information in a reasonably prompt manner, abandoning provisions of the contract when they were unfavorable to the Owner’s position, and generally creating an unproductive atmosphere on the Project.

In spite of repeated representations made by Mr. Bennett that he intended to pay everyone for all the work that was done to complete the Project, in actuality the actions of Mr. Bennett and those who worked for him were wholly inconsistent with those representations. As a result, the Claimants have incurred substantial damages and unreimbursed costs for which a consolidated claim in the amount of \$22,452,282.51 (the “Claim Amount”) is being submitted. The Claim Amount is comprised of the components described below, and is based on a preliminary accounting of the costs that have been incurred through the noted dates; however, because work on the Project continues a final accounting of costs presentable to the Owner cannot be done. Once the work by Balfour Beatty and its subcontractors is completed a full accounting of those additional costs will be provided by supplement or amendment.

B. Entitlement.

From early in the job to the present day, the work of Balfour Beatty and its subcontractors was made much more difficult, costly and longer in duration as a result of errors, omissions, failures and breaches of the Owner or those for which the Owner is responsible. Examples of these matters are as follows:

1. The Owner’s failure to provide information or services required of the Owner with reasonable promptness.
2. Failure of the Owner to provide an Owner’s Representative who could make decisions promptly, bind the Owner and who could furnish information expeditiously so as to avoid delays and impacts to the Project, Balfour Beatty and its subcontractors.
3. Failure to timely and promptly pay undisputed amounts to Balfour Beatty.
4. The Owner’s decision to make significant changes to the character of the building while the Project was underway resulting in major changes to the layout of the building and systems in the building – all without adequate compensation to Balfour Beatty and its subcontractors. Two examples are: decisions by the Owner well after

construction had commenced to upscale the hotel to a higher luxury rating leading to changes in room layouts which drove major system changes and, the Owner's decision to wait to select a hotel operator which then lead to changes in the levels of finishes in guest rooms and public spaces to adjust to the operator's branding requirements. Additionally, there were continual design changes during construction that were seemingly made or proposed simply to address the Owner's consistently changing and shifting visions of what was wanted for the Project. Many changes were mandated by the Owner, and persons for whom the Owner is responsible, that resulted in significant cascading effects on other work that resulted in higher costs and delays. All of these design changes, and more, caused delay and additional cost for which Balfour Beatty and its subcontractors have not been compensated.

5. The Owner's interference and disruption with the Project as a result of countless instances where it communicated possible changes to the building and thereafter failed to promptly make decisions as to such proposed changes, many times abandoning the proposed changes after months of indecision - leading to, among other things, delays, disruptions, impacts, accelerations, and interference of Balfour Beatty and its subcontractors.
6. Failure to procure Builders' Risk insurance in accordance with the requirements of the Contract Documents and the Owner's failure and refusal to compensate Balfour Beatty for losses incurred which were covered by the Builders' Risk policy, or which should have been covered had the Owner procured a policy pursuant to the contract requirements.
7. Failure of the Owner and its consultants to provide Contract Documents that included all items necessary for the proper execution and completion of the work by Balfour Beatty and its subcontractors.
8. Failure of the Owner and its consultants to provide Contract Documents that were properly coordinated. The degree to which the design was uncoordinated together with the level of work, time, cost and effort that had to be expended in order to coordinate the design was unforeseeable. Part of the problem arose from the Owner's decision to change interior designers late in the process, and its decision to have the electrical lighting package provided by another consultant. Regardless, since Balfour Beatty was forced to spend so much time coordinating the structure because of the unexpected deficiency in design, the preparatory work that should have been occurring concurrently with the structure being erected was seriously impacted.
9. Failure of the Owner to either authorize or direct its design consultants to provide adequate, timely and sufficient additional services, including building information modeling ("BIM"), for the preconstruction and construction phases of the Project so as to address deficiencies in the design and the uncoordinated nature of the design. The Architect's BIM capabilities were fundamentally inadequate leading them to fail to keep pace with the coordination process and to be unable to provide information in workable formats or work with information provided in industry standard formats. There were at least two significant impacts from these deficiencies: the progress of construction caught up to the design coordination at the fifth floor which shut down and interrupted the construction of the concrete structure. Also, Balfour Beatty was prevented from executing a typical buyout, submittal and shop drawing process for the fit up of the building – which compressed that work and caused inefficiencies.
10. Failure of the Owner, its consultants, agents and representatives to timely furnish information and services required by Balfour Beatty and its subcontractors to efficiently construct the Project.
11. Failure of the Owner, its consultants, agents and representatives to render decisions promptly or timely provide approvals.
12. Repeated failures on the part of the Owner and its Owner's Representative, among others, to refrain from directly communicating with Balfour Beatty's employees and subcontractors rather than communicating with Balfour Beatty's authorized representative, all with the purpose of undermining Balfour Beatty's leadership on the Project and making the process of performing the work more difficult and costly.
13. Delays, disruptions and damage caused to the Project by the Owner's separate contractors resulting in Balfour Beatty and its subcontractors incurring additional costs and delays, including costs to repair resulting damage.

14. Failure of the design to conform with applicable laws, ordinances, codes, rules and regulations.
15. Failure of the Owner, its consultants and representatives to reasonably interpret and administer allowances set forth in the Contract Documents, including the refusal to execute change orders for costs exceeding allowance amounts and refusing to act reasonably and promptly in selecting materials and equipment covered by allowances.
16. Abandonment by the Owner of much, if not all, of the administrative provisions of the contract as well as the change order provisions which were drafted by the Owner and set forth in the Contract Documents.
17. Requiring Balfour Beatty and its subcontractors to provide work that went beyond what was depicted in the drawings or provided in the specifications – or reasonably inferable from those documents – all without the provision of additional compensation and extensions of time.
18. The Owner's abandonment of the contract provisions by selectively enforcing provisions only when the circumstances may have been favorable to the Owner.
19. Failure on the part of the Owner and its design consultants to reasonably, with impartiality (on the part of the Architect), to interpret and administer the Contract Documents.
20. Failure to extend the contract completion dates and compensate Balfour Beatty and the Claimants for delay costs and damages.

C. Damages.

As a result of the above described errors, omissions, failures and breaches of the Owner or those for which the Owner is responsible, Balfour Beatty and its subcontractors have incurred additional costs far in excess of what has been paid due to delays, disruptions, accelerations, impacts, interferences and extra work in the aggregate of \$22,452,282.51. The Claim Amount is comprised of the following components:

1. Additional GC costs incurred during the contract period	\$828,278.00
2. GC costs incurred during the extended period (through 1/21/19)	\$2,274,966.00
3. Subcontractor Claims	\$11,118,344.20
Subtotal Additional Costs	<u>\$14,221,588.20</u>
4. Subguard Markup on Additional Costs (1.25% per Agreement Art. 6.6.1)	\$177,769.85
5. General Liability (1.0% per GMP Art. 1.1.9)	\$142,215.88
6. Fee (2.5% per Agreement Art. 5.1.2)	\$355,539.71
Subtotal Additional Costs + Markups	<u>\$14,897,113.64</u>
7. Change Orders, RCOs, CCDs and pending changes (through OCO 20)	\$2,385,404.08
8. Contract Balance (through OCO 20)	\$1,526,582.75
9. Retention (through OCO 20)	\$3,460,943.04
10. Builder's Risk Claims	\$182,239.00
11. Interest	TBD
12. Claim costs and attorneys' fees	TBD
13. Total	<u>\$22,452,282.51</u>

D. Reservation.

This Claim by Balfour Beatty and its subcontractors is not intended to be the final claim or to include all elements and damages and is submitted as a preliminary claim while the work on the Project is still ongoing. Claimants reserve any and all rights

and remedies to which they are entitled under the Contract or applicable law and reserve the right to supplement, amend and/or revise any aspect of this Claim in the future based upon further analysis and evaluation.

E. Closing.

Balfour Beatty and its subcontractors wish to resolve this matter and these claims with the Owner, whether it be informally or through the dispute resolution process prescribed by the Contract Documents that were principally drafted by the Owner. Collectively, we are prepared to present to the Owner materials and information that substantiate the contentions described above, and the costs that have been claimed. The Owner has received a hotel that far exceeds what was shown on the drawings and described in the specifications, and the Owner should pay for the direct and indirect costs incurred to upgrade the hotel to a heightened vision, all to deliver this Project to the Owner for its use and the enjoyment of its guests.

Sincerely,

BALFOUR BEATTY CONSTRUCTION, LLC

By: 
David Simonton, V.P.

Cc:

Kim Brown, Library Associates, LLC
Thomas Ryan, Metropolitan Life Insurance Company
Jennifer Faulkinberry, Winford Lindsay Architect
Buck Lindsay, Winford Lindsay Architect

Plaintiff Balfour Beatty's Trial Exhibit # 253



Winford Lindsay Architect

344 West Pike Street, Lawrenceville, Georgia 30046

Voice: 770-963-8989

February 4, 2019

David Simonton
Balfour Beatty
306 Meeting Street, Suite 300
Charleston, SC 29401

Re: Bennett Hotel, Charleston SC
BBC's Consolidated Claims Letter, dated 25 January 2019

David,

We have received and reviewed the above referenced letter, claiming extra costs for BBC above the contract amount in the pursuit of the work for this project. Note that certain items in your claim are covered within the contract, and are not in debate. We have thoroughly analyzed the content of the letter. In the absence of any detail supporting the claim, we can draw no conclusion as to the legitimacy of the claim, except to say it appears to be grossly overstated. The owner disputes the claim. We have a duty to render an initial decision on this disputed claim within 10 days of receipt.

To exercise that duty, we request additional supporting data on the claim.

Please provide complete and verifiable detail substantiating each and every element of the claim. We must have specificity concerning detail of impact on contract time and amount that might be your basis of any component of the claim. You have a duty to reply to this response to your claim within 10 days, however, given the serious nature and complexity of the claim, in this case only, we extend that deadline to 30 days.

Relevant to the claim is the final determination of the date of Substantial Completion, as discussed by email from us to Nick Starcevic, which was replied to by you by your January 22, 2019 letter. There are specific requirements precedent to achieving Substantial Completion contained in the Contract and General Condition. Please extract a listing of all of those requirements and note your status with regard to each of those requirements. We will then evaluate that to consider whether or not BBC has reached Substantial Completion. As of this writing, BBC has not yet satisfied the requirements for Substantial Completion.

Sincerely,

Buck Lindsay, Architect

CC: Kim Brown, Jim Clements

ELECTRONICALLY FILED - 2023 May 12 5:59 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Plaintiff Balfour Beatty's Trial Exhibit # 260

AIA® Document G704™ – 2017

Certificate of Substantial Completion

PROJECT: (name and address)

Bennett Hotel
410 King Street
Charleston, SC 29403

CONTRACT INFORMATION:

Contract For: General Construction
Date: September 22, 2014

CERTIFICATE INFORMATION:

Certificate Number: 001
Date: February 15, 2019

OWNER: (name and address)

Library Associates, Inc.
C/O Bennett Hospitality
17 Lockwood Drive
Charleston, SC 29401

ARCHITECT: (name and address)

Winford Lindsay Architect.

344 West Pike Street
Lawrenceville, GA 30046

CONTRACTOR: (name and address)

Balfour Beatty Construction

1930 Camden Road
Charlotte, NC 28203

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.
(Identify the Work, or portion thereof, that is substantially complete.)

Winford Lindsay
Architect

ARCHITECT (Firm Name)


SIGNATURE

Winford V. Lindsay,
President

PRINTED NAME AND TITLE

February 15, 2019

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WARRANTIES ON PUNCH LIST WORK

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected.)

See attached punch lists.

22 PUNCH LISTS DATED BETWEEN 10-18-18 AND 2-17-19

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within (90) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$ Intentionally not completed.

See transmittal email for additional information on this topic.

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The above mentioned responsibilities all transfer from the Contractor to the Owner effective on the date of Substantial Completion.

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Balfour Beatty
Construction

CONTRACTOR (Firm Name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

Bennett Hospitality

OWNER (Firm Name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

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User Notes:

(3B9ADA58)

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SUMMARY OF PUNCH LISTS

1. 12-19-18 EXT.
2. 12-21-18 EXT.
3. 1-11-19 . 5 7-9-18 EXT.
4. 12-6-18 PUBLIC AREA
5. 11-26-18 9th Floor
6. 11-6-18 MICH
7. 10-26-18 STAIR
8. 12-18-18 FAB , 11-14-18
10. 11-28-18 BASEMENT
11. 8-24-18 BOH
12. 12-6-18 LIGHTING
13. 2-17-18 LIGHTING

14 8-16- - 9-10-18

- 15 11-20-18 GIL REINSPECT.
- 16 10/18 SALAMANDER
- 17 11-13 GR TAB
- 18 9-20-18 FIAT
- 19 11-30-18 FURN
- 20 11-30-18 DOORS
- 21 11-1-18 PUBLIC FINISH
- 22 10-25-18 COOK / BEDROOM

Plaintiff Balfour Beatty's Trial Exhibit # 264

April 26, 2019

CERTIFIED MAIL RETURN RECEIPT REQUESTED

Mr. Buck Lindsay
Winford Lindsay Architect
344 West Pike Street
Lawrenceville, Georgia 30046

Re: MSH-Bennett Hotel BBC Response to WLA Email Dated April 24, 2019 – Consolidated Claim

Dear Mr. Lindsay,

I am responding to your e-mail dated April 24, 2019 to our counsel, Tom Hildebrand, regarding Balfour Beatty's Consolidated Claim. Before receiving this e-mail, I'm not aware of Balfour Beatty having received a formal acceptance or rejection of the Claim, and we certainly didn't take a request for further information to be a rejection.

After furnishing four volumes of information in response to your request, no initial decision was provided; however, we are considering your e-mail dated April 24, 2019, to be your initial decision in writing rejecting the Claim.

Pursuant to Article 15.2.6.1 of the Contract, Balfour Beatty requests that the matter of the Consolidated Claim be referred to mediation.

Sincerely,

BALFOUR BEATTY CONSTRUCTION, LLC

By: 
David Simonton, V.P.

cc: Kim Brown-Library Associates, LLC
Jim Clements-Matrix Program Management

Plaintiff Balfour Beatty's Trial Exhibit # 329

	CONTRACT BALANCE						RCOs	DELAY DAMAGES	MISC. CLAIMS & INTEREST	SUMMARY JUDGEMENT			Total Amount
	Total	Open Payables	Open Contract Balance	OCOs	Retainage	Audit Deducts	RCOs	Delays	Total	Summary Judgment	Attorneys' Fees & Costs	Prejudgment Interest	Due
BALFOUR BEATTY CONSTRUCTION	272,423.74	191,088.78	-	82,124.79	612,952.17	(613,742.00)	1,019,127.49	3,889,189.52	443,145.89				5,623,886.64
LOW COUNTRY DOCUMENTATION SERV	-	-	-	-	-	-	-	-	-				-
OXBLUE CORPORATION	-	-	-	-	-	-	-	-	-				-
1ST CHOICE GLASS INC	144,948.74	36,694.34	(3,839.40)		112,093.80		25,196.00	-	41,985.62				212,130.36
AAA SOUTHERN STATES	13,513.75	-	8,143.75		5,370.00			-	3,405.49				16,919.24
ADVANCED CONCRETE CUTTING & CO	-	-	-	-	-	-	-	-	-				-
ALIMAK HEK RENTAL GROUP, LLC	3,000.00	-	3,000.00		-			-	756.01				3,756.01
A. RITZ INTERIORS INC	7,397.50	-	4,847.50		2,550.00			-	1,864.19				9,261.69
BAKER ROOFING COMPANY	65,267.27	-	11,695.00		53,572.27			-	16,447.49				81,714.76
BERNHARD MCC LLC	28,671.93	-	-		28,671.93		365,482.95	-	97,232.02				491,386.90
CAROLINA STONE SETTING CORPORA	-	-	-	-	-	-	-	-	-				-
CHESTER POOL SYSTEMS INC.	15,590.00	-	-	-	15,590.00			-	3,928.71				19,518.71
COOK & BOARDMAN GROUP LLC	-	-	-		-			-	-	257,651.39			257,651.39 SJ FULL
DAVID ALLEN CO INC	188,114.96	-	-	13,477.00	174,637.96		115,421.00	-	72,409.16				375,945.12
ELITE AWNINGS INC	12,000.00	-	12,000.00		-			-	3,024.02				15,024.02
FLOORING SERVICES INC.	-	-	-	-	-	-	-	-	-				-
FLOORING SERVICES LLC	37,364.90	9,196.41	17,115.75		11,052.74			-	9,416.03				46,780.93
FORTON COMPANY LLC	23,485.00	23,485.00	-		-			-	5,918.27				29,403.27
GULF STREAM CONSTRUCTION CO.,	-	-	-	-	-	-	-	-	-				-
HEEDE SOUTHEAST INC	13,474.00	-	13,474.00		-			-	3,395.48				16,869.48
LITHKO CONTRACTING INC	347,959.05	-	(27,105.08)		375,064.13		436,941.04	12,459.96	182,341.52				979,701.57
LOW COUNTRY CASE AND MILLWORK	15,813.00	-	-	15,813.00	-		67,233.63	-	18,450.50	369,333.25	95,326.41		566,156.79 SJ PARTIAL
MAXIM CRANE WORKS LP	-	-	-	-	-	-	-	-	-				-
MAXSON & ASSOCIATES INC	8,950.00	-	8,950.00		-			-	2,255.42				11,205.42
MCCALL BROTHERS INC	20,820.06	-	-		20,820.06			-	5,246.70				26,066.76
MCC MECHANICAL OF THE CAROLINA	-	-	-	-	-	-	-	-	-				-
MISCELLANEOUS STEEL INDUSTRIES	276,610.50	-	135,850.00		140,760.50		130,476.00	-	97,971.60				505,058.10
MURRAY SAND COMPANY INC	-	-	-	-	-	-	-	-	-				-
OLD NORTH STATE MASONRY LLC	-	-	-	-	-	-	-	1,097,717.07	-				1,097,717.07
OTIS ELEVATOR COMPANY	106,071.90	-	(57,485.00)	1,995.00	161,561.90			-	26,694.18				132,766.08
PALMETTO AUTOMATIC SPRINKLER C	66,369.38	19,554.19	-		46,815.19		49,355.67	-	27,417.21				143,142.26
PARKER MARINE CONTRACTING CORP	-	-	-	-	-	-	-	-	-				-
PARK PLUS INC	-	-	-	-	-	-	-	-	-				-
PENHALL COMPANY	-	-	-	-	-	-	-	-	-				-
PLEASANT PLACES INC	-	-	-	-	-	-	-	-	-				-
PRECISION WALLS INC	270,418.47	2,277.54	20,562.95	12,193.00	235,384.98		19,243.00	-	72,290.94				361,952.41
PREMIER EXTERIORS LLC	-	-	-	-	-		-	-	-	104,703.51	73,250.00		177,953.51 SJ FULL
R J KENNEY ASSOCIATES INC	1,993.79	-	1,993.79		-			-	502.44				2,496.23
ROBERT THOMAS	30,870.00	-	10,820.00	20,050.00	-			-	7,415.95				38,285.95
SBC GROUP LLC	227,109.74	-	116,311.18	61,617.42	49,181.14		34,040.87	-	63,707.45				324,858.06
SEAMON WHITESIDE & ASSOC. SURV	4,902.50	-	3,225.00		1,677.50			-	1,235.44				6,137.94
STRONG TOWER CONSTRUCTION LLC	-	-	-	-	-		18,401.65	-	3,986.37	82,859.21	65,332.38	16,367.53	186,947.14 SJ PARTIAL
SUNBELT RENTALS INC	2,219.91	-	2,219.91		-			-	559.42				2,779.33
SUPERIOR STONE OF THE SE INC	4,099.20	-	-		4,099.20			-	1,033.01				5,132.21
TATE ORNAMENTAL INC	65,967.41	-	20,038.61		45,928.80		18,194.70	-	20,565.46				104,727.57
TOM ROCHESTER & ASSOCIATES, IN	-	-	-	-	-	-	-	-	-				-
TRIMARK FOODCRAFT	72,066.63	-	16,496.55	5,842.90	49,727.18			-	18,160.94				90,227.57
WARCO CONSTRUCTION INC	67,966.00	-	-	67,966.00	-		7,283.00	-	17,473.60	157,268.04	73,705.28	31,630.30	355,326.22 SJ PARTIAL
WATERPROOFING SPECIALTIES INC	78,735.10	-	2,500.00		76,235.10			-	19,841.41				98,576.51
WATSON ELECTRICAL CONSTRUCTION	-	-	-	-	-		-	-	-	921,671.39	253,189.30	185,375.89	1,360,236.58 SJ FULL
WESTLEY CONTRACTING SERVICES L	79,961.58	-	31,650.00		48,311.58			-	20,150.48				100,112.06
WMC CUSTOM INC	-	-	-	-	-	-	-	-	-				-
WON-DOOR CORPORATION	9,620.50	-	(1,655.00)		11,275.50			-	2,424.39				12,044.89
WEIMAN	5,580.00			5,580.00				-	1,305.05				6,885.05
TOTAL	2,589,356.51	282,296.26	350,809.51	286,659.11	2,283,333.63	(613,742.00)	2,306,397.00	4,999,366.55	1,313,957.85	1,893,486.79	560,803.37	233,373.72	13,896,741.79

11,788,606.85
(101,283.54)

625 BMCC
50 Quantum
75 P-Walls
132 Gulf Stream
Tom Rochester

Add Audit as support

Plaintiff Balfour Beatty's Trial Exhibit # 352

	CONTRACT BALANCE						RCOs	DELAY DAMAGES	INTEREST				SUMMARY JUDGEMENT			Total Amount Due
	Total	Open Payables	Open Contract Balance	OCOs	Retainage	Audit Deducts	RCOs	Delays	Total	RCO Interest	OCO Interest	Interest on Contract & Ret.	Summary Judgment	Attorneys' Fees & Costs	Prejudgment Interest	
BALFOUR BEATTY CONSTRUCTION	374,915.84	272,922.41	9,605.73	82,124.79	624,004.91	(613,742.00)	1,019,127.49	3,889,189.52	472,466.68	220,774.98	19,750.94	231,940.76				5,755,699.53
LOW COUNTRY DOCUMENTATION SERV	-	-	-	-	-	-	-	-	-	-	-	-				-
OXBLUE CORPORATION	-	-	-	-	-	-	-	-	-	-	-	-				-
1ST CHOICE GLASS INC	71,965.03	-	-	-	71,965.03	-	25,196.00	-	23,870.84	5,458.24	-	18,412.59				121,031.87
AAA SOUTHERN STATES	13,513.75	-	8,143.75	-	5,370.00	-	-	-	3,457.56	-	-	3,457.56				16,971.31
ADVANCED CONCRETE CUTTING & CO	-	-	-	-	-	-	-	-	-	-	-	-				-
ALIMAK HEK RENTAL GROUP, LLC	3,000.00	-	3,000.00	-	-	-	-	-	767.56	-	-	767.56				3,767.56
A. RITZ INTERIORS INC	7,397.50	-	4,847.50	-	2,550.00	-	-	-	1,892.69	-	-	1,892.69				9,290.19
BAKER ROOFING COMPANY	65,267.27	-	11,695.00	-	53,572.27	-	-	-	16,698.94	-	-	16,698.94				81,966.21
BERNHARD MCC LLC	28,671.93	-	-	-	28,671.93	-	365,482.95	-	97,342.49	90,006.64	-	7,335.85				491,497.37
CAROLINA STONE SETTING CORPORA	-	-	-	-	-	-	-	-	-	-	-	-				-
CHESTER POOL SYSTEMS INC.	15,590.00	-	-	-	15,590.00	-	-	-	3,988.78	-	-	3,988.78				19,578.78
COOK & BOARDMAN GROUP LLC	359,709.39	359,709.39	-	-	-	-	-	-	-	-	-	-				359,709.39
DAVID ALLEN CO INC	188,114.96	-	-	13,477.00	174,637.96	-	115,421.00	-	73,081.99	25,003.81	3,396.23	44,681.95				376,617.95
ELITE AWNINGS INC	-	-	-	-	-	-	-	-	-	-	-	-				-
FLOORING SERVICES INC.	-	-	-	-	-	-	-	-	-	-	-	-				-
FLOORING SERVICES LLC	7,410.02	-	7,410.02	-	-	-	-	-	1,895.89	-	-	1,895.89				9,305.91
FORTON COMPANY LLC	23,485.00	23,485.00	-	-	-	-	-	-	6,008.75	-	-	6,008.75				29,493.75
GULF STREAM CONSTRUCTION CO.,	-	-	-	-	-	-	-	-	-	-	-	-				-
HEEDE SOUTHEAST INC	13,474.00	-	13,474.00	-	-	-	-	-	3,447.39	-	-	3,447.39				16,921.39
LITHKO CONTRACTING INC	375,064.13	-	-	-	375,064.13	-	436,941.04	12,459.96	190,617.06	94,655.13	-	95,961.93				1,015,082.19
LOW COUNTRY CASE AND MILLWORK	-	-	-	-	-	-	-	-	-	-	-	-	369,333.25	95,326.41		464,659.66
MAXIM CRANE WORKS LP	-	-	-	-	-	-	-	-	-	-	-	-				-
MAXSON & ASSOCIATES INC	8,950.00	-	8,950.00	-	-	-	-	-	2,289.90	-	-	2,289.90				11,239.90
MCCALL BROTHERS INC	20,820.06	-	-	-	20,820.06	-	-	-	5,326.91	-	-	5,326.91				26,146.97
MCC MECHANICAL OF THE CAROLINA	-	-	-	-	-	-	-	-	-	-	-	-				-
MISCELLANEOUS STEEL INDUSTRIES	276,610.50	-	135,850.00	-	140,760.50	-	130,476.00	-	99,037.29	28,265.19	-	70,772.10				506,123.79
MURRAY SAND COMPANY INC	-	-	-	-	-	-	-	-	-	-	-	-				-
OLD NORTH STATE MASONRY LLC	256,054.09	128,036.04	-	-	128,018.05	-	-	1,097,717.07	65,512.65	-	-	65,512.65				1,419,283.81
OTIS ELEVATOR COMPANY	82,125.20	-	-	1,995.00	80,130.20	-	-	-	20,968.28	-	466.59	20,501.69				103,093.48
PALMETTO AUTOMATIC SPRINKLER C	68,445.81	-	21,630.62	-	46,815.19	-	-	-	0.00	-	-	0.00				68,445.81
PARKER MARINE CONTRACTING CORP	-	-	-	-	-	-	-	-	-	-	-	-				-
PARK PLUS INC	-	-	-	-	-	-	-	-	-	-	-	-				-
PENHALL COMPANY	-	-	-	-	-	-	-	-	-	-	-	-				-
PLEASANT PLACES INC	-	-	-	-	-	-	-	-	-	-	-	-				-
PRECISION WALLS INC	269,480.47	2,277.54	19,624.95	12,193.00	235,384.98	-	19,243.00	-	73,045.81	4,168.64	3,048.96	65,828.21				361,769.28
PREMIER EXTERIORS LLC	-	-	-	-	-	-	-	-	-	-	-	-	104,703.51	73,250.00		177,953.51
R J KENNEY ASSOCIATES INC	1,993.79	-	1,993.79	-	-	-	-	-	510.12	-	-	510.12				2,503.91
ROBERT THOMAS	30,870.00	-	10,820.00	20,050.00	-	-	-	-	7,457.64	-	4,689.29	2,768.35				38,327.64
SBC GROUP LLC	165,492.32	-	116,311.18	-	49,181.14	-	9,507.68	-	-	-	-	-				175,000.00
SEAMON WHITESIDE & ASSOC. SURV	4,902.50	-	3,225.00	-	1,677.50	-	-	-	1,254.33	-	-	1,254.33				6,156.83
STRONG TOWER CONSTRUCTION LLC	-	-	-	-	-	-	18,401.65	-	3,986.37	3,986.37	-	-	82,859.21	65,332.38	16,367.53	186,947.14
SUNBELT RENTALS INC	2,219.91	-	2,219.91	-	-	-	-	-	567.97	-	-	567.97				2,787.88
SUPERIOR STONE OF THE SE INC	4,099.20	-	-	-	4,099.20	-	-	-	1,048.80	-	-	1,048.80				5,148.00
TATE ORNAMENTAL INC	52,453.80	-	6,525.00	-	45,928.80	-	18,194.70	-	17,362.09	3,941.54	-	13,420.55				88,010.59
TOM ROCHESTER & ASSOCIATES, IN	-	-	-	-	-	-	-	-	-	-	-	-				-
TRIMARK FOODCRAFT	72,066.63	-	16,496.55	5,842.90	49,727.18	-	-	-	18,416.08	-	1,472.42	16,943.65				90,482.71
WARCO CONSTRUCTION INC	-	-	-	-	-	-	-	-	-	-	-	-	157,268.04	73,705.28	31,630.30	262,603.62
WATERPROOFING SPECIALTIES INC	78,735.10	-	2,500.00	-	76,235.10	-	-	-	20,144.75	-	-	20,144.75				98,879.85
WATSON ELECTRICAL CONSTRUCTION	-	-	-	-	-	-	-	-	-	-	-	-	713,482.66	253,189.30	143,331.76	1,110,003.72
WESTLEY CONTRACTING SERVICES L	79,961.58	-	31,650.00	-	48,311.58	-	-	-	20,458.55	-	-	20,458.55				100,420.13
WMC CUSTOM INC	-	-	-	-	-	-	-	-	-	-	-	-				-
WON-DOOR CORPORATION	9,620.50	-	(1,655.00)	-	11,275.50	-	-	-	2,461.45	-	-	2,461.45				12,081.95
WEIMAN	5,580.00	-	-	5,580.00	-	-	-	-	1,305.05	-	1,305.05	-				6,885.05
TOTAL	3,038,060.28	786,430.38	434,318.00	141,262.69	2,289,791.21	(613,742.00)	2,157,991.51	4,999,366.55	1,256,690.64	476,260.54	34,129.48	746,300.62	1,427,646.67	560,803.37	191,329.59	13,631,888.60

DEFENDANT LIBRARY ASSOCIATES, LLC

TRIAL EXHIBIT #2

Part 1 of 2

Marion Sq Pay App #35



APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

OWNER
LIBRARY ASSOCIATES, LLC.
17 Lockwood Drive, Suite 400
Charleston, SC 29401

CONTRACTOR
ADDRESS
Balfour Beatty Construction, LLC
1930 Camden Rd
Charlotte, NC 28203

CONTRACT
THE HOTEL AT MARION SQUARE
(Project #13026000)

THE HOTEL AT MARION SQUARE
404 KING STREET
CHARLESTON, SC 29403

WINFORD LINDSAY ARCHITECT
344 West Pike Street
Lawrenceville, GA 30046
770-407-5796

APPLICATION 35
PERIOD FROM 02/01/2018
PERIOD TO 02/28/2018

DISTRIBUTION TO:
☒ OWNER
☒ CONTRACTOR
☒ ARCHITECT
☐ ENGINEERS

VENDOR #:
ARCHITECT'S
PROJECT NO

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

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL \$			4,760,922.87
Approved this Month			
No.	Date Approved		
TOTALS \$			4,760,922.87

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: Balfour Beatty Construction, LLC.

By: M. Beatty Date: 3/5/18

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Application is made for Payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703.

1. ORIGINAL CONTRACT SUM	\$	59,344,747.00
2. Net change by Change Orders	\$	4,760,922.87
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	64,105,669.87
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	56,220,972.30
5. RETAINAGE:		
a. 10 % of Completed Work	\$	4,894,291.50
b. 10 % of Stored Materials	\$	8,820.70
Total Retainage (Line 5a + 5b or Total in Column J of G703)	\$	4,903,112.20
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	51,317,860.10
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	50,458,618.59
8. CURRENT PAYMENT DUE	\$	859,241.51
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	12,787,809.77

State of: South Carolina County of: Charleston

Subscribed and sworn to before me this 5 day of March, 2018

Notary Public: B. Beatty

My commission expires: 1-8-2023

AMOUNT CERTIFIED
\$ 859,241.51

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

ARCHITECT: WINFORD LINDSAY ARCHITECT

By: Winford Lindsay Date: 3.6.18

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

LINE	A	B	C				D	E	F	G	H	I	J
		WORK DESCRIPTION	ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	STORED MATERIALS	COMPLETE AND STORED TO DATE (D + F)	% COMPLETE (H/C3)	BALANCE TO FINISH (C3 - G)	RETAINAGE
1	GOA'S	GENERAL CONDITIONALS (28 months)	3,216,655.00	-	-	3,216,655.00	3,216,655.00	-	-	3,216,655.00	100.0%	-	321,665.50
2		SUBCONTRACTS: COST OF WORK	-	-	-	-	-	-	-	-	-	-	-
3	GENERAL		-	-	-	-	-	-	-	-	-	-	-
4	GOA	STAGING AND LOGISTICS	821,674.00	-	-	821,674.00	821,674.00	1,879.09	-	811,323.80	98.8%	6,790.20	81,132.36
5	GOA	GENERAL TRADES	975,833.00	-	-	975,833.00	241,807.81	65,847.96	-	307,655.79	35.1%	664,177.21	30,765.52
6	GOA	STEELWORK	1,632,494.00	-	(116,766.06)	1,515,727.95	1,422,873.30	-	-	1,422,873.30	88.1%	191,854.55	150,864.13
7	GOA	LANDSCAPE & POPULATION	317,210.00	-	-	317,210.00	138,401.44	23,040.69	-	150,441.44	50.2%	157,874.56	15,944.14
8	GOA	SITE DEMOLITION ALLOWANCE	80,000.00	-	-	80,000.00	57,509.27	-	-	57,509.27	71.9%	22,490.73	5,760.93
9	STRUCTURE		-	-	-	-	-	-	-	-	-	-	-
10	GOA	DEEP FOUNDATIONS	2,228,814.99	-	-	2,228,814.00	1,770,276.00	-	-	1,770,276.00	79.5%	350,336.20	350,336.20
11	GOA	CAST-IN-PLACE CONCRETE	7,317,899.99	-	-	7,317,899.99	7,501,262.93	-	-	7,501,262.93	103.1%	-	375,064.11
12	GOA	MASONRY, CMU & CAST STONE	132,634.20	-	-	132,634.20	2,445,769.14	-	-	2,445,769.14	84.8%	82,230.08	82,230.08
13	GOA	MISC. METALS	2,474,155.00	-	-	2,474,155.00	1,756,832.51	-	-	1,756,832.51	71.1%	375,454.48	175,524.27
14	GOA	ROOFING	825,692.00	-	-	825,692.00	870,608.58	-	-	870,608.58	97.8%	13,256.42	87,960.89
15	GOA	WATERPROOFING/CAULKING	742,800.00	-	-	742,800.00	771,847.71	-	-	771,847.71	98.1%	14,867.88	77,724.27
16	GOA	STUCCO	913,036.00	-	-	913,036.00	1,382,389.19	-	-	1,382,389.19	97.4%	32,852.81	432,239.27
17	GOA	WIREPROOFING	7,540.00	-	-	7,540.00	-	-	-	-	0.0%	7,540.00	-
18	GOA	GLASS (Ropes, Jambos, Painted Steel, Sash, etc.)	1,263,597.00	-	-	1,263,597.00	822,015.84	82,442.94	-	911,189.88	71.0%	374,417.18	81,151.99
19	GOA	INTERIOR GLAZING	1,154,577.60	-	-	1,154,577.60	2,078,495.53	-	-	2,078,495.53	80.7%	207,679.47	203,640.58
20	GOA	WINDOWS	180,181.00	-	-	180,181.00	-	-	-	-	0.0%	180,181.00	-
21	GOA	WIREWORK	350,000.00	-	-	350,000.00	65,989.30	-	-	65,989.30	85.9%	1,481.00	8,344.92
22	GOA	INTERIOR CAST STONE	211,677.00	-	-	211,677.00	244,712.26	-	-	244,712.26	99.2%	1,065.14	24,371.33
23	GOA	INTERIOR ORNAMENTAL METALS	1,658,746.00	-	-	1,658,746.00	982,205.63	-	-	982,205.63	59.3%	278,781.18	84,680.00
24	GOA	WOODWORK	328,632.00	-	-	328,632.00	113,367.00	-	-	113,367.00	60.8%	115,367.00	1,999.60
25	GOA	DOORS, FRAMES, AND HARDWARE	43,855.00	-	-	43,855.00	19,586.00	-	-	19,586.00	15.0%	115,367.00	1,999.60
26	GOA	SPECIAL DOORS	624,000.00	-	-	624,000.00	2,297,843.69	-	-	2,297,843.69	86.1%	23,996.30	426,544.27
27	GOA	SMOKE CONTAINMENT BARRIER	3,717,085.00	-	-	3,717,085.00	41,520.00	-	-	41,520.00	7.0%	547,992.00	4,152.00
28	GOA	METAL STUD PARTITION & DRYWALL	634,331.00	-	-	634,331.00	76,898.50	-	-	76,898.50	42.1%	8,367.50	7,644.95
29	GOA	SPECIAL LIES	487,751.00	-	-	487,751.00	400,802.20	-	-	400,802.20	83.4%	8,156.80	40,960.22
30	GOA	CEILING PARTITIONS	487,751.00	-	-	487,751.00	957,656.97	-	-	957,656.97	87.1%	127,216.03	85,765.71
31	GOA	EQUIPMENT (PARKING LIFTS)	385,864.00	-	-	385,864.00	287,580.00	-	-	287,580.00	92.2%	24,240.00	38,740.00
32	GOA	KITCHEN EQUIPMENT	1,478,219.00	-	-	1,478,219.00	1,430,354.00	-	-	1,430,354.00	88.8%	185,265.07	143,035.40
33	GOA	ELEVATORS	15,000.00	-	-	15,000.00	-	-	-	-	0.0%	15,000.00	-
34	GOA	WHEEL CHAIRLIFT	-	-	-	-	-	-	-	-	-	-	-
35	MEP		-	-	-	-	-	-	-	-	-	-	-
36	MEP	PLUMBING	8,018,142.00	-	589,200.06	8,607,342.06	8,537,882.28	6,467.32	-	8,544,349.60	99.3%	53,562.20	954,341.98
37	MEP	ELECTRICAL	466,320.00	-	466,320.00	466,320.00	444,455.00	-	-	444,455.00	95.2%	22,415.00	44,442.50
38	MEP	MECHANICAL	1,903,732.00	-	466,396.65	2,370,128.65	2,370,128.65	-	-	2,370,128.65	99.9%	4,568.02	622,563.95
39	FINISHES		-	-	-	-	-	-	-	-	-	-	-
40	GOA	FINISH CARPENTRY & CUSTOM MILLWORK	2,105,485.00	-	448,030.00	2,553,415.00	1,631,616.00	-	-	1,631,616.00	71.6%	278,453.00	182,797.80
41	GOA	FLOORING	777,487.50	-	-	777,487.50	119,245.00	-	-	119,245.00	5.5%	357,544.00	37,701.20
42	GOA	PARTITIONS & WALL COVER	619,411.00	-	211,419.00	830,830.00	576,064.90	-	-	576,064.90	76.1%	192,637.00	93,835.80
43	GOA	STONE & HARD TILE	3,645,850.00	-	-	3,645,850.00	3,338,028.00	-	-	3,338,028.00	97.9%	11,953.85	388,742.22
44	GOA	GOA 1, RCO 4, RCO 5, RCO 6, RCO 8, RCO 10, RCO 12	-	-	374,833.15	374,833.15	274,953.15	-	-	274,953.15	80.0%	15,944.14	15,944.14
45	GOA	GOA 1, RCO 7, RCO 15, RCO 32	-	-	80,281.75	80,281.75	80,281.75	-	-	80,281.75	100.0%	-	-
46	GOA	GOA 14, RCO 27R1, RCO 28R1, RCO 28R1	-	-	1,044,791.54	1,044,791.54	1,044,791.54	-	-	1,044,791.54	100.0%	-	-
47	GOA	GOA 22, RCO 24, RCO 33, RCO 47, RCO 48, RCO 4											

A LINE	B WORK DESCRIPTION	C COMMITMENT VALUES			D FROM PREVIOUS APPLICATION	E WORK COMPLETED THIS PERIOD	F STORED MATERIALS	G TOTAL COMPLETE AND STORED TO DATE (D + E)	H % COMPLETE (G/C3)	I BALANCE TO FINISH (C3 - G)	J RETAINAGE
		ORIGINAL AMOUNT -1-	CHANGE ORDERS	BUDGET TRANSFERS -2-							
60	CONSTRUCTION CONTINGENCY (2.25%)	1,060,658.00	-	(14,432.40)	1,046,225.60	-	-	-	0.0%	1,046,225.60	-
61	SPECIALTY SPACE SUPERVISION - NEM	100,000.00	-	-	100,000.00	-	-	-	0.0%	100,000.00	-
62	GENERAL LIABILITY INSURANCE (1%)	595,200.00	40,255.98	-	640,420.29	4,212.69	-	644,632.98	100.0%	-	-
63	GUARDIAN (1.25%)	870,160.00	81,543.87	-	728,640.59	5,043.34	-	733,703.93	100.0%	-	-
	SUBTOTAL	58,578,044.00	4,837,822.46	(0.00)	63,415,866.46	244,262.95	88,207.00	64,300,069.41	97.3%	7,848,745.03	4,784,987.23
64	FEE (0.5%)	1,465,902.00	123,300.21	-	1,589,202.21	31,109.15	-	1,620,311.36	87.7%	191,952.54	136,174.87
	TOTAL CONSTRUCTION COST	60,043,946.00	4,961,122.67	(0.00)	65,005,068.67	275,372.10	88,207.00	65,890,270.77	87.3%	8,040,697.57	4,921,162.10
65	PRECONSTRUCTION FEE	66,778.00	-	-	66,778.00	-	-	66,778.00	100.0%	-	-
	TOTAL COST WITH PRECON	60,110,724.00	4,961,122.67	(0.00)	65,071,846.67	275,372.10	88,207.00	66,347,418.77	87.2%	8,134,897.57	4,921,162.10
66	BUYOUT REDUCTION CONTRIBUTION	(250,000.00)	-	-	(250,000.00)	-	-	-	0.0%	(250,000.00)	-
	GRAND TOTAL	59,860,724.00	4,961,122.67	(0.00)	64,821,846.67	275,372.10	88,207.00	65,097,018.77	87.2%	7,884,897.57	4,921,162.10

**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 \$859,241.51 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, 181, 182, 183, 184, 185, 186, 187, 188, 189R1, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 228, 229.

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 28 day of February 2018, excluding the items identified herein above, if any.

The current Contract Sum is: \$ 64,105,669.87

The cumulative amount paid to Contractor to date is: \$ 49,307,750.20

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 5 day of March, 2018

Signed, sealed and delivered
in the presence of:

Balfour Beatty Construction, LLC
a Delaware limited liability company

Signature

Signature

Print Name

ALAN DOOLEY ASSISTANT PROJECT MANAGER
Print Name & Title

STATE OF SC

COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 5 day of March, 2018 by Alan Michael Dooley of Balfour Beatty Construction a Delaware limited liability company, on behalf of the company. He/she is personally known to me or has produced Photo (type of 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:	3/1/2018
PROJECT NAME:	The Hotel at Marion Square	DRAW #	35
GENERAL CONTRACTOR	Balfour Beatty Construction, LLC	PERIOD ENDING DATE:	2/28/2018

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	\$48,500.00	\$33,500.00	\$0.00	\$82,000.00	\$8,200.00
	Electrical	N. Charleston, SC	Watson Elect	\$100,937.00	\$0.00	\$12,000.00	\$88,937.00	\$8,893.70
	Millwork (Guestrooms)	Ladson, SC	Low Country	\$70,436.00	\$16,023.00	\$12,737.00	\$73,632.00	\$7,363.20
	Millwork (L1, L2, L9)	Ladson, SC	Low Country	\$43,737.00	\$38,684.00	\$10,809.00	\$71,612.00	\$7,161.20
	Hard Tile	Lexington, SC	David Allen	\$165,154.00	\$0.00	\$0.00	\$165,154.00	\$16,515.40
	Kitchen Equipment	Winston Salem, NC	Trimark	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Windows	York, PA	1 st Choice Glass	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	HVAC / Plumbing	Florence, SC	BMCC	\$102,948.49	\$0.00	\$0.00	\$102,948.49	\$10,294.85
	Smoke Guards	Pineville, NC	Maxson	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Arristile	Charlotte, NC	Superior Stone	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Landscape	Mt. Pleasant, SC	Pleasant Places	\$39,883.25	\$0.00	\$0.00	\$39,883.25	\$3,988.33
	TOTALS			\$648,855.49	\$88,207.00	\$35,546.00	\$701,516.49	\$70,151.65

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.
8. Hurricane Matthew Delay	Submitted amended claim on 5/26/17 and response to arch on 12/22/17.
9. Hurricane Matthew Emergency Prep Cost Notice	Submitted – No response received
10. Notification of Delay – Guestroom Plumbing Fixtures	Closed – No extension granted
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
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 and Claim submitted, remains open.
17. Notice of Delay – South Patio	Notice Submitted, owner Redesignated Patio, scope still unknown.
18. Notice of Delay – Wood Flooring Selection	Pending Submission. BBC compiling impact and lead times.
19. Notice of Delay and Cost Impact – Rooftop Cabanas	Notice Submitted, Owner Redesignated Casework, BBC to reconcile impact.

Balfour Beatty Construction

Request for Payment

Line Item 5

Pay Request # PE09
Work Performed Through: 02/28/18

Subcontractor's Name **Sunbelt Rentals**
Subcontractor's Address **PO Box 409211**
Atlanta GA 30384-9211
Phone Number **815-248-6080**
Fax Number

Project Name: **Hotel at Marion Square** Job No.: **13026400** Date: **02/19/18**
Owner: **Library & Associates**

Description of Work:	Rental Equipment
Original Contract Amount	\$19,399.36
Change Order Total	\$89,564.50
Through C/O #, 0	
Total Revised Contract	\$108,963.86
Previous Work Performed to Date(SSR)	\$107,287.77
Value of Materials Stored On Site	\$0.00
Value of Materials Stored Off Site	\$0.00
Current Month Gross	\$1,676.09
New Work Performed to Date	\$108,963.86
Less 0 % Retainage	\$0.00
Amount Earned to Date	\$108,963.86
Less Previous Net Billings	\$107,287.77
Less Adjustments/Joint Checks	\$0.00
Less Pending Back Charges	\$0.00
Total Amount this Requisition	\$1,676.09

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 ☐ Finaled
Insurance Expiration Date 09/30/18

Release Attached ☐ Y ☐ N
Tier/Supplier Release ☐ Y ☐ N
if Required ☐ Y ☐ N
Reducing Retention ☐ Y ☐ N

If reducing retainage, reducing From ☐ To ☒
Consent of Surety for retention ☐ Y ☐ N
reduction if bonded ☐ Y ☐ N
New materials stored off site ☐ Y ☐ N
If yes, attach stored materials checklist ☐ Y ☐ N

Final Payment ☐ Y ☒ N
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	
02/28/18	13026400 - PE09	13026400 . PE# PE09 . 180228	
Gross Amount	Retainage Amt	Net Amount	
\$1,676.09	\$03.60	\$1,678.09	
Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400 30180500 35	NO
Halt Codes: 03- Cond Prog			
App:vals: PM / Date CA 02/19/18 PA / Date APA / Date			

ELECTRONICALLY FILED - 2023 May 15 2:34 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

EXHIBIT A

Sunbelt Rentals

Marion Square

JOB#: 13026400

CONTRACT#: 564283

PAY APP#: 0

February 28, 2018

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	6959746-0002	\$ 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		
10/26/2017	72900732-0002	\$ 1,567.29		
11/4/2017	69599520-0006	\$ 1,791.47		
11/13/2017	69810419-0006	\$ 5,658.93		
11/20/2017	74149411-002	\$ 716.16		
12/2/2017	69599520-0007	\$ 1,791.47		
11/29/2017	69810419-0007	\$ 1,777.26		
1/4/2018	74171580-0002	\$ 1,312.58		
12/16/2017	74496160-0001	\$ 2,250.24		
12/28/2017	74496160-0002	\$ 241.18		
12/30/2017	69599520-0008	\$ 1,791.47		
12/8/2017	74171580-0001	\$ 1,433.57		
1/13/2018	75196740-0001	\$ 1,738.42		
1/23/2018	69599520-0009	\$ 1,740.15		
2/1/2018	74171580-0003		\$ 1,312.58	
2/9/2018	74171580-0004		\$ 363.51	
		\$ 107,287.77	\$ 1,676.09	

**SUNBELT
RENTALS**

SEND ALL PAYMENTS TO:

SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211INVOICE NO. 74171580-0003
ACCOUNT NO. 187039
INVOICE DATE 2/01/18

PAGE 1 of 1

CONTRACT NO

74171580

INVOICE TO



1oz-830-1002

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

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	300-399K BTU LP/NG DIRECT FIRE HEATER 955703 Make: MI-T-M Model: MH0375LM10 Ser #: G161004249	85.00	85.00	225.00	555.00	555.00
1	300-399K BTU LP/NG DIRECT FIRE HEATER 955702 Make: MI-T-M Model: MH0375LM10 Ser #: G161004231	85.00	85.00	225.00	555.00	555.00
2	100LB PROPANE CYLINDER LIQUID	5.00	5.00	8.00	26.00	52.00
Rental Sub-total:						1162.00

SALES ITEMS:

Qty	Item number	Unit	Price	
1	SCHERS3	EA	29.060	29.06
	SC 2.5% HEAVY EQUIP. RENTAL SURCHARGE			
1	ENVIRONMENTAL	EA	15.540	15.54
	ENVIRONMENTAL			
BILLED FOR FOUR WEEKS 1/10/18 THRU 2/06/18.				

Batch # 2638876

Doc # 1624149

Paid 2/12/18

Payment number: 244717

Vendor #	118532	PA	CA	2/12/18
Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount	
13026400	4203 S	10142200	\$ 1,312.58	
			\$	
MGR APPROVAL	LESS Retainage Withheld		\$	
	Net		\$	

Equipment. Service. Guaranteed.

EMIT TO:

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

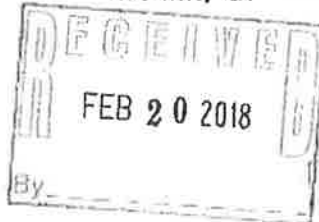
NET DUE UPON RECEIPT

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

SUBTOTAL	1,206.60
SALES TAX	105.98
INVOICE TOTAL	1,312.58



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



INVOICE NO.	74171580-0004
ACCOUNT NO.	187039
INVOICE DATE	2/09/18

PAGE 1 of 1

INVOICE TO

1az-894-1081



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

74171580

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	300-399K BTU LP/NG DIRECT FIRE HEATER 955703 Make: MI-T-M Model: MH0375LM10 Ser #: G161004249 Billed from 2/07/18 thru 2/08/18	85.00	85.00	225.00	555.00	170.00

Rental Sub-total: 170.00

SALES ITEMS:

Qty	Item number	Unit	Price	Amount
1	SCHERS3	EA	4.250	4.25
1	SC 2.5% HEAVY EQUIP. RENTAL SURCHARGE	EA	3.600	3.60
24	ENVIRONMENTAL ENVIRONMENTAL	GA	6.500	156.00

Billing period: 2/07/18 08:00 AM THRU 2/08/18 10:00 AM.

Vendor #	118532	PA	CA	2/23/18			
Bus. unit/Job#	13026000	Cost Type/ object acct	42095	Cost Code/ subsidiary	1642200	Amount	\$ 363.51
						\$	
MGR APPROVAL						LESS Retainage Withheld	\$
						Net Amount Due	\$

Equipment. Service. Guaranteed.

EMAIL TO:

UNBELT 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	333.85
SALES TAX	29.66
INVOICE TOTAL	363.51

ADDITIONAL RETURN

Supp. R. 2548

ELECTRONICALLY FILED - 2023 May 15 2:34 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Line Item Co

ELECTRONICALLY FILED - 2023 May 15 2:34 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Request for Payment

Pay Request # 6
Work Performed Through: 02/28/18

Subcontractor's Name Westley Contract Services, LLC
Subcontractor's Address 8175 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
Owner: Library Associates, LLC

Date: 02/23/18

Description of Work: FFE

Original Contract Amount	<u>\$337,475.00</u>
Change Order Total	<u>\$59,491.00</u>
Through C/O #: <u>0</u>	
Total Revised Contract	<u>\$375,466.00</u>
Previous Work Performed to Date(SSR)	<u>\$193,212.25</u>
Value of Materials Stored On Site	<u>\$0.00</u>
Value of Materials Stored Off Site	<u>\$0.00</u>
Current Month Gross	<u>\$65,847.98</u>
New Work Performed to Date	<u>\$259,060.23</u>
Less % Retainage	<u>\$25,906.02</u>
Amount Earned to Date	<u>\$233,154.21</u>
Less Previous Net Billings	<u>\$174,814.25</u>
Less Adjustments/Joint Checks	<u>\$0.00</u>
Less Pending Back Charges	<u>\$0.00</u>
Total Amount this Requisition	<u>\$58,339.96</u>

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 Finalized
Insurance Expiration Date 07/01/18

Release Attached Y ☐ N ☐
Tier/Supplier Release Y ☐ N ☐
If Required
Reducing Retention Y ☐ N ☐

If reducing retainage, reducing From ☐ To ☒
Consent of Surety for retention Y ☐ N ☐
reduction If bonded
New materials stored off site Y ☐ N ☒
If yes, attach stored materials checklist

Final Payment Y ☐ N ☒
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	
02/28/18	13026400 - 06	13026400 . PE# 06 . 18.02	
Gross Amount	Retainage Amt	Net Amount	
\$65,847.98	\$6,584.80	\$58,339.96	
Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400 5120001 40	NO
Hall Codes: 02- OWNER FUNDING PM APP Owner Waiver-needed revised Change Orders-?			

Approvals: PM / Date PA / Date APA / Date

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

TO (Contractor):
BALFOUR BEATTY CONSTRUCTION, LLC
1930 Camden Road, Suite 280
Charlotte, NC 28203

PROJECT:
Hotel at Marion Square

DISTRIBUTION TO

OWNER
☒ CONTRACTOR
☐ ARCHITECT
☐ TRADE CONTRACTOR

FROM (TRADE CONTRACTOR):
Westley Contract Services
6175 Northbelt Parkway A-1
Norcross, Ga 30071

ARCHITECTS
PROJECTS NO:

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		DEDUCTIONS
Change Orders approved by Owner	ADDITIONS	
previous months by Owner		
TOTAL	\$62,091.00	
Approved this Month		
No. Date Approved		
8	23,347.98	
TOTALS	23,347.98	\$0.00
Net change by Change Orders:		\$85,438.98

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

Date 2/20/2018

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

1. ORIGINAL CONTRACT SUM	\$	337,475.00
2. Net change by Change Orders	\$	85,438.98
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	422,913.98
4. TOTAL COMPLETED & STORED TO DATE (Column G)	\$	193,212.25

5. RETAINAGE:	
a. 10% of Completed Work (Column D + E)	\$ 24,982.80
b. 10% of Stored Material (Column F)	\$ 50.00

Total Retainage (Line 5a - 5b or Total in Column I)	\$	24,982.80
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	168,229.45

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	174,814.25
8. CURRENT PAYMENT DUE (Line 6 minus Line 7)	\$	65,847.98
9. BALANCE TO FINISH PLUS RETAINAGE (Line 3 less Line 6)	\$	254,684.53

State of Georgia
Notary Public
My commission expires 2/20/2018

AMOUNT CERTIFIED \$ 55,847.98
(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.

DATE: 14 Feb 2018

DESCRIPTION OF WORK	SCHEDULED VALUE OF WORK	WORK COMPLETED			PERCENTAGE COMPLETED TO DATE	BALANCE TO FINISH	RETAINAGE TO DATE
		PREVIOUS APPLICATIONS	THIS APPLICATION Number SIX	Total Completed To Date			
Warehousing	\$117,000.00	\$87,750.00	\$5,850.00	\$93,600.00	80.00%	\$23,400.00	\$9,360.00
Installation	\$177,000.00	\$61,950.00	\$26,550.00	\$88,500.00	50.00%	\$88,500.00	\$8,850.00
Extras	\$43,475.00	\$6,521.25	\$0.00	\$6,521.25	15.00%	\$36,953.75	\$435.00
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	\$400.00	\$0.00	\$400.00	100.00%	\$0.00	\$40.00
CCO 04 Cut Down TV Panels	\$24,450.00	\$16,650.00	\$1,200.00	\$17,850.00	73.01%	\$6,600.00	\$1,785.00
CCO 05 Remove Fabric Panels	\$2,925.00	\$1,750.00	\$1,175.00	\$2,925.00	100.00%	\$0.00	\$292.50
CCO 06 Install Vanity Sink Bowls	\$21,500.00	\$6,800.00	\$6,300.00	\$13,100.00	60.93%	\$8,400.00	\$1,310.00
CCO 07 Cutting of Vanity Splashes	\$1,425.00	\$0.00	\$1,425.00	\$1,425.00	100.00%	\$0.00	\$142.50
CCO 08 Additional Storage Feb 2018	\$23,347.98	\$0.00	\$23,347.98	\$23,347.98	100.00%	\$0.00	\$2,334.80
				\$0.00		\$0.00	
				\$0.00		\$0.00	
TOTALS	\$422,913.98	\$193,212.25	\$65,847.98	\$259,060.23			\$24,982.80

DER RELEASE SCHEDULE & OCIP CONFIRMATION LOG

[illegible]

**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 \$65,847.90 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 30th day of November, 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 15th day of November, 2017.

Signed, sealed and delivered

In the presence of:

[Signature]

Signature

Delores wells

Print Name

Westley Contract Services, LLC
a Limited Liability Corp

[Signature]

Robin Money/Senior Project Manager

STATE OF Georgia

COUNTY OF Gwinnett

The foregoing instrument was acknowledged before me this 20 day of Feb, 2018.
Robin money of Westley Contract Services, LLC a Limited Liability
corporation on, on behalf of the corporation. He/she is personally known to me or has produced
Drivers License (type of identification) as identification.

NOTARY PUBLIC, STATE OF

My Commission Expires: Jan 18, 2021

1st for Payment

Pay Request # **4**
Work Performed Through: **02/28/18**

Subcontractor's Name **Pleasant Places Inc**
Subcontractor's Address **449 Long point Road**
Mt Pleasant SC 29464
Phone Number **843-881-3430**
Fax Number

Project Name: **Hotel at Marion Square** Job No.: **13026400** Date: **02/23/18**
Owner: **Library Associates, LLC**

Description of Work: **Landscape, Hardscape & Irrigation**

Original Contract Amount	\$317,316.00
Change Order Total Through C/O #: 0	\$0.00
Total Revised Contract	\$317,316.00
Previous Work Performed to Date(SSR)	\$136,401.44
Value of Materials Stored On Site	\$0.00
Value of Materials Stored Off Site	\$0.00
Current Month Gross	\$23,040.00
New Work Performed to Date	\$159,441.44
Less 0 % Retainage	\$15,944.14
Amount Earned to Date	\$143,497.30
Less Previous Net Billings	\$122,761.30
Less Adjustments/Joint Checks	\$0.00
Less Pending Back Charges	\$0.00
Total Amount this Requisition	\$20,736.00

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 **Finalized**
Insurance Expiration Date **09/14/18**

Release Attached Y ☐ N ☐
Tier/Supplier Release Y ☐ N ☐
if Required
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 Y ☐ N ☒
If yes, attach stored materials checklist

Final Payment Y ☐ N ☒
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	
02/28/18	13026400 - 04	13026400 . PE# 04 . 18.02	
Gross Amount		Retainage Amt	Net Amount
\$23,040.00		\$1,152.00	\$20,736.00
Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400.50710000.40	NO
Hold Codes: 02- OWNER FUNDING PM Approval			
Sub Supplier Sch-LTW			

Approvals:

PM / Date

CA 02/23/18

PA / Date

APA / Date

EXHIBIT G - APPLICATION FOR PAYMENT

Pay Request # 11
Work Performed Through _____

Subcontractor's Name: Pleasant Places, Inc.
Subcontractor's Address: 449 Long Point Road, Mt. Pleasant, SC 29464
Phone Number: 843-881-3430
Fax Number: _____

Project Name: Hotel at Marion Square
Owner: _____

Project No.: 13026000

Date: _____

Description of Work: Landscape, Hardscape & Irrigation

Original Contract Amount: \$317,316.00

Change Order Total: _____

(Through C/O#) _____

Total Revised Contract _____

Value of Work Performed to Date \$159,441.44

Value of Materials Stored On Site _____

Value of Materials Stored Off Site _____

Current Month (Stored Materials) \$0.

Total _____

Less 10.0000 % Retainage \$15,944.14

Amount Earned to Date \$143,497.30

Less Previous Billings/Payments \$122,761.30

Adjustments/Joint Checks _____

Less Pending Back Charges _____

Total Amount this Requisition \$20,736

Subcontract	☐	Purchase Order	☐
Order Contract Type	_____		
Unit Price	☐	Lump Sum	☐
Bonded	☐	Unbonded	☐
Subguard	☐	Alternate Plan	☐
Contract Increased 20%?	☐	Y	☐
If yes, bond order received	☐	Y	☐
100 Reports Current	☐	Y	☐
Certified Payroll Current	☐	Y	☐
Insurance Status	☐	Y	☐
Insurance Expiration Date	_____		
Release Attached	☐	Y	☐
Her/Supplier Release	☐	Y	☐
If Required	☐	Y	☐
Reducing Retention	☐	Y	☐
If reducing retainage reducing	From ☐	To ☐	☐
Consent of Surety for retention reduction if bonded	☐	Y	☐
New materials stored off site	☐	Y	☐
If yes, attach stored materials check	☐	Y	☐
Final Payment	☐	Y	☐
If yes, see attached check #	_____		
Owner Billing Number	_____		
Owner Payment Rec'd Date	_____		
Payment Terms	_____		
Pay Select #	_____		

For Balfour Beatty Construction Use Only:

CO #	Vendor #	Job #	Contract No.
		13026000	029
Date	Invoice #	Description	
Gross Amount	Retainage Amt	Net Amount	
Accrue Tax	Tax Code	Pay Item & Cost Code	
Yes			
No			
Halt Code			

Approvals:

PM / Date _____

PA / Date _____

APA / Date _____

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: Balfour Beatty Construction
1930 Camden Road
Charlotte, NC 28203

PROJECT: Hotel at Marion Square
404 King Street
Charleston, SC 29403

APPLICATION NO. 4
PERIOD TO 2/19/2018
PROJECT NOS

Distribution to
J OWNER
J ARCHITECT
J CONTRACTOR

FROM CONTRACTOR: Pleasant Places Inc.
149 Long Point Road
Mt. Pleasant, SC 29464

VIA ARCHITECT:

CONTRACT DATE July 17, 2015

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	\$ 317,316.00
2	Net change by Change Orders	\$
3	CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 317,316.00
4	TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 159,441.44
5	RETAINAGE: a 10% % of Completed Work (Columns D + E on G703) b 10% % of Stored Material (Column F on G703) Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$ 15,944.14 \$ \$ 15,944.14

6	TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 143,497.30
7	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 122,761.30
8	CURRENT PAYMENT DUE	\$ 20,736.00
9	BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 173,818.70

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 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 _____

State of _____
County of _____
Subscribed and sworn to before
me this _____ day of _____

Notary Public
My Commission expires _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$
(Attach explanation if amount certified differs from the amount applied for initial all figures on this Application and on the Continuation Sheet that are changed to conform to 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.

CONTINUATION SHEET

FOR THE APPLICATION AND CERTIFICATE FOR PAYMENT

containing Contractor's signed Certification, is attached

to populations below amounts are stated to the nearest dollar.

Use Column 1 on Contracts where variable retainage for line items may apply.

Figure 1.1

$\frac{d}{dt} \left(\frac{1}{\rho} \right) = - \frac{1}{\rho^2} \frac{d\rho}{dt}$

1943: 281-282, 1943

APPLICATION NO.:

APPLICATION DATE:	2/19/2010
-------------------	-----------

RECEIVED
7/28/2019

ARCHITECT'S PROJECT NO.:

PROJECT NAME: Hotel Al Marjan Suva

[illegible]

1992 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK

will subject the violator to legal prosecution.

6703-1992



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

KNOW ALL MEN BY THESE PRESENTS:

That Pleasant Places (the "Lienor") for and in consideration of the payment of the sum of \$ 20,136. 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 19 day of February, 2018, 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 19 day of February, 2018

Signed, sealed and delivered
in the presence of:

Dawn Oldag
Signature
Dawn Oldag
Print Name

Robert R. [unclear]
a [unclear] corporation
Signature
Robert R. [unclear]
Print Name & Title

STATE OF SC
COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 19 day of February, 2018 by Robert R. [unclear] of Library Associates, LLC, a LLC corporation only, on behalf of the corporation. He/she is personally known to me or has produced [unclear] (type of identification) as identification.

My Commission Expires: 6/17/27

NOTARY PUBLIC, STATE OF SC

DAWN OLDAG
Notary Public, State of South Carolina
My Commission Expires 6/17/2027

Line Item 15

Request for Payment

Pay Request #	15
Work Performed Through:	02/28/18

Subcontractor's Name Tate Ornamental, Inc
 Subcontractor's Address 486 Sage Road
White House, TN 37188
 Phone Number _____
 Fax Number _____

Project Name: Hotel at Marion Square
 Owner: Library Associates, LLC

Job No.: 13026400Date: 02/12/18

Description of Work:	<u>Ornamental Metals</u>
Original Contract Amount	<u>\$521,000.00</u>
Change Order Total	<u>-\$65,461.99</u>
Through CO # <u>0</u>	
Total Revised Contract	<u>\$455,538.01</u>
Previous Work Performed to Date(SSR)	<u>\$400,038.01</u>
Value of Materials Stored On Site	<u>\$33,500.00</u>
Value of Materials Stored Off Site	
Current Month Gross	<u>\$33,500.00</u>
New Work Performed to Date	<u>\$433,538.01</u>
Less <u>10 % Retainage</u>	<u>\$43,353.80</u>
Amount Earned to Date	<u>\$390,184.21</u>
Less Previous Net Billings	<u>\$360,034.21</u>
Less Adjustments/Joint Checks	<u>\$0.00</u>
Less Pending Back Charges	<u>\$0.00</u>
Total Amount this Requisition	<u>\$30,150.00</u>

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 _____	Finalized ☐
Insurance Expiration Date _____	04/05/18
Release Attached ☐	Y ☐ N ☐
Tier/Supplier Release ☐	Y ☐ N ☐
if Required ☐	
Reducing Retention ☐	Y ☐ N ☐
If reducing retainage, reducing ☐	From ☐ To ☒
Consent of Surety for retention ☐	Y ☐ N ☐
reduction if bonded ☐	
New materials stored off site ☐	Y ☐ N ☒
If yes, attach stored materials checklist ☐	
Final Payment ☐	Y ☐ N ☒
If yes, see attached checklist ☐	
Owner Billing Number <u>9</u>	
Owner Payment Rec'd Date: _____	
Payment Terms: <u>Pay When Paid</u>	
Pay Select # _____	

For Ballour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
50540	118703	13026400	534950
Date	Invoice #	Description	
02/28/18	13026400 - 15	13026400 . PE# 15 . 18.02	
Gross Amount		Retainage Amt	Net Amount
\$33,500.00		\$1,675.00	\$30,150.00
Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400.50523000 40	NO
Helt Codes: 02- OWNER FUNDING STORED MATERIALS PM Approval			
Approvals: _____ CA 02/12/18 PM / Date PA / Date APB / Date			

APPLICATION AND CERTIFICATION FOR PAYMENT

DOCUMENT G702

PAGE ONE OF TWO PAGES

TO CONSTRUCTION MANAGER:

Balfour Beatty Construction
1930 Camden Rd., Suite 280
Charlotte, NC 28210

FROM CONTRACTOR:

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

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.

PROJECT: HOTEL AT MARION SQUARE

APPLICATION NO: 15

PERIOD TO: 02/28/18

PROJECT NO: #13026000

Distribution to:

☒ OWNER
☒ ARCHITECT
☒ INSPECTOR

Line Item
15

1. ORIGINAL CONTRACT SUM
\$ 521,000.00
2. Net change by Change Orders
\$ (65,461.99)
3. CONTRACT SUM TO DATE (Line 1 + 2)
\$ 455,538.01
4. TOTAL COMPLETED & STORED TO
DATE (Column G on G703)
\$ 453,538.01
5. RETAINAGE:
\$ 43,353.90
6. TOTAL EARNED LESS RETAINAGE
(Line 4 less Line 5 Total)
\$ 390,184.21
7. LESS PREVIOUS CERTIFICATES FOR
PAYMENT (Line 6 from prior Certificate)
\$ 360,034.21
8. CURRENT PAYMENT DUE
\$ 30,150.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6)

Contractor: Tate Ornamental, Inc.

By: [Signature] Date: 2/9/2018

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 \$ 30,150.00

(Attach explanation if amount requested differs from the amount applied. Initial all figures on this Application and online 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.

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	

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992

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

AIA DOCUMENT G703 - CONTINUATION SHEET FOR G702 - 1992 EDITION - AIA - ©1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5222

15

CONTINUATION SHEET

ALA DOCUMENT G703

Page 2 of 2

ALA DOCUMENT G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. In addition, below, amounts are stated in the payment dollar. Use Column 1 on Continuation where variable retainage for fees items may apply.

APPLICATION NO: 15
APPLICATION DATE: 2/15/18
PERIOD TO: 2/28/18

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G-C)	BALANCE TO FINISH (C-G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D+E+F)	THIS PERIOD (H-E)					
1	Stop Drawings	78,000.00		78,000.00	78,000.00			78,000.00	100.00%	-	10%
2	Decorative Guardrail	185,000.00		185,000.00	134,500.00		32,000.00	186,500.00	90.00%	18,500.00	7,800.00
3	Decorative Wall Rails	10,000.00		10,000.00	7,500.00		1,500.00	9,000.00	90.00%	1,000.00	900.00
4	Aluminum Service Yard Gates	12,000.00		12,000.00	12,000.00			12,000.00	100.00%	-	1,200.00
5	Aluminum OH Grille	10,000.00		10,000.00	10,000.00			10,000.00	100.00%	-	1,000.00
6	Decorative Grilles	48,000.00		48,000.00	48,000.00			48,000.00	100.00%	-	4,800.00
7	Pool Terrace Guardrails	23,000.00		23,000.00	23,000.00			23,000.00	100.00%	-	2,300.00
8	3rd Floor Terrace Guardrails	27,000.00		27,000.00	27,000.00			27,000.00	100.00%	-	2,700.00
9	Service Entry Guardrails	16,000.00		16,000.00	16,000.00			16,000.00	100.00%	-	1,600.00
10	Juliet Balcony Guardrails	30,000.00		30,000.00	30,000.00			30,000.00	100.00%	-	3,000.00
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	25,000.00			25,000.00	100.00%	-	2,500.00
13	Bronze Grilles @ Storefront	45,000.00		45,000.00	45,000.00			45,000.00	100.00%	-	4,500.00
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 Talle Reduction	(80,000.00)		(80,000.00)	(80,000.00)			(80,000.00)	100.00%	-	(8,000.00)
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!	-	-
	GRAND TOTALS	455,538.01	0.00	455,538.01	400,038.01	0.00	33,500.00	433,538.01	95.17%	22,000.00	43,353.80

TIER RELEASE SCHEDULE

Job Name	Hotel at Marlon Square				
Job #	13025000				
Date Prepared:		2/12/2018			
PRIME SUB'S NAME		Tate Ormsted			
Attachment for Pay Req #:		151			
for Month Ending:		2/28/2018			

[illegible]

**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 \$ 30,150.00 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 28th day of February, 2018, 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 9th day of February, 2018.

Signed, sealed and delivered
in the presence of:

Melinda Cooper
Signature
Melinda Cooper
Print Name

Tate Ornamental, Inc. _____
a S corporation

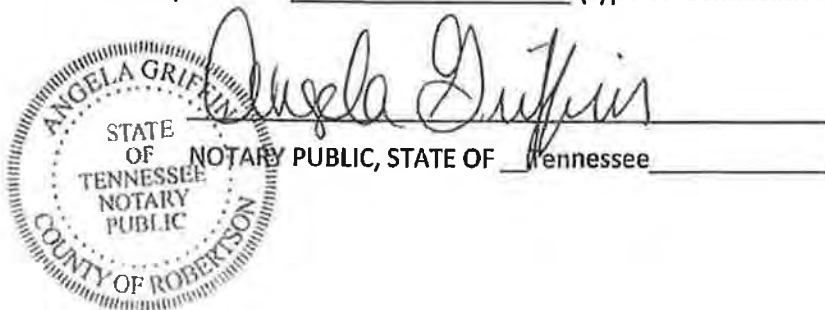
Rob Apple CONTROLLER
Signature
Rob Apple, Controller
Print Name & Title

STATE OF Tennessee

COUNTY OF Robertson

The foregoing instrument was acknowledged before me this 9th day of February, 2018, 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.

My Commission Expires: 10/26/2020





Ornamental, Inc.

State of Tennessee
County of Robertson

BILL OF SALE

For and in consideration of the payment of Thirty Three 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 9th day of February, 2018.

Seller

Title



TATEOR-C02

LMURLEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/09/2018

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 Lacey Murley

NAME:

PHONE
(A/C, No, Ext): (270) 467-9940 4402FAX
(A/C, No): (270) 843-8808E-MAIL
ADDRESS: lmurley@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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ EBL AGG \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PROJECT ☐ LOC OTHER:	X	CPP 2092038	04/15/2017	04/15/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		CA 2092040	04/15/2017	04/15/2018	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTIONS 0		CU 2092036	04/15/2017	04/15/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC 2092035	04/15/2017	04/15/2018	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 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

Stored Materials: \$33,500.00

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

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

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

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: TATEOR-C02

LMURLEY

LOC #: 0



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

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	

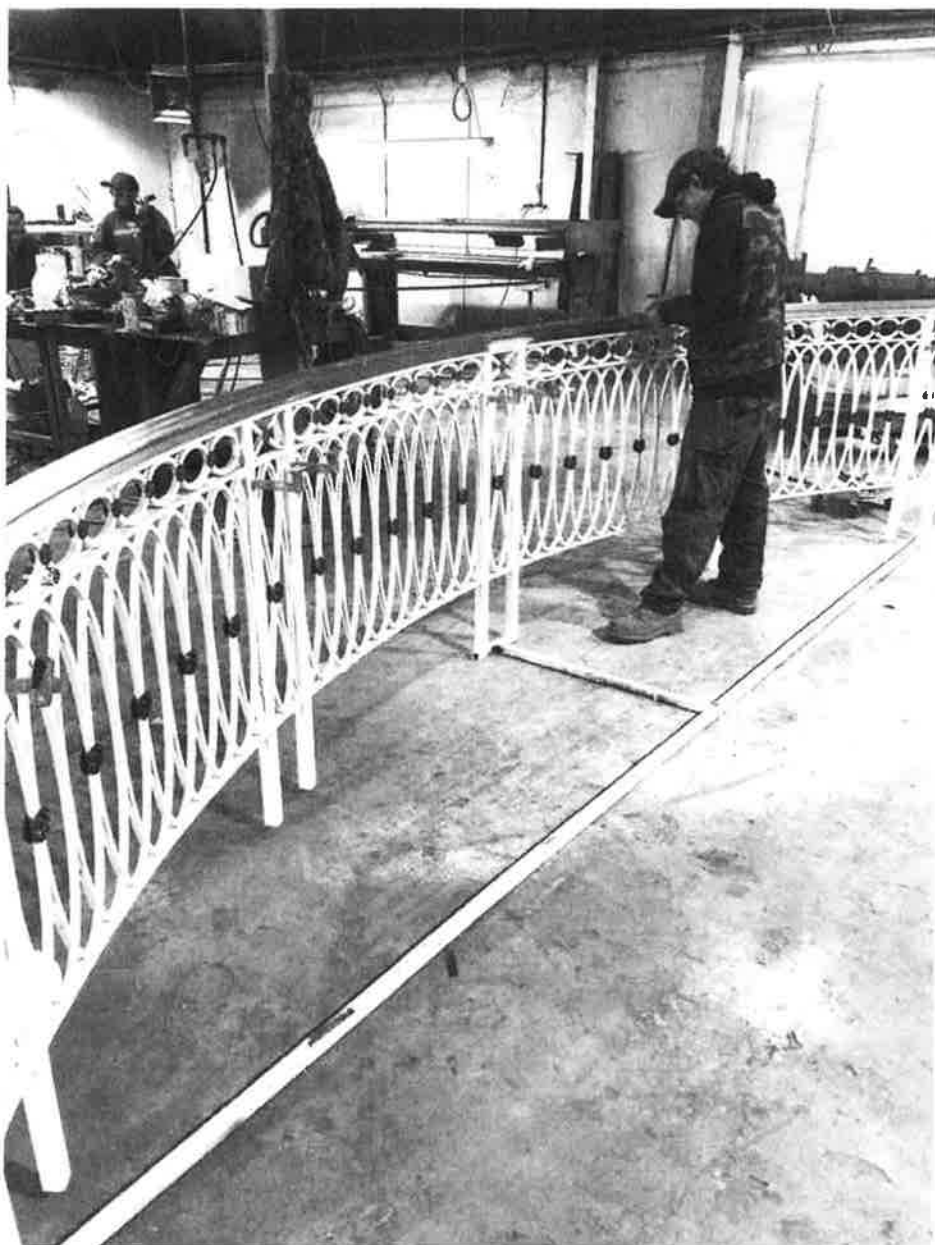
ADDITIONAL REMARKS

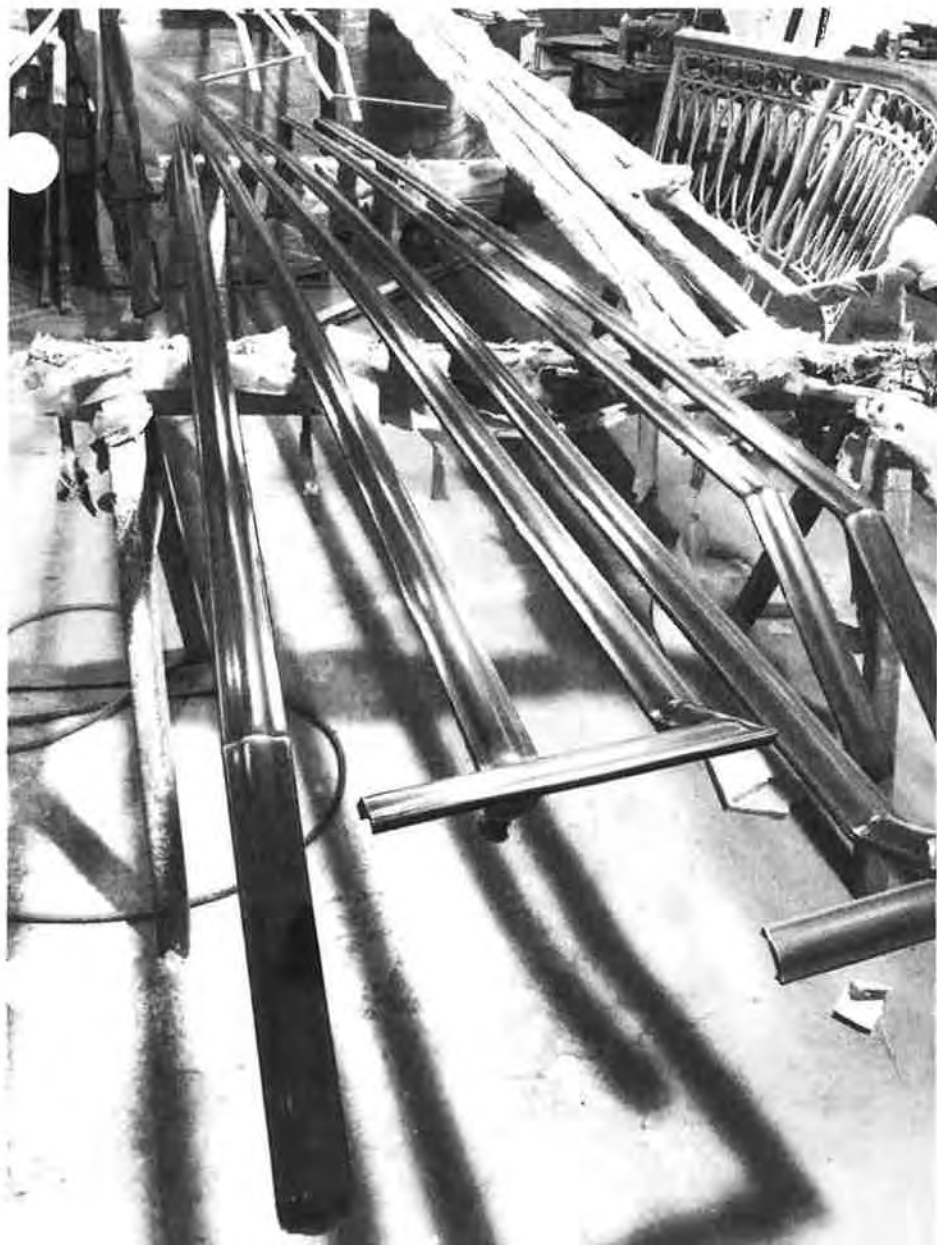
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 26 FORM TITLE: Certificate of Liability Insurance

Professional Liability
Professional Liability - CK409883 8/6/2017 to 8/6/2018 Lloyd's
Occurrence/Accumulated Limit \$2,000,000
Retention \$15,000
Retro Date: 8/6/08









Balfour Beatty
Construction

Line Item 22

Request for Payment

Subcontractor's Name: **Stong Tower Consttuction, LLC**
 Subcontractor's Address: **dba KOCH CORPORATION**
 1131 Logan Street
 Louisville KY 40204
 Phone Number: 502-873-2116
 Fax Number:

Pay Request # 7
 Work Performed Through: 02/28/18

Project Name: **Hotel at Marion Square** Job No.: **13026400** Date: **02/23/18**
 Owner: **Library Associates, LLC**

Description of Work:	Storefront
Original Contract Amount	\$1,255,030.00
Change Order Total	\$1,378.33
Through C/O #: 0	
Total Revised Contract	\$1,256,408.33
Previous Work Performed to Date(SSR)	\$823,016.94
Value of Materials Stored On Site	\$0.00
Value of Materials Stored Off Site	\$0.00
Current Month Gross	\$88,142.94
Net Work Performed to Date	\$911,159.88
Less 10 % Retainage	\$91,115.99
Amount Earned to Date	\$820,043.89
Less Previous Net Billings	\$740,715.25
Less Adjustments/Joint Checks	\$0.00
Less Pending Back Charges	\$0.00
Total Amount this Requisition	\$79,328.64

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 **Finaled**
 Insurance Expiration Date **12/31/18**

Release Attached Y ☐ N ☐
 Tier/Supplier Release Y ☐ N ☐
 if Required
 Reducing Retention Y ☐ N ☐

If reducing retainage, reducing From ☐ To ☒
 Consent of Surety for retention Y ☐ N ☐
 reduction if bonded
 New materials stored off site Y ☐ N ☒
 If yes, attach stored materials checklist

Final Payment Y ☐ N ☒
 If yes, see attached checklist

Owner Billing Number **11**

Owner Payment Rec'd Date:

Payment Terms: **Pay When Paid**

Pay Select #

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
50540	3763924	13026400	541153
Date	Invoice #	Description	
02/28/18	13026400 - 07	13026400 , PE# 07 , 18.02	
Gross Amount	Retainage Amt	Net Amount	
\$88,142.94	\$4,407.15	\$79,328.64	
Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400 50840000 40	NO
Halt Codes: 02- OWNER FUNDING PM APPROVAL LT waiver			

Approvals: PM / Date CA 02/23/18 PA / Date APA / Date

ELECTRONICALLY FILED - 2023 May 15 2:34 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Banhart, Jir 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

FROM CONTRACTOR:

Koch Corporation
4131 Logan Street
Louisville, KY 40204

PROJECT: HOTEL AT MARION SQUARE

APPLICATION NO:

7

VIA ARCHITECT:

PERIOD TO: 02/28/18

PROJECT NO: #130260000

Distribution to:

☒ OWNER
☒ ARCHITECT
☒ INSPECTOR

CONTRACT FOR CONSTRUCTION

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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.

1. ORIGINAL CONTRACT SUM
2. Net change by Change Orders
3. CONTRACT SUM TO DATE (Line 1 + 2)

\$ 1,245,030.00
\$ 1,378.33
\$ 1,256,408.33

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)

\$ 911,159.88

5. RETAINAGE:

\$ 91,115.99

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)

\$ 820,043.89

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

\$ 740,715.25

8. CURRENT PAYMENT DUE

\$ 79,328.64

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

\$ 436,364.44

SUBCONTRACTOR

By: *Christine Caputo* Date: *2/12/2018*

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 \$ 79,328.64

(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.

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	

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - C1992

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

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20004-5002

Barnitz, Jr. Beatty

CONTINUATION SHEET

ALL DOCUMENT 6703

Page 2 of 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

To calculate below, amounts are stated in the nearest dollar.

Use Column 1 on Contract when variable ratings for line items may apply.

APPLICATION NO: 7
APPLICATION DATE: 2/1/18
PERIOD TO: 2/28/18

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	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	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		36,000.00	-	36,000.00	90.00%	4,000.00	3,600.00
4	General Conditions	31,000.00		31,000.00		15,500.00	-	15,500.00	50.00%	15,500.00	1,550.00
5	Equipment Rental	10,000.00		10,000.00		7,500.00	-	7,500.00	75.00%	2,500.00	750.00
6	Punch List	25,100.00		25,100.00			-	-	0.00%	25,100.00	-
7	Clean up	8,900.00		8,900.00		6,575.00	-	6,575.00	75.00%	2,325.00	657.50
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-JOB SITE 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	25,287.14	4,906.46	-	30,193.60	80.00%	7,548.40	3,019.36
24	Glass	21,185.00		21,185.00	19,722.95		-	19,722.95	93.10%	1,462.05	1,972.30
25	Caulking	28,258.00		28,258.00		7,064.50	-	7,064.50	25.00%	21,193.50	706.45
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	39,838.25		-	39,838.25	95.00%	2,096.75	3,983.83
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	15,699.00		-	15,699.00	50.00%	15,699.00	1,569.90
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	4,184.00		4,184.00	4,184.00		-	4,184.00	100.00%	-	418.40

CONTINUATION SHEET

AIA DOCUMENT G703

Page 3 of 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, conditioning Contractor's payment certification is attached.

In tabulations below, amounts are stated in the nearest dollar.

Use Column 1 on Contracts when variable retainage for fee items may apply.

APPLICATION NO: 7
APPLICATION DATE: 2/1/18
PERIOD TO: 2/28/18

Balfour Beatty Project #13234490

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	THIS PERIOD (H-E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+H)	% (G+C)	BALANCE TO FINISH (C-G)	RETAINAGE
36	Glass	2,354.00		2,354.00	2,354.00		-	2,354.00	100.00%	-	10%
37	Caulking	3,140.00		3,140.00	3,140.00		-	3,140.00	100.00%	-	235.40
38											314.00
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	30,193.60	7,548.40	-	37,742.00	100.00%	-	3,774.20
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	14,129.00		-	14,129.00	50.00%	14,129.00	1,412.90
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	8,387.00		-	8,387.00	100.00%	-	838.70
48	Glass	4,708.00		4,708.00	4,708.00		-	4,708.00	100.00%	-	470.80
49	Caulking	6,281.00		6,281.00		1,570.25	-	1,570.25	25.00%	4,710.75	157.03
50											
51	Change Order #2		1,378.33	1,378.33		1,378.33		1,378.33	100.00%		137.83
	GRAND TOTALS	1,255,030.00	1,378.33	1,256,408.33	823,016.94	88,142.94	0.00	911,159.88	72.60%	345,248.45	91,115.99

TIER RELEASE SCHEDULE

PRIME SUB'S NAME	Koch Corp.
Attachment for Pay Reg #:	7
for Month Ending:	2/28/2018

ELECTRONICALLY FILED - 2023 May 15 2:34 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 \$ 79,328.64 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, 2018, 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 February, 2018.

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 20th day of February, 2018, 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.

[Signature]
NOTARY PUBLIC, STATE OF Kentucky

My Commission Expires: 9/2/2021

Request for Payment

Pay Request # 12
Work Performed Through: 02/02/18

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: **02/23/18**
Owner: **Library & Associates**

Description of Work:	Tools
Original Contract Amount	\$2,595.08
Change Order Total	\$38,947.73
Through C/O #: 0	
Total Revised Contract	\$41,542.81
Previous Work Performed to Date(SSR)	\$33,722.49
Value of Materials Stored On Site	\$0.00
Value of Materials Stored Off Site	\$0.00
Current Month Gross	\$7,820.32
New Work Performed to Date	\$41,542.81
Less 0 % Retainage	\$0.00
Amount Earned to Date	\$41,542.81
Less Previous Net Billings	\$33,722.49
Less Adjustments/Joinl Checks	\$0.00
Less Pending Back Charges	\$0.00
Total Amount This Requisition	\$7,820.32

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
50540	1967290	13026400	
Date	Invoice #	Description	
02/02/18	13026400 - 12	13026400 . PE# 12 . 180202	
Gross Amount	Retainage Amt	Net Amount	
\$7,820.32	\$0.00	\$7,820.32	
Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		50610000 00000000	NO

Unit Codes: 03- Cond Prog
cost code: 10142200

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 Universal
Insurance Expiration Date

Release Attached Y ☐ N ☐
Tier/Supplier Release Y ☐ N ☐
If Required
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 Y ☐ N ☒
If yes, attach stored materials checklist

Final Payment Y ☐ N ☒
If yes, see attached checklist

Owner Billing Number **N/A**

Owner Payment Rec'd Date:

Payment Terms: **Pay When Paid**

Pay Select #

APR 18/18 CA 02/02/18
PA / Date 3
APA / Date

EXHIBIT A

Run Tool

Marion Square

JOB#: 13026100

CONTRACT#: 0

PAY APP#: 5

February 2, 2018

INVOICE DATE	INVOICE #	PREVIOUSLY PAID INVOICES	CURRENT INVOICES DUE	COMMENTS
2/13/2017	93526601	\$	109.00	P101
2/16/2017	93533312	\$	109.60	P100
2/20/2017	93537653	\$	32.00	P101
2/21/2017	93541100	\$	200.20	P101
2/21/2017	93550000	\$	91.20	P101
2/22/2017	93552552	\$	183.63	P101
2/27/2017	93552251	\$	979.83	P101
2/28/2017	93556311	\$	210.00	P101
3/1/2017	93560301	\$	493.29	P101
3/1/2017	93562011	\$	21.35	P102
3/6/2017	93565072	\$	317.89	P102
3/7/2017	93567761	\$	111.70	P102
3/7/2017	93567762	\$	290.30	P102
3/7/2017	93567737	\$	219.90	P102
3/15/2017	93583557	\$	56.60	P102
3/15/2017	93583562	\$	100.50	P102
3/15/2017	93583550	\$	47.50	P102
3/22/2017	93586016	\$	1,246.62	P101
3/22/2017	93586020	\$	329.11	P101
3/29/2017	93610722	\$	70.65	P103
3/29/2017	93620053	\$	1,301.79	P103
3/29/2017	93620111	\$	433.00	P103
3/29/2017	93622003	\$	199.43	P103
3/29/2017	93625057	\$	91.27	P103
3/29/2017	93625058	\$	101.01	P103
3/29/2017	93625061	\$	71.30	P103
3/29/2017	93627748	\$	152.54	P103
3/29/2017	93627749	\$	321.81	P103
3/29/2017	93628100	\$	1,520.55	P103
3/29/2017	93628101	\$	40.41	P103
3/29/2017	93628120	\$	328.30	P103
3/29/2017	93628121	\$	292.93	P103
3/29/2017	93628123	\$	329.11	P103
3/29/2017	93628125	\$	217.82	P103
3/29/2017	93671154	\$	637.65	P101
3/29/2017	93673119	\$	435.22	P101
3/29/2017	93673117	\$	231.13	P101
3/29/2017	93676465	\$	32.00	P101
3/29/2017	93676466	\$	100.00	P101
3/29/2017	93676467	\$	451.26	P101
3/29/2017	93676468	\$	294.79	P101
3/29/2017	93676469	\$	136.25	P101
3/29/2017	93676470	\$	301.70	P101
3/29/2017	93676471	\$	191.64	P101
3/29/2017	93676472	\$	165.15	P101
3/29/2017	93676473	\$	29.20	P101
3/29/2017	93676474	\$	256.11	P101
3/29/2017	93676475	\$	165.60	P101
3/29/2017	93676476	\$	272.93	P101
3/29/2017	93676477	\$	81.00	P101
3/29/2017	93676478	\$	101.20	P101
3/29/2017	93676479	\$	50.00	P101
3/29/2017	93676480	\$	1,112.83	P101
3/29/2017	93676481	\$	290.11	P101
3/29/2017	93676482	\$	150.41	P101
3/29/2017	93676483	\$	150.41	P101
3/29/2017	93676484	\$	111.53	P101
3/29/2017	93676485	\$	29.20	P101
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3/29/2017	93676491	\$	50.00	P101
3/29/2017	93676492	\$	1,112.83	P101
3/29/2017	93676493	\$	290.11	P101
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3/29/2017	93676496	\$	111.53	P101
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3/29/2017	93676502	\$	101.20	P101
3/29/2017	93676503	\$	50.00	P101
3/29/2017	93676504	\$	1,112.83	P101
3/29/2017	93676505	\$	290.11	P101
3/29/2017	93676506	\$	150.41	P101
3/29/2017	93676507	\$	150.41	P101
3/29/2017	93676508	\$	111.53	P101
3/29/2017	93676509	\$	29.20	P101
3/29/2017	93676510	\$	256.11	P101
3/29/2017	93676511	\$	165.60	P101
3/29/2017	93676512	\$	272.93	P101
3/29/2017	93676513	\$	81.00	P101
3/29/2017	93676514	\$	101.20	P101
3/29/2017	93676515	\$	50.00	P101
3/29/2017	93676516	\$	1,112.83	P101
3/29/2017	93676517	\$	290.11	P101
3/29/2017	93676518	\$	150.41	P101
3/29/2017	93676519	\$	150.41	P101
3/29/2017	93676520	\$	111.53	P101
3/29/2017	93676521	\$	29.20	P101
3/29/2017	93676522	\$	256.11	P101
3/29/2017	93676523	\$	165.60	P101
3/29/2017	93676524	\$	272.93	P101
3/29/2017	93676525	\$	81.00	P101
3/29/2017	93676526	\$	101.20	P101
3/29/2017	93676527	\$	50.00	P101
3/29/2017	93676528	\$	1,112.83	P101
3/29/2017	93676529	\$	290.11	P101
3/29/2017	93676530	\$	150.41	P101
3/29/2017	93676531	\$	150.41	P101
3/29/2017	93676532	\$	111.53	P101
3/29/2017	93676533	\$	29.20	P101
3/29/2017	93676534	\$	256.11	P101
3/29/2017	93676535	\$	165.60	P101
3/29/2017	93676536	\$	272.93	P101
3/29/2017	93676537	\$	81.00	P101
3/29/2017	93676538	\$	101.20	P101
3/29/2017	93676539	\$	50.00	P101
3/29/2017	93676540	\$	1,112.83	P101
3/29/2017	93676541	\$	290.11	P101
3/29/2017	93676542	\$	150.41	P101
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3/29/2017	93676544	\$	111.53	P101
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3/29/2017	93676546	\$	256.11	P101
3/29/2017	93676547	\$	165.60	P101
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3/29/2017	93676549	\$	81.00	P101
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3/29/2017	93676558	\$	256.11	P101
3/29/2017	93676559	\$	165.60	P101
3/29/2017	93676560	\$	272.93	P101
3/29/2017	93676561	\$	81.00	P101
3/29/2017	93676562	\$	101.20	P101
3/29/2017	93676563	\$	50.00	P101
3/29/2017	93676564	\$	1,112.83	P101
3/29/2017	93676565	\$	290.11	P101
3/29/2017	93676566	\$	150.41	P101
3/29/2017	93676567	\$	150.41	P101
3/29/2017	93676568	\$	111.53	P101
3/29/2017	93676569	\$	29.20	P101
3/29/2017	93676570	\$	256.11	P101
3/29/2017	93676571	\$	165.60	P101
3/29/2017	93676572	\$	272.93	P101
3/29/2017	93676573	\$	81.00	P101
3/29/2017	93676574	\$	101.20	P101
3/29/2017	93676575	\$	50.00	P101
3/29/2017	93676576	\$	1,112.83	P101
3/29/2017	93676577	\$	290.11	P101
3/29/2017	93676578	\$	150.41	P101
3/29/2017	93676579	\$	150.41	P101
3/29/2017	93676580	\$	111.53	P101
3/29/2017	93676581	\$	29.20	P101
3/29/2017	93676582	\$	256.11	P101
3/29/2017	93676583	\$	165.60	P101
3/29/2017	93676584	\$	272.93	P101
3/29/2017	93676585	\$	81.00	P101
3/29/2017	93676586	\$	101.20	P101
3/29/2017	93676587	\$	50.00	P101
3/29/2017	93676588	\$	1,112.83	P101
3/29/2017	93676589	\$	290.11	P101
3/29/2017	93676590	\$	150.41	P101
3/29/2017	93676591	\$	150.41	P101
3/29/2017	93676592	\$	111.53	P101
3/29/2017	93676593	\$	29.20	P101
3/29/2017	93676594	\$	256.11	P101
3/29/2017	93676595	\$	165.60	P101
3/29/2017	93676596	\$	272.93	P101
3/29/2017	93676597	\$	81.00	P101
3/29/2017	93676598	\$	101.20	P101
3/29/2017	93676599	\$	50.00	P101
3/29/2017	93676600	\$	1,112.83	P101
3/29/2017	93676601	\$	290.11	P101
3/29/2017	93676602	\$	150.41	P101
3/29/2017	93676603	\$	150.41	P101
3/29/2017	93676604	\$	111.53	P101
3/29/2017	93676605	\$	29.20	P101
3/29/2017	93676606	\$	256.11	P101
3/29/2017	93676607	\$	165.60	P101
3/29/2017	93676608	\$	272.93	P101
3/29/2017	93676609	\$	81.00	P101
3/29/2017	93676610	\$	101.20	P101
3/29/2017	93676611	\$	50.00	P101
3/29/2017	93676612	\$	1,112.83	P101
3/29/2017	93676613	\$	290.11	P101
3/29/2017	93676614	\$	150.41	P101
3/29/2017	93676615	\$	150.41	P101
3/29/2017	93676616	\$	111.53	P101
3/29/2017	93676617	\$	29.20	P101
3/29/2017	93676618	\$	256.11	P101
3/29/2017	93676619	\$	165.60	P101
3/29/2017	93676620	\$	272.93	P101
3/29/2017	93676621	\$	81.00	P101
3/29/2017	93676622	\$	101.20	P101
3/29/2017	93676623	\$	50.00	P101
3/29/2017	93676624	\$	1,112.83	P101
3/29/2017	93676625	\$	290.11	P101
3/29/2017	93676626	\$	150.41	P101
3/29/2017	93676627	\$	150.41	P101
3/29/2017	936766			



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

Page 1 of 1

Invoice

94202816
01/30/2018

Sold-To Party : 105588

65170720*18073*0*322487944*16460522*0404*#10

1/1

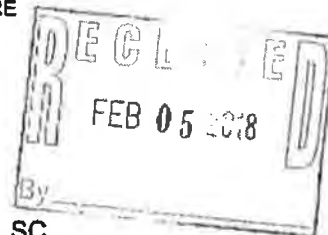


BALFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD, SUITE 280
CHARLOTTE NC 28203

CUMENTS

as Order: 4163525

. No.: MARION SQUARE



Ship-To-Party : 5210434

MARION SQUARE
CORNER OF KING AND HUTSON STREET
CHARLESTON SC 29403

INFORMATION

Incoterm

Branch Location

Total Invoice Amount

Terms of Payment

004 Truck Delivery

SC01 CHARLESTON, SC

170.79 USD

Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
10	CAM-TRASHBAG42 20	3 BOX	22.26000	66.78
	42 GALLON CONTRACTOR TRASH BAG 20/BOX			
20	HAND TOOLS	3 EA	29.97000	89.91
	E-Z REACHER PRO			
Subtotal Before Tax				156.69
Total Sales Tax				14.10
Total Invoice in USD				170.79

Batch # 2652535 Doc # 1634408

Vendor # 117032 PA CA 2/6/18

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

13026400 42035 1043200 \$ 170.79

please note

MGR APPROVAL LESS Retainage Withheld \$

\$ 170.79

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

RAM 100L

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

Page 1 of 1

Invoice

94210902

02/02/2018

Sold-To Party : 105588

65249138+38071'D°S24051648083057612°0401'°10

129



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

CUMENTS

as Order: 4171424

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	80.06 USD
Terms of Payment	Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
10	SWE-WAX 150 150-LB WAX-BASE SWEEPING COMPOUND NO MAR	1 DR	73.45000	73.45
Subtotal Before Tax				73.45
Total Sales Tax				6.61
Total Invoice in USD				80.06

Batch # 2652535
Doc # 1634412

Please code

Vendor #	PA	CA	2/12/18
Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026400	42035	10142200	\$ 80.06
			\$
MGR APPROVAL	LESS Retainage Withheld		\$
			\$ 80.06

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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

Page 1 of 1

Invoice

94213748

02/05/2018

Sold-To Party : 105588

65310665130731013241943863768269760408110

1/1

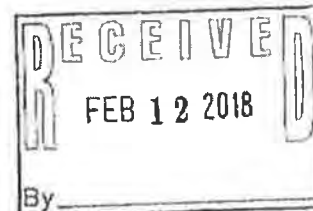


BALFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD, SUITE 280
CHARLOTTE NC 28203

CUMENTS

as Order: 4174245

No.: MARION SQUARE



Ship-To-Party : 5210434

MARION SQUARE
CORNER OF KING AND HUTSON STREET
CHARLESTON SC 29403

INFORMATION

Incoterm

Branch Location

Total Invoice Amount

Terms of Payment

004 Truck Delivery

SC01 CHARLESTON, SC

774.39 USD

Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
10	SWE-WAX 150	1 DR	73.45000	73.45
	150-LB WAX-BASE SWEEPING COMPOUND NO MAR			
20	LEN-22752	50 EA	7.00000	350.00
	9 X 6TPI RECIP BLADE 50 EACH PER PACK			
30	LEN-22754	50 EA	5.74000	287.00
	8" X 3/4 X .035 18TPI 20578 RECIP BLADE			
Subtotal Before Tax				710.45
Total Sales Tax				63.94
Total Invoice in USD				774.39

Batch # 2652535

Vendor # 117022 PA CA 2/13/18 Doc # 1634414

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026100	42035	10142200	\$ 774.39
			\$
MGR APPROVAL	LESS Retainage Withheld		\$
	Net Amount Due		\$ 774.39

DID YOU KNOW: Invoices can be sent electronically and are also available via our NEW Online Customer Portal.

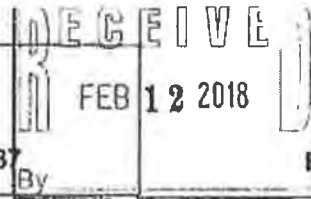
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ACCOUNTS RECEIVABLE DEPARTMENT
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FAX# (205) 322-6311

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Atlanta, GA 30374-3487



Page 1 of 1

Invoice

94216400

02/06/2018

Sold-To Party : 105588

65328776138073101524581414472853260108110

L/A



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

CUMENTS

as Order: 4175280

: 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

3,902.18 USD

Terms of Payment

Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
10	RUB-FG452088BLA 2 SHELF UTILITY CAR	1 EA	192.84000	192.84
20	COR-CDM2 NUISANCE DUST MASK SINGLE STRAP 50/BX	1 BOX	5.63000	5.63
30	CHEMICALS MURATIC ACID GALLON	4 EA	13.50000	54.00
40	PPI-BUILDER BOARD BLD 38100 38" x 100' LOGO FLOOR PROTECT	16 ROL	79.00000	1,264.00
50	PPI-CP 36 0500 36"x500' CLEAR CARPET PROTECTION 3 MIL	10 EA	201.92000	2,019.20
60	UTC-BTG024 1 IN X 180 FT BLUE MASKING TAPE	10 EA	4.43000	44.30

Subtotal Before Tax

3,579.97

Total Sales Tax

322.21

Batch # 2652535

Doc # 1634416

Total Invoice in USD

3,902.18

Please code

Vendor #	119022	PA	CA	2/13/18
Bus. Unit/Job#	13006400	Cost Type/ object acct	42035	10142200
Cost Code/ subsidiary		Amount		\$ 3,902.18
				\$
MGR APPROVAL		LESS Retainage Withheld		\$
		Net Amount Due		\$ 3,902.18

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FAX# (205) 322-6311

Please Remit To:
RAM Tool A/R Dept.
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Atlanta, GA 30374-3487

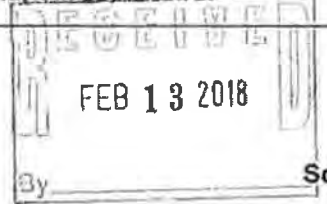
Page 1 of 1

653510192*1407310*524722151963325672*0408*#10

L/A



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



Invoice

94220669

02/07/2018

Sold-To Party : 105588

CUMENTS

as Order: 4178241

. 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 905.74 USD
Terms of Payment Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
10	FOR-30D	15 EA	43.98000	659.70
	2" X 4' X 8' PINK SCOREBOARD F-250 25PSI			
20	MBR-5136F	2 EA	13.70000	27.40
	36" FRAME FOR DUST MOP			
30	MBR-DM 60	2 EA	16.55000	33.10
	SNAP ON DUST MOP HANDLE			
40	MBR-5136	6 EA	16.68000	100.08
	5" X 36" DUST MOP COVER			
50	WEM-MOP TREATMENT	1 EA	10.67000	10.67
	14 OZ DUST MOP TREATMENT RPB415051			

Subtotal Before Tax

Total Sales Tax

Batch # 2652535

Doc # 1634418

830.95

74.79

Total Invoice in USD

905.74

Please
code

117022	PA	CA 2/14/18	
Cost Type/ object acct	Cost Code/ subsidiary	Amount	
13026400	42035	10142200	\$ 905.74
			\$
MBR APPROVAL	LESS Retainage Withheld		\$
	Net Amount Due		\$ 905.74

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FAX# (205) 322-6311

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Atlanta, GA 30374-3487

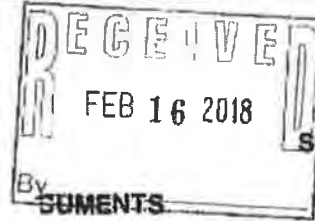
Page 1 of 1

65186445*18073*0*52602397373600025*0408*P10

1/1



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



Invoice

94222353
02/08/2018

Sold-To Party : 105588

as Order: 4184392

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

1,679.91 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
20	UTC-145202 2IN X 180FT 30 DAY RED STUCCO TAPE	24 ROL	11.55000	277.20
Subtotal Before Tax				1,541.20
Total Sales Tax				138.71
Total Invoice in USD				1,679.91

Batch # 2652535
Doc # 1634419

Vendor # 117022 PA CA 2/19/18
Bus. unit/Job# Cost Type/object acct Cost Code/subsidiary Amount
13026400 42035 10142200 \$ 1,679.91

MGR APPROVAL LESS Retainage Withheld \$ 1,679.91

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ELECTRONICALLY FILED - 2018 FEB 16 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Ashe, Candice

From: Dooley, Alec
Sent: Tuesday, February 20, 2018 7:41 AM
To: Ashe, Candice
Cc: Starcevic, Nicholas
Subject: RE: Ram Tool

Yes that is fine.

Thank you!

Alec Dooley | Assistant Project Manager
 mobile: 704.614.4907 | email: adooley@balfourbeattyus.com Balfour Beatty Construction | 306 Meeting Street, Suite 300, Charleston, SC 29401 | www.balfourbeattyus.com

-----Original Message-----

From: Ashe, Candice
Sent: Monday, February 19, 2018 2:26 PM
To: Dooley, Alec <adooley@Balfourbeattyus.com>
Subject: Ram Tool

Alec,

Do you want me to code all the Ram Tool invoices to 10142200?

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

Build to Last

-----Original Message-----

From: xerox@balfourbeattyus.com [mailto:xerox@balfourbeattyus.com]
Sent: Monday, February 19, 2018 1:53 PM
To: Ashe, Candice <CAshe@Balfourbeattyus.com>
Subject: Scanned from a Xerox Multifunction Printer

Please open the attached document. It was scanned and sent to you using a Xerox Multifunction Printer.

Attachment File Type: pdf, Multi-Page

Multifunction Printer Location:
 Device Name: XRX9C934E866018

For more information on Xerox products and solutions, please visit <http://www.xerox.com>



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FAX# (205) 322-6311

Please Remit To:
RAM Tool A/R Dept.
P.O. Box 743487
Atlanta, GA 30374-3487

Page 1 of 1

Invoice

94234194

02/14/2018

Sold-To Party : 105588

65166413*18077*0*127079504910022993*0408*930

3/3



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

FEB 22 2018

CUMENTS

as Order: 4196182

No.: MARTY / 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

307.25 USD

Terms of Payment

Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
10	CER-K615 029 FAC 4 CLASS B 4 SHELF	1 EA	281.88000	281.88
Subtotal Before Tax				281.88
Total Sales Tax				25.37
Total Invoice in USD				307.25

Batch # 2653115
Doc # 1634855

Vendor # 117022 PA CA 2/23/18

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026400	42035	10142200	\$ 307.25
			\$
MGR APPROVAL	LESS Retainage Withheld		\$
	Net Amount Due		\$

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ELECTRONICALLY FILED - 2018 MAR 15 PM 4:11 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Line Item 30

ELECTRONICALLY FILED - 2023 May 15 2:34 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Request for Payment

Pay Request # 16
Work Performed Through: 02/28/18

Subcontractor's Name Cook & Boardman, LLC
Subcontractor's Address 9347 D. Ducks Lane, Ste A
Charlotte NC 28273
Phone Number _____
Fax Number _____

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 02/14/18
Owner: Library Associates, LLC

Description of Work: Doors & Hardware

Original Contract Amount	<u>\$1,502,448.00</u>
Change Order Total	<u>\$257,538.65</u>
Through C/O #: <u>1</u>	
Total Revised Contract	<u>\$1,759,986.65</u>
Previous Work Performed to Date(SSR)	<u>\$828,157.65</u>
Value of Materials Stored On Site	<u>\$0.00</u>
Value of Materials Stored Off Site	<u>\$0.00</u>
Current Month Gross	<u>\$155,048.18</u>
New Work Performed to Date	<u>\$983,205.83</u>
Less <u>10 % Retainage</u>	<u>\$98,320.58</u>
Amount Earned to Date	<u>\$884,885.25</u>
Less Previous Net Billings	<u>\$745,341.89</u>
Less Adjustments/Joint Checks	<u>\$0.00</u>
Less Pending Back Charges	<u>\$0.00</u>
Total Amount this Requisition	<u>\$139,543.36</u>

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 Finalized
Insurance Expiration Date 06/15/18

Release Attached Y ☐ N ☐
Tier/Supplier Release Y ☐ N ☐
If Required Y ☐ N ☐
Reducing Retention Y ☐ N ☐

If reducing retainage, reducing From ☐ To ☒
Consent of Surety for retention Y ☐ N ☐
reduction if bonded Y ☐ N ☒
New materials stored off site Y ☐ N ☒
If yes, attach stored materials checklist

Final Payment Y ☐ N ☒
If yes, see attached checklist

Owner Billing Number 11

Owner Payment Rec'd Date: _____

Payment Terms: Pay When Paid

Pay Select # 1626313
Batch #

2641775

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
50540	111007	13026400	532364
Date	Invoice #	Description	
02/28/18	13026400 - 16	13026400 . PE# 16 . 18.02	
Gross Amount	Retainage Amt	Net Amount	
\$155,048.18	\$98,320.58	\$139,543.36	
Trade Account 17	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400.50810000 45	NO
Halt Codes: 02- OWNER FUNDING lower tier waivers PM Approval			

Approvals: _____
PM / Date

CA 02/14/18
PA / Date

APA / Date

Balfour Beatty Construction

Request for Payment

Pay Request # 18
Work Performed Through: 2/13/2018

Subcontractor's Name Cook & Boardman, LLC
Subcontractor's Address 8347 D. Ducks Lane, Suite A
Charlotte, NC 28273
Phone Number 704-334-8883
Fax Number 704-334-8386

Project Name: Hotel at Market Square Job No.: 13028000 Date: 5/13/2016
Owner: Wells Fargo

Description of Work: Doors, Frames, Hardware

Original Contract Amount	\$1,502,448.00
Change Order Total Through C/O #:	\$257,538.65
Total Revised Contract	\$1,759,986.65
Value of Work Performed to Date	\$983,205.83
Value of Materials Stored On Site	
Value of Materials Stored Off Site	
Current Month (Stored Materials)	
Total	\$983,205.83
Less 10% Retainage	\$98,320.58
Amount Earned to Date	\$884,885.25
Less Previous Billings/Payments	\$745,341.89
Less Adjustments/Joint Checks	
Less Pending Back Charges	
Total Amount this Requisition	\$139,543.36

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 Y ☐ N ☐
If Required
Reducing Retention Y ☐ N ☐

If reducing retainage, reducing From ☐ To ☐
Consent of Surety for retention Y ☐ N ☐
reduction if bonded
New materials stored off site Y ☐ N ☐
If yes, attach stored materials checklist

Final Payment Y ☐ N ☐
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	
\$983,205.83	\$98,320.58	\$139,543.36	
Acquire Tax	Tax Code	Pay Item & Cost Code	
YES			
NO			

Make Codes:

Approvals: PM / Date PA / Date APA / Date

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (Contractor): PROJECT: Hotel at Marion Square

BALFOUR BEATTY CONSTRUCTION, LLC
1830 Camden Road, Suite 280
Charlotte, NC 28203

FROM (TRADE CONTRACTOR): V/A (Construction Contract):

Cook & Boardman, LLC
8347 D. Dicks Lane, Ste A
Charlotte, NC 28273

CONTRACTOR'S APPLICATION FOR PAYMENT

CONTRACT FOR: Doors, Frames, Hardware, Toilet Accessories

CHANGE ORDER SUMMARY		
Change Orders approved previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL		
Approved this Month		
No. Date Approved		
1 11/30/2015		-2,596.00
TOTALS	0.00	-2,596.00

Net change by Change Orders: -2,596.00
The undersigned Contractor certifies that to the best of the contractor's knowledge information and belief the Work covered by this 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: *[Signature]* Date: 2/13/2018

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.

AIA DOCUMENT G702 PAGE 1 OF 2 PAGES

APPLICATION: 18 DISTRIBUTION TO:

PERIOD FROM 01/15/2018 OWNER

PERIOD TO: 02/13/2018 CONTRACTOR

ARCHITECT

TRADE CONTRACTOR

ARCHITECTS

PROJECTS NC 13028000

CONTRACT DATE: 6/13/2015

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

1. ORIGINAL CONTRACT SUM	\$ 1,502,448.00
2. Net change by Change Orders	\$ 257,538.65
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 1,759,986.65
4. TOTAL COMPLETED & STORED TO DATE (Column G)	\$ 983,205.83

5. RETAINAGE:

a. 10 % of Completed Work \$ 98,320.58
(Column D + E)

b. 10 % of Stored Material \$
(Column F)

Total Retainage (Line 5a + 5b or

Total in Column i)

6. TOTAL EARNED LESS RETAINAGE	\$ 98,320.58
(Line 4 less Line 5 Total)	\$ 884,885.25

7. LESS PREVIOUS CERTIFICATES FOR

PAYMENT (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE	\$ 745,341.89
------------------------	---------------

9. BALANCE TO FINISH, PLUS RETAINAGE

(Line 3 less Line 6)	\$ 139,543.36
	\$ 875,101.40

State of: North Carolina

County of: Mecklenburg

Subscribed and sworn to before me this 13th day of February

Notary Public: *[Signature]*

My commission expires: 8-1-22

2018 LORI C PFAFF
Notary Public, North Carolina
Mecklenburg County
My Commission Expires
August 01, 2022

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.

APPLICATION NUMBER: 16

APPLICATION DATE: 11/11/2015

PERIOD TO: #####

ARCHITECT'S PROJECT NO: 13026000

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D		E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (C÷ G)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)							
1	Hollow Metal	100,963.53	100,963.53				100,963.53	100%	0.00	10,086.35
2	Wood Doors	517,471.37	395,618.13		107,198.00		502,816.13	97%	14,855.24	50,281.61
3	Hardware	635,894.54	238,490.71		20,728.93		259,219.64	41%	376,874.90	25,921.96
4	Installation	189,140.00	61,260.25		27,121.25		88,381.50	47%	100,758.50	8,838.15
5	Job Site Cleanup	2,587.20	0.00				0.00	0%	2,587.20	0.00
6	Freight	26,342.40	0.00				0.00	0%	26,342.40	0.00
7	Punchlist Items	30,048.98	0.00				0.00	0%	30,048.98	0.00
	Change Order #1	-2,598.00	-2,598.00				-2,598.00	100%	0.00	-259.60
	Change Order #2	0.00	0.00				0.00	100%	0.00	0.00
	Change Order #3	-11,517.28	-11,517.28				-11,517.28	100%	0.00	-1,151.73
	Change Order #4	38,745.30	35,593.92				35,593.92	92%	3,151.38	3,559.39
	Change Order #5	2,838.73					0.00	0%	2,638.73	0.00
	Change Order #6	2,046.87					0.00	0%	2,046.87	0.00
	Change Order #7	✓ 228,221.03	10,344.39				10,344.39	5%	217,876.64	1,034.44

**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 \$ 139,543.36
(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 February 13, 2018 (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 13th day of February, 2018.

Cook & Boardman
(Company Name)

By: Lori Hiel

Its: Accounting Manager

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

The foregoing Instrument was signed, sealed and acknowledged before me this 13th day of February, 2018, 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:

Lori C Pfaff
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)

Balfour Beatty Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marlton Square
Job #	13026000

Date Prepared:	2/13/2018
----------------	-----------

PRIME SUB'S NAME	Cook & Beard
Attachment for Pay Req #:	16
for Month Ending:	2/28/2018

A	B	C	D	E	F	G	H	I	J	K
Subcontractor/Supplier List in tier 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-in-progress (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 Elm St. Somerville, MA 02147 215-834-1234	Yes - PT	NO	N/A	NO	YES	\$12,121.00	4/21/2018	3/31/2018	PARTIAL	Final March 2018
Accurate Lock	No	No	N/A	No	YES	\$460.80	10/20/2018	1/15/2018	FINAL	
Arch. Blinds Supply	No	No	N/A	No	YES	\$9,084.20	8/12/2017	1/15/2018	PARTIAL	
Baldwin Hardware	No	No	N/A	No	YES	\$22,351.68	11/17/2017	1/15/2018	PARTIAL	
Casco	No	No	N/A	No	YES	\$77,593.73	1/3/2018	1/15/2018	PARTIAL	
Connecticut Door & Hardware	No	No	N/A	No	YES	\$57,320.00	1/23/2018	1/15/2018	PARTIAL	
Custom Metal Products	No	No	N/A	No	YES	\$2,310.00	5/2/2017	1/15/2018	PARTIAL	
Eric Morris & Company	No	No	N/A	No	YES	\$14,803.30	1/23/2018	1/15/2018	PARTIAL	
Graham Mfg.	No	No	N/A	No	YES	\$6,185.76	5/19/2017	1/15/2018	PARTIAL	
Huper	No	No	N/A	No	YES	\$11,595.74	10/3/2017	1/15/2018	PARTIAL	
Harvard Empty Systems	No	No	N/A	No	YES	\$7,538.25	10/28/2017	1/15/2018	PARTIAL	
HMF Express	No	No	N/A	No	YES	\$34,542.00	2/6/2018	1/15/2018	PARTIAL	

L E Johnson	No	No	N/A	No	YES	\$53,578.58	8/29/2017	1/15/2018	PARTIAL		
LCN	No	No	N/A	No	YES	\$3,183.00	10/18/2017	1/15/2018	PARTIAL		
McQuay	No	No	N/A	No	YES	\$12,174.65	8/22/2017	1/15/2018	PARTIAL		
Pomato	No	No	N/A	No	YES	\$23,434.88	12/22/2017	1/15/2018	PARTIAL		
Razon	No	No	N/A	No	YES	\$32,428.23	11/21/2017	1/15/2018	PARTIAL		
Rockwood	No	No	N/A	No	YES	\$8,338.12	5/9/2017	1/15/2018	PARTIAL		
Mallman Company	No	No	N/A	No	YES	\$338,580.65	12/8/2017	1/15/2018	PARTIAL		
Thorax America	No	No	N/A	No	YES	\$456.02	1/22/2018	1/15/2018		FINAL	
Yale Security	No	No	N/A	No	YES	\$12,155.36	8/26/2017	1/15/2018	PARTIAL		
Sargent Manufacturing	No	No	N/A	No	YES	\$43,810.88	11/20/2017	1/15/2018	PARTIAL		

**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 \$ 139,543.36 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

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 13th day of February 2018, 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 February, 2018.

Signed, sealed and delivered
in the presence of:

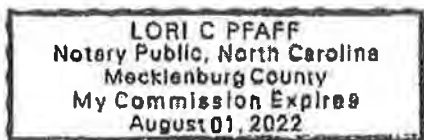
Shea Weernhoff
Signature
Shea Weernhoff
Print Name

Cook & Boardman
a North Carolina corporation
Terri Hill
Signature
Terri Hill / Accounting Manager
Print Name & Title

STATE OF North Carolina

COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 13th day of February, 2018, 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, STATE OF North Carolina

My Commission Expires: 8-1-22

Line Item 31

Balfour Beatty
Construction**Request for Payment**

Subcontractor's Name Southeastern Architectural Systems
 Subcontractor's Address 9325 Forsyth Park Dr.
Charlotte, NC 28273
 Phone Number 704-896-5805
 Fax Number _____

Pay Request # Four
 Work Performed Through: 12/31/2017

Project Name: Hotel at Marion Square
 Owner: Library Associates LLC

Job No.: 13026000Date: 13-Dec-17**Description of Work:****Aluminum Garage Roll Up Door**

Original Contract Amount	<u>\$38,872.00</u>
Change Order Total	<u>\$114,965.00</u>
Through C/O #: _____	
Total Revised Contract	<u>\$153,837.00</u>
Value of Work Performed to Date	<u>\$116,465.00</u>
Value of Materials Stored On Site	<u>\$0.00</u>
Value of Materials Stored Off Site	<u>\$0.00</u>
Current Month (Stored Materials)	<u>\$0.00</u>
Total	<u>\$116,465.00</u>
Less _____% Retainage	<u>\$11,646.50</u>
Amount Earned to Date	<u>\$104,818.50</u>
Less Previous Billings/Payments	<u>\$94,471.65</u>
Less Adjustments/Joint Checks	<u>\$0.00</u>
Less Pending Back Charges	<u>\$0.00</u>
Total Amount this Requisition	<u>\$10,346.85</u>

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
Date	Invoice #	Description	
Gross Amount		Retainage Amt	Net Amount
\$116,465.00		\$11,646.50	\$10,346.85
Accrue Tax	Tax Code	Pay Item & Cost Code	
YES			
NO			
Rate Codes:			

Approvals: _____

PM / Date _____ PA / Date _____ APA / Date _____

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 ☐ Y ☐ N ☐
 If Required _____
 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 ☐ Y ☐ N ☐
 If yes, attach stored materials checklist

Final Payment ☐ Y ☐ N ☐
 If yes, see attached checklist

Owner Billing Number

Owner Payment Rec'd Date:

Payment Terms:

Pay Select #

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (Contractor):
BALFOUR BEATTY CONSTRUCTION, LLC
1930 Camden Road, Suite 280
Charlotte, NC 28203

PROJECT:
Hotel at Marion Square
400 Kings Street
Charleston, SC 29403

FROM (TRADE CONTRACTOR):
VIA (Construction Contract):

AIA DOCUMENT G702 PAGE 1 OF 2 PAGES

APPLICATION: Four
PERIOD FROM 12/01/2017
PERIOD TO: 12/31/2017

DISTRIBUTION TO:
☒ OWNER
☒ CONTRACTOR
☒ ARCHITECT
☒ TRADE CONTRACTOR

ARCHITECTS
PROJECTS NC 13026000

CONTRACT FOR:
CONTRACTOR'S APPLICATION FOR PAYMENT

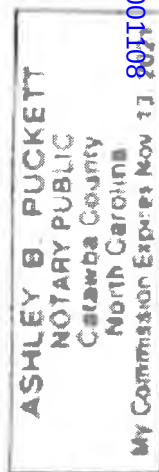
CHANGE ORDER SUMMARY		DEDUCTIONS	
Change Orders applied previous months by Owner	ADDITIONS		
TOTAL			
Approved this Month			
No. Date Approved			
TOTALS	0.00		\$0.00
Net change by Change Orders:			\$0.00

The undersigned Contractor certifies that to the best of the contractor's knowledge information and belief 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: _____

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



CONTRACT DATE:

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet

1. ORIGINAL CONTRACT SUM	\$	38,872.00
2. Net change by Change Orders	\$	114,965.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	153,837.00
4. TOTAL COMPLETED & STORED TO DATE (Column G)	\$	116,465.00
5. RETAINAGE:		
a. 10% % of Completed Work (Column D + E)	\$	11,646.50
b. 10% % of Stored Material (Column F)	\$	
Total Retainage (Line 5a + 5b or Total in Column I)	\$	11,646.50
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	104,818.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	94,471.65
8. CURRENT PAYMENT DUE	\$	10,346.85
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	49,018.50

State of : North Carolina
County of: Mecklenburg
Subscribed and sworn to before me this 16th day of November, 2017
Notary Public:
My commission expires: Nov. 13, 2016

AMOUNT CERTIFIED \$10,346.85
(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

CONTINUATION SHEET

PROJECT: **Hotel at Marion Square**

400 Kings Street

Charleston, SC 29403

APPLICATION NUMBER: Four

APPLICATION DATE: 12/15/2017

PERIOD TO: 12/31/2017

ARCHITECT'S PROJECT NO: _____

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)						
	Material								
1	Garage Door Assembly	12,000.00					\$0.00	\$12,000.00	\$0.00
2	Garage Door Motor & Track Assembly	16,872.00					\$0.00	\$16,872.00	\$0.00
3							\$0.00	\$0.00	\$0.00
4							\$0.00	\$0.00	\$0.00
	Labor								
1	Shop drawings / Submittals	1,500.00					\$0.00	\$0.00	\$0.00
2	Installation of Door	8,500.00					\$0.00	\$0.00	\$0.00
3							\$0.00	\$0.00	\$0.00
4							\$0.00	\$0.00	\$0.00
	Subtotal:	38,872.00	\$1,500.00				\$1,500.00	\$0.00	\$150.00
	Change Order(s)								
1	CO#1-Cl No.347 - Red Wood Pergola	114,965.00			\$11,496.50		\$0.00	\$0.00	\$11,496.50
2							\$0.00	\$0.00	\$0.00
3							\$0.00	\$0.00	\$0.00
4							\$0.00	\$0.00	\$0.00
	Subtotal: (Change Orders)	114,965.00					\$114,965.00	\$0.00	\$0.00
	Total	153,837.00	104,968.50		11,496.50	0.00	116,465.00	37,372.00	11,646.50

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

KNOW ALL MEN BY THESE PRESENTS:

That Southeastern Architectural Systems (the "Lienor") for and in consideration of the payment of the sum of \$ 10,346.85 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 31 day of Dec., 2017, excluding the items identified hereinabove, if any.

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

IN WITNESS THEREOF, I have hereunto set my hand seal this 13 day of Dec, 2017.

Signed, sealed and delivered
in the presence of:

Southeastern Architectural Systems
a _____ corporation

Ashley B. Puckett

Signature
Ashley B. Puckett

Print Name

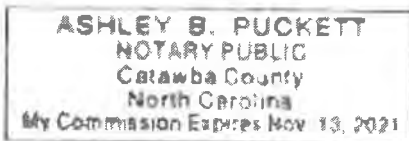
Tom Rochester

Signature
Tom Rochester, President

Print Name & Title

STATE OF North Carolina

COUNTY OF Mecklenburg



The foregoing instrument was acknowledged before me this 13 day of Dec, 2017, by Tom Rochester, President of Southeastern Arch. Systems, a _____ corporation on, on behalf of the corporation. He/she is personally known to me or has produced personally known (type of identification) as identification.

NOTARY PUBLIC, STATE OF N. Carolina

My Commission Expires: Nov. 13, 2021

Balfour Beatty Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000
Date Prepared:	Dec. 13, 2017
PRIME SUB'S NAME	Southeastern Architectural Systems
Attachment for Pay Req #:	Two
for Month Ending:	Dec. 31, 2017

A	B	C	D	E	F	G	H	I	J	K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)	Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: (as noted on releases)	Tier's most recent release is PARTIAL or FINAL? Select One	Comments:
SAMPLE TIER 123 Example Dr. Somewhere, NC 27607 919-834-1234	yes - PIT	NO	N/A		YES NO	\$12,123.00	4/27/2010	3/31/2010	PARTIAL FINAL	thru March 2010
Construction Material Solutions Fairview Dr. Charlotte, NC	No	No	n/a	No	Yes	\$63,789.55	12/1/2017	12/31/2017	PARTIAL	
Remco Construction LLC 2265 Dellinger Dr. Newton, NC	No	No	n/a	No	Yes	\$14,100.00	12/5/2017	12/31/2017	PARTIAL	
					YES NO				PARTIAL	
					YES NO				PARTIAL	
					YES NO				PARTIAL	
					YES NO				PARTIAL	
					YES NO				PARTIAL	
					YES NO				PARTIAL	
					YES NO				PARTIAL	
					YES NO				PARTIAL	
					YES NO				PARTIAL	

Balfour Beatty Construction

Exhibit F2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT (Subcontractor/Vendor)

The undersigned, Remco Construction LLC ("Subcontractor"), pursuant to a
(Name of Subcontractor)
contract or agreement with Balfour Beatty Construction, LLC, ("BBC"),
Southeastern Architectural Systems, 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 Marion Square ("Project")
(Name or Description of Project)
which is located at 400 Kings Street
(Street Address)
in the City of Charleston, and County of _____,
and is owned by Library Associates LLC ("Owner").
(Name of Owner)

Subcontractor has been paid and received payment of \$ 14,100.00,
(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 Dec. 31, 2017 (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

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 13 day of December, 2017.

Remco Construction LLC
(Company Name)

By: Mary Chavez

Its: Mary Chavez / Asst. Office Manager

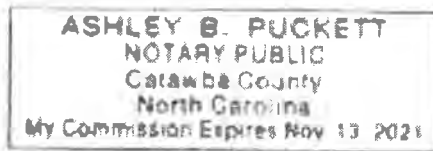
STATE OF North Carolina

COUNTY OF Mecklenburg

The foregoing instrument was signed, sealed and acknowledged before me this 13 day of Dec., 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: Ashley B. Puckett
Notary Public

My Commission expires: Nov. 13, 2021



(Notary Seal)

Balfour Beatty
Construction

Exhibit F2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT
(Subcontractor/Vendor)

The undersigned, Construction Material Solutions ("Subcontractor"), pursuant to a
(Name of Subcontractor)
contract or agreement with Balfour Beatty Construction, LLC, ("BBC"),
Southeastern Architectural Systems, 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 Marion Square ("Project")
(Name or Description of Project)
which is located at 400 Kings Street
(Street Address)
in the City of Charleston, and County of _____,
and is owned by Library Associates LLC ("Owner").
(Name of Owner)

Subcontractor has been paid and received payment of \$ 63,789.55,
(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 Dec. 31, 2017 (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

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 13 day of December, 2017.

Construction Material Solutions
(Company Name)

By: Lynn DeBurger

Its: VP

STATE OF North Carolina

COUNTY OF Mecklenburg

The foregoing instrument was signed, sealed and acknowledged before me this 13 day of Dec., 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: Ashley B. Puckett

Notary Public

My Commission expires: Nov. 13, 2021

(Notary Seal)

ASHLEY B. PUCKETT
NOTARY PUBLIC
Catawba County
North Carolina
My Commission Expires Nov. 13, 2021

1st for Payment

Subcontractor's Name **Tom Rochester & Associates DBA Southeastern Architectural Systems (SEAS)**
Subcontractor's Address **21016 Cawlawba Ave
Cornelius, NC 28031**
Phone Number **704-896-5805**
Fax Number

Pay Request # **5**
Work Performed Through: **02/28/18**

Project Name: **Hotel at Marion Square** Job No.: **13026400**
Owner: **Library Associates, LLC**

Date: **02/15/18**

Description of Work: **Roll Up Door**
Original Contract Amount **\$38,872.00**
Change Order Total **\$114,965.00**
Through C/O #: **0**
Total Revised Contract **\$153,837.00**
Previous Work Performed to Date(SSR) **\$116,465.00**
Value of Materials Stored On Site
Value of Materials Stored Off Site **\$0.00**
Current Month Gross **\$28,872.00**
New Work Performed to Date **\$145,337.00**
Less **10 % Retainage** **\$14,533.70**
Amount Earned to Date **\$130,803.30**
Less Previous Net Billings **\$104,818.50**
Less Adjustments/Joint Checks **\$0.00**
Less Pending Back Charges **\$0.00**
Total Amount this Requisition **\$25,984.80**

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 **Finalized**
Insurance Expiration Date **01/01/19**

Release Attached **Y** ☐ **N** ☐
Tier/Supplier Release **Y** ☐ **N** ☐
If Required **Y** ☐ **N** ☐
Reducing Retention **Y** ☐ **N** ☐

If reducing retainage, reducing From ☐ To ☒
Consent of Surety for retention **Y** ☐ **N** ☐
reduction if bonded **Y** ☐ **N** ☒
New materials stored off site **Y** ☐ **N** ☒
If yes, attach stored materials checklist

Final Payment **Y** ☐ **N** ☒
If yes, see attached checklist

Owner Billing Number **7**

Owner Payment Rec'd Date:

Payment Terms: **Pay When Paid**

Pay Select #

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
50540	118099	13026400	533673
Date	Invoice #	Description	
02/28/18	13026400 - 05	13026400 . PE# 05 . 18.02	
Gross Amount	Retainage Amt	Net Amount	
\$28,872.00	\$1,443.80	\$25,984.80	
Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400 50830500 40	NO

Half Codes: **02- OWNER FUNDING** **PM Approval**

Approved:

PM / Date

CA 02/15/18
PA / Date

APA / Date

Balfour Beatty
Construction

Request for Payment

Subcontractor's Name
Subcontractor's Address

Southeastern Architectural Systems

9325 Forsyth Park Dr.

Charlotte, NC 28273

Phone Number

704-896-5805

Fax Number

Pay Request #

Work Performed Through:

686

2/28/2018

Project Name:

Hotel at Marion Square

Job No.: 13026000

Date: 28-Feb-18

Owner:

Library Associates LLC

Description of Work:

Aluminum Garage Roll Up Door

Original Contract Amount

\$38,872.00

Change Order Total

\$114,965.00

Through CJO #:

Total Revised Contract

\$153,837.00

Value of Work Performed to Date

\$145,337.00

Value of Materials Stored On Site

\$0.00

Value of Materials Stored Off Site

\$0.00

Current Month (Stored Materials)

\$0.00

Total

\$145,337.00

Less % Retainage

\$14,533.70

Amount Earned to Date

\$130,803.30

Less Previous Billings/Payments

\$104,818.50

Less Adjustments/Joint Checks

\$0.00

Less Pending Back Charges

\$0.00

Total Amount this Requisition

\$25,984.80

Subcontract ☐

Purchase Order ☐

Other Contract Type

Unit Price ☐

Lump Sum ☐

Bonded ☐

Unbonded ☐

Subguard ☐

Alternate Plan ☐

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:

CU #	Vendor #	Job #	Contract No.
Date	Invoice #	Description	
Gross Amount	Retainage Amt	Net Amount	
\$145,337.00	\$14,533.70	\$130,803.30	
Accept Tax	Tax Code	Pay Item & Cost Code	
YES			
NO			

Approvals:

PM / Date

PA / Date

APA / Date

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (Contractor):
BALFOUR BEATTY CONSTRUCTION, LLC
1930 Camden Road, Suite 280
Charlotte, NC 28203

PROJECT:
Hotel at Marion Square
400 Kings Street
Charleston, SC 29403

FROM (TRADE CONTRACTOR):
VIA (Construction Contract):

AIA DOCUMENT G702 PAGE 1 OF 2 PAGES

APPLICATION: Five
PERIOD FROM 02/01/2018
PERIOD TO: 02/18/2018

DISTRIBUTION TO:
OWNER
CONTRACTOR
ARCHITECT
TRADE CONTRACTOR

ARCHITECTS
PROJECTS NC 13026000

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		DEDUCTIONS
Change Orders approved previous months by Owner	ADDITIONS	
TOTAL		
Approved this Month		
No. Data Approved		
TOTALS	0.00	\$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 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 have been issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Date: 2/15/2018

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.

CONTRACT DATE:

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

1. ORIGINAL CONTRACT SUM	\$	38,872.00
2. Net change by Change Orders	\$	114,965.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	153,837.00
4. TOTAL COMPLETED & STORED TO DATE (Column G)	\$	145,337.00

5. RETAINAGE:

a. 10 % of Completed Work \$ 14,533.70
(Column D + E)

b. 10 % of Stored Material \$
(Column F)

Total Retainage (Line 5a + 5b or

Total in Column I)

6. TOTAL EARNED LESS RETAINAGE	\$	14,533.70
(Line 4 less Line 5 Total)	\$	130,803.30

7. LESS PREVIOUS CERTIFICATES FOR

PAYMENT (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE	\$	25,984.80
------------------------	----	-----------

9. BALANCE TO FINISH, PLUS RETAINAGE

(Line 3 less Line 6)	\$	23,033.70
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State of : North Carolina

County of: Mecklenburg

Subscribed and sworn to before me this 15th day of Feb. 2018

Notary Public:

My commission expires: Nov. 13, 2016

AMOUNT CERTIFIED

\$25,984.80

(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.

PAGE 2 OF 2 PAGES

Five

APPLICATION DATE: 02/15/2018

PERIOD TO: 02/28/2018

ARCHITECT'S PROJECT NO.:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D		E	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (C÷G)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)		WORK COMPLETED THIS PERIOD					
	Material									
1	Garage Door Assembly	12,000.00			\$12,000.00		\$12,000.00	100%	\$0.00	\$1,200.00
2	Garage Door Motor & Track Assembly	16,872.00			\$16,872.00		\$16,872.00	100%	\$0.00	\$1,687.20
3							\$0.00		\$0.00	\$0.00
4							\$0.00		\$0.00	\$0.00
	Labor						\$0.00		\$0.00	\$0.00
1	Shop drawings / Submittals	1,500.00					\$1,500.00	100%	\$0.00	\$150.00
2	Installation of Door	8,500.00			\$1,500.00		\$0.00		\$8,500.00	\$0.00
3							\$0.00		\$0.00	\$0.00
4							\$0.00		\$0.00	\$0.00
	Subtotal:	38,872.00					\$0.00		\$0.00	\$0.00
	Change Order(s)						\$0.00		\$0.00	\$11,496.50
1	CO#1-CI No.347 - Red Wood Pergola	114,965.00			\$114,965.00		\$114,965.00	100%	\$0.00	\$0.00
2							\$0.00		\$0.00	\$0.00
3							\$0.00		\$0.00	\$0.00
4							\$0.00		\$0.00	\$0.00
	Subtotal: (Change Orders)	114,965.00					\$0.00		\$0.00	\$0.00
							\$0.00		\$0.00	\$0.00
							\$0.00		\$0.00	\$0.00
	Total	153,837.00	116,465.00		28,872.00	0.00	145,337.00	4.00	8,500.00	14,522.70

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

KNOW ALL MEN BY THESE PRESENTS:

That Southeastern Architectural Systems (the "Lienor") for and in consideration of the payment of the sum of \$ 25,984.80 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 28 day of Feb., 2018, 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 Feb., 2018.

Signed, sealed and delivered
in the presence of:

Southeastern Architectural Systems
a corporation

Signature

Signature

Print Name _____

Tom Rochester, President
Print Name & Title

STATE OF North Carolina

COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 15 day of Feb, 2018 by Tom Rochester, President of Southeastern Architectural Systems, a corporation on, on behalf of the corporation. He/she is personally known to me or has produced Personally Known (type of identification) as identification.

Ashley B. Puckett

NOTARY PUBLIC, STATE OF N. Carolina

My Commission Expires: Nov. 13, 2021

Exhibit F2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT
(Subcontractor/Vendor)

The undersigned, Remco Construction LLC ("Subcontractor"), pursuant to a
(Name of Subcontractor)
contract or agreement with Balfour Beatty Construction, LLC, ("BBC"),
Southeastern Architectural Systems, 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 Marion Square ("Project")
(Name or Description of Project)
which is located at 400 Kings Street
(Street Address)
in the City of Charleston, and County of _____,
and is owned by Library Associates LLC ("Owner").
(Name of Owner)

Subcontractor has been paid and received payment of \$ 14,100.00,
(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 Jan. 31, 2018 (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

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 15 day of Jan, 2018.

Remco Construction LLC
(Company Name)

By: Mary Chavez

Its: Mary Chavez / Asst. Office Manager

STATE OF North Carolina

COUNTY OF Mecklenburg

The foregoing instrument was signed, sealed and acknowledged before me this 15 day of Jan., 2018, 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: Nov. 13, 2021

(Notary Seal)

Exhibit F2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT
(Subcontractor/Vendor)

The undersigned, Construction Material Solutions ("Subcontractor"), pursuant to a
(Name of Subcontractor)
contract or agreement with Balfour Beatty Construction, LLC, ("BBC"),
Southeastern Architectural Systems, 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 Marion Square ("Project")
(Name or Description of Project)
which is located at 400 Kings Street
(Street Address)
in the City of Charleston, and County of _____,
and is owned by Library Associates LLC ("Owner").
(Name of Owner)

Subcontractor has been paid and received payment of \$ 64,224.55
(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 Jan. 31, 2018 (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

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 15 day of Jan, 2018.

Construction Material Solutions
(Company Name)

By: [Signature]

Its: VP

STATE OF North Carolina

COUNTY OF Mecklenburg

The foregoing instrument was signed, sealed and acknowledged before me this 15 day of Jan, 2018, 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: Nov. 13, 2021

(Notary Seal)

ASHLEY B. PUCKETT
NOTARY PUBLIC
Catawba County
North Carolina
My Commission Expires Nov 13 2021

PRE-F MENT APPLICATION

Line Item

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 14-1278
NAME AND LOCATION: Hotel @ Marion Square
404 King Street
Charleston, SC 29403

ARCHITECT: _____

APPLICATION # _____ for 14-1278
PERIOD THRU: 28-FEB-18
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	\$1,916,049.42
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$5,377,748.42
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$5,290,273.61

5. RETAINAGE:	
a. 10% of Completed Work (Column D + E on Continuation Page)	\$529,027.55
b. 0.00% of Material Stored (Column F on Continuation Page)	\$0.00

Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$529,027.55
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$4,761,246.06
7. LESS PREVIOUS APPLICATIONS	\$3,816,984.25

8. PAYMENT DUE	\$944,261.81
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$616,502.36

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months	\$850,261.57	\$6,693.14
Total approved this month	\$1,025,875.00	\$0.00
TOTALS	\$1,876,136.57	\$6,693.14
NET CHANGES	\$1,869,443.43	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labour, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR Precision Walls Inc.

By: _____ Date: _____

State of: _____

County of: _____

Subscribed and sworn to before me this _____ day of _____

Notary Public: _____

My Commission Expires: _____

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefore, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT _____

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT: _____

By: _____ Date: _____

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CONTINUATION PAGE

PROJECT: 14-1278 APPLICATION #: for 14-1278
 Hotel @ Marion Square DATE OF APPLICATION: 07-FEB-18
 Payment Application containing Contractor's signature is attached. PERIOD THRU: 28-FEB-18
 PROJECT #S:

A	B	C	D	E	F	G	H	I	
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		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)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					

ORIGINAL CONTRACT

100	Engineered Shop Drawings - Trusses	10,000.00	10,000.00		0.00	10,000.00	100%		1,000.00
101	Engineered Shop Drawings - Structural Framing	15,000.00	15,000.00		0.00	15,000.00	100%		1,500.00
102	Mobilization	30,000.00	30,000.00		0.00	30,000.00	100%		3,000.00
103	Sub Level Framing - Material	2,995.00	2,995.00		0.00	2,995.00	100%		299.50
104	Sub Level Framing - Labor	3,660.00	3,660.00		0.00	3,660.00	100%		366.00
105	Sub Level Drywall Assembly - Material	4,243.00	4,243.00		0.00	4,243.00	100%		424.30
106	Sub Level Drywall Assembly - Labor	5,130.00	5,130.00		0.00	5,130.00	100%		513.00
107	Sub Level Ceiling - Material	21,763.00	21,763.00		0.00	21,763.00	100%		2,176.30
108	Sub Level Ceiling - Labor	15,842.00	7,921.00		0.00	7,921.00	50%	7,921.00	792.10
109	1st Floor Framing - Material	42,966.00	42,966.00		0.00	42,966.00	100%		4,296.60
110	1st Floor Framing - Labor	49,956.00	49,956.00		0.00	49,956.00	100%		4,995.60
111	1st Floor Drywall Assembly - Material	46,016.00	46,016.00		0.00	46,016.00	100%		4,601.60
112	1st Floor Drywall Assembly - Labor	64,846.00	61,603.70	3,242.30	0.00	64,846.00	100%		6,484.60
113	1st Floor ACT - Material	6,948.00	6,948.00		0.00	6,948.00	100%		694.80
114	1st Floor ACT - Labor	4,632.00	4,168.80		0.00	4,168.80	90%	463.20	416.88
115	1st Floor Ceiling Framing - Material	19,908.00	19,908.00		0.00	19,908.00	100%		1,990.80
116	1st Floor Ceiling Framing - Labor	32,802.00	32,802.00		0.00	32,802.00	100%		3,280.20
117	1st Floor Ceiling Drywall Assembly - Material	10,131.00	10,131.00		0.00	10,131.00	100%		1,013.11
118	1st Floor Ceiling Drywall Assembly - Labor	24,069.00	22,865.55	1,203.45	0.00	24,069.00	100%		2,406.91
119	2nd Floor Framing - Material	52,053.00	52,053.00		0.00	52,053.00	100%		5,205.30
120	2nd Floor Framing - Labor	52,366.00	52,366.00		0.00	52,366.00	100%		5,236.60
121	2nd Floor Drywall Assembly - Material	54,022.00	54,022.00		0.00	54,022.00	100%		5,402.20

CONTINUATION PAGE

PROJECT: 14-1278 APPLICATION #: for 14-1278
 Hotel @ Marion Square DATE OF APPLICATION: 07-FEB-18
 Payment Application containing Contractor's signature is attached. PERIOD THRU: 28-FEB-18
 PROJECT #S:

A	B	C	D	E		F	G	H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		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)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
122	2nd Floor Drywall Assembly - Labor	74,019.00	70,318.05	3,700.95	0.00	74,019.00	100%		7,401.92
123	2nd Floor ACT - Material	24,763.00	24,763.00		0.00	24,763.00	100%		2,476.30
124	2nd Floor ACT - Labor	16,842.00	12,631.50	1,684.20	0.00	14,315.70	85%	2,526.30	1,431.57
125	2nd Floor Ceiling Framing - Material	56,070.00	56,070.00		0.00	56,070.00	100%		5,607.00
126	2nd Floor Ceiling Framing - Labor	48,724.00	48,724.00		0.00	48,724.00	100%		4,872.40
127	2nd Floor Ceiling Drywall Assembly - Material	12,635.00	12,635.00		0.00	12,635.00	100%		1,263.51
128	2nd Floor Ceiling Drywall Assembly - Labor	29,608.00	28,127.60	1,480.40	0.00	29,608.00	100%		2,960.80
129	3rd Floor Framing - Material	89,705.00	89,705.00		0.00	89,705.00	100%		8,970.50
130	3rd Floor Framing - Labor	99,911.00	99,911.00		0.00	99,911.00	100%		9,991.11
131	3rd Floor Drywall Assembly - Material	92,351.00	92,351.00		0.00	92,351.00	100%		9,235.11
132	3rd Floor Drywall Assembly - Labor	135,420.00	128,649.00		0.00	128,649.00	95%	6,771.00	12,864.90
133	4th Floor Framing - Material	89,705.00	89,705.00		0.00	89,705.00	100%		8,970.50
134	4th Floor Framing - Labor	99,911.00	99,911.00		0.00	99,911.00	100%		9,991.10
135	4th Floor Drywall Assembly - Material	92,351.00	92,351.00		0.00	92,351.00	100%		9,235.11
136	4th Floor Drywall Assembly - Labor	135,420.00	128,649.00		0.00	128,649.00	95%	6,771.00	12,864.90
137	5th Floor Framing - Material	89,705.00	89,705.00		0.00	89,705.00	100%		8,970.51
138	5th Floor Framing - Labor	99,911.00	99,911.00		0.00	99,911.00	100%		9,991.11
139	5th Floor Drywall Assembly - Material	92,351.00	92,351.00		0.00	92,351.00	100%		9,235.11
140	5th Floor Drywall Assembly - Labor	135,420.00	128,649.00		0.00	128,649.00	95%	6,771.00	12,864.90
141	6th Floor Framing - Material	60,285.00	60,285.00		0.00	60,285.00	100%		6,028.51
142	6th Floor Framing - Labor	68,300.00	68,300.00		0.00	68,300.00	100%		6,830.00
143	6th Floor Drywall Assembly - Material	50,110.00	50,110.00		0.00	50,110.00	100%		5,011.00
144	6th Floor Drywall Assembly - Labor	59,552.00	56,574.40		0.00	56,574.40	95%	2,977.60	5,657.44
145	7th Floor Framing - Material	60,285.00	60,285.00		0.00	60,285.00	100%		6,028.51

CONTINUATION PAGE

Payment Application containing Contractor's signature is attached.

PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 07-FEB-18
PERIOD THRU: 28-FEB-18
PROJECT #S:

A	B	C	D	E	F	G	H	I	
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		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)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
146	7th Floor Framing - Labor	68,300.00	68,300.00		0.00	68,300.00	100%		6,830.00
147	7th Floor Drywall Assembly - Material	50,110.00	50,110.00		0.00	50,110.00	100%		5,011.00
148	7th Floor Drywall Assembly - Labor	59,552.00	56,574.40		0.00	56,574.40	95%	2,977.60	5,657.44
149	8th Floor Framing - Material	60,285.00	60,285.00		0.00	60,285.00	100%		6,028.50
150	8th Floor Framing - Labor	68,300.00	64,885.00	3,415.00	0.00	68,300.00	100%		6,830.00
151	8th Floor Drywall Assembly - Material	50,110.00	50,110.00		0.00	50,110.00	100%		5,011.00
152	8th Floor Drywall Assembly - Labor	59,552.00	56,574.38		0.00	56,574.38	95%	2,977.62	5,657.44
153	Roof Terrace Framing - Material	20,885.00	20,885.00		0.00	20,885.00	100%		2,088.50
154	Roof Terrace Framing - Labor	27,831.00	27,831.00		0.00	27,831.00	100%		2,783.11
155	Roof Terrace Drywall Assembly - Material	5,570.00	5,291.50	278.50	0.00	5,570.00	100%		557.00
156	Roof Terrace Drywall Assembly - Labor	10,250.00	9,737.50		0.00	9,737.50	95%	512.50	973.75
157	Roof Terrace Truss Package Material	196,782.00	196,782.00		0.00	196,782.00	100%		19,678.20
158	Roof Terrace Truss Package Labor	114,770.00	114,770.00		0.00	114,770.00	100%		11,477.00
159	FRP Columns Material	43,500.00	43,500.00		0.00	43,500.00	100%		4,350.00
160	FRP Column Labor	10,000.00	9,500.00	300.00	0.00	9,800.00	98%	200.00	980.00
161	GRG Dome/Pilaster Material	88,200.00	88,200.00		0.00	88,200.00	100%		8,820.00
162	GRG Dome/Pilaster Labor	15,000.00	15,000.00		0.00	15,000.00	100%		1,500.00
163	Scaffolding at stairwells	80,000.00	72,000.00	8,000.00	0.00	80,000.00	100%		8,000.00
164	Interior Mock Up	35,000.00	35,000.00		0.00	35,000.00	100%		3,500.00
165	Exterior Mock Up	15,000.00	15,000.00		0.00	15,000.00	100%		1,500.00
	SUB TOTAL	3,461,699.00	3,397,525.38	23,304.80	0.00	3,420,830.18	99%	40,868.82	342,083.16

CHANGE ORDERS

CONTINUATION PAGE

PROJECT: 14-1278
 Hotel @ Marion Square
 APPLICATION #: for 14-1278
 DATE OF APPLICATION: 07-FEB-18
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Payment Application containing Contractor's signature is attached.

A	B	C	D		E	F	G	H	I
			AMOUNT PREVIOUS PERIODS	COMPLETED WORK AMOUNT THIS PERIOD					
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT			STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C - G)	RETAINAGE (If Variable)
1	CO-16441 - Change Order 1 - wood ramp. bbc office b	11,902.00	11,902.00			0.00	100%	11,902.00	1,190.20
2	CO-16442 - CO 2 - adds for office changes and ramp	1,182.00	1,182.00			0.00	100%	1,182.00	118.20
3	CO-16443 - CO 3 - plywood screen wall at king street	4,550.00	4,550.00			0.00	100%	4,550.00	455.00
4	CO-17291 - Install 5/8" Gypsum Exterior Sheathing For	5,245.00	5,245.00			0.00	100%	5,245.00	524.50
5	CO-17413 - Temp Wall T&M Work from 8/26/16 - 8/26/17	6,096.00	6,096.00			0.00	100%	6,096.00	609.60
6	CO-17688 - 50 pieces of flat strapping for BBC (6" 18g	500.00	500.00			0.00	100%	500.00	50.00
7	CO-17125 - MOD 1 Changes	18,637.00	18,637.00			0.00	100%	18,637.00	1,863.70
8	CO-17691 - BBC Onsite Offices/Conference Room T&M	5,249.00	5,249.00			0.00	100%	5,249.00	524.90
9	CO-17825 - Framing / Sheathing at Buck Hoist Floors 2	3,665.00	3,665.00			0.00	100%	3,665.00	366.50
10	CO-17842 - RFI 0777 Pump Room Wall Type change f	2,699.00	2,699.00			0.00	100%	2,699.00	269.90
11	CO-17572 - Offsite Model Room Blocking per BBC req	2,013.00	2,013.00			0.00	100%	2,013.00	201.30
12	CO-17830 - RFI 0738 Pool Deck Slab Revision	4,441.00	4,441.00			0.00	100%	4,441.00	444.10
13	CO-17996 - Contract Alternate to Add 22ga Decking an	44,000.00	44,000.00			0.00	100%	44,000.00	4,400.00
14	CO-18006 - ASI 19 Revisions	3,601.00	3,601.00			0.00	100%	3,601.00	360.10
15	CO-18024 - Structural Revision - Delete Ballroom Colu	-915.00	-915.00			0.00	100%	-915.00	-91.50
16	CO-18106 - RFI-0024 Shower Curb Detail	22,204.00	22,204.00			0.00	100%	22,204.00	2,220.40
17	CO-17428 - RFI 0019 - Change Ramp Wall to Wall Ty	6,880.00	6,880.00			0.00	100%	6,880.00	688.00
18	CO-18128 - Labor to Temp in 9th Floor Elevator Shafts	966.00	966.00			0.00	100%	966.00	96.60
19	CO-18127 - Re-Install Exterior Wall Rigid Insulation an	1,890.00	1,890.00			0.00	100%	1,890.00	189.00
20	CO-18129 - Remove/replace drywall and adjust pocket	1,470.00	1,470.00			0.00	100%	1,470.00	147.00
21	CO-18253 - Re-frame and hang around windows in roo	592.00	592.00			0.00	100%	592.00	59.20
22	CO-18254 - Box out around pipes that did not fall in the	921.00	921.00			0.00	100%	921.00	92.10
23	CO-17154 - MOD 4 Drawing Revisions	25,511.00	25,511.00			0.00	100%	25,511.00	2,551.10
24	CO-17426 - RFI 0405 - Roof Modifications	10,695.00	10,695.00			0.00	100%	10,695.00	1,069.50

CONTINUATION PAGE

PROJECT: 14-1278
 Hotel @ Marion Square
 Payment Application containing Contractor's signature is attached.
 APPLICATION #: for 14-1278
 DATE OF APPLICATION: 07-FEB-18
 PERIOD THRU: 28-FEB-18
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ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		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)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
25	CO-17427 - RFI 0149 - Roof Truss Revision Clarificati	9,039.00	9,039.00		0.00	9,039.00	100%		903.90
26	CO-16687 - Hotel @ Marion Square - Quarry Cast Red	251,123.00	213,454.51		0.00	213,454.51	85%	37,668.49	21,345.47
27	CO-18205 - Installation of Plaster Ceilings Per ID 502 a	34,796.00	34,796.00		0.00	34,796.00	100%		3,479.60
28	CO-18259 - Demo and Re-Build Elevator 6 Roof Syste	2,575.75	2,575.75		0.00	2,575.75	100%		257.58
29	CO-18397 - CO 17413 / BBC Change Order 5 Adjustm	-963.00	-963.00		0.00	-963.00	100%		-96.30
30	CO-17808 - MOD 2 Drawing Revisions - REVISED	7,821.00	7,821.00		0.00	7,821.00	100%		782.10
31	CO-18053 - Add 171 Drywall donut features over all tub	128,340.00	128,340.00		0.00	128,340.00	100%		12,834.00
32	CO-17841 - Remove and Replace Drywall at Private D	2,359.00	2,359.00		0.00	2,359.00	100%		235.90
33	CO-17264 - MOD 5 Drawing Revisions	19,405.00	19,405.00		0.00	19,405.00	100%		1,940.51
34	CO-18318 - SI 39 - Pattiserie Wall Changes	1,840.00	1,840.00		0.00	1,840.00	100%		184.00
35	CO-18429 - SI 41 Boardroom Revisions	1,821.00	1,821.00		0.00	1,821.00	100%		182.10
36	CO-18430 - SI 41 Prefunction Revisions	2,188.00	2,188.00		0.00	2,188.00	100%		218.80
37	CO-18417 - SI 39 - Guestroom Patching	1,060.00	1,060.00		0.00	1,060.00	100%		106.00
38	CO-18463 - RFI 0991 - ADA Bathroom Control Valve L	2,538.00	2,538.00		0.00	2,538.00	100%		253.80
39	CO-18471 - Spa Retail Revisions	4,466.00	4,466.00		0.00	4,466.00	100%		446.60
40	CO-18405 - Repair Lobby Ceiling Due to Water Damag	315.00	315.00		0.00	315.00	100%		31.50
41	CO-18516 - Repair Water Damaged Drywall & Insulatio	2,867.00	2,867.00		0.00	2,867.00	100%		286.70
42	CO-18367 - SI 38 - B32 Wall and Door Frame Demo	2,031.00	2,031.00		0.00	2,031.00	100%		203.10
43	CO-18410 - RFI 0915 Ballroom RCP Conflict with Duct	4,517.00	4,517.00		0.00	4,517.00	100%		451.70
44	CO-18549 - Repair Water Damaged Drywall & Insulatio	3,452.00	3,452.00		0.00	3,452.00	100%		345.20
45	CO-18479 - Temp Wall Extra Work Order Date 6/14/17	3,977.00	3,977.00		0.00	3,977.00	100%		397.70
46	CO-17804 - Revised Exterior Mock Up Work	15,879.00	15,879.00		0.00	15,879.00	100%		1,587.90
47	CO-17956 - Model Room 8 Revisions - Add (2) GRG S	2,496.00	2,496.00		0.00	2,496.00	100%		249.50
48	CO-18237 - Repair Damaged/Removed Rigid Insulator	3,436.00	3,436.00		0.00	3,436.00	100%		343.60

CONTINUATION PAGE

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PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 07-FEB-18
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ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		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)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
49	CO-18349 - SI 39 - Stair 4 Wall Revisions	6,371.00	6,371.00		0.00	6,371.00	100%		637.10
50	CO-18414 - SI 40 and SI 41R Revisions	6,876.00	6,876.00		0.00	6,876.00	100%		687.60
51	CO-18569 - Installation of Plaster Ceilings Per ID 502 a	19,825.00	19,428.50		0.00	19,428.50	98%	396.50	1,942.85
52	CO-17482 - MOD 6 Drawing Revisions	30,460.00	30,460.00		0.00	30,460.00	100%		3,046.00
53	CO-18606 - Repair Water Damaged Drywall & Insulation	333.00	333.00		0.00	333.00	100%		33.30
54	CO-18623 - Repair Water Damaged Drywall & Insulation	945.00	945.00		0.00	945.00	100%		94.50
55	CO-17508 - MOD 7 Drawing Revisions	41,435.00	41,435.00		0.00	41,435.00	100%		4,143.51
56	CO-18033 - MOD 8 Drawing Revisions including RFI 0	29,868.00	29,868.00		0.00	29,868.00	100%		2,986.80
57	CO-18236 - Frame Out for 2nd Floor Curtain Pockets E	406.00	406.00		0.00	406.00	100%		40.60
58	CO-18239 - Reframe Corridor 200FA Ceiling Extra Work	373.94	373.94		0.00	373.94	100%		37.39
59	CO-18240 - REVISED Added Radius Soffit Work at 2nd Floor	1,683.00	1,683.00		0.00	1,683.00	100%		168.30
60	CO-18252 - Repair Damages to 2nd Floor Overhead Insulation	1,820.00	1,820.00		0.00	1,820.00	100%		182.00
61	CO-18302 - Re-Frame Soffits at window of prefabrication	483.00	483.00		0.00	483.00	100%		48.30
62	CO-18303 - Plan Grid Issue #243 Replace insulation at 2nd Floor	654.00	654.00		0.00	654.00	100%		65.40
63	CO-18404 - Re-work 2nd floor bathroom windows due to water damage	934.87	934.87		0.00	934.87	100%		93.49
64	CO-18406 - Patching and various issues on the 4th Floor	9,632.00	9,632.00		0.00	9,632.00	100%		963.20
65	CO-18409 - Kitchen Drywall Repairs ONLY Extra Work	1,195.00	1,195.00		0.00	1,195.00	100%		119.50
66	CO-18458 - Kitchen Added Bulkheads Extra Work Order	651.00	651.00		0.00	651.00	100%		65.10
67	CO-18476 - Add structural studs to joists at 9th floor elevator	1,410.00	1,410.00		0.00	1,410.00	100%		141.00
68	CO-18477 - Add Wall not shown on plans at door 500L	294.00	294.00		0.00	294.00	100%		29.40
69	CO-18478 - Repair Drywall Damages at 1st Floor BOH	1,608.80	1,608.80		0.00	1,608.80	100%		160.88
70	CO-18480 - RFI 0976 Lower Upper Dining Soffits	1,501.00	1,501.00		0.00	1,501.00	100%		150.10
71	CO-18481 - Repair Drywall Damages at 3rd floor Extra Work	8,019.00	8,019.00		0.00	8,019.00	100%		801.90
72	CO-18482 - Repair Damaged Framing on L6 Extra Work	1,266.00	1,266.00		0.00	1,266.00	100%		126.60

CONTINUATION PAGE

PROJECT: 14-1278 APPLICATION #: for 14-1278
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73	CO-18486 - Hung back drywall where Watson took dow	3,434.00	3,434.00				0.00	3,434.00	100%	343.40
74	CO-18487 - Repair damaged rigid insulation and drywa	580.00	580.00				0.00	580.00	100%	58.00
75	CO-18643 - Shower Niche Back Charge from Watson	-4,815.14	-4,815.14				0.00	-4,815.14	100%	-481.51
76	CO-18610 - SI 48 Revisions - 2nd Floor Shower Revis	4,997.00					0.00			
77	CO-18570 - RFI 1063 - Operable Wall at PTB Soffit Fr	4,986.00					0.00			
78	CO-18702 - Repair Water Damaged Drywall & Insulatio	2,745.00					0.00			
79	CO-18472 - RFI 0999 - Pattiserie Door Frame Change	1,233.00					0.00			
80	CO-18706 - 37 More Plaster Ceiling Panels - MATER	3,819.20					0.00			
81	CO-18590 - SI 54 - Managers Apartment Ceiling Revis	4,631.00					0.00			
82	CO-18645 - RFI 1025 - Fire Damper Relocation in room	1,016.00					0.00			
83	CO-18646 - Boardroom Entry Pricing Request	1,418.00					0.00			
84	CO-18677 - 1st Floor Alcove Soffit Drop per Alec Doole	1,919.00					0.00			
85	CO-18687 - RFI 1068 - Camellias Bar Wall Framing	1,250.00					0.00			
86	CO-18368 - Flush out gap above ballroom soffit and ba	3,686.00					0.00			
87	CO-18426 - RFI 0922 Added Bulkhead to Conceal Spr	974.00					0.00			
88	CO-18591 - RFI 1070 - Added Soffit in Room 510	938.00					0.00			
89	CO-18673 - RFI 1121 - Added Soffits and Column Fur	1,549.00					0.00			
90	CO-18684 - Furnish and Install FRP in 6th floor food pr	2,531.00					0.00			
91	CO-18724 - RFI 1133 - L9 Pricing Request for Added A	3,544.00					0.00			
10001	CO-17570 - Offsite Model Room Revisions per Owner/E	7,644.00					0.00			
10002	CO-17668 - 60 Day Structure Delay Cost Impacts - Ex	143,278.00					0.00			
10003	CO-17931 - RFI 0769 - Add 6 Access Panels total for L	2,181.00					0.00			
10004	CO-18112 - Return Trip to Frame Out Openings for Lig	3,572.00					0.00			
10005	CO-18199 - RFI 878 - Guestroom C3 Modifications	2,413.00					0.00			
									3,544.00	
										764.40
										14,327.80
										218.10
										357.20
										241.30

CONTINUATION PAGE

Payment Application containing Contractor's signature is attached.

PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 07-FEB-18
PERIOD THRU: 28-FEB-18
PROJECT #S:

A	B	C	D	E		F	G	H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		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)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
10006	CO-18202 - Schedule Compression, Stacking, and Acc	189,943.00		189,943.00	0.00	189,943.00	100%		18,994.30
10007	CO-18203 - SI 34 Electrical Patching	904.00		904.00	0.00	904.00	100%		90.40
10008	CO-18222 - SI 36 R1 Owner Change Directive Levels 3	17,438.00		17,438.00	0.00	17,438.00	100%		1,743.80
10009	CO-18226 - Add Framing and Drywall Over Freezer/Co	1,305.00		1,305.00	0.00	1,305.00	100%		130.50
10010	CO-18255 - Frame out for ducts not laid out on L9 Extr	1,005.00		1,005.00	0.00	1,005.00	100%		100.50
10011	CO-18256 - 3rd Floor Duct Shaft Patching Extra Work	630.00		630.00	0.00	630.00	100%		63.00
10012	CO-18297 - Fix Shaftwall at room 347 Extra Work Orde	700.00		700.00	0.00	700.00	100%		70.00
10013	CO-18298 - Re-Frame Ceilings for Lights Not Laid out	420.00		420.00	0.00	420.00	100%		42.00
10014	CO-18299 - Extra Work Orders to add framing at 9th F	2,100.00		2,100.00	0.00	2,100.00	100%		210.00
10015	CO-18301 - Lower Soffit in Upper Dining Room due to	1,621.00		1,621.00	0.00	1,621.00	100%		162.10
10016	CO-18307 - Plan Grid Issue #291 Widen Ballroom 4 So	768.00		768.00	0.00	768.00	100%		76.80
10017	CO-18308 - Plan Grid Issue #298 Install Fire Rated Bo	1,136.00		1,136.00	0.00	1,136.00	100%		113.60
10018	CO-18309 - Plan Grid Issue #297 Install metal stud wa	396.00		396.00	0.00	396.00	100%		39.60
10019	CO-18315 - Large Cornice Revisions Due to Baker Roc	15,498.00		15,498.00	0.00	15,498.00	100%		1,549.80
10020	CO-18401 - MSH Plang Grid Issue 438 Repair Damage	377.00		377.00	0.00	377.00	100%		37.70
10021	CO-18422 - Add Framing and Drywall to Lobby Soffit O	1,620.00		1,620.00	0.00	1,620.00	100%		162.00
10022	CO-18425 - RF1 0968 - Shaftwall Ceiling at 8th Floor E	2,078.00		2,078.00	0.00	2,078.00	100%		207.80
10023	CO-18452 - MSH Claim - Cost Impacts For Schedule D	520,856.00		520,856.00	0.00	520,856.00	100%		52,085.60
10024	CO-18485 - Add Soffit to Conceal Chilled Water Pipes	347.00		347.00	0.00	347.00	100%		34.70
10025	CO-18488 - Patched back drywall removed by Watson	1,271.00		1,271.00	0.00	1,271.00	100%		127.10
10026	CO-18515 - RF1 1008 - Remove and Reinstall Door Fr	1,176.00		1,176.00	0.00	1,176.00	100%		117.60
10027	CO-18518 - Sprinkler Patching Extra Work Orders 6/23	1,588.00		1,588.00	0.00	1,588.00	100%		158.80
10028	CO-18519 - Mechanical Patching Extra Work Orders 6	876.00		876.00	0.00	876.00	100%		87.60
10029	CO-18520 - Electrical Patching Extra Work Orders 6/22	1,628.00		1,628.00	0.00	1,628.00	100%		162.80

CONTINUATION PAGE

PROJECT: 14-1278
 Hotel @ Marion Square
 APPLICATION #: for 14-1278
 DATE OF APPLICATION: 07-FEB-18
 PERIOD THRU: 28-FEB-18
 PROJECT #S:

Payment Application containing Contractor's signature is attached.

A	B	C	D	E	F	G	H	I	
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		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)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
10030	CO-18548 - Infill Windows in Foyer at Stairs 1 & 2 where	1,711.00		1,711.00	0.00	1,711.00	100%		171.10
10031	CO-18550 - Install Plywood on 3rd Floor Terrace Per B	2,058.00		2,058.00	0.00	2,058.00	100%		205.80
10032	CO-18551 - Sprinkler Patching Extra Work Orders 7/11	1,343.00		1,343.00	0.00	1,343.00	100%		134.30
10033	CO-18552 - Mechanical Patching/Repair Extra Work O	2,233.00		2,233.00	0.00	2,233.00	100%		223.30
10034	CO-18553 - Electrical Patching Extra Work Orders 8/5/	1,204.00		1,204.00	0.00	1,204.00	100%		120.40
10035	CO-18607 - Mechanical Patching/Repair Extra Work O	1,763.00		1,763.00	0.00	1,763.00	100%		176.30
10036	CO-18608 - RFI 1004 - Changes in rooms 315, 415, a	6,483.00		6,483.00	0.00	6,483.00	100%		648.30
10037	CO-18625 - Demo, shore up, and re-install elevator fro	16,727.00		16,727.00	0.00	16,727.00	100%		1,672.70
10038	CO-18644 - Hurricane Irma Claim Request	1,880.00		1,880.00	0.00	1,880.00	100%		188.00
10039	CO-18672 - RFI 1096 - Added Wall for Level 8 Low Vo	804.00		804.00	0.00	804.00	100%		80.40
10040	CO-18674 - RFI 1093 - Guestroom 603 TV Wall Confl	3,152.00		3,152.00	0.00	3,152.00	100%		315.20
10041	CO-18703 - Vanity Opening Repairs Per Marty Dale Sp	14,728.00		14,728.00	0.00	14,728.00	100%		1,472.80
10042	CO-18707 - Framing and Sheathing Adjustments at 3rd	3,935.00		3,935.00	0.00	3,935.00	100%		393.50
10043	CO-18709 - Re-mobilization costs for framing, hanging	19,755.00		19,755.00	0.00	19,755.00	100%		1,975.50
10044	CO-18722 - RFI 0986 - Room 535 Closet Relocation	747.00		747.00	0.00	747.00	100%		74.70
10045	CO-18723 - Lower Ceiling in Room 400K - See BIM Ite	252.00		252.00	0.00	252.00	100%		25.20
10046	CO-18725 - Electrical Patching Extra Work Orders 9/14	2,435.00		2,435.00	0.00	2,435.00	100%		243.50
10047	CO-18726 - Mechanical Patching/Repair Extra Work O	5,015.00		5,015.00	0.00	5,015.00	100%		501.50
10048	CO-18727 - Sprinkler Patching Extra Work Orders 8/30	418.00		418.00	0.00	418.00	100%		41.80
10049	CO-18749 - Use Epoxy to Completely Conceal Joints o	3,105.00		3,105.00	0.00	3,105.00	100%		310.50
10050	CO-18752 - RFI 1166 - Rooftop Pantry Kitchen Hood H	1,680.00		1,680.00	0.00	1,680.00	100%		168.00
	SUB TOTAL	1,916,049.42	843,568.43	1,072,480.99	0.00	1,869,443.43	98%	46,605.99	186,944.39
	FINAL TOTAL	5,377,748.42	4,241,093.81	\$32,982.80	0.00	5,290,273.61	98%	87,474.81	529,027.55

Line Item 43

**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 solely to the work performed under the specific payment application referenced herein.

That **Bernhard MCC, LLC**, (the "Lienor") for and in consideration of the payment of the sum of **\$4,920.77** 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, 2018**, 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 February, 2018.

Signed, sealed and delivered
in the presence of:

Bernhard MCC, LLC
a Louisiana corporation

Signature

Signature

Ralph Stingo, Business Unit Manager

Print Name

Vickie J. Besancon

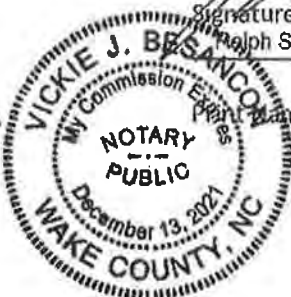
Print Name & Title

STATE OF

North Carolina

COUNTY OF

Wake



The foregoing instrument was acknowledged before me this **15th day of February, 2018**, by Ralph Stingo of **Bernhard MCC, LLC**, a Louisiana corporation on, on behalf of the corporation. He/she is personally known to me.

My Commission Expires:

12/13/21

NOTARY PUBLIC, STATE OF NC

Barnhart Batty deatty

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF FOUR PAGES

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

PROJECT: HOTEL AT MARION SQUARE

29

APPLICATION NO

Distribution to:

☒ OWNER
☒ ARCHITECT
☒ INSPECTOR

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

PERIOD TO: 2/28/2018

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.

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.

1. ORIGINAL CONTRACT SUM \$ 8,028,350.00
2. Net change by Change Orders \$ 781,314.69
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 8,809,664.69
4. TOTAL COMPLETED & STORED TO DATE (Column J on G703) \$ 8,575,851.05
5. RETAINAGE: \$ \$57,385.11
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 7,718,265.95
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ 7,713,345.18
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 1,091,398.75

SUBCONTRACTOR
By:  Date: 2/20/18
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\$ 4,920.77

(Attach explanation if amount requested differs from the amount applied. Initial all figures on this Application and entire 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.

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	778,807.17		\$0.00
Total approved this Month	2,507.52		\$0.00
TOTALS	781,314.69		\$0.00
NET CHANGES by Change Order	781,314.69		

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

AIA DOCUMENT G703 - CONTINUATION SHEET FOR G702 - 1992 EDITION - AIA - ©1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20005-5222

CONTINUATION SHEET

AIA Document G703 - APPLICATION AND CERTIFICATION FOR PAYMENT, consisting of:
 Contractor's signed certification is attached.
 In addition below, amounts are stated in the nearest dollar.
 Use Column 1 on Changes Where Variable Retainage for how items may apply.

ALL DOCUMENT G703

Page 3 of 4

APPLICATION NO: 28
 APPLICATION DATE: 2/28/2018
 PERIOD TO: 2/28/2018

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BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED 43,039 (D+E+H)	% (G+C)	BALANCE TO FINISH (C-G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D+E+H)	THIS PERIOD (H-E)					
1	MOBILIZATION	40,000.00		40,000.00	40,000.00		-	40,000.00	100.00%	-	10%
	HVAC EQUIPMENT										4,000.00
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	953,499.90		-	953,499.90	91.24%	91,500.20	95,349.68
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	1,281,788.33		-	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	488,624.00		-	488,624.00	98.92%	5,326.00	48,862.40
13	INCOMM SYSTEM	165,000.00		165,000.00	154,750.00		-	154,750.00	93.79%	10,250.00	15,475.00
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										

CONTINUATION SHEET

ALA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractors signed certification is attached.

In tabulations below, amounts are stated in the nearest dollar.

Use Column 1 on Contracts where variable retainage for this item may apply.

ALA DOCUMENT G702

Page 6 of 8

APPLICATION NO:
2/28/2018
APPLICATION DATE:
2/28/2018
PERIOD TO:

26

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	THIS PERIOD (H-E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED 43,039 (D+E+F)	% (G+C)	BALANCE TO FINISH (C-G)	RETAINAGE
27	MATERIAL	40,000.00		40,000.00	40,000.00		-	40,000.00	100.00%	-	4,000.00
28	LABOR	50,000.00		50,000.00	50,000.00		-	50,000.00	100.00%	-	5,000.00
29	SIXTH FLOOR										
30	MATERIAL	40,000.00		40,000.00	40,000.00		-	40,000.00	100.00%	-	4,000.00
31	LABOR	40,000.00		40,000.00	40,000.00		-	40,000.00	100.00%	-	4,000.00
32	SEVENTH FLOOR										
33	MATERIAL	40,000.00		40,000.00	40,000.00		-	40,000.00	100.00%	-	4,000.00
34	LABOR	40,000.00		40,000.00	40,000.00		-	40,000.00	100.00%	-	4,000.00
35	EIGHT FLOOR										
36	MATERIAL	50,000.00		50,000.00	50,000.00		-	50,000.00	100.00%	-	5,000.00
37	LABOR	75,000.00		75,000.00	75,000.00		-	75,000.00	100.00%	-	7,500.00
38	NINTH FLOOR										
39	MATERIAL	5,000.00		5,000.00	5,000.00		-	5,000.00	100.00%	-	500.00
40	LABOR	20,000.00		20,000.00	20,000.00		-	20,000.00	100.00%	-	2,000.00
41	HVAC										
42	BASEMENT MATERIAL	40,000.00		40,000.00	40,000.00		-	40,000.00	100.00%	-	4,000.00
43	BASEMENT LABOR	70,000.00		70,000.00	69,300.00	500.00	-	69,800.00	99.71%	200.00	6,980.00
44	FIRST FLOOR MATERIAL	150,000.00		150,000.00	149,500.00	250.00	-	149,750.00	99.83%	250.00	14,975.00
45	FIRST FLOOR LABOR	250,000.00		250,000.00	248,500.00	250.00	-	249,750.00	99.99%	250.00	24,975.00
46	SECOND FLOOR MATERIAL	40,000.00		40,000.00	39,600.00	200.00	-	39,800.00	99.50%	200.00	3,980.00
47	SECOND FLOOR LABOR	100,000.00		100,000.00	99,500.00	250.00	-	99,750.00	99.75%	250.00	9,975.00
48	THIRD FLOOR MATERIAL	12,000.00		12,000.00	11,520.00	230.00	-	11,750.00	97.82%	250.00	1,175.00
49	THIRD FLOOR LABOR	50,000.00		50,000.00	49,500.00	250.00	-	49,750.00	99.50%	250.00	4,975.00
50	FOURTH FLOOR MATERIAL	30,000.00		30,000.00	29,800.00	200.00	-	29,800.00	99.33%	200.00	2,980.00
51	FOURTH FLOOR LABOR	150,000.00		150,000.00	149,500.00	250.00	-	149,750.00	99.83%	250.00	14,975.00
52	FIFTH FLOOR MATERIAL	12,000.00		12,000.00	11,520.00	230.00	-	11,750.00	97.82%	250.00	1,175.00
53	FIFTH FLOOR LABOR	35,000.00		35,000.00	34,600.00	200.00	-	34,800.00	99.43%	200.00	3,480.00
54	SIXTH FLOOR MATERIAL	5,000.00		5,000.00	4,750.00	250.00	-	4,750.00	95.00%	250.00	475.00
55	SIXTH FLOOR LABOR	20,000.00		20,000.00	19,800.00	200.00	-	19,800.00	99.00%	200.00	1,980.00
56	SEVENTH FLOOR MATERIAL	5,000.00		5,000.00	4,800.00	200.00	-	4,800.00	96.00%	200.00	480.00
57	SEVENTH FLOOR LABOR	20,000.00		20,000.00	19,400.00	350.00	-	19,750.00	98.75%	250.00	1,975.00
58	EIGHTH FLOOR MATERIAL	5,000.00		5,000.00	4,750.00	250.00	-	4,750.00	95.00%	250.00	475.00
59	EIGHTH FLOOR LABOR	20,000.00		20,000.00	19,750.00	250.00	-	19,750.00	98.75%	250.00	1,975.00
60	NINTH FLOOR MATERIAL	1,000.00		1,000.00	1,000.00		-	1,000.00	100.00%	-	100.00
61	NINTH FLOOR LABOR	5,000.00		5,000.00	4,800.00		-	4,800.00	96.00%	200.00	480.00
62	FIXTURE SET OUT										

ALA DOCUMENT G702, CONTINUATION SHEET FOR G702, 1992 EDITION, ALA - PHINEAS
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20004-5225

0705-1992

Barnhart Ball, LLC

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In abbreviations below, amounts are stated in the nearest dollar.

Use Column 1 on Contracts where variable schedule for line items may apply.

AIA DOCUMENT G702

Page 5 of 4

APPLICATION NO: 28
APPLICATION DATE: 2/26/2018
PERIOD TO: 2/28/2018

26

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	THIS PERIOD (H - E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED 43,039 (D+E+H)	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE
57	MATERIAL	10,000.00		10,000.00	8,000.00			8,000.00	80.00%	2,000.00	800.00
58	LABOR	25,000.00		25,000.00	20,000.00			20,000.00	80.00%	5,000.00	2,000.00
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
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
63	CO#1 DEWAT RELOC CRANE PROT		2,074.13	2,074.13	2,074.13			2,074.13	100.00%	-	207.41
64	CO#1 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		16,891.00	16,891.00	14,791.00			14,791.00	88.62%	1,900.00	1,479.10
70	BMCC PCO 030 SI 25		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 068 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 Excl)		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
81	CO #16 MOD's 2 & 4 Ductwork Revisions		34,822.00	34,822.00	34,822.00			34,822.00	100.00%	-	3,482.20
82	CO #17 SI-23 & RFI 335 Less BIM		58,322.94	58,322.94	58,322.94			58,322.94	100.00%	-	5,832.29
83	CO #18 MOD 7 Mechanical Revisions		25,475.53	25,475.53	25,475.53			25,475.53	100.00%	-	2,547.55
84	CO #19 SI-32		59,201.82	59,201.82	59,201.82			59,201.82	100.00%	-	5,920.18
85	CO #20 SI-48		6,249.00	6,249.00	6,249.00			6,249.00	100.00%	-	624.90
86	CO #21 RFI 1025 Relocate Fire Damper		1,941.88	1,941.88	1,941.88			1,941.88	100.00%	-	194.19
87	CO #22 Reroute Waste Line Mgr's Apt.		473.69	473.69	473.69			473.69	100.00%	-	47.37
88	CO #23 - RFI 1160 Floor Drain at Pool Deck		2,507.52	2,507.52		2,507.52		2,507.52	100.00%	-	250.75
									#DIV/0!		-

CONTINUATION SHEET

AIA Document G701, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column 1 on Contracts where variable retainage for late items may apply.

AIA DOCUMENT G701

Page 5 of 4

APPLICATION NO: 29
APPLICATION DATE: 2/28/2018
PERIOD TO: 2/28/2018

26

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED 43,039 (D+E+F)	% (G + C)	BALANCE TO FINISH (G - C)	RETAINAGE
					FROM PREVIOUS APPLICATION (D+E+F)	THIS PERIOD (H - E)					
		8,028,350.00	781,314.69	8,809,664.69	8,570,383.53	5,467.52	0.00	8,575,851.05	97.35%	233,813.64	857,585.11
	GRAND TOTALS										

Balfour Beatty Protect

0

10%

Request for Payment

Pay Request # 28
Work Performed Through: 02/28/18

Subcontractor's Name **Watson Electrical Construction, Inc.**
Subcontractor's Address **3215 Fortune Dr, Suite 109**
Charleston SC 29418
Phone Number **804-550-4881**
Fax Number

Project Name: **Hotel at Marion Square** Job No.: **13026400** Date: **02/12/18**
Owner: **Library Associates, LLC**

Description of Work: **Electrical**

Original Contract Amount	\$3,963,792.00
Change Order Total Through C/O #: 2	\$514,999.91
Total Revised Contract	\$4,478,791.91
Previous Work Performed to Date(SSR)	\$4,394,150.57
Value of Materials Stored On Site	\$0.00
Value of Materials Stored Off Site	\$0.00
Current Month Gross	\$29,275.00
New Work Performed to Date	\$4,423,425.57
Less 10 % Retainage	\$442,342.56
Amount Earned to Date	\$3,981,083.01
Less Previous Net Billings	\$3,956,535.51
Less Adjustments/Joint Checks	\$0.00
Less Pending Back Charges	\$0.00
Total Amount this Requisition	\$24,547.50

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 **Finalized**
Insurance Expiration Date **02/27/18**

Release Attached Y ☐ N ☐
Tier/Supplier Release 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 Y ☐ N ☒
If yes, attach stored materials checklist

Final Payment Y ☐ N ☒
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.
53540	120128	13026400	535292
Date	Invoice #	Description	
02/28/18	13026400 - 28	13026400 . PE# 28 . 18.02	
Gross Amount	Retainage Amt	Net Amount	
\$29,275.00	\$1,463.75	\$24,547.50	
Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400.51600000 40	NO
Hall Codes 02- OWNER FUNDING PM Approval <i>updated waivers</i> C/O's-can not enter pay app			

Approvals: PM / Date CA 02/12/18 PA / Date APA / Date

Barnhart L. / 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
Job #21046

APPLICATION NO: 28

Distribution to:

☒ OWNER
☐ ARCHITECT
☐ INSPECTOR

FROM CONTRACTOR:
Watson Electrical
3215 Fortune Drive
North Charleston, SC 29418

PERIOD TO: 2/28/2018

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.

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 Date: 2/9/2018

CONTRACTOR By: Date:

CONSTRUCTION MANAGER: By: Date:

1. ORIGINAL CONTRACT SUM \$ 3,963,792.00
2. Net change by Change Orders \$ 514,999.91
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 4,478,791.91
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 4,423,425.57
5. RETAINAGE: \$ 442,342.36
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 3,981,083.01
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 3,056,535.51
8. CURRENT PAYMENT DUE \$ 24,547.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 497,708.90

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: \$ 24,547.50

(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 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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$527,186.71	(\$31,965.61)
	\$0.00	
Total approved this Month	\$19,778.81	\$0.00
TOTALS	\$546,965.52	(\$31,965.61)
NET CHANGES by Change Order	\$514,999.91	

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20008-3202

AIA DOCUMENT G702 APPLICATION AND CERTIFICATION FOR PAYMENT 1992 EDITION / AIA - ©1992

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

CONTINUATION SHEET

AIA Document (702) APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabular below, amounts are stated in the nearest dollar.
Use Column 1 on Contract where variable retainage for this item only apply.

11.1 DOCUMENT G203

Page 1 of 2

APPLICATION NO
28
APPLICATION DATE
2/9/18
PERIOD TO
2/28/18

Barnhart Jeanty

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D+E+F)	THIS PERIOD (H - E)					
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	10,000.00	-	-	10,000.00	100.00%	-	1,000.00
4	PROGRESS MEETINGS	12,000.00		12,000.00	12,000.00	-	-	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 PACKS	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	15,000.00	-	179,000.00	85.24%	31,000.00	17,900.00
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	1,300.00	-	16,725.00	95.57%	775.00	1,672.50
30	SITE POWER & LIGHTING-Labor	12,800.00		12,800.00	11,500.00	750.00	-	12,250.00	95.70%	550.00	1,225.00
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	LIGHTING INSTALL-Material	1,560.00		1,560.00	1,560.00	-	-	1,560.00	100.00%	-	156.00

CONTINUATION SHEET

AIA Document C702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated in the nearest dollar.

Use Column I on Contracts where variable retainage (or line items may apply).

11-11-2019 10:57 AM

Page 3 of 7

APPLICATION NO
29/18
APPLICATION DATE
2/28/18
PERIOD TO

Balfour Beatty Project

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	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
37	LIGHTING 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 CONDUIT ROUGH IN-Material	18,750.00		18,750.00	18,750.00	-	-	18,750.00	100.00%	-	1,875.00
51	SLAB CONDUIT ROUGH IN-Labor	14,750.00		14,750.00	14,750.00	-	-	14,750.00	100.00%	-	1,475.00
52	WALL/CEILING CONDUIT ROUGH IN-Material	28,900.00		28,900.00	28,900.00	-	-	28,900.00	100.00%	-	2,890.00
53	WALL/CEILING CONDUIT 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	13,500.00	-	-	13,500.00	93.10%	1,000.00	1,350.00
57	FINISH DEVICES-Labor	6,500.00		6,500.00	6,000.00	-	-	6,000.00	92.31%	500.00	600.00
58	LIGHTING INSTALL-Material	4,600.00		4,600.00	3,700.00	-	-	3,700.00	80.43%	900.00	370.00
59	LIGHTING 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 CONDUIT ROUGH IN-Material	13,000.00		13,000.00	13,000.00	-	-	13,000.00	100.00%	-	1,300.00
63	SLAB CONDUIT ROUGH IN-Labor	11,500.00		11,500.00	11,500.00	-	-	11,500.00	100.00%	-	1,150.00
64	WALL/CEILING CONDUIT ROUGH IN-Material	24,000.00		24,000.00	24,000.00	-	-	24,000.00	100.00%	-	2,400.00
65	WALL/CEILING CONDUIT 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	6,000.00	1,200.00	-	7,200.00	77.84%	2,050.00	720.00
69	FINISH DEVICES-Labor	6,500.00		6,500.00	4,150.00	900.00	-	5,050.00	77.69%	1,450.00	505.00
70	LIGHTING INSTALL-Material	3,500.00		3,500.00	1,750.00	500.00	-	2,250.00	64.29%	1,250.00	225.00
71	LIGHTING INSTALL-Labor	34,400.00		34,400.00	17,200.00	5,000.00	-	22,200.00	64.53%	12,200.00	2,220.00
72											

CONTINUATION SHEET

AIA Document (770)2, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is enclosed

in tabulations below, amounts are stated in the nearest dollar

Use Column 1 for Contract where retainage for live items may apply

Bannhart I

Page 5 of 7

APPLICATION NO. 28
 APPLICATION DATE: 2/9/18
 PERIOD TO: 2/28/18

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN DOR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D+E+F)	THIS PERIOD (H - E)					
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	950.00	-		950.00	100.00%		95.00
85	GUESTROOM FINISHES-Labor	1,250.00		1,250.00	1,250.00	-		1,250.00	100.00%		125.00
86											
87											
88	4TH FLOOR										
89	SLAB ROUGH IN-Material	3,700.00		3,700.00	3,700.00	-		3,700.00	100.00%		370.00
90	SLAB ROUGH IN-Labor	7,800.00		7,800.00	7,800.00	-		7,800.00	100.00%		780.00
91	GUESTROOM ROUGH IN-Material	49,850.00		49,850.00	49,850.00	-		49,850.00	100.00%		4,985.00
92	GUESTROOM ROUGH IN-Labor	99,600.00		99,600.00	99,600.00	-		99,600.00	100.00%		9,960.00
93	OVERHEAD ROUGH IN-Material	3,650.00		3,650.00	3,650.00	-		3,650.00	100.00%		365.00
94	OVERHEAD ROUGH IN-Labor	6,500.00		6,500.00	6,500.00	-		6,500.00	100.00%		650.00
95	WIRE INSTALL-Material	4,500.00		4,500.00	4,500.00	-		4,500.00	100.00%		450.00
96	WIRE INSTALL-Labor	6,800.00		6,800.00	6,800.00	-		6,800.00	100.00%		680.00
97	GUESTROOM FINISHES-Material	850.00		850.00	850.00	-		850.00	100.00%		85.00
98	GUESTROOM FINISHES-Labor	1,250.00		1,250.00	1,250.00	-		1,250.00	100.00%		125.00
99											
100											
101	5TH FLOOR										
102	SLAB ROUGH IN-Material	3,400.00		3,400.00	3,400.00	-		3,400.00	100.00%		340.00
103	SLAB ROUGH IN-Labor	7,200.00		7,200.00	7,200.00	-		7,200.00	100.00%		720.00
104	GUESTROOM ROUGH IN-Material	49,550.00		49,550.00	49,550.00	-		49,550.00	100.00%		4,955.00
105	GUESTROOM ROUGH IN-Labor	98,650.00		98,650.00	98,650.00	-		98,650.00	100.00%		9,865.00
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

CONTINUATION SHEET

AMA Document 0700, APPLICATION AND CERTIFICATION FOR PAYMENT, enclosing

Contractor's signed certification is attached.

In tabular form below, amounts are stated in the nearest dollar

Use Column 1 on Contract when variable retainage for line items may apply

Page 5 of 2

APPLICATION NO
28
APPLICATION DATE
2/29/18
PERIOD TO
2/28/18

Balfour Beatty Project 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED THIS PERIOD (H - E)	MATERIALS PRESENTLY STORED (NOT IN D O R E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G - C)	BALANCE TO FINISH (C - G)	RETAINAGE
109	WIRE INSTALL-Labor	6,800.00		6,800.00	6,800.00		6,800.00	100.00%		11%
110	GUESTROOM FINISHES-Material	650.00		650.00	490.00		490.00	75.38%	160.00	680.00
111	GUESTROOM FINISHES-Labor	800.00		800.00	600.00		600.00	75.00%	200.00	49.00
112										50.00
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	350.00	1,100.00	75.86%	350.00	110.00
124	GUESTROOM FINISHES-Labor	2,850.00		2,850.00	1,475.00	675.00	2,150.00	75.44%	700.00	215.00
125										
126	7TH FLOOR									
127	SLAB ROUGH IN-Material	5,250.00		5,250.00	5,250.00		5,250.00	100.00%		525.00
128	SLAB ROUGH IN-Labor	11,250.00		11,250.00	11,250.00		11,250.00	100.00%		1,125.00
129	GUESTROOM ROUGH IN-Material	30,550.00		30,550.00	30,550.00		30,550.00	100.00%		3,055.00
130	GUESTROOM ROUGH IN-Labor	62,160.00		62,160.00	62,160.00		62,160.00	100.00%		6,216.00
131	OVERHEAD/ ROUGH IN-Material	6,200.00		6,200.00	6,200.00		6,200.00	100.00%		620.00
132	OVERHEAD/ ROUGH IN-Labor	8,750.00		8,750.00	8,750.00		8,750.00	100.00%		875.00
133	WIRE INSTALL-Material	8,600.00		8,600.00	8,600.00		8,600.00	100.00%		860.00
134	WIRE INSTALL-Labor	11,000.00		11,000.00	11,000.00		11,000.00	100.00%		1,100.00
135	GUESTROOM FINISHES-Material	1,300.00		1,300.00	650.00		650.00	50.00%	650.00	65.00
136	GUESTROOM FINISHES-Labor	2,650.00		2,650.00	1,325.00		1,325.00	50.00%	1,325.00	132.50
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

CONTINUATION SHEET

AIA Document C702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
 Contractor's signed certification is attached.
 In addition below, amounts are stated in the general dollar
 Use Column 1 on Contract where a retentive for line items may apply

Page 2 of 2
 APPLICATION NO: 29/18
 APPLICATION DATE: 2/28/18
 PERIOD TO: 2/28/18
 Balfour Beatty Project

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G - C)	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D+E+F)	THIS PERIOD (H - E)					
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-Materials	2,600.00		2,600.00		1,000.00		1,000.00	38.46%	1,600.00	100.00
148	GUESTROOM FINISHES-Labor	6,740.00		6,740.00		2,600.00		2,600.00	38.58%	4,140.00	260.00
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	7,600.00			7,600.00	100.00%	-	760.00
154	OVERHEAD/ ROUGH IN-Labor	9,500.00		9,500.00	9,500.00			9,500.00	100.00%	-	950.00
155	WIRE INSTALL-Material	4,400.00		4,400.00	4,400.00			4,400.00	100.00%	-	440.00
156	WIRE INSTALL-Labor	6,300.00		6,300.00	6,300.00			6,300.00	100.00%	-	630.00
157	LIGHTING/DEVICE FINISHES-Material	10,500.00		10,500.00	6,300.00			6,300.00	60.00%	4,200.00	630.00
158	LIGHTING/DEVICE FINISHES-Labor	21,600.00		21,600.00	13,000.00			13,000.00	60.19%	8,600.00	1,300.00
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	FWD-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-Med #1	(31,965.61)		(31,965.61)					0.00%	-	
168	FWD-Supplemental Instruction 36 Week 2	22,359.20		22,359.20	22,359.20			22,359.20	100.00%	-	2,235.92
169											
170	FWD L7 and L8 Cable Trailing	2,595.05		2,595.05	2,595.05			2,595.05	100.00%	-	259.51
171	FWD 3rd Floor Shower Niche Switch Rework	5,561.48		5,561.48	5,561.48			5,561.48	100.00%	-	556.15
172	FWD Rework Queen Mock Up	1,344.60		1,344.60	1,344.60			1,344.60	100.00%	-	134.46
173	FWD Rework King Mock Up	1,818.50		1,818.50	1,818.50			1,818.50	100.00%	-	181.85
174	FWD 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	19,000.00			19,000.00	88.25%	2,529.00	1,900.00
179	Change Order #7-Supplemental Instruction #25	14,032.77		14,032.77	14,032.77			14,032.77	100.00%	-	1,403.28
180	Change Order #8- Mock Up Room Revisions	3,361.00		3,361.00	3,361.00			3,361.00	100.00%	-	336.10

ALL DOCUMENTS?

Page 8 of 7

APPLICATION NO.:

APPLICATION DATE:

PERIOD TO:

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D O R E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G-C)	BALANCE TO FINISH (C-G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D+E+F)	THIS PERIOD (H-E)					
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 #15B New Switchboard	150,625.59		150,625.59	150,625.59	-	-	150,625.59	100.00%	-	15,062.56
183	Change Order SI 39-Postcard	2,581.16		2,581.16	2,581.16	-	-	2,581.16	100.00%	-	258.12
184	Change Order SI 39-Guestrooms/ Concessions	2,083.87		2,083.87	2,083.87	-	-	2,083.87	100.00%	-	208.39
185	Change Order SI 39-Stair 4	6,932.57		6,932.57	6,000.00	-	-	6,000.00	86.55%	932.57	600.00
186	Change Order SI 40R1-Roof Top Bar	29,317.48		29,317.48	28,100.00	-	-	28,100.00	95.85%	1,217.48	2,810.00
187	Change Order Condensate Pumps	2,423.50		2,423.50	2,423.50	-	-	2,423.50	100.00%	-	242.35
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	12,068.23	-	-	12,068.23	100.00%	-	1,206.82
190	Change Order #23 Modification #7	42,719.96		42,719.96	41,500.00	-	-	41,500.00	97.14%	1,219.96	4,150.00
191	Change Order #23 Modification #6	18,502.38		18,502.38	17,000.00	-	-	17,000.00	91.88%	1,502.38	1,700.00
192	Change Order #20 Level 7 & 8 Cable	67,933.67		67,933.67	42,000.00	-	-	42,000.00	61.83%	25,933.67	4,200.00
193	Change Order DCI Corridor Markup/Changes Level 3	17,325.27		17,325.27	12,325.27	-	-	12,325.27	71.14%	5,000.00	1,232.53
194	Change Order DCI Corridor Markup/Changes Level 3	27,066.82		27,066.82	25,000.00	-	-	25,000.00	92.36%	2,066.82	2,500.00
195	Change Order SI #36 Level 5-8 & L3-4 Trim Out	32,291.29		32,291.29	32,291.29	-	-	32,291.29	100.00%	-	3,229.13
196*	Change Order Additional Low Voltage Sleeves	4,013.46		4,013.46	4,013.46	-	-	4,013.46	100.00%	-	401.35
197*	Change Order Lighting Reconciliation	2,606.73		2,606.73	2,606.73	-	-	2,606.73	100.00%	-	260.67
198	Change Order #24 Lower Concierge Soffits	350.00		350.00	350.00	-	-	350.00	100.00%	-	35.00
199	Change Order #21 Storm Sump Pump #4	12,718.14		12,718.14	12,718.14	-	-	12,718.14	100.00%	-	1,271.81
200	Change Order #22 Supplemental Instruction #32	8,985.00		8,985.00	8,985.00	-	-	8,985.00	100.00%	-	898.50
201	Change Order #23 Supplemental Instruction #42	3,286.63		3,286.63	3,286.63	-	-	3,286.63	100.00%	-	328.66
202	Change Order #26 DC-04 Remedialization	3,850.00		3,850.00	3,850.00	-	-	3,850.00	100.00%	-	385.00
203	Change Order #27 Concierge Lantems	13,631.67		13,631.67	13,631.67	-	-	13,631.67	100.00%	-	1,363.17
204	Change Order #28 Lobby Floor Box Power	532.04		532.04		-	-		0.00%	532.04	-
205	Change Order #29 SI #53	1,765.10		1,765.10		-	-		0.00%	1,765.10	-
206				-				-	#DIV/0!	-	-
207				-				-	#DIV/0!	-	-
208				-				-	#DIV/0!	-	-
209				-				-	#DIV/0!	-	-
210				-				-	#DIV/0!	-	-
211				-				-	#DIV/0!	-	-
212				-				-	#DIV/0!	-	-
213				-				-	#DIV/0!	-	-
214				-				-	#DIV/0!	-	-
215				-				-	#DIV/0!	-	-

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In calculations below, amounts are stated in the nearest dollar.

Use Column I on Contract when variable retainage for line items may apply

413 DOCUMENT G702

Page 3 of 2

APPLICATION NO: 28
APPLICATION DATE: 2/28/18
PERIOD TO: 2/28/18

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D+E+F)	THIS PERIOD (H - E)					
		4,632,624.20	0.00	4,632,624.20	4,394,150.57	29,275.00	0.00	4,423,425.57	95.48%	209,198.63	444,454.22
	GRAND TOTALS										

Balfour Beatty Project

0

10%

Barnhart Jeatty

TIER RELEASE SCHEDULE

Job Name: Hotel at Marion Square
Job #: 13025000

Date Prepared: 2/2/2018

PRIME SUB'S NAME: Watson Electric
Attachment for Pay Req #: 28
Per Month Ending: 2/28/2018

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 (NTN) (Yes/No)	Date NTN 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: (if none 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	FINAL	thru March 2010
NextGen LLC 131 Dellana Way, Suite B Summerville, SC 29483 843-871-8630	Yes	No	N/A	No	YES (NO)	\$170,693.13	11/30/2017	11/30/2017	PARTIAL	
Shady Electrical Wholesalers 10009 Highway 76 Ladson, SC 843-579-0232	No	No	N/A	No	YES (NO)	\$2,328,382.26	1/31/2018	1/31/2018	PARTIAL	
Hagemeyer North America 4750 Goer Drive North Charleston, SC 29406 843-591-5832	Yes	No	N/A	No	YES (NO)	\$367,054.14	1/15/2018	1/15/2018	PARTIAL	
Lightning Protection Solutions Marietta, Ga 770-402-1789	No	No	N/A	No	YES (NO)	\$51,756.00	12/12/2017	12/12/2017	PARTIAL	
Chapman Company 3188 Sand Marsh Lane ML Pleasant, SC 29566 843-881-0051	Yes	No	N/A	No	YES (NO)	\$9,841.30	12/12/2017	12/12/2017	PARTIAL	
LMW, LLC (excavator) 111 Unwood Drive Summerville, SC 843-877-4604	No	No	N/A	No	YES (NO)	\$0.00 N/A			PARTIAL (FINAL)	
					YES NO				PARTIAL	
					YES NO				PARTIAL	
					YES NO				PARTIAL	
					YES NO				PARTIAL	

CHANGE ORDER LOG
21046 MARION SQUARE HOTEL
#21046

N/A=numbering sequence only, C/O still valid.

WATSON
ELECTRICAL

TOTAL SUBMITTED \$ 1,640,631.52
 TOTAL APPROVED \$ 529,245.60

CO #	CO \$	Description	BBO	Submit Date	Status	FWO / LUMP	Extnsn Days Requested	Apprvd \$	Rejected
1	\$ -	Busport Devices		7/18/2015	Approved	LUMP	2	\$ 14,043.94	
2		Guestroom HVAC Room Controls		7/17/2015	Rejected	LUMP			\$ 260.01
3		6" Soda Lines Chases		7/20/2015	Not Accepted	LUMP		\$ -	\$ 19,536.37
4		RFI #49 Sublevel Comm Conduits		8/14/2015	Not Accepted	LUMP		\$ -	\$ 11,459.58
5		ROM Lightning Protection		8/25/2015	Not Accepted	LUMP		\$ -	\$ 9,043.00
6	\$ -	Switchgear/transformer size increase	CO01		Approved	LUMP	0	\$ 19,491.00	
7		Proposed Combined Guestroom-ROM		10/6/2015	Not Accepted	LUMP			\$ (10,173.24)
8		Modification #1		12/1/2015	Approved	LUMP	3		\$ (31,965.61)
9		Supplemental Ins #21		10/27/2015	Outstanding	LUMP			\$ 60,570.81
10	\$ 5,600.00	King Street SCE&G Primary Extensions		10/26/2015	Outstanding	LUMP	1		
11	\$ -	ROM-Car Chasers		INCL MOD #4		LUMP			
12	\$ -	Mock Up Room Changes		1/5/2016	Approved	LUMP		\$ 3,361.20	
13	\$ -	Modification #2		9/9/2016	Approved	LUMP	8	\$ 20,145.32	
14		Guestroom Closet Fixtures		1/4/2016	Rejected	LUMP			\$ 41,730.73
15	\$ -	Office Trailer		1/4/2016	N/A	LUMP			\$ 847.00
16	\$ -	Light Fixture Design Changes		1/15/2016	Approved	LUMP		\$ 9,199.61	
17		RFP 3rd Floor Terrace Lanterns		4/14/2016	Rejected	LUMP			\$ 19,849.87
18	\$ -	Modification #4		9/9/2016	Approved	LUMP	10	\$ 50,833.70	
19		Supplemental Ins #25		6/6/2016	Approved	LUMP	5	\$ 14,032.00	\$ -
20		Fixtures CC2 & CC# (Lanterns) Lens Change		5/16/2016	Rejected	LUMP			\$ 6,735.82
21	\$ -	UNUSED				LUMP			
22		Mod #5		8/8/2016	Approved	LUMP	7	\$ 19,316.91	
23		Service Conduit Rework			Outstanding	LUMP			
24		Mod #6		8/25/2016	Approved	LUMP	10	\$ 18,502.38	
25	\$ -	UNUSED				LUMP			
26		RFO 0635 SP-4 Storm Sump Pump		9/7/2016	Approved	LUMP	5	\$ 12,718.14	
27		Mod #7		9/23/2016	Approved	LUMP	12	\$ 42,719.96	
28		Coordination Study		12/2/2016	Rejected	LUMP			\$ 8,584.25
29	\$ -	Carolina Lantern Brackets		11/7/2016	Outstanding	LUMP		\$ 13,631.67	

36

78.1	Pending	Rework of smokes in various rms-soffits			LUMP			\$ 29,121.42
79	\$	Guest Room Closet Switch		5/30/2017	rejected	LUMP		
80.1	Pending	Rework of L1 20 receptacles				LUMP		
81.1	Pending	Rework of Misc SI 39				LUMP		
82.1	Pending	Lutron Revised Controls-per SI 39				LUMP		
83.1	Pending	Spray Foam Temp Power				LUMP		
85		SI #39- Patisserie		5/22/2017	Approved	LUMP	\$ 2,581.16	
85.1		Revision of MOD 5		7/31/2017	Approved	LUMP	\$ 14,044.91	
86	\$	SI #39- Spa / Retail		5/23/2017	outstanding	LUMP		
86.1		Revision of MOD 6		6/16/2017	Approved	LUMP	\$ 18,502.38	
N/A		Elevator 1-4 feed relocation		FWO		LUMP		
87.1		Revision of MOD 7		7/18/2017	Approved	LUMP	\$ 42,719.96	
N/A	(941.00)	Ballroom RCP revisions-LM1 downlights		6/27/2017		LUMP		
88	\$	SI #40R1		7/28/2017	approved	LUMP	\$ 29,317.48	
89	\$	SI #39- Concierge		5/23/2017	outstanding	LUMP		
90		UNUSED				LUMP		
91	\$	SI #39- Reception		6/19/2017	outstanding	LUMP		
92	\$	SI #39- Boardroom		7/10/2017	outstanding	LUMP		
93	\$	SI #39- Lutron Controls		5/22/2017	outstanding	LUMP		
94	\$	SI #39- Lobby		5/26/2017	outstanding	LUMP		
95	\$	SI #39- Stair 4		6/9/2017	outstanding	LUMP	\$ 6,932.57	
96	\$	SI #39- Dining 146/147		6/20/2017	outstanding	LUMP		
97	\$	SI #39- Guestrooms		5/26/2017	outstanding	LUMP		
98	\$	Replacement LA Fixtures Water Damage		5/30/2017	rejected	LUMP	\$ 5,475.29	
99	\$	SI #44R1		6/2/2017	outstanding	LUMP		
101		SI #42		6/30/2017	Approved	LUMP	\$ 3,286.63	
102	\$	SI #48		7/20/2017	outstanding	LUMP		
110	\$	FWO Damaged MC cable		5/30/2017	outstanding	LUMP		
111	\$	Ballroom down lights in barrel ceiling		6/27/2017	outstanding	LUMP		
112	\$	Mod 5&6 move smoke detectors FL 3,4,5		6/30/2017	outstanding	LUMP		
113	\$	Install Recp for spray on 5th floor		7/18/2017	outstanding	LUMP		
114	\$	Condensate Pumps		7/7/2017		LUMP	\$ 2,423.50	
115	\$	SI 39 Vestibule 209 Receptacle		7/10/2017		LUMP	1	
116	\$	SI 53-3rd Flr GR Terrace Lighting		12/11/2017	approved	LUMP	\$ 1,765.10	
117	\$	Rework vehicle lift disconnects and feeds		7/31/2017	rejected	LUMP		\$ 10,398.21
117.1	\$	SI 38R1 Shut Down Fees		9/18/2017	Pending	LUMP		
118.1	\$	Supplemental Instruction 54-Manager's Aptmer		9/18/2017	Pending	LUMP		
119.1	\$	Demo/Reinstall OFCI GR Tub Fixtures		10/13/2017	Pending	LUMP		
123	\$	RFI 1058 food prep lighting		8/15/2017	outstanding	LUMP		
131	\$	Draperly Switch Credit		9/18/2017	outstanding	LUMP		
133	\$	SI 54 Manager's Apt ROM		1/16/2017	outstanding	LUMP		
134	\$	Device demo for owner furnishing		10/17/2017	outstanding	LUMP		
137		UNUSED				LUMP		
150	\$	Camelias LE fixtures		10/24/2017	rejected	LUMP		\$ 1,667.50

151	\$	-	Camelias DC-04 Rigging Remobilization	12/14/2017	approved	LUMP	\$	3,850.00	
152	\$	1,466.17	Remove and reinstall GR tub chandelier	12/14/2017	outstanding	LUMP			
153	\$	-	Reinstallation of Ballroom Chandeliers	12/8/2017	outstanding	LUMP	\$	15,121.58	
154	\$	698.48	L3 and L4 Vanity Firewall Rework-B/C	12/14/2017	outstanding	LUMP			
155	\$	-	Rolunda DC-14 fixture reinstall	12/14/2017	outstanding	LUMP	\$	9,230.00	
156	\$	953.53	VFCU #35 Light Contr/ Storage Room	12/18/2017	outstanding	LUMP			
157	\$	-	Reception Desk Floor Receptacles	12/18/2017	outstanding	LUMP	\$	532.04	
158	\$	8,212.93	L1 and L2 Kitchen Warewasher Power Upgrade	2/1/2018	outstanding	LUMP			

Status (BIC)	Notes	Directives
	Suppl Instr #13/Returned submittal	
		X
	included in future Mods and some items eliminated in design	
	Revised	X
	Rejected. Owner will furnish.	
	Traded welding for office trailer	
	Finish upgrade in submittals.	
	Verbal rejection. Unconfirmed	
	Revised/Vehicle chargers removed	X
	Complete price pending. Received C/O.	
	Revised. Orig \$19,316.91	X
	Revised. Orig \$18,502.38	X
	Revised. Orig \$42,897.17	X

	Incomplete documentation to price from. SP-5 unconfirmed. Subsequent separate price for UDS Feeder.	
	Guestrooms not built to mock up.	
	Not required. Lift company changed	
	Price pending. Unable to complete pricing. Priced as SI #36/36R	
	Changes from documents not	
	Costs included in CO 31 final pricing.	
	Related to SI #36	X
	Billed but no c/o received.	X
	Old pricing. Revised.	
	Revised 03-17-17	
	Includes devices only for L3/L4 and rough in and devices for L5-L6, L3, L4 rough in performed on FWO previously.	
	2 & 7 (9) total water damaged LA recessed can housings L2. Per Tim Spano BBC opts not to purchase replacement fixtures.	
	??? \$32291.29	
	Includes EE (-\$13,799), C2 (-\$13,690), J4 \$30,095.73	
	1st	
	Owner Declined	
	Owner Declined	
	Owner Declined	
	Guestroom. Boardroom. Pre	
	Revision of CO #55	

[illegible]

	transfer to stand by power pending engineer's review and solution	

Pay App 27 January 2018

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	\$ 142,087.00	
December	SHEALY	\$ 137,087.00	
January	SHEALY	\$ 116,587.00	
February	SHEALY	\$ 100,937.00	
March	SHEALY	\$ 88,937.00	
April	SHEALY	\$ 88,937.00	

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
\$ 8,000.00	\$ 142,087.00
\$ 5,000.00	\$ 137,087.00
\$ 20,500.00	\$ 116,587.00
\$ 15,650.00	\$ 100,937.00
\$ 12,000.00	\$ 88,937.00
	\$ 88,937.00
	\$ 88,937.00

**Balfour Beatty
Construction**

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned,

VALLEN DISTRIBUTION FKA HAGEMeyer NA

(Name of Vendor)

, pursuant to a contract or agreement with:

Balfour Beatty Construction, LLC

("BBC"),

VALLEN DISTRIBUTION FKA HAGEMeyer NA

a subcontractor to BBC or a

(Name of Subcontractor)

sub-subcontractor under which Subcontractor agreed to furnish labor, services, materials and/or equipment ("Work") for the construction of certain improvements on the work of improvement commonly known as:

Hotel at Marion Square

("Project")

(Name or Description of Project)

which is located at

404 King Street, Charleston, SC 29403

Street Address

In the City of

Charleston

, and County of

Charleston

, and is owned by

Library Associates, LLC.

("Owner").

(Name of Owner)

Subcontractor has been paid and received payment of \$ **140,453.06** the sufficiency of which is hereby acknowledged and confessed,

(Amount to be paid to Vendor)

and as such Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and bonds or bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through

1/31/2018

(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 8th day of February 20 18.**VALLEN DISTRIBUTION FKA HAGEMeyer NA**

(Name of Vendor)

By:

Signature

WILLIAM HUTCHINS, CREDIT MANAGER

(Print or Type the Signers Name and Title)

STATE OF GEORGIACOUNTY OF FORSTYHThe foregoing instrument was signed, sealed and acknowledged before me this 8th day of February 20 18, by the aforesaid representative, having been duly sworn and stating and affirming that he/she is duly authorized to give this

Affidavit and that the foregoing statements are true.

Signed:

Colleen E. Stratemeier
Notary PublicMy Commission expires: 1/29/2022

CUSTOMER INQUIRY
01-882807-000 WATSON ELEC (HOTEL @MARION SQUARE)

CONVERSION FLAG

AMEX PE ACCT

PARENT#

REGION

DEL ROUTE

TYPE/SIC C

CAPS-ID 4756

D-B#/RATE 0000000000

SUM INV N

STATUS

STMT PRT Y

SVC/PCT N

NO. EMP 0000000000

MK SEG/SIC

DOM-INTL/SIS 113

LAST PAYMENT 12/18/17

LAST SALE 01/23/18

LAST STMT 01/31/18

DATE CREATED 06/17/15

LAST CHANGE 06/17/15

3215 FORTUNE DR STE 109
(HOTEL @MARION SQUARE)
NORTH CHARLESTON SC 294188499
PHONE# 843/414-0700 CONTACT MICHELE BROWNLEE
STMT BAL 14,053.06 CREDIT CODE
SALES CREDIT LMT 802500
OPEN ORD 29,702.98 ORD TOT LMT
PAYMENTS HI-CREDIT-AMT 179469
HI-CREDIT-DTE 06/29/16
PAY PATTERN CCC391CC.CC.
3RD PARTY
ZIP CODE 294188499
CREDIT SCORE
CREDIT DATE
OPEN ORDERS 2
BACK ORDERS 0
COMMENT

OVER 90

61 - 90

31 - 60

1 - 30

CURRENT 14,053.06

BALANCE 14,053.06

DISPUTED

SMSA

CUSTOMER # => 882807

CUST NAME =>

BRANCH NBR => 01

ACTION => 1. RETURN 2. OPEN ITEMS 3. CUST MAINT 4. ALT DISPLAY

A/R OPEN ITEMS - FULL
 01-882807 WATSON ELEC (HOTEL @MARION SQUARE) TOT 14053.06 -90
 MICHELE BROWNLEE DISPUTED CUR 14053.06 90+
 843/414-0700 -30
 -60

SEQ	INVOICE#	CUST PO#	TRANS-DT	TYP	STS	CD	AMOUNT	C3691	F
01	01-37828-11	323491	01/12/18	INV			197.92	*	
02	01-37828-12	323491	01/16/18	INV			197.92	*	
03	01-37830-11	323491	01/18/18	INV			2,233.99	*	
04	01-38052-11	323580	01/11/18	INV			116.18	*	
05	01-38693-11	324042	01/23/18	INV			558.08	*	
06	01-38798-11	21046-297717	01/16/18	INV			7,501.07	*	
07	01-96998-12	21046-266423	01/16/18	INV			3,247.90	*	

SELECT =>	DISPUTE TYPE =>	REF CODE =>	INV# =>	BR =>
SEQ# =>	CUST# =>	NAME =>		
ACTION =>	1. RETURN	2. OPEN INV REV	3. CHECK INQ	4. CHECKS TODAY
		5. A/R HISTORY	6. A/R MAINT	7. SI REVIEW

**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 \$25,547.50 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 28 day of February, 2018, 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 09 day of February, 2018.

Signed, sealed and delivered
in the presence of:

Cherie Clubb

Signature

Cherie Clubb

Print Name

Watson Electrical LLC

a South Carolina corporation

Dale J Winovich

Signature

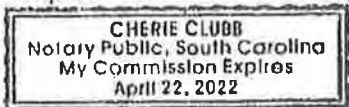
Dale J Winovich, Project Manager

Print Name & Title

STATE OF South Carolina

COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 10 day of February, 2018, 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.



My Commission Expires: 4-22-22

Cherie Clubb

NOTARY PUBLIC, STATE OF SC

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 Construction Co. LLC

a subcontractor to BBC or a

(Name of Subcontractor)

sub-subcontractor under which Subcontractor agreed to furnish labor, services, materials and/or equipment ("Work") for the construction of certain improvements on the work of improvement commonly known as:

Hotel at Marion Square

("Project")

(Name or Description of Project)

which is located at

409 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 \$ **4,538.28** the sufficiency of which is hereby acknowledged and confessed,

(Amount to be paid to Vendor)

and as such Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and bonds or bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through **12/31/2017**

(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:

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 or 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 8th day of February 20 18

Shealy Electrical Wholesalers, Inc.

(Name of Vendor)

signature

John Dabe

By:

(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 8th day of February 20 18, 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:

Michael D. Seago
Notary Public

My Commission expires:

MICHAEL D. SEAGO
Notary Public-State of South Carolina
My Commission Expires
July 05, 2027



Balfour Beatty
Construction

Line Item 47
(Floors 1, 2, 9)

ELECTRONICALLY FILED - 2023 May 15 2:34 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Request for Payment

Pay Request # **PE13**
Work Performed Through: **02/16/18**

Subcontractor's Name **Low Country Case & Millwork, Inc.**
Subcontractor's Address **3270 Benchmark Drive**
Ladson, SC 29456
Phone Number **704-809-5116**
Fax Number

Project Name: **Hotel at Marion Square** Job No.: **13026100**
Owner: **Library Associates, LLC**

Date: **02/28/18**

Description of Work:	Casework & Millwork Floors 1, 2, & 9
Original Contract Amount	\$1,071,713.00
Change Order Total	\$158,499.00
Through C/O #: 0	
Total Revised Contract	\$1,230,212.00
Previous Work Performed to Date(SSR)	\$640,742.00
Value of Materials Stored On Site	\$0.00
Value of Materials Stored Off Site	\$38,684.00
Current Month Gross	\$52,835.00
New Work Performed to Date	\$732,261.00
Less 10 % Retainage	\$73,226.10
Amount Earned to Date	\$659,034.90
Less Previous Net Billings	\$576,667.80
Less Adjustments/Joint Checks	\$0.00
Less Pending Back Charges	\$0.00
Total Amount this Requisition	\$82,367.10

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	Finished
Insurance Expiration Date	08/04/18
Release Attached	Y ☐ N ☐
Tier/Supplier Release	Y ☐ N ☐
if Required	
Reducing Retention	Y ☐ N ☐
If reducing retainage, reducing	From ☐ To ☒
Consent of Surety for retention	Y ☐ N ☐
reduction if bonded	
New materials stored off site	Y ☐ N ☒
If yes, attach stored materials checklist	
Final Payment	Y ☐ N ☒
If yes, see attached checklist	
Owner Billing Number	N/A
Owner Payment Rec'd Date:	
Payment Terms:	Pay When Paid
Pay Select #	

For Balfour Beatty Use Only:				
CO #	Vendor #	Job #	Contract No.	
50000	3798186	13026000	640007	
Date	Invoice #	Description		
02/16/18	13026100 - PE13	13026100 . PE# PE13 . 180216		
Gross Amount		Retainage Amt	Net Amount	
\$52,835.00		\$73,226.10	\$82,367.10	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO				NO
Halt Codes: PM APP STORED MATERIALS O/F pending C/O #3				
PM / Date CA 02/16/18 PA / Date APA / Date				

DEFENDANT LIBRARY ASSOCIATES, LLC

TRIAL EXHIBIT #2

Part 2 of 2

APPLICATION AND CERTIFICATION FOR PAYMENT

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

PROJECT HOTEL AT MARION SQUARE - Cor APPLICATION NO 42
42674

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

CONTRACT FOR CONSTRUCTION

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment as shown below in connection with the Contract No. 42674, as indicated.

1. CONTRACT NO. 42674
2. NO. CHANGE ORDER
3. CONTRACT VALUE \$1,000,000.00

4. AIA CONTRACT DOCUMENT NO. 1917
5. AIA CONTRACT DOCUMENT NO. 1917
6. AIA CONTRACT DOCUMENT NO. 1917

7. AIA CONTRACT DOCUMENT NO. 1917
8. AIA CONTRACT DOCUMENT NO. 1917
9. AIA CONTRACT DOCUMENT NO. 1917

10. AIA CONTRACT DOCUMENT NO. 1917
11. AIA CONTRACT DOCUMENT NO. 1917
12. AIA CONTRACT DOCUMENT NO. 1917

13. AIA CONTRACT DOCUMENT NO. 1917
14. AIA CONTRACT DOCUMENT NO. 1917
15. AIA CONTRACT DOCUMENT NO. 1917

16. AIA CONTRACT DOCUMENT NO. 1917
17. AIA CONTRACT DOCUMENT NO. 1917
18. AIA CONTRACT DOCUMENT NO. 1917

19. AIA CONTRACT DOCUMENT NO. 1917
20. AIA CONTRACT DOCUMENT NO. 1917
21. AIA CONTRACT DOCUMENT NO. 1917

DESCRIPTION OF WORK	AMOUNT	DATE
1. CONTRACT VALUE	\$1,000,000.00	
2. NO. CHANGE ORDER		
3. CONTRACT VALUE	\$1,000,000.00	
4. AIA CONTRACT DOCUMENT NO. 1917		
5. AIA CONTRACT DOCUMENT NO. 1917		
6. AIA CONTRACT DOCUMENT NO. 1917		
7. AIA CONTRACT DOCUMENT NO. 1917		
8. AIA CONTRACT DOCUMENT NO. 1917		
9. AIA CONTRACT DOCUMENT NO. 1917		
10. AIA CONTRACT DOCUMENT NO. 1917		
11. AIA CONTRACT DOCUMENT NO. 1917		
12. AIA CONTRACT DOCUMENT NO. 1917		
13. AIA CONTRACT DOCUMENT NO. 1917		
14. AIA CONTRACT DOCUMENT NO. 1917		
15. AIA CONTRACT DOCUMENT NO. 1917		
16. AIA CONTRACT DOCUMENT NO. 1917		
17. AIA CONTRACT DOCUMENT NO. 1917		
18. AIA CONTRACT DOCUMENT NO. 1917		
19. AIA CONTRACT DOCUMENT NO. 1917		
20. AIA CONTRACT DOCUMENT NO. 1917		
21. AIA CONTRACT DOCUMENT NO. 1917		

Supp. R. 2660

CONTINUATION SHEET

$$\begin{aligned} & \frac{\partial}{\partial t} \left(\frac{1}{2} \rho v^2 + \frac{1}{2} \rho w^2 + \frac{1}{2} \rho u^2 + \frac{1}{2} \rho p \right) \\ & = - \frac{\partial}{\partial x} \left(\frac{1}{2} \rho v^2 + \frac{1}{2} \rho w^2 + \frac{1}{2} \rho u^2 + \frac{1}{2} \rho p \right) \\ & \quad + \frac{\partial}{\partial y} \left(\frac{1}{2} \rho v^2 + \frac{1}{2} \rho w^2 + \frac{1}{2} \rho u^2 + \frac{1}{2} \rho p \right) \\ & \quad + \frac{\partial}{\partial z} \left(\frac{1}{2} \rho v^2 + \frac{1}{2} \rho w^2 + \frac{1}{2} \rho u^2 + \frac{1}{2} \rho p \right) \\ & \quad + \frac{\partial}{\partial t} \left(\frac{1}{2} \rho v^2 + \frac{1}{2} \rho w^2 + \frac{1}{2} \rho u^2 + \frac{1}{2} \rho p \right) \end{aligned}$$
[illegible]
$$\begin{aligned} & \left(\frac{\partial}{\partial t} + \nabla \cdot \mathbf{v} \right) \rho = -\rho \nabla \cdot \mathbf{v} \\ & \left(\frac{\partial}{\partial t} + \nabla \cdot \mathbf{v} \right) \mathbf{v} = -\nabla p / \rho + \nu \nabla^2 \mathbf{v} \\ & \left(\frac{\partial}{\partial t} + \nabla \cdot \mathbf{v} \right) T = \kappa \nabla^2 T \end{aligned}$$
[illegible]

Insurance Broker Construction

[illegible]

**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 Cases and Millwork (the "Lienor") for and in consideration of the payment of the sum of \$ 82,367.10 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 30th day of November, 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 15th day of February, 2018.

Signed, sealed and delivered
in the presence of:

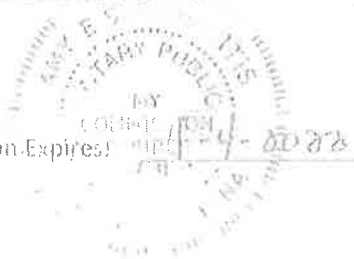
Constance A. Polacek
Signature
Constance A. Polacek
Print Name

Low Country Cases & Millwork
a LLC 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 15th day of February, 2018 by David Stasiukaitis, CEO of Low Country Cases & Millwork, a LLC corporation on, on behalf of the corporation. He/she is personally known to me or has produced (Type of identification) as identification.

My Commission Expires:



Angie E. Stasiukaitis
NOTARY PUBLIC, STATE OF South Carolina

Material Bill of Sale

TO: Balfour Beatty Construction, LLC

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

DATE: 2/15/18

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 thirty eight thousand six hundred eighty four and NO/100 (\$38,684.00) 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 Retail Casework, Maintenance 231, Private Dining Millwork

Stored Address 3270 Benchmark Drive, Ladson, SC 29456

Sum Total Value \$38,684.00

Witness:

Constance A. Polack
Constance A. Polack

Subcontractor:

David Stasiukaitis
David Stasiukaitis, CEO
Name & Title

State of South CarolinaCounty of Charleston

The foregoing instrument was acknowledged before me this 15th day of February
2018 by David Stasiukaitis as CEO
of Lowcountry Case & Millwork

My Commission Expires: 4-4-2022 (Seal)

Notary Public
Aly E. Stasiukaitis

STORAGE RECEIPT

Date: 2/15/18

This is to certify that the undersigned holds on storage at 3270 Benchmark Drive, Ladson, SC 29456 the following described building material, consisting of Spa Retail Casework, Maintenance 231, Private Dining Millwork 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 \$38,684.00, not including the amount of \$3,868.40 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 Spa Retail Casework, Maintenance 231, Private Dining Millwork in accordance with the agreements between Balfour Beatty Construction, LLC and Low Country Case and Millwork (Subcontractor/Vendor) for the Common Areas millwork @ Hotel Marion Square (scope of work)

If storage at 3rd Party Warehouse, by signing below, the Warehouseman represents that all warehouse charges have been paid in advance through period ending _____ (N/A if stored at Subcontractor's facilities)

By signing below, the Warehouseman, if applicable, and Subcontractor acknowledge and agree that Balfour Beatty Construction or the Owner shall have accessibility to the storage premises until materials are fully delivered to the jobsite.

BY _____
Warehouseman (if applicable)

BY David Starnitz
Subcontractor / Vendor

BY _____
Balfour Beatty Construction, LLC

HOTEL AT MARION SQUARE - Common Areas

Stored Material Log - Millwork

	November		
	Added to SM	Removed from SM (Installed)	Total Stored at Month's End
1ST FLOOR			
Lobby 110	\$0	\$0	\$0
Elevator Lobby 100E	\$0	\$0	\$0
Spa Retail 113	\$0	\$0	\$0
Patisserie 115B	\$0	\$9,907	\$0
Patisserie 115B - Wall	\$0	\$2,978	\$0
Vestibule 117	\$0	\$0	\$0
Men's 119	\$0	\$0	\$0
Women's 121	\$0	\$0	\$0
Camelia's Lounge	\$0	\$0	\$0
Private Dining 146	\$0	\$0	\$0
Dining 147/148	\$0	\$0	\$0
2ND FLOOR			
Prefunction 207	\$0	\$0	\$0
Corridor 200FA	\$0	\$0	\$4,507
Vestibule 200V	\$0	\$0	\$1,292
Elevator Lobby 200E	\$0	\$0	\$2,224
Vestibule 209	\$0	\$0	\$0
Board Room Pantry 210	\$0	\$0	\$0
Board Room 211	\$0	\$0	\$0
Elevator Lobby 212	\$0	\$0	\$1,219
Fitness 213A	\$0	\$0	\$1,112
Fitness Toilet 213B	\$0	\$0	\$311
Men 223	\$0	\$0	\$0
Women 225	\$0	\$0	\$0
Ball Room One 206	\$0	\$24,235	\$0
Ball Room Two/Three 224/226	\$0	\$0	\$2,638
Vestibule 200LV	\$0	\$0	\$0
Upper Dining 247	\$0	\$0	\$0
Ball Room Four 248	\$0	\$0	\$3,664
2ND FLOOR SPA			
Vestibule 214	\$0	\$0	\$1,873
Mani Pedi 215	\$0	\$0	\$1,081
Bridal Suite 216A	\$0	\$0	\$2,005
Vestibule 217	\$0	\$0	\$3,568
Passage 218	\$0	\$0	\$1,850
Passage 219	\$0	\$0	\$1,798
Single Treatment 218A	\$0	\$0	\$750
Single Treatment 219B	\$0	\$0	\$750
Single Treatment 219A	\$0	\$0	\$750
Single Treatment 219B	\$0	\$0	\$805
Couples Treatment 219C	\$0	\$0	\$1,983
Spa Vestibule 220A	\$0	\$0	\$1,183
Spa Vestibule 220B	\$0	\$0	\$567
Spa 220	\$0	\$0	\$1,559
Vestibule 220V	\$0	\$0	\$1,275
Locker 221 / 222	\$0	\$0	\$4,450
Toilet 221A / 222A	\$0	\$0	\$523

	February		
	Added to SM	Removed from SM (Installed)	Total Stored at Month's End
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$2,426	\$0	\$2,426
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$4,507	\$0
	\$0	\$0	\$1,292
	\$0	\$0	\$2,224
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$1,219
	\$0	\$0	\$1,112
	\$0	\$0	\$311
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$2,638	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$3,664	\$0
	\$0	\$0	\$1,873
	\$0	\$0	\$1,081
	\$0	\$0	\$2,005
	\$0	\$0	\$3,568
	\$0	\$0	\$1,850
	\$0	\$0	\$1,798
	\$0	\$0	\$750
	\$0	\$0	\$750
	\$0	\$0	\$750
	\$0	\$0	\$805
	\$0	\$0	\$1,983
	\$0	\$0	\$1,183
	\$0	\$0	\$567
	\$0	\$0	\$1,559
	\$0	\$0	\$1,275
	\$0	\$0	\$4,450
	\$0	\$0	\$523

CONCIERGE			
Concierge Lounge	\$0	\$0	\$0
MANAGER'S APARTMENT			
Running Trim	\$0	\$0	\$0
Stairs	\$0	\$0	\$0
ROOF TOP			
Function Space RT22	\$0	\$0	\$0
Bar RT10	\$0	\$0	\$0
Elevator Lobby RTE1	\$0	\$0	\$0
Elevator Lobby RTE2	\$0	\$0	\$0
Corridor RTB	\$0	\$0	\$0
Corridor RTG	\$0	\$0	\$0
Men RT18	\$0	\$0	\$0
Women RT20	\$0	\$0	\$0
ELEVATOR LOBBIES 3-8			
Elevator Lobbies (x6)	\$0	\$0	\$0
ELEVATOR CABS			
Cabs	\$0	\$0	\$0
Ceilings	\$0	\$0	\$0
BONDING			
Bond	\$0	\$0	\$0
TOTAL	\$0	\$37,120	\$43,737

\$0	\$0	\$0
\$0 \$0	\$0 \$0	\$0 \$0
\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
\$0	\$0	\$0
\$0 \$0	\$0 \$0	\$0 \$0
\$0	\$0	\$0
\$2,426	\$10,809	\$35,354



EVIDENCE OF PROPERTY INSURANCE

YANDLER

DATE (MM/DD/YYYY)
2/16/2018

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY PHONE (A/C, No, Ext): (888) 326-4498

Insurance Office of America, Inc.
1221 Bower Parkway
Suite 101
Columbia, SC 29212-3732

COMPANY

Wesco Insurance Company
59 Maiden Lane, 6th Floor
New York, NY 10038

FAX (A/C, No): (803) 957-4945 E-MAIL ADDRESS:

CODE: SUB CODE:
AGENCY AGENCY CUSTOMER ID # LOWCCAS-01 License # 0E67768INSURED LOW COUNTRY CASE & MILLWORK INC.
3270 Benchmark Drive
Ladson, SC 29456

LOAN NUMBER

POLICY NUMBER

WPP108312005

EFFECTIVE DATE

8/4/2017

EXPIRATION DATE

8/4/2018

CONTINUED UNTIL
TERMINATED IF CHECKED

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION

Loc # 1, Bldg # 1, 3270 Benchmark Drive, Ladson, SC 29456, Manufacturing

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED

BASIC

BROAD

SPECIAL

COVERAGE / PERILS / FORMS

AMOUNT OF INSURANCE

DEDUCTIBLE

Loc # 1, Bldg # 1

Property of Others, Special (Including theft), Replacement Cost

\$158,582

5,000

REMARKS (Including Special Conditions)

Special Conditions:

HMS Common Floors @ Marion Square stored materials 158,582 2/16/18

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

MORTGAGEE

LENDER'S LOSS PAYABLE

LOSS PAYEE

LOAN #

AUTHORIZED REPRESENTATIVE

ACORD 27 (2016/03)

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From: Amy Stasiukaitis
Sent: 15 Feb 2018 21:59:07 +0000
To: Dooley, Alec;Starcevic, Nicholas;Ashe, Candice
Cc: David Stasiukaitis;Debbie Yandle (COL)
Subject: HMS - Common Floors Pay App
Attachments: scanner@lccm.com_20180215_170953.pdf, Copy of Stored Material Log - Common Areas (002).xlsx

Good afternoon. Please see attached pay application for HMS Common Areas for February. I have copied Debbie with IOA to get you a stored materials COI for \$158,582 as shown on the attached stored materials log. Let me know if you need anything further. We will follow up with stored materials pictures as the month ends.

Sincerely,

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

****OUR NEW MAILING ADDRESS IS P.O. BOX 347, Ladson, SC 29456-0347****

-----Original Message-----

From: scanner@lccm.com [<mailto:scanner2@cipsupport.com>]
Sent: Thursday, February 15, 2018 5:10 PM
To: Amy Stasiukaitis <Amy@lccm.com>
Subject: Scanned image from MX-M266N

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

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

Attached file is scanned image in PDF format.
 Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.
 Adobe(R)Reader(R) can be downloaded from the following URL:
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<http://www.adobe.com/>

Petro Mold Company

12775 Donation Road

Waterford, PA 16441

Phone/Fax: 814-796-6635

www.petromolds.com

Estimate

Date	Estimate #
2/8/2018	302

Name / Address
Low Country Case & Mill Work 3270 Benchmark Drive Ladson SC 29456

P.O. No.	Terms	Completion	Project Number	Project
N/A	50% Retainer	4/8/2018		

Description	Qty	Cost	Total
HMS Spa Topper Model. Flexible mold for plaster casting based on CAD print	1	4,500.00	4,500.00T
Plaster Castings from client mold	4	200.00	800.00T
Retainer Of 50% is required prior to beginning the project - (\$2650)			
Balance plus shipping expenses due upon completion			

I look forward to doing business with you.	Subtotal	\$5,300.00
	Sales Tax (0.0%)	\$0.00
	Total	\$5,300.00

Smiths Lowcountry Woodcraft LLC

1148 "A" Drop Off Drive
Summerville SC 29483

Low Country Case & Millwork
Amanda Harrell
3270 Benchmark Drive
Ladson SC 29456

Proposal 5367

Date 11/22/2017

Phone # 843-873-9333

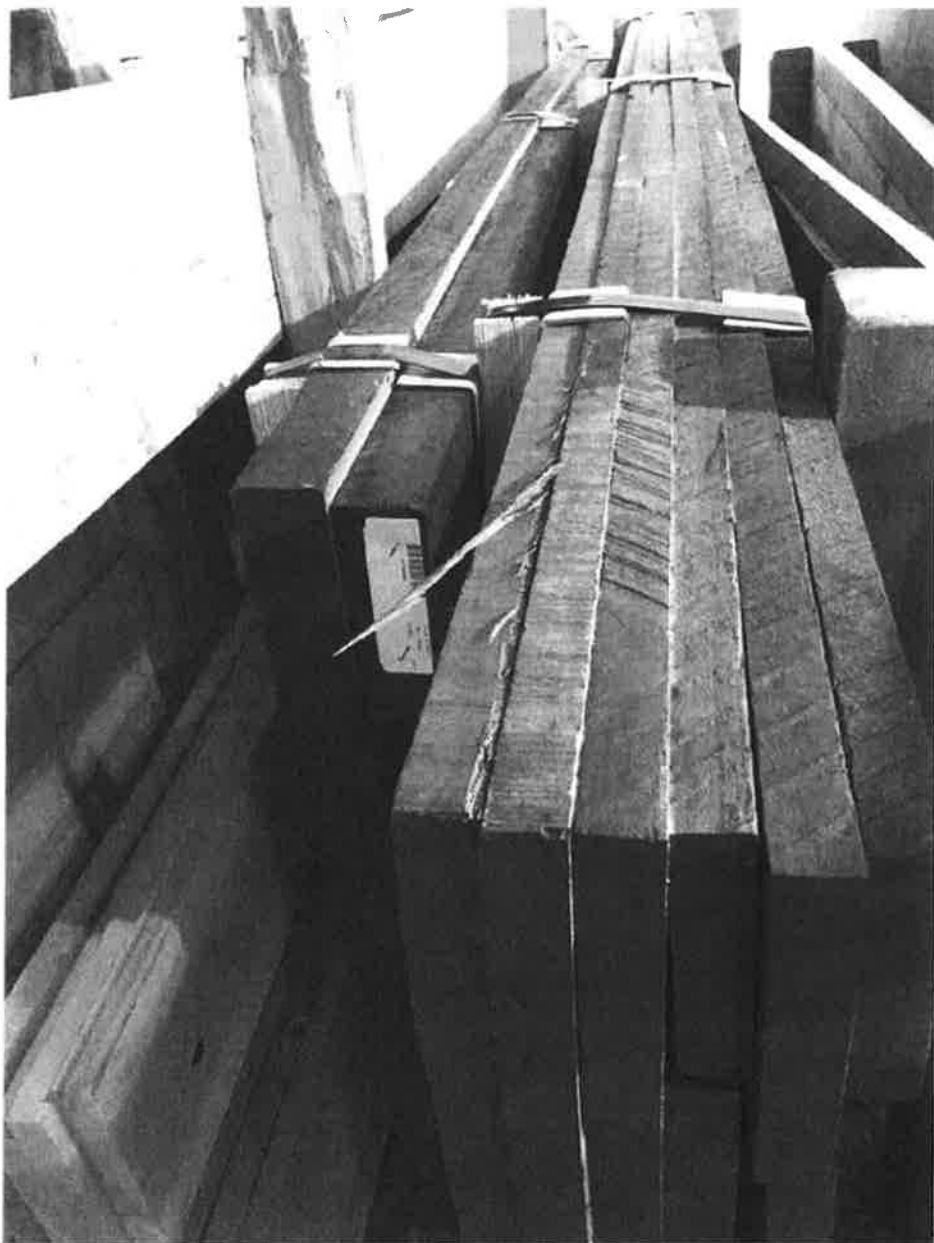
Proposal VOID after 30 days

Terms: 50% Deposit - 50% Completion

Project : Hotel @ Marion Square

Qty	Description	Cost Each	Total
1	Spa Retail Puck Display Cabinet 2 Bay 15" DP X 92-1/2" W X 98-1/2" T Paint grade with wrap around face frame 48 Display pucks 6 - 3/8" Tempered glass shelves 2 Adj. Hanging rods Plaster "topper" by others Manufacture only	3,180.00	3,180.00T
2	2 Display units with scroll legs 18" DP X 93-1/2" W X 98-1/2" T 3 Bay lower with scroll front Roll-outs (4) and single "pattern" door 1 Adj. shelf Arched Hardwood Apron "Honey Comb" upper 15" DP with hardwood trim and face frame Decorative scrolls 7-1/8" X 25" X 5" Thick Paint Grade 2 colors Plaster "Topper" by others Stone counter by others Manufacture only	5,185.00	10,370.00T
Items to be picked up by LCCM @ our shop. Berkeley C'ty. Tax applied			
Subtotal	\$13,550.00	Sales Tax (8.0%) \$1,084.00	Total \$14,634.00
18% Int. will accrue on unpaid balance(s).			

All items subject to SC Sales and Use Tax unless a valid Resale Certificate ST-8A is on file.





Balfour Beatty
Construction

Request for Payment

Line Item 47
(Floors 3-8)

Pay Request # 14
Work Performed Through: 02/28/18

Subcontractor's Name: Low Country Case & Millwork, Inc.
Subcontractor's Address: 3270 Benchmark Drive
Ladson, SC 29456
Phone Number: 704-609-5116
Fax Number: _____

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

Date: 02/16/18

Description of Work:	<u>Casework & Millwork Floors 3-8</u>
Original Contract Amount	<u>\$1,051,032.00</u>
Change Order Total	<u>\$451,519.37</u>
Through C/O # <u>0</u>	
Total Revised Contract	<u>\$1,502,551.37</u>
Previous Work Performed to Date(SSR)	<u>\$990,904.00</u>
Value of Materials Stored On Site	<u>\$16,023.00</u>
Value of Materials Stored Off Site	<u>\$0.00</u>
Current Month Gross	<u>\$88,784.00</u>
New Work Performed to Date	<u>\$1,095,711.00</u>
Less <u>10 % Retainage</u>	<u>\$109,571.10</u>
Amount Earned to Date	<u>\$986,139.90</u>
Less Previous Net Billings	<u>\$891,813.60</u>
Less Adjustments/Joint Checks	<u>\$0.00</u>
Less Pending Back Charges	<u>\$0.00</u>
Total Amount this Requisition	<u>\$94,326.30</u>

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 Finalized
Insurance Expiration Date 08/04/18

Release Attached Y ☐ N ☐
Tier/Supplier Release Y ☐ N ☐
If Required Y ☐ N ☐
Reducing Retention Y ☐ N ☐

If reducing retainage, reducing From ☐ To ☒
Consent of Surety for retention Y ☐ N ☐
reduction if bonded Y ☐ N ☒
New materials stored off site Y ☐ N ☒
If yes, attach stored materials checklist

Final Payment Y ☐ N ☒
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.
<u>50000</u>	<u>3798186</u>	<u>13026000</u>	
Date	Invoice #	Description	
<u>02/28/18</u>	<u>13026400 - 14</u>	<u>13026400 . PE# 14 . 180228</u>	
Gross Amount	Retainage Amt	Net Amount	
<u>\$88,784.00</u>	<u>\$109,571.10</u>	<u>\$84,326.30</u>	
Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
<u>NO</u>			<u>NO</u>
Mail Codes: <u>PM APP</u> <u>pending Change orders</u> <u>O/F</u> <u>stored material documents</u>			

As of:

PM / Date

CA 02/16/18

PA / Date

APA / Date

ELECTRONICALLY FILED - 2023 May 15 2:34 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Bamhart, Jur 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

FROM CONTRACTOR:

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

PROJECT: HOTEL AT MARION SQUARE

14

APPLICATION NO:

PERIOD TO: 42674

PROJECT NO: #13026000

Distribution to:

☒ OWNER
☒ ARCHITECT
☒ INSPECTOR

CONTRACT FOR: CONSTRUCTION

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM
\$ 1,051,032.00
2. Net change by Change Orders
\$ -51,519.37
3. CONTRACT SUM TO DATE: (Line 1 + 2)
\$ 1,000,512.63

4. TOTAL COMPLETED & STORED TO
DATE (Column G on G703)
\$ 1,000,512.63

5. RETAINAGE
\$ 109,571.10

6. TOTAL EARNED LESS RETAINAGE
(Line 4 less Line 5 Total)
\$ 890,941.53

7. LESS PREVIOUS CERTIFICATES FOR
PAYMENT (Line 6 from prior Certificate)
\$ 94,326.30

8. CURRENT PAYMENT DUE
\$ 516,411.47

9. BALANCE TO FINISH INCLUDING RETAINAGE
(Line 3 less Line 8)
\$ 484,529.06

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$308,024.37	\$0.00
Total approved this Month	\$143,495.00	\$0.00
TOTALS	\$451,519.37	\$0.00
NET CHANGES by Change Order	\$451,519.37	

SUBCONTRACTOR

By: David Starnick 2/15/18

Date:

CONTRACTOR

By:

Date:

CONSTRUCTION MANAGER

By:

Date:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT REQUESTED \$ 94,326.30

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

By:

Date:

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

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE. N.W., WASHINGTON, DC 20006-4202
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

Page 3 of 2

18

215218

8151/7

818272

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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 County Case and Millwork (the "Lienor") for and in consideration of the payment of the sum of \$ 594,326.30 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 28th day of February, 2018, 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 February, 2018.

Signed, sealed and delivered
in the presence of:

Kenneth E. Higner
Signature
KENNETH E. HIGNER
Print Name

Low County 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 15th day of February, 2018 by David Stasiukaitis CEO of Low County Case and 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.

My Commission Expires: 4-4-2022

NOTARY PUBLIC, STATE OF South Carolina



Material Bill of Sale

TO: Balfour Beatty Construction, LLC

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

DATE: 02/15/18

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 (\$) 16,023.00 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: Private Dining MOD 1-8, Spa Casework, Spa Millwork, Private Dining SI 46

Stored Address: 3270 Benchmark Drive

Sum Total Value: \$16,023.00

Witness:

Kenneth E. Hibner
KENNETH E. HIBNER

Subcontractor:

David Stasiukaitis
David Stasiukaitis, CEO
Name & Title

State of South CarolinaCounty of Charleston

The foregoing instrument was acknowledged before me this 15th day of February 20 18, by David Stasiukaitis as CEO of Low Country Case & Millwork

My Commission Expires:

4-4-2022Notary Public

HOTEL AT MARION SQUARE - FLOORS 3-8

Stored Material Log

	January			February		
	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						
<u>GUEST ROOMS</u>						
Base (4,345)			\$0			\$0
Small Crown (3,818)			\$0			\$0
Large Crown (3,093)			\$0			\$0
Door Casing (7,100)			\$0			\$0
Celling Trim (1,515)			\$0			\$0
<u>CORRIDOR</u>						
Base (955)			\$0			\$0
Small Crown (745)			\$0			\$0
Door Casing (1,180)			\$0			\$0
Portals			\$0			\$0
<u>CASEWORK</u>						
Corner Cabinets			\$0			\$0
Vanities			\$0			\$0
Closets			\$0			\$0
Linen Shelving			\$0			\$0
4TH FLOOR						
<u>GUEST ROOMS</u>						
Base (4,345)			\$0			\$0
Small Crown (3,825)			\$0			\$0
Large Crown (3,093)			\$0			\$0
Door Casing (6,938)			\$0			\$0
Celling Trim (1,515)			\$0			\$0
<u>CORRIDOR</u>						
Base (930)			\$0			\$0
Small Crown (818)			\$0			\$0
Door Casing (1,140)			\$0			\$0
Portals		\$11,043	\$0		\$0	\$0
<u>CASEWORK</u>						
Corner Cabinets			\$0			\$0
Vanities			\$0			\$0
Closets			\$0			\$0
Linen Shelving			\$0			\$0
5TH FLOOR						
<u>GUEST ROOMS</u>						
Base (4,203)			\$0			\$0
Small Crown (3,638)			\$0			\$0
Large Crown (2,946)			\$0			\$0
Door Casing (6,680)			\$0			\$0
Celling Trim (1,435)			\$0			\$0

CORRIDOR					
Base (853)		\$2,684	\$0		\$0
Small Crown (736)		\$3,120	\$0		\$0
Door Casing (1,160)		\$5,012	\$0		\$0
Portals		\$9,344	\$0		\$0
CASEWORK					
Corner Cabinets			\$0		\$0
Vanities			\$0		\$0
Closets			\$0		\$0
Linen Shelving			\$0		\$0
6TH FLOOR					
GUEST ROOMS					
Base (2,211)		\$8,183	\$0		\$0
Small Crown (2,014)		\$7,053	\$0		\$0
Large Crown (1,512)			\$0		\$0
Door Casing (3,618)			\$0		\$0
Celling Trim (755)		\$2,029	\$0		\$0
CORRIDOR					
Base (705)			\$2,217	\$2,217	\$0
Small Crown (651)			\$2,767	\$2,767	\$0
Door Casing (780)			\$3,373	\$3,373	\$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)			\$9,668	\$2,110	\$9,668
Small Crown (2,410)			\$8,438		\$6,329
Large Crown (1,722)			\$0		\$0
Door Casing (3,826)			\$0		\$0
Celling Trim (915)			\$2,457		\$2,457
CORRIDOR					
Base (691)			\$2,169		\$2,169
Small Crown (631)			\$2,682		\$2,682
Door Casing (760)			\$3,288		\$3,288
Portals			\$0		\$0
CASEWORK					
Corner Cabinets			\$0		\$0
Vanities			\$0		\$0
Closets			\$0		\$0
Linen Shelving			\$0		\$0
8TH FLOOR					
GUEST ROOMS					
Base (2,835)			\$10,490	\$2,271	\$10,490
Small Crown (2,595)			\$9,083		\$8,812
Large Crown (1,885)			\$0		\$0
Door Casing (4,190)			\$0		\$0
Celling Trim (995)			\$0		\$0

		\$2,239 \$2,743 \$3,454 \$0 \$0 \$0 \$0 \$0 \$0
		\$0
	\$0	\$0
\$733		\$0 \$0 \$0 \$733
\$3,921 \$5,278	\$0 \$0	\$3,921 \$10,556
		\$0
\$6,091		

\$16,023	\$12,737	\$67,541
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EVIDENCE OF PROPERTY INSURANCE

YANDLER

DATE (MM/DD/YYYY)
2/16/2018

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY PHONE (A/C, No, Ext): (888) 326-4498

Insurance Office of America, Inc.
1221 Bower Parkway
Suite 101
Columbia, SC 29212-3732

COMPANY

Wesco Insurance Company
59 Maiden Lane, 6th Floor
New York, NY 10038

FAX (A/C, No): (803) 957-4945 E-MAIL ADDRESS:

CODE: SUB CODE:
AGENCY License # OE67768
CUSTOMER ID #: LOWCCAS-01INSURED LOW COUNTRY CASE & MILLWORK INC.
3270 Benchmark Drive
Ladson, SC 29456

LOAN NUMBER

POLICY NUMBER
WPP108312005EFFECTIVE DATE
8/4/2017EXPIRATION DATE
8/4/2018CONTINUED 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.

RANGE INFORMATION

PERILS INSURED

BASIC

BROAD

SPECIAL

Loc # 1, Bldg # 1

Property of Others, Special (Including theft), Replacement Cost

COVERAGE / PERILS / FORMS

AMOUNT OF INSURANCE

\$67,541

DEDUCTIBLE

5,000

REMARKS (Including Special Conditions)

Special Conditions:
HMS - Guest Floors stored materials 67,541

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 28210ADDITIONAL INSURED :
MORTGAGEE

LOAN #

LENDER'S LOSS PAYABLE

LOSS PAYEE

AUTHORIZED REPRESENTATIVE

ACORD 27 (2016/03)

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ELECTRONICALLY FILED - 2023 May 15 2:34 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

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 COL 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



From: Amy Stasiukaitis
Sent: 20 Oct 2017 15:27:38 +0000
To: Ashe, Candice
Cc: GMcClure@Balfourbeattyus.com; Spano, Tim; Starcevic, Nicholas; Dooley, Alec; Denney, Brandon; Debbie Yandle (COL)
Subject: HMS - Guest Floors
Attachments: scanner@lccm.com_20171020_100203.pdf, Stored Material Log - Guest Rooms.xlsx

Good morning. Please see attached pay application for the guest floors at HMS. I have copied Debbie to get you a COI for stored materials in the amount of \$250,351. Let us 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

From: Amy Stasiukaitis
Sent: 17 Nov 2017 16:03:42 +0000
To: Ashe, Candice
Cc: GMcClure@Balfourbeattyus.com; Spano, Tim; Starcevic, Nicholas; Dooley, Alec; Denney, Brandon; Debbie Yandle (COL); David Stasiukaitis
Subject: RE: HMS - Guest Floors
Attachments: Guest Floors Bill 11 (Signed).pdf, Stored Material Log - Guest Rooms.xlsx

Good morning. Please see attached pay application for HMS Guest Floors for November. I have attached the Stored Materials log and copied Debbie Yandle to get you a COI for the stored materials in the amount of \$117,431. 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

From: Debbie Yandle (COL)
Sent: 15 Dec 2017 18:57:07 +0000
To: Amy Stasiukaitis; McClure, Gina; Ashe, Candice; Starcevic, Nicholas; Dooley, Alec; Spano, Tim
Cc: David Stasiukaitis; Debbie Yandle (COL)
Subject: RE: HMS Guest Rooms Pay App
Attachments: 1718 Balfour Beatty HMS Guest Floors @ Marion Square stored materials 17,808 121517 - Balfour Beatty.pdf

Please find attached.

Thanks

Debbie

-----Original Message-----

From: Amy Stasiukaitis [<mailto:Amy@lccm.com>]
Sent: Friday, December 15, 2017 1:04 PM
To: McClure, Gina <GMcClure@Balfourbeattyus.com>; Ashe, Candice <CAshe@Balfourbeattyus.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Dooley, Alec <adooley@Balfourbeattyus.com>; Spano, Tim <timspano@Balfourbeattyus.com>
Cc: Debbie Yandle (COL) <Debbie.Yandle@ioausa.com>; David Stasiukaitis <David@lccm.com>
Subject: HMS Guest Rooms Pay App

Good afternoon. Please see attached pay application for HMS - Guest Rooms for December. I have copied Debbie with IOA to get you a COI for additional stored materials in the amount of \$17,808. We will not be submitting an invoice for the Common Floors this month.

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, December 15, 2017 12:53 PM
To: Amy Stasiukaitis <Amy@lccm.com>
Subject: Scanned image from MX-M266N

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

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

Attached file is scanned image in PDF format.
 Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.

Adobe(R)Reader(R) can be downloaded from the following URL:
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<http://www.adobe.com/>

From: Amy Stasiukaitis
Sent: 18 Dec 2017 16:06:41 +0000
To: David Stasiukaitis;Dooley, Alec
Cc: Starcevic, Nicholas;McClure, Gina;Debbie Yandle (COL)
Subject: RE: Pay App Reminder
Attachments: HMS Guest Bill 12 - Signed .pdf, Stored Material Log - Guest Rooms.xlsx

See revised pay app.

Debbie, can you revise our stored materials certificate to reflect amount stored of \$137,818. 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



From: David Stasiukaitis
Sent: Monday, December 18, 2017 10:45 AM
To: Dooley, Alec <adooley@Balfourbeattyus.com>
Cc: Amy Stasiukaitis <Amy@lccm.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
Subject: RE: Pay App Reminder

Coming your way momentarily.

I added the installation of the Guest Room closets on 4 and 5. That's about the only additional items I have right now. We haven't started the corridors on 4 or 5 yet.

Thanks,

David Stasiukaitis
CEO
LOW COUNTRY CASE & MILLWORK
3270 Benchmark Drive
Ladson, SC 29456
Phone: (843) 797-0881
www.LCCM.com

From: Dooley, Alec [<mailto:adooley@Balfourbeattyus.com>]
Sent: Monday, December 18, 2017 7:56 AM
To: David Stasiukaitis <David@lccm.com>
Cc: Amy Stasiukaitis <Amy@lccm.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
Subject: Pay App Reminder

Reminder to resubmit your pay app per our conversation Friday afternoon.

Alec Dooley | Assistant Project Manager
mobile: 704.614.4907 | email: adooley@balfourbeattyus.com
Balfour Beatty Construction | 306 Meeting Street, Suite 300, Charleston, SC 29401 | www.balfourbeattyus.com

From: Amy Stasiukaitis
Sent: 15 Feb 2018 21:50:21 +0000
To: Starcevic, Nicholas;Dooley, Alec;Ashe, Candice
Cc: David Stasiukaitis;Debbie Yandle (COL)
Subject: HMS Guest Floors Pay App
Attachments: scanner@lccm.com_20180215_170800.pdf, Stored Material Log - Guest Rooms.xlsx

Good afternoon. Please see attached pay application for HMS Guest Floors for February. I have copied Debbie with IOA to get you an updated COI for stored materials in the amount of \$67,541 as represented on the attached stored material log. 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

****OUR NEW MAILING ADDRESS IS P.O. BOX 347, Ladson, SC 29456-0347****

-----Original Message-----

From: scanner@lccm.com [<mailto:scanner2@cipsupport.com>]
Sent: Thursday, February 15, 2018 5:08 PM
To: Amy Stasiukaitis <Amy@lccm.com>
Subject: Scanned image from MX-M266N

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

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

Attached file is scanned image in PDF format.
 Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.
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<http://www.adobe.com/>



Line Item 48

Balfour Beatty

Request for Payment

Pay Request #

PE01

Work Performed Through:

3/28/2018

Subcontractor's Name
Subcontractor's Address

Flooring Services

2270 Technical Parkway
North Charleston, SC 29405Phone Number
Fax Number843-764-4875
843-764-4878Project Name: Hotel in Marion Square
Owner:

Job No.:

13026000

Date: 2/18/2018

Description of Work:

Flooring

Original Contract Amount

\$49,770.00

Change Order Total

\$41,999.00

Through C/O #:

Total Revised Contract

\$110,769.00

Value of Work Performed to Date

\$20,718.00

Value of Materials Stored On Site

Value of Materials Stored Off Site

Current Month (Stored Materials)

Total

\$20,718.00

Less 10% Retainage

\$2,071.80

Amount Earned to Date

\$18,646.20

Less Previous Billings/Payments

\$9,922.50

Less Adjustments/Joint Checks

Less Pending Back Charges

Total Amount this Requisition

\$8,723.70

For Balfour Beatty Use Only:

C/O #	Invoice #	Yr/Order	Job #	Contract No.
		11/5-21/1	11026000	
Date	Invoice #	Description		
Gross Amount	Retainage Amt	Net Amount		
\$20,718.00	\$2,071.80	\$18,646.20		
Agency Tax	Tax Code	Pay Item & Cost Code		
YES		After 50-50 Net 40		
NO				
L&L Under: 10% A/P, 10% T&E, 10% J&C, 10% M&S				

Approvals:

PM / Date

CA 02/18/18

PA / Date

APA / Date

Subcontract ☐Purchase Order ☐

Other Contract Type

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

Contract Increased 30%?

Y ☐N ☐

If yes, bond rider received

Y ☐N ☐

EEO Reports Current

Y ☐N ☐

Certified Payrolls Current

Y ☐N ☐

Insurance Status

Insurance Expiration Date

Final

3/6/2018

Release Attached

Y ☐N ☐

Tier/Supplier Release

Y ☐N ☐

4 Required

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

Y ☐N ☐

If yes, attach stored materials checklist

Final Payment

Y ☐N ☐

If yes, see attached checklist

Owner Billing Number

Owner Payment Rec'd Date:

Payment Terms:

Pay Select #

Request for Payment

Pay Request #

Work Performed Through

2/20/2010

Subcontractor's Name
Subcontractor's Address

Atlantic Electric, Inc.
2226 Technical Parkway
North Charleston, SC 29406
843-784-4675
843-784-4676

Phone Number
Fax NumberProject Name:
Owner:

Hotel at Montage Square
Enterprise Associates, LLC

R/S 10011080010

Date:

2/16/2010

Description of Work:

Floor Covering

Original Contract Amount

\$369,770.00

Change Order Total

\$40,939.00

Through C/O #1-2

Total Revised Contract

\$410,769.00

Value of Work Performed to Date

\$20,718.00

Value of Materials Stored On Site

\$0.00

Value of Materials Stored Off Site

\$0.00

Current Month (Stored Materials)

\$0.00

Total

\$20,718.00

Less 10% Retainage

\$2,071.80

Amount Received to Date

\$18,646.20

Less Previous Billings/Payments

\$9,922.50

Less Adjustment/Joint Checks

\$0.00

Less Pending Back Charges

\$0.00

Total Amount This Requestion

\$8,723.70

For Ballfour Utility Use Only:

Date	Invoice #	Description	Amount	Retainage Amt	Net Amount
			59,691.70	5969.17	\$4,723.70
Account Tax		Tax Code	Pay Item & Unit Code		
YES					
NO					
Ball Code					
Approval:					
PM / Date		PR / Date		PPA / Date	

Subcontract

Purchase Order

Other Contract Type

Price

Bonded

Lump Sum

Unit Priced

Subsequent

Alternate Plan

Contract Increased 20%?

If yes, bond order received

EEO Reports Current

Certified Payroll Current

Insurance Status

Insurance Expiration Date

Release Attached

Verify Supplier Release

If Required

Reducing Retention

Fire Insurance coverage not kept

If not, proof of coverage for retention

If not, proof of coverage for retention

How materials stored off site

If yes, attach stored inventory checklist

Final Payment

If yes, see attached checklist

Owner Billing Number

Owner Payment Rec'd Date:

Payment Terms:

Pay Select #

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (Construction Manager):
 Balfour Beatty Construction, LLC
 600 Galleria Parkway, Suite 1800
 Atlanta, GA, 30339

PROJECT: Hotel at Marion Square
 404 King Street
 Charleston, SC 29403

FROM (TRADE CONTRACTOR):
 Flooring Services, Inc.
 2220 Technical Parkway
 North Charleston, SC 29406

VIA (CONSTRUCTION MANAGER):

ARCHITECTS
 PROJECTS NC 13026000

AIA DOCUMENT G702 PAGE 1 OF 2 PAGES

APPLICATION: 4 DISTRIBUTION TO:
 PERIOD FROM: 01/21/2018 OWNER
 PERIOD TO: 02/20/2015 CONSTRUCTION MANAGER
 ARCHITECT
 TRADE CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

CONTRACT DATE: 1/25/2016

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

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner		1350.00	
TOTAL		\$1,350.00	
Approved this Month			
No.	Date Approved		
2	01/26/2018	39,649.00	
TOTALS		39,649.00	\$0.00
Net change by Change Orders:			\$40,999.00

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

CONTRACTOR

By: *[Signature]* Date: 2/15/2018

CONSTRUCTION MANAGER'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/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 Trade Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

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

CONSTRUCTION MANAGER:

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.



State of South Carolina County of Charleston
 Subscribed and sworn to before me this 15th day of February
 Notary Public
 My commission expires: 7/15/2027

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

APPLICATION FOR PAYMENT, INTERIM RELEASE & INTERIM LIEN WAIVER
 APPLICATION NO: 4
 APPLICATION DATE: 2/15/2018
 PERIOD TO: 2/20/2018
 Project #1302600; Hotel at Marion Square

containing Subcontractor'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.

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL (C + F) AND STORED (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
1	Cardboard Protection Over 1 Floor	\$18,567.00				\$0.00	\$18,567.00	\$0.00
2	Sqa, Locker Rm. Treatment, Vestibule Bamboo	\$33,822.00				\$0.00	\$33,822.00	\$0.00
3	Concierge Lounge/Dining	\$13,980.00				\$0.00	\$13,980.00	\$0.00
4	1st Floor Bar, Pre-Func, Board Room	\$134,868.00				\$0.00	\$134,868.00	\$0.00
5	Storage, Receiving, Staff Break Rm, Locker Rm-VCT & Base	\$18,420.00	\$4,350.00			\$4,350.00	\$14,070.00	\$435.00
6	RF 01 Fitness Rm Flr Oak	\$6,532.00				\$0.00	\$6,532.00	\$0.00
7	Ball Rm Cp-02 Install Only	\$11,000.00				\$0.00	\$11,000.00	\$0.00
8	Admin Offices Cp-06 Install Only	\$1,805.00				\$0.00	\$1,805.00	\$0.00
9	Bridal Suite CP 03 Install Only	\$340.00				\$0.00	\$340.00	\$0.00
10	Restaurant Dining 1st & 2nd Flr CP-01 Install Only	\$1,360.00				\$0.00	\$1,360.00	\$0.00
11	Guest Rm Corridors	\$17,700.00				\$0.00	\$17,700.00	\$0.00
12	Unit Guest Rm CP-04 Install Only	\$25,200.00	\$5,325.00	\$9,693.00		\$15,018.00	\$10,182.00	\$1501.50
13	Unit Guest Rms/Manager Suite Wood	\$74,176.00				\$0.00	\$74,176.00	\$0.00
14	Composite Clean	\$8,800.00				\$0.00	\$8,800.00	\$0.00
15	Change Order #1-Float & Feather L3 Terraces	\$1,350.00	\$1,350.00			\$1,350.00	\$0.00	\$135.00

Project #130260; Hotel at Marion Square

Original Contract Amount	\$369,770.00
Change Orders	\$1,350.00
Adjusted Contract Amount	<u>\$371,120.00</u>
Amount complete	\$20,718.00
Less 10% retainage	<u>\$2,071.80</u>
Total less retainage	\$18,646.20
Less previously paid	<u>\$9,922.50</u>
Amount Due This Request	<u>\$8,723.70</u>
Balance to Finish	\$352,473.80

Subcontractor/Suppliers (List all subs or suppliers who will perform work for this contract. List Address & Phone Number)	Indicate if Tier is based in country of Project	Notice to Owner Filed (Y/N)	Date XTO 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 collar amount for billed for work to date: (\$)	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: (see note on release)	Tier's most recent release is PARTIAL or FINAL? Select One	Comments:
SAMPLE TIER 123 Example Dr Somerville, NC 27607 610-833-1234	YES - P/T	NO	N/A	NO	YES	NO	\$12,123.00	12/1/2010	12/31/2010	PARTIAL	See March 2010
L. Fennan & Son, Inc 5501 E. Lenthall St Baltimore, MD 21224 410-551-0001	YES	NO	N/A	NO	YES	YES	\$1,986.75	10/1/2018	10/1/2018	FINAL	Thru January 2018
SHASS Flooring, LLC 100 Rhonda Dr., Lot 35 Summersville, SC 29483 803-235-0931	NO	NO	N/A	NO	YES	YES	\$995.00	12/23/2017	9/30/2017	PARTIAL	Thru September 2017
IVERRIN M. Bid and Company, Inc 14219 Azalea Dr N Charleston, SC 29405 843-551-1004	YES	NO	N/A	NO	YES	YES	\$1,849.00	9/27/2017	10/1/2018	FINAL	Thru January 2018
Knots Flooring, LLC 107 B Wendy Way Summersville, SC 29485	YES	NO	N/A	NO	YES	YES	\$145.00	10/6/2017	12/31/2018	PARTIAL	Thru January 2018
Jason Kozak 9835 Blue House Rd., Apt #8303 Ladson, SC 29456	YES	NO	N/A	NO	YES	YES	\$1,564.00	12/15/2017	10/1/2018	PARTIAL	Thru January 2018
Wing O Flores 3242 Camber Way Dr Lucedo, GA 30519	YES	NO	N/A	NO	YES	YES	\$655.00	12/28/2017	10/1/2018	PARTIAL	Thru January 2018
Nacori Hardwood LLC 1909 A Northside Crossing Macon, GA 31210	YES	NO	10A	NO	YES	YES	\$10,570.40	1/1/2018	10/1/2018	FINAL	Thru January 2018
Harry Carpet, LLC 139 Royle Rd Ladson, SC 29456	YES	NO	N/A	NO	YES	YES	\$2,655.00	12/22/2018	10/1/2018	FINAL	Thru January 2018
Spotts Flooring Inc Spurr Communications P O Box 60303C Charlotte, NC 28260-3030	YES	NO	N/A	NO	YES	YES	\$2,641.52	10/27/2018	10/1/2018	PARTIAL	Thru January 2018

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

KNOW ALL MEN BY THESE PRESENTS:

That Flooring Services (the "Lienor") for and in consideration of the payment of the sum of \$ 8,723.70 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:
None

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 15th day of February, 2018, 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 February, 2018

Signed, sealed and delivered
in the presence of:

Inge Crawford

Signature

Inge Crawford

Print Name

Flooring Services, Inc.

a South Carolina corporation

Jackie Blackmon

Signature

Jackie Blackmon, Vice-President

Print Name & Title

STATE OF South Carolina

COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 15th day of February, 2018 by Jackie Blackmon Vice-President of Flooring Services, Inc. a South Carolina corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

My Commission Expires: 07/06/2027



NOTARY PUBLIC, STATE OF South Carolina

Julia Hiott

Request for Payment

Pay Request # **10**
Work Performed Through: **02/28/18**

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: **02/16/18**
Owner: **Library Associates, LLC**

Description of Work: **Painting & Wallcovering**
Original Contract Amount **\$698,480.00**
Change Order Total **\$169,907.73** GET BOND RIDER!!
Through C/O # **1**
Total Revised Contract **\$868,387.73**
Previous Work Performed to Date(SSR) **\$578,664.80**
Value of Materials Stored On Site **\$0.00**
Value of Materials Stored Off Site **\$0.00**
Current Month Gross **\$59,931.20**
New Work Performed to Date **\$638,596.00**
Less **10 % Retainage** **\$63,859.62**
Amount Earned to Date **\$574,736.38**
Less Previous Net Billings **\$520,798.31**
Less Adjustments/Joint Checks **\$0.00**
Less Pending Back Charges **\$0.00**
Total Amount this Requisition **\$53,938.07**

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
50540	3715721	13026400	554222
Date	Invoice #	Description	
02/28/18	13026400 - 10	13026400 . PE# 10 . 18.02	
Gross Amount	Retainage Amt	Net Amount	
\$59,931.20	\$2,998.58	\$53,938.07	
Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400 50991000.40	NO
Halt Codes: 02- OWNER FUNDING updated waivers PM APP			

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 **Finalized**
Insurance Expiration Date **04/23/18**

Release Attached ☐ Y ☐ N ☐
Tier/Supplier Release ☐ 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 ☐ Y ☐ N ☒
If yes, attach stored materials checklist

Final Payment ☐ Y ☐ N ☒
If yes, see attached checklist

Owner Billing Number **11**

Owner Payment Rec'd Date: _____

Payment Terms: **Pay When Paid**

Pay Select # _____

ovals: _____ CA 02/16/18
PA / Date _____ APA / Date _____

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:

Library Associates LLC

PROJECT:

Hotel at Marion Square
404 King Street
Charleston SC 29403

FROM CONTRACTOR:

SBC Group LLC dba Merit Professional Coatings
1470 Ben Sawyer Blvd, Suite 16
Mt. Pleasant, SC 29464

VIA CONTRACTOR:

Balfour Beatty Construction

AIA DOCUMENT G702

APPLICATION NO

10

PERIOD TO:

2:28:2018

PROJECT NOS:

13026000

CONTRACT DATE

6/29/2015

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. Net change by Change Orders
3. CONTRACT SUM TO DATE (Line 1 ± 2)
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)

5. RETAINAGE:

- a. 10 % of Completed Work (Column D + E on G703)
- b. % of Stored Material (Column F on G703)

Total Retainage (Lines 5a + 5b or

Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE

(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

\$ 698,480.00
\$ 169,907.73
\$ 868,387.73
\$ 638,596.00

\$ 663,859.62

\$ Included in above

\$ 63,859.62
\$ 574,736.38

\$ 520,798.31
\$ 53,938.07
\$ 293,651.35

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Change Orders Approved	\$169,907.73	
Total Change Orders Pending		\$0.00
TOTALS	\$169,907.73	
NET CHANGES by Change Order	\$169,907.73	

AIA DOCUMENT G702 APPLICATION AND CERTIFICATION FOR PAYMENT 1992 EDITION AIA ©1992

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

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: 2/15/2018

State of: South Carolina County of: Charleston
Subscribed and sworn to before me this 15th day of Feb 2018
Notary Public: _____

My Commission expires: 08-09-2026

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

By: _____ Date: _____

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

THE AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20005-5102

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE TWO OF TWO PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 10

Contractor's signed certification is attached.

APPLICATION DATE: 2/15/2018

In installments below, amounts are stated to the nearest dollar

PERIOD TO: 2/28/2018

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

ARCHITECT'S PROJECT NO: 13026000

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D-F+G)	H % (G-C)	I BALANCE TO FINISH (C-G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION	THIS PERIOD					
	Permits, Fees, Licenses, Insurance	\$22,752.00	\$22,752.00			\$22,752.00	100.00%	\$0.00	\$2,375.30
	Muck-Ups	\$6,500.00	\$6,500.00			\$6,500.00	100.00%	\$0.00	\$650.00
	BOH Sealed Floors	\$2,600.00						\$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			\$3,800.00	100.00%	\$0.00	\$380.00
	BOH Masonry Walls 1st Coat	\$3,300.00	\$3,300.00			\$3,300.00	100.00%	\$0.00	\$330.00
	BOH Masonry Walls 2nd Coat	\$3,300.00	\$3,300.00			\$3,300.00	100.00%	\$0.00	\$330.00
	BOH Painting - Prime	\$15,800.00	\$4,740.00			\$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 Rollers	\$720.00						\$720.00	
	Ext Linels	\$700.00						\$700.00	
	3rd Floor Prime	\$25,600.00	\$25,600.00			\$25,600.00	100.00%	\$0.00	\$2,560.00
	3rd Floor 1st Coat	\$23,575.00	\$22,396.25			\$22,396.25	95.00%	\$1,178.75	\$2,239.63
	3rd Floor 2nd Coat	\$19,575.00	\$9,787.50			\$9,787.50	50.00%	\$9,787.50	\$1,859.63
	3rd Floor WC Hang	\$4,340.00	\$3,300.00			\$3,300.00	76.02%	\$1,040.00	\$4,230.00
	4th Floor Prime	\$25,600.00	\$25,600.00			\$25,600.00	100.00%	\$0.00	\$2,560.00
	4th Floor 1st Coat	\$23,575.00	\$22,396.25			\$22,396.25	95.00%	\$1,178.75	\$2,239.63
	4th Floor 2nd Coat	\$19,575.00	\$9,787.50			\$9,787.50	50.00%	\$9,787.50	\$1,859.63
	4th Floor WC Hang	\$4,340.00	\$3,300.00			\$3,300.00	76.02%	\$1,040.00	\$390.60
	5th Floor Prime	\$25,600.00	\$25,600.00			\$25,600.00	100.00%	\$0.00	\$2,560.00
	5th Floor 1st Coat	\$23,575.00	\$22,396.25			\$22,396.25	95.00%	\$1,178.75	\$2,239.63
	5th Floor 2nd Coat	\$19,575.00	\$9,787.50			\$9,787.50	50.00%	\$9,787.50	\$1,859.63
	5th Floor WC Hang	\$4,340.00	\$3,300.00			\$3,300.00	76.02%	\$1,040.00	\$390.60
	6th Floor Prime	\$19,500.00	\$19,110.00			\$19,110.00	98.00%	\$434.00	\$390.60
	6th Floor 1st Coat	\$17,332.00	\$16,484.40			\$16,484.40	95.10%	\$867.60	\$1,911.00
	6th Floor 2nd Coat	\$15,352.00	\$7,676.00			\$7,676.00	50.00%	\$15,352.00	\$1,648.44
	6th Floor WC Hang	\$3,240.00	\$2,925.00			\$2,925.00	90.56%	\$307.50	\$767.60
									\$308.75

7th Floor Prime	\$19,500.00	\$19,110.00	98.00%	\$390.00	\$1,911.00
7th Floor 1st Coat	\$17,352.00	\$16,484.40	95.00%	\$17,352.00	\$1,648.44
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	\$19,110.00	98.00%	\$390.00	\$1,911.00
8th Floor 1st Coat	\$17,352.00	\$16,484.40	95.00%	\$17,352.00	\$1,648.44
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	\$3,920.00	98.00%	\$80.00	\$392.00
Corridors 3rd Floor 1st Coat	\$3,000.00	\$2,940.00	98.00%	\$60.00	\$294.00
Corridors 3rd Floor 2nd Coat	\$2,500.00	\$2,450.00	98.00%	\$50.00	\$245.00
Corridors 3rd Floor WC Hang	\$5,600.00	\$5,600.00	100.00%	\$0.00	\$560.00
Corridors 4th Floor Prime	\$4,000.00	\$3,920.00	98.00%	\$80.00	\$392.00
Corridors 4th Floor 1st Coat	\$3,000.00	\$2,940.00	98.00%	\$60.00	\$294.00
Corridors 4th Floor 2nd Coat	\$2,500.00	\$2,450.00	98.00%	\$50.00	\$245.00
Corridors 4th Floor WC Hang	\$5,600.00	\$5,600.00	100.00%	\$0.00	\$560.00
Corridors 5th Floor Prime	\$4,000.00	\$3,920.00	98.00%	\$80.00	\$392.00
Corridors 5th Floor 1st Coat	\$3,000.00	\$2,940.00	98.00%	\$60.00	\$294.00
Corridors 5th Floor 2nd Coat	\$2,500.00	\$2,450.00	98.00%	\$50.00	\$245.00
Corridors 5th Floor WC Hang	\$5,600.00	\$5,600.00	100.00%	\$0.00	\$560.00
Corridors 6th Floor Prime	\$3,000.00	\$2,940.00	98.00%	\$60.00	\$294.00
Corridors 6th Floor 1st Coat	\$2,000.00	\$1,940.00	97.00%	\$60.00	\$294.00
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	\$2,940.00	98.00%	\$60.00	\$294.00
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	\$7,840.00	98.00%	\$160.00	\$784.00
Ballroom 1st Coat	\$7,500.00	\$7,150.00	95.00%	\$350.00	\$735.00
Ballroom 2nd Coat	\$6,400.00	\$6,272.00	98.00%	\$128.00	\$627.20
Ballroom WC Hang	\$6,200.00	\$5,580.00	90.00%	\$620.00	\$558.00
Camellia Prime	\$1,500.00	\$1,460.00	97.33%	\$40.00	\$150.00

CO1	Camillus 1st Coat	\$1,176.00	\$1,176.00	98.00%	\$24.00	\$117.60
CO1	Camillus 2nd Coat	\$980.00	\$980.00	98.00%	\$20.00	\$98.00
CO1	Camillus WC Hang	\$400.00			\$400.00	
CO1	Lobby Prime	\$6,000.00	\$6,000.00	100.00%	\$0.00	\$600.00
CO1	Lobby 1st Coat	\$4,950.00	\$4,950.00	99.00%	\$50.00	\$495.00
CO1	Lobby 2nd Coat	\$4,050.00	\$4,050.00	90.00%	\$450.00	\$405.00
CO1	Lobby WC Hang	\$4,000.00			\$4,000.00	
CO1	Parking Deck Prime	\$14,400.00	\$14,400.00	95.00%	\$720.00	\$1,368.00
CO1	Parking Deck Top Coat	\$12,160.00	\$12,160.00	95.00%	\$640.00	\$1,216.00
CO1	Spa Prime	\$4,000.00	\$4,000.00	100.00%	\$0.00	\$400.00
CO1	Spa 1st Coat	\$3,500.00	\$3,500.00	75.00%	\$875.00	\$262.50
CO1	Spa 2nd Coat	\$3,000.00	\$0.00	0.00%	\$3,000.00	
CO1	Spa WC Hang	\$6,300.00	\$0.00	0.00%	\$6,300.00	
CO1	Patisserie Prime	\$3,500.00	\$0.00	0.00%	\$3,500.00	
CO1	Patisserie 1st Coat	\$2,900.00	\$0.00	0.00%	\$2,900.00	
CO1	Patisserie 2nd Coat	\$2,500.00	\$0.00	0.00%	\$2,500.00	
CO1	Patisserie WC Hang	\$6,300.00	\$0.00	0.00%	\$6,300.00	
CO1	Restaurant Prime	\$2,500.00	\$1,250.00	50.00%	\$1,250.00	\$125.00
CO1	Restaurant 1st Coat	\$2,000.00	\$1,000.00	50.00%	\$1,000.00	\$100.00
CO1	Restaurant 2nd Coat	\$1,600.00	\$800.00	50.00%	\$800.00	\$80.00
CO1	Restaurant WC Hang	\$1,005.00	\$904.50	90.00%	\$100.50	\$90.45
CO1	Roofline Prime	\$2,500.00	\$3,150.00	99.00%	\$350.00	\$315.00
CO1	Roofline 1st Coat	\$2,850.00	\$2,565.00	90.00%	\$285.00	\$256.50
CO1	Roofline 2nd Coat	\$2,500.00	\$0.00	0.00%	\$2,500.00	
CO1	Bond	\$10,485.00	\$10,485.00	100.00%	\$0.00	\$1,048.50
CO1	306 Meeting Street Office	\$1,435.00	\$1,435.00	100.00%	\$0.00	\$143.50
CO2	Fence Painting	\$580.00	\$580.00	100.00%	\$0.00	\$58.00
CO2	Pedestals	\$36,000.00	\$32,400.00	90.00%	\$3,600.00	\$3,240.00
CO2	SF-14 Mock Ups	\$1,800.00	\$1,800.00	100.00%	\$0.00	\$180.00
CO4	2nd Pedestal Mock Ups	\$1,800.00	\$1,800.00	100.00%	\$0.00	\$180.00
CO5	Mod 5 Paint Revisions	\$1,691.00	\$1,691.00	60.00%	\$676.40	\$161.40
CO6	Lt. Sheet Pile Change	\$7,771.00	\$7,771.00	70.00%	\$0.00	\$777.10
CO7	5138 Paint	\$150.00	\$210.00	60.00%	\$140.00	\$21.00
CO8	Pergola Mock Up Rods	\$1,067.28	\$1,067.28	100.00%	\$0.00	\$106.73
CO9	51-10 Painting Revisions	\$5,972.00	\$0.00	0.00%	\$5,972.00	\$0.00
CO10	Paint Driveway Wall in Guest Bathrooms	\$4,114.83	\$2,468.90	60.00%	\$1,645.93	\$376.34
CO11	Mod 6 Painting Revisions	\$7,738.00	\$4,642.80	60.00%	\$3,095.20	\$464.28
CO12	SF-01 to Paint	\$36,339.53	\$32,705.58	90.00%	\$3,633.95	\$3,270.56
CO12	MOD 1 SF-01 to Paint	\$6,663.89	\$5,997.42	90.00%	\$666.47	\$599.74
CO13	Mod 7 Revisions	\$8,945.93	\$5,367.55	60.00%	\$3,578.37	\$536.76
CO14	SF Changes 30 Stair 04 Millwork	\$12,166.67	\$0.00	0.00%	\$12,166.67	\$0.00
CO15	Mod 8 Changes	\$1,385.70	\$831.42	60.00%	\$554.28	\$83.14
CO16	Guestroom Window Casings	\$22,602.00	\$14,602.30	65.00%	\$7,999.70	\$1,460.23
	GRAND TOTALS	\$868,587.73	\$59,931.20	74%	\$808,656.53	\$63,859.60

**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 \$ 53,938.07 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 November, 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 15th day of February, 2018.

Signed, sealed and delivered
in the presence of:

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

Signature

Erica Kochis

Print Name

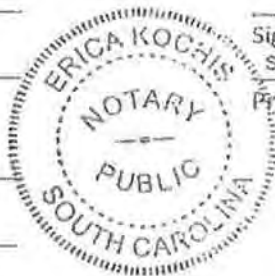
Signature

Scott McCormack, Managing Member

Print Name & Title

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON



The foregoing instrument was acknowledged before me this 15th day of February, 2018, 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 Kochis

NOTARY PUBLIC, STATE OF SOUTH CAROLINA

My Commission Expires: 08/09/2026

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 \$ 53,938.07,

(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 February 28, 2018 (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 15th day of February, 2018.

Merit Professional Coatings
(Company Name)

By: _____

Its: Managing Member

STATE OF South Carolina

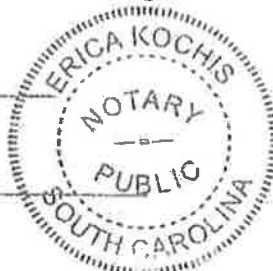
COUNTY OF Charleston

The foregoing instrument was signed, sealed and acknowledged before me this 15th day of February, 2018, 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)

Balour 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 Balour Beatty Construction, LLC ("BBC"),
Merit Professional Coalings, 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 \$ 79,200.00
(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 12/22/2017 (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 so excluded shall be a waiver and release of any right to payment for such work.)

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

the Work have been paid in full 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 14 day of February 2018.

Sherwin Williams Company
(Company Name)

By: Florian K. K.

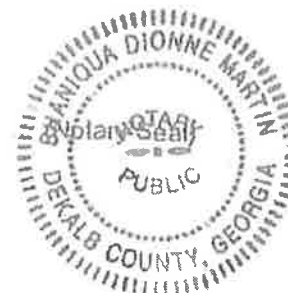
Its. FSR

STATE OF Georgia
COUNTY OF DeKalb

The foregoing Instrument was signed, sealed and acknowledged before me this 14 day of February 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: 8.22.21



Balfour Beatty
Construction

Line Item 50

ELECTRONICALLY FILED - 2023 May 15 2:34 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

st for Payment

Pay Request # 14
Work Performed Through: 02/28/18

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: **02/16/18**
Owner: **Library Associates, LLC**

Description of Work:	Title
Original Contract Amount	\$3,348,828.00
Change Order Total	\$113,938.00
Through C/O #:	
Total Revised Contract	\$3,462,766.00
Previous Work Performed to Date(SSR)	\$3,093,244.75
Value of Materials Stored On Site	\$0.00
Value of Materials Stored Off Site	\$0.00
Current Month Gross	\$174,177.40
New Work Performed to Date	\$3,267,422.15
Less 10 % Retainage	\$326,742.22
Amount Earned to Date	\$2,940,679.94
Less Previous Net Billings	\$2,783,920.27
Less Adjustments/Joint Checks	\$0.00
Less Pending Back Charges	\$0.00
Total Amount this Requisition	\$156,759.67

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 **Finalized**
Insurance Expiration Date **01/01/18**

Release Attached Y ☐ N ☐
Tier/Supplier Release Y ☐ N ☐
If Required Y ☐ N ☐
Reducing Retention Y ☐ N ☐

If reducing retainage, reducing From ☐ To ☒
Consent of Surety for retention Y ☐ N ☐
reduction if bonded
New materials stored off site Y ☐ N ☒
If yes, attach stored materials checklist

Final Payment Y ☐ N ☒
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	
02/28/18	13026000 - 14	13026000 . PE# 14 . 18.02	
Gross Amount	Retainage Amt	Net Amount	
\$174,177.40	\$8,708.87	\$165,468.53	
Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO			NO
Hall Codes: PM Approval Lower Tier Waivers O/F			

Approvals: **PM / Date**

CA 02/16/18
PA / Date

APA / Date

Applicant and Certificate For Payment

To Owner: BALFOUR BEATTY CONSTRUCTION
1930 Camden Rd., Suite 280
Charlotte, NC 28203

From(Contractor): David Allen Company, Inc.
PO Box 27705
Raleigh, NC 27611

Phone: 919 821-7100

Contractor's Application For Payment

Change Order Summary	Additions	Deductions	Original contract sum
Change orders approved in previous months by owner	133,938.00	-19,085.00	113,938.00
Change orders approved this month			3,462,766.00
			3,267,422.15
Totals			326,742.22
Net change by change orders	113,938.00		2,940,679.93
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			
			2,783,920.27
			0.00
			326,742.22
			2,940,679.93
			2,783,920.27
			0.00
			0.00
			0.00
			156,759.66
			522,086.07

Contractor: *[Signature]* Date: 2/16/2018
By: *[Signature]* County of: Wake
State of: North Carolina
Subscribed and sworn to before me this 16th day of February, 2018
Notary public: *[Signature]*
My commission expires 8/30/2022



Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and information 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: \$

By: _____ Date: _____

This Certification 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 other rights or remedies of the Contractor under this Contract.

Applicat. and Certificate For Payment -- page 2

To Owner: BALFOUR BEATTY CONSTRUCTION Application No: 14 Date: 2/15/2018

From (Contractor) David Allen Company, Inc. Contractor's Job Number: SC510401/17 Period To: 2/28/2018
 Project: Hotel at Marion Square Architect's Project No:

Work Completed

Item Number	Description	Scheduled Value	Previous Application	This Period	Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
01001	Submittals	16,744.00	15,069.60	1,674.40	0.00	16,744.00	100.00	0.00	1,674.40	
01002	Mobilization	16,744.00	15,069.60	837.20	0.00	15,906.80	95.00	637.20	1,590.68	
01003	Guest Room Mockups	20,650.00	20,650.00	0.00	0.00	20,650.00	100.00	0.00	2,065.00	
01004	Thin Brick at Rooftop Bar	28,800.00	0.00	0.00	0.00	0.00	0.00	28,800.00	0.00	
01005	Kitchen Floors	64,567.00	51,653.60	12,913.40	0.00	64,567.00	100.00	0.00	6,456.70	
01006	Palissene Tops	15,985.00	0.00	0.00	0.00	0.00	0.00	15,985.00	0.00	
01007	1st Floor Pub Restl Tops	6,860.00	5,145.00	0.00	0.00	5,145.00	75.00	1,715.00	514.50	
01008	Lobby Bar Top	12,256.00	0.00	0.00	0.00	0.00	0.00	12,256.00	0.00	
01009	Camelia Bar Fabriciall	3,856.00	0.00	0.00	0.00	0.00	0.00	3,856.00	0.00	
0101	Tile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
01010	Kitchen Tops	2,970.00	0.00	0.00	0.00	0.00	0.00	2,970.00	0.00	
01011	2nd Floor Public Restl Tops	8,075.00	6,056.25	0.00	0.00	6,056.25	75.00	2,018.75	605.63	
01012	Spa Treatment Tops	5,824.00	0.00	0.00	0.00	0.00	0.00	5,824.00	0.00	
01013	Mani Pedi Tops	2,980.00	0.00	0.00	0.00	0.00	0.00	2,980.00	0.00	
01014	Manager Apartment Tops	4,051.00	0.00	0.00	0.00	0.00	0.00	4,051.00	0.00	
01015	6th Floor Concierge Tops	9,254.00	0.00	0.00	0.00	0.00	0.00	9,254.00	0.00	
01016	Rooftop Restroom Tops	4,023.00	0.00	4,023.00	0.00	4,023.00	100.00	0.00	402.30	
01017	Palissene Floor - Materials	23,569.00	23,569.00	0.00	0.00	23,569.00	100.00	0.00	2,356.90	
01018	Palissene Floor - Labor	15,197.00	14,437.15	0.00	0.00	14,437.15	95.00	759.85	1,443.72	
01019	Spa Relail - Materials	14,553.00	14,553.00	0.00	0.00	14,553.00	100.00	0.00	1,456.30	
01020	Spa Relail - Labor	9,390.00	8,920.50	0.00	0.00	8,920.50	95.00	469.50	892.05	
01021	1st Fl Publ Rest/Vestl Tile - M	20,926.00	20,926.00	0.00	0.00	20,926.00	100.00	0.00	2,092.60	
01022	1st Fl Publ Rest/Vestl Tile - L	13,493.00	12,818.35	0.00	0.00	12,818.35	95.00	674.65	1,281.84	
01023	1st Floor Elev Lobby - Mail	5,601.00	5,601.00	0.00	0.00	5,601.00	100.00	0.00	560.10	
01024	1st Floor Elev Lobby - Labor									

Application and Certificate For Payment --- page 3

To Owner: BALFOUR BEATTY CONSTRUCTION

Application No: 14

Date: 2/15/2018

From (Contractor): David Allen Company, Inc.
Project: Hotel at Marion Square

Contractor's Job Number: SC510401/17
Architect's Project No:

Period To: 2/28/2018

Work Completed

Item Number	Description	Scheduled Value	Previous Application	This Period	Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
01025	Elevator Cabs - Materials	5,601.00	0.00	0.00	0.00	0.00	0.00	5,601.00	0.00	
01026	Elevator Cabs - Labor	3,611.00	0.00	0.00	0.00	0.00	0.00	3,611.00	0.00	
01027	Camelia Lounge Floor - Matl	73,934.00	73,934.00	0.00	0.00	73,934.00	100.00	0.00	7,393.40	
01028	Camelia Lounge Floor - Labor	47,572.00	19,068.80	26,219.60	0.00	45,286.40	95.00	2,383.60	4,528.84	
01029	Lobby/Concierge Floor - M	84,599.00	84,599.00	0.00	0.00	84,599.00	100.00	0.00	8,459.90	
01030	Lobby/Concierge Floor - L	54,548.00	49,083.20	2,727.40	0.00	51,820.60	95.00	2,727.40	5,182.06	
01031	1st Floor Rounda - Matl	22,852.00	22,852.00	0.00	0.00	22,852.00	100.00	0.00	2,285.20	
01032	1st Floor Rounda - Labor	14,735.00	13,996.25	0.00	0.00	13,996.25	95.00	736.75	1,399.63	
01033	Foyer - Materials	15,459.00	15,459.00	0.00	0.00	15,459.00	100.00	0.00	1,545.90	
01034	Foyer - Labor	9,968.00	7,476.00	1,993.60	0.00	9,469.60	95.00	498.40	946.96	
01035	1st Floor Staff Restrooms - M	5,377.00	5,377.00	0.00	0.00	5,377.00	100.00	0.00	537.70	
01036	1st Floor Staff Restrooms - L	3,467.00	3,293.65	0.00	0.00	3,293.65	95.00	173.35	329.37	
01037	2nd Floor Public Rest Tile - M	16,355.00	16,355.00	0.00	0.00	16,355.00	100.00	0.00	1,635.50	
01038	2nd Floor Public Rest Tile - L	10,546.00	10,018.70	0.00	0.00	10,018.70	95.00	527.30	1,001.87	
01039	2nd Floor Spa Totels - Matl	1,344.00	1,344.00	0.00	0.00	1,344.00	100.00	0.00	134.40	
01040	2nd Floor Spa Totels - Labor	867.00	823.65	0.00	0.00	823.65	95.00	43.35	82.37	
01041	2nd Floor Spa Showers - Matl	1,792.00	1,792.00	0.00	0.00	1,792.00	100.00	0.00	179.20	
01042	2nd Floor Spa Showers - Labor	1,156.00	1,098.20	0.00	0.00	1,098.20	95.00	57.80	109.82	
01043	Mani Pedi Tile - Materials	8,402.00	8,402.00	0.00	0.00	8,402.00	100.00	0.00	840.20	
01044	Mani Pedi Tile - Labor	5,146.15	5,146.15	0.00	0.00	5,146.15	95.00	270.85	514.62	
01045	2nd Floor Fitness Restrm - M	1,232.00	1,232.00	0.00	0.00	1,232.00	100.00	0.00	123.20	
01046	2nd Floor Fitness Restrm - L	785.00	755.25	0.00	0.00	755.25	95.00	39.75	75.53	
01047	2nd Flr Elev Lobbies/Pantry -M	10,440.00	10,440.00	0.00	0.00	10,440.00	100.00	0.00	1,044.00	
01048	2nd Flr Elev Lobbies/Pantry -L	6,732.00	0.00	0.00	0.00	0.00	0.00	6,732.00	0.00	
01049	Prefunction Vestibule - Mats	2,240.00								

Application and Certificate For Payment -- page 4

To Owner: BALFOUR BEATTY CONSTRUCTION

Application No: 14

Date: 2/15/2018

From (Contractor): David Allen Company, Inc.
Project: Hotel at Marion Square

Contractor's Job Number: SC510401/17
Architect's Project No:

Period To: 2/28/2018

Work Completed

Item Number	Description	Scheduled Value	Previous Application	This Period	Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Photo
01050	Prefunction Vestibule - Labor	1,445 00	722 50	0 00	0 00	722 50	50 00	722 50	72 25	
01051	2nd Floor Rotunda - Materials	23 189 00	23 189 00	0 00	0 00	23 189 00	100 00	0 00	2,316 90	
01052	2nd Floor Rotunda - Labor	14 952 00	14 204 40	0 00	0 00	14 204 40	95 00	747 60	1,420 44	
01053	Stair 1 - Materials	13 443 00	13 443 00	0 00	0 00	13 443 00	100 00	0 00	1,344 30	
01054	Stair 1 - Labor	8 668 00	0 00	0 00	0 00	0 00	0 00	8,668 00	0 00	
01055	Stair 2 - Materials	13 443 00	13 443 00	0 00	0 00	13 443 00	100 00	0 00	1,344 30	
01056	Stair 2 - Labor	8 668 00	0 00	0 00	0 00	0 00	0 00	8,668 00	0 00	
01057	3rd Fir Terrace Mekrete - M	8 497 00	8 497 00	0 00	0 00	8 497 00	100 00	0 00	849 70	
01058	3rd Fir Terrace Mekrete - L	19 825 00	19 825 00	0 00	0 00	19 825 00	100 00	0 00	1,982 60	
01059	3rd Fir Terrace Tile - Mails	76,175 00	76,175 00	0 00	0 00	76,175 00	100 00	0 00	7,617 50	
01060	3rd Fir Terrace Tile - Labor	46 660 20	46 660 20	0 00	0 00	46 660 20	95 00	2 435 80	4,666 02	
01061	3rd Fir Elevator Lobby - Mails	3 831 00	3 831 00	0 00	0 00	3 831 00	100 00	0 00	383 10	
01062	3rd Fir Elevator Lobby - Labor	2 346 50	0 00	2 346 50	0 00	2 346 50	95 00	123 50	234 65	
01063	3rd Fir Guest Room Floors- M	138,571 00	138,571 00	0 00	0 00	138,571 00	100 00	0 00	13,857 10	
01064	3rd Fir Guest Room Floors- L	84 880 60	84 880 60	0 00	0 00	84 880 60	95 00	4 467 40	8,488 06	
01065	3rd Fir Guest Room Walls - M	81 685 00	81 685 00	0 00	0 00	81 685 00	100 00	0 00	8,168 60	
01066	3rd Fir Guest Room Walls - L	52,670 00	50,036 50	0 00	0 00	50,036 50	95 00	2 633 50	5,003 65	
01067	4th Fir Elevator Lobby - Mails	3 831 00	3 831 00	0 00	0 00	3 831 00	100 00	0 00	383 10	
01068	4th Fir Elevator Lobby - Labor	2 346 50	0 00	2 346 50	0 00	2 346 50	95 00	123 50	234 65	
01069	4th Fir Guest Room Floors - M	139,041 00	139,041 00	0 00	0 00	139,041 00	100 00	0 00	13 904 10	
01070	4th Fir Guest Room Floors - L	85,652 00	85,169 40	0 00	0 00	85 169 40	95 00	4,482 80	8,516 94	
01071	4th Fir Guest Room Walls - M	78,124 00	78,124 00	0 00	0 00	78 124 00	100 00	0 00	7,812 40	
01072	4th Fir Guest Room Walls - L	50,373 00	47,854 35	0 00	0 00	47,854 35	95 00	2 518 65	4,785 44	
01073	5th Fir Elevator Lobby - M	3 831 00	3 831 00	0 00	0 00	3 831 00	100 00	0 00	383 10	
01074	5th Fir Elevator Lobby - L	2 346 50	0 00	2 346 50	0 00	2 346 50	95 00	123 50	234 65	

Applicant and Certificate For Payment -- page 5

To Owner: BALFOUR BEATTY CONSTRUCTION Application No: 14 Date: 2/15/2018

From (Contractor): David Allen Company, Inc. Contractor's Job Number: SC510401/1/7

Project: Hotel at Marion Square Architect's Project No: Period To: 2/28/2018

Work Completed

Item Number	Description	Scheduled Value	Previous Application	This Period	Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Months
01075	5th Flr Guest Room Floors - M	132,051.00	132,051.00	0.00	0.00	132,051.00	100.00	0.00	13,205.10	
01076	5th Flr Guest Room Floors - L	80,886.80	80,886.80	0.00	0.00	80,886.80	95.00	4,257.20	8,088.68	
01077	5th Flr Guest Room Walls - M	74,315.00	74,315.00	0.00	0.00	74,315.00	100.00	0.00	7,431.50	
01078	5th Flr Guest Room Walls - L	45,521.15	45,521.15	0.00	0.00	45,521.15	95.00	2,395.85	4,552.12	
01079	6th Flr Terrace Merkleite - M	12,745.00	12,745.00	0.00	0.00	12,745.00	100.00	0.00	1,274.50	
01080	6th Flr Terrace Merkleite - L	29,740.00	29,740.00	0.00	0.00	29,740.00	100.00	0.00	2,974.00	
01081	6th Flr Terrace Tile - Mails	121,499.00	121,499.00	0.00	0.00	121,499.00	100.00	0.00	12,149.90	
01082	6th Flr Terrace Tile - Labor	74,423.00	74,423.00	0.00	0.00	74,423.00	95.00	3,517.00	7,442.30	
01083	6th Flr Elevator Lobby - M	5,310.00	5,310.00	0.00	0.00	5,310.00	100.00	0.00	531.00	
01084	6th Flr Elevator Lobby - L	3,424.00	0.00	3,252.80	0.00	3,252.80	95.00	171.20	325.28	
01085	6th Flr Guest Room Floors - M	74,360.00	74,360.00	0.00	0.00	74,360.00	100.00	0.00	7,436.00	
01086	6th Flr Guest Room Floors - L	45,548.70	45,548.70	0.00	0.00	45,548.70	95.00	2,397.30	4,554.87	
01087	6th Flr Guest Room Walls - M	42,927.00	42,927.00	0.00	0.00	42,927.00	100.00	0.00	4,292.70	
01088	6th Flr Guest Room Walls - L	26,294.10	26,294.10	0.00	0.00	26,294.10	95.00	1,303.90	2,629.41	
01089	7th Flr Elevator Lobby - Mails	3,831.00	3,831.00	0.00	0.00	3,831.00	100.00	0.00	383.10	
01090	7th Flr Elevator Lobby - Labor	2,470.00	0.00	0.00	0.00	0.00	0.00	2,470.00	0.00	
01091	7th Flr Guest Room Floors - M	92,844.00	92,844.00	0.00	0.00	92,844.00	100.00	0.00	9,284.40	
01092	7th Flr Guest Room Floors - L	58,870.80	58,870.80	0.00	0.00	58,870.80	95.00	2,993.20	5,887.08	
01093	7th Flr Guest Room Walls - M	57,154.00	57,154.00	0.00	0.00	57,154.00	100.00	0.00	5,715.40	
01094	7th Flr Guest Room Walls - L	35,009.40	35,009.40	0.00	0.00	35,009.40	95.00	1,642.60	3,500.64	
01095	8th Flr Elevator Lobby - Mails	3,831.00	3,831.00	0.00	0.00	3,831.00	100.00	0.00	383.10	
01096	8th Flr Elevator Lobby - Labor	2,470.00	0.00	0.00	0.00	0.00	0.00	2,470.00	0.00	
01097	8th Flr Guest Room Floors - M	96,025.00	86,422.50	9,602.50	0.00	96,025.00	100.00	0.00	9,602.50	
01098	8th Flr Guest Room Floors - L	61,915.00	15,478.75	43,340.50	0.00	58,819.25	95.00	3,095.75	5,981.92	
01099	8th Flr Guest Room Walls - M	55,750.50								

Application and Certificate For Payment -- page 6

To Owner: BALFOUR BEATTY CONSTRUCTION Application No: 14 Date: 2/15/2018

From (Contractor): David Allen Company, Inc. Contractor's Job Number: SC510401/17

Project: Hotel at Marion Square Architect's Project No: Period To: 2/28/2018

Work Completed

Item Number	Description	Scheduled Value	Previous Application	This Period	Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
01100	8th Flr Guest Room Walls - L	36,592.00	9,148.00	25,614.40	0.00	34,762.40	95.00	1,829.60	3,476.24	
01101	Rooflop Elevator Lobbies - M	19,089.00	19,089.00	0.00	0.00	19,089.00	100.00	0.00	1,908.90	
01102	Rooflop Elevator Lobbies - L	12,308.00	6,154.00	0.00	0.00	6,154.00	50.00	6,154.00	615.40	
01103	Rooflop Shower - Materials	4,481.00	4,481.00	0.00	0.00	4,481.00	100.00	0.00	448.10	
01104	Rooflop Shower - Labor	2,889.00	2,889.00	0.00	0.00	2,889.00	100.00	0.00	288.90	
01105	Rooflop Bar Floor - Materials	47,049.00	44,696.55	2,352.45	0.00	47,049.00	100.00	0.00	4,704.90	
01106	Rooflop Bar Floor - Labor	30,337.00	0.00	28,620.15	0.00	28,620.15	95.00	1,516.85	2,862.02	
01107	Rooflop Merkrete - Materials	17,380.00	17,380.00	0.00	0.00	17,380.00	100.00	0.00	1,738.00	
01108	Rooflop Merkrete - Labor	40,554.00	40,554.00	0.00	0.00	40,554.00	100.00	0.00	4,055.40	
01109	Pool Deck/Terrace Tile - Matis	100,820.00	100,820.00	0.00	0.00	100,820.00	0.00	0.00	10,082.00	
01110	Pool Deck/Terrace Tile - Labor	65,007.00	61,756.65	0.00	0.00	61,756.65	95.00	3,250.35	6,175.67	
CO 01	Deduct to modify work	✓ -19,085.00	-17,175.50	-1,908.50	0.00	-1,908.50	100.00	0.00	-1,908.55	
CO 02	Zero Change order	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CO 03	Guestroom Mockup Glass	9,283.00	9,283.00	0.00	0.00	9,283.00	100.00	0.00	928.30	
PCO	See PCO Log: 12, 13, 15-19, 21	123,740.00	123,740.00	0.00	0.00	123,740.00	100.00	0.00	12,374.00	
Application Total		3,462,769.00	3,093,244.75	174,177.40	0.00	3,267,422.15	84.36	195,343.65	328,742.22	

Balfour Beatty
Instruction

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 Marlon 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 \$ 156,759.66 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 2/28/2018

(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

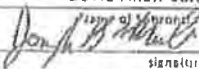
(Describe here or set out in an Attachment "A" which must be identified here and attached, all extras not included in the Release. Failure to describe any extra as excluded shall be a waiver and release of any right to payment for such work.)

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, or Subcontractor in connection with the Work have been paid in full, or upon receipt of the payment described above will be paid in full, all undisputed amounts, and Subcontractor has no knowledge of the filing of any lien, claim of lien, bond claim or contractual claim for payment by any such person or entity with respect to the Project.

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

Given under hand and seal this 15th day of February 20 18David Allen Company, Inc.

(Name of Subcontractor/Vendor)



Signature

By

Joseph B. Martin, VP

(Print or Type the Signer's Name and Title)

STATE OF North CarolinaCOUNTY OF WakeThe foregoing instrument was signed, sealed and acknowledged before me this 15th day of February 20 18, 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

**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 \$ 156,759.66 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 January, 2018, 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 February, 2018.

Signed, sealed and delivered
in the presence of:

Carol E. Reece
Signature
Carol E. Reece
Print Name

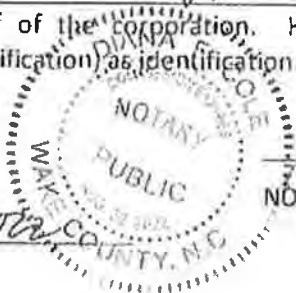
David Allen Company, Inc.
a North Carolina corporation
Joseph B. Martin
Signature
Joseph B. Martin, VP
Print Name & Title

STATE OF North Carolina

COUNTY OF Wake

The foregoing instrument was acknowledged before me this 15th day of February, 2018, by Joseph B. Martin 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

My Commission Expires: 8/30/2022



NOTARY PUBLIC, STATE OF North Carolina

Report Selection Criteria:

Job: SC5104**
 Customer: ALL
 Change Request #: ALL
 CR Status: A,N,P,R,S,T
 Include change request notes? No

With Owner CO? Both
 Owner CO: ALL
 Cost Reimbursable? Yes
 Cost Group: ALL

Origination: 12/31/18
 NTP Submitted: 12/31/18
 NTP Received: 12/31/18
 Quote Submitted: 12/31/18
 Quote Due: 12/31/18
 Quote Approved: 12/31/18

From Date

To Date

Change Request Log Sorted by Change Request Number

David Allen Company, Inc.

CR Number	Description	Origination Date	NTP Submitted	NTP Received	Quote Submitted	Proposal or *R.O.M.	Status	Days Ext.	Quote Due Date	Days Past Due	Date Approved	Approved Amount	Approved Days Ext.	Owner CO No.
Approved Change Requests														
08	Credit for SF-09 Thin Brick Wall at Roof Top Bar	07/03/17			12/13/17	-16,810.00	A		02/14/18			-16,810		
09	SI-48 Add of Shower	07/21/17			12/13/17	14,138.00	A		02/05/18			7,495		
11	Extra Work Ticket - Level off floors in 2nd floor gang restrooms.	07/21/17			07/21/17	8,266.00	T		02/05/18			8,266		
12	6th Floor Terrace Sloping	11/16/17					A		01/02/17			12,240		
13	6th Floor Terrace Sloping	11/16/17					A		01/02/17			20,790		
14	Flat Door Openings on 6th Floor West Side Terrace - Should be #15	07/21/17			07/21/17	2,999.00	T		02/13/18			1,700		
15	3rd Floor Terrace sloping - Should be #14	11/16/17					A		01/02/17			2,835		
16	Prep work at 9th floor roof terrace	11/16/17					A		01/02/17			10,200		
17	Mud bed at Last 2 9th floor locations	11/16/17					A		01/02/17			5,525		
18	Mud bed north side of pool deck	11/16/17					A		01/02/17			25,925		
19	Finish mud bed 80% southside of pool deck	11/16/17					A		01/02/17			22,100		
20	Extra Work Ticket - Self Level & Raise 1st Floor Public Restroom	07/21/17			07/21/17	2,708.00	T		02/13/18			2,708		
21	Sloping 9th floor pool and cabana	11/16/17					A		01/02/17			15,725		
26	Creating Proper Slope on 3rd Floor Commons Area	11/27/17					A		11/03/17			11,475		
27	6th Floor Terrace West Floor Prep	11/30/17					A		11/30/17			25,245		
28	Remove Toe Rests and rework niche	12/28/17					A		12/28/17			41,934		
29	Patisserie-GMP to SI - 54	12/28/17					A		12/28/17					
30	EWO - Floor Prep 1st Floor Lobby	01/12/18					T		01/12/18			6,120		
31	EWO - Floor Prep at Camellia's	01/31/18					T		01/31/18			3,513		
32	EWO - Floor Prep at Front Entry	01/31/18					T		01/31/18			1,410		
29.1	1st Floor Service Station - GMP to SI - 54	12/28/17					A		12/28/17			984		
29.2	Elevator Lobbies 1 thru 8th - GMP to SI - 54	12/28/17					A		12/28/17			1,963		
29.3	Lobby & Bar - GMP to SI - 54	12/28/17					A		12/28/17			-1,261		

David Allen Company, Inc.
Change Request Log Sorted by Change Request Number
 Job: SC510401 Hotel at Marion Square Customer: BALFOUR BEATTY CONSTRUCTION

Current Contract Status -- Through Issued C.O. Number: IHCO 01A			
Original Contract:	3,348,828.00	Approved Changes:	302,052.00
Executed Changes:	-54,182.00	Rejected Changes:	44,409.00
Executed Contract:	3,294,646.00		0.00

CR Number	Description	Origination Date	NTP Submitted	NTP Received	Quote Submitted	Proposal or *R.O.M.	Status	Proposed Days Ext.	Quote Due Date	Days Past Due	Date Approved	Approved Amount	Approved Days Ext.	Owner CO No.
29.4	Entry/Foyer (1st and 2nd) - GMP to SI - 54	12/28/17					A				12/28/17	6,485		
29.5	Spa Retail - GMP to SI - 54	12/28/17					A				12/28/17	-993		
29.6	SPA GMP to SI - 54	12/28/17					A				12/28/17	3,229		
29.7	6th Floor Conclerge - GMP to SI - 54	12/28/17					A				12/28/17	15,863		
29.8	Public Elevator Floors (Cabs 1 thru 5) - GMP to SI - 54	12/28/17					A				12/28/17	5,868		
29.9	9th Floor Pool Deck - GMP to SI - 54	12/28/17					A				12/28/17	5,078		
29.10	9th Floor Bar - GMP to SI - 54	12/28/17					A				12/28/17	7,486		
29.11	Guestrooms - GMP to SI - 54	12/28/17					A				12/28/17	52,520		
29.13	Camellia's Lounge GMP to SI 54 - Stone	01/31/18					A				01/31/18	-3,566		
Approved Change Requests Total:												11,301.00	302,052	
Approved CO's that do not have any CR detail:												0		
Approved Changes Total:												302,052		
Proposed Change Requests														
04	Mud at 221B and 222B	04/27/16			12/13/17	565.00	P							
22	Supplemental Instructions - 37 Credit	08/22/17			12/13/17	-2,430.00	P							
24	ADA Guestroom Bath Drainage Tile Cut	08/22/17			12/13/17	3,511.00	P							
25	Supplemental Instructions - 41 Marble Sills Credit & Countertop Add	08/22/17			12/13/17	-14,314.00	P							
29.12	Camellia's Lounge Countertops	01/18/18			01/18/18	11,855.00	P							
Proposed Change Requests Total:												-813.00		

Executed CO's that do not have any CR detail:

-55,002

Executed Changes Total:

-55,002

End of Report



Att: Int A

DAVID ALLEN COMPANY

Change Order Log

Job Name:	The Hotel at Marlon Square
Job Number:	SCS-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 (\$)	No Cost Incurred/Pending CO	CO Status
\$3,348,828		Original Contract:			\$3,348,828					
\$9,283	1	Add Trend Glass at QQ Guest Room		12/22/15	307,127					Rejected
	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 2218 and 2228		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 Impact 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	-15,810					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	24,148			\$24,148		Complete / Pending
	13	Creating Proper Slope on Individual Planes on 6th Floor Terrace		7/21/17	5,303			\$5,303		Complete / Pending
	14	Extra Work Ticket - Surface Prep & Providing Proper Slope on 3rd Floor		7/21/17	2,999			\$2,999		Complete / Pending
	15	Flat Door Openings on 6th Floor West Side Terrace		7/21/17	14,388			\$14,388		Complete / Pending
	16	Prep Work on 9th Floor Roof Terrace		7/21/17	8,469			\$8,469		Complete / Pending
	17	Finish Mud Bed on Last two 9th Floor Cabanas		7/21/17	37,244			\$37,244		Complete / Pending
	18	Finish Mud Bed on North Side of Pool Deck 9th Floor		7/21/17	32,401			\$32,401		Complete / Pending
	19	Finish Mud Bed for 80% South Side of Pool Deck 9th Floor		7/21/17	2,708			\$2,708		Complete / Pending
	20	Extra Work Ticket - Self Level & Raise 1st Floor Public Restroom		7/24/17	22,856			\$22,856		Complete / Pending
\$0	21	Extra Work Ticket - Sloping on 9th Floor Pool & Cabana		4/20/16	0	\$0				Approved
	22	Revised Schedule (4/11/16)		8/22/17	-2,430				\$2,430	Submitted/Pending
\$0	23	Supplemental Instructions - 37 Credit		8/22/17		\$0				Submitted/Pending
	24	Model Room Revisions 8 - Changes [in Progress]		8/22/17						Submitted/Pending
	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	

TILE • MARBLE • TERRAZZO • UNDERLAYMENT

www.davidallen.com

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared: 2/15/2018

PRIME SUB'S NAME	David Allen Company, INC.
Attachment for Pay Req #:	14
for Month Ending:	12/31/2018

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:
CONCRETE TIER 123 Example Dr. Somewhere, NC 27607 919.554.1234	yes - PIT	NO	N/A		YES	\$12,123.00	4/27/2010	3/31/2010	PARTIAL	thru March 2010
Ceramic Technics	No				YES	\$627,414.15	1/13/2018	12/31/2017	PARTIAL	
Dallia	No				YES	\$116,908.97	2/12/2018	12/31/2017	PARTIAL	
Marble Systems, Inc.	No				YES	\$7,839.93	1/22/2018			
Marmi Natural Stone, LLC	No				YES	\$20,233.51	12/21/2017	12/31/2017	PARTIAL	
Emser Tile	No				YES	\$59,838.65	6/9/2017	12/31/2017	PARTIAL	
Palmetto Tile	No				YES	\$22,718.06	1/28/2018	12/31/2017	PARTIAL	
D & S Flooring Corp.	No				YES	\$6,048.00	4/4/2017	12/31/2017	PARTIAL	
MVP Granite	Yes				YES	\$13,443.58	2/13/2018	12/31/2017	PARTIAL	
Pride Construction	No				YES	\$186,335.84	1/30/2018	12/31/2017	PARTIAL	
Jeff Salbert	No				YES	\$27,013.70	11/30/2017	11/30/2017	PARTIAL	
Vicella Tile LLC	No				YES	\$653,832.15	2/13/2018	11/30/2017	PARTIAL	
Dura-Flex Inc.	No				YES	\$14,775.77	10/20/2017	12/31/2017	PARTIAL	
Triangle Epoxy Floors LLC	No				YES	\$13,000.00	10/24/2017	11/30/2017	PARTIAL	

Pay Application Thru:

Hotel at Marion Square - Subcontractor Pay Application Checklist

Balfour Beatty

Item Description	Submitted	Reviewed	Completed
Application for Payment Documentation	2/15/2018		
Request for Payment / Payment Application standard BBC form - all subcontractors must use	2/15/2018		
Schedule of Values (SOV) - matches AIA G703	2/15/2018		
Conditional Waiver and Release on Progress Payment	2/15/2018		
Subguard Sub-Tier / Supplier Releases - form submitted by subcontractor that tells us who needs to be joint checked	N/A		
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	2/15/2018		
If applicable, subcontractor change request log (for purposes of verifying with the project cost event logs)	N/A		

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

DEFENDANT LIBRARY ASSOCIATES, LLC

TRIAL EXHIBIT #4

Part 1 of 2

Marion Sq Pay App #39



APPLICANT 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

CONTRACTOR Balfour Beatty Construction, LLC
1930 Camden Rd
Charlotte, NC 28203

ARCHITECT WINFORD LINDSAY ARCHITECT
344 West Pike Street
Lawrenceville, GA 30046
770-407-5796

CONTRACT THE HOTEL AT MARION SQUARE
(Project #13026000)

APPLICATION PERIOD FROM 06/01/2018
PERIOD TO 06/30/2018

DISTRIBUTION TO:
☒ OWNER
☒ CONTRACTOR
☒ ARCHITECT
☐ ENGINEERS

VENDOR #:
ARCHITECT'S
PROJECT NO

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

CONTRACTOR'S APPLICATION FOR PAYMENT

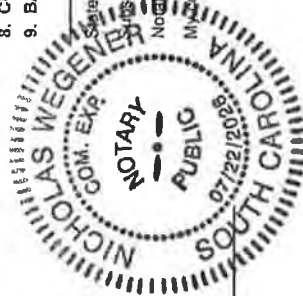
CHANGE ORDER SUMMARY		DEDUCTIONS	
Change Orders approved in previous months by Owner		TOTAL \$ 5,086,255.34	
Approved this Month			
No.	Date Approved		
14		\$ 60,007.36	
TOTALS \$		60,007.36	\$ 5,146,262.70

Net change by Change Order: \$

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: Balfour Beatty Construction, LLC.

By: Alan Doley Date: 7/10/18



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 2,203,493.42
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT: WINFORD LINDSAY ARCHITECT

By: Winford Lindsay Date: 7.18.19

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

CONTINUATION SHEET

FOR PAYMENT

Contractor's signature and seal
Contractor's name and address
Contractor's telephone and fax numbers
Contractor's email address
Contractor's date of completion
Contractor's date of payment
Contractor's date of receipt
Contractor's date of release
Contractor's date of return
Contractor's date of transfer
Contractor's date of assignment
Contractor's date of subordination
Contractor's date of mortgage
Contractor's date of deed
Contractor's date of lease
Contractor's date of license
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Contractor's date of certificate
Contractor's date of approval
Contractor's date of inspection
Contractor's date of testing
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Contractor's date of awareness
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Contractor's date of perception
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Contractor's date of cognition
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Contractor's date of comprehension
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Contractor's date of insight
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Contractor's date of intuition
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Contractor's date of instinct
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Contractor's date of impulse
Contractor's date of non-impulse
Contractor's date of desire
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Contractor's date of passion
Contractor's date of non-passion
Contractor's date of emotion
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Contractor's date of thought
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Contractor's date of wisdom
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Contractor's date of knowledge
Contractor's date of non-knowledge
Contractor's date of understanding
Contractor's date of non-understanding
Contractor's date of awareness
Contractor's date of non-awareness
Contractor's date of perception
Contractor's date of non-perception
Contractor's date of cognition
Contractor's date of non-cognition
Contractor's date of comprehension
Contractor's date of non-comprehension
Contractor's date of insight
Contractor's date of non-insight
Contractor's date of intuition
Contractor's date of non-intuition
Contractor's date of instinct
Contractor's date of non-instinct
Contractor's date of impulse
Contractor's date of non-impulse
Contractor's date of desire
Contractor's date of non-desire
Contractor's date of passion
Contractor's date of non-passion

LINE	ITEM	WORK DESCRIPTION	C					D	E	F	G	H	I	J
			ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION							
1	0001	GENERAL CONDITIONS (1st month)	3,218,956.50		14,694.00	3,233,650.50	3,233,650.50		5,864.00		3,231,599.50	100.0%		18,591.50
2	0002	GENERAL												
3	0003	STAGING AND LOGISTICS	827,571.00		827,571.00	827,571.00	827,571.00				816,241.18	98.4%	4,849.84	40,811.21
4	0004	GENERAL TRUCKS	875,831.00		875,831.00	875,831.00	875,831.00		22,800.00		353,555.79	40.3%	499,077.21	37,626.58
5	0005	WTE	1,162,454.00		1,162,454.00	1,162,454.00	1,162,454.00							
6	0006	WTE	717,210.00		717,210.00	717,210.00	717,210.00							
7	0007	WTE	1,162,454.00		1,162,454.00	1,162,454.00	1,162,454.00							
8	0008	WTE	717,210.00		717,210.00	717,210.00	717,210.00							
9	0009	WTE	1,162,454.00		1,162,454.00	1,162,454.00	1,162,454.00							
10	0010	WTE	717,210.00		717,210.00	717,210.00	717,210.00							
11	0011	WTE	1,162,454.00		1,162,454.00	1,162,454.00	1,162,454.00							
12	0012	WTE	717,210.00		717,210.00	717,210.00	717,210.00							
13	0013	WTE	1,162,454.00		1,162,454.00	1,162,454.00	1,162,454.00							
14	0014	WTE	717,210.00		717,210.00	717,210.00	717,210.00							
15	0015	WTE	1,162,454.00		1,162,454.00	1,162,454.00	1,162,454.00							
16	0016	WTE	717,210.00		717,210.00	717,210.00	717,210.00							
17	0017	WTE	1,162,454.00		1,162,454.00	1,162,454.00	1,162,454.00							
18	0018	WTE	717,210.00		717,210.00	717,210.00	717,210.00							
19	0019	WTE	1,162,454.00		1,162,454.00	1,162,454.00	1,162,454.00							
20	0020	WTE	717,210.00		717,210.00	717,210.00	717,210.00							
21	0021	WTE	1,162,454.00		1,162,454.00	1,162,454.00	1,162,454.00							
22	0022	WTE	717,210.00		717,210.00	717,210.00	717,210.00							
23	0023	WTE	1,162,454.00		1,162,454.00	1,162,454.00	1,162,454.00							
24	0024	WTE	717,210.00		717,210.00	717,210.00	717,210.00							
25	0025	WTE	1,162,454.00		1,162,454.00	1,162,454.00	1,162,454.00							
26	0026	WTE	717,210.00		717,210.00	717,210.00	717,210.00							
27	0027	WTE	1,162,454.00		1,162,454.00	1,162,454.00	1,162,454.00							
28	0028	WTE	717,210.00		717,210.00	717,210.00	717,210.00							
29	0029	WTE	1,162,454.00		1,162,454.00	1,162,454.00	1,162,454.00							
30	0030	WTE	717,210.00		717,210.00	717,210.00	717,210.00							
31	0031	WTE	1,162,454.00		1,162,454.00	1,162,454.00	1,162,454.00							
32	0032	WTE	717,210.00		717,210.00	717,210.00	717,210.00							
33	0033	WTE	1,162,454.00		1,162,454.00	1,162,454.00	1,162,454.00							
34	0034	WTE	717,210.00		717,210.00	717,210.00	717,210.00							
35	0035	WTE	1,162,454.00		1,162,454.00	1,162,454.00	1,162,454.00							
36	0036	WTE	717,210.00		717,210.00	717,210.00	717,210.00							
37	0037	WTE	1,162,454.00		1,162,454.00	1,162,454.00	1,162,454.00							
38	0038	WTE	717,210.00		717,210.00	717,210.00	717,210.00							
39	0039	WTE	1,162,454.00		1,162,454.00	1,162,454.00	1,162,454.00							
40	0040	WTE	717,210.00		717,210.00	717,210.00	717,210.00							
41	0041	WTE	1,162,454.00		1,162,454.00	1,162,454.00	1,162,454.00							
42	0042	WTE	717,210.00		717,210.00	717,210.00	717,210.00							
43	0043	WTE	1,162,454.00		1,162,454.00	1,162,454.00	1,162,454.00							
44	0044	WTE	717,210.00		717,210.00	717,210.00	717,210.00							
45	0045	WTE	1,162,454.00		1,162,454.00	1,162,454.00	1,162,454.00							
46	0046	WTE	717,210.00		717,210.00	717,210.00	717,210.00							
47	0047	WTE	1,162,454.00		1,162,454.00	1,162,454.00	1,162,454.00							
48	0048	WTE	717,210.00		717,210.00	717,210.00	717,210.00							
49	0049	WTE	1,162,454.00		1,162,454.00	1,162,454.00	1,162,454.00							
50	0050	WTE	717,210.00		717,210.00	717,210.00	717,210.00							
51	0051	WTE	1,162,454.00		1,162,454.00	1,162,454.00	1,162,454.00							
52	0052	WTE	717,210.00		717,210.00	717,210.00	717,210.00							
53	0053	WTE	1,162,454.00		1,162,454.00	1,162,454.00	1,162,454.00							
54	0054	WTE	717,210.00		717,210.00	717,210.00	717,210.00							
55	0055	WTE	1,162,454.00		1,162,454.00	1,162,454.00	1,162,454.00							
56	0056	WTE	717,210.00		717,210.00	717,210.00	717,210.00							
57	0057	WTE	1,162,454.00		1,162,454.00	1,162,454.00	1,162,454.00							
58	0058	WTE	717,210.00		717,210.00	717,210.00	717,210.00							
59	0059	WTE	1,162,454.00		1,162,454.00	1,162,454.00	1,162,454.00							
60	0060	WTE	717,210.00		717,210.00	717,210.00	717,210.00							
61	0061	WTE	1,162,454.00		1,162,454.00	1,162,454.00	1,162,454.00							
62	0062	WTE	717,210.00		717,210.00	717,210.00	717,210.00							
63	0063	WTE	1,162,454.00		1,162,454.00	1,162,454.00	1,162,454.00							
64	0064	WTE	717,210.00		717,210.00	717,210.00	717,210.00							
65	0065	WTE	1,162,454.00		1,162,454.00	1,162,454.00	1,162,454.00							
66	0066	WTE	717,210.00		717,210.00	717,210.00	717,210.00							
67	0067	WTE	1,162,454.00		1,162,454.00	1,162,454.00	1,162,454.00							
68	0068	WTE	717,210.00		717,210.00	717,210.00	717,210.00							
69	0069	WTE	1,162,454.00		1,162,454.00	1,162,454.00	1,162,454.00							
70	0070	WTE	717,210.00		717,210.00	717,210.00	717,210.00							
71	0071	WTE	1,162,454.00		1,162,454.00	1,162,454.00	1,162,454.00							
72	0072	WTE	717,210.00		717,210.00	717,210.00	717,210.00							
73	0073	WTE	1,162,454.00		1,162,454.00	1,162,454.00	1,162,454.00							
74	0074	WTE	717,210.00		717,210.00	717,210.00	717,210.00							
75	0075	WTE	1,162,454.00		1,162,454.00	1,162,454.00	1,162,454.00							
76	0076	WTE	717,210.00		717,210.00	717,210.00	717,210.00							
77	0077	WTE	1,162,454.00		1,162,454.00	1,162,454.00	1,162,454.00							
78	0078	WTE	717,210.00		717,210.00	717,210.00	717,210.00							
79	0079	WTE	1,162,454.00		1,162,454.00	1,162,454.00	1,162,454.00							
80	0080	WTE	717,210.00		717,210.00	717,210.00	717,210.00							
81	0081	WTE	1,162,454.00		1,162,454.00	1,162,454.00	1,162,454.00							
82	0082	WTE	717,210.00		717,210.00	717,210.00	717,210.00							
83	0083	WTE	1,162,454.00		1,162,454.00	1,162,454.00	1,162,454.00							
84	0084	WTE	717,210.00		717,210.00	717,210.00	717,210.00							
85	0085	WTE	1,162,454.00		1,162,454.00	1,162,454.00	1,162,454.00							
86	0086	WTE	717,210.00		717,210.00	717,210.00	717,210.00							
87	0087	WTE	1,162,454.00		1,162,454.00	1,162,454.00	1,162,454.00							
88	0088	WTE	717,210.00		717,210.00	717,210.00	717,210.00							
89	0089	WTE	1,162,454.00		1,162,454.00	1,162,454.00	1,162,454.00							
90	0090	WTE	717,210.00		717,210.00	717,210.00	717,210.00							
91	0091	WTE	1,162,454.00		1,162,454.00	1,162,454.00	1,162,454.00							
92	0092	WTE	717,210.00		717,210.00	717,210.00	717,210.00							
93	0093	WTE	1,162,454.00		1,162,454.00	1,162,454.00	1,162,454.00							
94	009													

CONTINUATION SHEET

FOR PAYMENT

Application and Cert
including Contractor's signed o
in statements below amounts are
Use Column I on Contracts where variable schedule for line items may apply

ECT # 13028000

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

CONTINUATION - 703

APPLICATION NUMBER
PERIOD FROM
PERIOD TO

06/01/2018

LINE	WORK DESCRIPTION	C COMMITMENT VALUES			D FROM PREVIOUS APPLICATION	E WORK COMPLETE THIS PERIOD	F STORED MATERIALS	G TOTAL COMPLETE AND STORED TO DATE (D + E)	H % COMPLETE (G/C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
		ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS							
05	CONSTRUCTION CONTINGENCY (2.25%)	1,900,000.00	-	(14,452.40)	743,948.55	-	-	743,948.55	71.1%	302,392.05	74,304.50
06	SPECIALTY SPACE SUPERVISION - NEW	135,000.00	-	-	100,000.00	-	-	100,000.00	0.0%	100,000.00	-
07	GENERAL LIABILITY INSURANCE (1%)	200,000.00	20,375.49	-	648,007.74	588.75	-	648,056.49	100.0%	-	-
08	PROPERTY DAMAGE INSURANCE (1%)	972,110.00	40,305.73	-	735,777.70	707.83	-	736,485.53	100.0%	-	-
	TOTAL	3,074,090.00	60,681.22	(14,452.40)	1,479,731.99	1,171.13	1,256.00	1,480,983.12	84.1%	2,711,558.01	3,600,478.53
09	FEE (2.5%)	1,481,002.00	124,918.18	-	1,479,334.63	11,714.33	-	1,491,048.96	94.2%	91,764.82	149,550.24
	TOTAL CONSTRUCTION COST	4,555,092.00	185,600.40	(14,452.40)	2,959,066.62	12,885.46	1,256.00	2,972,168.08	84.1%	2,803,322.83	3,750,028.77
10	PRECONSTRUCTION FEE	68,774.00	-	-	68,774.00	-	-	68,774.00	100.0%	-	-
	TOTAL COST WITH PRECON	4,623,866.00	185,600.40	(14,452.40)	3,027,840.62	12,885.46	1,256.00	3,039,976.08	84.1%	2,803,322.83	3,750,028.77
06	BUYOUT REDUCTION CONTRIBUTION	(150,000.00)	-	-	(150,000.00)	-	-	(150,000.00)	0.0%	(150,000.00)	-
	GRAND TOTAL	4,473,866.00	185,600.40	(14,452.40)	2,877,840.62	12,885.46	1,256.00	2,890,976.08	84.1%	2,653,322.83	3,750,028.77

Contractor's Conditional Partial Waiver and Release of Lien (Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That Balfour Beatty Construction, LLC (the "Lienor") for and in consideration of the payment of the sum of \$2,203,493.42 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, 181, 182, 183, 184, 185, 186, 187, 188, 189R1, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 228, 229, 230, 231, 232, 233, 234, 236, and 238, 240, 241, and 242 as well as Open and/or Pending Change Orders as identified on the attached Exhibit "XX" HMS Master Request for Change Order Log dated June 26, 2018.

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 June 2018, excluding the items identified herein above, if any.

The current Contract Sum is: \$ 64,491,009.70

The cumulative amount paid to Contractor to date is: \$ 54,096,506.80

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 10th day of July, 2018.

Signed, sealed and delivered
in the presence of:

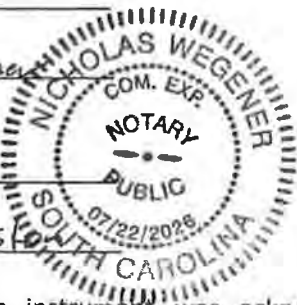
Signature

Nicholas Wegener

Print Name

STATE OF SC

COUNTY OF Charles



Balfour Beatty Construction, LLC

a Delaware limited liability company

Alec Dooley

Signature

ALEC DOOLEY ASSISTANT PROJECT MANAGER

Print Name & Title

The foregoing instrument was acknowledged before me this 10th day of July, 2018, by Dooley, Alec of Balfour Beatty Construction a Delaware limited liability company, on behalf of the company. He/she is personally known to me or has produced OH DL (type of identification) as identification.

NOTARY PUBLIC, STATE OF SC

My Commission Expires: 07/22/2026

Stored Materials Inventory

Form #4b

BORROWER:	Library and Associates, LLC	DATE:	6/28/2018
PROJECT NAME:	The Hotel at Marion Square	DRAW #	38
GENERAL CONTRACTOR	Balfour Beatty Construction, LLC	PERIOD ENDING DATE:	6/30/2018

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	\$0.00	\$11,250.00	\$0.00	\$11,250.00	\$1,125.00
	Electrical	N. Charleston, SC	Watson Elect	\$62,537.00	\$0.00	\$0.00	\$62,537.00	\$6,253.70
	Millwork (Guestrooms)	Ladson, SC	Low Country	\$9,245.00	\$0.00	\$9,245.00	\$0.00	\$0.00
	Millwork (L1, L2, L9)	Ladson, SC	Low Country	\$15,471.00	\$0.00	\$15,471.00	\$0.00	\$0.00
	Hard Tile	Lexington, SC	David Allen	\$9,652.41	\$0.00	\$0.00	\$9,652.41	\$965.24
	Kitchen Equipment	Winston Salem, NC	Trimark	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Windows	York, PA	1 st Choice Glass	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	HVAC / Plumbing	Florence, SC	BMCC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Smoke Guards	Pineville, NC	Maxson	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Artistic	Charlotte, NC	Superior Stone	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Landscape	Mt. Pleasant, SC	Pleasant Places	\$2,833.00	\$0.00	\$2,833.00	\$0.00	\$0.00
	Flooring	Charleston, SC	Flooring Services	\$32,469.67	\$0.00	\$32,469.67	\$0.00	\$0.00
	TOTALS			\$209,558.08	\$11,250.00	\$60,018.67	\$160,789.41	\$20,955.81

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	Schedule Extension Granted in RCO 027. BBC to resubmit cost impact.
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 – BBC to submit request for time extension.
7. Level 6 Structure Delay	Submitted - Architect response received, mediation held 5/30/17.
a. Amendment submitted including L8 and L9	Submitted amended claim on 5/26/17 and response to arch on 12/22/17.
8. Hurricane Matthew Delay	Submitted – No response received
9. Hurricane Matthew Emergency Prep Cost Notice	No time extension granted. BBC to submit cost impact.
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	Notice submitted, BBC to reconcile impact
15. Notification of Delay and Cost Impact – Millwork	Notice submitted on 6/27/17. BBC to reconcile impact
16. Notification of Delay and Cost Impact – Hurricane Irma	Multiple Delay, BBC reconciling impact as scope is clarified.
17. Notice of Delay – South Patio	Notice and Claim submitted, remains open.
18. Notice of Delay – Wood Flooring Selection	Notice Submitted, owner Redesigned Patio
19. Notice of Delay and Cost Impact – Rooftop Cabanas	Pending Submission. BBC to reconcile impact.
20. Construction Change Directive 002	Notice Submitted, Owner Redesigned Casework, BBC to reconcile impact.
21. Construction Change Directive 003	Pending Submission. BBC to reconcile impact.
22. Construction Change Directive 004	Pending Submission. BBC to reconcile impact.
23. Construction Change Directive 005	Pending Submission. BBC to reconcile impact.
24. Construction Change Directive 006	Pending Submission. BBC to reconcile impact.
25. Construction Change Directive 007	Pending Submission. BBC to reconcile impact.
26. Construction Change Directive 008	Pending Submission. BBC to reconcile impact.

The Hotel at Marion Square
Owner Delay Log
Project No.: 13026000

Balfour Beatty
Construction

- 27. Construction Change Directive 009
- 28. Construction Change Directive 010
- 29. Construction Change Directive 011
- 30. Construction Change Directive 012
- 31. Construction Change Directive 013
- 32. Construction Change Directive 014
- 33. Construction Change Directive 016
- 34. Construction Change Directive 017
- 35. Construction Change Directive 018
- 36. Construction Change Directive 019
- 37. Construction Change Directive 020
- 38. Construction Change Directive 021
- 39. Construction Change Directive 022
- 40. Construction Change Directive 023

- Pending Submission. BBC to reconcile impact.
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The Hotel at Marion Square
Owner Delay Log
Project No.: 13026000

Exhibit XX The Hotel at Marion Square - Balfour Beatty Construction Master Request for Change Order Log											6/26/2018
RCO	Revision	Description	Date of First Submission	Date of Most Recent Submission	Pending	Submitted	Approved	Rejected	Days	Executed Date	DCO
1	1	Rebar at PT Slab to Capping Beam Connection					\$ 5,291.99				
2	2	Increased Bracing Size and cap beam						\$ 11,595.00			
3	2	Bussport Pricing									
4	1	Added Piles and Pile Cap Column 1-23					\$ 21,647.07				
5	1	PFE Warehousing Scope Addition					\$ 9,289.94				
6	1	Succo Limestone Finish Upgrade					\$ 106,944.20				
7	1	Bentomille Geosellie Waterproofing Foundation Shop Drawings					\$ 154,383.76				
8	1	Chester Horizon Gutter System					\$ 12,288.10				
9	1	Chester Horizon Gutter System					\$ 23,066.40				
10	1	Kitchen Equipment Scope Addition					\$ 1,092,612.25				
11	1	Epoxy Flooring in Lieu of Quarry Tile					\$ 120,010.09				
12	1	Change size of Switchboard LSP from 1600A to 2000A					\$ 20,436.27				
13	1	Factory Pinned Guestroom Entrance Doors					\$ 9,314.63				
14	1	Revise LV Point of Entry per Actual Services Provided - Void									
15	2	Revise structural drawings to delete 4 columns in the ballroom					\$ 4,947.25				
16	2	Added Concrete and Rebar at Capping Beam Penetrations					\$ 5,826.46				
17	1	Finish Hardware Questions Response to RFI 0083						\$ 32,470.05			
18	1	Sheet Pile Joint Waterproofing Detail					\$ 7,496.58				
19	1	Shower Door Revisions from Submittal Response									
20	1	Shower Door Handle Revision					\$ 50,698.89				
21	1	MOD 1 Underground Plumbing					\$ 62,069.57				
22	1	Tube Mullion Change									
23	1	Graham Window					\$ 183,519.38	\$ 32,030.84			
24	1	Mockup Graham Windows					\$ 3,573.00				
25	1	Added Millwork Trim Per Model Room Revision Set Dated 2015-10-16,					\$ 4,064.63	\$ 14,936.55			
26	1	Millwork TV Cabinets, Deleting Trim					\$ 3,717.21				
27	1	Added Barn Door at King Guestroom Mockup									
28	1	1,100 year storm delay (20 days)			\$ 119,000.00						
29	1	Pool Tile Edge LDO paver Edge					\$ 2,995.72				
30	1	Guest Room Closet Light Fixtures						\$ 43,753.52			
31	1	Adding Glass Mosaic Tile to All Queen Guestbaths						\$ 372,014.22			
32	1	Mockup Glass Tile Mosaic					\$ 9,732.97				
33	1	Mockup at Pile Caps					\$ 23,983.36				
34	1	Drawing Modification					\$ 4,704.65				
35	1	October, November, and December 2015 Rain Days - Rejected									
36	1	Elevator 1-4 Entrance Finish Revision					\$ 145,423.14				
37	1	Watson MOD 1 Drawing Revisions					\$ 131,965.00				
38	1	Cook and Boardman MOD 1 Drawing Revisions						\$ 352.14			
39	1	Model Room Barn Door Installation					\$ 1,383.99				
40	1	Utility Design Changes					\$ 61,424.59				
41	1	54" Steel Casing Revision					\$ 6,002.17				
42	1	100 Year Storm Repair Cost						\$ 174,089.00			
43	1	Manager's Suite Stair						\$ 42,725.00			
44	1	VOID									
45	1	Added valves and access panels for gas line to lanterns						\$ 6,815.00			
46	1	MOD 1 Drywall Revisions					\$ 19,540.37				
47	1	Mechanical Airway Waterproofing						\$ 345.04			
48	1	Cap Beam Core Drilling Penetration					\$ 5,241.40				
49	1	Watson MOD 2 and MOD 4 Drawing Revisions					\$ 74,419.55				
50	1	Merit Painting MOD 1 Drawing Revisions									
51	1	Engineering for Acrylic Pool Cover				\$ 9,413.56					
52	1	Acrylic Pool Cover					\$ 8,020.82				
53	1	MOD 1 Interior Glazing revisions					\$ 81,099.35				
54	1	Drum Allowance Reconciliation					\$ 2,046.76				
55	1	GMP Allowance Reduction					\$ 122,490.00	\$ (200,000.00)			
56	1	Supplemental Instructions #27 - Slab Fold					\$ 10,311.14				
57	1	Manufacturer's 20 Year Watertight Warranty on Copper Roof									
58	1	Merit Painting MOD 2 Drawing Revisions						\$ 27,108.02			
59	1	MOD 1 Drywall Only Revisions									
60	1	MOD 1 Plumbing and HVAC Revisions - VOID									
61	1	REMOVED - MOD 1-3 Submitted together									
62	1	MOD 4 Revisions (Drywall)					\$ 26,747.00				

Supp. R. 2737

125	R1	Spa Case and Millwork Revisions	6/1/2017	8/11/2017			\$ 46,918.00			8/31/2017	8
126		MOD 2 - Glass Revisions	6/2/2017	6/2/2017			\$ 6,994.00			11/30/2017	8
127		Supplemental Instruction 23	6/3/2017	9/21/2017			\$ 61,150.00			9/21/2017	8
128		SI 39 - Guestroom C3 Light Fixtures	6/5/2017	6/5/2017			\$ 3,297.00			7/13/2017	7
129		RFI 0927 - Ballroom Vaulted Ceiling MEP Chaise	6/6/2017	6/6/2017			\$ 3,864.67			1/25/2018	9
130		Managers Apartment Revisions					\$ 3,446.00				
131		Supplemental Instruction 44	6/9/2017	6/9/2017			\$ 19,733.00				
132		SI 39 - Lobby	6/14/2017	6/14/2017			\$ 8,101.00				
133		Revised Pocket Door Hardware	6/15/2017	6/15/2017			\$ 2,146.09			7/13/2017	7
134		RFI 0974 Guestroom 315 and 415 Soffit Height	6/16/2017	6/16/2017		\$ 2,233.25					
135	R1	SI 39 - Stair 4	6/27/2017	6/27/2017			\$ 21,136.75			8/2/2017	8
136		SI 39 - Reception	6/20/2017	6/20/2017			\$ 1,932.00				
137		MOD 2 and 4 Ductwork Revisions	6/22/2017	6/22/2017			\$ 36,510.00			9/21/2017	8
138	R1	Supplemental Instruction 32	6/26/2017	10/17/2017			\$ 71,152.63			10/19/2017	8
139		RFI 0951 - ADA Control Valve Location	6/26/2017	6/26/2017			\$ 3,315.16			7/13/2017	7
140		Common Area Plumbing Fixture (Balance)	1/8/2018	1/8/2018			\$ 48,106.34			5/10/2018	12
141	R1	SI 46 Millwork Revisions	8/10/2017	9/13/2017			\$ 2,915.00				
142		Hotel Millwork Revisions	6/28/2017	6/28/2017			\$ 212,932.00			8/1/2017	8
143		Change in Door Frame at Patisserie	6/28/2017	6/28/2017			\$ 629.30			1/25/2018	9
144		Add Low Voltage Sleeves on Floors 1 and 2	6/29/2017	6/29/2017			\$ 4,190.00			3/8/2017	10
145		Domestic Hot Water Riser Offsets	6/30/2017	6/30/2017			\$ 16,976.00			8/31/2017	8
146	R3	MOD 8 Drawing Revisions	7/10/2017	10/31/2017			\$ 32,767.00			11/30/2017	9
147		RFI 0682 and 1006 Added Condensate Pumps	7/17/2017	7/17/2017			\$ 4,756.00			8/31/2017	8
148		SI 39 - Boardroom and Vestibule	7/20/2017	7/20/2017			\$ 1,752.00				
149	R2	SI 40R1	7/11/2017	8/1/2017			\$ 71,341.33			8/21/2017	8
150		Delete Car Lift for Storm Pump	7/14/2017	7/14/2017			\$ 7,558.00			10/19/2017	8
151	R1	RFI 0968 Plumbing Drain Pan	7/14/2017	1/23/2018			\$ 2,178.73			3/8/2018	10
152		RFI 0936 - Entry Foyer Grill Type	7/20/2017	7/20/2017			\$ 1,082.85				
153		Guestroom Tub Accessory Reconciliation	8/10/2017	8/10/2017			\$ 14,478.00			8/31/2017	8
154		Louver Credit to RCO 073	7/29/2017	7/29/2017			\$ 1,081.00			8/31/2017	8
155		Break Metal Window Panels at Foyer	7/31/2017	7/31/2017			\$ 250,000.00				
156		SI-01 Allowance									
157	R1	RFI 1063 - Operable Wall Soffit	8/9/2017	10/2/2017			\$ 6,552.96			10/17/2017	8
158		RFI 0922 Add Bulkhead in 435	8/14/2017	8/14/2017			\$ 1,021.00			1/25/2018	9
159		FFE Expanded Scope	8/21/2017	8/21/2017		\$ 242,633.00					
160	R1	SI 54 Managers Apartment Ceilings	8/23/2017	11/7/2017			\$ 5,352.13			11/30/2017	9
161		Offsite Mock Up Drywall and Plumbing Reconciliation	8/26/2017	8/26/2017		\$ 12,376.00					
162		RFI 1060 - Guestroom 510 Soffit Issue	8/28/2017	8/28/2017			\$ 983.00			1/25/2018	9
163		RFI 0953 Juliet Balcony Door Base	8/30/2017	8/30/2017			\$ 1,867.00			2/22/2018	10
164		Guestroom Window Casing	12/16/2017	12/16/2017			\$ 102,614.00			1/12/2018	9
165		SI 48 Additional Spa Shower	9/7/2017	9/26/2017			\$ 21,851.22			10/19/2017	8
166		RFI 096 - Revise Ductwork Due to Corridor Crown	11/13/2017	11/13/2017			\$ 9,546.44				
167		ADA Guestroom Bathroom Floor Tile Revisions	9/14/2017	9/14/2017			\$ 3,681.00			2/22/2018	10
168		RFI 0935 - Ballroom RCP Conflict with Ductwork	9/14/2017	9/14/2017			\$ 8,794.00			2/22/2018	10
169	R1	MOD 6.7 and SI 42 Electrical Revisions	9/18/2017	10/5/2017			\$ 67,635.88			11/30/2017	9
170		Bar Doors - Doors, Hardware, and Installation	10/9/2017	10/9/2017			\$ 258,025.97			10/19/2017	8
171		Private Dining Millwork Revisions - Paint Grade	9/26/2017	9/26/2017			\$ 17,009.37			11/30/2017	9
171.1		Private Dining Millwork Revisions - Mozambique	9/26/2017	9/26/2017			\$ 30,793.53			10/19/2017	9
172		SI 39 Stair 04 Millwork Revisions	9/26/2017	9/26/2017			\$ 5,545.89			10/17/2017	8
173		Bath Floor Parquet Stucco Band Color Change	9/26/2017	9/26/2017			\$ 3,258.65			1/28/2018	9
174		Full Out Fitness Room West Wall	9/28/2017	9/28/2017			\$ 2,699.70			11/30/2017	9
175	R1	Fire Danger in Room 333	10/7/2017	11/28/2017			\$ 18,335.69			1/12/2018	9
176		Concierge Lounge Case and Millwork Revisions	10/9/2017	10/9/2017			\$ 12,446.00				
177		SI 54 Managers Apartment Millwork	10/9/2017	10/9/2017							
178		Delivery and Storage for DC-67	10/10/2017	10/10/2017		\$ 2,245.84					
179		Boardroom Vestibule 209 Alcove Revisions	10/13/2017	10/13/2017			\$ 3,267.04			11/3/2017	9
180		Patisserie Casework Revisions	10/17/2017	10/17/2017			\$ 8,083.72			1/12/2018	9
181		Lower Soffits in Concierge Alcove	10/27/2017	10/27/2017			\$ 2,378.98			11/30/2017	9
182	R1	Custom Entry Doors	11/1/2017	11/1/2017		\$ 482,752.00					
183		Guestroom Window Valances	11/6/2017	11/6/2017			\$ 47,619.53			1/13/2017	9
184		Hurricane Irma Prep and Recovery									
185		RFI 1121 - Add Soffit in Room 719	11/8/2017	11/8/2017			\$ 1,624.08			1/29/2017	9
186		Won Door Submittal Revisions	11/9/2017	11/9/2017			\$ 7,900.00			11/30/2017	9
187		Stair 03 and 04 Black Metal Panels	11/30/2017	11/30/2017			\$ 7,563.69				

The Hotel at Marion Square - Change Orders Pending Submission				
TBD	RFI 0832 BT-2 Fixture Selection			\$ (8,262.75)
TBD	Fireplace Submittal Revisions			\$ 1,069.00
TBD	Waterproofing Consultant Review: add flashing A615 above canopy			\$ 1,899.69
TBD	SI 34 Relocate Temperature and FA Devices			\$ 4,000.00
TBD	Waterproofing Consultant Review: Add flashing per RJ kenney detail 1-A620			\$ 4,785.63
TBD	King Street SCEG Primary Extensions			\$ 6,006.96
TBD	BIM Coordination Overruns			\$ 150,000.00
TBD	RFI 0801 - 221B and 222B Shower Fixtures			\$ 1,352.00
TBD	RFI 0932 GR HFCU Shift			\$ 1,209.00
TBD	RFI 0945 L3 Electrical Room Grill			\$ 1,182.00
TBD	Double Bowl Vanities 3, 4, 5			\$ 3,267.00
TBD	RFI - Delete Ballroom Light Fixtures			\$ (941.00)
TBD	Balance of Hotel Millwork Revisions			\$ 40,000.00
TBD	Supplemental Instruction 052 - Paint and Tile Revisions			\$ 40,000.00
TBD	Room Type X15 Revisions			\$ 20,000.00
TBD	Schedule Extensions and Delays - Bernhard MCC			\$ 842,064.00
TBD	Schedule Extensions and Delays - Watson Electric			\$ 1,122,884.00
TBD	Schedule Extensions and Delays - Precision Walls			\$ 520,856.00
TBD	Schedule Extensions and Delays - Old North State Masonry			\$ 1,056,804.00
TBD	Scan and Core Drilling for Drawing Revisions			\$ 78,549.00
TBD	RFI 1093 Guestroom 603 TV Wall Conflict			\$ 3,152.00
TBD	RFI 0940 Pocket Door Opening Revision in Room 635			\$ 2,782.00
TBD	Kitchen Ceiling Soffit Above Walk In Coolers			\$ 1,305.00
TBD	Lutron Lighting Control Reconciliation			\$ 15,000.00
TBD	Sprinkler Heads in TV Wall's			\$ 10,000.00
	Subtotal ROM			\$ 3,918,963.53
	Total Pending			\$ 4,141,519.36

BPOIA

EXHIBIT G - APPLICATION FOR PAYMENT

Pay Request #: 1
Work Performed Through June 30th, 2018Subcontractor's Name: A. Ritz Interiors, Inc.
Subcontractor's Address: 8125 Odessa Place, Douglasville, GA 30134
Phone Number: 678-310-0067 ext. 1
Fax Number: _____Project Name: Hotel at Marion Square Project No.: 13026000 Date: 06/21/2018
Owner: _____Description of Work: UpholsteryOriginal Contract Amount: \$45,600.00

Change Order Total: _____

Through C/O#: _____

Total Revised Contract 45,600.00Value of Work Performed to Date 22,800.00

Value of Materials Stored On Site _____

Value of Materials Stored Off Site _____

Current Month (Stored Materials) _____

Total 22,800.00Less 10.0000 % Retainage 2,280.00Amount Earned to Date 20,520.00

Less Previous Billings/Payments _____

Less Adjustments/Joint Checks _____

Less Pending Back Charges _____

Total Amount this Requisition 20,520.00

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	Y ☐	N ☐	
If yes, attach stored materials checklist	Y ☐	N ☐	
Final Payment	Y ☐	N ☐	
If yes, acc attached checklist	_____		
Owner Billing Number	_____		
Owner Payment Rec'd Date:	_____		
Payment Terms:	_____		
Pay Select #	_____		

For Balfour Beatty Construction Use Only:

CO #	Vendor #	Job #	Contract No.
		13026000	064
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

BALFOUR BEATTY CONSTRUCTION, LLC

Exhibit G: Subcontractor / Application for Payment (Rev. 8/06/2012)

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (Contractor):

BALFOUR BEATTY CONSTRUCTION, LLC
1930 Camden Road, Suite 280
Charlotte, NC 28203

PROJECT:

Hotel at Marion Square

AIA DOCUMENT G702 PAGE 1 OF 2 PAGES

APPLICATION: #1 DISTRIBUTION TO:

PERIOD FROM: 06/01/18 OWNER
PERIOD TO: 06/30/18 CONTRACTOR

ARCHITECT

TRADE CONTRACTOR

FROM (TRADE CONTRACTOR):

Fitz Interiors, Inc.
8175 Access Place
Douglasville, GA 30134

VIA (Construction Contract):

PROJECTS NO: 13026000

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		DEDUCTIONS
Change Orders applied previous months by Owner	ADDITIONS	
TOTAL		
Approved this Month		
No. Date Approved		
TOTALS	0.00	\$0.00

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

CONTRACTOR:

By:  Date: 06/24/18

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.

CONTRACT DATE:

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet

1. ORIGINAL CONTRACT SUM	\$ 45,600.00
2. Net change by Change Orders	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 45,600.00
4. TOTAL COMPLETED & STORED TO DATE (Column G)	\$ 22,800.00

5. RETAINAGE:

a. 10 % of Completed Work (Column D + E)	\$ 2,280.00
b. 10 % of Stored Material (Column F)	\$

Total Retainage (Line 5a + 5b or Total in Column I)

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 20,520.00
---	--------------

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE	\$ 20,520.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$ 22,800.00

State of:

Subscribed and sworn to before me this day of

Notary Public:

My commission expires:

County of:

20

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.

CONTINUATION SHEET

APPLICATION NUMBER: 1
APPLICATION DATE: June 21st 2018
PERIOD TO: 06/01 - 06/30/18
ARCHITECT'S PROJECT NO:

PROJECT:

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)	H BALANCE TO FINISH (C-G)	I RETAINAGE
	Furnish upholstered wall panels	45,600		00'00'00		00'00'00	00'00'00	00'00'00
	Total	45,600	00'00'00	00'00'00	00'00'00	00'00'00	00'00'00	00'00'00

Exhibit 13

Page 3 of 3

Project Name
Project No. XXXXX

Balfour Beatty Construction

Exhibit F2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned, Ritz Interiors, Inc. ("Subcontractor"), pursuant to a contract or agreement with Balfour Beatty Construction, LLC, ("BBC"), a subcontractor to BBC or a sub-subcontractor under which Subcontractor agreed to furnish labor, services, materials and/or equipment ("Work") for the construction of certain improvements on the work of improvement commonly known as: Marion Square ("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)

Subcontractor has been paid and received payment of \$ 20,520.00 (Amount paid to Subcontractor)

the sufficiency of which is hereby acknowledged and confessed, and as such Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and bonds or bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through June 21st, 2018 (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

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 21st day of June, 2018.

Pitz Interiors, Inc.
(Company Name)

By: [Signature]

Its: CEO

STATE OF SOUTH CAROLINA

COUNTY OF Douglas

The foregoing instrument was signed, sealed and acknowledged before me this 21 day of JUNE, 2018, 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: 2/20/2021



(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 Ritz Interiors, Inc. (the "Lienor") for and in consideration of the payment of the sum of \$ 20,520.00 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of Improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said Improvements, have been paid in full for work performed or materials supplied, up to and including the 21st day of June, 2018, 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 June, 2018

Signed, sealed and delivered

In the presence of

Signature

Print Name

STATE OF

COUNTY OF

Ritz Interiors, Inc.
a Georgia corporation

Signature

Print Name & Title

The foregoing instrument was acknowledged before me this 21 day of JUNE, 2018, by LESLIE RITZ, CEO of RITZ INTERIORS, a Georgia corporation on, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification.

My Commission Expires:

2/20/2021



[Signature]
PUBLIC, STATE OF GEORGIA

BP 025

EXHIBIT G - APPLICATION FOR PAYMENT

Pay Request #: 7

Work Performed Through 10/30/18

Subcontractor's Name: Pleasant Places, Inc.
 Subcontractor's Address: 449 Long Point Road, Mt. Pleasant, SC 29464
 Phone Number: 843-881-3430
 Fax Number:

Project Name: Hotel at Marion Square
 Owner:

Project No.: 13026000

Date:

Description of Work: Landscape, Hardscape & Irrigation

Original Contract Amount: \$317,316.00

Change Order Total: \$13,530.00

Through C/O#:

Total Revised Contract \$330,846.00

Value of Work Performed to Date \$302,943.75

Value of Materials Stored On Site

Value of Materials Stored Off Site

Current Month (Stored Materials)

Total \$302,943.75

Less 10.0000 % Retainage \$30,294.38

Amount Earned to Date \$272,649.38

Less Previous Billings/Payments \$251,331.30

Less Adjustments/Joint Checks

Less Pending Back Charges

Total Amount this Requisition \$21,318.08

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	Y ☐	N ☐	
If yes, attach stored materials checklist			
Final Payment	Y ☐	N ☐	
If yes, see attached checklist			
Owner Billing Number			
Owner Payment Rec'd Date:			
Payment Terms:			
Pay Select #			

For Balfour Beatty Construction Use Only:

CO #	Vendor #	Job #	Contract No.
		13026000	029
Date	Invoice #	Description	
Gross Amount	Retainage Amt	Net Amount	
Accrue Tax	Tax Code	Pay Item & Cost Code	
Yes			
No			
Hair Codes:			

Approvals:

PM / Date

PA / Date

APA / Date

BALFOUR BEATTY CONSTRUCTION, LLC

Exhibit G: Subcontractor / Application for Payment (Rev. 8/06/2012)

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE ONE OF TWO PAGES

TO OWNER:		Balfour Beatty Construction 1930 Camden Road Charlotte, NC 28203	PROJECT:	Hotel at Marion Square 404 King Street Charleston, SC 29403	APPLICATION NO.: 7	Distribution to: ☐ OWNER ☐ ARCHITECT ☐ CONTRACTOR
FROM CONTRACTOR:		Pleasant Places Inc. 449 Long Point Road Mt. Pleasant, SC 29464	VIA ARCHITECT:		PROJECT NOS.: 13026000	CONTRACT DATE: July 17, 2015
CONTRACT FOR:						

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	\$ 317,316.00
2. Net change by Change Orders	\$ 13,530.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 330,846.00
4. TOTAL COMPLETED & STORED TO DATE	\$ 302,943.75
(Column G on G703)	
5. RETAINAGE:	
a. 10% % of Completed Work	\$ 30,294.38
(Columns D + E on G703)	
b. 10% % of Stored Material	\$ -
(Column F on G703)	
Total Retainage (Line 5a + 5b or	
Total in Column I of G703)	\$ 30,294.38
6. TOTAL EARNED LESS RETAINAGE	\$ 272,649.38
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate)	\$ 251,331.30
8. CURRENT PAYMENT DUE	\$ 21,318.08
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 less Line 6)	\$ 58,196.63

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 13,530.00	
Total approved this Month		
TOTALS	\$ 13,530.00	\$ -
NET CHANGES by Change Order	\$	\$ 13,530.00



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. 200065292 • WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.

G702-1992

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: 6/15/2018

State of: _____
County of: _____
Subscribed and sworn to before me this _____ day of _____

Notary Public:
My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

CONTINUATION SHEET

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

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE TWO OF TWO PAGES

APPLICATION NO. 7

APPLICATION DATE: 6/15/2018

PERIOD TO: 1/07/1900

ARCHITECT'S PROJECT NO.: 13026000

PROJECT NAME: Hotel at Marion Square

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE) RATE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Herringbone Brick Paving interior course	\$ 16,200.00	\$ 12,960.00	\$ 1,620.00			\$ 14,580.00	\$ 1,620.00	90%
2	Bluestone paving	\$ 147,600.00	\$ 147,600.00				\$ 147,600.00	\$ -	100%
3	Running bond brick paving	\$ 31,680.00	\$ 25,344.00				\$ 25,344.00	\$ 6,336.00	80%
4	Running bond patch at planter to match existing.	\$ 3,600.00	\$ 3,600.00				\$ 3,600.00	\$ -	100%
5	Granite- Cobbles for Palm tree planter	\$ 2,750.00					\$ -	\$ -	0%
6	Brick Edging at Palm tree planter	\$ 1,080.00	\$ 1,080.00				\$ 1,080.00	\$ 2,750.00	100%
7	Granite Planter Curb Raised	\$ 16,800.00	\$ 15,100.00				\$ 15,100.00	\$ 1,700.00	90%
8	Granite Planter Curb Flush	\$ 16,050.00	\$ 13,500.00				\$ 13,500.00	\$ 1,550.00	90%
9	Granite Planter Curb Flush	\$ 540.00	\$ 540.00				\$ 540.00	\$ -	100%
10	Granite Planter Curb Flush	\$ 14,250.00	\$ 13,000.00				\$ 13,000.00	\$ 1,250.00	91%
11	Granite Curb reinstall - straight run	\$ 15,750.00	\$ 15,750.00				\$ 15,750.00	\$ -	100%
12	Granite Curb reinstall - radius	\$ 990.00	\$ 990.00				\$ 990.00	\$ -	100%
13	Cherry Street Bollard	\$ 11,988.00	\$ 11,988.00				\$ 11,988.00	\$ -	100%
14	Irrigation- Irrigation booster pump	\$ 7,395.00		\$ 7,395.00			\$ 7,395.00	\$ -	100%
15	Irrigation sleeving	\$ 4,500.00	\$ 4,275.00		\$ 225.00		\$ 4,500.00	\$ -	100%
16	Irrigation system	\$ 1,750.00		\$ 1,750.00			\$ 1,750.00	\$ -	100%
17	Landscape- Canopy trees	\$ 5,050.00		\$ 2,525.00			\$ 2,525.00	\$ 2,525.00	50%
18	Shrubs	\$ 1,280.00		\$ 640.00			\$ 640.00	\$ 640.00	50%
19	Ornamental grasses and groundcovers	\$ 3,853.00		\$ 1,931.75			\$ 1,931.75	\$ 1,931.25	50%
20	Mulch	\$ 780.00		\$ 390.00			\$ 390.00	\$ 390.00	50%
21	Planting soil	\$ 2,800.00		\$ 1,400.00			\$ 1,400.00	\$ 1,400.00	50%
22	Planting boxes	\$ 11,620.00		\$ 5,810.00			\$ 5,810.00	\$ 5,810.00	50%
23	CO2 South Patio - bluestone revision	\$ 13,530.00	\$ 13,530.00				\$ 13,530.00	\$ -	100%
		\$ 330,846.00	\$ 279,257.00	\$ 23,686.75	\$ -		\$ 302,943.75	\$ 27,902.25	92%



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 • WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.

G703-1992

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

KNOW ALL MEN BY THESE PRESENTS:

That Pleasant Places (the "Lienor") for and in consideration of the payment of the sum of \$21,318.08 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 30 day of June, 2018 excluding the items identified hereinabove, if any.

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

IN WITNESS THEREOF, I have hereunto set my hand seal this 18 day of June, 2018

Signed, sealed and delivered
In the presence of:

Angela Carducci
Signature
Angela Carducci
Print Name

Pleasant Places
a LLC corporation
Signature
Guy Artigue, President
Print Name & Title

STATE OF SC

COUNTY OF Charleston

ANGELA CARDUCCI
Notary Public, State of South Carolina
My Commission Expires 2/27/2028

The foregoing instrument was acknowledged before me this 18 day of June, 2018 by Guy Artigue, president of Pleasant Places a LLC corporation or, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification.

Commission Expires: 2/27/28

Angela Carducci
NOTARY PUBLIC, STATE OF SC

TIER RELEASE SCHEDULE

Job Name		Hotel at Stanton Square
Job #		1302600
Scope of Work		Landscape, Hardscape, Irrigation
Date Prepared:		3/28/2018
PRIME SUB'S NAME		Pleasant Places
Attachment for Pay Req #:		7-Jun
for Month Ending:		6/30/2018

[illegible]

I hereby certify that all Subcontractors/Suppliers for the Alameda project are as listed above.

By 11/11/11
T214: President

Balfour Beatty
Construction

Exhibit F1

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned,

SiteOne Landscape Supply

(Name of Subcontractor/Vendor)

("Subcontractor"), pursuant to a contract or agreement with:

Pleasant Places

("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: 6/17/18

(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 18 day of June 20 18SiteOne Landscape Supply

(Name of Subcontractor/Vendor)

By Jessica Thigpen

Signature

Jessica Thigpen, Risk Analyst

(Print or Type the Signatory Name and Title)

STATE OF

Georgia

COUNTY OF

Dawson

The foregoing instrument was signed, sealed and acknowledged before me this 18th day of June 20 18, 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: Misty L Payne

Notary Public

My Commission expires: 10-22-21

Test for Payment

Pay Request # 20
Work Performed Through: 06/30/18

Subcontractor's Name Old North State Masonry
Subcontractor's Address 201 W Mathews Street
Mathews, NC 28105
Phone Number 704.815.0591
Fax Number _____

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 06/21/18
Owner: Library Associates, LLC

Description of Work: Masonry

Original Contract Amount	<u>\$2,340,000.00</u>
Change Order Total Through CAO #: <u>0</u>	<u>\$220,720.67</u>
Total Revised Contract	<u>\$2,560,720.67</u>
Previous Work Performed to Date(SSR)	<u>\$2,547,325.67</u>
Value of Materials Stored On Site	<u>\$0.00</u>
Value of Materials Stored Off Site	<u>\$0.00</u>
Current Month Gross	<u>\$13,395.00</u>
New Work Performed to Date	<u>\$2,560,720.67</u>
Less <u>10 % Retainage</u>	<u>\$256,072.07</u>
Amount Earned to Date	<u>\$2,304,648.60</u>
Less Previous Net Billings	<u>\$2,292,593.09</u>
Less Adjustments/Joint Checks	<u>\$0.00</u>
Less Pending Back Charges	<u>\$0.00</u>
Total Amount this Requisition	<u>\$12,055.51</u>

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 Final
Insurance Expiration Date 03/01/18

Release Attached Y ☐ N ☐
Tier/Supplier Release Y ☐ N ☐
If Required
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 Y ☐ N ☒
If yes, attach stored materials checklist

Final Payment Y ☐ N ☒
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	116124	13026400	532367
Date	Invoice #	Description	
06/30/18	13026400 - 20	13026400 , PE# 20 18.06	
Gross Amount	Retainage Amt	Net Amount	
\$13,395.00	\$569.75	\$12,055.51	
Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400 50400000 40	NO
Hold Codes: <u>02- OWNER FUNDING</u> <u>Lower Tier Waivers</u> <u>PM App</u>			

als:

PM / Date

CA 06/21/18

PA / Date

APA / Date

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

PROJECT: HOTEL AT MARION SQUARE

APPLICATION NO: 20

Distribution to:

☒ OWNER
☒ ARCHITECT
☒ INSPECTOR

PERIOD TO: 42735

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.

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.

1. ORIGINAL CONTRACT SUM \$ 2,340,000.00
2. Net change by Change Orders \$ 220,720.67
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 2,560,720.67
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 2,560,720.67
5. RETAINAGE: \$ 256,072.07
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 2,304,648.60
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 2,292,593.09
8. CURRENT PAYMENT DUE \$ 12,055.51
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$216,460.76	\$25,471.62
Total approved this Month	\$29,731.53	\$0.00
TOTALS	\$246,192.29	\$25,471.62
NET CHANGES by Change Order	\$220,720.67	

SUBCONTRACTOR
By:  Date: 6/20/2018
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 \$ 12,055.51

(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 confirm 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.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20005-3292

AIA DOCUMENT G702 APPLICATION AND CERTIFICATION FOR PAYMENT 1992 EDITION AIA 61882

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

Bamha, Jar Beatty

CONTINUATION SHEET

AJA DOCUMENT G703

Page 2 of 2

AJA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, enclosing
Contractor's signed conditions is attached.
In tabulations below, amounts are stated in the current dollar.
Use Column I as Contract in here variable mortgage (or time / lease) not apply.

APPLICATION NO
61118
APPLICATION DATE
6/30/18
PERIOD TO

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
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	453,000.00	-	-	453,000.00	100.00%	-	45,300.00
4	ARTISAN CRAFT MATERIAL	\$93,000.00		93,000.00	93,000.00	-	-	93,000.00	100.00%	-	9,300.00
5	ARTISAN CRAFT 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	LOCK 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	SEWER CLEANING	\$7,000.00		7,000.00	7,000.00	350.00	-	7,000.00	100.00%	-	700.00
11	CMU WALLS	\$50.00		-	-	-	-	-	#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	2nd 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	53,000.00	-	-	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	71,000.00	-	-	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	42,000.00	-	-	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	49,000.00	-	-	49,000.00	100.00%	-	4,900.00
30	9th Floor CMU Labor/Equipment	\$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	Artisan and Precast Install	\$0.00		-	-	-	-	-	#DIV/0!	-	-
35	Artisan South Elevation Labor/Equipment	\$22,000.00		22,000.00	22,000.00	-	-	22,000.00	100.00%	-	2,200.00
36	Artisan West Elevation Labor/Equipment	\$22,000.00		22,000.00	22,000.00	1,100.00	-	22,000.00	100.00%	-	2,200.00
37	Artisan North Elevation Labor/Equipment	\$22,000.00		22,000.00	22,000.00	1,100.00	-	22,000.00	100.00%	-	2,200.00

Barnit. our Beatty

CONTINUATION SHEET

AIA Document C702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In explanation below, amounts are stated to the nearest dollar.
Use Column 1 for Contractors where variable payments for the items may apply.

ALA DOCUMENT C703

APPLICATION NO
6/1/18
APPLICATION DATE
PERIOD TO
6/30/18

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D+E+F)	THIS PERIOD (H - E)					
38	Architectural 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	63,500.00	-	-	63,500.00	100.00%	-	6,350.00
41	1st Floor North Architectural PC Labor/Equipment	\$63,500.00		63,500.00	60,325.00	3,175.00	-	63,500.00	100.00%	-	6,350.00
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	Countrywide West PC Sills Labor/Equipment	\$10,500.00		10,500.00	10,500.00	-	-	10,500.00	100.00%	-	1,050.00
48	Countrywide South PC Sills Labor/Equipment	\$10,500.00		10,500.00	10,500.00	-	-	10,500.00	100.00%	-	1,050.00
49	Countrywide 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/Equipment	\$12,500.00		12,500.00	12,500.00	-	-	12,500.00	100.00%	-	1,250.00
54	1st Floor PC Divider Wall Labor/Equipment	\$11,500.00		11,500.00	11,500.00	-	-	11,500.00	100.00%	-	1,150.00
55	2nd Floor PC for Q Window Labor/Equipment	\$4,000.00		4,000.00	7,600.00	400.00	-	8,000.00	100.00%	-	800.00
56	3rd Floor PC for Q Window Labor/Equipment	\$38,000.00		38,000.00	38,000.00	1,900.00	-	38,000.00	100.00%	-	3,800.00
57	4th Floor PC Ornamental Band Labor/Equipment	\$34,000.00		34,000.00	32,980.00	1,020.00	-	34,000.00	100.00%	-	3,400.00
58	5th Floor PC Cap/Obelisk/Divider Walls Labor/Equipment	\$61,000.00		61,000.00	61,000.00	-	-	61,000.00	100.00%	-	6,100.00
59	6th Floor PC Cornice Band Labor/Equipment	\$25,000.00		25,000.00	23,750.00	1,250.00	-	25,000.00	100.00%	-	2,500.00
60	7th Floor PC Cornice Band Labor/Equipment	\$35,000.00		35,000.00	33,250.00	1,750.00	-	35,000.00	100.00%	-	3,500.00
61	8th Floor PC Band at Sill Labor/Equipment	\$27,000.00		27,000.00	25,650.00	1,350.00	-	27,000.00	100.00%	-	2,700.00
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 Port 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)

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, contains:
Contractor's signed certification as attached.
In addition below, amounts are stated to be actual dollar
Use Column I on Contract when variable retentions (for line items may apply):

AIA DOCUMENT G703

Page 4 of 2

APPLICATION NO: 20
APPLICATION DATE: 6/1/18
PERIOD TO: 6/30/18

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	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
75	CO #11	(1,600.82)		(1,600.82)	(1,600.82)	-	-	(1,600.82)	100.00%	-	(150.08)
76	CO #13	70,145.15		70,145.15	70,145.15	-	-	70,145.15	100.00%	-	7,014.52
77	CO #14	29,731.53		29,731.53	29,731.53	-	-	29,731.53	100.00%	-	2,973.15
78							-	-	#DIV/0!	-	-
GRAND TOTALS		2,560,720.67	0.00	2,560,720.67	2,547,325.67	13,395.00	0.00	2,560,720.67	100.00%	0.00	256,072.07

Balfour Beatty Project

Balm. .our Beatty

Balfour Beatty Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square		
Job #	13026000		

Date Prepared: 5/20/2018

PRIME SUB'S NAME	Old North State Masonry, LLC
Attachment for Pay Req #:	20
For Month Ending:	6/30/2018

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 29550 800.559.3545	No			No	Yes	\$0.00	5/31/2018	5/31/2018	PARTIAL	FINAL
White Cap Construction Supply PO Box 4852 Orlando, FL 32802-4852 704.222.5726	Yes			No	Yes	5296.46	5/31/2018	5/31/2018	PARTIAL	FINAL
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 252.966.9811	NO			No	Yes	\$0.00	5/31/2018	5/31/2018	PARTIAL	FINAL
General Shale Brick, Inc PO Box 5825 Carol Stream, IL 60197-5825	NO			No	Yes	\$0.00	5/31/2018	5/31/2018	PARTIAL	FINAL
United Rentals PO box 100711 Atlanta, GA 30384-0711	NO			No	Yes	\$0.00	5/31/2018	5/31/2018	PARTIAL	FINAL
Kelly's Pressure Wash PO Box 1384 Fayetteville, NC 28302	NO			No	Yes	\$0.00	5/31/2018	5/31/2018	PARTIAL	FINAL
Palmetto Waterproofing, LLC PO Box 4665 Rock Hill, SC 29732	NO			No	Yes	\$0.00	5/31/2018	5/31/2018	PARTIAL	FINAL
									PARTIAL	FINAL

**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 \$ 12,055.51 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 March 20 18, excluding the Items Identified hereinabove, if any.

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

IN WITNESS THEREOF, I have hereunto set my hand seal this 20th day of June 2018.

Signed, sealed and delivered

Old North State Masonry

in the presence of:

a LLC corporation

Chip Venable
Signature

Tim Highstone
Signature
Tim Highstone, Controller

Chip Venable
Print Name

Print Name & Title

STATE OF North Carolina

COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 20th day of June 2018, by Tim Highstone Controller of Old North State Masonry, LLC, a LLC corporation on, on behalf of the corporation. He/she is personally known to me or has produced N/A (type of identification) as identification.

Dehl P. [Signature]
NOTARY PUBLIC, STATE OF North Carolina

My Commission Expires: September 1, 2018

Change Request Log by Status

Old North State Masonry, LLC

Date: 6/20/2018

10-1259 Marlon Square Hotel

Project Manager: Chip Venable

Number	Date	Description	Amount
Potential			
26	9/28/16	Draft of Claim submission	1,056,803.96
Potential Total			1,056,803.96
Submitted			
14	11/9/16	Bone White Aluminum	-3,074.20
15	11/11/16	EWO Ticket 6451	873.48
17	11/16/16	Deduct CMU at area CIP at 2nd floor arches	-1,350.42
30	4/6/17	Cut Precast EWO 6460, 6462, 6463, 6465, 6466, 6473, 6474, 6475, 6476, 6479, 6480, 6481, 6482, 6483	8,745.25
33	8/7/17	Additional Precast had to be made due to the building concrete dimensions growing	3,894.61
36	11/15/17	Damaged and Missing Precast Pieces by Balfour Beatty Relocation	6,350.51
37	1/17/18	Damaged and Missing Precast	1,877.05
38	2/12/18	Remove, Reinstall and order new precast for SW Corner	3,876.68
39	2/13/18	Remove and Re-Install PC at roof	3,214.74
40	2/13/18	EWO Ticket 4511	1,670.13
Submitted Total			26,077.83

Original Contract Amount:	2,340,000.00
Approved Contract Changes:	
Revised Contract Amount:	2,340,000.00
Pending Contract Changes:	1,082,881.79

Claim Calculations- (Attachment 1)

JN 1259
Marion Square Hotel
Revised Draft Claim

6/14/2017

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

Summary:

ONSM started block work on the project on approximately 7/6/16 and as of today's 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 5th 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 throughout Oct to complete the project.

The original 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		cost to date	weekly costs	Projected added costs	
		7/6/2016	6/14/2017				
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	

Claim Calculations- (Attachment 1)

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

\$ 292,310.20

2 Additional Labor Costs

2a	Additional supervision (32 weeks X \$1,500.00/week)	\$	48,000.00
	Additional VP of Operations 5 days/week (8wks * \$3,850/5 days per week) incl. burdens + benefits	\$	30,800.00
	Total additional supervision costs	\$	78,800.00

2b. Labor Impacts/Inefficiencies

Labor Inefficiencies for the project	\$	386,045.00
Mobilizations	\$	10,000.00

3 Change order Dollars that should be Approved for work already completed =

\$ 132,579.28

4 Total additional costs without Overhead = 1.a+1.b+ 2.d+3 =

\$ 899,734.48

5 Overhead & Profit

\$ 115,073.28

6 Bond Costs

\$ 8,822.28

7 Outstanding Change Requests (Submitted separately)

\$ -

Total Cost of Claim:	\$ 1,023,630.05
----------------------	-----------------

BP 05 A

Request for Payment

Pay Request # **17**
Work Performed Through: **06/30/18**

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: **06/14/18**
Owner: **Library Associates, LLC**

Description of Work:	Ornamental Metals
Original Contract Amount	\$521,000.00
Change Order Total Through C/O # <u>0</u>	-\$65,461.99
Total Revised Contract	\$455,538.01
Previous Work Performed to Date (SSR)	\$448,038.01
Value of Materials Stored On Site	\$0.00
Value of Materials Stored Off Site	\$11,250.00
Current Month Gross	\$0.00
New Work Performed to Date	\$459,288.01
Less <u>10</u> % Retainage	\$45,928.80
Amount Earned to Date	\$413,359.21
Less Previous Net Billings	\$403,234.21
Less Adjustments/Joint Checks	\$0.00
Less Pending Back Charges	\$0.00
Total Amount this Requisition	\$10,125.00

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 **Finalized**
Insurance Expiration Date **04/15/19**

Release Attached Y ☐ N ☐
Tier/Supplier Release Y ☐ N ☐
Reducing Retention Y ☐ N ☐

If reducing retainage, reducing From ☐ To ☒
Consent of Surety for retention Y ☐ N ☐
reduction if bonded
New materials stored off site Y ☐ N ☒
If yes, attach stored materials checklist

Final Payment Y ☐ N ☒
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	
06/30/18	13026400 - 17	13026400 . PE# 17 . 18.06	
Gross Amount	Retainage Amt	Net Amount	
\$0.00	\$0.00	\$10,125.00	
Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400 50523000 40	NO
Hold Codes: 02- OWNER FUNDING STORED MATERIALS PM Approval			

Approvals:

PM / Date

CA 06/14/18

PA / Date

APA / Date

Bamhart Balfour Beatty

TO CONSTRUCTION MANAGER: PROJECT: HOTEL AT MARION SQUARE APPLICATION NO. 17
Balfour Beatty Construction
1930 Camden Rd. Suite 280
Charlotte, NC 28210
FROM CONTRACTOR: VIA ARCHITECT:
Tate Ornamental, Inc.
496 Sage Road
White House, TN 37188

Distribution to:
☒ OWNER
☒ ARCHITECT
☒ INSPECTOR

PERIOD TO 05/30/18 6/4/18

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.

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: [Signature] Date: 6/12/2018

DISTRICT: _____ Date: _____
By: _____
CONSTRUCTION MANAGER: _____
By: _____ Date: _____

- 1. ORIGINAL CONTRACT SUM \$ 521,000.00
- 2. Net change by Change Orders \$ (65,461.99)
- 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 455,538.01
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 459,288.01
- 5. RETAINAGE: \$ 45,928.80
- 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 413,359.21
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 From prior Certificate) \$ 403,234.21
- 8. CURRENT PAYMENT DUE \$ 10,125.00
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 Less Line 6) \$ 41,250.00

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 \$ 10,125.00

(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.)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous invoices 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	

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.

CONTINUATION SHEET

ALA DOCUMENT G705

Page 2 of 2

ALA Document G705, APPLICATION AND CERTIFICATION FOR PAYMENT, certifying Contractor's signed certification is required.
 In the United States, requests are made to the source dealer.
 Use Column 1 on Contract when variable mortgage for live items may apply.

APPLICATION NO: 17
 APPLICATION DATE: 6/15/18
 PERIOD TO: 6/30/18

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G + C)	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D+E+F)	THIS PERIOD (H - E)					
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	180,000.00			180,000.00	97.30%	5,000.00	18,000.00
3	Decorative Wall Rails	10,000.00		10,000.00	10,000.00			10,000.00	100.00%	-	1,000.00
4	Aluminum Service Yard Gates	12,000.00		12,000.00	12,000.00			12,000.00	100.00%	-	1,200.00
5	Aluminum OH Grille	10,000.00		10,000.00	10,000.00			10,000.00	100.00%	-	1,000.00
6	Decorative Gates	48,000.00		48,000.00	48,000.00			48,000.00	100.00%	-	4,800.00
7	Pool Terrace Guardrails	23,000.00		23,000.00	23,000.00			23,000.00	100.00%	-	2,300.00
8	3rd Floor Terrace Guardrails	27,000.00		27,000.00	27,000.00			27,000.00	100.00%	-	2,700.00
9	Service Entry Guardrails	16,000.00		16,000.00	16,000.00			16,000.00	100.00%	-	1,600.00
10	Juliet Balcony Guardrails	30,000.00		30,000.00	30,000.00			30,000.00	100.00%	-	3,000.00
11	Steel Brackets @ Eave/row 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	25,000.00			25,000.00	100.00%	-	2,500.00
13	Bronze Gates @ Storefront	45,000.00		45,000.00	45,000.00			45,000.00	100.00%	-	4,500.00
14	CO #3 CI #712 Powdercoat eave/row bracket	7,404.00		7,404.00	7,404.00			7,404.00	100.00%	-	740.40
15	CO #4 Budget Transfer 021 Tyle Reduction	(80,000.00)		(80,000.00)	(80,000.00)			(80,000.00)	100.00%	-	(8,000.00)
16	CO #5 L3 Terrace Rails/Shopping for M	7,134.01		7,134.01	7,134.01			7,134.01	100.00%	-	713.40
17	CO #6 BT-Stair 9 in Mander's Act	45,000.00		45,000.00			11,250.00	11,250.00	25.00%	33,750.00	1,125.00
18									#DIV/0!	-	-
19									#DIV/0!	-	-
20									#DIV/0!	-	-
21									#DIV/0!	-	-
22									#DIV/0!	-	-
23									#DIV/0!	-	-
24									#DIV/0!	-	-
25									#DIV/0!	-	-
26									#DIV/0!	-	-
28									#DIV/0!	-	-
GRAND TOTALS		500,538.01	0.00	500,538.01	448,038.01	0.00	11,250.00	459,288.01	91.76%	41,250.00	45,928.80

TIER RELEASE SCHEDULE

PRIME SUBS NAME	Tate Omsmen
Attachment for Pay Reg #:	17
for Month Ending:	5/30/2018

[illegible]

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 \$ 10,125.00 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon, except for retention, and open change order requests, claims or disputes identified as follows:

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 30th day of June, 2018, excluding the items identified hereinabove, if any.

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

IN WITNESS THEREOF, I have hereunto set my hand seal this 12th day of June, 2018.

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 Robertson

The foregoing instrument was acknowledged before me this 12th day of June, 2018, 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: 10/26/2020



Tate Ornamental, Inc.

State of Tennessee
County of Robertson

BILL OF SALE

For and in consideration of the payment of Twelve Thousand Two Hundred Fifty & 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.

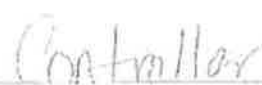
To have and to hold, the said property being sold hereunder unto Purchaser, its successors and assigns, forever.

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 12th day of June, 2018.



Seller



Title



TATEOR-C02

LMURLEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/12/2018

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 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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ EBL AGG \$1,000,000 GENL AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X		CPP 2092038	04/15/2018	04/15/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CA 2092040	04/15/2018	04/15/2019	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			CU 2092036	04/15/2018	04/15/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ General Agg \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 2092035	04/15/2018	04/15/2019	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Commercial Inland Ma			IM 20921650402	04/15/2018	04/15/2019	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: \$11,250.00

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 Risk Mgmt Dept. 3100 McKinnon Street 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
---	---

ACORD 26 (2016/03)

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AGENCY CUSTOMER ID: TATEOR-C02

LMURLEY

LOC #: 0

ADDITIONAL REMARKS SCHEDULE

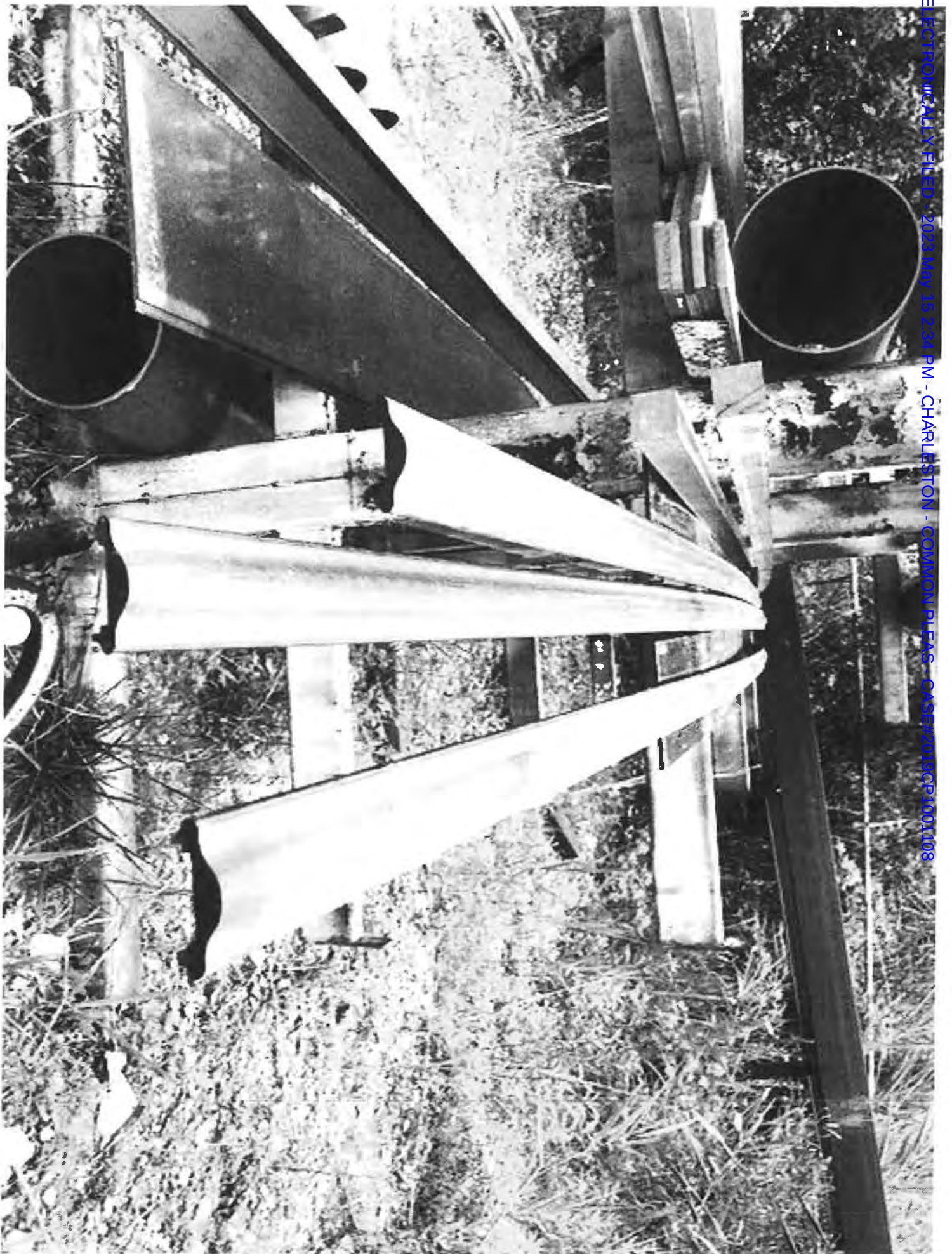
Page 1 of 1

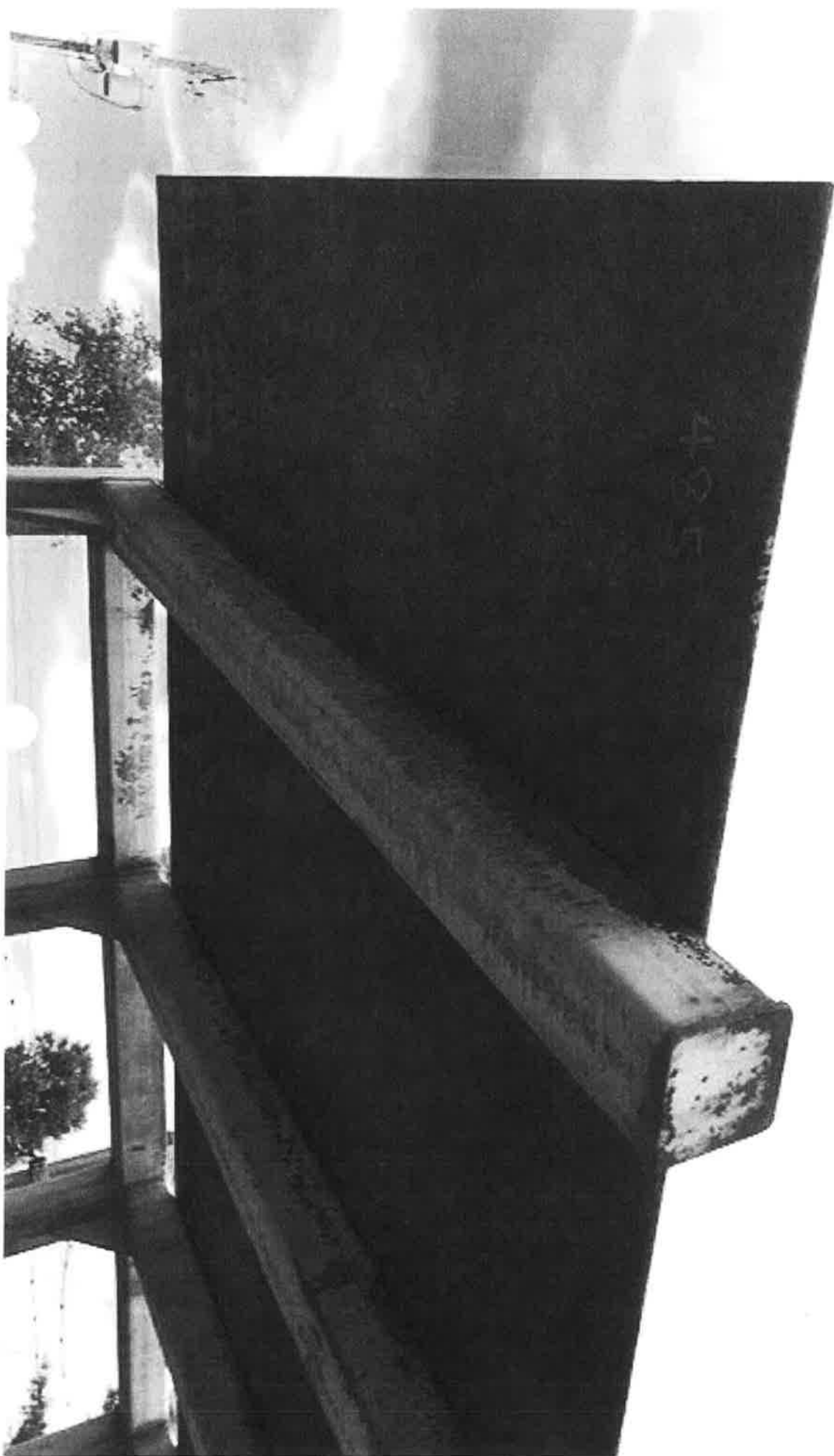
AGENCY Van Meter Insurance Group		NAMED INSURED TATE ORNAMENTAL, INC. 411 INDUSTRIAL DRIVE WHITE HOUSE, TN 37188
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

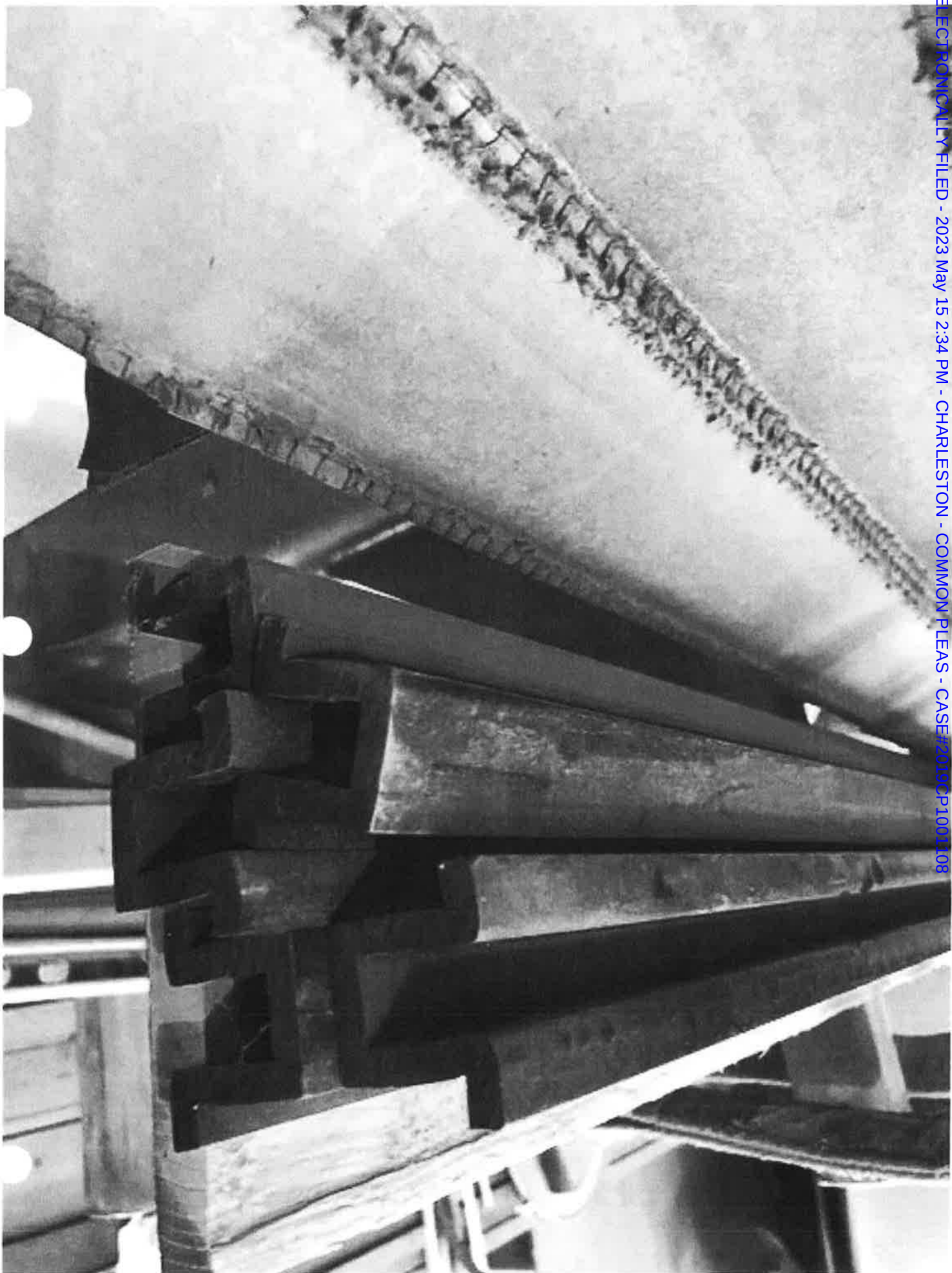
ADDITIONAL REMARKS

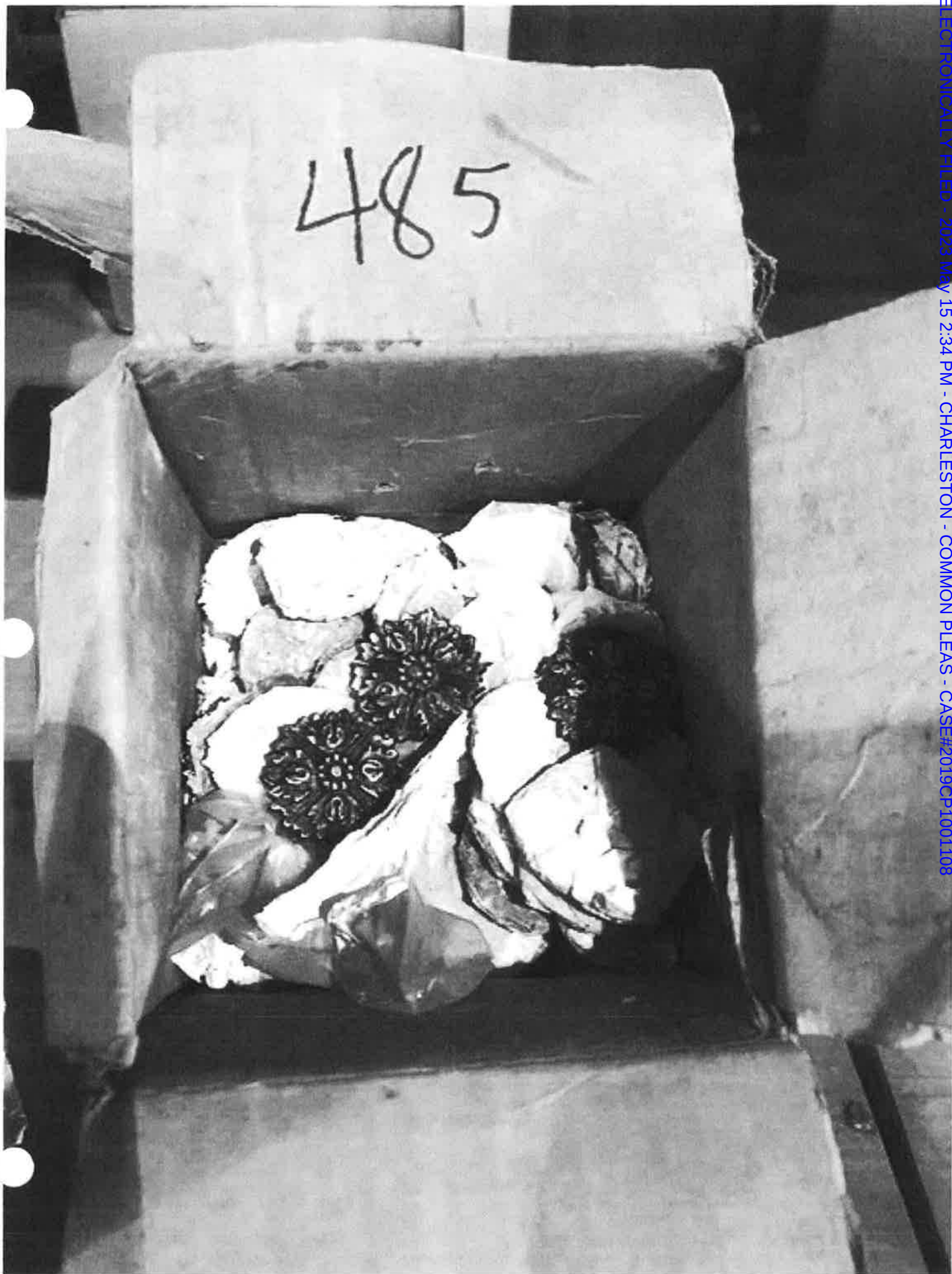
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 26 FORM TITLE: Certificate of Liability Insurance

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















Test for Payment

Pay Request # **16**
Work Performed Through: **06/30/18**

Subcontractor's Name: **Premier Exteriors**
Subcontractor's Address: **3047 Argent Blvd., Suite 12**
Ridgeland, SC 29910
Phone Number: **843-845-8920**
Fax Number: _____

Project Name: **Hotel at Marion Square** Job No.: **13026400** Date: **06/20/18**
Owner: **Library Associates, LLC**

Description of Work: **STUCCO**

Original Contract Amount	\$861,508.00	
Change Order Total	493,626.50	GET BOND RIDER!!
Through C/O #:	0	
Total Revised Contract	\$1,355,134.59	
Previous Work Performed to Date(SSR)	\$1,331,485.82	
Value of Materials Stored On Site	\$0.00	
Value of Materials Stored Off Site	\$0.00	
Current Month Gross	\$13,968.87	
New Work Performed to Date	\$1,345,464.69	
Less 10 % Retainage	\$134,546.47	
Amount Earned to Date	\$1,210,909.22	
Less Previous Net Billings	\$1,198,337.24	
Less Adjustments/Joint Checks	\$0.00	
Less Pending Back Charges	\$0.00	
Total Amount this Requisition	\$12,571.98	

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 **Finalized**
Insurance Expiration Date **01/31/18**

Release Attached ☐ Y ☐ N ☐
Tier/Supplier Release ☐ Y ☐ N ☐
If Required ☐ Y ☐ N ☐
Reducing Retention ☐ Y ☐ N ☐

If reducing retainage, reducing From ☐ To ☒
Consent of Surety for retention ☐ Y ☐ N ☐
reduction if bonded ☐ Y ☐ N ☐
New materials stored off site ☐ Y ☐ N ☒
If yes, attach stored materials checklist ☐ Y ☐ N ☐

Final Payment ☐ Y ☒ N ☐
If yes, see attached checklist ☐ Y ☐ N ☐

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	
06/30/18	13026400 - 16	13026400 . PE# 16 . 18.06	
Gross Amount	Retainage Amt	Net Amount	
\$13,968.87	\$698.44	\$12,571.98	
Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400 51445000 40	NO
Mail Codes: 02- OWNER FUNDING PM APP Owner Waiver			

Values: _____ CA 06/20/18 _____
PA / Date _____ APA / Date _____

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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: 16

Distribution to:

☒	OWNER
☒	ARCHITECT
☒	INSPECTOR

FROM CONTRACTOR:
Premier Extentiors LLC
3087 Argent Blvd
Ridgeland, SC 29936

VIA ARCHITECT:

PERIOD TO: 6/30/18
PROJECT NO: #13026000

CONTRACT FOR: CONSTRUCTION

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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.

By: SUBCONTRACTOR
Date: 6/19/2018

1. ORIGINAL CONTRACT SUM \$ 861,508.09
2. Net change by Change Order \$ 483,946.80
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,345,454.89

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,345,454.89

5. RETAINAGE: \$ 134,545.47

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 1,210,909.22

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 1,198,337.24

8. CURRENT PAYMENT DUE \$ 12,571.98

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 134,545.47

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 \$ 12,571.98

(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.)

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.

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	

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992

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

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE. N.W. - WASHINGTON, DC 20006-5292

**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 \$ 12,571.98 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 30 day of June, 20 18, 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 6 day of July, 2018.

Signed, sealed and delivered
in the presence of:

Digitally signed by Kim
Teehway
Date: 2018.07.06 09:28:08
+08'00'

Signature
Kim Tredway

Print Name

STATE OF SC

COUNTY OF Jasper

Premier Exteriors LLC

a corporation

Justin Harvey

Signature
Justin Harvey/CEO

Print Name & Title

The foregoing instrument was acknowledged before me this 6 day of July, 2018 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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CONTINUATION SHEET

AIA DOCUMENT G703

Page 3 of 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, controlling

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column 1 for Contractor where variable readings for line items may apply.

APPLICATION NO: 16
APPLICATION DATE: 6/19/18
PERIOD TO: 6/30/18

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G + C)	BALANCE TO FINISH (C - G)	RETAINAGE 10%
					FROM PREVIOUS APPLICATION (D+E+F)	THIS PERIOD (H - E)					
1											
2	CO#1	CO#1	147,246.36	147,246.36	147,246.36		-	147,246.36	100.00%	-	14,724.64
3	Mock Wall	CO#4	2,822.16	2,822.16	2,822.16		-	2,822.16	100.00%	-	282.22
	Flashing CO's	CO#5	12,574.05	12,574.05	12,574.05		-	12,574.05	100.00%	-	1,257.41
	Window Returns	CO#6	40,284.00	40,284.00	40,284.00		-	40,284.00	100.00%	-	4,028.40
	Window Opening Patching	CO#6	4,680.00	4,680.00	4,680.00		-	4,680.00	100.00%	-	468.00
	Flashing at L3 Terraces	CO#6	2,234.00	2,234.00	2,234.00		-	2,234.00	100.00%	-	223.40
	ReWaterproofing Windows	CO#7	3,949.92	3,949.92	3,949.92		-	3,949.92	100.00%	-	394.99
	Stucco Wall Prep (Allowance)	CO#6	100,000.00	100,000.00	100,000.00		-	100,000.00	100.00%	-	10,000.00
	Flashing Add - Top 6th Floor Cornice	CO#11	4,718.00	4,718.00	4,718.00		-	4,718.00	100.00%	-	471.80
	Extra Manpower - High Build	CO#8	6,240.00	6,240.00	6,240.00		-	6,240.00	100.00%	-	624.00
	RFI 0516 3rd Floor Slab Edge	CO#9	2,696.75	2,696.75	2,696.75		-	2,696.75	100.00%	-	269.68
	Stucco Wall Prep (Allowance)	CO#10	100,000.00	100,000.00	100,000.00		-	100,000.00	100.00%	-	10,000.00
	L3 Terrace & Pool Flashing	CO#13	1,504.56	1,504.56	1,504.56		-	1,504.56	100.00%	-	150.46
	6th Floor Parapet Stucco Band	CO#12	6,537.25	6,537.25	6,537.25		-	6,537.25	100.00%	-	653.73
	Revise Lift Costs	CO#12	(1,247.76)	(1,247.76)	(1,247.76)		-	(1,247.76)	100.00%	-	(124.78)
	Flashing - 6th Floor Terrace	CO#13	7,082.46	7,082.46	7,082.46		-	7,082.46	100.00%	-	708.25
	Flashing - 3rd Floor Terrace	CO#13	4,417.32	4,417.32	4,417.32		-	4,417.32	100.00%	-	441.73
	Flashing - 9th Floor Terrace	CO#13	4,737.66	4,737.66	4,737.66		-	4,737.66	100.00%	-	473.77
	Stucco Wall Prep (10/18-11/10)	Not issued	4,080.00	4,080.00	4,080.00		-	4,080.00	100.00%	-	408.00
	Stucco Wall Prep	Not issued	12,030.00	12,030.00	12,030.00		-	12,030.00	100.00%	-	1,203.00
	Reskin Mock Up	Not issued	3,391.00	3,391.00	3,391.00		-	3,391.00	100.00%	-	339.10
	RFI 1125 Stair Credit	Approved (not executed)	(479.00)	(479.00)	(479.00)		-	(479.00)	100.00%	-	(47.90)
	Hurricane Prep						-		#DIV/0!	-	-
	Ballroom						-		#DIV/0!	-	-
	T&M High Build Main Entry	Not issued	2,265.00	2,265.00	2,265.00		-	2,265.00	#DIV/0!	(2,265.00)	226.50
	ABS Split	Not issued	2,552.87	2,552.87	2,552.87		-	2,552.87	#DIV/0!	(2,552.87)	255.29
	T&M Repair Work (5/23-6/6)	Not issued	9,630.00	9,630.00	9,630.00		-	9,630.00	#DIV/0!	(9,630.00)	963.00
4							-				
5	Elevation North Materials		\$85,551.67	85,551.67	85,551.67		-	85,551.67	100.00%	-	8,555.17
6	Elevation North Labor		\$105,320.43	105,320.43	105,320.43		-	105,320.43	100.00%	-	10,532.04
7	Elevation EAST Materials		\$71,293.06	71,293.06	71,293.06		-	71,293.06	100.00%	-	7,129.31
14	Elevation EAST Labor		\$87,767.03	87,767.03	87,767.03		-	87,767.03	100.00%	-	8,776.70
15	Elevation SOUTH Materials		\$80,798.80	80,798.80	80,798.80		-	80,798.80	100.00%	-	8,079.88
16	Elevation SOUTH Labor		\$99,469.30	99,469.30	99,469.30		-	99,469.30	100.00%	-	9,946.93

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CONTINUATION SHEET

AIA DOCUMENT G703

Page 4 of 2

AIA Document G703, 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: 6/19/18
PERIOD TO: 6/30/18

HID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D+E+F)	THIS PERIOD (H - E)					
17	Elevation WEST Materials	\$68,916.62		68,916.62	68,916.62		-	68,916.62	100.00%	-	6,891.66
18	Elevation WEST Labor	\$84,841.46		84,841.46	84,841.46		-	84,841.46	100.00%	-	8,484.15
19	Courtyard Materials	\$49,905.14		49,905.14	49,905.14		-	49,905.14	100.00%	-	4,990.51
20	Courtyard Labor	\$61,436.92		61,436.92	61,436.92		-	61,436.92	100.00%	-	6,143.69
21	Scaffolding	\$66,207.66		66,207.66	66,207.66		-	66,207.66	100.00%	-	6,620.77
22				-			-	-		-	-
23				-			-	-		-	-
24				-			-	-		-	-
25				-			-	-		-	-
26				-			-	-		-	-
GRAND TOTALS		361,508.09	483,946.60	1,345,454.69	1,331,485.82	13,968.87	0.00	1,345,454.69	100.00%	0.00	134,545.47

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	6/19/2018
----------------	-----------

PRIME SUB'S NAME	Premier Exteriors LLC
Attachment for Pay Req #:	16
for Month Ending:	6/30/2018

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:
Capital Materials					YES	\$296,514.39	6/19/2018	1/31/2018	PARTIAL	
AM Metals					YES	\$9,983.83	6/19/2018	1/31/2018	PARTIAL	
Self Rental (United)					YES	\$12,592.80	6/19/2018	1/31/2018	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	
					YES NO				PARTIAL FINAL	
					YES NO				PARTIAL FINAL	

BP08F

Request for Payment

Subcontractor's Name	Strong Tower Consttuction, LLC	Pay Request #	11
Subcontractor's Address	dba KOCH CORPORATION	Work Performed Through:	06/30/18
	1131 Logan Street		
	Louisville KY 40204		
Phone Number	502-873-2116		
Fax Number			
Project Name:	Hotel at Marion Square	Job No.:	13026400
Owner:	Library Associates, LLC	Date:	06/14/18

Description of Work:	Storefront
Original Contract Amount	\$1,255,030.00
Change Order Total	\$42,753.33
Through C/O #: 0	
Total Revised Contract	\$1,297,783.33
Previous Work Performed to Date(SSR)	\$1,193,425.08
Value of Materials Stored On Site	\$0.00
Value of Materials Stored Off Site	\$0.00
Current Month Gross	\$19,834.05
New Work Performed to Date	\$1,213,259.13
Less 10 % Retainage	\$60,662.96
Net Earned to Date	\$1,152,596.17
Less Previous Net Billings	\$1,133,753.82
Less Adjustments/Joint Checks	\$0.00
Less Pending Back Charges	\$0.00
Total Amount this Requisition	\$18,842.34

Subcontract ☒	Purchase Order ☐
Other Contract Type	
Unit Price ☐	Lump Sum ☒
Bonded ☐	Unbonded ☒
Subguard ☐	Alternate Plan ☐
Contract Increased 20%?	Y ☐ N ☒
If yes, bond rider received	Y ☐ N ☐
EEO Reports Current	Y ☐ N ☐
Certified Payrolls Current	Y ☐ N ☐
Insurance Status	Finalized
Insurance Expiration Date	12/31/18
Release Attached	Y ☐ N ☐
Tier/Supplier Release	Y ☐ N ☐
If Required	
Reducing Retention	Y ☐ N ☐
If reducing retainage, reducing	From ☐ To ☒
Consent of Surety for retention	Y ☐ N ☐
reduction if bonded	
New materials stored off site	Y ☐ N ☒
If yes, attach stored materials checklist	
Final Payment	Y ☐ N ☒
If yes, see attached checklist	
Owner Billing Number	11
Owner Payment Rec'd Date:	
Payment Terms:	Pay When Paid
Pay Select #	

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
50540	3763924	13026400	541153
Date	Invoice #	Description	
06/30/18	13026400 - 11	13026400 . PE# 11 . 18.06	
Gross Amount		Retainage Amt	Net Amount
\$19,834.05		\$991.70	\$18,842.34
Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400 50840000 40	NO
Hall Codes: 02- OWNER FUNDING PM APPROVAL Owner Waiver-Signed			
Approvals: PM / Date CA 06/14/18 PA / Date APA / Date			

Barnhart Ballivor Beatty

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

PROJECT: HOTEL AT MARION SQUARE

APPLICATION NO: 11

PERIOD TO: 06/30/18

PROJECT NO: #13025000

FROM CONTRACTOR: Koeh Corporation 1131 Logan Street Louisville, KY 40204

VIA ARCHITECT:

Distribution to: ☒ 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 \$ 1,255,030.00
- 2. Net change by Change Orders \$ 42,753.33
- 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,297,783.33
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,213,259.13
- 5. RETAINAGE \$ 60,662.96
- 6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 1,152,596.17
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 1,133,753.32
- 8. CURRENT PAYMENT DUE \$ 18,842.34
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 145,187.16

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: Shane M. Engson Date: 6/6/18

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 \$ 18,842.34

(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.)

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	

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.

CONTINUATION SHEET

AIA DOCUMENT G703

Page 3 of 2

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
The subschedule below, amounts are stated to the nearest dollar.
Use Column 1 as Contract when variable retainage for fees does not apply.

APPLICATION NO: 57118
PERIOD TO: 5/31/18

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	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	Bond	18,285.00		18,285.00	18,285.00		-	18,285.00	100.00%	-	914.25
2	Submittals	5,000.00		5,000.00	5,000.00		-	5,000.00	100.00%	-	250.00
3	Mobilization / Distribution	40,000.00		40,000.00	38,000.00		-	38,000.00	95.00%	2,000.00	1,900.00
4	General Conditions	31,000.00		31,000.00	24,800.00	1,550.00	-	26,350.00	85.00%	4,650.00	1,317.50
5	Equipment Rental	10,000.00		10,000.00	9,000.00	500.00	-	9,500.00	95.00%	500.00	475.00
6	Punch List	25,100.00		25,100.00		12,550.00	-	12,550.00	50.00%	12,550.00	627.50
7	Clean up	8,900.00		8,900.00	8,010.00		-	8,010.00	90.00%	890.00	400.50
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%	-	75.50
13	Shop Drawings	2,265.00		2,265.00	2,265.00		-	2,265.00	100.00%	-	113.25
14	Prior to Shipment - Deposit	3,774.00		3,774.00	3,774.00		-	3,774.00	100.00%	-	188.70
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%	-	4,441.70
18	Shop Drawings	133,250.00		133,250.00	133,250.00		-	133,250.00	100.00%	-	6,662.50
19	Prior to Shipment - Deposit	222,084.00		222,084.00	222,084.00		-	222,084.00	100.00%	-	11,104.20
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%	-	5,030.80
23	Windows and Doors - Labor	37,742.00		37,742.00	33,987.80	1,887.10	-	35,854.90	95.00%	1,887.10	1,792.75
24	Glass	21,165.00		21,165.00	19,722.95	1,250.20	-	20,973.15	99.00%	211.85	1,048.66
25	Caulking	28,258.00		28,258.00	22,606.40		-	22,606.40	80.00%	5,651.60	1,130.32
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%	-	6,148.50
29	Windows and Doors - Labor	41,835.00		41,835.00	39,838.25	2,096.75	-	41,935.00	100.00%	-	2,096.75
30	Glass	23,530.00		23,530.00	23,530.00		-	23,530.00	100.00%	-	1,176.50
31	Caulking	31,398.00		31,398.00	25,118.40		-	25,118.40	80.00%	8,279.60	1,255.92
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%	-	558.95
35	Windows and Doors - Labor	4,194.00		4,194.00	4,194.00		-	4,194.00	100.00%	-	209.70

AIA DOCUMENT G703

Page 4 of 2

Contractor's signed certification is attached.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:

LOCATION NO:	10
ISSUE DATE:	5/1/18
PERIOD TO:	5/31/18

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D+E+F)	THIS PERIOD (F - E)					
36	Glass	2,354.00		2,354.00	2,354.00		-	2,354.00	100.00%	-	117.70
37	Caulking	3,140.00		3,140.00	3,140.00		-	3,140.00	100.00%	-	157.00
38											5%
39	WEST ELEVATION - 1ST FLOOR:										
40	Windows and Doors - Material	100,612.00		100,612.00	100,612.00		-	100,612.00	100.00%	-	5,030.60
41	Windows and Doors - Labor	37,742.00		37,742.00	37,742.00		-	37,742.00	100.00%	-	1,887.10
42	Glass	21,185.00		21,185.00	21,185.00		-	21,185.00	100.00%	-	1,059.25
43	Caulking	28,258.00		28,258.00	22,605.40		-	22,605.40	80.00%	5,551.60	1,130.32
44											
45	EAST ELEVATION - 1ST FLOOR:										
46	Windows and Doors - Material	22,358.00			22,358.00		-	22,358.00	#DN/01		1,117.90
47	Windows and Doors - Labor	8,387.00		8,387.00	8,387.00		-	8,387.00	100.00%	-	418.35
48	Glass	4,708.00		4,708.00	4,708.00		-	4,708.00	100.00%	-	235.40
49	Caulking	6,281.00		6,281.00	5,024.80		-	5,024.80	80.00%	1,256.20	251.24
50	Change Order #2		1,378.33	1,378.33	1,378.33			1,378.33	100.00%		68.92
51	Change Order #3		41,375.00	41,375.00	5,378.75			5,378.75	13.00%	35,996.25	268.94
	GRAND TOTALS	1,255,030.00	42,753.33	1,297,783.33	1,193,425.08	19,834.05	0.00	1,213,259.13	96.67%	84,524.20	60.60

TIER RELEASE SCHEDULE

[illegible]

**Balfour Beatty
Construction**

Exhibit F2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT
(Subcontractor/Vendor)

The undersigned, Hope's Windows Inc. ("Subcontractor"), pursuant to a
(Name of Subcontractor)
contract or agreement with Balfour Beatty Construction, LLC, ("BBC"), Koch
Corporation, 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, SC, and County of _____,
and is owned by Library Associates, LLC ("Owner").
(Name of Owner)

Subcontractor has been paid and received payment of \$ 668,131.00
(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 March, 2018 (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

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 1 day of June, 2018.

Hopie's Windows
(Company Name)

By: [Signature]

Its: Common

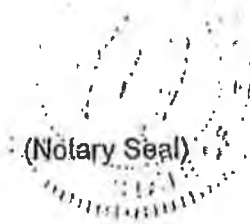
STATE OF New York

COUNTY OF Chautauqua

The foregoing instrument was signed, sealed and acknowledged before me this 1st day of June, 2018, 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: JOHN J. BUFFONE, #01800164180
Notary Public, State of New York
Qualified in Chautauque County
My Commission Expires Oct. 23, 2018



**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 \$ 18,842.34 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and Improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any Improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of Improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said Improvements, have been paid in full for work performed or materials supplied, up to and including the 30th day of June, 2018, 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 June, 2018

Signed, sealed and delivered
in the presence of:

a _____ corporation

Signature

Signature

Print Name

Print Name & Title

STATE OF Kentucky

COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 6th day of June, 2018, by Stacie M. Tennyson AR Manager 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.

Crystal Bostork
NOTARY PUBLIC, STATE OF Kentucky



3/12/22

BP04A

Request for Payment

Pay Request # **PE05**
Work Performed Through: **06/30/18**

Subcontractor's Name **Superior Stone of the Southeast**
Subcontractor's Address **2310 N. Brevard Street**
Charlotte NC 28208
704-333-9884
Phone Number **704-332-3920**
Fax Number

Project Name: **Hotel at Marion Square** Job No.: **13026400**
Owner: **Library Associates, LLC**

Date: **06/14/18**

Description of Work: **Stone**

Original Contract Amount	\$81,470.00
Change Order Total	\$514.00
Through CAO #: 0	
Total Revised Contract	\$81,984.00
Previous Work Performed to Date(SSR)	\$71,699.00
Value of Materials Stored On Site	\$0.00
Value of Materials Stored Off Site	\$0.00
Current Month Gross	\$10,285.00
New Work Performed to Date	\$81,984.00
Less 10% Retainage	\$8,198.40
Joint Earned to Date	\$73,785.60
Less Previous Net Billings	\$64,529.10
Less Adjustments/Joint Checks	\$0.00
Less Pending Back Charges	\$0.00
Total Amount this Requisition	\$9,256.50

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 **Finalized**
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 Consent of Surety for retention reduction if bonded **From** ☐ **To** ☒
Y ☐ **N** ☐
New materials stored off site **Y** ☐ **N** ☒
If yes, attach stored materials checklist

Final Payment **Y** ☐ **N** ☒
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	
06/30/18	13026400 - PE05	13026400 . PE# PE05 . 18.06	
Gross Amount	Retainage Amt	Net Amount	
\$10,285.00	\$514.25	\$9,256.50	
Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO			NO
Held Codes 02- OWNER FUNDING change order-\$514.00 PM APP owner waiver			

Approvals:

PM / Date

CA 06/14/18

PA / Date

APA / Date

Balfour Beatty
Construction

Request for Payment

Pay Request # 5
Work Performed Through: 06/30/18Subcontractor's Name Superior Stone of the Southeast
Subcontractor's Address 2310 N. Brevard Street
Charlotte, NC 28206
Phone Number 704-333-9884
Fax Number 704-332-3920Project Name: Hotel at Marion Square
Owner: Library Associates, LLCJob No.: 13026000Date: 06/12/18

Description of Work:

Stone

Original Contract Amount	<u>\$81,470.00</u>
Change Order Total	<u>\$514.00</u>
Through C/O #:	
Total Revised Contract	<u>\$81,984.00</u>
Value of Work Performed to Date	<u>\$81,984.00</u>
Value of Materials Stored On Site	
Value of Materials Stored Off Site	
Current Month (Stored Materials)	<u>\$0.00</u>
Total	<u>\$81,984.00</u>
Less Retainage	<u>\$8,198.40</u>
Amount Earned to Date	<u>\$73,785.60</u>
Less Previous Billings/Payments	<u>\$64,529.10</u>
Less Adjustments/Joint Checks	
Less Pending Back Charges	
Total Amount this Requisition	<u>\$9,256.50</u>

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	Y ☐	N ☐
If Required		
Reducing Retention	Y ☐	N ☐

If reducing retainage, reducing	From ☐	To ☐
Consent of Surety for retention	Y ☐	N ☐
reduction if bonded		
New materials stored off site	Y ☐	N ☐
If yes, attach stored materials checklist		

Final Payment	Y ☐	N ☐
If yes, see attached checklist		

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			
\$81,984.00		\$8,198.40		\$9,256.50			
Accrue Tax	Tax Code	Pay Item & Cost Code					
YES							
NO							
Hdb Codes <u>Owner Waiver</u>							

Totals:

PM / Date

PA / Date

APA / Date

Form 100-100 Pay App 15-18
Last Revision Date 3/2007 (Page 1 of 1)

APPLICATION

I AND CERTIFICATION FOR PAYMENT AIA DOC

MENT G702

(Instructions on reverse side)

PAGE 1

TO (OWNER): Balfour Beatty Construction
1930 Camden Road
Suite 280
Charlotte, NC 28203

PROJECT: Marion Square
13026000

APPLICATION NO: 6

PERIOD TO: 6/30/2018

Distribution to:
☐ OWNER
☐ ARCHITECT
☒ CONTRACTOR

FROM (CONTRACTOR): Superior Stone of the Southeast
2310 N. Brevard Street
Charlotte, NC 28206

CONTRACT FOR: Stone CONTRACT DATE: 3/1/2017

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL			
Approved this month	Date Approved		
Number			
TOTAL		\$0.00	\$0.00
Net change by Change Orders			

I, the undersigned Contractor, certify 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:



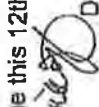
DATE: June 12, 2018

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 Contractor is entitled to payment of the AMOUNT CERTIFIED.

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.

1. ORIGINAL CONTRACT SUM \$ 81,470.00
2. Net change by Change Orders \$ 514.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 81,984.00
4. TOTAL COMPLETED & STORED TO DATE \$ 81,984.00
(Column G on G703)
5. RETAINAGE:
a. 10 % of Completed Work \$
(Column D+ E on G703)
b. 10 % of Stored Material \$
(Column F on G703)
Total Retainage (line 5a + 5b or Total in Column I of G703) \$
6. TOTAL EARNED LESS RETAINAGE \$ 81,984.00
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 73,785.60
8. CURRENT PAYMENT DUE \$ 8,198.40
9. BALANCE TO FINISH, PLUS RETAINAGE \$
(Line 3 less Line 6)

State of: North Carolina County of: Mecklenburg
Subscribed and sworn to before me this 12th day of June, 2018
Notary Public  B. WINECOFF
My commission expires: December 31, 2018
Mecklenburg County, North Carolina
AMOUNT CERTIFIED: \$ 8,198.40
(Attach explanation if amount certified differs from the amount applied for.)
ARCHITECT:

A. DOCUMENT G703 (Instructions on reverse side)

Page 2 of 2

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:

APPLICATION DATE: 06/12/18

PERIOD TO:

BALFOUR BEATTY/Marion Square

SUPERIOR STONE JOB #17-1003

A #	B DESCRIPTION OF WORK	C SCHEDULED VALUE		D WORK COMPLETED FROM PREVIOUS APPLICATION (D - E)		E THIS PERIOD		F MATERIALS PRESENTLY STORED (NOT IN (D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D - E - F)		H BALANCE TO FINISH (C - G)	I RETAINAGE
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	9,771.00				32,570.00	100%	0.00	3,257.00
3	Mobilization	5,700.00		5,700.00					5,700.00	100%	0.00	570.00
4	Samples/Submittals/ Administrative	2,500.00		2,500.00					2,500.00	100%	0.00	250.00
5	COR #1: Replaced chipped stone at lobby column	514.00			514.00				514.00	100%	0.00	51.40
		81,984.00		71,699.00	10,285.00			0.00	81,984.00	100%	0.00	8,198.40

AIA DOCUMENT G703 • APPLICATION AND CERTIFICATE FOR PAYMENT • MAY 1983 EDITION* © 1983

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

ELECTRONICALLY FILED - 2023 May 15 2:34 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108
 6861-6025

**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 \$9,256.50 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:

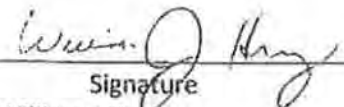
N/A

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 12th day of June 2018, excluding the items identified hereinabove, if any.

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

IN WITNESS THEREOF, I have hereunto set my hand seal this 12th day of June, 2018.

Signed, sealed and delivered
in the presence of:


Signature
William J Henning
Print Name

Superior Stone of the Southeast
a North Carolina corporation


Chris A Combis
Print Name & Title

STATE OF North Carolina

COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 12th day of June, 2018, by Chris A Combis, President 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.


NOTARY PUBLIC, STATE OF North Carolina

My Commission Expires: 12/15/18

CHARLENE B. WINECOFF
NOTARY PUBLIC
Mecklenburg County, North Carolina
My Commission Expires 12/15/2018

Job Name	Marlon Square
JOS #	13025000
Date Prepared:	5/12/2013
PRIME SUB'S NAME	Superior Stone
Attachment for Pay Req #:	51
for Month Ending:	16/10/2013

[illegible]

I hereby certify that all Subcontractors/Suppliers not for the referenced project are as listed above.

Pa. _____
Chris A. Goslin, President



SUPERIOR STONE

2310 N Brevard Street
Charlotte, NC 28206

INVOICE

Date	Invoice #
6/12/2018	7202

Bill To
Balfour Beatty Construction 1930 Camden Road Suite 280 Charlotte, NC 28203

Project	Job No.
Marion Square 13026000	17-1003

Description	Amount
Original Contract Amount: \$81,470.00	
Change Orders: 514.00	
Revised Contract Amount: 81,984.00	
Total Completed to Date: 81,984.00	
Less Retainage: 8,198.40	
Less Previous Billings: 64,529.10	
Amount Due This Billing:	9,256.50
Pay App #5	Total \$9,256.50

ELECTRONICALLY FILED - 2023 May 15 2:34 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

BP080

Test for Payment

Pay Request # 21
Work Performed Through: 06/30/18

Subcontractor's Name Cook & Boardman, LLC
Subcontractor's Address 9347 D. Ducks Lane, Ste A
Charlotte NC 28273
Phone Number _____
Fax Number _____

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 06/14/18
Owner: Library Associates, LLC

Description of Work: Doors & Hardware

Original Contract Amount	<u>\$1,502,448.00</u>	
Change Order Total	<u>\$316,442.76</u>	<u>GET BOND RIDER!!</u>
Through C/O #: <u>1</u>		
Total Revised Contract	<u>\$1,818,890.76</u>	
Previous Work Performed to Date(SSR)	<u>\$1,204,050.91</u>	
Value of Materials Stored On Site	<u>\$0.00</u>	
Value of Materials Stored Off Site	<u>\$0.00</u>	
Current Month Gross	<u>\$167,876.63</u>	
New Work Performed to Date	<u>\$1,371,927.54</u>	
Less <u>5 % Retainage</u>	<u>\$68,596.38</u>	
nt Earned to Date	<u>\$1,303,331.16</u>	
Less Previous Net Billings	<u>\$1,143,848.36</u>	
Less Adjustments/Joint Checks	<u>\$0.00</u>	
Less Pending Back Charges	<u>\$0.00</u>	
Total Amount this Requisition	<u>\$159,482.80</u>	

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 06/15/18
Release Attached Y ☐ N ☐
Tier/Supplier Release Y ☐ N ☐
If Required 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 Y ☐ N ☒
If yes, attach stored materials checklist
Final Payment Y ☐ N ☒
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	
06/30/18	13026400 - 21	13026400 . PE# 21 . 18.06	
Gross Amount	Retainage Amt	Net Amount	
\$167,876.63	\$137,182.75	\$159,482.80	
Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400 50810060 45	NO
HSR Codes	02- OWNER FUNDING PM Approval	lower tier waivers COI	

Approvals: _____ CA 06/14/18
PM / Date _____ PA / Date _____ APA / Date _____

Balfour Beatty
Construction**Request for Payment**Subcontractor's Name
Subcontractor's AddressCost & Boardman, LLC8347 D. Ducke Lane, Suite ACharlotte, NC 28273

Phone Number

704-334-8883

Fax Number

704-334-0388

Pay Request #

21

Work Performed Through:

6/13/2018

Project Name:

Hotel at Marion SquareJob No.: 13026000Date: 6/13/2015

Owner:

Wells Fargo**Description of Work:**Doors, Frames, Hardware

Original Contract Amount

\$1,502,448.00

Change Order Total

\$316,442.76

Through C/O #:

Total Revised Contract

\$1,818,890.76

Value of Work Performed to Date

\$1,371,927.54

Value of Materials Stored On Site

Value of Materials Stored Off Site

Current Month (Stored Materials)

Total

\$1,371,927.54Less 5 % Retainage\$68,596.38

Amount Earned to Date

\$1,303,331.16

Less Previous Billings/Payments

\$1,143,848.36

Less Adjustments/Joint Checks

Less Pending Back Charges

Total Amount this Requisition

\$159,482.80**For Balfour Beatty Use Only:**

CO #	Vendor #	Job #	Contract No.
Date	Invoice #	Description	
Gross Amount		Retainage Amt	Net Amount
\$1,371,927.54		\$68,596.38	\$159,482.80
Accrue Tax	Tax Code	Pay Item & Cost Code	
YES			
NO			
NAH Codes:			

Approvals

PM / Date

PA / Date

APA / Date

Subcontract ☐Purchase Order ☐**Other Contract Type**Unit Price ☐Lump Sum ☐Bonded ☐Unbonded ☐Subguard ☐Alternate Plan ☐

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

Contract 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 #

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (Contractor):
BALFOUR BEATTY CONSTRUCTION, LLC
1930 Camden Road, Suite 280
Charlotte, NC 28203

PROJECT: Hotel at Marlon Square

FROM (TRADE CONTRACTOR):
Cook & Boardman, LLC
9347 D. Ducks Lane, Ste A
Charlotte, NC 28273

VIA (Construction Contract):

CONTRACTOR'S APPLICATION FOR PAYMENT

CONTRACT FOR: Doors, Frames, Hardware, Toilet Accessories

CHANGE ORDER SUMMARY		DEDUCTIONS
Change Orders approved previous months by Owner	TOTAL	
Approved this Month		
No. Date Approved		
1 11/30/2015		-2,596.00
TOTALS	0.00	-2,596.00

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

CONTRACTOR:

By: *Jeanine Hill*

Date: 6/13/2018

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.

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

APPLICATION: 21 DISTRIBUTION TO:

PERIOD FROM 05/11/2018 OWNER
PERIOD TO: 06/13/2018 CONTRACTOR
ARCHITECT
TRADE CONTRACTOR

ARCHITECTS
PROJECTS NC 13026000

CONTRACT DATE: 5/13/2015

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

1. ORIGINAL CONTRACT SUM	\$	1,502,448.00
2. Net change by Change Orders	\$	318,442.76
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	1,818,890.76
4. TOTAL COMPLETED & STORED TO DATE (Column G)	\$	1,371,927.54

5. RETAINAGE:

a. 5 % of Completed Work \$ 88,596.38
(Column D + E)

b. 5 % of Stored Material \$
(Column F)

Total Retainage (Line 5a + 5b or

Total in Column I)

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	68,596.38
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	1,303,331.16

8. CURRENT PAYMENT DUE \$ 159,482.80

9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)
\$ 515,559.60

State of: North Carolina County of Mecklenburg
Subscribed and sworn to before me this 13th day of June, 2018, at
Notary Public: *[Signature]* ORI C PFAFF
Mecklenburg County
My commission expires: 8-1-22 AUGUST 01, 2022

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.

CONTINUATION SHEET

PAGE 2 OF 2 PAGES

PROJECT: Hotel at Marion Square

APPLICATION NUMBER: 21

APPLICATION DATE: 6/13/18

PERIOD TO: 6/13/18

ARCHITECT'S PROJECT NO: 13026000

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)						
1	Hollow Metal	100,963.53	100,963.53				100,963.53	0.00	5,048.18
2	Wood Doors	517,471.37	502,816.13				502,816.13	14,655.24	25,140.81
3	Hardware	635,894.54	431,495.95		167,876.63		599,372.59	36,521.95	29,988.63
4	Installation	189,140.00	128,610.60				128,610.60	60,529.40	6,430.53
5	Job Site Cleanup	2,587.20	0.00				0.00	2,587.20	0.00
6	Freight	26,342.40	0.00				0.00	26,342.40	0.00
7	Punchlist Items	30,048.96	0.00				0.00	30,048.96	0.00
	Change Order #1	-2,596.00	-2,596.00				-2,596.00	0.00	-129.80
	Change Order #2	0.00	0.00				0.00	0.00	0.00
	Change Order #3	-11,517.28	-11,517.28				-11,517.28	0.00	-575.86
	Change Order #4	38,745.30	38,745.30				38,745.30	0.00	1,937.27
	Change Order #5	2,638.73	2,638.73				2,638.73	0.00	131.94
	Change Order #6	2,046.87	2,046.87				2,046.87	0.00	102.34
	Change Order #7	228,221.03	10,847.07				10,847.07	217,373.96	542.35
	Change Order #8	3,793.29					0.00	3,793.29	0.00
	Change Order #9 & 10	20,091.08					0.00	20,091.08	0.00
	Change Order #11	20,737.42					0.00	20,737.42	0.00
	Change Order #12	14,282.32					0.00	14,282.32	0.00
	Total	1,818,890.76	1,204,050.91		167,876.63	0.00	1,371,927.54	446,963.22	68,596.38

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 \$ 159,482.80
(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 June 13, 2018 (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 13th day of June, 2018.

Cook & Boardman
(Company Name)

By: [Signature]

Its: Accounting Manager

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

The foregoing instrument was signed, sealed and acknowledged before me this 13th day of June, 2018, 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:

8-1-22

(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 Cook & Boardman (the "Lienor") for and in consideration of the payment of the sum of \$ 159,482.80 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 13th day of June, 2018, 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 June, 2018.

Signed, sealed and delivered
in the presence of:

Signature

Print Name

STATE OF North Carolina

COUNTY OF Mecklenburg

Cook & Boardman
a North Carolina corporation

Terri Hill

Signature

Terri Hill / Accounting Manager

Print Name & Title

The foregoing instrument was acknowledged before me this 13th day of June, 2018, by Terri Hill, Accounting Manager of Cook & Boardman, a North Carolina corporation on, on behalf of the corporation. He/she is personally known to me or has produced Personally Known (type of identification) as identification.

LORI C PFAFF
Notary Public, North Carolina
Mecklenburg County
My Commission Expires
August 01, 2022

Lori C Pfaff

NOTARY PUBLIC, STATE OF North Carolina

My Commission Expires:

8-1-22

Balfour Beatty Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Martin Square
Job #	13025000
Date Prepared:	8/13/2018
PRIME SUB'S NAME	Cook & Bond
Attachment for Pay Req #	21
for Month Ending	8/31/2018

A	B	C	D	E	F	G	H	I	J	K
Subcontractor/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? (Y/N)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has tier billed for work to date? select (Yes/No)	Cumulative dollar amount for billed for work to date	Tier's most recent invoice date 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 810-334-1234	Yes - PIT	NO	N/A		YES	\$12,723.00	4/27/2010	3/31/2010	PARTIAL	Item March 2010
Accurate Lock	No	No	N/A	No	YES	\$690.60	10/20/2016	1/15/2018	FINAL	
Arch. Ebers Supply	No	No	N/A	No	YES	\$9,084.20	9/12/2017	8/13/2018	PARTIAL	
Baldwin Hardware	No	No	N/A	No	YES	\$22,736.83	4/26/2018	8/13/2018	PARTIAL	
Coco	No	No	N/A	No	YES	\$78,960.65	3/19/2018	8/13/2018	PARTIAL	
Commercial Door & Hardware	No	No	N/A	No	YES	\$82,910.00	3/18/2018	8/13/2018	PARTIAL	
Custom Metal Products	No	No	N/A	No	YES	\$2,310.00	5/2/2017	8/13/2018	PARTIAL	
Eric Morris & Company	No	No	N/A	No	YES	\$14,803.30	1/23/2018	8/13/2018	PARTIAL	
Graham Mfg.	No	No	N/A	No	YES	\$8,974.12	6/14/2018	8/13/2018	PARTIAL	
Huger	No	No	N/A	No	YES	\$11,656.74	10/3/2017	8/13/2018	PARTIAL	
Henschell Entry Systems	No	No	N/A	No	YES	\$7,800.82	3/18/2018	8/13/2018	PARTIAL	
HMF Express	No	No	N/A	No	YES	\$43,363.00	4/17/2016	8/13/2018	PARTIAL	

L E Johnson	No	No	N/A	No	YES	\$63,678.69	9/28/2017	8/13/2018	PARTIAL		
LCN	No	No	N/A	No	YES	\$3,183.03	10/19/2017	8/13/2018	PARTIAL		
McKinney	No	No	N/A	No	YES	\$12,343.08	2/8/2018	8/13/2018	PARTIAL		
Penta	No	No	N/A	No	YES	\$23,465.40	3/10/2018	8/13/2018	PARTIAL		
Roston	No	No	N/A	No	YES	\$32,426.23	11/21/2017	8/13/2018	PARTIAL		
Rockwood	No	No	N/A	No	YES	\$15,333.32	2/13/2018	8/13/2018	PARTIAL		
Matman Company	No	No	N/A	No	YES	\$458,343.35	5/29/2018	8/13/2018	PARTIAL		
Timlox America	No	No	N/A	No	YES	\$459.02	1/22/2018	1/15/2018		FINAL	
Yale Security	No	No	N/A	No	YES	\$12,200.81	2/16/2018	8/13/2018	PARTIAL		
Sargent Manufacturing	No	No	N/A	No	YES	\$48,142.28	5/14/2018	8/13/2018	PARTIAL		
Asa Abloy Hospitality	No	No	N/A	No	YES	\$57,381.84	3/28/2018	8/13/2018	PARTIAL		
Rocky Mountain Hardware	No	No	N/A	No	YES	\$32,440.70	3/22/2018	8/13/2018	PARTIAL		

BP 69A

EXHIBIT G - APPLICATION FOR PAYMENT

Pay Request #: 24
Work Performed Through 06/30/18

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: 06/14/18
Owner:

Description of Work: Drywall, GFRG, FRP, Light Gauge Steel Roof Trusses & Ceilings

Original Contract Amount:	\$3,461,699.00
Change Order Total:	1,027,912.31
Through C/O#: 26	
Total Revised Contract	4,489,611.31
Value of Work Performed to Date	4,468,008.62
Value of Materials Stored On Site	00.00
Value of Materials Stored Off Site	00.00
Current Month (Stored Materials)	00.00
Total	4,468,008.62
Less 10.0000 % Retainage	446,801.06
Amount Earned to Date	4,021,207.56
Less Previous Billings/Payments	3,968,221.80
Less Adjustments/Joint Checks	00.00
Less Pending Back Charges	00.00
Total Amount this Requisition	52,985.76

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 ☐	
BBO Reports Current	Y ☐	N ☐	
Certified Payrolls Current	Y ☐	N ☐	
Insurance Status			
Insurance Expiration Date			
Release Attached	Y ☐	N ☐	
Tier/Supplier Release	Y ☐	N ☐	
If Required			
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	Y ☐	N ☐	
If yes, attach stored materials checklist			
Final Payment	Y ☐	N ☐	
If yes, see attached checklist			
Owner Billing Number			
Owner Payment Rec'd Date			
Payment Terms			
Pay Sheet #			

For Balfour Beatty Construction Use Only:				
CO #	Vendor #	Job #	Contract No.	
		13026000	012	
Date	Invoice #	Description		
Gross Amount	Retainage Amt	Net Amount		
Assess Tax	Tax Code	Pay Item & Cost Code		
Yes				
No				
Halt Codes:				
Approval:				
PM / Date		PA / Date		APA / Date

PAYMENT APPLICATION

TO:	Balfour Beatty Construction 406 S McDowell Street Suite 200 Raleigh, NC 27601 Attn: Tim Spano	PROJECT NAME AND LOCATION:	14-1278 Hotel @ Marion Square 404 King Street Charleston, SC 29403
FROM:	Precision Walls Inc. 7317 Peppermill Pkwy N. Charleston, SC 29418	ARCHITECT:	
APPLICATION #	for 14-1278	Distribution to:	
PERIOD THRU:	30-JUN-18	☐ OWNER	
PROJECT #'S:		☐ ARCHITECT	
PO #:		☒ CONTRACTOR	
DATE OF CONTRACT:	15-APR-15		

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	\$1,027,912.31
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$4,489,611.31
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$4,468,008.62
5. RETAINAGE:	
a. % of Completed Work (Column D + E on Continuation Page)	\$446,801.06
b. % of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$446,801.06
7. LESS PREVIOUS APPLICATIONS	\$4,021,207.56
8. PAYMENT DUE	\$3,969,221.80
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$52,985.76
	\$468,403.75

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months	\$967,812.11	\$11,690.14
Total approved this month	\$50,187.65	\$0.00
TOTALS	\$1,017,999.76	\$11,690.14
NET CHANGES	\$1,006,309.62	

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: [Signature] Date: 6/18/16

State of: SC

County of: Charleston

Subscribed and sworn to before

me this

18 day of June 2016

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.

CONTINUATION PAGE

Precision Walls Inc.

Payment Application containing Contractor's signature is attached.

PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION # for 14-1278
DATE OF APPLICATION: 18-JUN-18
PERIOD THRU: 30-JUN-18
PROJECT #'S:

A	A1	B	C		D	E	F	G		H	I	
ITEM #	CODE	WORK DESCRIPTION	GC Ref#	RCO#	SCHEDULED AMOUNT	COMPLETED WORK		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)
						AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					

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	12,356.76	3,485.24		15,842.00	100%	0.00	1,584.20
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	63,549.08	1,296.92		64,846.00	100%	0.00	6,484.60
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	4,632.00	0.00		4,632.00	100%	0.00	463.20
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	23,587.62	481.38		24,069.00	100%	0.00	2,406.91
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	54,022.00	0.00		54,022.00	100%	0.00	5,402.20
122		2nd Floor Drywall Assembly - Labor			74,018.00	72,536.62	1,480.38		74,018.00	100%	0.00	7,401.82
123		2nd Floor ACT - Material			24,763.00	24,763.00	0.00		24,763.00	100%	0.00	2,476.30

CONTINUATION PAGE

Payment Application containing Contractor's signature is attached.

PROJECT: 14-1278

Hotel @ Marion Square

APPLICATION #: for 14-1278

DATE OF APPLICATION: 18-JUN-18

PERIOD THRU: 30-JUN-18

Precision Walls Inc.

A	A1	B	C	D		E	F	G	H	I	
				COMPLETED WORK							
ITEM #	CODE	WORK DESCRIPTION	GC Ref#	RCO#	SCHEDULED AMOUNT	AMOUNT PREVIOUS PERIODS	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	16,505.16	338.84	16,842.00	100%	0.00	1,684.20
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	29,015.84	592.16	29,608.00	100%	0.00	2,960.80
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	135,420.00	0.00	135,420.00	100%	0.00	13,542.00
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	135,420.00	0.00	135,420.00	100%	0.00	13,542.00
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	135,420.00	0.00	135,420.00	100%	0.00	13,542.00
141		6th Floor Framing - Material			60,285.00	60,285.00	0.00	60,285.00	100%	0.00	6,028.51
142		6th Floor Framing - Labor			68,300.00	68,300.00	0.00	68,300.00	100%	0.00	6,830.00
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	59,552.00	0.00	59,552.00	100%	0.00	5,955.20
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	68,300.00	0.00	68,300.00	100%	0.00	6,830.00
147		7th Floor Drywall Assembly - Material			50,110.00	50,110.00	0.00	50,110.00	100%	0.00	5,011.00
148		7th Floor Drywall Assembly - Labor			59,552.00	59,552.00	0.00	59,552.00	100%	0.00	5,955.20
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	68,300.00	0.00	68,300.00	100%	0.00	6,830.00

CONTINUATION PAGE

Payment Application containing Contractor's signature is attached.

PROJECT: 14-1278
Hotel @ Marlon Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 18-JUN-18
PERIOD THRU: 30-JUN-18

Precision Walls Inc.

A	A1	B	WORK DESCRIPTION	GC Ref#	RCO#	C	COMPLETED WORK		F	G	% COMP. (G / C)	BALANCE TO COMPLETION (C - G)	I
							AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
ITEM #	CODE					SCHEDULED AMOUNT			STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)			RETAINAGE (If Variable)
151		8th Floor Drywall Assembly - Material				50,110.00	50,110.00	0.00		50,110.00	100%	0.00	5,011.00
152		8th Floor Drywall Assembly - Labor				59,552.00	59,552.00	0.00		59,552.00	100%	0.00	5,955.20
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	5,570.00	0.00		5,570.00	100%	0.00	557.00
156		Roof Terrace Drywall Assembly - Labor				10,250.00	9,737.50	512.50		10,250.00	100%	0.00	1,025.00
157		Roof Terrace Truss Package Material				196,782.00	196,782.00	0.00		196,782.00	100%	0.00	19,578.20
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	9,500.00	500.00		10,000.00	100%	0.00	1,000.00
161		GRG Dome/Plaster Material				88,200.00	88,200.00	0.00		88,200.00	100%	0.00	8,820.00
162		GRG Dome/Plaster 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	80,000.00	0.00		80,000.00	100%	0.00	8,000.00
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	3,453,013.58	8,685.42		3,461,699.00	100%	0.00	346,170.04
		SUB TOTAL				3,461,699.00	3,453,013.58	8,685.42		3,461,699.00	100%	0.00	346,170.04

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				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				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				0.00		4,550.00	100%	0.00	455.00

CONTINUATION PAGE

Precision Walls Inc.

Payment Application containing Contractor's signature is attached.

PROJECT: 14-1278
Hotel @ Marlon Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 18-JUN-18
PERIOD THRU: 30-JUN-18

A ITEM #	A1 CODE	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % COMP. (G / C)	I BALANCE TO COMPLETION (C - G)	J RETAINAGE (If Variable)
				AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
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 8/28/16 - 8/26/18	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 (8" 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	3,685.00	3,685.00	0.00		3,685.00	100%	0.00	368.50
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-18108 - 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 8th Floor Elevator Shafts with Tyvek Provided By Others for Temp Dry In and Infill 6 Windows	986.00	986.00	0.00		986.00	100%	0.00	96.60

CONTINUATION PAGE

Precision Walls Inc.

Payment Application containing Contractor's signature is attached.

PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 18-JUN-18
PERIOD THRU: 30-JUN-18

A ITEM #	A1 CODE	B WORK DESCRIPTION	C GC Ref# RCO#	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H BALANCE TO COMPLETION (C - G)	I RETAINAGE (if Variable)
				AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD				
19		CO-18127 - Re-Install Exterior Wall Rigid Insulation and Z-Furring after it was removed by others on levels 3 & 4		1,890.00	0.00		1,890.00	0.00	189.00
20		CO-18129 - Remove/replace drywall and adjust pocket doors in mock up rooms 309 and 311. Premium time for Saturday Only.		1,470.00	0.00		1,470.00	0.00	147.00
21		CO-18253 - Re-frame and hang around windows in room 235 due to damage Extra Work Order 3/8/17		592.00	0.00		592.00	0.00	59.20
22		CO-18254 - Box out around pipes that did not fall in the plane of fire walls on 2nd floor Extra Work Order 3/13/17		921.00	0.00		921.00	0.00	92.10
23		CO-17154 - MOD 4 Drawing Revisions		25,511.00	0.00		25,511.00	0.00	2,551.10
24		CO-17426 - RFI 0405 - Roof Modifications		10,695.00	0.00		10,695.00	0.00	1,069.50
25		CO-17427 - RFI 0149 - Roof Truss Revision Clarifications		9,039.00	0.00		9,039.00	0.00	903.90
26		CO-16687 - Hotel @ Marion Square - Quarry Cast Reduced Scope Formglas Rev J		226,010.66	12,556.15		238,566.81	12,556.19	23,856.71
27		CO-18205 - Installation of Plaster Ceilings Per ID 502 and ID 504 - MATERIAL COST ONLY		34,796.00	0.00		34,796.00	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	0.00		2,575.75	0.00	257.58
29		CO-18397 - CO 17413 / BBC Change Order 5 Adjustment		-963.00	0.00		-963.00	0.00	-96.30
30		CO-17808 - MOD 2 Drawing Revisions - REVISED		7,821.00	0.00		7,821.00	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	0.00		128,340.00	0.00	12,834.00

CONTINUATION PAGE

Precision Walls Inc.

Payment Application containing Contractor's signature is attached.

PROJECT: 14-1278
Hotel @ Marlon Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 18-JUN-18
PERIOD THRU: 30-JUN-18

A ITEM #	A1 CODE	B WORK DESCRIPTION	GC Ref#	RCO#	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H BALANCE TO COMPLETION (C - G)	I RETAINAGE (If Variable)
						AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD				
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	0.00	235.90
33		CO-17264 - MOD 5 Drawing Revisions			19,405.00	19,405.00	0.00		19,405.00	0.00	1,940.51
34		CO-18318 - SI 39 - Pattiserie Wall Changes			1,840.00	1,840.00	0.00		1,840.00	0.00	184.00
35		CO-18429 - SI 41 Boardroom Revisions			1,821.00	1,821.00	0.00		1,821.00	0.00	182.10
36		CO-18430 - SI 41 Prefunction Revisions			2,188.00	2,188.00	0.00		2,188.00	0.00	218.80
37		CO-18417 - SI 39 - Guestroom Patching			1,060.00	1,060.00	0.00		1,060.00	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	0.00	253.80
39		CO-18471 - Spa Retail Revisions			4,466.00	4,466.00	0.00		4,466.00	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	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	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	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	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	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	0.00	397.70
46		CO-17804 - Revised Exterior Mock Up Work			15,879.00	15,879.00	0.00		15,879.00	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	0.00	249.60
48		CO-18237 - Repair Damaged/Removed Rigid Insulation & Drywall L4 & L5 Extra Work Order 3/12/17			3,436.00	3,436.00	0.00		3,436.00	0.00	343.60

CONTINUATION PAGE

Precision Wells Inc.

Payment Application containing Contractor's signature is attached.

PROJECT: 14-1278
Hotel @ Marlon Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 18-JUN-18
PERIOD THRU: 30-JUN-18

A ITEM #	A1 CODE	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % COMP. (G / C)	I BALANCE TO COMPLETION (C - G)	J RETAINAGE (If Variable)
				AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
49		CO-18349 - SI 39 - Stair 4 Wall Revisions	6,371.00	6,371.00	0.00		6,371.00	100%	0.00	637.10
50		CO-18414 - SI 40 and SI 41R Revisions	6,876.00	6,876.00	0.00		6,876.00	100%	0.00	687.60
51		CO-18569 - Installation of Plaster Ceilings Per ID 502 and ID 504 - Installation COST ONLY	19,825.00	19,825.00	0.00		19,825.00	100%	0.00	1,982.50
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-18806 - 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	37,713.00	37,713.00	0.00		37,713.00	100%	0.00	3,771.31
56		CO-18033 - MOD 8 Drawing Revisions Including RFI 0785 Ceiling Height Modifications	29,868.00	29,868.00	0.00		29,868.00	100%	0.00	2,986.80
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 prefuction 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

CONTINUATION PAGE

Payment Application containing Contractor's signature is attached.

PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 18-JUN-18
PERIOD THRU: 30-JUN-18

Precision Walls Inc.

A ITEM #	A1 CODE	B WORK DESCRIPTION	GC Ref#	RCO#	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H BALANCE TO COMPLETION (C - G)	I RETAINAGE (If Variable)
						AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD				
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	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	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	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	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	0.00	65.10
67		CO-18476 - Add structural studs to joists at 8th 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	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	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	0.00	160.88
70		CO-18480 - RFI 0976 Lower Upper Dining soffits			1,501.00	1,501.00	0.00		1,501.00	0.00	150.10
71		CO-18481 - Repair Drywall Damages at 3rd floor Extra Work Orders Date 5/6/17 - 6/21/17			8,019.00	8,019.00	0.00		8,019.00	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	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	0.00	343.40

CONTINUATION PAGE

Precision Walls Inc.

Payment Application containing Contractor's signature is attached.

PROJECT: 14-1276
Hotel @ Marion Square

APPLICATION #: for 14-1276
DATE OF APPLICATION: 18-JUN-18
PERIOD THRU: 30-JUN-18

A ITEM #	A1 CODE	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % COMP. (G / C)	I BALANCE TO COMPLETION (C - G)	J RETAINAGE (If Variable)
				AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
74		CO-18487 - Repair damaged rigid insulation and drywall due to electricians Extra Work Orders 6/14/17 & 6/19/17	580.00	580.00	0.00		580.00	100%	0.00	58.00
75		CO-18843 - Shower Niche Back Charge from Watson	-4,815.14	-4,815.14	0.00		-4,815.14	100%	0.00	-481.51
76		CO-18810 - SI 48 Revisions - 2nd Floor Shower Revision Only	4,997.00	4,997.00	0.00		4,997.00	100%	0.00	499.70
77		CO-18570 - RFI 1063 - Operable Wall at PTB Soffit Framing	4,986.00	4,986.00	0.00		4,986.00	100%	0.00	498.60
78		CO-18702 - Repair Water Damaged Drywall & Insulation Work Orders Dated 9/20/17 through 10/13/17	2,745.00	2,745.00	0.00		2,745.00	100%	0.00	274.50
79		CO-18472 - RFI 0999 - Patisserie Door Frame Charge Back Charge to BBC NO OHP	1,233.00	1,233.00	0.00		1,233.00	100%	0.00	123.30
80		CO-18706 - 37 More Plaster Ceiling Panels - MATERIAL ONLY	3,819.20	3,819.20	0.00		3,819.20	100%	0.00	381.92
81		CO-18590 - SI 54 - Managers Apartment Ceiling Revisions ONLY	4,631.00	4,631.00	0.00		4,631.00	100%	0.00	463.10
82		CO-18645 - RFI 1025 - Fire Damper Relocation in room 533	1,016.00	1,016.00	0.00		1,016.00	100%	0.00	101.60
83		CO-18646 - Boardroom Entry Pricing Request	1,418.00	1,418.00	0.00		1,418.00	100%	0.00	141.80
84		CO-18677 - 1st Floor Alcove Soffit Drop per Alec Dooley	1,919.00	1,919.00	0.00		1,919.00	100%	0.00	191.90
85		CO-18687 - RFI 1068 - Camellias Bar Wall Framing	1,250.00	1,250.00	0.00		1,250.00	100%	0.00	125.00
86		CO-18368 - Flush out gap above bathroom soffit and barrel vault ceiling per BBC	3,686.00	3,686.00	0.00		3,686.00	100%	0.00	368.60
87		CO-18426 - RFI 0922 Added Bulkhead to Conceal Sprinkler Pipe in room 435	974.00	974.00	0.00		974.00	100%	0.00	97.40
88		CO-18591 - RFI 1070 - Added Soffit in Room 510	938.00	938.00	0.00		938.00	100%	0.00	93.80
89		CO-18673 - RFI 1121 - Added Soffits and Column Fur Out in 719	1,549.00	1,549.00	0.00		1,549.00	100%	0.00	154.90

CONTINUATION PAGE

Payment Application containing Contractor's signature is attached.

PROJECT: 14-1278

Hotel @ Marion Square

APPLICATION #: for 14-1278

DATE OF APPLICATION: 18-JUN-18

PERIOD THRU: 30-JUN-18

Precision Wells Inc.

A ITEM #	A1 CODE	B WORK DESCRIPTION	GC Ref#	RCO#	C SCHEDULED AMOUNT		D COMPLETED WORK AMOUNT PREVIOUS PERIODS		E AMOUNT THIS PERIOD	F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % COMP. (G / C)	I BALANCE TO COMPLETION (C - G)	J RETAINAGE (If Variable)
90		CO-18694 - Furnish and Install FRP in 6th floor food prep			2,531.00	2,531.00	0.00	0.00	0.00		2,531.00	100%	0.00	253.10
91		CO-18724 - RF1 1133 - L9 Pricing Request for Added Access Panels and Door Frame			3,544.00	3,544.00	0.00	0.00	0.00		3,544.00	100%	0.00	354.40
92		CO-18401 - MSH Plang Grid Issue 436 Repair Damages to Pattiserie Ceiling Framing			377.00	377.00	0.00	0.00	0.00		377.00	100%	0.00	37.70
93		CO-18425 - RF1 0968 - Shaftwall Ceiling at 8th Floor Elevator Equipment Room			2,078.00	2,078.00	0.00	0.00	0.00		2,078.00	100%	0.00	207.80
94		CO-18518 - Sprinkler Patching Extra Work Orders 8/23/17 - 7/5/17			1,588.00	1,588.00	0.00	0.00	0.00		1,588.00	100%	0.00	158.80
95		CO-18551 - Sprinkler Patching Extra Work Orders 7/11/17 - 7/17/17			1,343.00	1,343.00	0.00	0.00	0.00		1,343.00	100%	0.00	134.30
96		CO-18552 - Mechanical Patching/Repair Extra Work Orders 7/10/17 - 7/17/18			2,233.00	2,233.00	0.00	0.00	0.00		2,233.00	100%	0.00	223.30
97		CO-18553 - Electrical Patching Extra Work Orders 8/5/17 - 8/22/17			1,204.00	1,204.00	0.00	0.00	0.00		1,204.00	100%	0.00	120.40
98		CO-18607 - Mechanical Patching/Repair Extra Work Orders 8/5/17 - 8/22/17			1,763.00	1,763.00	0.00	0.00	0.00		1,763.00	100%	0.00	176.30
99		CO-18723 - Lower Ceiling in Room 400K - See BIM Item MJ-0135			252.00	252.00	0.00	0.00	0.00		252.00	100%	0.00	25.20
100		CO-18725 - Electrical Patching Extra Work Orders 9/14/17 - 12/4/17			2,435.00	2,435.00	0.00	0.00	0.00		2,435.00	100%	0.00	243.50
101		CO-18726 - Mechanical Patching/Repair Extra Work Orders 8/30/17 - 12/5/17			5,015.00	5,015.00	0.00	0.00	0.00		5,015.00	100%	0.00	501.50
102		CO-18727 - Sprinkler Patching Extra Work Orders 8/30/17 & 9/20/17			418.00	418.00	0.00	0.00	0.00		418.00	100%	0.00	41.80
103		CO-18752 - RF1 1166 - Rooflop Pantry Kitchen Hood Height			1,400.00	1,400.00	0.00	0.00	0.00		1,400.00	100%	0.00	140.00
104		CO-18315 - Large Cornice Revisions Due to Baker Roofing Changes After Approved Submittals			7,749.00	7,749.00	0.00	0.00	0.00		7,749.00	100%	0.00	774.90
105		CO-18550 - Install Plywood on 3rd Floor Terrace Per BBC Request - See Extra Work Order dated 7/13/17			2,058.00	2,058.00	0.00	0.00	0.00		2,058.00	100%	0.00	205.80

Precision Walls Inc.

PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 18-JUN-18
PERIOD THRU: 30-JUN-18

Supp. R. 2821

CONTINUATION PAGE

Payment Application containing Contractor's signature is attached.

PROJECT: 14-1278
Hotel @ Manton Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 18-JUN-18
PERIOD THRU: 30-JUN-18

Precision Walls Inc.

A ITEM #	A1 CODE	B WORK DESCRIPTION	GC Ref#	RCO#	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % COMP. (G / C)	I BALANCE TO COMPLETION (C - G)	J RETAINAGE (If Variable)
						AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
124		CO-18825 - CDD 2 Work - 5/2/18 thru 5/14/18			9,075.00	9,075.00	0.00		9,075.00	100%	0.00	907.50
10001		CO-18831 - CDD 8 - 5/17/18 Managers Apartment			843.00	0.00	843.00		843.00	100%	0.00	84.30
10002		CO-18832 - CDD 7 - 5/16/18 thru 5/17/18 Private Dining Work			759.00	0.00	759.00		759.00	100%	0.00	75.90
10003		CO-18833 - CDD 2 Work - 5/5/18 thru 5/25/18			16,034.00	0.00	16,034.00		16,034.00	100%	0.00	1,603.40
10004		CO-18826 - CDD 17 Work - 5/31/18 thru 6/5/18			2,235.00	0.00	2,235.00		2,235.00	100%	0.00	223.50
10005		CO-18869 - CDD 8 Work - 6/5/18 thru 6/11/18			4,905.00	0.00	4,905.00		4,905.00	100%	0.00	490.50
10006		CO-18860 - CDD 7 Work - 6/5/18 thru 6/8/18			2,396.00	0.00	2,396.00		2,396.00	100%	0.00	239.60
		Group Sub Total			1,027,912.31	956,121.97	50,187.65		1,006,309.62	98%	21,602.69	100,631.02
		SUB TOTAL			1,027,912.31	956,121.97	50,187.65		1,006,309.62	98%	21,602.69	100,631.02
		FINAL TOTAL			\$4,469,811.31	\$4,408,135.55	\$68,873.07		\$4,469,008.62	100%	\$21,802.69	\$446,801.08

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

KNOW ALL MEN BY THESE PRESENTS:

That Precision Walls Inc (the "Lienor") for and in consideration of the payment of the sum of \$ 52,985.76 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 30 day of June 20, 18, 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 UNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 18 day of June.

Signed, sealed and delivered

in the presence of:

Brenda Brown

Signature

Brenda Brown

Print Name

Precision Walls Inc.

a S corporation

[Signature]

Signature

[Signature]

Print Name & Title

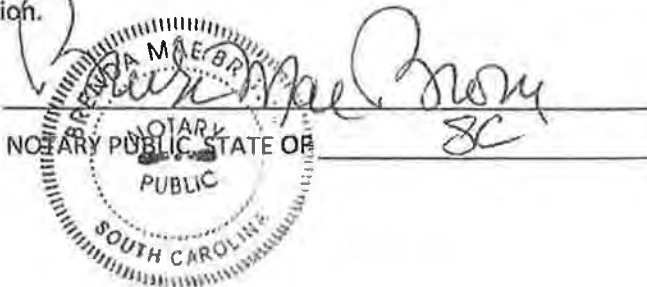
STATE OF SC

COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 18 day of June, 2018 by Tray Morgan GM of PWI a S corporation on, on behalf of the corporation. He/she is personally known to me or has produced ID (type of identification) as identification.

My Commission Expires:

8/19/2024



Balfour Beatty Construction

Reference	Date	Description	Status	Job #	Amount	Approved	14-1278
14278-01-100	APR-15-15	Hotel @ Mission Square	Approved		3,461,689.00		3,461,689.00
CO-16431-15	MAR-31-15	Change Order 1 - wood ramp, bio office building, and mock up rendering	Approved		11,902.00		10,711.00
CO-16442	MAR-31-15	CO 2 - ebb for ebb changes and ramp	Approved		1,182.00		1,083.00
CO-16443	MAR-31-15	CO 3 - plywood screen wall at king street	Approved		4,580.00		4,083.00
CO-16857	AUG-04-16	Hotel @ Mission Square - Quarry Cast Poured Scope Forging Plan J	Approved		251,123.00		214,710.10
CO-16862	MAY-25-15	RFA 479 / 438 - client wall type changes and additions	Valid		0.00		0.00
CO-16867	JUN-10-16	Team Change Order Template (Master)	Open	730	0.00		0.00
CO-16868	JUN-10-16	RFI 16 - Bad Size and Gauging - Change 162nd Floor to 20g at 24" OC	Valid		0.00		0.00
CO-17100	JUL-06-16	RFI 0808 - Guestroom ASPT Ceiling Height - Add Drill to Corridor Pipe	Valid		0.00		0.00
CO-17125	JUL-06-16	MOD 1 Change	Approved		18,937.00		18,937.00
CO-17154	JUL-15-16	MOD 4 Drawing Revision	Approved		28,911.00		28,911.00
CO-17264	AUG-04-16	MOD 5 Drawing Revision	Approved		15,405.00		16,405.00
CO-17269	AUG-04-16	Install 78" 20g Hot Channels at all entry where drywall is there direct to PT slab / Crnd back	Valid		0.00		0.00
CO-17261	AUG-04-16	Install 80" Gypsum Board Sheathing Form at 1st Floor Great Pool for Mosaic per BSC Request	Approved		6,245.00		4,720.00
CO-17265	AUG-10-16	RFI-449 - Interior Wall Requirements for Mounting Stone	Valid		0.00		0.00
CO-17269	AUG-10-16	Mission Square Hotel - In Wall Blocking Proposed	Valid		0.00		0.00
CO-17413	SEP-07-16	Temp Wall T&M Work from RFI 416 - 8/24/16	Approved		0.00		0.00
CO-17425	SEP-08-16	MOD 2 Revisions - VOIDED SEE REVISED	Valid		0.00		0.00
CO-17426	SEP-08-16	RFI 0405 - Roof Truss Revision Clarifications	Approved		10,685.00		10,685.00
CO-17427	SEP-08-16	RFI 0149 - Roof Truss Revision Clarifications	Approved		9,099.00		9,099.00
CO-17428	SEP-08-16	RFI 0016 - Change Ramp Wall to Wall Type D4 and Crnd Facing & Drywall Shown on Contract Documents	Approved		6,880.00		6,182.00
CO-17462	SEP-15-16	MOD 6 Drawing Revision	Approved		30,480.00		27,114.00
CO-17550	SEP-15-16	MOD 7 Drawing Revision	Approved		37,713.00		33,941.00
CO-17578	SEP-27-16	Onsite Model Room Revisions per Owner/BSC Request	Pending		7,844.00		0.00
CO-17672	SEP-29-16	Onsite Model Room Blocking per BSC request and attached T&M sheets	Approved	629	2,613.00		1,811.20
CO-17678	SEP-29-16	RFI 0714 Entry Way South Wall at Rooms 644, 744, & 844	Valid		0.00		0.00
CO-17689	OCT-12-16	90 Day Structure Delay Cast Impacts - Extended End Date from 8/17/17 - 10/24/17	Pending	614	143,278.00		0.00
CO-17691	OCT-17-16	90 photos of last stripping for BSC (8" 18g 10' sides)	Approved		500.00		450.00
CO-17691	OCT-17-16	BSC Onsite Office/Conference Room T&M Work 9/14/16 - 9/15/16	Approved		5,240.00		4,724.10
CO-17760	OCT-25-16	Change Drywall Construction to Plaster to achieve 1 hour fire rating at curved walls in Corridor Lounge	Valid		0.00		0.00
CO-17663	NOV-14-16	Re-configuration walls to self hollow metal door frames in the hallways after walls were framed, taping, and finished per project schedule	Pending	661	1,600.00		0.00
CO-17664	NOV-14-16	Revised Escalator Mock Up Work	Approved		16,070.00		14,281.10
CO-17665	NOV-14-16	MOD 2 Drawing Revisions - REVISED	Approved		7,821.00		7,088.00
CO-17665	NOV-14-16	Onsite Mock Up Demo	Valid		0.00		0.00
CO-17665	NOV-14-16	Level 3 Finish MO Anticrest Book	Valid		0.00		0.00
CO-17665	NOV-14-16	Finishing / Sheathing at Guest Hotel Rooms 2 through 5 10/26/16 - 10/27/16	Approved		3,688.00		3,208.58
CO-17665	NOV-14-16	RFI 0738 Pool Deck Slab Revision	Approved		4,441.00		3,888.00
CO-17665	NOV-22-16	Remove and Replace Drywall at Private Dining 147 due to design changes	Approved		2,350.00		2,123.10
CO-17665	NOV-22-16	RFI 0777 Pump Room Wall Type change from block to CS	Approved		2,699.00		2,423.10
CO-17665	DEC-01-16	SD Floor Deck Height 4'-4" over specified height in contract documents	Valid		0.00		0.00
CO-17665	DEC-01-16	RFI 0708 - Add 6 Access Panels (not for doors 3-5 for Fire Stairs) Damper	Pending		2,191.00		0.00
CO-17665	DEC-01-16	Model Room 8 Revisions - Add (2) GRC Slabs per S&R-41	Approved	840	2,488.00		2,488.00
CO-17665	DEC-01-16	RFI 0705 - Guestroom Floor Finish Height Indenting Floors 1 & 2	Valid		0.00		0.00
CO-17665	DEC-01-16	Contract Alternative to Add 22g Decking and Pour Stop Angles at Pool Deck Only	Approved		44,000.00		38,600.00
CO-17665	JAN-06-17	RFI 0683 - Box out pipe penetrations in south wall of master bedroom 2410	Valid		0.00		0.00
CO-17665	JAN-06-17	RFI 0684 - Extend Wall Out for 4" Storm Drain Pipe on 2nd Floor	Valid		0.00		0.00
CO-17665	JAN-06-17	ASB 18 Revisions	Approved		3,601.00		3,240.90
CO-17665	JAN-11-17	Standard Revision - Outside Bathroom Columns	Approved		-915.00		-823.50
CO-17665	JAN-11-17	Add GRC ceiling shapes over all tub locations on all rooms floors per Model Room 8 revisions	Valid		0.00		0.00
CO-17665	JAN-12-17	MOD 8 Drawing Revisions including RFI 0705 Ceiling Height Modifications	Approved		29,888.00		26,688.00
CO-17665	JAN-12-17	Add 171 Drywall donut business over all tub locations on all rooms floors per Model Room 8	Approved		128,340.00		115,508.00

CO-18082	JAN-27-17	revisions Provide later ONLY to install 17th product door frame with	Vold		0.00	0.00	0.00
CO-18074	JAN-31-17	Guard Installation RFP	Vold		0.00	0.00	0.00
CO-18068	FEB-07-17	RFP-0718 RFP Material Upgrade Cost	Vold		0.00	0.00	0.00
CO-18106	FEB-08-17	RFP-0828 Shower Cub Details	Approved		22,294.00	11,683.00	
CO-18112	FEB-08-17	Return Trip to Frame Out Openings for Light Fixtures Not Identified and Laid Out Prior to Framing Callings on 1 & 2	Pending	434	5,672.00	0.00	0.00
CO-18128	FEB-14-17	RFP-0800 Level 3-4 Ceiling Issues	Vold		0.00	0.00	0.00
CO-18127	FEB-14-17	Re-install Exterior Wall Right Insulation and Z-	Approved		1,890.00	1,890.00	1,701.00
CO-18126	FEB-14-17	Leak to Temp in 9th Floor Elevator Shaft with Tyvek Provided by Others for Temp Dry In and Ins	Approved		960.00	960.00	860.40
CO-18129	FEB-14-17	8 Windows Remove/replace drywall and adjust prebid down in mock up rooms 300 and 311. Provision time for Staircase Only.	Approved		1,470.00	1,470.00	1,220.00
CO-18108	MAR-03-17	RFP-0800 Shower Niche	Vold		0.00	0.00	0.00
CO-18109	MAR-13-17	RFP 0819 - Queue Room C3 Modifications	Pending	462	2,413.00	0.00	0.00
CO-18202	MAR-13-17	Schedule Compression, Scheduling, and Acceleration Costs As A Result of Schedule Update 19 Compared to the 14 Schedule	Open	462	188,943.00	0.00	0.00
CO-18203	MAR-14-17	SI 34 Electrical Patching	Pending	461	904.00	0.00	0.00
CO-18205	MAR-15-17	Installation of Plaster Collage Per ID 502 and ID 504 - MATERIAL COST ONLY	Approved		34,780.00	31,318.00	
CO-18222	MAR-20-17	SI 36 RT Owner Change Electrical Levels 3-6	Approved		15,548.39	15,063.55	
CO-18228	MAR-22-17	Add Framing and Drywall Over Fireproofing for Ceiling Gold Attachment 2nd Floor Kitchen	Pending	433	940.00	0.00	0.00
CO-18238	MAR-27-17	Repair 2nd Floor Chase Wall Extra Work Order 318117	Approved		0.00	0.00	0.00
CO-18237	MAR-27-17	Frames Out by 2nd Floor Curtain Pictures Extra Work Order 317417	Approved		400.00	400.00	365.40
CO-18237	MAR-27-17	Repair Damaged/Removed Right Insulation & Drywall L4 & L5 Extra Work Order 3172017	Approved		3,430.00	3,092.40	
CO-18239	MAR-28-17	Reissue Consider 2007A Ceiling Extra Work Order 322917	Approved		373.94	373.94	339.58
CO-18240	MAR-28-17	REMOVED Added Reissue Room Work at 2nd Floor Records Extra Work Order 322217 & 324117	Approved		1,893.00	1,893.00	1,514.70
CO-18252	MAR-31-17	Repair Damages to 2nd Floor Overhead Inspection Extra Work Order 318117	Approved		1,620.00	1,620.00	1,400.00
CO-18253	MAR-31-17	Re-frame and bring around windows in room 235 due to damage Extra Work Order 318117	Approved		592.00	592.00	522.58
CO-18254	MAR-31-17	Box out around pipes that did not fall in the plans of 5th walls on 2nd floor Extra Work Order 313117	Approved		921.00	921.00	820.50
CO-18259	MAR-31-17	Frame out for ducts not laid out on L5 Extra Work Order 318117	Pending	444	1,005.00	0.00	0.00
CO-18255	MAR-31-17	3rd Floor Deck Slab Patching Extra Work Order 318117	Pending	444	600.00	0.00	0.00
CO-18259	APR-03-17	Damage and Re-build Exterior & Roof System Due to Storm Using Built Top High	Approved		2,573.75	2,573.75	2,316.17
CO-18267	APR-13-17	Re-Framing Ceiling for Lights Not Laid out in Rooms	Pending	432	700.00	0.00	0.00
CO-18268	APR-12-17	221, 200A, 223, and 208A Extra Work Order 322917	Pending	432	420.00	0.00	0.00
CO-18269	APR-12-17	Extra Work Orders to add framing at 5th Floor Louvers due to Heights Changing	Pending	432	2,100.00	0.00	0.00
CO-18301	APR-12-17	Lower Balbs in Upper Dining Room due to low deck with Extra Work Order 322917	Pending	432	1,637.00	0.00	0.00
CO-18302	APR-12-17	Re-Framing Balbs at windows of posttension on 2nd floor and add drywall patching Extra Work Order	Approved		483.00	483.00	434.70
CO-18303	APR-12-17	Plan Gold Issue 8243 Replace Insulation and re-laying drywall that was removed due to water changes in 221B	Approved		654.00	654.00	588.80
CO-18307	APR-12-17	Plan Gold Issue 8221 Vision Balconies & Balz	Pending	432	760.00	0.00	0.00
CO-18308	APR-12-17	Plan Gold Issue 8288 Install Fire Rated Box Out for pipes out of plane of wall in Chute 226	Pending	432	1,135.00	0.00	0.00
CO-18315	APR-19-17	Plan Gold Issue 8227 Install metal stud wall for wall at electrical box in vestibule 225V	Pending	432	390.00	0.00	0.00
CO-18316	APR-19-17	Large Corridor Revisions Due to Baker Roofing Changes After Approved Submittals	Approved		7,740.00	7,740.00	6,974.10
CO-18317	APR-19-17	SI 30 - Private Dining Revisions	Vold		0.00	0.00	0.00
CO-18318	APR-19-17	SI 30 - Lobby Ceiling Demolish for L12 Lights (4 each)	Vold		0.00	0.00	0.00
CO-18319	APR-19-17	SI 30 - Posture Wall Changes	Approved		1,840.00	1,840.00	1,660.00
CO-18320	APR-19-17	SI 30 - Vestibule 200 Changes	Vold		0.00	0.00	0.00
CO-18348	APR-27-17	SI 30 - Spa Wall Changes	Vold		0.00	0.00	0.00
CO-18349	APR-27-17	SI 30 - Concierge Changes	Vold		0.00	0.00	0.00
CO-18348	APR-28-17	SI 30 - Bath 4 Wall Revisions	Vold		0.00	0.00	0.00
CO-18368	MAY-15-17	Lower Balbs at Private Dining and Server	Approved		9,371.00	9,371.00	8,783.90
CO-18367	MAY-15-17	SI 38 - B24 Wall and Door Frame Change	Vold		0.00	0.00	0.00
CO-18368	MAY-15-17	Push out gap above balcony with and barrel vault ceiling per BBC	Approved		2,031.00	2,031.00	1,827.80
CO-18367	MAY-15-17	CO 17413 / BBC Change Order 5 Adjustment	Approved		3,690.00	3,690.00	3,317.40
CO-18401	MAY-18-17	MOB Plant Gold Issue 433 Replace Damages in Posttension Ceiling Framing	Approved		-803.00	-803.00	-688.70
CO-18402	MAY-23-17	MOO 4 Drawing Revisions CAPP with revisions	Vold		377.00	377.00	339.30

CO-18464	MAY-23-17	Re-work 2nd floor bathroom windows due to masonry issues. Extra Work Order 422017	Approved	304.67	594.67	941.39
CO-18465	MAY-23-17	Rapid Lobby Ceiling Due to Water Damage. Extra Work Order 422017	Approved	315.00	215.00	263.30
CO-18466	MAY-23-17	Peeling and various issues on the 4th Floor Elevator Work Orders 417117 thru 411117	Approved	9,922.00	9,922.00	8,652.00
CO-18467	MAY-24-17	Kitchen Drywall Repairs ONLY Extra Work Order Dates 415117 thru 420017	Approved	1,185.00	1,185.00	1,075.50
CO-18468	MAY-24-17	SI 1215 Bathroom RCP Conflict with Data	Approved	4,517.00	4,517.00	4,065.39
CO-18469	MAY-25-17	SI 40 and SI 41R Reworks	Approved	8,870.00	8,870.00	8,183.46
CO-18470	MAY-25-17	SI 39 - Gaslines Peeling	Approved	1,080.00	1,080.00	954.00
CO-18471	JUN-01-17	Add Framing and Drywall to Lobby South Outside of Caselles Lounge due to concrete beam width	Pending	1,820.00	0.00	0.00
CO-18472	JUN-01-17	RFI 1874 Guestroom 318 and 418 North Height	Open	1,161.00	0.00	0.00
CO-18473	JUN-01-17	New Wall Behind Concierge Desk per Email from BBC	Void	0.00	0.00	0.00
CO-18474	JUN-01-17	RFI 1880 - Structural Ceiling of 8th Floor Elevator Enclosed Room	Approved	2,670.00	2,670.00	1,878.20
CO-18475	JUN-01-17	RFI 1822 Added Bulbs to Corridor Sprinkler Pipe to room 609	Approved	874.00	874.00	878.00
CO-18476	JUN-01-17	RFI 1840 Pocket Door Opening Reworked in Room 605	Open	2,762.00	0.00	0.00
CO-18477	JUN-06-17	SI 38 - Reception Ceiling, Demolish for LVD Lights (4 each)	Void	0.00	0.00	0.00
CO-18478	JUN-06-17	SI 41 Boardroom Reworks	Approved	1,821.00	1,821.00	1,638.50
CO-18479	JUN-06-17	SI 41 Pedestrian Reworks	Approved	2,180.00	2,180.00	1,968.20
CO-18480	JUN-06-17	SI 48R1 Parking	Void	0.00	0.00	0.00
CO-18481	JUN-06-17	Credit LE Finish in Guestroom Corridor Levels 3-6	Void	0.00	0.00	0.00
CO-18482	JUN-14-17	MSH Cabin - Cost Estimate For Schedule Delay from Start of Contract Through April 30th, 2017	Pending	590,850.00	0.00	0.00
CO-18483	JUN-14-17	Kitchen Added Subheads Extra Work Order Dates 415117 thru 420017	Approved	651.00	651.00	585.50
CO-18484	JUN-20-17	RFI 1891 - ADA Bathroom Control Valve Locations	Approved	2,530.00	2,530.00	2,294.20
CO-18485	JUN-20-17	SI 48 Reworks	Void	0.00	0.00	0.00
CO-18486	JUN-27-17	Open Retail Reworks	Void	0.00	0.00	0.00
CO-18487	JUN-28-17	RFI 1899 - Pathways Door Frame Change Back Change to BECC NO OHP	Approved	4,488.00	4,488.00	4,018.40
CO-18488	JUN-28-17	Add structural studs to joists at 9th floor elevators	Approved	1,233.00	1,233.00	1,108.70
CO-18489	JUN-28-17	Re-work Extra Work Order Dates 414117 - 419117	Approved	1,410.00	1,410.00	1,268.00
CO-18490	JUN-28-17	Add Wall Inert alarm on phone at door 6012 to pass detector inspection Extra Work Order Dates 416117	Approved	284.00	284.00	264.50
CO-18491	JUN-28-17	Repair Drywall Damages at 1st Floor BOH Corridor	Approved	1,890.00	1,890.00	1,447.32
CO-18492	JUN-28-17	Extra Work Order Date 417117 - 421117	Approved	3,977.00	3,977.00	3,670.30
CO-18493	JUN-28-17	RFI 1878 Lower Upper Dining Seals	Approved	1,501.00	1,501.00	1,360.00
CO-18494	JUN-28-17	Repair Drywall Damages at 3rd floor Extra Work Order Dates 416117 - 421117	Approved	8,018.00	8,018.00	7,217.19
CO-18495	JUL-05-17	Repair Damaged Framing on 1st Extra Work Order 419117	Approved	1,288.00	1,288.00	1,188.40
CO-18496	JUL-05-17	SI 49 Reworks	Void	0.00	0.00	0.00
CO-18497	JUL-05-17	Add Bricks to Corridor Ceiling Water Pans in 437 Extra Work Order Date 416117	Pending	347.00	0.00	0.00
CO-18498	JUL-05-17	Hang back drywall where Weston took down to run fan and BACC raised pipes at 4th handers Extra Work Order Date 421117	Approved	3,434.00	3,434.00	3,090.00
CO-18499	JUL-05-17	Repair damaged Appl foundation and drywall due to electrical Extra Work Order 414117 & 416117	Approved	590.00	590.00	522.80
CO-18500	JUL-05-17	Peel back drywall removed by Weston, Placo, and MCC to center for section Work Order 420117 & 42117	Pending	1,271.00	0.00	0.00
CO-18501	JUL-17-17	SI 51 - Peeling	Void	0.00	0.00	0.00
CO-18502	JUL-17-17	RFI 1909 - Remove and Reinstall Door Frames RTWRW & RTWRW	Pending	1,176.00	0.00	0.00
CO-18503	JUL-17-17	Repair Water Damaged Drywall & Insulation Work Order Date 415117 - 728117	Approved	2,867.00	2,867.00	2,590.39
CO-18504	JUL-18-17	Sprinkler Peeling Extra Work Order 420117 - 728117	Approved	1,588.00	1,588.00	1,429.20
CO-18505	JUL-18-17	Mechanical Peeling Extra Work Order 421117 - 728117	Pending	878.00	0.00	0.00
CO-18506	JUL-18-17	Electrical Peeling Extra Work Order 422117 - 728117	Approved	1,033.00	1,033.00	933.70
CO-18507	JUL-25-17	RFI 1931 Bathroom Ceiling High Gas Lights Inspects	Void	0.00	0.00	0.00
CO-18508	JUL-27-17	Demol and Re-Build West Wall of Fitness Room in PE Electrical	Void	0.00	0.00	0.00
CO-18509	JUL-27-17	Re-Framing Pedestals Ceiling due to Reworked Layout	Open	1,588.00	0.00	0.00
CO-18510	JUL-27-17	1st Windows in Foyer at Stairs 1 & 2 where Details on 318 show the window exposed	Pending	1,711.00	0.00	0.00
CO-18511	JUL-27-17	Repair Water Damaged Drywall & Insulation Work Order Dates 417117 - 712017	Approved	3,462.00	3,462.00	3,100.60
CO-18512	JUL-28-17	Install Plywood on 3rd Floor Terrace Per BGC	Approved	2,688.00	2,688.00	1,832.20
CO-18513	JUL-28-17	Request - See Extra Work Order dated 713117	Approved	1,343.00	1,343.00	1,208.70
CO-18514	JUL-28-17	Sprinkler Peeling Extra Work Order 711117 - 717117	Approved	2,233.00	2,233.00	2,008.70
CO-18515	JUL-28-17	Mechanical Peeling/Rapid Extra Work Order 710117 - 717117	Approved	1,204.00	1,204.00	1,093.60
CO-18516	AUG-07-17	Electrical Peeling Extra Work Order 419117 -	Approved	19,825.00	19,825.00	17,842.50
CO-18517	AUG-07-17	Insulation of Plaster Ceiling Per ID 002 and ID 304 - Installation COSET ONLY	Approved	4,988.00	4,988.00	4,487.40
CO-18518	AUG-07-17	RFI 1933 - Operable Wall at PTB South Facing	Approved			

CO-18677	AUG-11-17	RFI 1024 - 8th Floor Court Scaffolding at Stairwells	Void	0.00	0.00	0.00
CO-18680	AUG-22-17	SI 64 - Managers Apartment Ceiling Remedial ONLY	Approved	4,631.00	4,631.00	4,182.00
CO-18691	AUG-28-17	RFI 1078 - Added Scaff in Room 510	Approved	530.00	530.00	944.00
CO-18699	AUG-29-17	RFI 0688 - Add Furred Wall at DF Rooms Levels 3-5 in Keep Alignment with Adjacent Above	Void	0.00	0.00	0.00
CO-18808	AUG-31-17	Repair Water Damaged Drywall & Insulation Work Orders 85017	Approved	323.00	323.00	290.70
CO-18607	AUG-31-17	Mechanical Patching/Repair Extra Work Orders 85017 - 852317	Approved	1,763.00	1,763.00	1,980.70
CO-18688	AUG-31-17	RFI 1004 - Changes in rooms 315, 415, & 515	Pending	0.00	0.00	0.00
CO-18693	SEP-05-17	SI 48 Rework - 2nd Floor Shower Remedial Only	Approved	6,483.00	6,483.00	4,987.20
CO-18623	SEP-06-17	Repair Water Damaged Drywall & Insulation Work Orders Dated 8/28/17	Approved	4,987.20	4,987.20	4,987.20
CO-18626	SEP-09-17	Demo, shore up, and re-install elevator tracks on levels 3-5	Approved	645.00	645.00	650.50
CO-18635	SEP-09-17	SI 64 - Manager's Apartment Furred Wall and Drywall Patching	Approved	6,182.00	6,182.00	5,628.80
CO-18636	SEP-19-17	Shower Niche Book Change from Webcor	Approved	0.00	0.00	0.00
CO-18633	SEP-19-17	Hurricane Irma Chain Request	Approved	-4,515.14	-4,515.14	-4,533.83
CO-18644	SEP-26-17	RFI 1025 - Five Disruptive Relocations in rooms 623	Pending	1,680.00	1,680.00	0.00
CO-18643	SEP-27-17	Overhead Entry Picking Request	Approved	1,916.00	1,916.00	914.40
CO-18628	SEP-27-17	Items with QRMS-240 Change Order Request Rooms 345, 445, & 545	Approved	1,418.00	1,418.00	1,278.20
CO-18647	SEP-28-17	RFI 1026 - Added Scaff to 039	Void	0.00	0.00	0.00
CO-18646	OCT-05-17	RFI 1026 - Added Scaff to 039	Void	0.00	0.00	0.00
CO-18672	OCT-18-17	RFI 1121 - Added Scaff and Columns Per Ord in 719	Pending	804.00	804.00	0.00
CO-18674	OCT-18-17	RFI 1020 - Guestroom 803 TV Wall Conflict	Approved	1,548.00	1,548.00	1,364.10
CO-18674	OCT-18-17	RFI 1122 - Linear Storage Ceiling Heights	Pending	3,182.00	3,182.00	0.00
CO-18673	OCT-18-17	1st Floor Above Scaff Drop per Alex Donley	Approved	0.00	0.00	0.00
CO-18678	OCT-18-17	RFI 1120 - Splitter Location in 703	Approved	1,916.00	1,916.00	1,777.10
CO-18634	OCT-31-17	Penalty and Install P99 in 8th floor fiscal jump	Void	0.00	0.00	0.00
CO-18638	OCT-31-17	Credit 6th Floor Plaster P99	Approved	2,531.00	2,531.00	2,277.50
CO-18687	NOV-03-17	RFI 1028 - Cartridges for Wall Framing	Void	0.00	0.00	0.00
CO-18701	NOV-08-17	SI 57 Changes	Approved	1,280.00	1,280.00	1,025.00
CO-18702	NOV-08-17	Repair Water Damaged Drywall & Insulation Work Orders Dated 8/28/17 through 10/13/17	Open	6,410.00	6,410.00	0.00
CO-18703	NOV-08-17	Verify Opening Requests Per Many Date Specifications Levels 3-5	Approved	2,745.00	2,745.00	2,478.50
CO-18705	NOV-09-17	37 Mono Plaster Ceiling Panels - MATERIAL ONLY	Pending	14,728.00	14,728.00	0.00
CO-18709	NOV-14-17	Framing and Sheathing Adjustments at 3rd Floor Terrace Gable Ends	Approved	3,919.20	3,919.20	3,427.20
CO-18702	NOV-14-17	Re-configuration costs for lighting, flooring, and finishing that could not be completed due to Hoops	Approved	1,957.50	1,957.50	1,770.15
CO-18706	NOV-14-17	Window or other noise, window installation	Pending	18,765.00	18,765.00	0.00
CO-18722	DEC-05-17	RFI 0685 - Room 535 Closed Relocation	Pending	747.00	747.00	0.00
CO-18723	DEC-05-17	Linear Ceiling in Room 489K - One 200 Item MJ- 0153	Approved	252.00	252.00	258.50
CO-18724	DEC-05-17	RFI 1120 - L3 Pricing Request for Added Access Panels and Door Frame	Approved	3,944.00	3,944.00	3,169.00
CO-18726	DEC-05-17	Electrical Patching/Repair Extra Work Orders 814171 - 125417	Approved	2,435.00	2,435.00	2,191.50
CO-18728	DEC-05-17	Mechanical Patching/Repair Extra Work Orders 820017 - 125617	Approved	9,016.00	9,016.00	4,913.50
CO-18727	DEC-05-17	Sprinkler Patching Extra Work Orders 820017 & 822017	Approved	418.00	418.00	378.20
CO-18749	DEC-14-17	Use Epoxy to Completely Connect Joints of FRP Columns Per B&R Request	Pending	0.00	0.00	0.00
CO-18748	DEC-14-17	RFI 1186 - Rework Plaster Patching Head Height	Approved	3,105.00	3,105.00	0.00
CO-18752	DEC-26-17	SI 58 - Revised Mechanical Openings in Load Bearing Walls	Void	1,400.00	1,400.00	1,260.00
CO-18769	DEC-26-17	Committed Sprinkler Head Patching	Void	0.00	0.00	0.00
CO-18768	DEC-26-17	RFI 1128 - Linear Storage Ceiling Height with ACT vertical brackets	Void	0.00	0.00	0.00
CO-18767	JAN-05-18	Added Air duct to bathroom room and the bar - levels 3 through 5	Void	0.00	0.00	0.00
CO-18790	JAN-11-18	RFI 0628 Budget Changes to Rooms 515	Void	0.00	0.00	0.00
CO-18791	JAN-12-18	RFI 0628 Budget Changes to Rooms 515	Open	1,537.00	1,537.00	0.00
CO-18794	JAN-15-18	Add Wall in Rooms 601, 701, & 801	Open	3,413.00	3,413.00	0.00
CO-18795	JAN-15-18	Correspondence 130 - Costs for Hammering, Shoring, and Re-Clustering Furred/Elevator Framings and Elevator Lobby Framing Materials to Jobsite	Void	0.00	0.00	0.00
CO-18796	JAN-20-18	Due to Schedule Change	Open	587.00	587.00	0.00
CO-18798	JAN-20-18	Added drywall at 3rd-5 windows with 6d	Open	1,413.00	1,413.00	1,271.75
CO-18810	FEB-09-18	Penalty and Install FRP at Roof Top (per 120- 893.3.63)	Open	2,570.00	2,570.00	0.00
CO-18820	FEB-19-18	Replace Drywall with Plywood At Roof Top per B&C Request	Void	0.00	0.00	0.00
CO-18828	FEB-22-18	3 Half Round Columns at 3rd Floor Terrace Obstruct due to Meek Up Reworking in Place	Void	0.00	0.00	0.00
CO-18848	MAR-07-18	When Door Pocket Adjustments	Approved	2,575.00	2,575.00	2,321.10
CO-18848	MAR-07-18	RFI 1180 - Added Drywall at VFCU's in Room rooms levels 3-5	Open	2,760.00	2,760.00	0.00
CO-18851	MAR-15-18	Items 143 & 343 & Item 30241 calling together	Approved	6,680.00	6,680.00	6,017.50
CO-18852	MAR-15-18	Added Quarrycast FRP Veneer Panels & Custom	Approved	18,083.00	18,083.00	6,141.85
		Plasters at Foyer Naves Door Jambed per B&C Request				
CO-18853	APR-02-18	CO 72 - CDD 4 Work 323119 & 322718	Approved	1,305.00	1,305.00	1,172.75
CO-18866	APR-03-18	CO 72 - CDD 5 Work 302118, 302818, 302718	Approved	2,482.00	2,482.00	2,233.80

CO-18886	APR-04-18	Electrical Patching Extra Work Order 822017 - 751717 add term junction boxed CO 888	Open	75	888.00	0.00	0.00
CO-18887	APR-04-18	SI 16 Rinkman - 2nd Floor Shower Ventilation Only DELETE SCOPE	Approved		-4,987.00	-4,987.00	
CO-18888	APR-05-18	Repair Lobby Ceiling Due to Water Damage and Three Extra Work Order 225018	Pending	74	140.00	0.00	0.00
CO-18889	APR-05-18	Fire watch MOPFP penetrations left uncovered by others - See Extra Work Order 250018	Pending	74	210.00	0.00	0.00
CO-18890	APR-05-18	LAM-4 Repairs - See Extra Work Order from 3/5/18 & 3/1/19	Pending	74	630.00	0.00	0.00
CO-18891	APR-05-18	Sparker Patching - Extra Work Order 224118 & 205018	Pending	74	630.00	0.00	0.00
CO-18892	APR-05-18	Electrical Patching Extra Work Order 220117, 290118, 225018	Pending	74	740.00	0.00	0.00
CO-18893	APR-05-18	Repair Ceiling in Entry of Lobby 309 & 311 - World Plaza Remount - Extra Work Order 417118	Pending	74	294.00	0.00	0.00
CO-18894	APR-05-18	Coupler Damage Repair Extra Work Order 225018, 216118, 222018	Pending	74	480.00	0.00	0.00
CO-18895	APR-05-18	Verify Opening Repairs 222117 - 371318	Pending	74	10,071.00	0.00	0.00
CO-18896	APR-05-18	CO 72 - COO 4 Work 410118	Approved		2,729.00	2,729.00	2,658.10
CO-18897	APR-05-18	CO 72 - COO 4 Work 410118	Approved		671.00	671.00	603.00
CO-18898	APR-20-18	Re-Frame the Rear Elevator Lobby Walk-Calling to Accommodate Elevator Doors	Approved		670.00	670.00	780.00
CO-18899	APR-20-18	COO 2 Work 420118	Approved		3,095.00	3,095.00	2,771.40
CO-18900	APR-20-18	COO 10 Work - 577118 Item 571118	Approved		862.00	862.00	863.00
CO-18901	MAY-15-18	COO 6 Work - 428118 Item 50118	Approved		2,557.00	2,557.00	2,205.00
CO-18902	MAY-15-18	COO 2 Work - 527118 Item 574118	Approved		2,659.00	2,659.00	2,544.10
CO-18903	MAY-15-18	COO 17 Work - 501118 Item 582118	Approved		5,076.00	5,076.00	5,167.50
CO-18904	MAY-30-18	COO 8 - 571718 Manager Apartment	Approved		2,238.00	2,238.00	2,011.50
CO-18905	MAY-30-18	COO 7 - 571718 Item 571718 Private Dining Work	Approved		943.00	943.00	782.70
CO-18906	MAY-30-18	COO 2 Work - 587118 Item 525018	Approved		759.00	759.00	683.10
CO-18907	MAY-30-18	EMO 417118 - Install screen panel in main	Approved		16,034.00	16,034.00	14,530.00
CO-18908	MAY-30-18	medium on 2nd floor per BSC request	Pending	19	248.00	0.00	0.00
CO-18909	MAY-30-18	EMO 325018 - Repair 7th floor window wall damage	Pending	19	945.00	0.00	0.00
CO-18910	MAY-30-18	EMO 371618 - Patch and Bercault work doors on 3-8	Pending	19	430.00	0.00	0.00
CO-18911	MAY-31-18	EMO 423118 - Rubinate walls on the outer side of each main level 1 per BSC direction	Pending	18	580.00	0.00	0.00
CO-18912	MAY-31-18	EMO 524118 - Replace damaged POP panel on 1st floor	Pending	18	281.00	0.00	0.00
CO-18913	MAY-31-18	Electrical Patching Extra Work Order 225018 Item 586118	Pending	18	388.00	0.00	0.00
CO-18914	MAY-31-18	Mechanical Patching/Repair Extra Work Order 471918 Item 552118	Pending	18	430.00	0.00	0.00
CO-18915	JUN-11-18	COO 8 Work - 805118 Item 871118	Approved		4,955.00	4,955.00	4,414.50
CO-18916	JUN-11-18	COO 7 Work - 859118 Item 871118	Approved		2,388.00	2,388.00	2,188.40
CO-18917	JUN-12-18	Relocate lead heating vent on level 8 to accommodate wheel chair ramp	Pending	6	3,250.00	0.00	0.00
CO-18918		Contract Status Summary					
CO-18919		Original Contract			3,491,889.00		3,116,538.90
CO-18920		Approved COs			1,027,812.31		880,673.00
CO-18921		Current Contract			4,499,811.31		4,821,287.50
CO-18922		Pending			780,582.00		0.00
CO-18923		Open			211,944.00		0.00
CO-18924		Void			0.00		0.00
CO-18925		Current Contract (Open/Pending)			5,477,115.31		4,821,287.50

Run on: June 16, 2018 7:26 AM

Open Issues and Changes in Scope Not Listed Above:
 Issues with all rainwater openings and steel stairs being out of square
 Molded drywall from water damage
 Open extra work orders signed by BSC staff
 Overlapping construction 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
 Any issues pertaining to the gymnasium, veranda, valves, or rough openings
 Any open/ongoing construction change effective work not billed and or paid

Balfour Beatty Construction

TIER RELEASE SCHEDULE

Job Name: Hotel at Marion Square
Job #: 13026000

Date Prepared: 6/14/2018

PRIME SUB'S NAME: Precision Walls Inc.
Attachment for Pay Rec #: 24
for Month Ending: 6/30/2018

A	B	C	D	E	F	G	H	I	J	K
Subcontractor/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?(NTN) (Yes/No)	Date NTN Filed:	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)	Cumulative dollar amount 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:
CA Construction 6425 Dupont Dr. Apt 28 Charlotte, NC 28217	NO	NO	N/A		YES	\$6,928.80	1/11/2018	4/20/2018	PARTIAL	FINAL
Acoustic Eng. Co of Florida 2011 Cross Beam Dr Charlotte, NC 28217	No	NO	N/A		YES	\$69,339.00	4/3/2018	4/30/2018	PARTIAL	FINAL
Truss Link, Inc. 250 Gallantry Dr Irmo, SC 29063	No	Yes	8/11/2015		YES	\$288,106.00	9/5/2017	9/30/2017	PARTIAL	FINAL
Ram Trac PO Box 343487 Atlanta GA 30374 205-413-8716	NO	NO	N/A		YES	\$11,717.58	11/28/2017	12/31/2018	PARTIAL	FINAL
CK Supply PO Box 415421, Boston, MA 02241 943-787-5942	NO	NO	N/A		YES	\$1,019,203.99	5/31/2018	6/12/18	PARTIAL	FINAL
New Hope Drywall LLC 715 Cheekwood Pl Charlotte, NC 28217	NO	NO	N/A		YES	\$808,107.78	5/14/2018	6/15/18	PARTIAL	FINAL
AGS 1 LLC 308 Raymond Drive Ladson, SC 29455	NO	NO	N/A		YES	\$52,455.76	3/6/2017	3/7/2017	PARTIAL	FINAL
Hidalgo Drywall 2433 Bengal Road N. Charleston, SC 29408	YES	NO	N/A		YES	\$205,795.00	6/6/2018	6/15/18	PARTIAL	FINAL
Kenseal Construction Products PO Box 418189 Boston, MA	No	NO	N/A		YES	\$45,215.66	7/25/2017	9/26/2017	PARTIAL	FINAL
G & Z Drywall LLP 105 Dew Avenue Goose Creek, SC 29445	No	NO	N/A		YES	\$99,662.80	5/5/2017	5/16/2017	PARTIAL	FINAL
Moderford - Precision Walls 7317 Popplemont Parkway N. Charleston SC 29418	Yes	NO	N/A		YES			PWI Waiver	PARTIAL	FINAL

Balfour Beatty
Construction

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned,

Hidalgo

(Subcontractor/Vendor)

, pursuant to a contract or agreement with:

Balfour Beatty Construction, LLC

, ("BBC"),

Precision Walls Inc.

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")

which is located at

(Name or Description of Project)

404 King Street, Charleston, SC 29403

in the City of

Charleston

, and County of

Street Address

Charleston

, and is owned by

Library Associates, LLC.

("Owner").

Subcontractor has been paid and received payment of \$ 205,795.00 the sufficiency of which is hereby acknowledged and confessed,

(Amount to be paid to Vendor)

and as such Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and bonds or bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through

6/15/18
(Insert date through which release is given)

(the "Release Period"); and, (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact cost and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

None

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

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

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

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

Given under hand and seal this

18

day of

June20 18

(Name of Vendor)

By:

Signature

(Print or Type the Signers Name and Title)

STATE OF

SC

COUNTY OF

Charleston

20 18 The foregoing instrument was signed, sealed and acknowledged before me this 18 day of June
Affidavit and that the foregoing statements are true.

Signed:

Brenda Niece
Notary Public

My Commission expires:

8-19-2024

**Balfour Beatty
Construction**

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned,

(Subcontractor/Vendor)

LAW Supply / CK Supply

(Name of Vendor)

, pursuant to a contract or agreement with:

Balfour Beatty Construction, LLCPrecision Walls Inc.

(Vendor or Subcontractor)

("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 Marlon Square

(Name or Description of Project)

("Project")

which is located at

404 King Street, Charleston, SC 29403

in the City of

Charleston

, and County of

Street Address

Charleston

, and is owned by

Library Associates, LLC.

(Name of Owner)

("Owner").

Subcontractor has been paid and received payment of \$ 978,794 the sufficiency of which is hereby acknowledged and confessed,

(Amount to be paid to Vendor)

and as such Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and bonds or bond rights for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through 6/12/18

(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 Period. Failure to describe any extras as included 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 of 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 12th day ofJune20 18.LAW Supply / CK Supply

(Name of Vendor)

Olivia DunonesBy: Olivia Dunones - Customer Acct. Executive

(Print or Type the Signer Name and Title)

STATE OF

IL

COUNTY OF

COOK

20

18The foregoing instrument was signed, sealed and acknowledged before me this 12th day of June

Affidavit and that the foregoing statements are true.

Signed:

[Signature]

(Notary Public)

My Commission expires:

8/14/21LIAM MORTON TRIPP
Notary Public - State of Illinois

My Commission Expires Aug 14, 2021

Balfour Beatty
Construction

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned,

New Hope Drywall
(Name of Vendor)

, pursuant to a contract or agreement with:

Balfour Beatty Construction, LLC

, ("BBC"),

Precision Walls Inc.

a subcontractor to BBC or a

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")

which is located at

(Name or Description of Project)

404 King Street, Charleston, SC 29403

in the City of

Charleston

, and County of

Charleston

, and is owned by

Library Associates, LLC.

("Owner").

Subcontractor has been paid and received payment of \$ 808,107.29 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 6/15/18

(Insert date through which release is given)

(the "Release Period"); and, (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact cost and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

None

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

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

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

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

Given under hand and seal this 13 day of June, 2018:New Hope Drywall

(Name of Vendor)

Orlando Villanueva

Signature

By Orlando Villanueva (owner)

(Print or Type the Signers Name and Title)

STATE OF

SC

COUNTY OF

CharlestonThe foregoing instrument was signed, sealed and acknowledged before me this 13 day of June, 2018, 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:

8-15-2024

BP 10A

Balfour Beatty
Construction

Request for Payment

Pay Request # 06 15627
Work Performed Through: 04/30/2018Subcontractor's Name Warco Construction, Inc.
Subcontractor's Address 3910 Stuart Andrew Blvd
Charlotte, NC 28217
Phone Number 704-521-5200
Fax Number 704-521-5199Project Name: Hotel at Marion Square Job No.: 13026000 Date: 06/15/2018
Owner: _____

Description of Work: Specialties Div 10

Original Contract Amount	<u>\$585,000.00</u>
Change Order Total Through C/O #: _____	<u>\$0.00</u>
Total Revised Contract	<u>\$585,000.00</u>
Value of Work Performed to Date	<u>\$390,613.00</u>
Value of Materials Stored On Site	_____
Value of Materials Stored Off Site	_____
Current Month (Stored Materials)	_____
Total	<u>\$390,613.00</u>
Less 10% Retainage	<u>\$39,061.30</u>
Amount Earned to Date	<u>\$351,551.70</u>
Less Previous Billings/Payments	<u>\$290,105.10</u>
Less Adjustments/Joint Checks	_____
Less Pending Back Charges	_____
Total Amount this Requisition	<u>\$61,446.60</u>

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	Y ☐	N ☐
If Required	Y ☐	N ☐
Reducing Retention	Y ☐	N ☐

If reducing retainage, reducing	From ☐	To ☐
Consent of Surety for retention	Y ☐	N ☐
reduction if bonded	Y ☐	N ☐

New materials stored off site	Y ☐	N ☐
If yes, attach stored materials checklist	Y ☐	N ☐

Final Payment	Y ☐	N ☐
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	
\$390,613.00	\$39,061.30	\$61,446.60	
Accrue Tax	Tax Code	Pay Item & Cost Code	
YES			
NO			
Halt Codes:			

Approvals:

PM / Date

PA / Date

APA / Date

AF - ICATION 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):
Warco Construction Inc.
3910 Stuart Andrew Blvd
Charlotte, NC 28210

VIA (Construction Contract):

AIA DOCUMENT G702 PAGE 1 OF 2 PAGES

APPLICATION: 06 15-15827 DISTRIBUTION TO:
PERIOD FROM 06/01/2018 OWNER
PERIOD TO: 06/30/2018 CONTRACTOR
ARCHITECT
TRADE CONTRACTOR

ARCHITECT'S
PROJECTS NO: 13026000

CONTRACT FOR: Division 10
CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		DEDUCTIONS
Change Orders applied	ADDITIONS	
previous months by Owner		
TOTAL		
Approved this Month		
No. Date Approved		
	0.00	
TOTALS	0.00	\$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 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: Warco Construction, Inc.
By: *H. G. W...* Date: 06/15/2018

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.

CONTRACT DATE: 06/29/2015

Application is made for Payment, as shown below, in connection with the Contract.

Continuation Sheet

1. ORIGINAL CONTRACT SUM	\$	585,000.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	585,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G)	\$	390,613.00

5. RETAINAGE:

a. 10 % of Completed Work \$ 39,061.30
(Column D + E)

b. 0 % of Stored Material \$
(Column F)

Total Retainage (Line 5a + 5b or Total in Column I) \$ 39,061.30

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 351,551.70

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 290,105.10

8. CURRENT PAYMENT DUE \$ 61,446.60

9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6) \$ 233,448.30

State of: North Carolina County of: Mecklenburg
Subscribed and sworn to before me this 15th day of June 2018
Notary Public: *Dana R. Malone* Dana R. Malone
My commission expires: 12/08/2020 Notary Public Cabarrus County, NC

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.

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side) PAGE 6 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 Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 6

APPLICATION DATE: 2018-06-18

PERIOD TO: 2018-06-30

ARCHITECT'S PROJECT NO:

A	B	C	D	E		F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D O R 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	Restroom Accessories	274050.00	219240.00	54810.00	0.00	274050.00	100.00%	0.00	27405.00
2	Wall Protection	13120.00	0.00	0.00	0.00	0.00	0.00%	13120.00	0.00
3	Lockers	25460.00	20368.00	5092.00	0.00	25460.00	100.00%	0.00	2546.00
4	Fire Protection Specialties	11400.00	9120.00	2280.00	0.00	11400.00	100.00%	0.00	1140.00
5	Linen Chutes	27810.00	27810.00	0.00	0.00	27810.00	100.00%	0.00	2781.00
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	2240.00	0.00	0.00	2240.00	80.00%	560.00	224.00
9	Depository Safe	2500.00	2000.00	0.00	0.00	2000.00	80.00%	500.00	200.00
10	EZ Access Ramps	2660.00	2394.00	0.00	0.00	2394.00	90.00%	266.00	239.40
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	7140.00	0.00	0.00	7140.00	70.00%	3060.00	714.00
14	General Conditions	30462.00	18277.00	6092.00	0.00	24369.00	80.00%	6093.00	2436.90
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	13750.00	0.00	0.00	13750.00	100.00%	0.00	1375.00
	Total	598750.00	322339.00	58274.00	0.00	390613.00		208137.00	39061.30

AIA DOCUMENT G703 APPLICATION AND CERTIFICATE FOR PAYMENT MAY 1983 EDITION AIA® © 1983 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

G703-1983

SEE BBL 703

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

KNOW ALL MEN BY THESE PRESENTS:

That Warco Construction (the "Lienor") for and in consideration of the payment of the sum of \$ 61,446.60 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:

none

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 15 day of June, 2018, 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 15 day of June, 2018

Signed, sealed and delivered
in the presence of:

Warco Construction, Inc.

a corporation

Signature Danielle Malone
Print Name Dana R. Malone DANIELLE HOSPA

Signature H.G. Warren, Jr.
 H.G. Warren, Jr., President
 Print Name & Title

STATE OF NC

COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 15 day of June, 2018 by H.G. Warren, Jr., President of Warco, a Corp corporation on, on behalf of the corporation. He/she is personally known to me or has produced in person (type of identification) as identification.

Dana R. Malone
NOTARY PUBLIC, STATE OF NC

Commission Expires: 12/08/2020

Dana H. Malone
Notary Public
Cabarrus County, NC
My Commission Expires

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 _____ ("Owner").
(Name of Owner)

Upon receipt by Subcontractor of a check in the sum of \$ 61,446.60
(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 June 30 2018 (the "Release Period"); and, (2) waives, releases
(Insert date through which release is given)

and relinquishes any and all claims for payment for Work performed, rendered, supplied or
furnished by the Subcontractor for or with respect to the Project through the Release Period
including any claims for extended or additional job costs and overhead, lost profits, impact costs
and the like, as well as claims and demands arising from any contended delays, disruptions or
changes to the Work, except with regard to retainage amounts and compensation for extra work
but only to the extent such extra work is specifically identified below:

None

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

Subcontractor hereby acknowledges payment in full of all amounts previously being due
and payable to the undersigned for the Work. Subcontractor further affirms, represents and
warrants that, except as noted above: (1) Subcontractor has no lien or claim of lien, either actual
or potential, bond right or claim, or contractual right or claim for payment with respect to any
Work performed, rendered, supplied or furnished by Subcontractor prior to the Release Date;
and, (2) all persons and entities that have performed or rendered labor or services, or supplied

or furnished materials, equipment, furniture and furnishings, to Subcontractor in connection with the Work have been paid in full, or upon receipt of the payment described above will be paid in full, all undisputed amounts, and Subcontractor has no knowledge of the filing of any lien, claim of lien, bond claim or contractual claim for payment by any such person or entity with respect to the Project.

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

Given under hand and seal this 15 day of June, 2018.

Warco Construction, Inc.
(Company Name)

By: HG Wanner Jr

Its: President

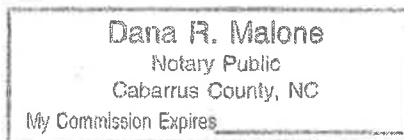
STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

The foregoing instrument was signed, sealed and acknowledged before me this 15th day of June, 2018, by the aforesaid representative, having been duly sworn and stating and affirming that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed: Dana R. Malone
Notary Public Dana R. Malone

My Commission expires: 12/08/2020



(Notary Seal)

DEFENDANT LIBRARY ASSOCIATES, LLC

TRIAL EXHIBIT #4

Part 2 of 2

BP15D

est for Payment

Pay Request # PE24
Work Performed Through: 06/30/18

Subcontractor's Name Palmetto Automatic Sprinkler Company, Inc.
Subcontractor's Address 1862 Old Dunbar Rd.
West Columbia, SC 29172
Phone Number 803-794-1602
Fax Number _____

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 06/15/18
Owner: Library Associates, LLC

Description of Work: Fire Protection

Original Contract Amount	\$464,920.00
Change Order Total Through C/O #: <u>1</u>	\$3,231.88
Total Revised Contract	\$468,151.88
Previous Work Performed to Date(SSR)	\$465,939.38
Value of Materials Stored On Site	\$0.00
Value of Materials Stored Off Site	\$0.00
Current Month Gross	\$1,327.50
New Work Performed to Date	\$467,266.88
Less <u>10 % Retainage</u>	\$46,726.69
Amount Earned to Date	\$420,540.19
Less Previous Net Billings	\$419,345.44
Less Adjustments/Joint Checks	\$0.00
Less Pending Back Charges	\$0.00
Total Amount this Requisition	\$1,194.75

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 Finalized
Insurance Expiration Date 10/01/18

Release Attached Y ☐ N ☐
Tier/Supplier Release Y ☐ N ☐
If Required
Reducing Retention Y ☐ N ☐

If reducing retainage, reducing From ☐ To ☒
Consent of Surety for retention reduction if bonded Y ☐ N ☐
Now materials stored off site Y ☐ N ☒
If yes, attach stored materials checklist

Final Payment Y ☐ N ☒
If yes, see attached checklist

Owner Billing Number 12

Owner Payment Rec'd Date: _____

Payment Terms: Pay When Paid

Pay Select # _____

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
50540	1348477	13026400	525443
Date	Invoice #	Description	
06/30/18	13026400 - PE24	13026400 . PE# PE24 . 18.06	
Gross Amount		Retainage Amt	Net Amount
\$1,327.50		\$66.38	\$1,194.75
Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400 51550000 40	NO
Item Codes 02- OWNER FUNDING Lower Tier Waivers PM APP			

Approvals:

PM / Date

CA 06/15/18

PA / Date

APAT / Date

ELECTRONICALLY FILED - 2023 May 15 2:34 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO PRIME CONTRACTOR: PROJECT: Halffour Beauty Construction Hotel at Marion Square
1930 Camden Rd, Charlotte, NC 28203
FROM SUBCONTRACTOR: VIA ARCHITECT: Palmetto Automatic Sprinkler Co., Inc.
PO Box 2927
West Columbia, SC 29171
CONTRACT FOR: FIRE PROTECTION

APPLICATION NO: 24 DISTRIBUTION TO: OWNER
PERIOD TO: 6/30/18 ARCHITECT
PROJECT NOS: 13076000 CONTRACTOR
615008 SUBCONTRACTOR
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

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

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)	\$ 467,266.88
5. RETAINAGE:	
a. % of Completed Work (Column D + E on G703)	\$ 46,736.69
b. % of Stored Material (Column F on G703)	\$
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 46,736.69
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 420,540.19
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 419,345.44
8. CURRENT PAYMENT DUE	\$ 1,194.75
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 47,611.69

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

SUBCONTRACTOR: Palmetto Automatic Sprinkler Company, Inc.

By:  Date: 6/15/15
State of: South Carolina
Subscribed and sworn to before me this 15 day of June, 2015
Notary Public: 
My Commission expires: 12/31/14

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.)

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.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 24

APPLICATION DATE: 6/15/18

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Hotel at Marion Square

PERIOD TO: 6/30/18

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

13026000

615008

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED THIS PERIOD		F MATERIALS PRESENTLY STORED (NOT IN DOR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D-E)	THIS PERIOD				
1	Design	\$32,545.00				\$32,545.00		\$3,254.50
2	Mobilization	\$13,950.00				\$13,950.00		\$1,395.00
3	Site Work	\$2,500.00				\$2,500.00		\$250.00
4	Fire Pump	\$55,270.00				\$55,270.00		\$5,527.00
5	Standpipes	\$33,960.00				\$33,960.00		\$3,396.00
6	Parking Floor Material	\$21,792.00				\$21,792.00		\$2,179.20
7	Parking Floor Labor	\$12,807.00				\$12,807.00		\$1,280.70
8	Parking Floor Test & Trim	\$850.00	\$637.50	\$122.50		\$765.00	\$85.00	\$76.50
9	1st Floor Material	\$30,509.00				\$30,509.00		\$3,050.90
10	1st Floor Labor	\$18,673.00				\$18,673.00		\$1,867.30
11	1st Floor Test & Trim	\$1,050.00	\$787.50	\$157.50		\$945.00	\$105.00	\$94.50
12	2nd Floor Material	\$37,244.00				\$37,244.00		\$3,724.40
13	2nd Floor Labor	\$23,468.00				\$23,468.00		\$2,346.80
14	2nd Floor Test & Trim	\$1,200.00	\$900.00	\$180.00		\$1,080.00	\$120.00	\$108.00
15	3rd Floor Material	\$18,809.00				\$18,809.00		\$1,880.90
16	3rd Floor Labor	\$12,653.00				\$12,653.00		\$1,265.30
17	3rd Floor Test & Trim	\$1,000.00	\$750.00	\$150.00		\$900.00	\$100.00	\$90.00
18	4th Floor Material	\$18,809.00				\$18,809.00		\$1,880.90
19	4th Floor Labor	\$12,653.00				\$12,653.00		\$1,265.30
20	4th Floor Test & Trim	\$1,000.00	\$750.00	\$150.00		\$900.00	\$100.00	\$90.00
21	5th Floor Material	\$18,918.00				\$18,918.00		\$1,891.80
22	5th Floor Labor	\$12,726.00				\$12,726.00		\$1,272.60
23	5th Floor Test & Trim	\$1,000.00	\$750.00	\$150.00		\$900.00	\$100.00	\$90.00
24	6th Floor Material	\$13,091.00				\$13,091.00		\$1,309.10
25	6th Floor Labor	\$8,987.00				\$8,987.00		\$898.70
26	6th Floor Test & Trim	\$750.00	\$562.50	\$112.50		\$675.00	\$75.00	\$67.50
27	7th Floor Material	\$12,764.00				\$12,764.00		\$1,276.40
28	7th Floor Labor	\$8,768.00				\$8,768.00		\$876.80

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 24
APPLICATION DATE: 6/15/18

In tabulations below, amounts are stated to the nearest dollar.

Hotel at Marion Square

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

PERIOD TO: 6/30/18
13026000

615008

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C-G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
29	7th Floor Test & Trim	\$750.00	\$562.50	\$112.50		\$675.00	90.00%	\$75.00	\$67.50
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	\$9,133.00			\$9,133.00	100.00%		\$913.30
32	8th Floor Test & Trim	\$750.00	\$562.50	\$112.50		\$675.00	90.00%	\$75.00	\$67.50
33	Roof Terrace Material	\$7,764.00	\$7,764.00			\$7,764.00	100.00%		\$776.40
34	Roof Terrace Labor	\$4,968.00	\$4,968.00			\$4,968.00	100.00%		\$496.80
35	Roof Terrace Test & Trim	\$500.00	\$375.00	\$75.00		\$450.00	90.00%	\$50.00	\$45.00
36	Change Order #1	(\$1,956.12)	(\$1,956.12)			(\$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	\$3,876.00			\$3,876.00	100.00%		\$387.60
	GRAND TOTALS	\$468,151.88	\$465,919.38	\$1,327.50		\$467,246.88	99.81%	\$885.00	\$46,726.69

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. 20006-5792

G703-1992

**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 \$ 1194.75 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 30 day of June, 2018, 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 June, 2018

Signed, sealed and delivered
in the presence of:

Andrea Seigler
Signature
Andrea Seigler
Print Name

Palmetto Automatic Sprinkler Company, Inc
a _____ corporation
Stephen Keene
Signature
Stephen Keene, Controller
Print Name & Title

STATE OF South Carolina

COUNTY OF Lexington

The foregoing instrument was acknowledged before me this 15 day of June, 2018 by Stephen Keene, Controller of PASLO a _____ corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification

Michael W. [Signature]
NOTARY PUBLIC STATE OF South Carolina

My Commission Expires: 12/3/24

TIER RELEASE SCHEDULE

Job Name	Job #	Hotel at Marina Square	12026000
Date Prepared:		5/16/2010	
PRIME SUR'S NAME	IPALMETTO AUTOMATIC SPRINKLER COMPANY, INC		
Attachment for Pay Req #:	24		
Per Month Endings:	02/07/10		

[illegible]

Clerk: 230116

17PALMEAUT

ACORD

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 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): 877 467-7214 E-MAIL ADDRESS:													
INSURED Palmetto Automatic Sprinkler Co., Inc. PO Box 2927 Cayce, SC 29171		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A: Amerisure Insurance Company</td> <td>NAIC #: 19488</td> </tr> <tr> <td>INSURER B: Scottsdale Insurance Company</td> <td>NAIC #: 41297</td> </tr> <tr> <td>INSURER C: Endurance American Specialty In</td> <td>NAIC #: 41718</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER A: Amerisure Insurance Company	NAIC #: 19488	INSURER B: Scottsdale Insurance Company	NAIC #: 41297	INSURER C: Endurance American Specialty In	NAIC #: 41718	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: Endurance American Specialty In	NAIC #: 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 LTH	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☒ PROJECT ☐ LLC ☐ OTHER		CPP2102583	10/01/2017	10/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		CA2102584	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED ☐ RETENTION \$		XLS0103310	10/01/2017	10/01/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? ☒ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N/A	WC2102582	10/01/2017	10/01/2018	☒ PER ☐ STATUTE ☐ OTHER EL EACH ACCIDENT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000
C	Excess Umbrella Liability		ELD300001692	10/01/2017	10/01/2018	\$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)

REFERENCE: Job Number: 615008; Project: Hotel at Marion Square

CERTIFICATE HOLDER

CANCELLATION

Balfour Beatty Construction, LLC
 3100 McKinnon Street 10th Floor
 Dallas, TX 75201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John H. Baker

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ACORD 25 (2014/01) 1 of 1
 #S18817069/M18817013

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JL1

Hotel at Marion Square - Subcontractor Pay Application Checklist

Balfour Beatty
SI DC

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)		

Test for Payment

Pay Request # **PE31**
Work Performed Through: **06/30/18**

Subcontractor's Name **Watson Electrical Construction, Inc.**
Subcontractor's Address **3215 Fortune Dr, Suite 109**
Charleston SC 29418
Phone Number **804-550-4881**
Fax Number

Project Name: **Hotel at Marion Square** Job No.: **13026400** Date: **06/27/18**
Owner: **Library Associates, LLC**

Description of Work: **Electrical**
Original Contract Amount **\$3,963,792.00**
Change Order Total **\$527,981.08**
Through C/O #: **2**
Total Revised Contract **\$4,491,773.08**
Previous Work Performed to Date(SSR) **\$4,444,312.17**
Value of Materials Stored On Site **\$0.00**
Value of Materials Stored Off Site **\$0.00**
Current Month Gross **\$36,260.83**
New Work Performed to Date **\$4,480,573.00**
Less 10 % Retainage **\$448,057.30**
Amount Earned to Date **\$4,032,515.70**
Less Previous Net Billings **\$3,999,880.95**
Less Adjustments/Joint Checks **\$0.00**
Less Pending Back Charges **\$0.00**
Total Amount this Requisition **\$32,634.75**

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
50540	120128	13026400	535292
Date	Invoice #	Description	
06/30/18	13026400 - PE31	13026400 . PE# PE31 . 18.06	
Gross Amount	Retainage Amt	Net Amount	
\$36,260.83	\$1,613.04	\$32,634.75	
Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400.51800000.40	NO
Halt Codes: O/F check on waivers PM App			

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 **Finalized**
Insurance Expiration Date **02/27/19**

Release Attached Y ☐ N ☐
Tier/Supplier Release Y ☐ N ☐
If Required
Reducing Retention Y ☐ N ☐

If reducing retainage, reducing From ☐ To ☒
Consent of Surety for retention Y ☐ N ☐
reduction if bonded
New materials stored off site Y ☐ N ☒
If yes, attach stored materials checklist

Final Payment Y ☐ N ☒
If yes, see attached checklist

Owner Billing Number **14**

Owner Payment Rec'd Date:

Payment Terms: **Pay When Paid**

Pay Select #

Initials:

PM / Date

CA 06/27/18

PA / Date

APA / Date

Barnhart Ba zatty

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
Job #21046

APPLICATION NO: 31

Distribution to:

☒ OWNER
☐ ARCHITECT
☐ INSPECTOR

FROM CONTRACTOR:
Watson Electrical
3215 Fortune Drive
North Charleston, SC 29418

PERIOD TO: 6/30/2018

PROJECT NO: #13026000

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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.

1. ORIGINAL CONTRACT SUM
2. Net change by Change Orders
3. CONTRACT SUM TO DATE (Line 1 + 2)
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)
5. RETAINAGE:
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

SUBCONTRACTOR

By: \$ 3,963,792.00 Date: 6/11/2018
S 527,981.08
S 4,491,773.08
CONTRACTOR
By: 4,480,765.19 Date:
448,057.30
By: 448,057.30 Date:
CONSTRUCTION MANAGER:
By: \$ 4,032,515.70 Date:
S 448,057.30
S 4,032,515.70
S 4,032,515.70

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 \$ 32,807.72

(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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$550,597.97	(\$31,965.61)
Total approved this Month	\$9,348.72	\$0.00
TOTALS	\$559,946.69	(\$31,965.61)
NET CHANGES by Change Order	\$527,981.08	

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5272

BP 016 A

Barnhart & City

CONTINUATION SHEET

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

ALL DOCUMENTS

Page 3 of 2

APPLICATION NO:
APPLICATION DATE:
PERIOD TO

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	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 (G-G)
1	MOBILIZATION	20,000.00		20,000.00	20,000.00	-	-	20,000.00	100.00%	-
2	SUBMITTALS	15,000.00		15,000.00	15,000.00	-	-	15,000.00	100.00%	-
3	SAFETY	10,000.00		10,000.00	10,000.00	-	-	10,000.00	100.00%	-
4	PROGRESS MEETINGS	12,000.00		12,000.00	12,000.00	-	-	12,000.00	100.00%	-
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%	-
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%	-
11	SEISMIC	16,500.00		16,500.00	16,500.00	-	-	16,500.00	100.00%	-
12	DISTRIBUTION PACKAGE	325,862.00		325,862.00	325,862.00	-	-	325,862.00	100.00%	-
13	EMERGENCY GENERATOR	82,950.00		82,950.00	82,950.00	-	-	82,950.00	100.00%	-
14	TEMP CONSTRUCTION SERVICE-Material	34,800.00		34,800.00	34,800.00	-	-	34,800.00	100.00%	-
15	TEMP CONSTRUCTION SERVICE-Labor	36,000.00		36,000.00	36,000.00	-	-	36,000.00	100.00%	-
16	FIRE ALARM	210,000.00		210,000.00	179,000.00	15,000.00	-	194,000.00	92.38%	16,000.00
17	LIGHTNING PROTECTION	50,000.00		50,000.00	49,000.00	-	-	49,000.00	98.00%	1,000.00
18										
19										
20	SITE									
21	PRIMARY DUCT BANK-Material	22,000.00		22,000.00	22,000.00	-	-	22,000.00	100.00%	-
22	PRIMARY DUCT BANK-Labor	15,350.00		15,350.00	15,350.00	-	-	15,350.00	100.00%	-
23	SECONDARY DUCT BANK-Material	16,700.00		16,700.00	16,700.00	-	-	16,700.00	100.00%	-
24	SECONDARY DUCT BANK-Labor	13,250.00		13,250.00	13,250.00	-	-	13,250.00	100.00%	-
25	SECONDARY FEEDERS-Material	24,000.00		24,000.00	24,000.00	-	-	24,000.00	100.00%	-
26	SECONDARY FEEDERS-Labor	13,250.00		13,250.00	13,250.00	-	-	13,250.00	100.00%	-
27	SITE EQUIPMENT PADS-Material	15,000.00		15,000.00	15,000.00	-	-	15,000.00	100.00%	-
28	SITE EQUIPMENT PADS-Labor	8,300.00		8,300.00	8,300.00	-	-	8,300.00	100.00%	-
29	SITE POWER & LIGHTING-Material	17,500.00		17,500.00	16,725.00	-	-	16,725.00	95.57%	775.00
30	SITE POWER & LIGHTING-Labor	12,800.00		12,800.00	12,250.00	-	-	12,250.00	95.70%	550.00
31	SUBLEVEL									
32	CONDUIT ROUGH IN-Material	27,500.00		27,500.00	27,500.00	-	-	27,500.00	100.00%	-
33	CONDUIT ROUGH IN-Labor	24,600.00		24,600.00	24,600.00	-	-	24,600.00	100.00%	-
34	WIRE INSTALL-Material	10,500.00		10,500.00	10,500.00	-	-	10,500.00	100.00%	-
35	WIRE INSTALL-Labor	15,500.00		15,500.00	15,500.00	-	-	15,500.00	100.00%	-
36	LIGHTING INSTALL-Material	1,560.00		1,560.00	1,560.00	-	-	1,560.00	100.00%	-

Barnhart B. edy

CONTINUATION SHEET

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111 DOCUMENT G702

Page 3 of 2
APPLICATION NO:
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Balfour Beatty Project

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37	LIGHTING INSTALL-Labor	12,600.00		12,600.00	12,600.00	-	-	12,600.00	100.00%	-
38	DISTRIBUTION EQUIP INSTALL-Material	4,500.00		4,500.00	4,500.00	-	-	4,500.00	100.00%	-
39	DISTRIBUTION EQUIP INSTALL-Labor	6,800.00		6,800.00	6,800.00	-	-	6,800.00	100.00%	-
40	FINISH DEVICES-Material	2,650.00		2,650.00	2,350.00	-	-	2,350.00	88.68%	300.00
41	FINISH DEVICES-Labor	3,340.00		3,340.00	2,950.00	-	-	2,950.00	88.32%	390.00
42	DISTRIBUTION CONDUITS-Material	56,500.00		56,500.00	56,500.00	-	-	56,500.00	100.00%	-
43	DISTRIBUTION CONDUITS-Labor	51,000.00		51,000.00	51,000.00	-	-	51,000.00	100.00%	-
44	FEEDER WIRE-Material	38,800.00		38,800.00	38,800.00	-	-	38,800.00	100.00%	-
45	FEEDER WIRE-Labor	31,600.00		31,600.00	31,600.00	-	-	31,600.00	100.00%	-
46	BUSDUCT INSTALL-Material	6,500.00		6,500.00	6,500.00	-	-	6,500.00	100.00%	-
47	BUSDUCT INSTALL-Labor	21,800.00		21,800.00	21,800.00	-	-	21,800.00	100.00%	-
48										
49	1ST FLOOR									
50	SLAB CONDUIT ROUGH IN-Material	18,750.00		18,750.00	18,750.00	-	-	18,750.00	100.00%	-
51	SLAB CONDUIT ROUGH IN-Labor	14,750.00		14,750.00	14,750.00	-	-	14,750.00	100.00%	-
52	WALLCEILING CONDUIT ROUGH IN-Material	28,900.00		28,900.00	28,900.00	-	-	28,900.00	100.00%	-
53	WALLCEILING CONDUIT ROUGH IN-Labor	35,000.00		35,000.00	35,000.00	-	-	35,000.00	100.00%	-
54	WIRE INSTALL-Material	11,000.00		11,000.00	11,000.00	-	-	11,000.00	100.00%	-
55	WIRE INSTALL-Labor	13,500.00		13,500.00	13,500.00	-	-	13,500.00	100.00%	-
56	FINISH DEVICES-Material	14,500.00		14,500.00	13,500.00	-	-	13,500.00	93.10%	1,000.00
57	FINISH DEVICES-Labor	6,500.00		6,500.00	6,000.00	-	-	6,000.00	92.31%	500.00
58	LIGHTING INSTALL-Material	4,600.00		4,600.00	3,700.00	-	-	3,700.00	80.43%	900.00
59	LIGHTING INSTALL-Labor	26,300.00		26,300.00	21,050.00	-	-	21,050.00	80.04%	5,250.00
60										
61	2ND FLOOR									
62	SLAB CONDUIT ROUGH IN-Material	13,000.00		13,000.00	13,000.00	-	-	13,000.00	100.00%	-
63	SLAB CONDUIT ROUGH IN-Labor	11,500.00		11,500.00	11,500.00	-	-	11,500.00	100.00%	-
64	WALLCEILING CONDUIT ROUGH IN-Material	24,000.00		24,000.00	24,000.00	-	-	24,000.00	100.00%	-
65	WALLCEILING CONDUIT ROUGH IN-Labor	32,800.00		32,800.00	32,800.00	-	-	32,800.00	100.00%	-
66	WIRE INSTALL-Material	8,900.00		8,900.00	8,900.00	-	-	8,900.00	100.00%	-
67	WIRE INSTALL-Labor	10,400.00		10,400.00	10,400.00	-	-	10,400.00	100.00%	-
68	FINISH DEVICES-Material	9,250.00		9,250.00	8,700.00	-	-	8,700.00	94.05%	550.00
69	FINISH DEVICES-Labor	6,500.00		6,500.00	6,150.00	-	-	6,150.00	94.62%	350.00
70	LIGHTING INSTALL-Material	3,500.00		3,500.00	2,250.00	-	-	2,250.00	64.29%	1,250.00
71	LIGHTING INSTALL-Labor	34,400.00		34,400.00	22,200.00	-	-	22,200.00	64.29%	12,200.00
72										

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
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Use Column 1 on Contract where variable notations for line items may apply.

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APPLICATION NO:
APPLICATION DATE:
PERIOD TO:

Balfour Beatty Project

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	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)
73										
74										
75	3RD FLOOR									
76	SLAB ROUGH IN-Material	3,700.00		3,700.00	3,700.00	-		3,700.00	100.00%	
77	SLAB ROUGH IN-Labor	7,800.00		7,800.00	7,800.00	-		7,800.00	100.00%	
78	GUESTROOM ROUGH IN-Material	50,850.00		50,850.00	50,850.00	-		50,850.00	100.00%	
79	GUESTROOM ROUGH IN-Labor	99,500.00		99,500.00	99,500.00	-		99,500.00	100.00%	
80	OVERHEAD/ ROUGH IN-Material	3,650.00		3,650.00	3,650.00	-		3,650.00	100.00%	
81	OVERHEAD/ ROUGH IN-Labor	6,500.00		6,500.00	6,500.00	-		6,500.00	100.00%	
82	WIRE INSTALL-Material	4,500.00		4,500.00	4,500.00	-		4,500.00	100.00%	
83	WIRE INSTALL-Labor	6,800.00		6,800.00	6,800.00	-		6,800.00	100.00%	
84	GUESTROOM FINISHES-Material	950.00		950.00	950.00	-		950.00	100.00%	
85	GUESTROOM FINISHES-Labor	1,250.00		1,250.00	1,250.00	-		1,250.00	100.00%	
86										
87										
88	4TH FLOOR									
89	SLAB ROUGH IN-Material	3,700.00		3,700.00	3,700.00	-		3,700.00	100.00%	
90	SLAB ROUGH IN-Labor	7,800.00		7,800.00	7,800.00	-		7,800.00	100.00%	
91	GUESTROOM ROUGH IN-Material	49,850.00		49,850.00	49,850.00	-		49,850.00	100.00%	
92	GUESTROOM ROUGH IN-Labor	99,600.00		99,600.00	99,600.00	-		99,600.00	100.00%	
93	OVERHEAD/ ROUGH IN-Material	3,650.00		3,650.00	3,650.00	-		3,650.00	100.00%	
94	OVERHEAD/ ROUGH IN-Labor	6,500.00		6,500.00	6,500.00	-		6,500.00	100.00%	
95	WIRE INSTALL-Material	4,500.00		4,500.00	4,500.00	-		4,500.00	100.00%	
96	WIRE INSTALL-Labor	6,800.00		6,800.00	6,800.00	-		6,800.00	100.00%	
97	GUESTROOM FINISHES-Material	850.00		850.00	850.00	-		850.00	100.00%	
98	GUESTROOM FINISHES-Labor	1,250.00		1,250.00	1,250.00	-		1,250.00	100.00%	
99										
100										
101	5TH FLOOR									
102	SLAB ROUGH IN-Material	3,400.00		3,400.00	3,400.00	-		3,400.00	100.00%	
103	SLAB ROUGH IN-Labor	7,200.00		7,200.00	7,200.00	-		7,200.00	100.00%	
104	GUESTROOM ROUGH IN-Material	49,550.00		49,550.00	49,550.00	-		49,550.00	100.00%	
105	GUESTROOM ROUGH IN-Labor	98,650.00		98,650.00	98,650.00	-		98,650.00	100.00%	
106	OVERHEAD/ ROUGH IN-Material	4,890.00		4,890.00	4,890.00	-		4,890.00	100.00%	
107	OVERHEAD/ ROUGH IN-Labor	8,760.00		8,760.00	8,760.00	-		8,760.00	100.00%	
108	WIRE INSTALL-Material	4,500.00		4,500.00	4,500.00	-		4,500.00	100.00%	

CONTINUATION SHEET

AIA Document G700, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated in the nearest dollar.
Use Column 1 on Contracts where variable insurance for line items may apply.

113 DOCUMENT 6704

Page 6 of 2

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	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)
109	WIRE INSTALL-Labor	6,800.00		6,800.00	6,800.00	-		6,800.00	100.00%	-
110	GUESTROOM FINISHES-Material	650.00		650.00	490.00	160.00		650.00	100.00%	-
111	GUESTROOM FINISHES-Labor	800.00		800.00	600.00	200.00		800.00	100.00%	-
112										-
113										-
114	6TH FLOOR									-
115	SLAB ROUGH IN-Material	4,800.00		4,800.00	4,800.00	-		4,800.00	100.00%	-
116	SLAB ROUGH IN-Labor	9,750.00		9,750.00	9,750.00	-		9,750.00	100.00%	-
117	GUESTROOM ROUGH IN-Material	29,880.00		29,880.00	29,880.00	-		29,880.00	100.00%	-
118	GUESTROOM ROUGH IN-Labor	52,640.00		52,640.00	52,640.00	-		52,640.00	100.00%	-
119	OVERHEAD/ ROUGH IN-Material	6,640.00		6,640.00	6,640.00	-		6,640.00	100.00%	-
120	OVERHEAD/ ROUGH IN-Labor	8,950.00		8,950.00	8,950.00	-		8,950.00	100.00%	-
121	WIRE INSTALL-Material	7,850.00		7,850.00	7,850.00	-		7,850.00	100.00%	-
122	WIRE INSTALL-Labor	10,550.00		10,550.00	10,550.00	-		10,550.00	100.00%	-
123	GUESTROOM FINISHES-Material	1,450.00		1,450.00	1,100.00	-		1,100.00	75.88%	350.00
124	GUESTROOM FINISHES-Labor	2,850.00		2,850.00	2,150.00	-		2,150.00	75.44%	700.00
125										-
126	7TH FLOOR									-
127	SLAB ROUGH IN-Material	5,250.00		5,250.00	5,250.00	-		5,250.00	100.00%	-
128	SLAB ROUGH IN-Labor	11,250.00		11,250.00	11,250.00	-		11,250.00	100.00%	-
129	GUESTROOM ROUGH IN-Material	30,550.00		30,550.00	30,550.00	-		30,550.00	100.00%	-
130	GUESTROOM ROUGH IN-Labor	62,160.00		62,160.00	62,160.00	-		62,160.00	100.00%	-
131	OVERHEAD/ ROUGH IN-Material	6,200.00		6,200.00	6,200.00	-		6,200.00	100.00%	-
132	OVERHEAD/ ROUGH IN-Labor	8,750.00		8,750.00	8,750.00	-		8,750.00	100.00%	-
133	WIRE INSTALL-Material	8,600.00		8,600.00	8,600.00	-		8,600.00	100.00%	-
134	WIRE INSTALL-Labor	11,000.00		11,000.00	11,000.00	-		11,000.00	100.00%	-
135	GUESTROOM FINISHES-Material	1,300.00		1,300.00	650.00	250.00		900.00	69.23%	400.00
136	GUESTROOM FINISHES-Labor	2,650.00		2,650.00	1,325.00	500.00		1,825.00	68.87%	825.00
137										-
138	8TH FLOOR									-
139	SLAB ROUGH IN-Material	7,500.00		7,500.00	7,500.00	-		7,500.00	100.00%	-
140	SLAB ROUGH IN-Labor	12,050.00		12,050.00	12,050.00	-		12,050.00	100.00%	-
141	GUESTROOM ROUGH IN-Material	28,670.00		28,670.00	28,670.00	-		28,670.00	100.00%	-
142	GUESTROOM ROUGH IN-Labor	69,850.00		69,850.00	69,850.00	-		69,850.00	100.00%	-
143	OVERHEAD/ ROUGH IN-Material	5,750.00		5,750.00	5,750.00	-		5,750.00	100.00%	-
144	OVERHEAD/ ROUGH IN-Labor	9,800.00		9,800.00	9,800.00	-		9,800.00	100.00%	-

CONTINUATION SHEET

AIA DOCUMENT G703

Page 7 of 2

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, contains

Contractor's signed certification is attached.

In calculations below, amounts are stated to the nearest dollar.

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

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:

Balfour Beatty Project

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%	BALANCE TO FINISH (C - G)
					FROM PREVIOUS APPLICATION (D+E+F)	THIS PERIOD (H - E)				
145	WIRE INSTALL-Material	7,500.00		7,500.00	7,500.00	-		7,500.00	100.00%	-
146	WIRE INSTALL-Labor	9,600.00		9,600.00	9,600.00	-		9,600.00	100.00%	-
147	GUESTROOM FINISHES-Material	2,600.00		2,600.00	1,000.00	800.00		1,800.00	69.23%	800.00
148	GUESTROOM FINISHES-Labor	6,740.00		6,740.00	2,600.00	2,010.00		4,610.00	68.40%	2,130.00
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%	-
152	SLAB ROUGH IN-Labor	5,800.00		5,800.00	5,800.00			5,800.00	100.00%	-
153	OVERHEAD/ ROUGH IN-Material	7,600.00		7,600.00	7,600.00	-		7,600.00	100.00%	-
154	OVERHEAD/ ROUGH IN-Labor	9,500.00		9,500.00	9,500.00	-		9,500.00	100.00%	-
155	WIRE INSTALL-Material	4,400.00		4,400.00	4,400.00	-		4,400.00	100.00%	-
156	WIRE INSTALL-Labor	6,300.00		6,300.00	6,300.00	-		6,300.00	100.00%	-
157	LIGHTING/DEVICE FINISHES-Material	10,500.00		10,500.00	6,300.00	-		6,300.00	60.00%	4,200.00
158	LIGHTING/DEVICE FINISHES-Labor	21,600.00		21,600.00	13,000.00	-		13,000.00	60.19%	8,600.00
159									#DIV/0!	-
160									#DIV/0!	-
161									#DIV/0!	-
162	CHANGE ORDERS								#DIV/0!	-
163	(BBC # 01) Switchboard LSP Upgrade (01)	19,491.47	1	19,491.47	19,491.47	-		19,491.47	100.00%	-
164	(BBC # 02) Support Receptacles (02)	13,579.29	2	13,579.29	13,579.29	-		13,579.29	100.00%	-
165	(BBC # 04) Change Order #3-Mods #2 & #4 (03)	70,979.02	4	70,979.02	70,979.02	-		70,979.02	100.00%	-
166	(BBC # 15) FWO-Supplemental Instruction 36 Week 1 (14)	17,722.36	15	17,722.36	17,722.36	-		17,722.36	100.00%	-
167	(BBC # 05) Mod #1	(31,965.61)	5	(31,965.61)					0.00%	-
168	(BBC # 15) FWO-Supplemental Instruction 36 Week 2 (15)	22,359.20	15	22,359.20	22,359.20	-		22,359.20	100.00%	-
169										
170	FWO L7 and L8 Cable Testing	2,595.05	please	issue 2,595.05	2,595.05			2,595.05	100.00%	-
171	(BBC # 20) FWO 3rd Floor Shower Niche Switch Rework (21)	4,815.37	20	4,815.37	4,815.37	-		4,815.37	100.00%	-
172	(BBC # 15) FWO Rework Queen Mock Up	1,344.60	15	1,344.60	1,344.60			1,344.60	100.00%	-
173	(BBC # 15) FWO Rework King Mock Up	1,818.50	15	1,818.50	1,818.50			1,818.50	100.00%	-
174	FWO 1st Floor Chandelier Light Box Rework	1,505.37	please	issue 1,505.37	1,505.37			1,505.37	100.00%	-
175	(BBC # 25) Modification #5	14,044.90	25	14,044.90	14,044.90	-		14,044.90	100.00%	-
176	Credit Line Item 168				(1,116.63)			(1,116.63)		
177	Credit Line Item 174				(20,000.00)			(20,000.00)		
178	(BBC # 06) Booster Heaters (04)	21,529.00	6	21,529.00	21,529.00	-		21,529.00	100.00%	-
179	(BBC # 07) Supplemental Instruction #25 (07)	14,032.77	7	14,032.77	14,032.77	-		14,032.77	100.00%	-
180	(BBC # 08) Mock Up Room Revisions (05)	3,361.00	8	3,361.00	3,361.00	-		3,361.00	100.00%	-

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabular form below, amounts are stated in the nearest dollar.
 Use Column I in Columns where variable ratings for line items may apply.

114 DOCUMENT G702

Page 2 of 2

APPLICATION NO:
 APPLICATION DATE:
 PERIOD TO:

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	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)
181	(BBC # 09) Private Dining (06)	2,592.30	9	2,592.30	2,592.30	-	-	2,592.30	100.00%	-
182	(BBC # 11) MSB New Switchboard (10)	150,625.59	11	150,625.59	150,625.59	-	-	150,625.59	100.00%	-
183	(BBC # 10) SI 39-Pelisteria (09)	2,581.16	10	2,581.16	2,581.16	-	-	2,581.16	100.00%	-
184	Change Order SI 39-Guestrooms' Downlights (08)	2,083.87	14	2,083.87	2,083.87	-	-	2,083.87	100.00%	-
185	(BBC # 16) SI 39-Stair 4 (11)	6,932.57	16	6,932.57	6,000.00	-	-	6,000.00	86.55%	932.57
186	(BBC # 17) SI 40R1-Roof Top Bar (12)	29,317.48	17	29,317.48	28,100.00	1,217.48	-	29,317.48	100.00%	-
187	(BBC # 18) Condensate Pumps (13)	2,423.50	18	2,423.50	2,423.50	-	-	2,423.50	100.00%	-
188	(BBC # 12) DDLR Filtrum Finish (16)	9,919.61	12	9,919.61	9,919.61	-	-	9,919.61	100.00%	-
189	(BBC # 19) Banquet UDS (18)	12,068.23	19	12,068.23	12,068.23	-	-	12,068.23	100.00%	-
190	(BBC # 23) Modification #7 (20)	42,719.96	23	42,719.96	42,719.96	-	-	42,719.96	100.00%	-
191	(BBC # 23) Modification #6 (19)	18,502.38	23	52,528.55	18,502.38	-	-	18,502.38	100.00%	-
192	(BBC # 20) Level 7 & 8 Cable (21)	52,528.55	20	52,528.55	52,000.00	-	-	52,000.00	76.59%	15,933.67
193	(BBC # 31) CIO DCI Coordinator Markup/Changes Level 5-8 (17)	17,133.43	31	17,133.43	17,125.27	7.88	17,133.43	17,133.43	100.00%	-
194	(BBC # 31) CIO DCI Coordinator Markup/Changes Level 5-8 (17)	27,066.82	31	27,066.82	26,900.00	166.82	-	27,066.82	100.00%	-
195	(BBC # 31) CIO SI #36 Level 5-8 L3-4 Trim Out (17)	28,168.29	31	28,168.29	28,168.29	-	-	28,168.29	100.00%	-
196	(BBC # 30) Additional Low Voltage Sleeves	3,996.08	30	3,996.08	3,996.08	-	-	3,996.08	100.00%	-
197	Change Order Lighting Reconciliation	2,606.73	need to issue	2,606.73	2,606.73	-	-	2,606.73	100.00%	-
198	(BBC # 24) Lower Concourse Softs (29)	350.00	24	350.00	350.00	-	-	350.00	100.00%	-
199	(BBC # 21) Storm Sump Pump #4 (24)	12,718.14	21	12,718.14	12,718.14	-	-	12,718.14	100.00%	-
200	(BBC # 22) Supplemental Instruction #32 (22)	8,985.00	22	8,985.00	8,985.00	-	-	8,985.00	100.00%	-
201	(BBC # 23) Supplemental Instruction #42	3,286.63	23	3,286.63	3,286.63	-	-	3,286.63	100.00%	-
202	(BBC # 26) DC-04 Renovation (25)	3,850.00	23	3,850.00	3,850.00	-	-	3,850.00	100.00%	-
203	(BBC # 27) Carolina Luminaires (26)	13,631.67	27	13,631.67	13,631.67	-	-	13,631.67	100.00%	-
204	(BBC # 28) Lobby Floor Box Power (27)	532.04	28	532.04	532.04	-	-	532.04	100.00%	-
205	(BBC # 29) SI #53 (28)	1,765.10	29	1,765.10	-	-	-	-	0.00%	1,765.10
206	Change Order BBC Field Site Office	3,632.45	need to issue	3,632.45	3,632.45	-	-	3,632.45	100.00%	-
207	Spa / Retail	306.92	13	306.92	-	-	-	-	0.00%	306.92
208									#DIV/0!	-
209	CCD 004 Boardroom	662.04	need to issue	662.04	-	662.04	-	662.04	100.00%	-
210	CCD 005 Wall Cut Out for Plenum / Transfer Air								#DIV/0!	-
211	CCD 006 Stair #4	271.66	need to issue	271.66	-	271.66	-	271.66	100.00%	-
212	CCD 007 SH2R1 Dining Outlets	3,028.13	need to issue	3,028.13	-	3,028.13	-	3,028.13	100.00%	-
213	CCD 008 Manager's Apartment	5,386.89	need to issue	5,386.89	-	5,386.89	-	5,386.89	100.00%	-
214									#DIV/0!	-
215									#DIV/0!	-

Balfour Beatty Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13025000

Date Prepared:	6/11/2018
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PRIME SUB'S NAME	Watson Electric
Attachment for Pay Req #:	31
for Month Ending:	6/30/2018

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? (NTD) (Yes/No)	Date NTD 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
NextGen LLC 131 Delilana Way, Suite B Summerville, SC 29483 843-871-8630	Yes	No	N/A	No	YES (NO)	\$192,253.13	3/31/2018	3/31/2018	PARTIAL	FINAL
Shelly Electrical Wholesalers 10009 Highway 78 Ladson, SC 843-879-0232	No	No	N/A	No	(YES) NO	\$2,340,455.05	1/30/2018	1/30/2018	PARTIAL	FINAL
Hegemeyer North America 4750 Goer Drive North Charleston, SC 29405 843-591-8832	Yes	No	N/A	No	YES (NO)	\$385,013.18	6/12/2018	6/12/2018	PARTIAL	FINAL
Lightning Protection Solutions Marietta, Ga 770-402-1789	No	No	N/A	No	YES (NO)	\$51,755.00	12/12/2017	12/12/2017	PARTIAL	FINAL
Chapman Company 3160 Sand Marsh Lane ML Pleasant, SC 29566 843-581-0051	Yes	No	N/A	No	YES (NO)	\$9,841.30	12/12/2017	12/12/2017	PARTIAL	FINAL
LAWY, 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
					YES NO				PARTIAL	FINAL

PROPOSED CHANGE ORDER

Watson Electrical
3215 Fortune Drive, Suite 109
North Charleston, South Carolina 29418

CCN # 174
Date: 6/12/2018
Project Name: Marion Square Hotel
Project Number: 21046
Page Number: 1

Client Address:

Balfour Beatty Construction
306 Meeting Street
Charleston, South Carolina

Work Description

We reserve the right to correct this quote for errors and omissions.

This Field Work Order includes the labor and material to complete the work related to CCD#4. Work included :

-cut in data and move LV & 120V power to center of TV.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.

This price is good for acceptance within 30 days from the date of receipt.

We request a time extension of 1 days.

We will supply and install all materials, labor, and equipment as per your instructions on <CCN_174> <ccn_174>.

Itemized Breakdown

Phase	Material(\$)	Labor Hrs
INCOMPLETE	3.30	0.00
Total	3.30	0.00

INCOMPLETE

Drawing	Material(\$)	Labor Hrs
CCD #4	3.30	0.00
Total	3.30	0.00

INCOMPLETE / CCD #4

Description	Qty	Net Price	U	Total Mat.	Labor	U	Total Hrs.
4x 1 1/2" SQ BOX COMB KO	4	46.67	C	1.87	40.00	C	0.00
4" SQ 1G PLSTR RING 5/8" RISE	3	32.96	C	0.99	25.00	C	0.00
4" SQ 2G PLSTR RING 5/8" RISE	1	44.33	C	0.44	25.00	C	0.00
Totals	8			3.30			0.00

Summary

General Materials		3.30
Material Tax	(@ 9.000 %)	0.30
Material Total		3.60
JOURNEYMAN	(5.50 Hrs @ \$52.00)	286.00

ORIGINAL



CCN-174

DAILY TIME & MATERIAL WORK REPORT

--	--	--	--	--

Date Nov 12, 2012	Job No. 2046	Work Order No. CED 114
----------------------	-----------------	---------------------------

M	T	W	T	F	S	S	Job Name 10000
---	---	---	---	---	---	---	-------------------

Description of Work: 10000

Start Time 11:30 - 12:00
Finish Time 12:00 - 12:30

MATERIAL LIST			
Quantity	Description	Rate	Amount
4	4x4 boxes		
	2 Gals plaster Ring		
2	1 Gals plaster Ring		
Total			\$

LABOR LIST					
Name	Title	Reg Hrs	Rate	OT Hrs	Amount
10000		2.75			
10000		2.75			
11:30 - 3 min 45 min 1 min					
Total					\$

EQUIPMENT LIST					
Description	Hours	Rate	Amount	Mileage	Amount
Total					\$

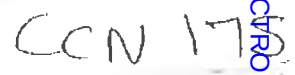
Completed By: _____

Watson Electrical Construction Co. LLC

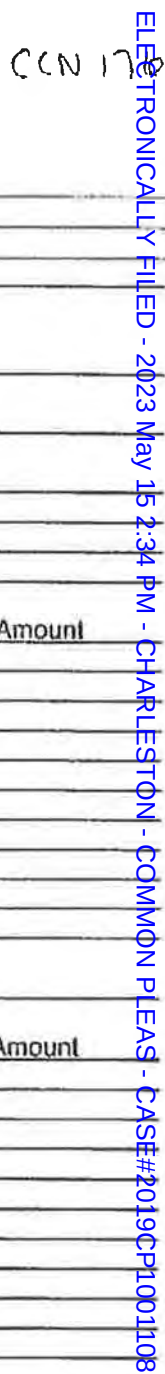
☒ Job Complete ☐ Not Complete

Approved By: _____

SR PM



ELECTRONICALLY FILED - 2023 May 15 2:34 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108



1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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Work Order No.

CCD 07

2:36

[illegible]

\$

[illegible]

\$

Description	Hours	Rate	Amount	Mileage	Rate	Amount

\$

Not Complete

Supp. R. 2861





CCN 17

DAILY TIME & MATERIAL WORK REPORT

--	--	--	--	--

Date 6/11/12		Job No. 10416		Work Order No. CCD 11 3 MINAC 125 41			
M	T	W	T	F	S	S	Job Name Paving for Abt 1
X							

Description of Work: _____

MATERIAL LIST			
Quantity	Description	Rate	Amount
Total			\$

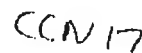
LABOR LIST						
Name	Title	Reg Hrs	Rate	OT Hrs	Rate	Amount
Total						\$

EQUIPMENT LIST						
Description	Hours	Rate	Amount	Mileage	Rate	Amount
Total						\$

Completed By: Watson Electrical Construction Co. Inc.		Approved By: [Signature]	
☐ Job Complete	☒ Not Complete		

Form No. 447 (3/03)

DIVISION

[illegible]

6/5/82

24/11/16

LED #8

M

T

W

T

F

\$

S

Job Name

Job Name HYUNDAI EA Hotel

www dot

[illegible]

\$

[illegible]

14. Horses

\$

Description	Hours	Rate	Amount	Mileage	Rate	Amount

4

Approved By:

10





1CN 177

DAILY TIME & MATERIAL WORK REPORT

--	--	--	--	--

Date Jun 6, 2019	Job No. 21046	Work Order No. ECO # 3
---------------------	------------------	---------------------------

M	T	W	T	F	S	S	Job Name Marion Sq. 113-1
---	---	---	---	---	---	---	------------------------------

Description of Work: _____

MATERIAL LIST			
Quantity	Description	Rate	Amount
100'	12" 2 m.		
4	MP - Conduits		
1 bag	BLUES & SLAGS		
1 bag	Self-heal concrete 11"		
Total			\$

LABOR LIST							
Name	Title	Reg Hrs	Rate	OT Hrs	Rate	Amount	
Keith Starnes	Electrician	5					
William Taylor	Helper	2					
Keith Starnes	Electrician	12.00					
William Taylor	Helper	12.00					
Total							\$

EQUIPMENT LIST							
Description	Hours	Rate	Amount	Mileage	Rate	Amount	
Total							\$

Completed By: Watson Electrical Construction Co. LLC ☐ Job Complete ☒ Not Complete	Approved By: _____
---	-----------------------



CCN 177

DAILY TIME & MATERIAL WORK REPORT

--	--	--	--

Date 6/4/18		Job No. 21046	Work Order No. E.C.D. # 8-111				
M	T	W	Th	F	S	S	Job Name Mission 39 Hotel

Description of Work:

MATERIAL LIST			
Quantity	Description	Rate	Amount
50'	5/8" GREEN WIRE		
1	1/4" Box		
1489	20 Gauge 1/2" Conductor		
1	3/4" Plastic Pipe		
Total			\$

LABOR LIST						
Name	Title	Reg Hrs	Rate	OT Hrs	Rate	Amount
Robert Elmore	Electrician	5				
William Taylor	Welder	2				
John Elmore	Welder	10				
William Taylor	Welder	2				
Total						\$

18 Hours

EQUIPMENT LIST						
Description	Hours	Rate	Amount	Mileage	Rate	Amount
Total						\$

Completed By:

Approved By:

Watson Electrical Construction Co. LLC

☐

Job Complete

☒

Not Complete

Form No. 447 (3/03)

DIVISION



DAILY TIME & MATERIAL WORK REPORT

--	--	--	--	--

Date

6/12/18

Job No.

21046

Work Order No.

CCD 118

M

T

W

T

F

S

S

Job Name

Macon St. Hotel

Description of Work:

MATERIAL LIST				
Quantity	Description	Rate	Amount	
100'	8/3 MC			
1	4" RMC. Conductor			
1	2" MC 150 Amp. A Breaker			
1	4x4 Drop box with steel plate			
1	1/2" Sdmg			
Total			\$	

LABOR LIST						
Name	Title	Reg Hrs	Rate	OT Hrs	Rate	Amount
Kenneth Shum	Super	1				
William Taylor	Wkr	2				
David	Start	1				
Kenneth Shum	Wkr	10:00	X 11.00			
William Taylor	Wkr	10:30	X 11.00			
Total						\$

1.3 Hours

EQUIPMENT LIST					
Description	Hours	Rate	Amount	Mileage	Amount
Total					\$

Completed By:

Watson Electrical Construction Co. LLC



Job Complete



Not Complete

Approved By:

X [Signature]

		Pay App 31 June 2018	
		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	\$ 142,087.00	
December	SHEALY	\$ 137,087.00	
January	SHEALY	\$ 116,587.00	
February	SHEALY	\$ 100,937.00	
March	SHEALY	\$ 88,937.00	
April	SHEALY	\$ 63,437.00	
May	SHEALY	\$ 63,437.00	
June	SHEALY	\$ 63,437.00	
July	SHEALY	\$ 63,437.00	

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
\$ 8,000.00	\$ 142,087.00
\$ 5,000.00	\$ 137,087.00
\$ 20,500.00	\$ 116,587.00
\$ 15,650.00	\$ 100,937.00
\$ 12,000.00	\$ 88,937.00
\$ 25,500.00	\$ 63,437.00
	\$ 63,437.00
	\$ 63,437.00
	\$ 63,437.00
	\$ 63,437.00

STATE OF SC
COUNTY OF Lexington

LOWER TIER AFFIDAVIT OF WAIVER OF LIEN

FROM: Border States Electric
(Second Tier Subcontractor / Supplier)
TO: Watson Electrical Charleston
(First Tier Subcontractor or General Contractor)

JOB AND LOCATION: 21046 Hotel At Marion

The undersigned hereby certifies the following:

1. That he/she is familiar with the matters set forth in this Affidavit.
2. The total purchase order for this project is \$ 157,011.57 (optional)
3. That all materials and/or labor supplied to the above-referenced job (check boxes that apply; more than one box may be checked):
 - ☐ All invoices have been paid in full through ____/____/____; OR
 - ☒ That upon receipt of the sum of \$ 24,404.24 will be paid for all materials and or labor supplied to the job through 5-31-18; OR
 - ☐ That upon receipt of the sum of \$ _____, I will be paid full and final for all materials and/or labor supplied through the end of the project.
4. This affidavit releases any liens and claims on bonds through the date specified, upon receipt of any payment due in item 3 above.

IN WITNESS WHEREOF, the Undersigned has signed this instrument this 13 day of June, 2018.

COMPANY: Border States Electric

BY: C. Chaney

TITLE: Credit Analyst

Subscribed and sworn to me this the 13 day of June 2018.

Notary Public [Signature]

My Commission Expires:

John Dabe
NOTARY PUBLIC
State of South Carolina
My Commission Expires 4/10/2028



**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 32,634.75 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 30 day of June, 2018, 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 12 day of June, 2018.

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 12 day of June, 2018, 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.



My Commission Expires:

Cherie Clubb
NOTARY PUBLIC, STATE OF SC

BP06A

Test for Payment

Pay Request # 19
Work Performed Through: 06/30/18

Subcontractor's Name: Low Country Case & Millwork, Inc.
Subcontractor's Address: 3270 Benchmark Drive
Ladson, SC 29456
Phone Number: 704-809-5116
Fax Number:

Project Name: Hotel at Marion Square
Owner: Library Associates, LLC
Job No.: 13026400
Date: 06/15/18

Description of Work:	Casework & Millwork Floors 3-8
Original Contract Amount	\$1,051,032.00
Change Order Total Through C/O #: 0	\$547,496.90
Total Revised Contract	\$1,598,528.90
Previous Work Performed to Date(SSR)	\$1,481,057.00
Value of Materials Stored On Site	\$0.00
Value of Materials Stored Off Site	\$0.00
Current Month Gross	\$30,277.90
New Work Performed to Date	\$1,511,334.90
Less 10 % Retainage	\$75,566.75
Net Earned to Date	\$1,435,768.15
Less Previous Net Billings	\$1,407,004.15
Less Adjustments/Joint Checks	\$0.00
Less Pending Back Charges	\$0.00
Total Amount This Requisition	\$28,764.00

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 ☒ Finalized
Insurance Expiration Date 09/04/18

Release Attached ☐ Y ☐ N
Tier/Supplier Release ☐ Y ☐ N
if Required ☐ Y ☐ N
Reducing Retention ☐ Y ☐ N

If reducing retainage, reducing From ☐ To ☒
Consent of Surety for retention ☐ Y ☐ N
reduction if bonded ☐ Y ☐ N
New materials stored off site ☐ Y ☐ N
If yes, attach stored materials checklist ☐ Y ☒ N

Final Payment ☐ Y ☒ N
If yes, see attached checklist ☐ Y ☐ N

Owner Billing Number N/A

Owner Payment Rec'd Date:

Payment Terms: Pay When Paid

Pay Select #

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
50000	3798186	13026000	
Date	Invoice #	Description	
06/30/18	13026400 - 19	13026400 . PE# 19 . 180630	
Gross Amount	Retainage Amt	Net Amount	
\$30,277.90	\$151,133.49	\$28,764.00	
Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO			NO
Halt Codes:	PM APP O/F		

Approvals:

PM / Date

CA 06/15/18

PA / Date

APA / Date

[illegible]

1957-1958	21512
1958-1959	21513
1959-1960	21514

Supp. Vol. 6

Before Reality Construction

TIER RELEASE SCHEDULE

[illegible]

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

KNOW ALL MEN BY THESE PRESENTS:

That Low Country Case and Millwork (the "Lienor") for and in consideration of the payment of the sum of \$ 20,764.00 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 30th day of June, 2018, 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 and seal this 14th day of June, 2018

Signed, sealed and delivered
in the presence of:

Constantine Polacek
Signature
Constantine Polacek
Print Name

Low Country Case and Millwork
a Service corporation
David Stasiukaitis
Signature
David Stasiukaitis, CEO
Print Name & Title

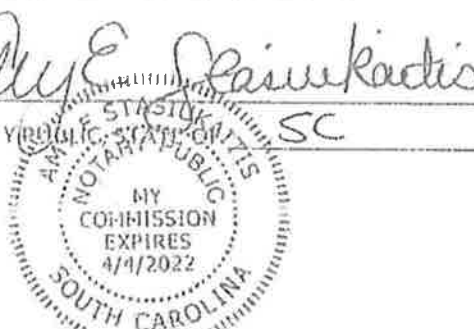
STATE OF South Carolina
COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 14th day of June, 2018, 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

My Commission Expires:

4.4.2022

NOTARY PUBLIC



Barnhart Balfour Beatty

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO CONSTRUCTION MANAGER:

PROJECT:

HOTEL AT MARION SQUARE - Cor

APPLICATION NO:

18

Distribution to:

Balfour Beatty Construction
1930 Camden Rd. Suite 280
Charlotte, NC 28210

FROM CONTRACTOR:

VIA ARCHITECT:

Low Country Case and Milwork

3270 Benchmark Drive

Ladson, SC 29456

PERIOD TO:

42674

PROJECT NO:

#13026000

☒ 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.

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 Stawick

Date:

6/15/18

CONTRACTOR

By:

Date:

CONSTRUCTION MANAGER

By:

Date:

1. ORIGINAL CONTRACT SUM	\$	1,071,713.00
2. Net change by Change Orders	\$	179,332.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	1,251,045.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	1,068,801.00
5. RETAINAGE:	\$	53,440.05
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	1,015,360.95
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	945,447.60
8. CURRENT PAYMENT DUE	\$	69,913.35
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	235,684.05

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

\$ 69,913.35

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

ARCHITECT:

By:

Date:

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$164,853.00	\$0.00
Total approved this Month	\$14,479.00	\$0.00
TOTALS	\$179,332.00	\$0.00
NET CHANGES by Change Order	\$179,332.00	

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.

CONTINUATION SHEET

ALM DOCUMENT# 6703

ALM Document 6703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column 1 on Contracts where variable retainings for line items may apply.

APPLICATION NO: 18
APPLICATION DATE: 6/15/18
PERIOD TO: 6/30/18

Balance Due Project 0
5%

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D O R E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D+E+F)	THIS PERIOD (H - E)					
1	1st Floor - Millwork	296,567.00	-	296,567.00	272,435.00	13,191.00	-	285,626.00	96.31%	10,941.00	14,281.30
2	1st Floor - Casework	163,776.00	-	163,776.00	115,661.00	4,967.00	-	120,648.00	73.67%	43,128.00	6,032.40
3	2nd Floor - Millwork	255,473.00	-	255,473.00	243,535.00	7,775.00	-	251,310.00	98.37%	4,163.00	12,565.50
4	2nd Floor - Casework	42,175.00	-	42,175.00	37,510.00	3,733.00	-	41,243.00	97.79%	932.00	2,062.15
5	2nd Floor Spa - Millwork	44,442.00	-	44,442.00	44,352.00	-	-	44,352.00	99.80%	90.00	2,217.60
6	Concierge - Millwork	16,340.00	-	16,340.00	8,170.00	7,353.00	-	15,523.00	95.00%	817.00	776.15
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	Roof Top - Millwork	53,959.00	-	53,959.00	48,118.00	5,840.00	-	53,958.00	100.00%	1.00	2,697.90
11	Roof Top - Casework	48,193.00	-	48,193.00	17,605.00	7,866.00	-	25,471.00	52.85%	22,722.00	1,273.55
12	Elevator Lobbies - Millwork	26,606.00	-	26,606.00	26,606.00	-	-	26,606.00	100.00%	-	1,330.30
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%	-	1,307.00
15	Change Order 1	30,013.00	-	30,013.00	30,013.00	-	-	30,013.00	100.00%	-	1,500.65
16	Change Order 2	126,088.00	-	126,088.00	115,038.00	9,642.00	-	124,680.00	98.88%	1,408.00	6,234.00
17	Change Order 3	2,398.00	-	2,398.00	2,398.00	-	-	2,398.00	100.00%	-	119.90
18	Change Order 4 (Moved from CCD 006 - May)	1,949.00	-	1,949.00	1,949.00	-	-	1,949.00	100.00%	-	97.45
19	CCD 006 - Stair 04	5,116.00	-	5,116.00	-	5,116.00	-	5,116.00	100.00%	-	255.80
20	CCD 006 - Manager's Apartment	12,515.00	-	12,515.00	4,405.00	8,410.00	-	12,515.00	100.00%	-	625.75
21	CCD 009a - Registration	-	-	-	-	-	-	-	-	-	-
22	CCD 009b - Bell Hop	-	-	-	-	-	-	-	-	-	-
23	CCD 009c - Waitress Stand	-	-	-	-	-	-	-	-	-	-
24	-	-	-	-	-	-	-	-	-	-	-
25	-	-	-	-	-	-	-	-	-	-	-
26	-	-	-	-	-	-	-	-	-	-	-
	GRAND TOTALS	1,251,045.00	0.00	1,251,045.00	995,208.00	73,593.00	0.00	1,068,801.00	85.43%	182,244.00	53,440.05

**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 \$ 69,913.35 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 30th day of June, 2018, 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 June, 2018

Signed, sealed and delivered
in the presence of:

PAUL STASIUKAITIS
Signature
PAUL STASIUKAITIS
Print Name

Low Country Case & 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 15th day of June, 2018, 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.

My Commission Expires:

4-4-2022



BP09B

Request for Payment

 Pay Request # 8
 Work Performed Through: 6/20/2018

 Subcontractor's Name Flooring Services, Inc
 Subcontractor's Address 2220 Technical Parkway
North Charleston, SC 29406
 Phone Number 843-764-4675
 Fax Number 843-764-4678

 Project Name: Hotel at Marion Square Job No.: 13026000 Date: 6/13/2018
 Owner: Library Associates, LLC

Description of Work:

Floor Covering

Original Contract Amount	<u>\$369,770.00</u>
Change Order Total	<u>\$49,887.00</u>
Through C/O #: <u>3</u>	
Total Revised Contract	<u>\$419,657.00</u>
Value of Work Performed to Date	<u>\$288,047.17</u>
Value of Materials Stored On Site	<u>\$0.00</u>
Value of Materials Stored Off Site	<u>\$0.00</u>
Current Month (Stored Materials)	<u>\$0.00</u>
Total	<u>\$288,047.17</u>
Less <u>10</u> % Retainage	<u>\$28,804.72</u>
Amount Earned to Date	<u>\$259,242.45</u>
Less Previous Billings/Payments	<u>\$224,419.65</u>
Less Adjustments/Joint Checks	<u>\$0.00</u>
Less Pending Back Charges	<u>\$0.00</u>
Total Amount this Requisition	<u>\$34,822.80</u>

 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 Y ☐ N ☐
 If Required
 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 Y ☐ N ☐
 If yes, attach stored materials checklist

 Final Payment Y ☐ N ☐
 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	
\$38,692.00	\$3,869.20	\$34,822.80	
Accrue Tax	Tax Code	Pay Item & Cost Code	
YES			
NO			
Mail Codes:			
Approvals: PM / Date PA / Date APA / Date			

TO (Construction Manager):

Balfour Beatty Construction, LLC
600 Galleria Parkway, Suite 1800
Atlanta, GA 30339

PROJECT Hotel at Marion Square

404 King Street
Charleston, SC 29403

FROM (TRADE CONTRACTOR):

Flooring Services, Inc.
2220 Technical Parkway
North Charleston, SC 29406

VIA (CONSTRUCTION MANAGER):

ARCHITECT'S
PROJECTS INC 13026000

APPLICATION: 8 DISTRIBUTION TO:

PERIOD FROM 05/21/2018

☒ OWNER

PERIOD TO: 06/20/2018

☐ CONSTRUCTION MANAGER☐ ARCHITECT☐ TRADE CONTRACTOR

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

CONTRACT DATE: 1/25/2016

Application is made for Payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703.

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL	\$49,887.00	
Approved this Month		
No. Date Approved		
TOTALS	0.00	\$0.00
Net change by Change Orders:		\$49,887.00

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

CONTRACTOR:

By: Jackie Blackmon, Vice-President

Date: 6/13/2018

CONSTRUCTION MANAGER'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/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 Trade Contractor is entitled to payment of the AMOUNT CERTIFIED.

Part-
C Agreement Dated: November 25, 2013

1 of 3

Exhibit G - Request for Payment
Project No: 12954000
12-1983

1. ORIGINAL CONTRACT SUM	\$	369,770.00
2. Net change by Change Orders	\$	49,887.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	419,657.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	288,047.17
5. RETAINAGE:		
10 % of Completed Work (Column D + E on G703)	\$	28,804.72
10 % of Stored Material (Column F on G703)	\$	\$0.00
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$	28,804.72
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	259,242.45
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	224,419.65
8. CURRENT PAYMENT DUE	\$	34,822.80
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 8)	\$	160,414.55

State of: South Carolina County of: Charleston
Subscribed and sworn to before me this 13th day of June
Notary Public: [Signature]
My commission expires: 7/6/2023

AMOUNT CERTIFIED

\$

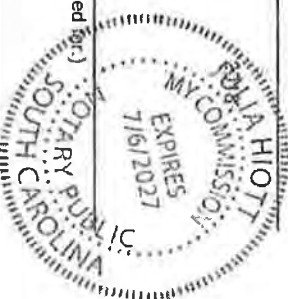
(Attach explanation if amount certified differs from the amount applied for.)

CONSTRUCTION MANAGER:

Balfour Beatty Construction, LLC

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.



CONTINUATION SHEET

A14 DOCUMENT G703

PAGE 2 OF 2 PAGES

APPLICATION FOR PAYMENT, INTERIM RELEASE & INTERIM LIEN WAIVER

containing Subcontractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

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

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

Project #1302600; Hotel at Marion Square

A Item No.	B Description of Work	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G ÷ C)			
1	Cardboard Protection Over Floor	\$18,567.00		\$7,604.00		\$7,604.00	40.95%	\$10,963.00	\$760.40
2	Spa, Locker Rm, Treatment, Vestibule Bamboo	\$33,822.00		\$33,822.00		\$33,822.00	100.00%	\$0.00	\$3,382.20
3	Concierge Lounge/Dining	\$13,980.00		\$6,990.00		\$10,485.00	75.00%	\$3,495.00	\$1,048.50
4	1st Floor Bar, Pre-Func. Board Room	\$134,868.00		\$67,434.00		\$99,168.00	73.53%	\$35,700.00	\$9,916.80
5	Storage, Receiving, Staff Break Rm, Locker Rm-VCT & Base	\$18,420.00		\$15,652.50		\$15,652.50	84.98%	\$2,767.50	\$1,565.25
6	RF-01 Fitness Rm Fir Oak	\$6,532.00		\$3,080.00		\$3,080.00	47.15%	\$3,452.00	\$308.00
7	Ball Rm Cp-02 Install Only	\$11,000.00				\$0.00	0.00%	\$11,000.00	\$0.00
8	Admin Offices Cp-06 Install Only	\$1,805.00				\$0.00	0.00%	\$1,805.00	\$0.00
9	Bridal Suite CP-05 Install Only	\$340.00				\$0.00	0.00%	\$340.00	\$0.00
10	Restaurant Dining 1st & 2nd Ftr CP-01 Install Only	\$4,560.00				\$0.00	0.00%	\$4,560.00	\$0.00
11	Guest Rm Corridors	\$17,700.00				\$0.00	0.00%	\$17,700.00	\$0.00
12	Unit Guest Rms CP-04 Install Only	\$25,200.00		\$21,737.00		\$25,200.00	100.00%	\$0.00	\$2,520.00
13	Unit Guest Rms/Manager Suite Wood	\$74,176.00		\$64,335.25		\$64,335.25	86.73%	\$9,840.75	\$6,433.53
14	Composite Clean Change Order #1-Floor &	\$8,800.00				\$0.00	0.00%	\$8,800.00	\$0.00
15	Feather L3 Terraces	\$1,350.00		\$1,350.00		\$1,350.00	100.00%	\$0.00	\$135.00

APPLICATION NO: 8

6/13/2018

PERIOD TO: 6/20/2018

Project #1302600; Hotel at Marion Square

Original Contract Amount	\$369,770.00
Change Orders	\$49,887.00
Adjusted Contract Amount	\$419,657.00
Amount complete	\$288,047.17
Less 10% retainage	\$28,804.72
Total less retainage	\$259,242.45
Less previously paid	\$224,419.65
Amount Due This Request	\$34,822.80
Balance to Finish	\$160,414.55

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

KNOW ALL MEN BY THESE PRESENTS:

That Flooring Services (the "Lienor") for and in consideration of the payment of the sum of \$ 34,822.80 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:
None

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 13th day of June, 2018, 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 June, 2018

Signed, sealed and delivered
in the presence of:

Inge Crawford

Signature
Inge Crawford

Print Name

Flooring Services, Inc.

a South Carolina corporation

Barry Blackmon

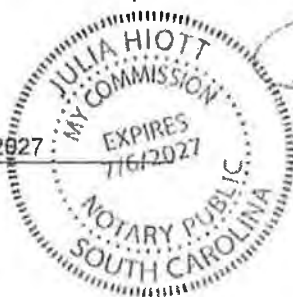
Signature
Barry Blackmon, President

Print Name & Title

STATE OF South Carolina

COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 13th day of June, 2018 by Barry Blackmon, President of Flooring Services, Inc., a South Carolina corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.



My Commission Expires: 07/06/2027

Julia Hiott
NOTARY PUBLIC, STATE OF South Carolina

Julia Hiott

Baron Beatty
 Court Reporter

TIER RELEASE SCHEDULE & OCIP CONFIRMATION LOG

Job Name	Hotel at Marion Square
Job #	11025402
Date Prepared:	6/12/2018
PRIME SUB'S NAME	Flooring Services, Inc.
Attachment for Pay Req #:	7
Month Ending:	May
MONTH ENDING DATE HERE	

****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	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? (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 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	NO	YES	NO	\$12,123.00	4/27/2010	PARTIAL	thru March 2010
L. Fishman & Son, Inc 6301 E Lombard St Baltimore, MD 21224 410-553-0066	YES	NO	N/A	NO	YES	NO	\$4,593.86	4/29/2018	PARTIAL	thru May 2018
SHASS Flooring, LLC 100 Rhonda Dr, Lot 35 Summerville, SC 29483 843-726-9531	NO	NO	N/A	NO	YES	NO	\$655.00	9/30/2017	PARTIAL	thru September 2017
William M. Bird and Company, Inc 4210 Azalea Dr N Charleston, S.C. 29405 843-554-3240	YES	NO	N/A	NO	YES	NO	\$33,861.22	3/22/2016	PARTIAL	thru May 2018
Knots Flooring, LLC 107 B Wendy Way Summerville, SC 29485	YES	NO	N/A	NO	YES	NO	\$945.00	10/6/2017	PARTIAL	thru April 2018
Jason Kozlitz 3025 Blue House Rd, Apt #8303 Ladson, SC 29455	YES	NO	N/A	NO	YES	NO	\$1,994.00	12/15/2017	PARTIAL	thru May 2018
Wilmer O Flores 3642 Camaris Way Dr. Buholc, CA 90519	YES	NO	N/A	NO	YES	NO	\$13,514.05	4/16/2018	PARTIAL	thru April 2018
Maceo Hartwood LLC 1500 A Northside Crossing Macon, GA 31210	YES	NO	N/A	NO	YES	NO	\$74,130.00	4/6/2016	PARTIAL	thru May 2018
Ruby Carpet, LLC 538 Royle Rd Ladson, SC 29455	YES	NO	N/A	NO	YES	NO	\$2,698.00	1/26/2018	PARTIAL	thru May 2018
Sports Flooring the Shift Communications P.O. Box 603030 Charlotte, NC 28260-3030	YES	NO	N/A	NO	YES	NO	\$8,406.11	4/5/2018	PARTIAL	thru May 2018
AG Wood Flooring, LLC 125 Pecan Grove Ave Goose Creek, SC 29445	YES	NO	N/A	NO	YES	NO	\$21,523.50	5/11/2018	PARTIAL	thru May 2018

TIER RELEASE SCHEDULE & OCIP CONFIRMATION LOG

Job Name	Hester Education Software							
Job #	13026100							
Date Prepared:	5/11/2018							
PRIME SUB'S NAME	Flooting Services, Inc.							
Attachment for Pay Rec #:	7							
for Month Ending:	May MONTH ENDING DATE HERE							

A	B	C	D	E	F	G	H	I	J	K	
Subcontractor/Suppliers List all subs or suppliers who will perform work for this contract. Last Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filled?(NTO)	Date NTO Filed:	Bonded Sub? (Yes/No)	This 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 per or released)	Tier's most recent release is PARTIAL or FINAL? Select One	Comments:
Car Title Distribution, Inc. P.O. BOX 209958 Dallas, Texas 75220-9058	YES	NO	N/A	NO	YES	NO	\$491.83	5/18/2018	5/31/2018	PARTIAL	Thru May 2018
Ferrin Ponce 1004 Redbank Rd., L-17 Goose Creek, SC 29445	YES	NO	N/A	NO	YES	NO	\$2,745.00	5/11/2018	5/31/2018	PARTIAL	Thru May 2018
JJ Holmes & Co Inc P.O. Box 791380 Baltimore, MD 21279	YES	NO	N/A	NO	YES	NO	\$4,192.71	5/23/2018	5/31/2018	PARTIAL	Thru May 2018
K&S, INC 179 Campanello Passy, Stoughton, MA 02072	YES	NO	N/A	NO	YES	NO	\$9,237.05	5/2/2018	5/31/2018	PARTIAL	Thru May 2018
Webs Floor Covering 29 Aldene Ave Geosar Creek, SC 29445	YES	NO	N/A	NO	YES	NO	\$1,059.75	5/18/2018	5/31/2018	PARTIAL	Thru May 2018

Note: For any unenrolled/unreported tier sub that is involved in an OCIP loss, you may be responsible for \$50,000 deductible.

Test for Payment

Pay Request # **PE15**
Work Performed Through: **06/30/18**

Subcontractor's Name **SBC Group LLC, dba Merit Professional Coatings**
Subcontractor's Address **1470 Ben Sawyer Blvd Suite 16**
MI Pleasant, SC 29464

Phone Number
Fax Number

Project Name: **Hotel at Marion Square** Job No.: **13026400** Date: **06/19/18**
Owner: **Library Associates, LLC**

Description of Work:	Painting & Wallcovering	
Original Contract Amount	\$698,480.00	
Change Order Total Through C/O #: 1	\$234,482.92	GET BOND RIDER!!
Total Revised Contract	\$932,962.92	
Previous Work Performed to Date(SSR)	\$907,698.61	
Value of Materials Stored On Site	\$0.00	
Value of Materials Stored Off Site	\$0.00	
Current Month Gross	\$5,968.39	
New Work Performed to Date	\$913,667.00	
Less 10 % Retainage	\$45,683.35	
Amount Earned to Date	\$867,983.65	
Less Previous Net Billings	\$862,313.68	
Less Adjustments/Joint Checks	\$0.00	
Less Pending Back Charges	\$0.00	
Total Amount this Requisition	\$5,669.97	

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** ☐
EEQ Reports Current **Y** ☐ **N** ☐
Certified Payrolls Current **Y** ☐ **N** ☐

Insurance Status **Finalized**
Insurance Expiration Date **04/23/18**

Release Attached **Y** ☐ **N** ☐
Tier/Supplier Release **Y** ☐ **N** ☐
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 **Y** ☐ **N** ☒
If yes, attach stored materials checklist

Final Payment **Y** ☐ **N** ☒
If yes, see attached checklist

Owner Billing Number **11**

Owner Payment Rec'd Date:

Payment Terms: **Pay When Paid**

Pay Select #

For Balfour Beatty Use Only:

CD #	Vendor #	Job #	Contract No.
50540	3715721	13026400	554222
Date	Invoice #	Description	
06/30/18	13026400 - PE15	13026400 . PE# PE15 . 18.06	
Gross Amount	Retainage Amt	Net Amount	
\$5,968.39	\$298.42	\$5,669.97	
Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400.50991000.40	NO
Halt Codes: 02- OWNER FUNDING Lower Tier Schedule PM APP			

ats:

PM / Date

CA 06/18/18

PA / Date

APA / Date

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:

Library Associates LLC

PROJECT:

Hotel at Marion Square
404 King Street
Charleston SC 29403

AIA DOCUMENT G702

APPLICATION NO 15

PAGE ONE OF TWO PAGES

Distribution to:

☐ OWNER
☐ ARCHITECT
☒ CONTRACTOR

FROM CONTRACTOR:

Quantum Coatings
1470 Ben Sawyer Blvd, Suite 16
Mt. Pleasant, SC 29464

VIA CONTRACTOR:

Balfour Beatty Construction

PROJECT NOS: 13026000

CONTRACT FOR: Painting

CONTRACT DATE 6/29/2015

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.

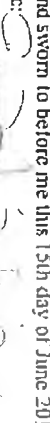
1. ORIGINAL CONTRACT SUM \$ 698,480.00
2. Net change by Change Orders \$ 234,482.92
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 932,962.92
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 913,667.00
5. RETAINAGE:
 - a. 5 % of Completed Work \$ 445,683.35
(Column D + E on G703)
 - b. % of Stored Material \$ Included in above
(Column F on G703)Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 445,683.35
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 867,983.65
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 862,313.68
8. CURRENT PAYMENT DUE \$ 5,669.97
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 64,979.27

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Change Orders Approved	\$234,482.92	
Total Change Orders Pending	\$234,482.92	\$0.00
TOTALS		
NET CHANGES by Change Order	\$234,482.92	

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: Quantum Coatings LLC

By:  Date: 6/18/2018

State of: South Carolina County of: Charleston
Subscribed and sworn to before me this 15th day of June 2018
Notary Public: 

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 on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE TWO OF TWO PAGES

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached

In tabulations below, amounts are stated to the nearest dollar

(See Column I on Contracts where variable percentage for line items may apply.)

APPLICATION NO: 15
 APPLICATION DATE: 6/15/2018
 PERIOD TO: 6/30/2018
 ARCHITECT'S PROJECT NO: 13025000

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+I)	H %	I BALANCE TO FINISH (C-C)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION	THIS PERIOD					
	Terminals, Fees, Licenses, Insurance	\$22,752.00	\$11,752.00			\$22,752.00	100.00%	\$0.00	\$1,137.60
	Mock-Ups	\$6,500.00	\$6,500.00			\$6,500.00	100.00%	\$0.00	\$325.00
	BOH Sealed Floors	\$2,000.00	\$1,000.00			\$2,000.00	100.00%	\$0.00	\$0.00
	BOH Exp Ceilings Blockfill	\$1,200.00	\$1,200.00			\$1,200.00	100.00%	\$0.00	\$100.00
	BOH Exp Ceiling 1st Coat	\$950.00	\$950.00			\$950.00	100.00%	\$0.00	\$60.00
	BOH Exp Ceiling 2nd Coat	\$850.00	\$850.00			\$850.00	100.00%	\$0.00	\$47.50
	BOH Metal Shims	\$9,200.00	\$9,200.00			\$9,200.00	100.00%	\$0.00	\$412.50
	BOH Masonry Walls Blockfill	\$3,800.00	\$3,800.00			\$3,800.00	100.00%	\$0.00	\$460.00
	BOH Masonry Walls 1st Coat	\$3,300.00	\$3,300.00			\$3,300.00	100.00%	\$0.00	\$190.00
	BOH Masonry Walls 2nd Coat	\$3,300.00	\$3,300.00			\$3,300.00	100.00%	\$0.00	\$165.00
	BOH Painting - Prime	\$15,800.00	\$15,800.00			\$15,800.00	95.00%	\$790.00	\$163.00
	BOH Painting - 1st Coat	\$13,200.00	\$12,540.00			\$12,540.00	95.00%	\$660.00	\$750.50
	BOH Painting - 2nd Coat	\$12,200.00	\$11,590.00			\$11,590.00	95.00%	\$610.00	\$627.00
	BOH WC Hang	\$10,000.00	\$9,500.00			\$9,500.00	95.00%	\$500.00	\$579.50
	BOH Lintels	\$700.00	\$700.00			\$700.00	100.00%	\$0.00	\$475.00
	3rd Floor Prime	\$25,600.00	\$25,600.00			\$25,600.00	100.00%	\$700.00	\$0.00
	3rd Floor 1st Coat	\$23,575.00	\$23,575.00			\$23,575.00	100.00%	\$0.00	\$0.00
	3rd Floor 2nd Coat	\$19,575.00	\$19,575.00			\$19,575.00	100.00%	\$0.00	\$1,280.00
	3rd Floor WC Hang	\$4,340.00	\$4,340.00			\$4,340.00	100.00%	\$0.00	\$978.75
	4th Floor Prime	\$25,600.00	\$25,600.00			\$25,600.00	100.00%	\$0.00	\$217.00
	4th Floor 1st Coat	\$23,575.00	\$23,575.00			\$23,575.00	100.00%	\$0.00	\$1,280.00
	4th Floor 2nd Coat	\$19,575.00	\$19,575.00			\$19,575.00	100.00%	\$0.00	\$1,178.75
	4th Floor WC Hang	\$4,340.00	\$4,340.00			\$4,340.00	100.00%	\$0.00	\$978.75
	5th Floor Prime	\$25,600.00	\$25,600.00			\$25,600.00	100.00%	\$0.00	\$217.00
	5th Floor 1st Coat	\$23,575.00	\$23,575.00			\$23,575.00	100.00%	\$0.00	\$1,280.00
	5th Floor 2nd Coat	\$19,575.00	\$19,575.00			\$19,575.00	100.00%	\$0.00	\$1,178.75
	5th Floor WC Hang	\$4,340.00	\$4,340.00			\$4,340.00	100.00%	\$0.00	\$978.75
	6th Floor Prime	\$19,500.00	\$19,500.00			\$19,500.00	100.00%	\$0.00	\$217.00
	6th Floor 1st Coat	\$17,352.00	\$17,352.00			\$17,352.00	100.00%	\$0.00	\$975.00
	6th Floor 2nd Coat	\$15,352.00	\$15,352.00			\$15,352.00	100.00%	\$0.00	\$867.60
	6th Floor WC Hang	\$3,250.00	\$3,250.00			\$3,250.00	100.00%	\$0.00	\$767.60
								\$0.00	\$162.50

7th Floor Prime	\$19,500.00	\$19,500.00	\$19,500.00	100.00%	\$0.00	\$975.00
7th Floor 1st Coat	\$17,352.00	\$17,352.00	\$17,352.00	100.00%	\$0.00	\$867.60
7th Floor 2nd Coat	\$15,352.00	\$15,352.00	\$15,352.00	100.00%	\$0.00	\$766.25
7th Floor W/C Hang	\$3,256.00	\$3,256.00	\$3,256.00	100.00%	\$0.00	\$162.80
8th Floor Prime	\$19,500.00	\$19,500.00	\$19,500.00	100.00%	\$0.00	\$975.00
8th Floor 1st Coat	\$17,352.00	\$17,352.00	\$17,352.00	100.00%	\$0.00	\$867.60
8th Floor 2nd Coat	\$15,352.00	\$15,352.00	\$15,352.00	100.00%	\$0.00	\$767.60
8th Floor W/C Hang	\$3,260.00	\$3,260.00	\$3,260.00	100.00%	\$0.00	\$160.00
Corridors 3rd Floor Prime	\$4,000.00	\$4,000.00	\$4,000.00	100.00%	\$0.00	\$200.00
Corridors 3rd Floor 1st Coat	\$3,000.00	\$3,000.00	\$3,000.00	100.00%	\$0.00	\$150.00
Corridors 3rd Floor 2nd Coat	\$2,500.00	\$2,500.00	\$2,500.00	100.00%	\$0.00	\$125.00
Corridors 3rd Floor W/C Hang	\$5,600.00	\$5,600.00	\$5,600.00	100.00%	\$0.00	\$280.00
Corridors 4th Floor Prime	\$4,000.00	\$4,000.00	\$4,000.00	100.00%	\$0.00	\$200.00
Corridors 4th Floor 1st Coat	\$3,000.00	\$3,000.00	\$3,000.00	100.00%	\$0.00	\$150.00
Corridors 4th Floor 2nd Coat	\$2,500.00	\$2,500.00	\$2,500.00	100.00%	\$0.00	\$125.00
Corridors 4th Floor W/C Hang	\$5,600.00	\$5,600.00	\$5,600.00	100.00%	\$0.00	\$280.00
Corridors 5th Floor Prime	\$4,000.00	\$4,000.00	\$4,000.00	100.00%	\$0.00	\$200.00
Corridors 5th Floor 1st Coat	\$3,000.00	\$3,000.00	\$3,000.00	100.00%	\$0.00	\$150.00
Corridors 5th Floor 2nd Coat	\$2,500.00	\$2,500.00	\$2,500.00	100.00%	\$0.00	\$125.00
Corridors 5th Floor W/C Hang	\$5,600.00	\$5,600.00	\$5,600.00	100.00%	\$0.00	\$280.00
Corridors 6th Floor Prime	\$3,000.00	\$3,000.00	\$3,000.00	100.00%	\$0.00	\$150.00
Corridors 6th Floor 1st Coat	\$2,255.00	\$2,255.00	\$2,255.00	100.00%	\$0.00	\$112.75
Corridors 6th Floor 2nd Coat	\$4,000.00	\$4,000.00	\$4,000.00	100.00%	\$0.00	\$200.00
Corridors 6th Floor W/C Hang	\$3,000.00	\$3,000.00	\$3,000.00	100.00%	\$0.00	\$150.00
Corridors 7th Floor Prime	\$3,000.00	\$3,000.00	\$3,000.00	100.00%	\$0.00	\$150.00
Corridors 7th Floor 1st Coat	\$2,255.00	\$2,255.00	\$2,255.00	100.00%	\$0.00	\$112.75
Corridors 7th Floor 2nd Coat	\$4,000.00	\$4,000.00	\$4,000.00	100.00%	\$0.00	\$200.00
Corridors 7th Floor W/C Hang	\$3,000.00	\$3,000.00	\$3,000.00	100.00%	\$0.00	\$150.00
Corridors 8th Floor Prime	\$3,000.00	\$3,000.00	\$3,000.00	100.00%	\$0.00	\$150.00
Corridors 8th Floor 1st Coat	\$2,255.00	\$2,255.00	\$2,255.00	100.00%	\$0.00	\$112.75
Corridors 8th Floor 2nd Coat	\$4,000.00	\$4,000.00	\$4,000.00	100.00%	\$0.00	\$200.00
Corridors 8th Floor W/C Hang	\$3,000.00	\$3,000.00	\$3,000.00	100.00%	\$0.00	\$150.00
Ballroom Prime	\$8,000.00	\$8,000.00	\$8,000.00	100.00%	\$0.00	\$400.00
Ballroom 1st Coat	\$7,500.00	\$7,500.00	\$7,500.00	100.00%	\$0.00	\$375.00
Ballroom 2nd Coat	\$6,400.00	\$6,400.00	\$6,400.00	100.00%	\$0.00	\$320.00
Ballroom W/C Hang	\$6,200.00	\$6,200.00	\$6,200.00	100.00%	\$0.00	\$310.00
Canillas Prime	\$1,500.00	\$1,500.00	\$1,500.00	100.00%	\$0.00	\$75.00

CO1	Caulfills 1st Coat	\$1,200.00	\$1,176.00			\$1,176.00	98.00%	\$24.00	\$58.80
CO1	Caulfills 2nd Coat	\$1,000.00	\$980.00			\$980.00	98.00%	\$20.00	\$49.00
CO1	Caulfills WC Hang	\$400.00						\$400.00	\$0.00
CO1	Lobby Prime	\$6,000.00	\$6,000.00			\$6,000.00	100.00%	\$0.00	\$300.00
CO1	Lobby 1st Coat	\$5,500.00	\$4,950.00			\$5,225.00	95.00%	\$275.00	\$261.25
CO1	Lobby 2nd Coat	\$4,500.00	\$4,050.00			\$4,275.00	95.00%	\$225.00	\$213.75
CO1	Lobby WC Hang	\$4,000.00	\$3,600.00			\$3,800.00	95.00%	\$200.00	\$190.00
CO1	Parking Deck, Prime	\$14,400.00	\$14,400.00			\$14,400.00	100.00%	\$0.00	\$720.00
CO1	Parking Deck, Top Coat	\$12,800.00	\$12,800.00			\$12,800.00	100.00%	\$0.00	\$640.00
CO1	Spa Prime	\$4,000.00	\$4,000.00			\$4,000.00	100.00%	\$0.00	\$200.00
CO1	Spa 1st Coat	\$3,500.00	\$3,325.00			\$3,325.00	95.00%	\$175.00	\$166.25
CO1	Spa 2nd Coat	\$3,000.00	\$2,850.00			\$2,850.00	95.00%	\$150.00	\$142.50
CO1	Spa WC Hang	\$6,300.00	\$5,985.00			\$5,985.00	95.00%	\$315.00	\$299.25
CO1	Patioserie Prime	\$3,500.00	\$3,500.00			\$3,500.00	100.00%	\$0.00	\$175.00
CO1	Patioserie 1st Coat	\$2,900.00	\$2,900.00			\$2,900.00	100.00%	\$0.00	\$145.00
CO1	Patioserie 2nd Coat	\$2,500.00	\$2,500.00			\$2,500.00	100.00%	\$0.00	\$125.00
CO1	Polisserie WC Hang	\$6,300.00	\$5,985.00			\$5,985.00	95.00%	\$315.00	\$299.25
CO1	Restaurant Prime	\$2,500.00	\$2,500.00			\$2,500.00	100.00%	\$0.00	\$125.00
CO1	Restaurant 1st Coat	\$2,000.00	\$2,000.00			\$2,000.00	100.00%	\$0.00	\$100.00
CO1	Restaurant 2nd Coat	\$1,600.00	\$1,600.00			\$1,600.00	100.00%	\$0.00	\$80.00
CO1	Restaurant WC Hang	\$1,005.00	\$954.75			\$954.75	95.00%	\$50.25	\$47.74
CO1	Kitchen Prime	\$3,500.00	\$3,500.00			\$3,500.00	100.00%	\$0.00	\$175.00
CO1	Kitchen 1st Coat	\$2,850.00	\$2,850.00			\$2,850.00	100.00%	\$0.00	\$142.50
CO1	Kitchen 2nd Coat	\$2,500.00	\$2,500.00			\$2,500.00	100.00%	\$0.00	\$125.00
CO1	Band	\$10,485.00	\$10,485.00			\$10,485.00	100.00%	\$0.00	\$524.25
CO1	306 Meeting Street Office	\$1,435.00	\$1,435.00			\$1,435.00	100.00%	\$0.00	\$71.75
CO1	Fence Painting	\$580.00	\$580.00			\$580.00	100.00%	\$0.00	\$29.00
CO1	Pedestals	\$36,000.00	\$33,400.00	\$3,600.00		\$36,000.00	100.00%	\$0.00	\$1,800.00
CO1	SF-14 Block Ups	\$1,800.00	\$1,800.00			\$1,800.00	100.00%	\$0.00	\$90.00
CO1	2nd Pedestal Block Ups	\$1,800.00	\$1,800.00			\$1,800.00	100.00%	\$0.00	\$90.00
CO1	Mod 5 Paint Revisions	\$1,691.00	\$1,691.00			\$1,691.00	100.00%	\$0.00	\$84.55
CO1	LL Sheet Pile Change	\$7,771.00	\$7,771.00			\$7,771.00	100.00%	\$0.00	\$388.55
CO1	S138 Paint	\$350.00	\$350.00			\$350.00	100.00%	\$0.00	\$17.50
CO1	Perigold Mock Up Ruck	\$1,067.28	\$1,067.28			\$1,067.28	100.00%	\$0.00	\$53.36
CO1	S140 Painting Revisions	\$5,972.00	\$5,972.00			\$5,972.00	100.00%	\$0.00	\$298.60
CO1	Paint Drywall Tub Wall in Guest Bathrooms	\$4,114.83	\$4,114.83			\$4,114.83	100.00%	\$0.00	\$205.74
CO1	Mod 6 Painting Revisions	\$6,364.20	\$6,364.20			\$6,364.20	100.00%	\$0.00	\$318.20
CO1	SF-01 to Paint	\$36,339.53	\$36,339.53			\$36,339.53	100.00%	\$0.00	\$1,816.98
CO1	MOU 1 SF-01 to Paint	\$6,663.80	\$6,663.80			\$6,663.80	100.00%	\$0.00	\$333.19
CO1	Mod 7 Revisions	\$8,945.92	\$8,945.92			\$8,945.92	100.00%	\$0.00	\$447.30
CO1	S1 Changes 30 Stair 04 Millwork	\$13,166.67	\$13,166.67			\$13,166.67	100.00%	\$0.00	\$662.33
CO1	Mod 8 Changes	\$1,385.70	\$1,385.70			\$1,385.70	100.00%	\$0.00	\$69.29
CO1	Guestroom Window Casings	\$72,602.00	\$72,602.00			\$72,602.00	100.00%	\$0.00	\$3,630.10
CO1	Guestroom HFCU Painting	\$10,078.00	\$10,078.00			\$10,078.00	100.00%	\$0.00	\$503.90
CO1	Repair Guest Bath Ceiling	\$9,165.00	\$9,165.00			\$9,165.00	100.00%	\$0.00	\$458.25