

DC-22-09497

CAUSE NO. \_\_\_\_\_

ASSOCIATED ROCK CONCEPTS, INC.	§	IN THE DISTRICT COURT OF
	§	
Plaintiff,	§	
	§	
vs.	§	DALLAS COUNTY, TEXAS
	§	
RISE RESIDENTIAL CONSTRUCTION	§	
LAKEVIEW, LLC, SAVANNAH AT	§	
LAKEVIEW HOLDINGS, LLC,	§	
SAVANNAH AT LAKEVIEW	§	
CONTRACTOR, LLC, TX LAKEVIEW	§	95th
SENIORS, LP AND SONOMA HOUSING	§	
ADVISORS, LLC	§	
	§	
Defendants	§	_____ JUDICIAL DISTRICT

**PLAINTIFF’S ORIGINAL PETITION AND JURY DEMAND**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW PLAINTIFF ASSOCIATED ROCK CONCEPTS, INC. and files this its Original Petition and Jury Demand against Defendants RISE RESIDENTIAL CONSTRUCTION LAKEVIEW, LLC, SAVANNAH AT LAKEVIEW HOLDINGS, LLC, SAVANNAH AT LAKEVIEW CONTRACTOR, LLC, TX LAKEVIEW SENIORS, LP and SONOMA HOUSING ADVISORS, LLC and for cause of action would respectfully show unto this Court the following:

**EXPEDITED ACTION PURSUANT TO TRCP 169**

1. Plaintiff brings this lawsuit as an expedited action pursuant to Rule 169 of the Texas Rules of Civil Procedure because Plaintiff is seeking monetary relief of \$250,000 or less, excluding interest, statutory or punitive damages, penalties, attorney’s fees, and costs, and Plaintiff also seeks non-monetary relief.

## **DISCOVERY**

2. Discovery is intended to be conducted according to a Level 1 discovery control plan pursuant to Rule 190.2 of the Texas Rules of Civil Procedure, which is applicable to expedited lawsuits brought under Rule 169.

## **PARTIES**

3. Plaintiff Associated Rock Concepts, Inc. is a Texas corporation with its principal office or place of business located at 14475 Old Denton Road, Suite 500, Roanoke, Tarrant County, Texas 76262.

4. Defendant Rise Residential Construction Lakeview, LLC is a limited liability company with its principal office or place of business located at 16812 Dallas Parkway, Dallas, Dallas County, Texas, which may be served with process by serving its registered agent John C. Shackelford at 9201 N. Central Expressway, Fourth Floor, Dallas, Texas 75231 or wherever it may be found.

5. Defendant Savannah at Lakeview Holdings, LLC is a limited liability company with its principal office or place of business located at 4113 Main Street, Suite 105, Rowlett, Dallas County, Texas, which may be served with process by serving its registered agent Rowlett Housing Finance Corporation at 4113 Main St., Suite 105, Rowlett, Texas 75088 or wherever it may be found.

6. Defendant Savannah at Lakeview Contractor, LLC is limited liability company with its principal office or place of business located at 4113 Main Street, Suite 105, Rowlett, Dallas County, Texas, which may be served with process by serving its registered agent Rowlett Housing Finance Corporation at 4113 Main Street, Suite 105, Rowlett, Texas 75088 or wherever it may be found.



7. Defendant TX Lakeview Seniors, LP is a limited partnership with its principal office or place of business located at 16812 Dallas Parkway, Dallas, Dallas County, Texas 75248 which may be served with process by serving its registered agent John C. Shackelford at 9201 N. Central Expressway, Fourth Floor, Dallas, Texas 75231 or wherever it may be found.

8. Defendant Sonoma Housing Advisors, LLC is as limited liability company with its principal office or place of business located at 14841 Dallas Parkway, Suite 125, Dallas, Dallas County, Texas 75254, which may be served with process by serving its registered agent John C. Shackelford at 9201 N. Central Expressway, Fourth Floor, Dallas, Texas 75231 or wherever it may be found.

#### **JURISDICTION AND VENUE**

9. This lawsuit involves a dispute arising in Dallas County, Texas, in which the amount in controversy exceeds the minimum jurisdiction. Venue is proper in Dallas County, Texas pursuant to 15.002(1) of the Texas Civil Practice & Remedies Code because all or a substantial part of the events or omissions giving rise to the claim occurred in Dallas County.

#### **STATEMENT OF FACTS**

10. On or about April 30, 2019, Plaintiff entered into a Subcontract Agreement with Rise Residential Construction Lakeview, LLC (“Rise”) to perform all the drywall labor and materials required for the construction of the Lakeview Senior Living Apartments located at 7420 Lakeview Parkway, Rowlett, Texas (the “Project”). Rise is the Prime Subcontractor to the Prime/General Contractor Savannah at Lakeview Contractor, LLC (“GC Savannah”). The owner(s) of the Project and now of the apartments/property (the “Property”) are Savannah at Lakeview Holdings, LLC, TX Lakeview Seniors, LP and/or Sonoma Housing Advisors, LLC. The work performed by Plaintiff under its contract with Rise was completed on or about August 5,

2021. Rise has refused and failed to pay Plaintiff retainage in the amount of \$125,337.50 for the labor and materials it provided to the Project.

11. Thereafter, on September 15, 2021, Plaintiff sent a notice letter to Defendants of its intention to file a lien against the Project/Property. On December 8, 2021, Plaintiff filed a Lien Affidavit and Claim in the real property records of Dallas County, Texas, and sent a copy of the Lien Affidavit and Claim by registered mail to Defendants within five (5) days of filing the Lien Affidavit. 12. Plaintiff has performed all of the acts required of it to establish a lien in the amount of \$125,337.50.

### **CAUSES OF ACTION**

#### **Suit to Foreclose Lien**

12. Plaintiff incorporates the preceding paragraphs herein for all purposes. The amount owed by Defendants to Plaintiff is \$125,337.50. Such amount has not been paid by Defendants despite Plaintiff's demand and the filing of the Lien Affidavit and Claim. Plaintiff has a lien for the amount owed for the work performed. Plaintiff has fully complied with all provisions of its contract with Rise and the prerequisites for perfecting and foreclosing the lien. Plaintiff's lien was filed in the property records of Dallas County, Texas. *The Lien Documents are attached hereto as Exhibit A.* They are incorporated by reference as if set forth fully herein. Defendants received the Notice of the Lien Claim. Plaintiff is entitled to and seeks the establishment and foreclosure of the lien on the Property, together with all improvements located thereon.

#### **Breach of Contract against Rise Residential Construction Lakeview, LLC**

13. Plaintiff and Defendant Rise entered into a valid and enforceable contract whereby Defendant agreed to accept and then received labor, materials and services from Plaintiff in an amount exceeding past due amount of \$125,337.50, which remains due and owing to Plaintiff.

14. Plaintiff fully performed on its obligations under the contract.

15. Defendant Rise has breached the contract by failing to pay the amounts owed to Plaintiff, despite Plaintiff's demands for payment.

16. As a direct and proximate result of Defendant Rise's breach of contract, Plaintiff has been damaged in the principle amount of \$125,337.50, plus pre-judgment and post-judgment interest.

#### **Sworn Account**

17. Plaintiff brings this suit as a sworn account pursuant to the provisions of Rule 185 of the Texas Rules of Civil Procedure. Plaintiff's services were provided at the request of Defendant Rise and such services were provided in the regular course of Plaintiff's business.

18. In consideration for the delivery of such services, Defendant Rise promised and became bound and liable to pay Plaintiff its designated charges in the amount exceeding the past due of \$125,337.50, such amount being a reasonable and customary charge for the services provided. *All charges are set forth in the Affidavit of Ashley Marcum, President of Associated Rock Concepts, Inc., attached hereto as Exhibits B*, the amount owed represents reasonable and customary fees for such services and evidence a systematic record maintained on the account of Plaintiff for the services provided to Defendant Rise for the Project. This affidavit reflects the true principal amount due on said account, exclusive of interest, and all just and lawful offsets, payments and credits have been allowed. The documents attached hereto as Exhibit B-1 are incorporated by reference as if set forth fully herein.

19. Although Plaintiff has made a written demand for payment of this account and more than 30 days have passed since the debt became due, prior to the filing of this lawsuit, Defendant Rise has failed and refused to pay to Plaintiff the sum of \$125,337.50.

### **Unjust Enrichment/Quantum Meruit**

20. Plaintiff conferred a valuable benefit on all Defendants. Retention of that benefit under the circumstances would be unjust and inequitable without payment to Plaintiff for the value of such benefit.

21. Defendants have been unjustly enriched, have profited at Plaintiff's expense and have accepted and retained the benefits of the services provided but have not paid Plaintiff, despite the fact that, in justice and equity, they should pay for the benefits bestowed upon them by the retention of the services provided by Plaintiff.

22. Defendants are liable to Plaintiff for repayment of the unjust enrichment they received at Plaintiff's expense in the amount of at least \$125,337.50.

### **Conditions Precedent**

23. All conditions precedent to Plaintiff's claims for relief have been performed or have occurred.

### **Attorney's Fees and Prejudgment Interest**

24. Defendants' actions described herein have made it necessary for Plaintiff to employ the undersigned attorneys and law firm to prosecute this action on its behalf. Plaintiff requests that it be awarded reasonable attorney's fees and legal expenses and the reasonable costs of collection in order to receive payment on its lien and for breach of contract and the other causes of action asserted herein pursuant to TEX. CIV. PRAC. & REM. CODE §38.001, *et. seq.*, the contract, and Texas law. Plaintiff is also entitled to prejudgment interest on all overdue amounts under section 302.002 of the Texas Finance Code or other applicable law.

**RULE 193.7 NOTICE**

25. Plaintiff hereby gives notice that it will rely upon documents produced by any party in response to Requests for Disclosure and Requests for Production pursuant to Tex.R.Civ.P. 193.7.

**DEPOSITIONS**

26. Plaintiff asserts its right to take the depositions of Defendants and any other parties at the appropriate time in the litigation and before Plaintiff is deposed by those parties.

**JURY DEMAND**

27. Plaintiff respectfully requests a trial by jury.

**PRAYER**

WHEREFORE, PREMISES CONSIDERED, Associated Rock Concepts, Inc. prays that Defendants Rise Residential Construction Lakeview, LLC, Savannah at Lakeview Holdings, LLC, Savannah at Lakeview Contractor, LLC, TX Lakeview Seniors, LP, and Sonoma Housing, Advisors, LLC, be duly cited to appear and answer herein, and that on final trial hereof Plaintiff recover judgment against Defendants, jointly and severally, and that Plaintiff have:

1. An order establishing Plaintiff's lien on the improvements and property located at 7420 Lakeview Parkway, Rowlett, Texas 75088;
2. Judgment foreclosing on Plaintiff's lien together with an order of sale and writ of possession;
3. An order determining the rights of all parties asserting a claim to the funds or property and establishing the interest and priority of those claimants who may prove themselves entitled to share in the proceeds;
4. Actual and compensatory damages;
5. Attorney's fees, court costs and other reasonable costs of collection;
6. Prejudgment interest;

7. Postjudgment interest;
8. Cost of suit; and
9. Such other and further relief to which Plaintiff may be entitled.

Respectfully submitted,

LITCHFIELD CAVO LLP

By: *Ellen Tagtmeier*

Ellen Gerson Tagtmeier  
State Bar No.: 07827700  
tagtmeier@litchfieldcavo.com  
Jennifer Grillo  
State Bar No. 24029586  
grillo@litchfieldcavo.com  
One Riverway, Suite 1000  
Houston, Texas 77056  
Telephone: 713-418-2000  
Facsimile: 713-418-2001

ATTORNEYS FOR PLAINTIFF  
ASSOCIATED ROCK CONCEPTS, INC.

**STATEMENT/CLAIM OF LIEN**

THE STATE OF TEXAS       §  
  §  
COUNTY OF TARRANT       §

BEFORE ME, the undersigned authority, personally appeared Ashley Marcum, who upon his oath, deposed and stated the following:

My name is Ashley Marcum and I am the President of Associated Rock Concepts, Inc., Claimant. I am over 18 years of age, have personal knowledge of the facts set forth below and they are true and correct. I am competent and authorized to make this Affidavit on Claimant's behalf.

Claimant Associated Rock Concepts, Inc.'s physical address is 14475 Old Denton Rd. Suite 500, Roanoke, Texas 76262 and its telephone number is 817-589-8008.

Pursuant to a Contract by and between Claimant Associated Rock Concepts, Inc. and Rise Residential Construction Lakeview, LLC, the Prime Subcontractor to the Prime/General Contractor Savannah at Lakeview Contractor, LLC, Claimant Associated Rock Concepts, Inc. has provided materials, labor and/or equipment generally described as drywall to the Property/Project known as the Lakeview Senior Living Apartments located at 7420 Lakeview Parkway, Rowlett, Texas 75088 (the "Project"),

The name and last known address of the Prime/General Contractor is as follows:

Savannah at Lakeview Contractor, LLC  
16812 Dallas Parkway  
Dallas, Texas 75248  
4113 Main St Ste 105  
Rowlett, Texas 75088  
4000 Main Street  
Rowlett, Texas 75008

The name and last known addresses of the Owner or Reputed Owner of the Project is as follows:

TX Lakeview Senior Apartments - Owner  
16812 Dallas Parkway  
Dallas, Texas 75248

Sonoma Housing Advisors, LLC - Owner  
16800 Dallas Parkway, Suite 215  
Dallas, Texas 75248

After allowing all just credits, offsets and payments, the amount of \$129,337.50 for retainage remains due and unpaid and said sum is due and owing to Claimant Associated Rock Concepts, Inc. under its Contract with Rise Residential Construction Lakeview, LLC.

This amount does not include any attorney's fees, interest or costs which may be recovered at law.

The amount claimed is just and correct and constitutes the reasonable value of the materials furnished and labor performed. Claimant Associated Rock Concepts, Inc. claims a lien on said property and improvements under the described provisions of Chapter 53 of the Texas Property Code to secure payment of the above amount.

Payment is requested for retainage owed for labor, materials and/or equipment provided by Claimant Associated Rock Concepts, Inc. to the Project from real property described herein from February – August 2021.

The real property sought to be charged with such lien by Claimant is described as follows:

Legal Description: J W Gardener Abst 526 PG 305; TR 9 ACS 10.079

Property Address: 7420 Lakeview Parkway, Rowlett, Texas 75088

A copy of this Affidavit is being sent by Certified Mail/Return Receipt Requested to the Owner and Prime/General Contractor and Prime Subcontractor described herein at their last known addresses as described herein.

SWORN AND EXECUTED on this the 15<sup>th</sup> day of September, 2021.

Associated Rock Concepts, Inc.

By: Ashley Marcum  
Name: Ashley Marcum  
Title: President

THE STATE OF TEXAS §  
  §  
COUNTY OF TARRANT §

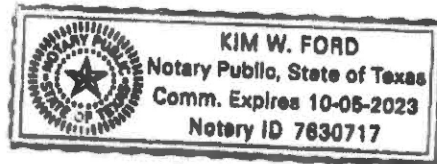
BEFORE ME, the undersigned Notary Public, on this day personally appeared Ashley Marcum, President of Associated Rock Concepts, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that such person executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said company/claimant and further swore that the foregoing was true and correct.

ACKNOWLEDGED, SUBSCRIBED AND SWORN to on this the 15<sup>th</sup> day of September, 2021.

Kim W Ford  
Notary Public In and For the State of Texas

My commission expires on: 10/5/23

**AFTER RECORDING  
RETURN TO:**  
Ellen G. Tagtmeier  
Litchfield Cavo LLP  
One riverway, Suite 1000  
Houston, Texas 77056







RESIDENTIAL CONSTRUCTION

SUBCONTRACTOR PAYMENT APPLICATION RETENTION BILLING

FROM: Associated Rock Concepts, Inc. 14475 Old Denton Rd. Suite 800 Roanoke TX 76262
PHONE: 817-589-8008
FAX: N/A
TO: RISE Residential 16812 Dallas Parkway Dallas, TX 75248 P: 872-750-4409

Date: 8/3/2021
Application Number: 10
Invoice Number: 218013R
Project Name: Lakeview Senior Living
RISE Project Number: 150 2018-LV8
Contract Number: 150-ASS-01

(RISE Use Only)
PM Approval and Date:

Type of Work: drywall
This payment request covers the time period from: 2/12/2021 to 8/5/2021

Contract Summary:

Table with 2 columns: Description and Amount. 1. Original Subcontract Amount \$ 1,245,000.00; 2. Approved Subcontract Changes (Attach RISE Change Order) \$ 8,775.00; 3. Total Revised Subcontract Amount (Line 1 + Line 2) \$ 1,253,775.00

Payment Application Summary:

Table with 2 columns: Description and Amount. 4. Value of Work Completed To Date 100% \$ 1,253,775.00; 5. Value of Stored Materials \$; 6. Total Completed and Stored to Date (Line 4 + Line 5) \$ 1,253,775.00; 7. Less Prior Completed and Stored to Date (Line 6 from previous application) <\$; 8. Total Gross Earned This Month (Line 6 - Line 7) \$ 1,253,775.00; 9. Retention held on this project now due 10% <\$ 125,377.50; 10. Amount of This Payment Application (Line 8 - Line 9) \$ 1,379,162.50

Total value of unapproved orders or claims for which subcontract changes have NOT been issued. (Attach Detail): \$ -

Comments:

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Project Lakeview Senior Living
Job No. 150 2018-LV8

On receipt by the signer of this document of a check from RISE Residential Construction Moore Co, LLC in the sum of 1,379,162.50 payable to Associated Rock Concepts, Inc. (payee or payees of check) and when the check has been properly cashed and has been paid by the bank on which it is drawn, to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any this document becomes effective under ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has against RISE Residential Construction and on the property of Lakeview Senior Living located at 7480 Lakewood Parkway, Roanoke, Tx to the following extent: 572 Unit Apartment Building with Clubhouse (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to subcontractor(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any receipt of this document relies on this document, the recipient should verify evidence of payment to the signer.

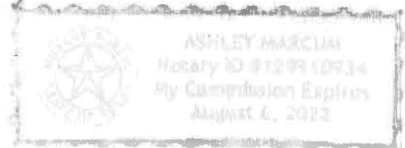
The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

By: Jason M. Maroun
Name: Jason Maroun
Title: PM

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned, a Notary Public on this 3rd day of August 20 21

Notary Public, State of Texas My Commission Expires: 8-6-22

Ashley Maroun (handwritten signature)



To(OWNER): Rise Residential Construction  
16812 Dallas Parkway  
Dallas, TX 75248

Project: Lakeview Senior Living  
7420 Lakeview Parkway  
Rowlett, TX 75088

Application No: 10  
Invoice No: 219013R  
Period To: 8/5/2021

From: Associated Rock Concepts, Inc.  
14475 Old Denton Rd.  
Suite 500  
Roanoke, TX 76262

Via(Architect):

Architect's  
Project No: 150-ASS-01  
Invoice Date: 8/3/2021  
Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	8,775.00	0.00
Approved this month	0.00	0.00
TOTALS	8,775.00	0.00
Net change by change orders	8,775.00	

1. ORIGINAL CONTRACT SUM.....	\$	1,245,000.00
2. Net change by Change Orders.....	\$	8,775.00
3. CONTRACT SUM TO DATE(Line 1 +/- 2).....	\$	1,253,775.00
4. TOTAL COMPLETED & STORED TO DATE.....	\$	1,253,775.00
5. RETAINAGE.....	\$	0.00
6. TOTAL EARNED LESS RETAINAGE.....	\$	1,253,775.00
(Line 4 less Line 5)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$	1,128,397.50
(Line 6 from prior Certificate)		
8. SALES TAX.....	\$	0.00
9. CURRENT PAYMENT DUE.....	\$	125,377.50
10. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	0.00
(Line 3 less Line 6)		

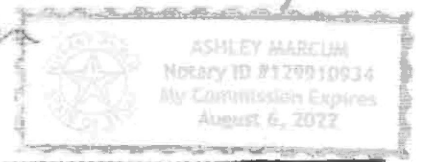
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR: Associated Rock Concepts, Inc.

By: Jason W. Mary Date: 8-3-21

State of: Texas County of: Denton  
Subscribed and sworn to before me this 3rd day of August 2021

Notary Public: Ashley Marlin  
My Commission expires: 8-6-22



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 the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$  
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By \_\_\_\_\_ 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

Application Number: 10  
 Application Date: 8/3/2021  
 Period To: 8/5/2021  
 Architect's Project No: 150-ASS-01

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)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
	<b>Materials</b>								
01	Bldg 1 - A - 1st	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	0.00
02	Bldg 1 - A - 2nd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	0.00
03	Bldg 1 - A - 3rd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	0.00
04	Bldg 1 - A - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
05	Bldg 1 - B - 1st	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	0.00
06	Bldg 1 - B - 2nd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	0.00
07	Bldg 1 - B - 3rd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	0.00
08	Bldg 1 - B - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
09	Bldg 2 - A - 1st	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	0.00
10	Bldg 2 - A - 2nd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	0.00
11	Bldg 2 - A - 3rd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	0.00
12	Bldg 2 - A - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
13	Bldg 2 - B - 1st	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	0.00
14	Bldg 2 - B - 2nd	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	0.00
15	Bldg 2 - B - 3rd	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	0.00
16	Bldg 2 - B - 4th	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	0.00
17	Bldg 3 - A - 1st	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	0.00
18	Bldg 3 - A - 2nd	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	0.00
19	Bldg 3 - A - 3rd	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	0.00
20	Bldg 3 - A - 4th	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	0.00
21	Bldg 3 - B - 1st	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	0.00
22	Bldg 3 - B - 2nd	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	0.00
23	Bldg 3 - B - 3rd	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	0.00
24	Bldg 3 - B - 4th	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	0.00
25	RC Channels	77,900.00	77,900.00	0.00	0.00	77,900.00	100	0.00	0.00
26	Clubhouse	10,000.00	10,000.00	0.00	0.00	10,000.00	100	0.00	0.00
		<u>622,500.00</u>	<u>622,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>622,500.00</u>	<u>100</u>	<u>0.00</u>	<u>0.00</u>
	<b>Prerock</b>								
27	Bldg 1 - A - 1st	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	0.00
28	Bldg 1 - A - 2nd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	0.00
29	Bldg 1 - A - 3rd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	0.00
30	Bldg 1 - A - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00

CONTINUATION SHEET

Application Number: 10  
 Application Date: 8/3/2021  
 Period To: 8/5/2021  
 Architect's Project No: 150-ASS-01

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)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
	<u>Prerock</u>								
11	Bldg 1 - B - 1st	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	0.00
12	Bldg 1 - B - 2nd	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	0.00
13	Bldg 1 - B - 3rd	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	0.00
14	Bldg 1 - B - 4th	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	0.00
15	Bldg 2 - A - 1st	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	0.00
16	Bldg 2 - A - 2nd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	0.00
17	Bldg 2 - A - 3rd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	0.00
18	Bldg 2 - A - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
19	Bldg 2 - B - 1st	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	0.00
10	Bldg 2 - B - 2nd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	0.00
11	Bldg 2 - B - 3rd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	0.00
12	Bldg 2 - B - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
13	Bldg 3 - A - 1st	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	0.00
14	Bldg 3 - A - 2nd	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	0.00
15	Bldg 3 - A - 3rd	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	0.00
16	Bldg 3 - A - 4th	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	0.00
17	Bldg 3 - B - 1st	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	0.00
18	Bldg 3 - B - 2nd	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	0.00
19	Bldg 3 - B - 3rd	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	0.00
10	Bldg 3 - B - 4th	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	0.00
11	Clubhouse	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
		<u>124,200.00</u>	<u>124,200.00</u>	<u>0.00</u>	<u>0.00</u>	<u>124,200.00</u>	<u>100</u>	<u>0.00</u>	<u>0.00</u>
	<u>Tape Bed Texture</u>								
2	Bldg 1 - A - 1st	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00
3	Bldg 1 - A - 2nd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00
4	Bldg 1 - A - 3rd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00
5	Bldg 1 - A - 4th	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00
6	Bldg 1 - B - 1st	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00
7	Bldg 1 - B - 2nd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00
8	Bldg 1 - B - 3rd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00
9	Bldg 1 - B - 4th	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00
0	Bldg 2 - A - 1st	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00

CONTINUATION SHEET

Application Number: 10  
 Application Date: 8/3/2021  
 Period To: 8/5/2021  
 Architect's Project No: 150-ASS-01

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)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
	<u>Tape Bed Texture</u>								
51	Bldg 2 - A - 2nd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00
52	Bldg 2 - A - 3rd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00
53	Bldg 2 - A - 4th	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00
54	Bldg 2 - B - 1st	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00
55	Bldg 2 - B - 2nd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00
56	Bldg 2 - B - 3rd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00
57	Bldg 2 - B - 4th	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00
58	Bldg 3 - A - 1st	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00
59	Bldg 3 - A - 2nd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00
60	Bldg 3 - A - 3rd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00
61	Bldg 3 - A - 4th	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00
62	Bldg 3 - B - 1st	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00
63	Bldg 3 - B - 2nd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00
64	Bldg 3 - B - 3rd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00
65	Bldg 3 - B - 4th	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00
66	Clubhouse	5,500.00	5,500.00	0.00	0.00	5,500.00	100	0.00	0.00
		<u>212,500.00</u>	<u>212,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>212,500.00</u>	<u>100</u>	<u>0.00</u>	<u>0.00</u>
	<u>Labor</u>								
7	Bldg 1 - A - 1st	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	0.00
8	Bldg 1 - A - 2nd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	0.00
9	Bldg 1 - A - 3rd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	0.00
0	Bldg 1 - A - 4th	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	0.00
1	Bldg 1 - B - 1st	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	0.00
2	Bldg 1 - B - 2nd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	0.00
3	Bldg 1 - B - 3rd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	0.00
4	Bldg 1 - B - 4th	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	0.00
5	Bldg 2 - A - 1st	15,700.00	15,700.00	0.00	0.00	15,700.00	100	0.00	0.00
6	Bldg 2 - A - 2nd	15,700.00	15,700.00	0.00	0.00	15,700.00	100	0.00	0.00
7	Bldg 2 - A - 3rd	15,700.00	15,700.00	0.00	0.00	15,700.00	100	0.00	0.00
8	Bldg 2 - A - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
9	Bldg 2 - B - 1st	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	0.00
0	Bldg 2 - B - 2nd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	0.00

CONTINUATION SHEET

Application Number: 10  
 Application Date: 8/3/2021  
 Period To: 8/5/2021  
 Architect's Project No: 150-ASS-01

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)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
	<b>Labor</b>								
11	Bldg 2 - B - 3rd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	0.00
12	Bldg 2 - B - 4th	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	0.00
13	Bldg 3 - A - 1st	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	0.00
14	Bldg 3 - A - 2nd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	0.00
15	Bldg 3 - A - 3rd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	0.00
16	Bldg 3 - A - 4th	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	0.00
17	Bldg 3 - B - 1st	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	0.00
18	Bldg 3 - B - 2nd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	0.00
19	Bldg 3 - B - 3rd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	0.00
.00	Bldg 3 - B - 4th	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	0.00
.01	Clubhouse	3,200.00	3,200.00	0.00	0.00	3,200.00	100	0.00	0.00
		<u>285,800.00</u>	<u>285,800.00</u>	<u>0.00</u>	<u>0.00</u>	<u>285,800.00</u>	<u>100</u>	<u>0.00</u>	<u>0.00</u>
	<b>Change Orders</b>								
.02	CO#1 - Elevator Doors Relocated	8,775.00	8,775.00	0.00	0.00	8,775.00	100	0.00	0.00
		<u>8,775.00</u>	<u>8,775.00</u>	<u>0.00</u>	<u>0.00</u>	<u>8,775.00</u>	<u>100</u>	<u>0.00</u>	<u>0.00</u>
	<b>Totals</b>	<b>1,253,775.00</b>	<b>1,253,775.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,253,775.00</b>	<b>100</b>	<b>0.00</b>	<b>0.00</b>



**Ellen G. Tagtmeier**

Email: [Tagtmeier@LitchfieldCavo.com](mailto:Tagtmeier@LitchfieldCavo.com)

September 15, 2021

Via CM/RRR and Email: [MFisher@rise-residential.com](mailto:MFisher@rise-residential.com); [ssulli@rise-residential.com](mailto:ssulli@rise-residential.com); [JSalat@rise-Residential.com](mailto:JSalat@rise-Residential.com); [kkohlenberger@rise-residential.com](mailto:kkohlenberger@rise-residential.com); [mketola@rise-residential.com](mailto:mketola@rise-residential.com); [lakeviewsenior@rise-residential.com](mailto:lakeviewsenior@rise-residential.com)

Melissa Fisher, President and Director of Development

John Salat, Vice President - Construction

Stephen W. Sulli, Vice President

Ken Kohlenberger, Project Manager

Marty Ketola, Project Superintendent

Rise Residential Construction Lakeview, LLC

- Prime Subcontractor

16812 Dallas Parkway

Dallas, Texas 75248

Via CM/RRR

Bruce Hargrave, Director

Barbara Holst, Director

Patty Said

Rick Sheffield

Savannah at Lakeview Contractor, LLC -

Prime/General Contractor

16812 Dallas Parkway

Dallas, Texas 75248

James R. (Bill) Fisher

Via CM/RRR

Bruce Hargrave, Director

Barbara Holst, Director

Patty Said

Rick Sheffield

Savannah at Lakeview Contractor, LLC -

Prime/General Contractor

4113 Main St Ste 105

Rowlett, Texas 75088

Via CM/RRR

Bruce Hargrave, Director

Barbara Holst, Director

Patty Said

Rick Sheffield

Savannah at Lakeview Contractor, LLC -

Prime/General Contractor

4000 Main Street

Rowlett, Texas 75008

Via CM/RRR

TX Lakeview Senior Apartments - Owner

16812 Dallas Parkway

Dallas, Texas 75248

Via Email: [Bill.fisher@sonomaadvisors.com](mailto:Bill.fisher@sonomaadvisors.com);

[Bfisher8@airmail.net](mailto:Bfisher8@airmail.net)

Bill Fisher

Sonoma Housing Advisors, LLC - Owner

16800 Dallas Parkway, Suite 215

Dallas, TX 75248

September 15, 2021

Page 2

**NOTICE TO OWNER, PRIME/GENERAL CONTRACTOR AND PRIME SUBCONTRACTOR  
OF UNPAID CLAIM FOR MATERIALS AND LABOR (RETAINAGE) BY ASSOCIATED  
ROCK CONCEPTS, INC. FURNISHED TO THE PROJECT KNOWN AS LAKEVIEW  
SENIOR LIVING APARTMENTS LOCATED AT 7420 LAKEVIEW PARKWAY, ROWLETT,  
TEXAS 75088 (THE "PROJECT") AND REQUEST FOR INFORMATION**

---

Ladies and Gentlemen:

Associated Rock Concepts, Inc. ("Claimant") hereby provides notice pursuant to the provisions of Chapter 53 of the Texas Property Code of its unpaid retainage claim related to materials and labor furnished to the Project under the enclosed Subcontractor Agreement dated April 30, 2019 with Rise Residential Construction Lakeview, LLC, the Prime Subcontractor to the Prime/General Contractor Savannah at Lakeview Contractor, LLC. After applying all credits and payments made by Rise Residential Construction Lakeview, LLC to Associated Rock Concepts, Inc., there is still due and unpaid a current retainage balance of \$129,337.50 for the materials and labor furnished. See enclosed Pay Applications No. 10 for retainage which was timely provided to Rise Residential Construction Lakeview, LLC.

The total unpaid balance claimed by Claimant for labor performed and materials furnished is \$129,337.50 and all of this claim has accrued under section 53.053. The total amount claimed is just and correct and all just and lawful offsets, payments and credits known to Claimant have been allowed. Claimant claims a lien on the Property and its improvements under the provisions of Chapter 53 of the Texas Property Code to secure payment of this unpaid amount. This amount does not include any attorneys' fees, interest or costs which may be recovered by Associated Rock Concepts, Inc. under Texas law.

The materials, labor and/or equipment which Claimant has provided can generally be described as furnishing and installing drywall, including labor, materials and/or equipment to improve the project. This claim has accrued under Chapter 53 of the Texas Property Code and/or is past-due under the terms of the contract referenced above. Demand is hereby made under section 53.083 of the Texas Property Code for payment of the amounts set forth above.

If this account remains unpaid, Claimant will proceed to place a lien on the Property. This notice is sent to conform to the requirements of Chapter 53 of the Texas Property Code and so that you may have an opportunity to make sure that this unpaid account is paid in full.

Owner - you are hereby notified that if this account remains unpaid, you may be personally liable and the above-described property subjected to a lien unless: (1) you withhold payment from the Prime/General Contractor for payment of the claim; or (2) the same is otherwise paid to Claimant or settled with Claimant.



September 15, 2021  
Page 3

**REQUEST FOR INFORMATION**

Pursuant to Section 53.159 of the Texas Property Code, Claimant demands that you furnish to the undersigned at the address shown above within a reasonable time, but not later than the 10th day after the date this request is received, the following information:

1. A legal description of the property being improved legally sufficient to identify it;
2. The name and last known address of the person to whom the original contractor furnished labor or materials for the construction project;
3. Whether there is a surety payment bond and if so, the name and last known address of the surety and a copy of the bond;
4. Whether the original contractor has furnished or has been furnished a payment bond for any of the work on the construction project and if so, the name and last known address of the surety and a copy of the bond;
5. Whether there are any prior recorded liens, bond claims, or security interests on the real property being improved and if so, the name and address of the person having the lien, bond claim or security interest and the amount of any such claim; and
6. The date on which the original contract for the Project was executed.

Please call me if you have any questions or wish to discuss this matter. Your prompt attention to this serious matter is expected and appreciated.

Yours very truly,

Litchfield Cavo LLP

*Ellen G. Tagtmeier*  
Ellen G. Tagtmeier

Enclosures- Subcontract and Pay Application No. 10

cc: Via Email  
Ashley Marcum, President  
Associated Rock Concepts, Inc.  
14475 Old Denton Road, Suite 300  
Roanoke, Texas 76262

USPS TRACKING#

HOUSTON TEXAS TX 750  
07 SEP 2021 PM 10 L

9590 9402 5091 9092 9814 76

United States Postal Service

First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4® in this box•

**LITCHFIELD**  
Attorneys at Law **CAVO LLP**  
One Riverway, Suite 1000, Houston, Texas 77056

Attn: Eve Norman

194450

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature  <input checked="" type="checkbox"/> <i>[Signature]</i> <input type="checkbox"/> Agent  <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>[Signature]</i> C. Date of Delivery <i>9-17</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes            If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Director Bruce Hargrave            Director Barbara Holst            Patty Said            Rick Sheffield  <b>Savannah at Lakeview Contractor, LLC</b>            Prime/General Contractor  <b>16812 Dallas Parkway</b>  <b>Dallas, Texas 75248</b></p> <p>9590 9402 5091 9092 9814 76</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature  <input type="checkbox"/> Adult Signature Restricted Delivery  <input checked="" type="checkbox"/> Certified Mail®  <input type="checkbox"/> Certified Mail Restricted Delivery  <input type="checkbox"/> Collect on Delivery  <input type="checkbox"/> Collect on Delivery Restricted Delivery  <input type="checkbox"/> Insured Mail  <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p> <p><input type="checkbox"/> Priority Mail Express®  <input type="checkbox"/> Registered Mail™  <input type="checkbox"/> Registered Mail Restricted Delivery  <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Signature Confirmation™  <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>
<p>2. Article Number (Transfer from service label)</p>	

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

USPS TRACKING#

HOUSTON, TEXAS TX 750

17 SEP 2021 PM 4 L

9590 9402 2303 6225 0643 42

United States Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

**LITCHFIELD**  
**CAVO LLP**  
Attorneys at Law  
One Riverway, Suite 1000, Houston, Texas 77056


Attn: Eve Norman

First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10


SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY																
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>9-17</p>																
<p>1. Article Addressed to:</p> <p>Rise Residential Const.  Lakeview, LLC  11632 DALLAS PKWY  DALLAS, TX 75248</p> <p>9590 9402 2303 6225 0643 42</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes  If YES, enter delivery address below: <input type="checkbox"/> No</p>																
<p>2. Article Number (Transfer from service label)</p>	<p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Insured Mail®</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail Restricted Delivery</td> <td></td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Insured Mail®		<input type="checkbox"/> Insured Mail Restricted Delivery	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®																
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™																
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery																
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise																
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™																
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery																
<input type="checkbox"/> Insured Mail®																	
<input type="checkbox"/> Insured Mail Restricted Delivery																	
<p>PS Form 3811, July 2015 PSN 7530-02-000-9034</p>	<p>Domestic Return Receipt</p>																



**USPS TRACKING#**



9590 9402 5091 9092 9815 44



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 Permit No. G-10

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• Sender: Please print your name, address, and ZIP+4® in this box•

**LITCHFIELD**


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Attorneys at Law **CAVO LLP**

One Riverway, Suite 1000, Houston, Texas 77056

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**Attn: Eve Norman**



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul> <p>1. Director Bruce Hargrave            Director Barbara Holst            Patty Said            Rick Sheffield  <b>Savannah at Lakeview Contractor, LLC</b>            Prime/General Contractor  <b>4113 Main St Ste 105</b>  <b>Rowlett, Texas 75088</b></p> <div style="text-align: center;">  <p>9590 9402 5091 9092 9815 44</p> </div> <p>2. Article Number (Transit/Return service label)</p>	<p>A. Signature <span style="float: right;"><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</span></p> <p>X <i>CIA-RVDL</i></p> <p>B. Received by (Printed Name) <span style="float: right;">C. Date of Delivery</span></p> <p><i>Savannah</i> <span style="float: right;"><i>9/24/14</i></span></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes        If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type <span style="float: right;"><input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™</span></p> <p><input type="checkbox"/> Adult Signature <span style="float: right;"><input type="checkbox"/> Registered Mail Restricted Delivery</span></p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <span style="float: right;"><input type="checkbox"/> Registered Mail Restricted Delivery</span></p> <p><input type="checkbox"/> Certified Mail® <span style="float: right;"><input type="checkbox"/> Return Receipt for Merchandise</span></p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <span style="float: right;"><input type="checkbox"/> Signature Confirmation™</span></p> <p><input type="checkbox"/> Collect on Delivery <span style="float: right;"><input type="checkbox"/> Signature Confirmation Restricted Delivery</span></p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <span style="float: right;"><input type="checkbox"/> Signature Confirmation Restricted Delivery</span></p> <p><input type="checkbox"/> Insured Mail <span style="float: right;"><input type="checkbox"/> Signature Confirmation Restricted Delivery (over \$500)</span></p> <p><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>
<p>PS Form 3817, July 2015 PSN 7530-02-000-9053</p>	<p>Domestic Return Receipt</p>

USPS TRACKING#



9590 9402 5091 9092 9815 37



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

United States  
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

Eve Norman  
1 Riverway, Suite 1000  
Houston, TX 77056



**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Director Bruce Hargrave  
 Director Barbara Holst  
 Patty Said  
 Rick Sheffield  
**Savannah at Lakeview Contractor, LLC**  
 Prime/General Contractor  
 4000 Main Street  
 Rowlett, Texas 75008



9590 9402 5091 9092 9815 37

2. Article Number (Transfer from service label)

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
 Addressee  
 X *Eve Norman*

B. Received by (Printed Name) *Savannah*

C. Date of Delivery *9-17-14*

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type
- Adult Signature
  - Adult Signature Restricted Delivery
  - Certified Mail®
  - Certified Mail Restricted Delivery
  - Collect on Delivery
  - Collect on Delivery Restricted Delivery
  - Insured Mail
  - Insured Mail Restricted Delivery (over \$500)
  - Priority Mail Express®
  - Registered Mail™
  - Registered Mail Restricted Delivery
  - Return Receipt for Merchandise
  - Signature Confirmation™
  - Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9052

Domestic Return Receipt

CAUSE NO. \_\_\_\_\_

ASSOCIATED ROCK CONCEPTS, INC.

IN THE DISTRICT COURT OF

Plaintiff,

vs.

DALLAS COUNTY, TEXAS

RISE RESIDENTIAL CONSTRUCTION  
LAKEVIEW, LLC, SAVANNAH AT  
LAKEVIEW HOLDINGS, LLC,  
SAVANNAH AT LAKEVIEW  
CONTRACTOR, LLC, TX LAKEVIEW  
SENIORS, LP AND SONOMA HOUSING  
ADVISORS, LLC

Defendants

\_\_\_\_\_ JUDICIAL DISTRICT

**AFFIDAVIT OF ASHLEY MARCUM**

STATE OF TEXAS §

COUNTY OF TARRANT §

Before me the undersigned authority, on this day personally appeared Ashley Marcum, known to me to be the person whose name is subscribed hereto, and who, after being sworn, states as follows:

1. “My name is Ashley Marcum and I am the President of Plaintiff Associated Rock Concepts, Inc. I am an adult over 18 years of age, have personal knowledge of the facts set forth herein and they are true and correct. I am competent and authorized to make this Affidavit on Plaintiff’s behalf.

2. Plaintiff is Associated Rock Concepts, Inc., and its physical address is 14475 Old Denton Rd. Suite 500, Roanoke, Texas 76262.

3. Pursuant to a contract by and between Plaintiff Associated Rock Concepts, Inc. and Rise Residential Construction Lakeview, LLC, the Prime Subcontractor to the Prime/General Contractor Savannah at Lakeview Contractor, LLC, and the business dealings between Plaintiff and Defendants, Plaintiff Associated Rock Concepts, Inc. has provided materials, labor and/or equipment generally described as drywall to the Property/Project known as the Lakeview Senior Living Apartments located at 7420 Lakeview Parkway, Rowlett, Texas 75088 (the “Project”).

5. After allowing all lawful credits, offsets, and payments, the amount of \$125,337.50 remains due and unpaid and said sum is due and owing to Plaintiff Associated Rock



Concepts, Inc. under its contract with Rise Residential Construction Lakeview, LLC and its other claims under Texas law. The amount does not include attorney's fees, interest, or costs. The amount claimed is just and correct and constitutes a reasonable value of the materials furnished and labor performed.

6. This is an open account for goods and services, a systematic record has been kept by Plaintiff, the claim is just and true and the amount owed/damages are liquidated.

7. Documents showing the amounts contracted, paid, and due are attached hereto as Exhibit B-1."

SWORN AND EXECUTED on this the 2nd day of August, 2022.



Ashley Marcum, President

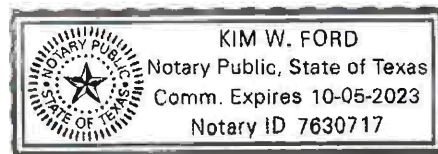
Associated Rock Concepts, Inc.

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME ON the 2nd day of August, 2022.



Notary Public in and for the State of Texas

My commission expires on 10/5/2023



Collection Report  
 Associated Rock Concepts, Inc.  
 8/2/2022

Job Number & Name	Contract Amount	Billed to Date
219013 Lakeview Senior Living	1,253,775.00	1,253,775.00 (includes retention- \$125,377.50)

Customer: Rise Residential Construction  
 Phone: (972) 701-5563  
 Fax:

Invoices/Pay Applications to Rise Residential/Payments/Amount Owed

Number	Date	Invoice Amount	Pay Applications	Type	Date	Amount	Description	Invoice Balance
833	3/12/20	50,625.00	App 1:Lakeview Senior Li	Payment	4/29/20	-50,625.00	Check 2943	0.00
845	4/13/20	95,265.00	App 2:Lakeview Senior Li	Payment	6/1/20	-95,265.00	Check 2956	0.00
852R1	5/12/20	221,400.00	App 3:Lakeview Senior Li	Payment	6/30/20	-221,400.00	Check 2983	0.00
860R1	6/12/20	203,310.00	App 4:Lakeview Senior Li	Payment	8/27/20	-203,310.00	Check 3038	0.00
871	7/5/20	141,210.00	App 5:Lakeview Senior Li	Payment	9/2/20	-141,210.00	Check 3069	0.00
878	8/5/20	195,480.00	App 6:Lakeview Senior Li	Payment	10/12/20	-195,480.00	Check 3146	0.00
884	9/3/20	92,745.00	App 7:Lakeview Senior Li	Payment	11/23/20	-92,745.00	Check 3165	0.00
891	10/5/20	120,465.00	App 8:Lakeview Senior Li	Payment	12/28/20	-120,465.00	Check 3198	0.00
912	2/5/21	7,897.50	App 9:Lakeview Senior Li	Payment	4/23/21	-7,897.50	Check 3318	0.00
219013R	8/12/21	125,377.50		<b>Total Paid</b>		<b>\$1,128,397.50</b>		<b>\$125,377.50</b>



APPLICATION AND CERTIFICATE FOR PAYMENT

To(OWNER): Rise Residential Construction  
16812 Dallas Parkway  
Dallas, TX 75248

Project: Lakeview Senior Living  
7420 Lakeview Parkway  
Rowlett, TX 75088

Application No: 1  
Invoice No: 833  
Period To: 3/12/2020

From: Associated Rock Concepts, Inc.  
14475 Old Denton Rd.  
Suite 500  
Roanoke, TX 76262

Via(Architect):

Architect's  
Project No: 150-ASS-01  
Invoice Date: 3/12/2020  
Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	0.00	0.00
Approved this month	0.00	0.00
TOTALS	0.00	0.00
Net change by change orders	0.00	

- 1. ORIGINAL CONTRACT SUM..... \$ 1,245,000.00
- 2. Net change by Change Orders..... \$ 0.00
- 3. CONTRACT SUM TO DATE(Line 1 +/- 2)..... \$ 1,245,000.00
- 4. TOTAL COMPLETED & STORED TO DATE..... \$ 56,250.00
- 5. RETAINAGE..... \$ 5,625.00
- 6. TOTAL EARNED LESS RETAINAGE..... \$ 50,625.00  
(Line 4 less Line 5)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$ 0.00  
(Line 6 from prior Certificate)
- 8. SALES TAX..... \$ 0.00
- 9. CURRENT PAYMENT DUE..... \$ 50,625.00
- 10. BALANCE TO FINISH, PLUS RETAINAGE..... \$ 1,194,375.00  
(Line 3 less Line 6)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this 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: Associated Rock Concepts, Inc.

By: Sal Gamber

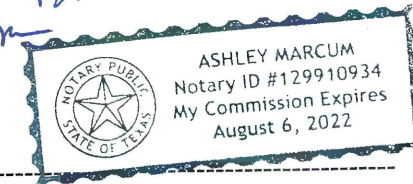
Date: 3-12-20

State of: Texas

County of: Denton

Subscribed and sworn to before me this 12th day of March, 2020

Notary Public: Ashley Marcum  
My Commission expires: 8-6-20



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 the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$  
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By \_\_\_\_\_ 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.

Application Number: 1  
 Application Date: 3/12/2020  
 Period To: 3/12/2020  
 Architect's Project No: 150-ASS-01

CONTINUATION SHEET

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)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
	<u>Materials</u>								
01	Bldg 1 - Sect A - 1st	29,700.00	0.00	14,850.00	0.00	14,850.00	50	14,850.00	1,485.00
02	Bldg 1 - Sect A - 2nd	29,700.00	0.00	0.00	0.00	0.00	0	29,700.00	0.00
03	Bldg 1 - Sect A - 3rd	29,700.00	0.00	0.00	0.00	0.00	0	29,700.00	0.00
04	Bldg 1 - Sect B - 1st	29,700.00	0.00	0.00	0.00	0.00	0	29,700.00	0.00
05	Bldg 1 - Sect B - 2nd	29,700.00	0.00	0.00	0.00	0.00	0	29,700.00	0.00
06	Bldg 1 - Sect B - 3rd	29,700.00	0.00	0.00	0.00	0.00	0	29,700.00	0.00
07	Bldg 2 - Sect A - 1st	29,700.00	0.00	0.00	0.00	0.00	0	29,700.00	0.00
08	Bldg 2 - Sect A - 2nd	29,700.00	0.00	0.00	0.00	0.00	0	29,700.00	0.00
09	Bldg 2 - Sect A - 3rd	29,700.00	0.00	0.00	0.00	0.00	0	29,700.00	0.00
10	Bldg 2 - Sect B - 1st	29,700.00	0.00	0.00	0.00	0.00	0	29,700.00	0.00
11	Bldg 2 - Sect B - 2nd	29,700.00	0.00	0.00	0.00	0.00	0	29,700.00	0.00
12	Bldg 2 - Sect B - 3rd	29,700.00	0.00	0.00	0.00	0.00	0	29,700.00	0.00
13	Bldg 3 - Sect A - 1st	29,700.00	0.00	0.00	0.00	0.00	0	29,700.00	0.00
14	Bldg 3 - Sect A - 2nd	29,700.00	0.00	0.00	0.00	0.00	0	29,700.00	0.00
15	Bldg 3 - Sect A - 3rd	29,700.00	0.00	0.00	0.00	0.00	0	29,700.00	0.00
16	Bldg 3 - Sect B - 1st	29,700.00	0.00	0.00	0.00	0.00	0	29,700.00	0.00
17	Bldg 3 - Sect B - 2nd	29,700.00	0.00	0.00	0.00	0.00	0	29,700.00	0.00
18	Bldg 3 - Sect B - 3rd	29,700.00	0.00	0.00	0.00	0.00	0	29,700.00	0.00
19	Clubhouse	10,000.00	0.00	0.00	0.00	0.00	0	10,000.00	0.00
20	RC Channels	77,900.00	0.00	0.00	0.00	0.00	0	77,900.00	0.00
		<u>622,500.00</u>	<u>0.00</u>	<u>14,850.00</u>	<u>0.00</u>	<u>14,850.00</u>	<u>2</u>	<u>607,650.00</u>	<u>1,485.00</u>
	<u>Prerock</u>								
21	Bldg 1 - Sect A - 1st	6,900.00	0.00	6,900.00	0.00	6,900.00	100	0.00	690.00
22	Bldg 1 - Sect A - 2nd	6,900.00	0.00	6,900.00	0.00	6,900.00	100	0.00	690.00
23	Bldg 1 - Sect A - 3rd	6,900.00	0.00	6,900.00	0.00	6,900.00	100	0.00	690.00
24	Bldg 1 - Sect B - 1st	6,900.00	0.00	0.00	0.00	0.00	0	6,900.00	0.00
25	Bldg 1 - Sect B - 2nd	6,900.00	0.00	0.00	0.00	0.00	0	6,900.00	0.00
26	Bldg 1 - Sect B - 3rd	6,900.00	0.00	0.00	0.00	0.00	0	6,900.00	0.00
27	Bldg 2 - Sect A - 1st	6,900.00	0.00	0.00	0.00	0.00	0	6,900.00	0.00
28	Bldg 2 - Sect A - 2nd	6,900.00	0.00	0.00	0.00	0.00	0	6,900.00	0.00
29	Bldg 2 - Sect A - 3rd	6,900.00	0.00	0.00	0.00	0.00	0	6,900.00	0.00
30	Bldg 2 - Sect B - 1st	6,900.00	0.00	6,900.00	0.00	6,900.00	100	0.00	690.00

Application Number: 1  
 Application Date: 3/12/2020  
 Period To: 3/12/2020  
 Architect's Project No: 150-ASS-01

CONTINUATION SHEET

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)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
	<u>Prerock</u>								
31	Bldg 2 - Sect B - 2nd	6,900.00	0.00	6,900.00	0.00	6,900.00	100	0.00	690.00
32	Bldg 2 - Sect B - 3rd	6,900.00	0.00	6,900.00	0.00	6,900.00	100	0.00	690.00
33	Bldg 3 - Sect A - 1st	6,900.00	0.00	0.00	0.00	0.00	0	6,900.00	0.00
34	Bldg 3 - Sect A - 2nd	6,900.00	0.00	0.00	0.00	0.00	0	6,900.00	0.00
35	Bldg 3 - Sect A - 3rd	6,900.00	0.00	0.00	0.00	0.00	0	6,900.00	0.00
36	Bldg 3 - Sect B - 1st	6,900.00	0.00	0.00	0.00	0.00	0	6,900.00	0.00
37	Bldg 3 - Sect B - 2nd	6,900.00	0.00	0.00	0.00	0.00	0	6,900.00	0.00
38	Bldg 3 - Sect B - 3rd	6,900.00	0.00	0.00	0.00	0.00	0	6,900.00	0.00
		<u>124,200.00</u>	<u>0.00</u>	<u>41,400.00</u>	<u>0.00</u>	<u>41,400.00</u>	<u>33</u>	<u>82,800.00</u>	<u>4,140.00</u>
	<u>Tape Bed Texture</u>								
39	Bldg 1 - Sect A - 1st	11,500.00	0.00	0.00	0.00	0.00	0	11,500.00	0.00
40	Bldg 1 - Sect A - 2nd	11,500.00	0.00	0.00	0.00	0.00	0	11,500.00	0.00
41	Bldg 1 - Sect A - 3rd	11,500.00	0.00	0.00	0.00	0.00	0	11,500.00	0.00
42	Bldg 1 - Sect B - 1st	11,500.00	0.00	0.00	0.00	0.00	0	11,500.00	0.00
43	Bldg 1 - Sect B - 2nd	11,500.00	0.00	0.00	0.00	0.00	0	11,500.00	0.00
44	Bldg 1 - Sect B - 3rd	11,500.00	0.00	0.00	0.00	0.00	0	11,500.00	0.00
45	Bldg 2 - Sect A - 1st	11,500.00	0.00	0.00	0.00	0.00	0	11,500.00	0.00
46	Bldg 2 - Sect A - 2nd	11,500.00	0.00	0.00	0.00	0.00	0	11,500.00	0.00
47	Bldg 2 - Sect A - 3rd	11,500.00	0.00	0.00	0.00	0.00	0	11,500.00	0.00
48	Bldg 2 - Sect B - 1st	11,500.00	0.00	0.00	0.00	0.00	0	11,500.00	0.00
49	Bldg 2 - Sect B - 2nd	11,500.00	0.00	0.00	0.00	0.00	0	11,500.00	0.00
50	Bldg 2 - Sect B - 3rd	11,500.00	0.00	0.00	0.00	0.00	0	11,500.00	0.00
51	Bldg 3 - Sect A - 1st	11,500.00	0.00	0.00	0.00	0.00	0	11,500.00	0.00
52	Bldg 3 - Sect A - 2nd	11,500.00	0.00	0.00	0.00	0.00	0	11,500.00	0.00
53	Bldg 3 - Sect A - 3rd	11,500.00	0.00	0.00	0.00	0.00	0	11,500.00	0.00
54	Bldg 3 - Sect B - 1st	11,500.00	0.00	0.00	0.00	0.00	0	11,500.00	0.00
55	Bldg 3 - Sect B - 2nd	11,500.00	0.00	0.00	0.00	0.00	0	11,500.00	0.00
56	Bldg 3 - Sect B - 3rd	11,500.00	0.00	0.00	0.00	0.00	0	11,500.00	0.00
57	Clubhouse	5,500.00	0.00	0.00	0.00	0.00	0	5,500.00	0.00
		<u>212,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0</u>	<u>212,500.00</u>	<u>0.00</u>

Labor



CONTINUATION SHEET

Application Number: 1  
 Application Date: 3/12/2020  
 Period To: 3/12/2020  
 Architect's Project No: 150-ASS-01

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D E 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)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
	<u>Labor</u>								
58	Bldg 1 - Sect A - 1st	15,700.00	0.00	0.00	0.00	0.00	0	15,700.00	0.00
59	Bldg 1 - Sect A - 2nd	15,700.00	0.00	0.00	0.00	0.00	0	15,700.00	0.00
60	Bldg 1 - Sect A - 3rd	15,700.00	0.00	0.00	0.00	0.00	0	15,700.00	0.00
61	Bldg 1 - Sect B - 1st	15,700.00	0.00	0.00	0.00	0.00	0	15,700.00	0.00
62	Bldg 1 - Sect B - 2nd	15,700.00	0.00	0.00	0.00	0.00	0	15,700.00	0.00
63	Bldg 1 - Sect B - 3rd	15,700.00	0.00	0.00	0.00	0.00	0	15,700.00	0.00
64	Bldg 2 - Sect A - 1st	15,700.00	0.00	0.00	0.00	0.00	0	15,700.00	0.00
65	Bldg 2 - Sect A - 2nd	15,700.00	0.00	0.00	0.00	0.00	0	15,700.00	0.00
66	Bldg 2 - Sect A - 3rd	15,700.00	0.00	0.00	0.00	0.00	0	15,700.00	0.00
67	Bldg 2 - Sect B - 1st	15,700.00	0.00	0.00	0.00	0.00	0	15,700.00	0.00
68	Bldg 2 - Sect B - 2nd	15,700.00	0.00	0.00	0.00	0.00	0	15,700.00	0.00
69	Bldg 2 - Sect B - 3rd	15,700.00	0.00	0.00	0.00	0.00	0	15,700.00	0.00
70	Bldg 3 - Sect A - 1st	15,700.00	0.00	0.00	0.00	0.00	0	15,700.00	0.00
71	Bldg 3 - Sect A - 2nd	15,700.00	0.00	0.00	0.00	0.00	0	15,700.00	0.00
72	Bldg 3 - Sect A - 3rd	15,700.00	0.00	0.00	0.00	0.00	0	15,700.00	0.00
73	Bldg 3 - Sect B - 1st	15,700.00	0.00	0.00	0.00	0.00	0	15,700.00	0.00
74	Bldg 3 - Sect B - 2nd	15,700.00	0.00	0.00	0.00	0.00	0	15,700.00	0.00
75	Bldg 3 - Sect B - 3rd	15,700.00	0.00	0.00	0.00	0.00	0	15,700.00	0.00
76	Clubhouse	3,200.00	0.00	0.00	0.00	0.00	0	3,200.00	0.00
		<u>285,800.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0</u>	<u>285,800.00</u>	<u>0.00</u>
	Totals	1,245,000.00	0.00	56,250.00	0.00	56,250.00	5	1,188,750.00	5,625.00

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Insert

On receipt by the signer of this document of a check from Rise Residential (General Contractor) in the sum of \$ 50,625.00 payable to Associated Rock Concepts, Inc. (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank of which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of TX Lakeview Seniors Apartments (Owner) located at Dallas, TX (location, county, state) to the following extent: drywall (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to 7420 Lakeview Parkway, Rowlett, TX 75088 (property) Rise Residential (General Contractor) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above-referenced project in regard to the attached statement(s) or progress payment request(s).

Date: 3-12-20

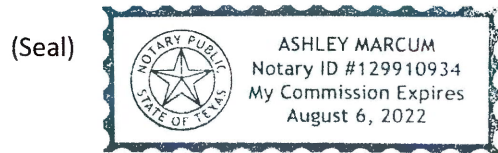
Associated Rock Concepts, Inc. (Company Name)

By: *Joe Gambrel*  
PM (Title)

STATE OF Texas

COUNTY OF Denton

This instrument was acknowledged before me on this 12th day of March, 20   by Joe Gambrel (name of officer), PM (title), Associated Rock Concepts (name of company) a TX (state of incorporation) corporation, on behalf of said company.



*Ashley Marcum*  
Notary Public, State of Texas

My Commission Expires: 08-06-2022

Sign before Payment

LSL

INITIALS

To(OWNER): Rise Residential Construction  
16812 Dallas Parkway  
Dallas, TX 75248

Project: Lakeview Senior Living  
7420 Lakeview Parkway  
Rowlett, TX 75088

Application No: 2  
Invoice No: 845  
Period To: 4/12/2020

From: Associated Rock Concepts, Inc.  
14475 Old Denton Rd.  
Suite 500  
Roanoke, TX 76262

Via(Architect):

Architect's  
Project No: 150-ASS-01  
Invoice Date: 4/13/2020  
Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	0.00	0.00
Approved this month	0.00	0.00
TOTALS	0.00	0.00
Net change by change orders	0.00	

1. ORIGINAL CONTRACT SUM.....	\$	1,245,000.00
2. Net change by Change Orders.....	\$	0.00
3. CONTRACT SUM TO DATE(Line 1 +/- 2).....	\$	1,245,000.00
4. TOTAL COMPLETED & STORED TO DATE.....	\$	162,100.00
5. RETAINAGE.....	\$	16,210.00
6. TOTAL EARNED LESS RETAINAGE.....	\$	145,890.00
(Line 4 less Line 5)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$	50,625.00
(Line 6 from prior Certificate)		
8. SALES TAX.....	\$	0.00
9. CURRENT PAYMENT DUE.....	\$	95,265.00
10. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	1,099,110.00
(Line 3 less Line 6)		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this 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.

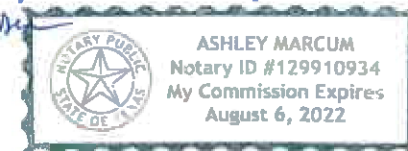
CONTRACTOR: Associated Rock Concepts, Inc.

By: *Joe Granbold*

Date: 4-13-20

State of: Texas County of: Denton  
Subscribed and sworn to before me this 13th day of April, 2020

Notary Public: *Ashley Marcum*  
My Commission expires: 0622



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 the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$  
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By \_\_\_\_\_ 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

Application Number: 2  
 Application Date: 4/13/2020  
 Period To: 4/12/2020  
 Architect's Project No: 150-ASS-01

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)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
<b>Materials</b>									
01	Bldg 1 - Sect A - 1st	29,700.00	14,850.00	14,850.00	0.00	29,700.00	100	0.00	2,970.00
02	Bldg 1 - Sect A - 2nd	29,700.00	0.00	29,700.00	0.00	29,700.00	100	0.00	2,970.00
03	Bldg 1 - Sect A - 3rd	29,700.00	0.00	29,700.00	0.00	29,700.00	100	0.00	2,970.00
04	Bldg 1 - Sect B - 1st	29,700.00	0.00	0.00	0.00	0.00	0	29,700.00	0.00
05	Bldg 1 - Sect B - 2nd	29,700.00	0.00	0.00	0.00	0.00	0	29,700.00	0.00
06	Bldg 1 - Sect B - 3rd	29,700.00	0.00	0.00	0.00	0.00	0	29,700.00	0.00
07	Bldg 2 - Sect A - 1st	29,700.00	0.00	0.00	0.00	0.00	0	29,700.00	0.00
08	Bldg 2 - Sect A - 2nd	29,700.00	0.00	0.00	0.00	0.00	0	29,700.00	0.00
09	Bldg 2 - Sect A - 3rd	29,700.00	0.00	0.00	0.00	0.00	0	29,700.00	0.00
10	Bldg 2 - Sect B - 1st	29,700.00	0.00	0.00	0.00	0.00	0	29,700.00	0.00
11	Bldg 2 - Sect B - 2nd	29,700.00	0.00	0.00	0.00	0.00	0	29,700.00	0.00
12	Bldg 2 - Sect B - 3rd	29,700.00	0.00	0.00	0.00	0.00	0	29,700.00	0.00
13	Bldg 3 - Sect A - 1st	29,700.00	0.00	0.00	0.00	0.00	0	29,700.00	0.00
14	Bldg 3 - Sect A - 2nd	29,700.00	0.00	0.00	0.00	0.00	0	29,700.00	0.00
15	Bldg 3 - Sect A - 3rd	29,700.00	0.00	0.00	0.00	0.00	0	29,700.00	0.00
16	Bldg 3 - Sect B - 1st	29,700.00	0.00	0.00	0.00	0.00	0	29,700.00	0.00
17	Bldg 3 - Sect B - 2nd	29,700.00	0.00	0.00	0.00	0.00	0	29,700.00	0.00
18	Bldg 3 - Sect B - 3rd	29,700.00	0.00	0.00	0.00	0.00	0	29,700.00	0.00
19	Clubhouse	10,000.00	0.00	10,000.00	0.00	10,000.00	100	0.00	1,000.00
20	RC Channels	77,900.00	0.00	12,900.00	0.00	12,900.00	17	65,000.00	1,290.00
		<u>622,500.00</u>	<u>14,850.00</u>	<u>97,150.00</u>	<u>0.00</u>	<u>112,000.00</u>	<u>18</u>	<u>510,500.00</u>	<u>11,200.00</u>
<b>Prerock</b>									
21	Bldg 1 - Sect A - 1st	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
22	Bldg 1 - Sect A - 2nd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
23	Bldg 1 - Sect A - 3rd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
24	Bldg 1 - Sect B - 1st	6,900.00	0.00	0.00	0.00	0.00	0	6,900.00	0.00
25	Bldg 1 - Sect B - 2nd	6,900.00	0.00	0.00	0.00	0.00	0	6,900.00	0.00
26	Bldg 1 - Sect B - 3rd	6,900.00	0.00	0.00	0.00	0.00	0	6,900.00	0.00
27	Bldg 2 - Sect A - 1st	6,900.00	0.00	0.00	0.00	0.00	0	6,900.00	0.00
28	Bldg 2 - Sect A - 2nd	6,900.00	0.00	0.00	0.00	0.00	0	6,900.00	0.00
29	Bldg 2 - Sect A - 3rd	6,900.00	0.00	0.00	0.00	0.00	0	6,900.00	0.00
30	Bldg 2 - Sect B - 1st	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00

Application Number: 2  
 Application Date: 4/13/2020  
 Period To: 4/12/2020  
 Architect's Project No: 150-ASS-01

CONTINUATION SHEET

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)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
	<u>Prerock</u>								
31	Bldg 2 - Sect B - 2nd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
32	Bldg 2 - Sect B - 3rd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
33	Bldg 3 - Sect A - 1st	6,900.00	0.00	0.00	0.00	0.00	0	6,900.00	0.00
34	Bldg 3 - Sect A - 2nd	6,900.00	0.00	0.00	0.00	0.00	0	6,900.00	0.00
35	Bldg 3 - Sect A - 3rd	6,900.00	0.00	0.00	0.00	0.00	0	6,900.00	0.00
36	Bldg 3 - Sect B - 1st	6,900.00	0.00	0.00	0.00	0.00	0	6,900.00	0.00
37	Bldg 3 - Sect B - 2nd	6,900.00	0.00	0.00	0.00	0.00	0	6,900.00	0.00
38	Bldg 3 - Sect B - 3rd	6,900.00	0.00	0.00	0.00	0.00	0	6,900.00	0.00
		<u>124,200.00</u>	<u>41,400.00</u>	<u>0.00</u>	<u>0.00</u>	<u>41,400.00</u>	<u>33</u>	<u>82,800.00</u>	<u>4,140.00</u>
	<u>Tape Bed Texture</u>								
39	Bldg 1 - Sect A - 1st	11,500.00	0.00	0.00	0.00	0.00	0	11,500.00	0.00
40	Bldg 1 - Sect A - 2nd	11,500.00	0.00	0.00	0.00	0.00	0	11,500.00	0.00
41	Bldg 1 - Sect A - 3rd	11,500.00	0.00	0.00	0.00	0.00	0	11,500.00	0.00
42	Bldg 1 - Sect B - 1st	11,500.00	0.00	0.00	0.00	0.00	0	11,500.00	0.00
43	Bldg 1 - Sect B - 2nd	11,500.00	0.00	0.00	0.00	0.00	0	11,500.00	0.00
44	Bldg 1 - Sect B - 3rd	11,500.00	0.00	0.00	0.00	0.00	0	11,500.00	0.00
45	Bldg 2 - Sect A - 1st	11,500.00	0.00	0.00	0.00	0.00	0	11,500.00	0.00
46	Bldg 2 - Sect A - 2nd	11,500.00	0.00	0.00	0.00	0.00	0	11,500.00	0.00
47	Bldg 2 - Sect A - 3rd	11,500.00	0.00	0.00	0.00	0.00	0	11,500.00	0.00
48	Bldg 2 - Sect B - 1st	11,500.00	0.00	0.00	0.00	0.00	0	11,500.00	0.00
49	Bldg 2 - Sect B - 2nd	11,500.00	0.00	0.00	0.00	0.00	0	11,500.00	0.00
50	Bldg 2 - Sect B - 3rd	11,500.00	0.00	0.00	0.00	0.00	0	11,500.00	0.00
51	Bldg 3 - Sect A - 1st	11,500.00	0.00	0.00	0.00	0.00	0	11,500.00	0.00
52	Bldg 3 - Sect A - 2nd	11,500.00	0.00	0.00	0.00	0.00	0	11,500.00	0.00
53	Bldg 3 - Sect A - 3rd	11,500.00	0.00	0.00	0.00	0.00	0	11,500.00	0.00
54	Bldg 3 - Sect B - 1st	11,500.00	0.00	0.00	0.00	0.00	0	11,500.00	0.00
55	Bldg 3 - Sect B - 2nd	11,500.00	0.00	0.00	0.00	0.00	0	11,500.00	0.00
56	Bldg 3 - Sect B - 3rd	11,500.00	0.00	0.00	0.00	0.00	0	11,500.00	0.00
57	Clubhouse	5,500.00	0.00	5,500.00	0.00	5,500.00	100	0.00	550.00
		<u>212,500.00</u>	<u>0.00</u>	<u>5,500.00</u>	<u>0.00</u>	<u>5,500.00</u>	<u>3</u>	<u>207,000.00</u>	<u>550.00</u>

Labor



Application Number: 2  
 Application Date: 4/13/2020  
 Period To: 4/12/2020  
 Architect's Project No: 150-ASS-01

CONTINUATION SHEET

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)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
	<u>Labor</u>								
58	Bldg 1 - Sect A - 1st	15,700.00	0.00	0.00	0.00	0.00	0	15,700.00	0.00
59	Bldg 1 - Sect A - 2nd	15,700.00	0.00	0.00	0.00	0.00	0	15,700.00	0.00
60	Bldg 1 - Sect A - 3rd	15,700.00	0.00	0.00	0.00	0.00	0	15,700.00	0.00
61	Bldg 1 - Sect B - 1st	15,700.00	0.00	0.00	0.00	0.00	0	15,700.00	0.00
62	Bldg 1 - Sect B - 2nd	15,700.00	0.00	0.00	0.00	0.00	0	15,700.00	0.00
63	Bldg 1 - Sect B - 3rd	15,700.00	0.00	0.00	0.00	0.00	0	15,700.00	0.00
64	Bldg 2 - Sect A - 1st	15,700.00	0.00	0.00	0.00	0.00	0	15,700.00	0.00
65	Bldg 2 - Sect A - 2nd	15,700.00	0.00	0.00	0.00	0.00	0	15,700.00	0.00
66	Bldg 2 - Sect A - 3rd	15,700.00	0.00	0.00	0.00	0.00	0	15,700.00	0.00
67	Bldg 2 - Sect B - 1st	15,700.00	0.00	0.00	0.00	0.00	0	15,700.00	0.00
68	Bldg 2 - Sect B - 2nd	15,700.00	0.00	0.00	0.00	0.00	0	15,700.00	0.00
69	Bldg 2 - Sect B - 3rd	15,700.00	0.00	0.00	0.00	0.00	0	15,700.00	0.00
70	Bldg 3 - Sect A - 1st	15,700.00	0.00	0.00	0.00	0.00	0	15,700.00	0.00
71	Bldg 3 - Sect A - 2nd	15,700.00	0.00	0.00	0.00	0.00	0	15,700.00	0.00
72	Bldg 3 - Sect A - 3rd	15,700.00	0.00	0.00	0.00	0.00	0	15,700.00	0.00
73	Bldg 3 - Sect B - 1st	15,700.00	0.00	0.00	0.00	0.00	0	15,700.00	0.00
74	Bldg 3 - Sect B - 2nd	15,700.00	0.00	0.00	0.00	0.00	0	15,700.00	0.00
75	Bldg 3 - Sect B - 3rd	15,700.00	0.00	0.00	0.00	0.00	0	15,700.00	0.00
76	Clubhouse	3,200.00	0.00	3,200.00	0.00	3,200.00	100	0.00	320.00
		<u>285,800.00</u>	<u>0.00</u>	<u>3,200.00</u>	<u>0.00</u>	<u>3,200.00</u>	<u>1</u>	<u>282,600.00</u>	<u>320.00</u>
	Totals	1,245,000.00	56,250.00	105,850.00	0.00	162,100.00	13	1,082,900.00	16,210.00

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Insert

On receipt by the signer of this document of a check from Rise Residential (General Contractor) in the sum of \$95,265.00 payable to Associated Rock Concepts, Inc. (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank of which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of TX Lakeview Seniors Apartments (Owner) located at Dallas, TX (location, county, state) to the following extent: drywall (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to 7420 Lakeview Parkway Rowlett TX 75088 Rise Residential (property) (General Contractor) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above-referenced project in regard to the attached statement(s) or progress payment request(s).

Date: 4-12-20

Associated Rock Concepts, Inc. (Company Name)

By: Joe Gambrel PM (Title)

STATE OF Texas

COUNTY OF Denton

This instrument was acknowledged before me on this 12th day of April, 2020 by Joe Gambrel (name of officer), PM (title), Associated Rock Concepts (name of company) a TX (state of incorporation) corporation, on behalf of said company.

(Seal)



Ashley Marcum Notary Public, State of Texas

My Commission Expires: 08-06-2022

Sign before Payment

LSL

INITIALS

To(OWNER): Rise Residential Construction  
 16812 Dallas Parkway  
 Dallas, TX 75248

Project: Lakeview Senior Living  
 7420 Lakeview Parkway  
 Rowlett, TX 75088

Application No: 3  
 Invoice No: 852R1  
 Period To: 5/12/2020

From: Associated Rock Concepts, Inc.  
 14475 Old Denton Rd.  
 Suite 500  
 Roanoke, TX 76262

Via(Architect):

*\*revised sov\**

Architect's  
 Project No: 150-ASS-01  
 Invoice Date: 5/12/2020  
 Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	0.00	0.00
Approved this month	0.00	0.00
TOTALS	0.00	0.00
Net change by change orders	0.00	

1. ORIGINAL CONTRACT SUM.....	\$	1,245,000.00
2. Net change by Change Orders.....	\$	0.00
3. CONTRACT SUM TO DATE(Line 1 +/- 2).....	\$	1,245,000.00
4. TOTAL COMPLETED & STORED TO DATE.....	\$	408,100.00
5. RETAINAGE.....	\$	40,810.00
6. TOTAL EARNED LESS RETAINAGE.....	\$	367,290.00
(Line 4 less Line 5)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$	145,890.00
(Line 6 from prior Certificate)		
8. SALES TAX.....	\$	0.00
9. CURRENT PAYMENT DUE.....	\$	221,400.00
10. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	877,710.00
(Line 3 less Line 6)		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this 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: Associated Rock Concepts, Inc.

By: Lee Gambel Date: 6-3-20

State of: TEXAS County of: Denton  
 Subscribed and sworn to before me this 3rd day of June, 2020

Notary Public: Ashley Marcum  
 My Commission expires: 8-6-22



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 the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$  
 (Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By \_\_\_\_\_ 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

Application Number: 3  
 Application Date: 5/12/2020  
 Period To: 5/12/2020  
 Architect's Project No: 150-ASS-01

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
	<u>Materials</u>								
01	Bldg 1 - A - 1st	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
02	Bldg 1 - A - 2nd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
03	Bldg 1 - A - 3rd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
04	Bldg 1 - A - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
05	Bldg 1 - B - 1st	29,700.00	0.00	29,700.00	0.00	29,700.00	100	0.00	2,970.00
06	Bldg 1 - B - 2nd	29,700.00	0.00	29,700.00	0.00	29,700.00	100	0.00	2,970.00
07	Bldg 1 - B - 3rd	29,700.00	0.00	29,700.00	0.00	29,700.00	100	0.00	2,970.00
08	Bldg 1 - B - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
09	Bldg 2 - A - 1st	29,700.00	0.00	29,700.00	0.00	29,700.00	100	0.00	2,970.00
10	Bldg 2 - A - 2nd	29,700.00	0.00	29,700.00	0.00	29,700.00	100	0.00	2,970.00
11	Bldg 2 - A - 3rd	29,700.00	0.00	29,700.00	0.00	29,700.00	100	0.00	2,970.00
12	Bldg 2 - A - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
13	Bldg 2 - B - 1st	22,275.00	0.00	0.00	0.00	0.00	0	22,275.00	0.00
14	Bldg 2 - B - 2nd	22,275.00	0.00	0.00	0.00	0.00	0	22,275.00	0.00
15	Bldg 2 - B - 3rd	22,275.00	0.00	0.00	0.00	0.00	0	22,275.00	0.00
16	Bldg 2 - B - 4th	22,275.00	0.00	0.00	0.00	0.00	0	22,275.00	0.00
17	Bldg 3 - A - 1st	22,275.00	0.00	0.00	0.00	0.00	0	22,275.00	0.00
18	Bldg 3 - A - 2nd	22,275.00	0.00	0.00	0.00	0.00	0	22,275.00	0.00
19	Bldg 3 - A - 3rd	22,275.00	0.00	0.00	0.00	0.00	0	22,275.00	0.00
20	Bldg 3 - A - 4th	22,275.00	0.00	0.00	0.00	0.00	0	22,275.00	0.00
21	Bldg 3 - B - 1st	22,275.00	0.00	0.00	0.00	0.00	0	22,275.00	0.00
22	Bldg 3 - B - 2nd	22,275.00	0.00	0.00	0.00	0.00	0	22,275.00	0.00
23	Bldg 3 - B - 3rd	22,275.00	0.00	0.00	0.00	0.00	0	22,275.00	0.00
24	Bldg 3 - B - 4th	22,275.00	0.00	0.00	0.00	0.00	0	22,275.00	0.00
25	RC Channels	77,900.00	12,900.00	0.00	0.00	12,900.00	17	65,000.00	1,290.00
26	Clubhouse	10,000.00	10,000.00	0.00	0.00	10,000.00	100	0.00	1,000.00
		<u>622,500.00</u>	<u>112,000.00</u>	<u>178,200.00</u>	<u>0.00</u>	<u>290,200.00</u>	<u>47</u>	<u>332,300.00</u>	<u>29,020.00</u>
	<u>Prerock</u>								
27	Bldg 1 - A - 1st	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
28	Bldg 1 - A - 2nd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
29	Bldg 1 - A - 3rd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
30	Bldg 1 - A - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00

CONTINUATION SHEET

Application Number: 3  
 Application Date: 5/12/2020  
 Period To: 5/12/2020  
 Architect's Project No: 150-ASS-01

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D E 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)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
	<u>Prerock</u>								
31	Bldg 1 - B - 1st	5,175.00	0.00	0.00	0.00	0.00	0	5,175.00	0.00
32	Bldg 1 - B - 2nd	5,175.00	0.00	0.00	0.00	0.00	0	5,175.00	0.00
33	Bldg 1 - B - 3rd	5,175.00	0.00	0.00	0.00	0.00	0	5,175.00	0.00
34	Bldg 1 - B - 4th	5,175.00	0.00	0.00	0.00	0.00	0	5,175.00	0.00
35	Bldg 2 - A - 1st	6,900.00	0.00	6,900.00	0.00	6,900.00	100	0.00	690.00
36	Bldg 2 - A - 2nd	6,900.00	0.00	6,900.00	0.00	6,900.00	100	0.00	690.00
37	Bldg 2 - A - 3rd	6,900.00	0.00	6,900.00	0.00	6,900.00	100	0.00	690.00
38	Bldg 2 - A - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
39	Bldg 2 - B - 1st	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
40	Bldg 2 - B - 2nd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
41	Bldg 2 - B - 3rd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
42	Bldg 2 - B - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
43	Bldg 3 - A - 1st	5,175.00	0.00	0.00	0.00	0.00	0	5,175.00	0.00
44	Bldg 3 - A - 2nd	5,175.00	0.00	0.00	0.00	0.00	0	5,175.00	0.00
45	Bldg 3 - A - 3rd	5,175.00	0.00	0.00	0.00	0.00	0	5,175.00	0.00
46	Bldg 3 - A - 4th	5,175.00	0.00	0.00	0.00	0.00	0	5,175.00	0.00
47	Bldg 3 - B - 1st	5,175.00	0.00	0.00	0.00	0.00	0	5,175.00	0.00
48	Bldg 3 - B - 2nd	5,175.00	0.00	0.00	0.00	0.00	0	5,175.00	0.00
49	Bldg 3 - B - 3rd	5,175.00	0.00	0.00	0.00	0.00	0	5,175.00	0.00
50	Bldg 3 - B - 4th	5,175.00	0.00	0.00	0.00	0.00	0	5,175.00	0.00
51	Clubhouse	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
		<u>124,200.00</u>	<u>41,400.00</u>	<u>20,700.00</u>	<u>0.00</u>	<u>62,100.00</u>	<u>50</u>	<u>62,100.00</u>	<u>6,210.00</u>
	<u>Tape Bed Texture</u>								
52	Bldg 1 - A - 1st	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
53	Bldg 1 - A - 2nd	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
54	Bldg 1 - A - 3rd	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
55	Bldg 1 - A - 4th	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
56	Bldg 1 - B - 1st	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
57	Bldg 1 - B - 2nd	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
58	Bldg 1 - B - 3rd	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
59	Bldg 1 - B - 4th	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
60	Bldg 2 - A - 1st	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00

CONTINUATION SHEET

Application Number: 3  
 Application Date: 5/12/2020  
 Period To: 5/12/2020  
 Architect's Project No: 150-ASS-01

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)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
	<u>Tape Bed Texture</u>								
61	Bldg 2 - A - 2nd	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
62	Bldg 2 - A - 3rd	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
63	Bldg 2 - A - 4th	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
64	Bldg 2 - B - 1st	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
65	Bldg 2 - B - 2nd	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
66	Bldg 2 - B - 3rd	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
67	Bldg 2 - B - 4th	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
68	Bldg 3 - A - 1st	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
69	Bldg 3 - A - 2nd	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
70	Bldg 3 - A - 3rd	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
71	Bldg 3 - A - 4th	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
72	Bldg 3 - B - 1st	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
73	Bldg 3 - B - 2nd	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
74	Bldg 3 - B - 3rd	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
75	Bldg 3 - B - 4th	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
76	Clubhouse	5,500.00	5,500.00	0.00	0.00	5,500.00	100	0.00	550.00
		<u>212,500.00</u>	<u>5,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,500.00</u>	<u>3</u>	<u>207,000.00</u>	<u>550.00</u>
	<u>Labor</u>								
77	Bldg 1 - A - 1st	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
78	Bldg 1 - A - 2nd	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
79	Bldg 1 - A - 3rd	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
80	Bldg 1 - A - 4th	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
81	Bldg 1 - B - 1st	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
82	Bldg 1 - B - 2nd	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
83	Bldg 1 - B - 3rd	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
84	Bldg 1 - B - 4th	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
85	Bldg 2 - A - 1st	15,700.00	0.00	15,700.00	0.00	15,700.00	100	0.00	1,570.00
86	Bldg 2 - A - 2nd	15,700.00	0.00	15,700.00	0.00	15,700.00	100	0.00	1,570.00
87	Bldg 2 - A - 3rd	15,700.00	0.00	15,700.00	0.00	15,700.00	100	0.00	1,570.00
88	Bldg 2 - A - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
89	Bldg 2 - B - 1st	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
90	Bldg 2 - B - 2nd	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00

CONTINUATION SHEET

Application Number: 3  
 Application Date: 5/12/2020  
 Period To: 5/12/2020  
 Architect's Project No: 150-ASS-01

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D E 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)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
			91	<u>Labor</u> Bldg 2 - B - 3rd					
92	Bldg 2 - B - 4th	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
93	Bldg 3 - A - 1st	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
94	Bldg 3 - A - 2nd	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
95	Bldg 3 - A - 3rd	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
96	Bldg 3 - A - 4th	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
97	Bldg 3 - B - 1st	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
98	Bldg 3 - B - 2nd	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
99	Bldg 3 - B - 3rd	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
100	Bldg 3 - B - 4th	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
101	Clubhouse	3,200.00	3,200.00	0.00	0.00	3,200.00	100	0.00	320.00
		<u>285,800.00</u>	<u>3,200.00</u>	<u>47,100.00</u>	<u>0.00</u>	<u>50,300.00</u>	<u>18</u>	<u>235,500.00</u>	<u>5,030.00</u>
	Totals	1,245,000.00	162,100.00	246,000.00	0.00	408,100.00	33	836,900.00	40,810.00

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Insert

On receipt by the signer of this document of a check from Rise Residential (General Contractor) in the sum of \$ 221,400.00 payable to Associated Rock Concepts, Inc. (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank of which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of TX Lakeview Seniors Apartments (Owner) located at Dallas, TX (location, county, state) to the following extent: drywall (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to 7420 Lakeview Parkway Rowlett TX 75088 (property) Rise Residential (General Contractor) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above-referenced project in regard to the attached statement(s) or progress payment request(s).

Date: 5-12-20

Associated Rock Concepts, Inc. (Company Name)

By: [Signature]

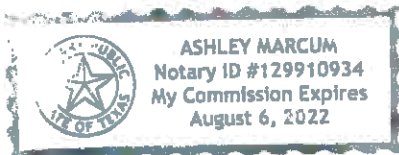
PM (Title)

STATE OF Texas

COUNTY OF Denton

This instrument was acknowledged before me on this 12th day of May, 2020 by Joe Gambrel (name of officer), PM (title), Associated Rock Concepts (name of company) a TX (state of incorporation) corporation, on behalf of said company.

(Seal)



[Signature]  
Notary Public, State of Texas

My Commission Expires: 08-06-2022

Sign before Payment

LSL

INITIALS



To(OWNER): Rise Residential Construction  
16812 Dallas Parkway  
Dallas, TX 75248

Project: Lakeview Senior Living  
7420 Lakeview Parkway  
Rowlett, TX 75088

Application No: 4  
Invoice No: 860R1  
Period To: 6/12/2020

From: Associated Rock Concepts, Inc.  
14475 Old Denton Rd.  
Suite 500  
Roanoke, TX 76262

Via(Architect):

*\*revised SOV\**

Architect's  
Project No: 150-ASS-01  
Invoice Date: 6/12/2020  
Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	0.00	0.00
Approved this month	0.00	0.00
TOTALS	0.00	0.00
Net change by change orders	0.00	

1. ORIGINAL CONTRACT SUM.....	\$	1,245,000.00
2. Net change by Change Orders.....	\$	0.00
3. CONTRACT SUM TO DATE(Line 1 +/- 2).....	\$	1,245,000.00
4. TOTAL COMPLETED & STORED TO DATE.....	\$	634,000.00
5. RETAINAGE.....	\$	63,400.00
6. TOTAL EARNED LESS RETAINAGE.....	\$	570,600.00
(Line 4 less Line 5)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$	367,290.00
(Line 6 from prior Certificate)		
8. SALES TAX.....	\$	0.00
9. CURRENT PAYMENT DUE.....	\$	203,310.00
10. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	674,400.00
(Line 3 less Line 6)		

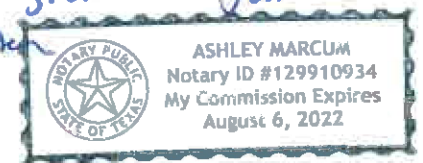
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR: Associated Rock Concepts, Inc.

By: Joe Granke Date: 6-3-20

State of: Texas County of: Denton  
Subscribed and sworn to before me this 3rd day of June, 2020

Notary Public: Ashley Marcum  
My Commission expires: 8-6-22



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 the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$  
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By \_\_\_\_\_ 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

Application Number: 4  
 Application Date: 6/12/2020  
 Period To: 6/12/2020  
 Architect's Project No: 150-ASS-01

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
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
	<b>Materials</b>								
01	Bldg 1 - A - 1st	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
02	Bldg 1 - A - 2nd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
03	Bldg 1 - A - 3rd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
04	Bldg 1 - A - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
05	Bldg 1 - B - 1st	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
06	Bldg 1 - B - 2nd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
07	Bldg 1 - B - 3rd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
08	Bldg 1 - B - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
09	Bldg 2 - A - 1st	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
10	Bldg 2 - A - 2nd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
11	Bldg 2 - A - 3rd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
12	Bldg 2 - A - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
13	Bldg 2 - B - 1st	22,275.00	0.00	22,275.00	0.00	22,275.00	100	0.00	2,227.50
14	Bldg 2 - B - 2nd	22,275.00	0.00	22,275.00	0.00	22,275.00	100	0.00	2,227.50
15	Bldg 2 - B - 3rd	22,275.00	0.00	22,275.00	0.00	22,275.00	100	0.00	2,227.50
16	Bldg 2 - B - 4th	22,275.00	0.00	22,275.00	0.00	22,275.00	100	0.00	2,227.50
17	Bldg 3 - A - 1st	22,275.00	0.00	0.00	0.00	0.00	0	22,275.00	0.00
18	Bldg 3 - A - 2nd	22,275.00	0.00	0.00	0.00	0.00	0	22,275.00	0.00
19	Bldg 3 - A - 3rd	22,275.00	0.00	0.00	0.00	0.00	0	22,275.00	0.00
20	Bldg 3 - A - 4th	22,275.00	0.00	0.00	0.00	0.00	0	22,275.00	0.00
21	Bldg 3 - B - 1st	22,275.00	0.00	0.00	0.00	0.00	0	22,275.00	0.00
22	Bldg 3 - B - 2nd	22,275.00	0.00	0.00	0.00	0.00	0	22,275.00	0.00
23	Bldg 3 - B - 3rd	22,275.00	0.00	0.00	0.00	0.00	0	22,275.00	0.00
24	Bldg 3 - B - 4th	22,275.00	0.00	0.00	0.00	0.00	0	22,275.00	0.00
25	RC Channels	77,900.00	12,900.00	0.00	0.00	12,900.00	17	65,000.00	1,290.00
26	Clubhouse	10,000.00	10,000.00	0.00	0.00	10,000.00	100	0.00	1,000.00
		<u>622,500.00</u>	<u>290,200.00</u>	<u>89,100.00</u>	<u>0.00</u>	<u>379,300.00</u>	<u>61</u>	<u>243,200.00</u>	<u>37,930.00</u>
	<b>Prerock</b>								
27	Bldg 1 - A - 1st	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
28	Bldg 1 - A - 2nd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
29	Bldg 1 - A - 3rd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
30	Bldg 1 - A - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00

CONTINUATION SHEET

Application Number: 4  
 Application Date: 6/12/2020  
 Period To: 6/12/2020  
 Architect's Project No: 150-ASS-01

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)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
	<u>Prerock</u>								
31	Bldg 1 - B - 1st	5,175.00	0.00	5,175.00	0.00	5,175.00	100	0.00	517.50
32	Bldg 1 - B - 2nd	5,175.00	0.00	5,175.00	0.00	5,175.00	100	0.00	517.50
33	Bldg 1 - B - 3rd	5,175.00	0.00	5,175.00	0.00	5,175.00	100	0.00	517.50
34	Bldg 1 - B - 4th	5,175.00	0.00	5,175.00	0.00	5,175.00	100	0.00	517.50
35	Bldg 2 - A - 1st	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
36	Bldg 2 - A - 2nd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
37	Bldg 2 - A - 3rd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
38	Bldg 2 - A - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
39	Bldg 2 - B - 1st	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
40	Bldg 2 - B - 2nd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
41	Bldg 2 - B - 3rd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
42	Bldg 2 - B - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
43	Bldg 3 - A - 1st	5,175.00	0.00	0.00	0.00	0.00	0	5,175.00	0.00
44	Bldg 3 - A - 2nd	5,175.00	0.00	0.00	0.00	0.00	0	5,175.00	0.00
45	Bldg 3 - A - 3rd	5,175.00	0.00	0.00	0.00	0.00	0	5,175.00	0.00
46	Bldg 3 - A - 4th	5,175.00	0.00	0.00	0.00	0.00	0	5,175.00	0.00
47	Bldg 3 - B - 1st	5,175.00	0.00	0.00	0.00	0.00	0	5,175.00	0.00
48	Bldg 3 - B - 2nd	5,175.00	0.00	0.00	0.00	0.00	0	5,175.00	0.00
49	Bldg 3 - B - 3rd	5,175.00	0.00	0.00	0.00	0.00	0	5,175.00	0.00
50	Bldg 3 - B - 4th	5,175.00	0.00	0.00	0.00	0.00	0	5,175.00	0.00
51	Clubhouse	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
		<u>124,200.00</u>	<u>62,100.00</u>	<u>20,700.00</u>	<u>0.00</u>	<u>82,800.00</u>	<u>67</u>	<u>41,400.00</u>	<u>8,280.00</u>
	<u>Tape Bed Texture</u>								
52	Bldg 1 - A - 1st	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
53	Bldg 1 - A - 2nd	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
54	Bldg 1 - A - 3rd	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
55	Bldg 1 - A - 4th	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
56	Bldg 1 - B - 1st	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
57	Bldg 1 - B - 2nd	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
58	Bldg 1 - B - 3rd	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
59	Bldg 1 - B - 4th	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
60	Bldg 2 - A - 1st	8,625.00	0.00	8,625.00	0.00	8,625.00	100	0.00	862.50

CONTINUATION SHEET

Application Number: 4  
 Application Date: 6/12/2020  
 Period To: 6/12/2020  
 Architect's Project No: 150-ASS-01

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)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
	<u>Tape Bed Texture</u>								
61	Bldg 2 - A - 2nd	8,625.00	0.00	8,625.00	0.00	8,625.00	100	0.00	862.50
62	Bldg 2 - A - 3rd	8,625.00	0.00	8,625.00	0.00	8,625.00	100	0.00	862.50
63	Bldg 2 - A - 4th	8,625.00	0.00	8,625.00	0.00	8,625.00	100	0.00	862.50
64	Bldg 2 - B - 1st	8,625.00	0.00	8,625.00	0.00	8,625.00	100	0.00	862.50
65	Bldg 2 - B - 2nd	8,625.00	0.00	8,625.00	0.00	8,625.00	100	0.00	862.50
66	Bldg 2 - B - 3rd	8,625.00	0.00	8,625.00	0.00	8,625.00	100	0.00	862.50
67	Bldg 2 - B - 4th	8,625.00	0.00	8,625.00	0.00	8,625.00	100	0.00	862.50
68	Bldg 3 - A - 1st	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
69	Bldg 3 - A - 2nd	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
70	Bldg 3 - A - 3rd	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
71	Bldg 3 - A - 4th	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
72	Bldg 3 - B - 1st	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
73	Bldg 3 - B - 2nd	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
74	Bldg 3 - B - 3rd	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
75	Bldg 3 - B - 4th	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
76	Clubhouse	5,500.00	5,500.00	0.00	0.00	5,500.00	100	0.00	550.00
		<u>212,500.00</u>	<u>5,500.00</u>	<u>69,000.00</u>	<u>0.00</u>	<u>74,500.00</u>	<u>35</u>	<u>138,000.00</u>	<u>7,450.00</u>
	<u>Labor</u>								
77	Bldg 1 - A - 1st	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
78	Bldg 1 - A - 2nd	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
79	Bldg 1 - A - 3rd	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
80	Bldg 1 - A - 4th	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
81	Bldg 1 - B - 1st	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
82	Bldg 1 - B - 2nd	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
83	Bldg 1 - B - 3rd	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
84	Bldg 1 - B - 4th	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
85	Bldg 2 - A - 1st	15,700.00	15,700.00	0.00	0.00	15,700.00	100	0.00	1,570.00
86	Bldg 2 - A - 2nd	15,700.00	15,700.00	0.00	0.00	15,700.00	100	0.00	1,570.00
87	Bldg 2 - A - 3rd	15,700.00	15,700.00	0.00	0.00	15,700.00	100	0.00	1,570.00
88	Bldg 2 - A - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
89	Bldg 2 - B - 1st	11,775.00	0.00	11,775.00	0.00	11,775.00	100	0.00	1,177.50
90	Bldg 2 - B - 2nd	11,775.00	0.00	11,775.00	0.00	11,775.00	100	0.00	1,177.50

CONTINUATION SHEET

Application Number: 4  
 Application Date: 6/12/2020  
 Period To: 6/12/2020  
 Architect's Project No: 150-ASS-01

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)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
	<u>Labor</u>								
91	Bldg 2 - B - 3rd	11,775.00	0.00	11,775.00	0.00	11,775.00	100	0.00	1,177.50
92	Bldg 2 - B - 4th	11,775.00	0.00	11,775.00	0.00	11,775.00	100	0.00	1,177.50
93	Bldg 3 - A - 1st	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
94	Bldg 3 - A - 2nd	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
95	Bldg 3 - A - 3rd	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
96	Bldg 3 - A - 4th	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
97	Bldg 3 - B - 1st	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
98	Bldg 3 - B - 2nd	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
99	Bldg 3 - B - 3rd	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
100	Bldg 3 - B - 4th	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
101	Clubhouse	3,200.00	3,200.00	0.00	0.00	3,200.00	100	0.00	320.00
		<u>285,800.00</u>	<u>50,300.00</u>	<u>47,100.00</u>	<u>0.00</u>	<u>97,400.00</u>	<u>34</u>	<u>188,400.00</u>	<u>9,740.00</u>
	Totals	1,245,000.00	408,100.00	225,900.00	0.00	634,000.00	51	611,000.00	63,400.00

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Insert

On receipt by the signer of this document of a check from Rise Residential (General Contractor) in the sum of \$ 203,310.00 payable to Associated Rock Concepts, Inc. (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank of which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of TX Lakeview Seniors Apartments (Owner) located at Dallas, TX (location, county, state) to the following extent: drywall (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to 7420 Lakeview Parkway Rowlett TX 75088 Rise Residential as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above-referenced project in regard to the attached statement(s) or progress payment request(s).

Date: 6-5-20

Associated Rock Concepts, Inc. (Company Name)

By: [Signature]

PM (Title)

STATE OF Texas

COUNTY OF Denton

This instrument was acknowledged before me on this 5th day of June, 20 20 by Joe Gambrel (name of officer), PM (title), Associated Rock Concepts (name of company) a TX (state of incorporation) corporation, on behalf of said company.

(Seal)



[Signature] Notary Public, State of Texas

My Commission Expires: 08-06-2022

Sign before Payment

LSL

INITIALS



To(OWNER): Rise Residential Construction  
 16812 Dallas Parkway  
 Dallas, TX 75248

Project: Lakeview Senior Living  
 7420 Lakeview Parkway  
 Rowlett, TX 75088

Application No: 5  
 Invoice No: 871  
 Period To: 7/5/2020

From: Associated Rock Concepts, Inc.  
 14475 Old Denton Rd.  
 Suite 500  
 Roanoke, TX 76262

Via(Architect):

Architect's  
 Project No: 150-ASS-01  
 Invoice Date: 7/5/2020  
 Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	0.00	0.00
Approved this month	0.00	0.00
TOTALS	0.00	0.00
Net change by change orders	0.00	

1. ORIGINAL CONTRACT SUM.....	\$	1,245,000.00
2. Net change by Change Orders.....	\$	0.00
3. CONTRACT SUM TO DATE(Line 1 +/- 2).....	\$	1,245,000.00
4. TOTAL COMPLETED & STORED TO DATE.....	\$	790,900.00
5. RETAINAGE.....	\$	79,090.00
6. TOTAL EARNED LESS RETAINAGE.....	\$	711,810.00
(Line 4 less Line 5)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$	570,600.00
(Line 6 from prior Certificate)		
8. SALES TAX.....	\$	0.00
9. CURRENT PAYMENT DUE.....	\$	141,210.00
10. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	533,190.00
(Line 3 less Line 6)		

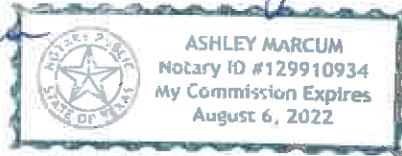
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR: Associated Rock Concepts, Inc.

By: Ace Gombul Date: 7-5-20

State of: Texas County of: Denton  
 Subscribed and sworn to before me this 5<sup>th</sup> day of July, 2020

Notary Public: Ashley Marcum  
 My Commission expires: 8-6-22



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 the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$  
 (Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By \_\_\_\_\_ 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

Application Number: 5  
 Application Date: 7/5/2020  
 Period To: 7/5/2020  
 Architect's Project No: 150-ASS-01

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)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
	<u>Materials</u>								
01	Bldg 1 - A - 1st	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
02	Bldg 1 - A - 2nd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
03	Bldg 1 - A - 3rd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
04	Bldg 1 - A - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
05	Bldg 1 - B - 1st	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
06	Bldg 1 - B - 2nd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
07	Bldg 1 - B - 3rd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
08	Bldg 1 - B - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
09	Bldg 2 - A - 1st	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
10	Bldg 2 - A - 2nd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
11	Bldg 2 - A - 3rd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
12	Bldg 2 - A - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
13	Bldg 2 - B - 1st	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
14	Bldg 2 - B - 2nd	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
15	Bldg 2 - B - 3rd	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
16	Bldg 2 - B - 4th	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
17	Bldg 3 - A - 1st	22,275.00	0.00	22,275.00	0.00	22,275.00	100	0.00	2,227.50
18	Bldg 3 - A - 2nd	22,275.00	0.00	22,275.00	0.00	22,275.00	100	0.00	2,227.50
19	Bldg 3 - A - 3rd	22,275.00	0.00	22,275.00	0.00	22,275.00	100	0.00	2,227.50
20	Bldg 3 - A - 4th	22,275.00	0.00	22,275.00	0.00	22,275.00	100	0.00	2,227.50
21	Bldg 3 - B - 1st	22,275.00	0.00	0.00	0.00	0.00	0	22,275.00	0.00
22	Bldg 3 - B - 2nd	22,275.00	0.00	0.00	0.00	0.00	0	22,275.00	0.00
23	Bldg 3 - B - 3rd	22,275.00	0.00	0.00	0.00	0.00	0	22,275.00	0.00
24	Bldg 3 - B - 4th	22,275.00	0.00	0.00	0.00	0.00	0	22,275.00	0.00
25	RC Channels	77,900.00	12,900.00	0.00	0.00	12,900.00	17	65,000.00	1,290.00
26	Clubhouse	10,000.00	10,000.00	0.00	0.00	10,000.00	100	0.00	1,000.00
		<u>622,500.00</u>	<u>379,300.00</u>	<u>89,100.00</u>	<u>0.00</u>	<u>468,400.00</u>	<u>75</u>	<u>154,100.00</u>	<u>46,840.00</u>
	<u>Prerock</u>								
27	Bldg 1 - A - 1st	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
28	Bldg 1 - A - 2nd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
29	Bldg 1 - A - 3rd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
30	Bldg 1 - A - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00

CONTINUATION SHEET

Application Number: 5  
 Application Date: 7/5/2020  
 Period To: 7/5/2020  
 Architect's Project No: 150-ASS-01

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
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
	<u>Prerock</u>								
31	Bldg 1 - B - 1st	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
32	Bldg 1 - B - 2nd	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
33	Bldg 1 - B - 3rd	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
34	Bldg 1 - B - 4th	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
35	Bldg 2 - A - 1st	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
36	Bldg 2 - A - 2nd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
37	Bldg 2 - A - 3rd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
38	Bldg 2 - A - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
39	Bldg 2 - B - 1st	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
40	Bldg 2 - B - 2nd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
41	Bldg 2 - B - 3rd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
42	Bldg 2 - B - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
43	Bldg 3 - A - 1st	5,175.00	0.00	5,175.00	0.00	5,175.00	100	0.00	517.50
44	Bldg 3 - A - 2nd	5,175.00	0.00	5,175.00	0.00	5,175.00	100	0.00	517.50
45	Bldg 3 - A - 3rd	5,175.00	0.00	5,175.00	0.00	5,175.00	100	0.00	517.50
46	Bldg 3 - A - 4th	5,175.00	0.00	5,175.00	0.00	5,175.00	100	0.00	517.50
47	Bldg 3 - B - 1st	5,175.00	0.00	0.00	0.00	0.00	0	5,175.00	0.00
48	Bldg 3 - B - 2nd	5,175.00	0.00	0.00	0.00	0.00	0	5,175.00	0.00
49	Bldg 3 - B - 3rd	5,175.00	0.00	0.00	0.00	0.00	0	5,175.00	0.00
50	Bldg 3 - B - 4th	5,175.00	0.00	0.00	0.00	0.00	0	5,175.00	0.00
51	Clubhouse	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
		<u>124,200.00</u>	<u>82,800.00</u>	<u>20,700.00</u>	<u>0.00</u>	<u>103,500.00</u>	<u>83</u>	<u>20,700.00</u>	<u>10,350.00</u>
	<u>Tape Bed Texture</u>								
52	Bldg 1 - A - 1st	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
53	Bldg 1 - A - 2nd	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
54	Bldg 1 - A - 3rd	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
55	Bldg 1 - A - 4th	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
56	Bldg 1 - B - 1st	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
57	Bldg 1 - B - 2nd	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
58	Bldg 1 - B - 3rd	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
59	Bldg 1 - B - 4th	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
60	Bldg 2 - A - 1st	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50

CONTINUATION SHEET

Application Number: 5  
 Application Date: 7/5/2020  
 Period To: 7/5/2020  
 Architect's Project No: 150-ASS-01

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)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
	<u>Tape Bed Texture</u>								
61	Bldg 2 - A - 2nd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
62	Bldg 2 - A - 3rd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
63	Bldg 2 - A - 4th	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
64	Bldg 2 - B - 1st	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
65	Bldg 2 - B - 2nd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
66	Bldg 2 - B - 3rd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
67	Bldg 2 - B - 4th	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
68	Bldg 3 - A - 1st	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
69	Bldg 3 - A - 2nd	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
70	Bldg 3 - A - 3rd	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
71	Bldg 3 - A - 4th	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
72	Bldg 3 - B - 1st	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
73	Bldg 3 - B - 2nd	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
74	Bldg 3 - B - 3rd	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
75	Bldg 3 - B - 4th	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
76	Clubhouse	5,500.00	5,500.00	0.00	0.00	5,500.00	100	0.00	550.00
		<u>212,500.00</u>	<u>74,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>74,500.00</u>	<u>35</u>	<u>138,000.00</u>	<u>7,450.00</u>
	<u>Labor</u>								
77	Bldg 1 - A - 1st	11,775.00	0.00	11,775.00	0.00	11,775.00	100	0.00	1,177.50
78	Bldg 1 - A - 2nd	11,775.00	0.00	11,775.00	0.00	11,775.00	100	0.00	1,177.50
79	Bldg 1 - A - 3rd	11,775.00	0.00	11,775.00	0.00	11,775.00	100	0.00	1,177.50
80	Bldg 1 - A - 4th	11,775.00	0.00	11,775.00	0.00	11,775.00	100	0.00	1,177.50
81	Bldg 1 - B - 1st	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
82	Bldg 1 - B - 2nd	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
83	Bldg 1 - B - 3rd	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
84	Bldg 1 - B - 4th	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
85	Bldg 2 - A - 1st	15,700.00	15,700.00	0.00	0.00	15,700.00	100	0.00	1,570.00
86	Bldg 2 - A - 2nd	15,700.00	15,700.00	0.00	0.00	15,700.00	100	0.00	1,570.00
87	Bldg 2 - A - 3rd	15,700.00	15,700.00	0.00	0.00	15,700.00	100	0.00	1,570.00
88	Bldg 2 - A - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
89	Bldg 2 - B - 1st	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
90	Bldg 2 - B - 2nd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50

CONTINUATION SHEET

Application Number: 5  
 Application Date: 7/5/2020  
 Period To: 7/5/2020  
 Architect's Project No: 150-ASS-01

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)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
	<b>Labor</b>								
91	Bldg 2 - B - 3rd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
92	Bldg 2 - B - 4th	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
93	Bldg 3 - A - 1st	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
94	Bldg 3 - A - 2nd	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
95	Bldg 3 - A - 3rd	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
96	Bldg 3 - A - 4th	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
97	Bldg 3 - B - 1st	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
98	Bldg 3 - B - 2nd	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
99	Bldg 3 - B - 3rd	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
100	Bldg 3 - B - 4th	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
101	Clubhouse	3,200.00	3,200.00	0.00	0.00	3,200.00	100	0.00	320.00
		<u>285,800.00</u>	<u>97,400.00</u>	<u>47,100.00</u>	<u>0.00</u>	<u>144,500.00</u>	<u>51</u>	<u>141,300.00</u>	<u>14,450.00</u>
	Totals	1,245,000.00	634,000.00	156,900.00	0.00	790,900.00	64	454,100.00	79,090.00

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Insert

On receipt by the signer of this document of a check from Rise Residential (General Contractor) in the sum of \$ 141,210.00 payable to Associated Rock Concepts, Inc. (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank of which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of TX Lakeview Seniors Apartments (Owner) located at Dallas, TX (location, county, state) to the following extent: drywall (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to 7420 Lakeview Parkway Rowlett TX 75088 (property) Rise Residential (General Contractor) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above-referenced project in regard to the attached statement(s) or progress payment request(s).

Date: 7-5-20

Associated Rock Concepts, Inc. (Company Name)

By: [Signature]

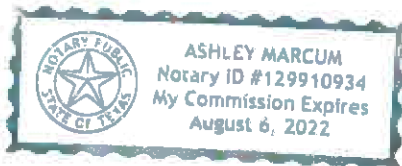
PM (Title)

STATE OF Texas

COUNTY OF Denton

This instrument was acknowledged before me on this 5th day of July, 2020 by Joe Gambrel (name of officer), PM (title), Associated Rock Concepts (name of company) a TX (state of incorporation) corporation, on behalf of said company.

(Seal)



[Signature]  
Notary Public, State of Texas

My Commission Expires: 08-06-2022

Sign before Payment

LSL

INITIALS



To(OWNER): Rise Residential Construction  
 16812 Dallas Parkway  
 Dallas, TX 75248

Project: Lakeview Senior Living  
 7420 Lakeview Parkway  
 Rowlett, TX 75088

Application No: 6  
 Invoice No: 878  
 Period To: 8/5/2020

From: Associated Rock Concepts, Inc.  
 14475 Old Denton Rd.  
 Suite 500  
 Roanoke, TX 76262

Via(Architect):

Architect's  
 Project No: 150-ASS-01  
 Invoice Date: 8/5/2020  
 Contract Date:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	0.00	0.00
Approved this month	0.00	0.00
<b>TOTALS</b>	<b>0.00</b>	<b>0.00</b>
Net change by change orders	0.00	

- 1. ORIGINAL CONTRACT SUM..... \$ 1,245,000.00
- 2. Net change by Change Orders..... \$ 0.00
- 3. CONTRACT SUM TO DATE(Line 1 +/- 2).....\$ 1,245,000.00
- 4. TOTAL COMPLETED & STORED TO DATE..... \$ 1,008,100.00
- 5. RETAINAGE.....\$ 100,810.00
- 6. TOTAL EARNED LESS RETAINAGE.....\$ 907,290.00  
 (Line 4 less Line 5)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$ 711,810.00  
 (Line 6 from prior Certificate)
- 8. SALES TAX..... \$ 0.00
- 9. CURRENT PAYMENT DUE..... \$ 195,480.00
- 10. BALANCE TO FINISH, PLUS RETAINAGE.....\$ 337,710.00  
 (Line 3 less Line 6)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this 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: Associated Rock Concepts, Inc.

By: Joe Gambol Date: 8-5-20

State of: Texas County of: Denton  
 Subscribed and sworn to before me this 5th day of August 2020

Notary Public: Ashley Marcum  
 My Commission expires: 8-6-22



**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 the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$  
 (Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By \_\_\_\_\_ 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

Application Number: 6  
 Application Date: 8/5/2020  
 Period To: 8/5/2020  
 Architect's Project No: 150-ASS-01

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)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
	<b>Materials</b>								
01	Bldg 1 - A - 1st	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
02	Bldg 1 - A - 2nd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
03	Bldg 1 - A - 3rd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
04	Bldg 1 - A - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
05	Bldg 1 - B - 1st	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
06	Bldg 1 - B - 2nd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
07	Bldg 1 - B - 3rd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
08	Bldg 1 - B - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
09	Bldg 2 - A - 1st	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
10	Bldg 2 - A - 2nd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
11	Bldg 2 - A - 3rd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
12	Bldg 2 - A - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
13	Bldg 2 - B - 1st	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
14	Bldg 2 - B - 2nd	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
15	Bldg 2 - B - 3rd	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
16	Bldg 2 - B - 4th	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
17	Bldg 3 - A - 1st	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
18	Bldg 3 - A - 2nd	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
19	Bldg 3 - A - 3rd	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
20	Bldg 3 - A - 4th	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
21	Bldg 3 - B - 1st	22,275.00	0.00	22,275.00	0.00	22,275.00	100	0.00	2,227.50
22	Bldg 3 - B - 2nd	22,275.00	0.00	22,275.00	0.00	22,275.00	100	0.00	2,227.50
23	Bldg 3 - B - 3rd	22,275.00	0.00	22,275.00	0.00	22,275.00	100	0.00	2,227.50
24	Bldg 3 - B - 4th	22,275.00	0.00	22,275.00	0.00	22,275.00	100	0.00	2,227.50
25	RC Channels	77,900.00	12,900.00	25,800.00	0.00	38,700.00	50	39,200.00	3,870.00
26	Clubhouse	10,000.00	10,000.00	0.00	0.00	10,000.00	100	0.00	1,000.00
		<u>622,500.00</u>	<u>468,400.00</u>	<u>114,900.00</u>	<u>0.00</u>	<u>583,300.00</u>	<u>94</u>	<u>39,200.00</u>	<u>58,330.00</u>
	<b>Prerock</b>								
27	Bldg 1 - A - 1st	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
28	Bldg 1 - A - 2nd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
29	Bldg 1 - A - 3rd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
30	Bldg 1 - A - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00

CONTINUATION SHEET

Application Number: 6  
 Application Date: 8/5/2020  
 Period To: 8/5/2020  
 Architect's Project No: 150-ASS-01

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	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
	<u>Prerock</u>								
31	Bldg 1 - B - 1st	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
32	Bldg 1 - B - 2nd	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
33	Bldg 1 - B - 3rd	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
34	Bldg 1 - B - 4th	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
35	Bldg 2 - A - 1st	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
36	Bldg 2 - A - 2nd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
37	Bldg 2 - A - 3rd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
38	Bldg 2 - A - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
39	Bldg 2 - B - 1st	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
40	Bldg 2 - B - 2nd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
41	Bldg 2 - B - 3rd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
42	Bldg 2 - B - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
43	Bldg 3 - A - 1st	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
44	Bldg 3 - A - 2nd	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
45	Bldg 3 - A - 3rd	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
46	Bldg 3 - A - 4th	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
47	Bldg 3 - B - 1st	5,175.00	0.00	5,175.00	0.00	5,175.00	100	0.00	517.50
48	Bldg 3 - B - 2nd	5,175.00	0.00	5,175.00	0.00	5,175.00	100	0.00	517.50
49	Bldg 3 - B - 3rd	5,175.00	0.00	5,175.00	0.00	5,175.00	100	0.00	517.50
50	Bldg 3 - B - 4th	5,175.00	0.00	5,175.00	0.00	5,175.00	100	0.00	517.50
51	Clubhouse	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
		<u>124,200.00</u>	<u>103,500.00</u>	<u>20,700.00</u>	<u>0.00</u>	<u>124,200.00</u>	<u>100</u>	<u>0.00</u>	<u>12,420.00</u>
	<u>Tape Bed Texture</u>								
52	Bldg 1 - A - 1st	8,625.00	0.00	8,625.00	0.00	8,625.00	100	0.00	862.50
53	Bldg 1 - A - 2nd	8,625.00	0.00	8,625.00	0.00	8,625.00	100	0.00	862.50
54	Bldg 1 - A - 3rd	8,625.00	0.00	8,625.00	0.00	8,625.00	100	0.00	862.50
55	Bldg 1 - A - 4th	8,625.00	0.00	8,625.00	0.00	8,625.00	100	0.00	862.50
56	Bldg 1 - B - 1st	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
57	Bldg 1 - B - 2nd	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
58	Bldg 1 - B - 3rd	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
59	Bldg 1 - B - 4th	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
60	Bldg 2 - A - 1st	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50

CONTINUATION SHEET

Application Number: 6  
 Application Date: 8/5/2020  
 Period To: 8/5/2020  
 Architect's Project No: 150-ASS-01

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not In D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
	<u>Tape Bed Texture</u>								
61	Bldg 2 - A - 2nd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
62	Bldg 2 - A - 3rd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
63	Bldg 2 - A - 4th	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
64	Bldg 2 - B - 1st	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
65	Bldg 2 - B - 2nd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
66	Bldg 2 - B - 3rd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
67	Bldg 2 - B - 4th	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
68	Bldg 3 - A - 1st	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
69	Bldg 3 - A - 2nd	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
70	Bldg 3 - A - 3rd	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
71	Bldg 3 - A - 4th	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
72	Bldg 3 - B - 1st	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
73	Bldg 3 - B - 2nd	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
74	Bldg 3 - B - 3rd	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
75	Bldg 3 - B - 4th	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
76	Clubhouse	5,500.00	5,500.00	0.00	0.00	5,500.00	100	0.00	550.00
		<u>212,500.00</u>	<u>74,500.00</u>	<u>34,500.00</u>	<u>0.00</u>	<u>109,000.00</u>	<u>51</u>	<u>103,500.00</u>	<u>10,900.00</u>
	<u>Labor</u>								
77	Bldg 1 - A - 1st	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
78	Bldg 1 - A - 2nd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
79	Bldg 1 - A - 3rd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
80	Bldg 1 - A - 4th	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
81	Bldg 1 - B - 1st	11,775.00	0.00	11,775.00	0.00	11,775.00	100	0.00	1,177.50
82	Bldg 1 - B - 2nd	11,775.00	0.00	11,775.00	0.00	11,775.00	100	0.00	1,177.50
83	Bldg 1 - B - 3rd	11,775.00	0.00	11,775.00	0.00	11,775.00	100	0.00	1,177.50
84	Bldg 1 - B - 4th	11,775.00	0.00	11,775.00	0.00	11,775.00	100	0.00	1,177.50
85	Bldg 2 - A - 1st	15,700.00	15,700.00	0.00	0.00	15,700.00	100	0.00	1,570.00
86	Bldg 2 - A - 2nd	15,700.00	15,700.00	0.00	0.00	15,700.00	100	0.00	1,570.00
87	Bldg 2 - A - 3rd	15,700.00	15,700.00	0.00	0.00	15,700.00	100	0.00	1,570.00
88	Bldg 2 - A - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
89	Bldg 2 - B - 1st	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
90	Bldg 2 - B - 2nd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50

CONTINUATION SHEET

Application Number: 6  
 Application Date: 8/5/2020  
 Period To: 8/5/2020  
 Architect's Project No: 150-ASS-01

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D E 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)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
			91	<u>Labor</u> Bldg 2 - B - 3rd					
92	Bldg 2 - B - 4th	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
93	Bldg 3 - A - 1st	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
94	Bldg 3 - A - 2nd	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
95	Bldg 3 - A - 3rd	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
96	Bldg 3 - A - 4th	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
97	Bldg 3 - B - 1st	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
98	Bldg 3 - B - 2nd	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
99	Bldg 3 - B - 3rd	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
100	Bldg 3 - B - 4th	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
101	Clubhouse	3,200.00	3,200.00	0.00	0.00	3,200.00	100	0.00	320.00
		<u>285,800.00</u>	<u>144,500.00</u>	<u>47,100.00</u>	<u>0.00</u>	<u>191,600.00</u>	<u>67</u>	<u>94,200.00</u>	<u>19,160.00</u>
	Totals	1,245,000.00	790,900.00	217,200.00	0.00	1,008,100.00	81	236,900.00	100,810.00

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Insert

On receipt by the signer of this document of a check from Rise Residential (General Contractor) in the sum of \$ 195,480.00 payable to Associated Rock Concepts, Inc. (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank of which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of TX Lakeview Seniors Apartments (Owner) located at Dallas, TX (location, county, state) to the following extent: drywall (Job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to 7420 Lakeview Parkway Rowlett TX 75088 (property) Rise Residential (General Contractor) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above-referenced project in regard to the attached statement(s) or progress payment request(s).

Date: 8-5-20

Associated Rock Concepts, Inc. (Company Name)

By: [Signature]

PM (Title)

STATE OF Texas

COUNTY OF Denton

This instrument was acknowledged before me on this 5th day of August, 2020 by Joe Gambrel (name of officer), PM (title), Associated Rock Concepts (name of company) a TX (state of incorporation) corporation, on behalf of said company.

(Seal)



[Signature] Notary Public, State of Texas

My Commission Expires: 08-06-2022

Sign before Payment

LSL

INITIALS



**APPLICATION AND CERTIFICATE FOR PAYMENT**

To(OWNER): Rise Residential Construction  
16812 Dallas Parkway  
Dallas, TX 75248

Project: Lakeview Senior Living  
7420 Lakeview Parkway  
Rowlett, TX 75088

Application No: 7  
Invoice No: 884  
Period To: 9/12/2020

From: Associated Rock Concepts, Inc.  
14475 Old Denton Rd.  
Suite 500  
Roanoke, TX 76262

Via(Architect):

Architect's  
Project No: 150-ASS-01  
Invoice Date: 9/3/2020  
Contract Date:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	0.00	0.00
Approved this month	0.00	0.00
<b>TOTALS</b>	<b>0.00</b>	<b>0.00</b>
Net change by change orders	0.00	

- 1. ORIGINAL CONTRACT SUM..... \$ 1,245,000.00
- 2. Net change by Change Orders..... \$ 0.00
- 3. CONTRACT SUM TO DATE(Line 1 +/- 2)..... \$ 1,245,000.00
- 4. TOTAL COMPLETED & STORED TO DATE..... \$ 1,111,150.00
- 5. RETAINAGE..... \$ 111,115.00
- 6. TOTAL EARNED LESS RETAINAGE..... \$ 1,000,035.00  
(Line 4 less Line 5)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$ 907,290.00  
(Line 6 from prior Certificate)
- 8. SALES TAX..... \$ 0.00
- 9. CURRENT PAYMENT DUE..... \$ 92,745.00
- 10. BALANCE TO FINISH, PLUS RETAINAGE..... \$ 244,965.00  
(Line 3 less Line 6)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this 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: Associated Rock Concepts, Inc.

By: Joe Rankin

Date: 9-3-20

State of: Texas County of: Denton  
Subscribed and sworn to before me this 3rd day of Sept, 2020

Notary Public: Ashley Marcum  
My Commission expires: 8-6-22



**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 the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$  
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By \_\_\_\_\_ 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

Application Number: 7  
 Application Date: 9/3/2020  
 Period To: 9/12/2020  
 Architect's Project No: 150-ASS-01

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not In D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
	<u>Materials</u>								
01	Bldg 1 - A - 1st	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
02	Bldg 1 - A - 2nd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
03	Bldg 1 - A - 3rd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
04	Bldg 1 - A - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
05	Bldg 1 - B - 1st	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
06	Bldg 1 - B - 2nd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
07	Bldg 1 - B - 3rd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
08	Bldg 1 - B - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
09	Bldg 2 - A - 1st	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
10	Bldg 2 - A - 2nd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
11	Bldg 2 - A - 3rd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
12	Bldg 2 - A - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
13	Bldg 2 - B - 1st	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
14	Bldg 2 - B - 2nd	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
15	Bldg 2 - B - 3rd	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
16	Bldg 2 - B - 4th	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
17	Bldg 3 - A - 1st	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
18	Bldg 3 - A - 2nd	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
19	Bldg 3 - A - 3rd	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
20	Bldg 3 - A - 4th	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
21	Bldg 3 - B - 1st	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
22	Bldg 3 - B - 2nd	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
23	Bldg 3 - B - 3rd	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
24	Bldg 3 - B - 4th	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
25	RC Channels	77,900.00	38,700.00	38,700.00	0.00	77,400.00	99	500.00	7,740.00
26	Clubhouse	10,000.00	10,000.00	0.00	0.00	10,000.00	100	0.00	1,000.00
		<u>622,500.00</u>	<u>583,300.00</u>	<u>38,700.00</u>	<u>0.00</u>	<u>622,000.00</u>	<u>100</u>	<u>500.00</u>	<u>62,200.00</u>
	<u>Prerock</u>								
27	Bldg 1 - A - 1st	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
28	Bldg 1 - A - 2nd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
29	Bldg 1 - A - 3rd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
30	Bldg 1 - A - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00

CONTINUATION SHEET

Application Number: 7  
 Application Date: 9/3/2020  
 Period To: 9/12/2020  
 Architect's Project No: 150-ASS-01

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
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
	<u>Prerock</u>								
31	Bldg 1 - B - 1st	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
32	Bldg 1 - B - 2nd	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
33	Bldg 1 - B - 3rd	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
34	Bldg 1 - B - 4th	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
35	Bldg 2 - A - 1st	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
36	Bldg 2 - A - 2nd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
37	Bldg 2 - A - 3rd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
38	Bldg 2 - A - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
39	Bldg 2 - B - 1st	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
40	Bldg 2 - B - 2nd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
41	Bldg 2 - B - 3rd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
42	Bldg 2 - B - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
43	Bldg 3 - A - 1st	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
44	Bldg 3 - A - 2nd	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
45	Bldg 3 - A - 3rd	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
46	Bldg 3 - A - 4th	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
47	Bldg 3 - B - 1st	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
48	Bldg 3 - B - 2nd	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
49	Bldg 3 - B - 3rd	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
50	Bldg 3 - B - 4th	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
51	Clubhouse	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
		<u>124,200.00</u>	<u>124,200.00</u>	<u>0.00</u>	<u>0.00</u>	<u>124,200.00</u>	<u>100</u>	<u>0.00</u>	<u>12,420.00</u>
	<u>Tape Bed Texture</u>								
52	Bldg 1 - A - 1st	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
53	Bldg 1 - A - 2nd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
54	Bldg 1 - A - 3rd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
55	Bldg 1 - A - 4th	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
56	Bldg 1 - B - 1st	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
57	Bldg 1 - B - 2nd	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
58	Bldg 1 - B - 3rd	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
59	Bldg 1 - B - 4th	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
60	Bldg 2 - A - 1st	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50

CONTINUATION SHEET

Application Number: 7  
 Application Date: 9/3/2020  
 Period To: 9/12/2020  
 Architect's Project No: 150-ASS-01

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)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
	<u>Tape Bed Texture</u>								
61	Bldg 2 - A - 2nd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
62	Bldg 2 - A - 3rd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
63	Bldg 2 - A - 4th	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
64	Bldg 2 - B - 1st	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
65	Bldg 2 - B - 2nd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
66	Bldg 2 - B - 3rd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
67	Bldg 2 - B - 4th	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
68	Bldg 3 - A - 1st	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
69	Bldg 3 - A - 2nd	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
70	Bldg 3 - A - 3rd	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
71	Bldg 3 - A - 4th	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
72	Bldg 3 - B - 1st	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
73	Bldg 3 - B - 2nd	8,625.00	0.00	0.00	0.00	0.00	0	8,625.00	0.00
74	Bldg 3 - B - 3rd	8,625.00	0.00	8,625.00	0.00	8,625.00	100	0.00	862.50
75	Bldg 3 - B - 4th	8,625.00	0.00	8,625.00	0.00	8,625.00	100	0.00	862.50
76	Clubhouse	5,500.00	5,500.00	0.00	0.00	5,500.00	100	0.00	550.00
		<u>212,500.00</u>	<u>109,000.00</u>	<u>17,250.00</u>	<u>0.00</u>	<u>126,250.00</u>	<u>59</u>	<u>86,250.00</u>	<u>12,625.00</u>
	<u>Labor</u>								
77	Bldg 1 - A - 1st	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
78	Bldg 1 - A - 2nd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
79	Bldg 1 - A - 3rd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
80	Bldg 1 - A - 4th	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
81	Bldg 1 - B - 1st	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
82	Bldg 1 - B - 2nd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
83	Bldg 1 - B - 3rd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
84	Bldg 1 - B - 4th	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
85	Bldg 2 - A - 1st	15,700.00	15,700.00	0.00	0.00	15,700.00	100	0.00	1,570.00
86	Bldg 2 - A - 2nd	15,700.00	15,700.00	0.00	0.00	15,700.00	100	0.00	1,570.00
87	Bldg 2 - A - 3rd	15,700.00	15,700.00	0.00	0.00	15,700.00	100	0.00	1,570.00
88	Bldg 2 - A - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
89	Bldg 2 - B - 1st	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
90	Bldg 2 - B - 2nd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50

CONTINUATION SHEET

Application Number: 7  
 Application Date: 9/3/2020  
 Period To: 9/12/2020  
 Architect's Project No: 150-ASS-01

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D E 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)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
			91	<u>Labor</u> Bldg 2 - B - 3rd					
92	Bldg 2 - B - 4th	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
93	Bldg 3 - A - 1st	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
94	Bldg 3 - A - 2nd	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
95	Bldg 3 - A - 3rd	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
96	Bldg 3 - A - 4th	11,775.00	0.00	0.00	0.00	0.00	0	11,775.00	0.00
97	Bldg 3 - B - 1st	11,775.00	0.00	11,775.00	0.00	11,775.00	100	0.00	1,177.50
98	Bldg 3 - B - 2nd	11,775.00	0.00	11,775.00	0.00	11,775.00	100	0.00	1,177.50
99	Bldg 3 - B - 3rd	11,775.00	0.00	11,775.00	0.00	11,775.00	100	0.00	1,177.50
100	Bldg 3 - B - 4th	11,775.00	0.00	11,775.00	0.00	11,775.00	100	0.00	1,177.50
101	Clubhouse	3,200.00	3,200.00	0.00	0.00	3,200.00	100	0.00	320.00
		<u>285,800.00</u>	<u>191,600.00</u>	<u>47,100.00</u>	<u>0.00</u>	<u>238,700.00</u>	<u>84</u>	<u>47,100.00</u>	<u>23,870.00</u>
	Totals	1,245,000.00	1,008,100.00	103,050.00	0.00	1,111,150.00	89	133,850.00	111,115.00

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Insert

On receipt by the signer of this document of a check from Rise Residential (General Contractor) in the sum of \$92,745.00 payable to Associated Rock Concepts, Inc. (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank of which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of TX Lakeview Seniors Apartments (Owner) located at Dallas, TX (location, county, state) to the following extent: drywall (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to 7420 Lakeview Parkway Rowlett, TX 75088 (property) Rise Residential (General Contractor) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above-referenced project in regard to the attached statement(s) or progress payment request(s).

Date: 9-3-20

Associated Rock Concepts, Inc. (Company Name)

By: Joe Gambrel

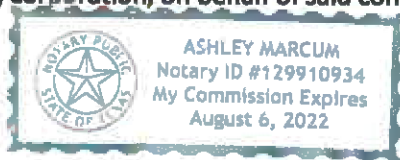
PM (Title)

STATE OF Texas

COUNTY OF Denton

This instrument was acknowledged before me on this 3rd day of September, 2020 by Joe Gambrel (name of officer), PM (title), Associated Rock Concepts (name of company) a TX (state of incorporation) corporation, on behalf of said company.

(Seal)



Ashley Marcum
Notary Public, State of Texas

My Commission Expires: 08-06-2022

Sign before Payment

LSL

INITIALS





**SUBCONTRACTOR PAYMENT APPLICATION  
PROGRESS BILLING**

**FROM:** Associated Rock Concepts, Inc.  
14475 Old Denton Rd. Suite 500  
Roanoke TX 76262  
**PHONE:** 817-589-8008  
**FAX:** N/A  
**TO:** RISE Residential  
lakeviewsejior@RISE-residential.com  
16812 Dallas Parkway  
Dallas, TX 75248  
P: 972-750-4409

**Date:** 9/3/2020  
**Application Number:** 7  
**Invoice Number:** 891  
**Project Name:** Lakeview Senior Living  
**RISE Project Number:** 180 2018-LVS  
**Contract Number:** \_\_\_\_\_

*(RISE Use Only)*  
PM Approval and Date: \_\_\_\_\_

Type of Work \_\_\_\_\_ drywall \_\_\_\_\_

This payment request covers the time period from: \_\_\_\_\_ 8/13/2020 \_\_\_\_\_ to \_\_\_\_\_ 9/12/2020 \_\_\_\_\_

**Contract Summary:**

1. Original Subcontract Amount	\$	<u>1,245,000.00</u>
2. Approved Subcontract Changes (Attach RISE Change Order)	\$	<u>-</u>
3. Total Revised Subcontract Amount (Line 1 + Line 2)	\$	<u>1,245,000.00</u>

**Payment Application Summary:**

4. Value of Work Completed To Date:	<u>89%</u>	\$	<u>1,111,150.00</u>	
5. Value of Stored Materials:		\$	<u>-</u>	
6. Total Completed and Stored to Date (Line 4 + Line 5):		\$	<u>1,111,150.00</u>	
7. Less Prior Completed and Stored to Date (Line 6 from previous application):		<\$	<u>1,008,100.00</u>	>
8. Total Gross Earned This Month (Line 6 - Line 7):		\$	<u>103,050.00</u>	
9. Less Retention Of	<u>10%</u>	<\$	<u>10,306.00</u>	>
10. Amount of This Payment Application (Line 8 - Line 9):		\$	<u>92,745.00</u>	

Total value of unapproved extras or claims for which subcontract changes have NOI been issued. (Attach Detail): \$ \_\_\_\_\_ - \_\_\_\_\_

**Comments:**

**CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT**

Project Lakeview Senior Living / Rowlett, Texas  
Job No. 180 2018-LVS

On receipt by the signer of this document of a check from RISE Residential Construction Moore OK, LLC in the sum of \$2,745.00 payable to Associated Rock Concepts, Inc. (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any this document becomes effective similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has against RISE Residential Construction and on the property of Lakeview Senior Living located at 7428 Lakeview Parkway, Rowlett, Tx to the following extent: 272 Unit Apartment Housing with Clubhouse (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Lakeview Senior Living as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

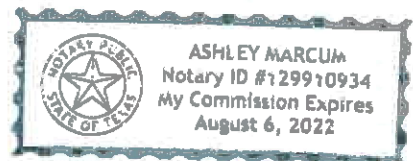
The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

By: Joe Gambrel  
Name: Joe Gambrel  
Title: PM

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned, a Notary Public on this 3rd day of September, 20 20 to certify which witness by hand and seal of office.

Notary Public, State of Texas My Commission Expires: 09-08-2022

*Ashley Marcum*





**AFFIDAVIT OF SUBCONTRACTOR**

State of Texas  
 County of Denton

I am Joe Gambrel in the position of PM  
NAME TITLE  
 for Associated Rock Concepts, Inc. a corporation  
COMPANY NAME PARTNERSHIP, CORPORATION, INDIVIDUAL

hereinafter referred to as "Subcontractor", and am authorized to execute this affidavit on behalf of Subcontractor, know the contents hereof, and certify that the same is true of my own knowledge; and:

1. That Subcontractor is a subcontractor to RISE Residential hereinafter referred to as "Contractor", the general contractor on 150 2018-LVS  
RISE PROJECT NUMBER  
Lakeview Independent Senior Living Apartments  
NAME AND ADDRESS OF PROJECT

2. That as an inducement to Contractor to advance monies to Subcontractor, and with the knowledge that Contractor will rely upon the representation made herein, the undersigned certifies that (a) except as specifically set forth on Subcontractor Payment Application, this application makes claim for payment for all work performed on the Project during the period for which payment is sought, there is no claim which is being omitted and applicant waives any right to make any claim for any additional compensation relating to the period no claim which is being omitted and applicant waives any right to make any claim for any additional compensation relating to the period unless an exception is noted at this time, and (b) the following listed firms and individuals are the only parties FROM WHOM SUBCONTRACTOR HAS PURCHASED MATERIALS, RENTED EQUIPMENT, OR SUBCONTRACTED PORTIONS OF SUBCONTRACTOR'S WORK ON SAID PROJECT (OR HAS COMMITMENTS OR INTENDS TO PURCHASE, RENT, OR SUBCONTRACT) IN AN AMOUNT OF \$1,000.00 OR MORE from the commencement of said project to the date of project completion and/or has filed a preliminary notice on the Project:

NAME OF SUPPLIER / SUB-SUBCONTRACTOR ADDRESS WORK / MATERIAL CONTRACTED FOR	ADJUSTED TOTAL AMOUNT INCLUDING CHANGE ORDERS	LAST MONTHS LIEN WAIVERS		SUPPLIER / SUB-SUB NOT USED LAST MO.	FINAL WAIVERS ALREADY SENT	DATE FINAL SENT TO RISE
		ATTACHED	FORTH-COMING			
SUBCONTRACTOR'S PORTION OF DIRECT LABOR, MATERIAL, EQUIPMENT						
Associated Interiors, Inc. (labor/material)	622,500.00	X				
<b>TOTAL ADJUSTED SUBCONTRACT AMOUNT (Must equal line 3 from Payment Application)</b>						

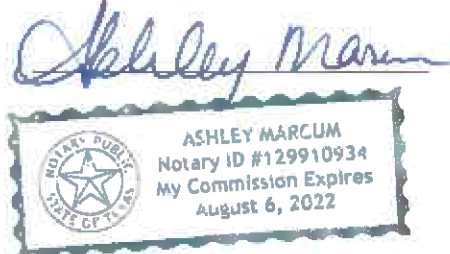
I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Executed on 9/3/2020 at Roanoke, TX  
DATE CITY AND STATE  
Joe Gambrel  
SIGNATURE

CONTRACTOR'S LICENSE NUMBER & RENEWAL DATE

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned, a Notary Public on this 3rd day of September, 2020, to certify which witness by hand and seal of office.

Notary Public, State of Texas  
 My Commission Expires: 08/06/2022





**SUB-SUBCONTRACTOR/SUPPLIER  
UNCONDITIONAL WAIVER AND RELEASE ON  
PROGRESS PAYMENT**

Project: Lakeview Senior Living  
RISE Job Number: 150 2018-LVS

**Notice:**

This document waives rights unconditionally and states that you have been paid for giving up those rights. It is prohibited for a person to require you to sign this document if you have not been paid the payment amount set forth below. If you have not been paid, use a conditional release form

The Signer of this document has been paid and has received a progress payment in the sum of

\$ 578,597.00 for all labor, services, equipment, or materials furnished to the property or to  
(person with whom the signer contracted) On the property of Tx Lakeview Seniors, LP  
located at 7420 Lakeview Parkway, Rowlett, Tx to the following extent: 272 Unit Apartment Homes & Clubhouse

The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the above referenced project to the following extent:

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Associated Rock Concepts, Inc. as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached attached statement or progress payment request(s).

9/3/2020  
Date

Associated Interiors, Inc.  
(Company Name)  
Jason W. Marcum  
(Signature)  
Jason Marcum / Secretary  
(Name and Title)

STATE OF TEXAS  
COUNTY OF DENTON

The foregoing instrument was acknowledged before me this 3rd day of September, 2020, by  
Associated Interiors, Inc.  
(Subcontractor's Name)

Ashley Marcum  
NOTARY PUBLIC  
My Commission Expires 08/06/2022

Personally Known x OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



**APPLICATION AND CERTIFICATE FOR PAYMENT**

To(OWNER): Rise Residential Construction  
16812 Dallas Parkway  
Dallas, TX 75248

Project: Lakeview Senior Living  
7420 Lakeview Parkway  
Rowlett, TX 75088

Application No: 8  
Invoice No: 891  
Period To: 10/12/2020

From: Associated Rock Concepts, Inc.  
14475 Old Denton Rd.  
Suite 500  
Roanoke, TX 76262

Via(Architect):

Architect's  
Project No: 150-ASS-01  
Invoice Date: 10/5/2020  
Contract Date:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	0.00	0.00
Approved this month	0.00	0.00
<b>TOTALS</b>	0.00	0.00
Net change by change orders	0.00	

1. ORIGINAL CONTRACT SUM.....	\$	1,245,000.00
2. Net change by Change Orders.....	\$	0.00
3. CONTRACT SUM TO DATE(Line 1 +/- 2).....	\$	1,245,000.00
4. TOTAL COMPLETED & STORED TO DATE.....	\$	1,245,000.00
5. RETAINAGE.....	\$	124,500.00
6. TOTAL EARNED LESS RETAINAGE.....	\$	1,120,500.00
(Line 4 less Line 5)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$	1,000,035.00
(Line 6 from prior Certificate)		
8. SALES TAX.....	\$	0.00
9. CURRENT PAYMENT DUE.....	\$	120,465.00
10. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	124,500.00
(Line 3 less Line 6)		

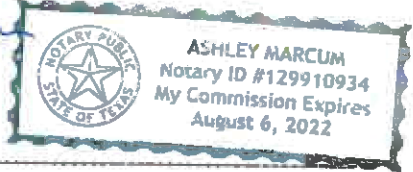
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR: Associated Rock Concepts, Inc.

By: [Signature] Date: 10-5-20

State of: Texas County of: Denton  
Subscribed and sworn to before me this 5th day of Oct, 2020

Notary Public: [Signature]  
My Commission expires: 8-6-22



**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 the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$  
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By \_\_\_\_\_ 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.

Application Number: 8  
 Application Date: 10/5/2020  
 Period To: 10/12/2020  
 Architect's Project No: 150-ASS-01

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
	<b>Materials</b>								
01	Bldg 1 - A - 1st	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
02	Bldg 1 - A - 2nd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
03	Bldg 1 - A - 3rd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
04	Bldg 1 - A - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
05	Bldg 1 - B - 1st	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
06	Bldg 1 - B - 2nd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
07	Bldg 1 - B - 3rd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
08	Bldg 1 - B - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
09	Bldg 2 - A - 1st	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
10	Bldg 2 - A - 2nd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
11	Bldg 2 - A - 3rd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
12	Bldg 2 - A - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
13	Bldg 2 - B - 1st	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
14	Bldg 2 - B - 2nd	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
15	Bldg 2 - B - 3rd	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
16	Bldg 2 - B - 4th	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
17	Bldg 3 - A - 1st	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
18	Bldg 3 - A - 2nd	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
19	Bldg 3 - A - 3rd	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
20	Bldg 3 - A - 4th	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
21	Bldg 3 - B - 1st	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
22	Bldg 3 - B - 2nd	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
23	Bldg 3 - B - 3rd	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
24	Bldg 3 - B - 4th	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
25	RC Channels	77,900.00	77,400.00	500.00	0.00	77,900.00	100	0.00	7,790.00
26	Clubhouse	10,000.00	10,000.00	0.00	0.00	10,000.00	100	0.00	1,000.00
		<u>622,500.00</u>	<u>622,000.00</u>	<u>500.00</u>	<u>0.00</u>	<u>622,500.00</u>	<u>100</u>	<u>0.00</u>	<u>62,250.00</u>
	<b>Prerock</b>								
27	Bldg 1 - A - 1st	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
28	Bldg 1 - A - 2nd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
29	Bldg 1 - A - 3rd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
30	Bldg 1 - A - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00

Application Number: 8  
 Application Date: 10/5/2020  
 Period To: 10/12/2020  
 Architect's Project No: 150-ASS-01

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)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
	<u>Prerock</u>								
31	Bldg 1 - B - 1st	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
32	Bldg 1 - B - 2nd	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
33	Bldg 1 - B - 3rd	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
34	Bldg 1 - B - 4th	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
35	Bldg 2 - A - 1st	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
36	Bldg 2 - A - 2nd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
37	Bldg 2 - A - 3rd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
38	Bldg 2 - A - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
39	Bldg 2 - B - 1st	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
40	Bldg 2 - B - 2nd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
41	Bldg 2 - B - 3rd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
42	Bldg 2 - B - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
43	Bldg 3 - A - 1st	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
44	Bldg 3 - A - 2nd	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
45	Bldg 3 - A - 3rd	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
46	Bldg 3 - A - 4th	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
47	Bldg 3 - B - 1st	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
48	Bldg 3 - B - 2nd	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
49	Bldg 3 - B - 3rd	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
50	Bldg 3 - B - 4th	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
51	Clubhouse	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
		<u>124,200.00</u>	<u>124,200.00</u>	<u>0.00</u>	<u>0.00</u>	<u>124,200.00</u>	<u>100</u>	<u>0.00</u>	<u>12,420.00</u>
	<u>Tape Bed Texture</u>								
52	Bldg 1 - A - 1st	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
53	Bldg 1 - A - 2nd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
54	Bldg 1 - A - 3rd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
55	Bldg 1 - A - 4th	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
56	Bldg 1 - B - 1st	8,625.00	0.00	8,625.00	0.00	8,625.00	100	0.00	862.50
57	Bldg 1 - B - 2nd	8,625.00	0.00	8,625.00	0.00	8,625.00	100	0.00	862.50
58	Bldg 1 - B - 3rd	8,625.00	0.00	8,625.00	0.00	8,625.00	100	0.00	862.50
59	Bldg 1 - B - 4th	8,625.00	0.00	8,625.00	0.00	8,625.00	100	0.00	862.50
60	Bldg 2 - A - 1st	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50



Application Number: 8  
 Application Date: 10/5/2020  
 Period To: 10/12/2020  
 Architect's Project No: 150-ASS-01

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)	% G/C	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
<b><u>Tape Bed Texture</u></b>									
61	Bldg 2 - A - 2nd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
62	Bldg 2 - A - 3rd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
63	Bldg 2 - A - 4th	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
64	Bldg 2 - B - 1st	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
65	Bldg 2 - B - 2nd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
66	Bldg 2 - B - 3rd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
67	Bldg 2 - B - 4th	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
68	Bldg 3 - A - 1st	8,625.00	0.00	8,625.00	0.00	8,625.00	100	0.00	862.50
69	Bldg 3 - A - 2nd	8,625.00	0.00	8,625.00	0.00	8,625.00	100	0.00	862.50
70	Bldg 3 - A - 3rd	8,625.00	0.00	8,625.00	0.00	8,625.00	100	0.00	862.50
71	Bldg 3 - A - 4th	8,625.00	0.00	8,625.00	0.00	8,625.00	100	0.00	862.50
72	Bldg 3 - B - 1st	8,625.00	0.00	8,625.00	0.00	8,625.00	100	0.00	862.50
73	Bldg 3 - B - 2nd	8,625.00	0.00	8,625.00	0.00	8,625.00	100	0.00	862.50
74	Bldg 3 - B - 3rd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
75	Bldg 3 - B - 4th	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
76	Clubhouse	5,500.00	5,500.00	0.00	0.00	5,500.00	100	0.00	550.00
		<u>212,500.00</u>	<u>126,250.00</u>	<u>86,250.00</u>	<u>0.00</u>	<u>212,500.00</u>	<u>100</u>	<u>0.00</u>	<u>21,250.00</u>
<b><u>Labor</u></b>									
77	Bldg 1 - A - 1st	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
78	Bldg 1 - A - 2nd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
79	Bldg 1 - A - 3rd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
80	Bldg 1 - A - 4th	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
81	Bldg 1 - B - 1st	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
82	Bldg 1 - B - 2nd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
83	Bldg 1 - B - 3rd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
84	Bldg 1 - B - 4th	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
85	Bldg 2 - A - 1st	15,700.00	15,700.00	0.00	0.00	15,700.00	100	0.00	1,570.00
86	Bldg 2 - A - 2nd	15,700.00	15,700.00	0.00	0.00	15,700.00	100	0.00	1,570.00
87	Bldg 2 - A - 3rd	15,700.00	15,700.00	0.00	0.00	15,700.00	100	0.00	1,570.00
88	Bldg 2 - A - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
89	Bldg 2 - B - 1st	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
90	Bldg 2 - B - 2nd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50

Application Number: 8  
 Application Date: 10/5/2020  
 Period To: 10/12/2020  
 Architect's Project No: 150-ASS-01

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D E WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
	<u>Labor</u>								
91	Bldg 2 - B - 3rd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
92	Bldg 2 - B - 4th	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
93	Bldg 3 - A - 1st	11,775.00	0.00	11,775.00	0.00	11,775.00	100	0.00	1,177.50
94	Bldg 3 - A - 2nd	11,775.00	0.00	11,775.00	0.00	11,775.00	100	0.00	1,177.50
95	Bldg 3 - A - 3rd	11,775.00	0.00	11,775.00	0.00	11,775.00	100	0.00	1,177.50
96	Bldg 3 - A - 4th	11,775.00	0.00	11,775.00	0.00	11,775.00	100	0.00	1,177.50
97	Bldg 3 - B - 1st	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
98	Bldg 3 - B - 2nd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
99	Bldg 3 - B - 3rd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
100	Bldg 3 - B - 4th	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
101	Clubhouse	3,200.00	3,200.00	0.00	0.00	3,200.00	100	0.00	320.00
		<u>285,800.00</u>	<u>238,700.00</u>	<u>47,100.00</u>	<u>0.00</u>	<u>285,800.00</u>	<u>100</u>	<u>0.00</u>	<u>28,580.00</u>
	Totals	1,245,000.00	1,111,150.00	133,850.00	0.00	1,245,000.00	100	0.00	124,500.00

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Insert

On receipt by the signer of this document of a check from Rise Residential (General Contractor) in the sum of \$ 120,485.00 payable to Associated Rock Concepts, Inc. (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank of which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of TX Lakeview Seniors Apartments (Owner) located at Dallas, TX (location, county, state) to the following extent: drywall (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to 7420 Lakeview Parkway Rowlett TX 75088 (property) Rise Residential (General Contractor) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above-referenced project in regard to the attached statement(s) or progress payment request(s).

Date: 10-5-20

Associated Rock Concepts, Inc. (Company Name)

By: Joe Gambrel PM (Title)

STATE OF Texas

COUNTY OF Denton

This instrument was acknowledged before me on this 5th day of October, 2020 by Joe Gambrel (name of officer), PM (title), Associated Rock Concepts (name of company) a TX (state of incorporation) corporation, on behalf of said company.

(Seal)



Ashley Marcum Notary Public, State of Texas

My Commission Expires: 08-06-2022

Sign before Payment

LSL

INITIALS



**SUBCONTRACTOR PAYMENT APPLICATION  
PROGRESS BILLING**

**FROM:** Associated Rock Concepts, Inc.  
14475 Old Denton Rd. Suite 500  
Roanoke TX 76262  
**PHONE:** 817-589-8008  
**FAX:** N/A  
**TO:** RISE Residential  
lakeviewsemlon@RISE-residential.com  
16612 Dallas Parkway  
Dallas, TX 75248  
P: 972-750-4409

**Date:** 10/8/2020  
**Application Number:** 8  
**Invoice Number:** 891  
**Project Name:** Lakeview Senior Living  
**RISE Project Number:** 150 2018-LV8  
**Contract Number:** \_\_\_\_\_

*(RISE Use Only)*  
PM Approval and Date: \_\_\_\_\_

Type of Work: drywall

This payment request covers the time period from: 9/13/2020 to 10/12/2020

**Contract Summary:**

1. Original Subcontract Amount	\$	<u>1,245,000.00</u>
2. Approved Subcontract Changes (Attach RISE Change Order)	\$	<u>-</u>
3. Total Revised Subcontract Amount (Line 1 + Line 2)	\$	<u>1,245,000.00</u>

**Payment Application Summary:**

4. Value of Work Completed To Date:	<u>100%</u>	\$	<u>1,245,000.00</u>
5. Value of Stored Materials:		\$	<u>                    </u>
6. Total Completed and Stored to Date (Line 4 + Line 5):		\$	<u>1,245,000.00</u>
7. Less Prior Completed and Stored to Date (Line 6 from previous application):		<\$	<u>1,111,150.00</u> >
8. Total Gross Earned This Month (Line 6 - Line 7):		\$	<u>133,850.00</u>
9. Less Retention Of	<u>10%</u>	<\$	<u>13,385.00</u> >
10. Amount of This Payment Application (Line 8 - Line 9):		\$	<u>120,465.00</u>

Total value of unapproved extras or claims for which subcontract changes have NOI been issued. (Attach Detail): \$                     

**Comments:**

**CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT**

Project Lakeview Senior Living / Rowlett, Texas  
Job No. 150 2018-LV8

On receipt by the signer of this document of a check from RISE Residential Construction Moore OK, LLC in the sum of 120,465.00 payable to Associated Rock Concepts, Inc. (payee or payees of check) and when the check has been properly endorsed and has been properly endorsed and has been paid by the bank on which it is drawn, to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any this document becomes effective similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has against RISE Residential Construction and on the property of Lakeview Senior Living located at 7480 Lakeview Parkway, Rowlett, Tx to the following extent: 272 Unit Apartment Building with Clubhouse (Job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished. Lakeview Senior Living as indicated in the attached

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Associated Rock Concepts, Inc.  
By: [Signature]  
Name: Joe Gambrel  
Title: PM

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned, a Notary Public on this 8th day of October, 20 20 to certify which witness by hand and seal of office.

Notary Public, State of Texas My Commission Expires: 08-08-2022

Ashley Marcum





RESIDENTIAL CONSTRUCTION

AFFIDAVIT OF SUBCONTRACTOR

State of Texas
County of Denton

I am Joe Gambrel In the position of PM
NAME TITLE
for Associated Rock Concepts, Inc. a Corporation
COMPANY NAME PARTNERSHIP, CORPORATION, INDIVIDUAL

hereinafter referred to as "Subcontractor", and am authorized to execute this affidavit on behalf of Subcontractor, know the contents hereof, and certify that the same is true of my own knowledge; and:

1. That Subcontractor is a subcontractor to RISE Residential hereinafter referred to as "Contractor", the general contractor on 180 2018-LVS RISE PROJECT NUMBER Lakerview Independent Senior Living Apartments NAME AND ADDRESS OF PROJECT

2. That as an inducement to Contractor to advance monies to Subcontractor, and with the knowledge that Contractor will rely upon the representation made herein, the undersigned certifies that (a) except as specifically set forth on Subcontractor Payment Application, this application makes claim for payment for all work performed on the Project during the period for which payment is sought, there is no claim which is being omitted and applicant waives any right to make any claim for any additional compensation relating to the period no claim which is being omitted and applicant waives any right to make any claim for any additional compensation relating to the period unless an exception is noted at this time, and (b) the following listed firms and individuals are the only parties FROM WHOM SUBCONTRACTOR HAS PURCHASED MATERIALS, RENTED EQUIPMENT, OR SUBCONTRACTED PORTIONS OF SUBCONTRACTOR'S WORK ON SAID PROJECT ( OR HAS COMMITMENTS OR INTENDS TO PURCHASE, RENT, OR SUBCONTRACT) IN AN AMOUNT OF \$1,000.00 OR MORE from the commencement of said project to the date of project completion and/or has filed a preliminary notice on the Project:

Table with 6 columns: NAME OF SUPPLIER / SUB-SUBCONTRACTOR ADDRESS WORK / MATERIAL CONTRACTED FOR, ADJUSTED TOTAL AMOUNT INCLUDING CHANGE ORDERS, LAST MONTHS LIEN WAIVERS ATTACHED FORTH-COMING, SUPPLIER / SUB-SUB NOT USED LAST MO., FINAL WAIVERS ALREADY SENT, DATE FINAL SENT TO RISE. Includes entry for Associated Interiors, Inc. (labor/material) with amount 622,500.00 and date 10/8/2020.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

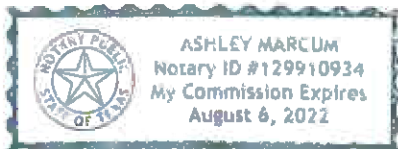
Executed on 10/8/2020 at Roanoke, TX CITY AND STATE
Signature: Joe Gambrel

CONTRACTOR'S LICENSE NUMBER & RENEWAL DATE

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned, a Notary Public on this 8th day of October, 2020 to certify which witness by hand and seal of office.

Notary Public, State of Texas
My Commission Expires: 08/08/2022

Signature: Ashley Marcum





**SUB-SUBCONTRACTOR/SUPPLIER  
UNCONDITIONAL WAIVER AND RELEASE  
UPON FINAL PAYMENT**

Project Name: Lakeview Senior Living  
RISE Job Number: 150 2018-LVS

**NOTICE:**

This document waives rights unconditionally and states that you have been paid for giving up those rights. It is prohibited for a person to require you to sign this document if you have not been paid the payment amount set forth below. If you have not been paid, use a conditional release form.

**UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT**

The signer of this document has been paid in full for all labor, services, equipment or material furnished to the property or to RISE Residential on the property of Tx Lakeview Seniors, LP ... Lakeview Senior Living located at 7420 Lakeview Parkway, Rowlett, Tx. The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

10/8/2020  
Date

Associated Interiors, Inc.  
(Company Name)  
By: Jason W. Marcum  
(Signature)  
Jason Marcum / Secretary  
(Name and Title)

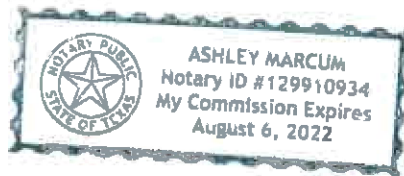
STATE OF TEXAS  
COUNTY OF DENTON

The foregoing instrument was acknowledged before me this 8th day of October, 2020, by Associated Interiors, Inc.  
(Sub-Subcontractor's / Supplier's Name)

Ashley Marcum  
NOTARY PUBLIC  
My Commission Expires: 08/06/2022

Personally Known X OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

NOTE: This document has important legal consequences; legal consultation with an attorney is encouraged with respect to its use or modification.





To(OWNER): Rise Residential Construction
16812 Dallas Parkway
Dallas, TX 75248

Project: Lakeview Senior Living
7420 Lakeview Parkway
Rowlett, TX 75088

Application No: 9
Invoice No: 912
Period To: 2/12/2021

From: Associated Rock Concepts, Inc.
14475 Old Denton Rd.
Suite 500
Roanoke, TX 76262

Via(Architect):

Architect's
Project No: 150-ASS-01
Invoice Date: 2/5/2021
Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

Table with 3 columns: CHANGE ORDER SUMMARY, ADDITIONS, DEDUCTIONS. Rows include Approved previous months, Approved this month, TOTALS, and Net change by change orders.

- 1. ORIGINAL CONTRACT SUM..... \$ 1,245,000.00
2. Net change by Change Orders..... \$ 8,775.00
3. CONTRACT SUM TO DATE(Line 1 +/- 2).....\$ 1,253,775.00
4. TOTAL COMPLETED & STORED TO DATE..... \$ 1,253,775.00
5. RETAINAGE.....\$ 125,377.50
6. TOTAL EARNED LESS RETAINAGE.....\$ 1,128,397.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$ 1,120,500.00
8. SALES TAX..... \$ 0.00
9. CURRENT PAYMENT DUE..... \$ 7,897.50
10. BALANCE TO FINISH, PLUS RETAINAGE.....\$ 125,377.50

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

CONTRACTOR: Associated Rock Concepts, Inc.

By: [Signature] Date: 2/5/21

State of: Texas County of: Denton
Subscribed and sworn to before me this 5th day of Feb, 2021

Notary Public: [Signature]
My Commission expires: 8-6-21



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 the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By \_\_\_\_\_ 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

Application Number: 9  
 Application Date: 2/5/2021  
 Period To: 2/12/2021  
 Architect's Project No: 150-ASS-01

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
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
	<b>Materials</b>								
01	Bldg 1 - A - 1st	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
02	Bldg 1 - A - 2nd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
03	Bldg 1 - A - 3rd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
04	Bldg 1 - A - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
05	Bldg 1 - B - 1st	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
06	Bldg 1 - B - 2nd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
07	Bldg 1 - B - 3rd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
08	Bldg 1 - B - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
09	Bldg 2 - A - 1st	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
10	Bldg 2 - A - 2nd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
11	Bldg 2 - A - 3rd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	2,970.00
12	Bldg 2 - A - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
13	Bldg 2 - B - 1st	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
14	Bldg 2 - B - 2nd	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
15	Bldg 2 - B - 3rd	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
16	Bldg 2 - B - 4th	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
17	Bldg 3 - A - 1st	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
18	Bldg 3 - A - 2nd	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
19	Bldg 3 - A - 3rd	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
20	Bldg 3 - A - 4th	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
21	Bldg 3 - B - 1st	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
22	Bldg 3 - B - 2nd	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
23	Bldg 3 - B - 3rd	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
24	Bldg 3 - B - 4th	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	2,227.50
25	RC Channels	77,900.00	77,900.00	0.00	0.00	77,900.00	100	0.00	7,790.00
26	Clubhouse	10,000.00	10,000.00	0.00	0.00	10,000.00	100	0.00	1,000.00
		<u>622,500.00</u>	<u>622,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>622,500.00</u>	<u>100</u>	<u>0.00</u>	<u>62,250.00</u>
	<b>Prerock</b>								
27	Bldg 1 - A - 1st	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
28	Bldg 1 - A - 2nd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
29	Bldg 1 - A - 3rd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
30	Bldg 1 - A - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00

CONTINUATION SHEET

Application Number: 9  
 Application Date: 2/5/2021  
 Period To: 2/12/2021  
 Architect's Project No: 150-ASS-01

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D E 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)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
	<u>Prerock</u>								
31	Bldg 1 - B - 1st	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
32	Bldg 1 - B - 2nd	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
33	Bldg 1 - B - 3rd	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
34	Bldg 1 - B - 4th	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
35	Bldg 2 - A - 1st	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
36	Bldg 2 - A - 2nd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
37	Bldg 2 - A - 3rd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
38	Bldg 2 - A - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
39	Bldg 2 - B - 1st	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
40	Bldg 2 - B - 2nd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
41	Bldg 2 - B - 3rd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	690.00
42	Bldg 2 - B - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
43	Bldg 3 - A - 1st	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
44	Bldg 3 - A - 2nd	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
45	Bldg 3 - A - 3rd	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
46	Bldg 3 - A - 4th	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
47	Bldg 3 - B - 1st	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
48	Bldg 3 - B - 2nd	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
49	Bldg 3 - B - 3rd	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
50	Bldg 3 - B - 4th	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	517.50
51	Clubhouse	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
		<u>124,200.00</u>	<u>124,200.00</u>	<u>0.00</u>	<u>0.00</u>	<u>124,200.00</u>	<u>100</u>	<u>0.00</u>	<u>12,420.00</u>
	<u>Tape Bed Texture</u>								
52	Bldg 1 - A - 1st	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
53	Bldg 1 - A - 2nd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
54	Bldg 1 - A - 3rd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
55	Bldg 1 - A - 4th	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
56	Bldg 1 - B - 1st	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
57	Bldg 1 - B - 2nd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
58	Bldg 1 - B - 3rd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
59	Bldg 1 - B - 4th	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
60	Bldg 2 - A - 1st	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50

CONTINUATION SHEET

Application Number: 9  
 Application Date: 2/5/2021  
 Period To: 2/12/2021  
 Architect's Project No: 150-ASS-01

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
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
	<u>Tape Bed Texture</u>								
61	Bldg 2 - A - 2nd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
62	Bldg 2 - A - 3rd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
63	Bldg 2 - A - 4th	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
64	Bldg 2 - B - 1st	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
65	Bldg 2 - B - 2nd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
66	Bldg 2 - B - 3rd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
67	Bldg 2 - B - 4th	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
68	Bldg 3 - A - 1st	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
69	Bldg 3 - A - 2nd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
70	Bldg 3 - A - 3rd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
71	Bldg 3 - A - 4th	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
72	Bldg 3 - B - 1st	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
73	Bldg 3 - B - 2nd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
74	Bldg 3 - B - 3rd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
75	Bldg 3 - B - 4th	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
76	Clubhouse	5,500.00	5,500.00	0.00	0.00	5,500.00	100	0.00	550.00
		<u>212,500.00</u>	<u>212,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>212,500.00</u>	<u>100</u>	<u>0.00</u>	<u>21,250.00</u>
	<u>Labor</u>								
77	Bldg 1 - A - 1st	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
78	Bldg 1 - A - 2nd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
79	Bldg 1 - A - 3rd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
80	Bldg 1 - A - 4th	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
81	Bldg 1 - B - 1st	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
82	Bldg 1 - B - 2nd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
83	Bldg 1 - B - 3rd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
84	Bldg 1 - B - 4th	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
85	Bldg 2 - A - 1st	15,700.00	15,700.00	0.00	0.00	15,700.00	100	0.00	1,570.00
86	Bldg 2 - A - 2nd	15,700.00	15,700.00	0.00	0.00	15,700.00	100	0.00	1,570.00
87	Bldg 2 - A - 3rd	15,700.00	15,700.00	0.00	0.00	15,700.00	100	0.00	1,570.00
88	Bldg 2 - A - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
89	Bldg 2 - B - 1st	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
90	Bldg 2 - B - 2nd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50

CONTINUATION SHEET

Application Number: 9  
 Application Date: 2/5/2021  
 Period To: 2/12/2021  
 Architect's Project No: 150-ASS-01

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)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
	<u>Labor</u>								
91	Bldg 2 - B - 3rd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
92	Bldg 2 - B - 4th	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
93	Bldg 3 - A - 1st	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
94	Bldg 3 - A - 2nd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
95	Bldg 3 - A - 3rd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
96	Bldg 3 - A - 4th	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
97	Bldg 3 - B - 1st	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
98	Bldg 3 - B - 2nd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
99	Bldg 3 - B - 3rd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
100	Bldg 3 - B - 4th	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	1,177.50
101	Clubhouse	3,200.00	3,200.00	0.00	0.00	3,200.00	100	0.00	320.00
		<u>285,800.00</u>	<u>285,800.00</u>	<u>0.00</u>	<u>0.00</u>	<u>285,800.00</u>	<u>100</u>	<u>0.00</u>	<u>28,580.00</u>
	<u>Change Orders</u>								
102	CO#1 - Elevator Doors Relocated	8,775.00	0.00	8,775.00	0.00	8,775.00	100	0.00	877.50
		<u>8,775.00</u>	<u>0.00</u>	<u>8,775.00</u>	<u>0.00</u>	<u>8,775.00</u>	<u>100</u>	<u>0.00</u>	<u>877.50</u>
	Totals	1,253,775.00	1,245,000.00	8,775.00	0.00	1,253,775.00	100	0.00	125,377.50



SUBCONTRACTOR PAYMENT APPLICATION
PROGRESS BILLING

FROM: Associated Rock Concepts, Inc.
14475 Old Denton Rd. Suite 600
Roanoke TX 76262
PHONE: 817-589-8008
FAX: N/A
TO: RISE Residential
lakeviewsejior@RISE-residential.com
16812 Dallas Parkway
Dallas, TX 75248
P: 972-750-4409

Date: 2/6/2021
Application Number: 9
Invoice Number: 912
Project Name: Lakeview Senior Living
RISE Project Number: 160 2018-LVS
Contract Number:

(RISE Use Only)
PM Approval and Date:

Type of Work: drywall

This payment request covers the time period from: 10/13/2020 to 2/12/2021

Contract Summary:

Table with 2 columns: Description and Amount. Rows include Original Subcontract Amount (\$1,245,000.00), Approved Subcontract Changes (\$8,775.00), and Total Revised Subcontract Amount (\$1,253,775.00).

Payment Application Summary:

Table with 2 columns: Description and Amount. Rows include Value of Work Completed To Date (100%, \$1,253,775.00), Value of Stored Materials, Total Completed and Stored to Date (\$1,253,775.00), Less Prior Completed and Stored to Date (<\$1,120,500.00), Total Gross Earned This Month (\$8,775.00), Less Retention Of (10%, <\$877.50), and Amount of This Payment Application (\$7,897.50).

Total value of unapproved extras or claims for which subcontract changes have NOT been issued. (Attach Detail): \$ -

Comments:

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Project: Lakeview Senior Living / Rowlett, Texas
Job No.: 160 2018-LVS

On receipt by the signer of this document of a check from RISE Residential Construction Moore OK, LLC in the sum of 7,897.50 payable to Associated Rock Concepts, Inc. (payee or payees of check) and when the check has been properly endorsed and has been properly endorsed and has been paid by the bank on which it is drawn, to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any this document becomes effective similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has against RISE Residential Construction and on the property of Lakeview Senior Living located at 7420 Lakeview Parkway, Rowlett, Tx to the following extent: 278 Unit Apartment Housing with Clubhouse (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished, Lakeview Senior Living as indicated in the attached.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

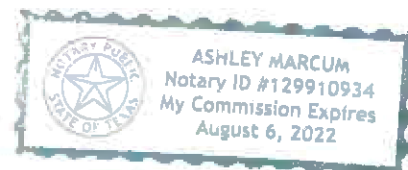
Associated Rock Concepts, Inc.
By: Joe Sembra
Name: Joe Sembra
Title: PM

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned, a Notary Public on this 5th day of February, 20 21 to certify which witness by hand and seal of office.

Notary Public, State of Texas

My Commission Expires: 08-08-2022

Ashley Marcum (signature)





**AFFIDAVIT OF SUBCONTRACTOR**

State of Texas  
County of Denton

I am Joe Gambrel In the position of PM  
NAME TITLE  
for Associated Rock Concepts, Inc. a corporation  
COMPANY NAME PARTNERSHIP, CORPORATION, INDIVIDUAL

hereinafter referred to as "Subcontractor", and am authorized to execute this affidavit on behalf of Subcontractor, know the contents hereof, and certify that the same is true of my own knowledge; and:

1. That Subcontractor is a subcontractor to RISE Residential hereinafter referred to as "Contractor", the general contractor on 180 2018-LVS  
RISE PROJECT NUMBER  
Lakeview Independent Senior Living Apartments  
NAME AND ADDRESS OF PROJECT

2. That as an inducement to Contractor to advance monies to Subcontractor, and with the knowledge that Contractor will rely upon the representation made herein, the undersigned certifies that (a) except as specifically set forth on Subcontractor Payment Application, this application makes claim for payment for all work performed on the Project during the period for which payment is sought, there is no claim which is being omitted and applicant waives any right to make any claim for any additional compensation relating to the period no claim which is being omitted and applicant waives any right to make any claim for any additional compensation relating to the period unless an exception is noted at this time, and (b) the following listed firms and individuals are the only parties FROM WHOM SUBCONTRACTOR HAS PURCHASED MATERIALS, RENTED EQUIPMENT, OR SUBCONTRACTED PORTIONS OF SUBCONTRACTOR'S WORK ON SAID PROJECT ( OR HAS COMMITMENTS OR INTENDS TO PURCHASE, RENT, OR SUBCONTRACT) IN AN AMOUNT OF \$1,000.00 OR MORE from the commencement of said project to the date of project completion and/or has filed a preliminary notice on the Project:

NAME OF SUPPLIER / SUB-SUBCONTRACTOR ADDRESS WORK / MATERIAL CONTRACTED FOR	ADJUSTED TOTAL AMOUNT INCLUDING CHANGE ORDERS	LAST MONTHS LIEN WAIVERS		SUPPLIER / SUB-SUB NOT USED LAST MO.	FINAL WAIVERS ALREADY SENT	DATE FINAL SENT TO RISE
		ATTACHED	FORTH-COMING			
SUBCONTRACTOR'S PORTION OF DIRECT LABOR, MATERIAL, EQUIPMENT						
Associated Interiors, Inc. (labor/material)	622,500.00	X				10/8/2020
<b>TOTAL ADJUSTED SUBCONTRACT AMOUNT (Must equal line 3 from Payment Application)</b>						

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Executed on 2/5/2021 at Roanoke, TX  
DATE CITY AND STATE  
Joe Gambrel  
SIGNATURE

CONTRACTOR'S LICENSE NUMBER & RENEWAL DATE

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned, a Notary Public on this 8th day of February, 2021 to certify which witness by hand and seal of office.

Notary Public, State of Texas  
My Commission Expires: 08/08/2022

Ashley Marcum



**150-ASS-S1C1**  
**RISE Residential**  
**CONSTRUCTION CONTRACT CHANGE ORDER**

Change Order Number: CO 1  
 RISE Project Number: 150 2018-LVS  
 Project Name: Lakeview Senior Living  
 Contract Number: 150-ASS-01  
 Date: October 27, 2020

**Subcontractor:**  
 Associated Rock Concepts  
 14475 Old Denton Rd, Suite 500  
 Roenoke, TX 76262  
 817-589-8008

**Subcontractor:**  
 RISE Residential  
 16812 Dallas Parkway  
 Dallas, TX 76248  
 872-701-8855

Item #	DESCRIPTION OF CHANGE (Attach additional pages if required)	Cost Code	Decrease In	Increase In
1	Furnish and install dry wall for all 4 floors on 3 elevators (the one 3500 in each building) that are having elevator doors relocated. Remove existing drywall in preparation for the framers to perform work. Then reinstall new Drywall.	09-000040		\$ 8,775.00
2				\$ -
3				\$ -
Contract Time:		Contract Sum:		
			Subtotal	\$ - \$ 8,775.00
			Original Contract Amount	\$ 1,245,000.00
			Changes by Previous Change Order	
			Contract Prior to this Change Order	\$ 1,245,000.00
			Contract Increased (Decreased) by this Change Order: to this Change Order	\$ 8,775.00
			New Contract Amount	\$ 1,253,775.00

All Work is to be in strict accordance with terms and conditions of the above referenced Contract and the applicable portions of the Plans and Specifications including all Addenda

SUBCONTRACTOR: Associated Rock Concepts, Inc  
Abby Moran President  
 Officer Title  
11-2-20  
 Date

RISE RESIDENTIAL:  
Melissa Fisher President  
 Date

**APPROVED**  
 By R. Paul Witt at 2:47 pm, Oct 27, 2020  
 PM Approval

**APPROVED**  
 By John Salas at 2:58 pm, Oct 27, 2020  
 VP Approval



**ASSOCIATED ROCK CONCEPTS, INC.**  
**14475 Old Denton Road, Suite 500**  
**Roanoke, Texas 76262**  
**Ph: (817) 689-8008**

<b>TO:</b> Rise Residential	<b>DATE:</b> Revised: October 26, 2020
	<b>PHONE:</b> 972-701-5563
	<b>Email:</b> <a href="mailto:ssulli@rise-residential.com">ssulli@rise-residential.com</a>
<b>ATTN:</b> Stephen Sulli	<b>JOB:</b> Lakeview Senior Living Facility
<b>3-Buildings 4 stories 272 units</b>	<b>LOCATION:</b> Rowlett, TX

Propose hereby to furnish materials, labor, taxes and insurance – complete in accordance with the following clarifications:

Payment to be made as follows: Monthly Progress Draws

This proposal may be withdrawn by us if not accepted within 30 days.

Change Order Request

**ADD to rotate the elevator door entrance: 6 @ \$2,925 = \$17,550**

3

**Labor:**

Erect Scaffold	- 3men @ 6 hours @ \$25/hr + burden	- \$540
Break down and move Scaffold	- 3men @ 5 hours @ \$25/hr + burden	- \$450
Fix Drywall	- 2 men @ 8 hours @ \$25/hr @ 4 levels + burden	- \$960
Subtotal		- \$1,950
(10%) Overhead + (5%) Profit		- \$292
<b>Total</b>		<b>- \$2,242</b>

**Material:**

Move Rails - 4 rails @ 2 layers @ 44' tall @ 2' wide	- 704 s.f.
Move Doors - 9' tall @ 4 layers @ 4 levels @ 4' wide	- 576 s.f.
Footage Total	- 1,280 s.f.
\$ per foot	- \$0.35
Subtotal	- \$448
(10%) Overhead + (5%) Profit	- \$67
<b>Total</b>	<b>- \$515</b>

Scaffold Rental (1 week for 5 flights):	- \$150
(10%) Overhead + (5%) Profit	- \$22
<b>Total</b>	<b>- \$172</b>

**\$2,242 + \$515 + \$172 = \$2,929**

Associated Rock Concepts, Inc.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ASSOCIATED ROCK CONCEPTS, INC.**  
**14475 Old Denton Road, Suite 600**  
**Roanoke, Texas 76262**  
**Ph: (817) 589-8008**

<b>TO: Rise Residential</b>	<b>DATE: Revised: October 27, 2020</b>
	<b>PHONE: 972-701-5563</b>
	<b>Email: <a href="mailto:sullif@rise-residential.com">sullif@rise-residential.com</a></b>
<b>ATTN: Stephen Sullif</b>	<b>JOB: Lakeview Senior Living Facility</b>
<b>3-Buildings 4 stories 272 units</b>	<b>LOCATION: Rowlett, TX</b>

Propose hereby to furnish materials, labor, taxes and insurance -- complete in accordance with the following clarifications:

Payment to be made as follows: Monthly Progress Draws

This proposal may be withdrawn by us if not accepted within 30 days.

**Change Order Request:**

**ADD to rotate the elevator door entrance: 3 @ \$2,925 = \$8,775**

**Labor:**

Erect Scaffold	-- 3men @ 6 hours @ \$25/hr + burden	= \$540
Break down and move Scaffold	-- 3men @ 5 hours @ \$25/hr + burden	= \$450
Fix Drywall	-- 2 men @ 8 hours @ \$25/hr @ 4 levels + burden	= \$960
Subtotal		= \$1,950
(10%) Overhead + (5%) Profit		= \$292
<b>Total</b>		<b>= \$2,242</b>

**Material:**

Move Rails = 4 rails @ 2 layers @ 44' tall @ 2' wide	= 704 s.f.
Move Doors = 9' tall @ 4 layers @ 4 levels @ 4' wide	= 576 s.f.
Footage Total	= 1,280 s.f.
\$ per foot	= \$0.35
Subtotal	= \$448
(10%) Overhead + (5%) Profit	= \$67
<b>Total</b>	<b>= \$515</b>

Scaffold Rental (1 week for 5 flights):	= \$150
(10%) Overhead + (5%) Profit	= \$22
<b>Total</b>	<b>= \$172</b>

**\$2,242 + \$515 + \$172 = \$2,929**

Associated Rock Concepts, Inc.

*John W. Sullif*  
 Date: \_\_\_\_\_

Date: \_\_\_\_\_



RESIDENTIAL CONSTRUCTION

### SUBCONTRACTOR PAYMENT APPLICATION RETENTION BILLING

FROM: Associated Rock Concepts, Inc.  
14475 Old Denton Rd. Suite 500  
Roanoke TX 76262  
 PHONE: 817-589-8008  
 FAX: N/A  
 TO: RISE Residential  
lakeview@rise-residential.com  
16812 Dallas Parkway  
Dallas, TX 75248  
P: 972-750-4409

Date: 8/3/2021  
 Application Number: 10  
 Invoice Number: 219013R  
 Project Name: Lakeview Senior Living  
 RISE Project Number: 150 2018-LVS  
 Contract Number: 150-ASS-01

*(RISE Use Only)*  
 PM Approval and Date:

Type of Work: drywall  
 This payment request covers the time period from: 2/12/2021 to 8/5/2021

**Contract Summary:**

1. Original Subcontract Amount	\$	<u>1,245,000.00</u>
2. Approved Subcontract Changes (Attach RISE Change Order)	\$	<u>8,775.00</u>
3. Total Revised Subcontract Amount (Line 1 + Line 2)	\$	<u>1,253,775.00</u>

**Payment Application Summary:**

4. Value of Work Completed To Date:	<u>100%</u>	\$	<u>1,253,775.00</u>
5. Value of Stored Materials:		\$	
6. Total Completed and Stored to Date (Line 4 + Line 5):		\$	<u>1,253,775.00</u>
7. Less Prior Completed and Stored to Date (Line 6 from previous application):		<\$	
8. Total Gross Earned This Month (Line 6 - Line 7):		\$	<u>1,253,775.00</u>
9. Retention held on this project now due	<u>10%</u>	<\$	<u>125,377.50</u>
10. Amount of This Payment Application (Line 8 - Line 9):		\$	<u>1,379,152.50</u>

Total value of unapproved extras or claims for which subcontract changes have NOT been issued. (Attach Detail):

\$ -

**Comments:**

#### CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Project Lakeview Senior Living  
 Job No. 150 2018-LVS

On receipt by the signer of this document of a check from RISE Residential Construction Moore Ok, LLC in the sum of 1,379,152.50 payable to Associated Rock Concepts, Inc. (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any this document becomes effective similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has against RISE Residential Construction and on the property of Lakeview Senior Living located at 7480 Lakeview Parkway, Rowlett, Tx to the following extent: 372 Unit Apartment Building with Clubhouse (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Lakeview Independent Senior Living Apartments as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

By: Associated Rock Concepts, Inc.  
Jason W. Marcum  
 Name: Jason Marcum  
 Title: PM

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned, a Notary Public on this 3rd day of August 20 21

Notary Public, State of Texas My Commission Expires: 8-6-22

Ashley Marcum



To(OWNER): Rise Residential Construction  
16812 Dallas Parkway  
Dallas, TX 75248

Project: Lakeview Senior Living  
7420 Lakeview Parkway  
Rowlett, TX 75088

Application No: 10  
Invoice No: 219013R  
Period To: 8/5/2021

From: Associated Rock Concepts, Inc.  
14475 Old Denton Rd.  
Suite 500  
Roanoke, TX 76262

Via(Architect):

Architect's  
Project No: 150-ASS-01  
Invoice Date: 8/3/2021  
Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	8,775.00	0.00
Approved this month	0.00	0.00
<b>TOTALS</b>	<b>8,775.00</b>	<b>0.00</b>
Net change by change orders	8,775.00	

- 1. ORIGINAL CONTRACT SUM..... \$ 1,245,000.00
- 2. Net change by Change Orders..... \$ 8,775.00
- 3. CONTRACT SUM TO DATE(Line 1 +/- 2).....\$ 1,253,775.00
- 4. TOTAL COMPLETED & STORED TO DATE..... \$ 1,253,775.00
- 5. RETAINAGE.....\$ 0.00
- 6. TOTAL EARNED LESS RETAINAGE.....\$ 1,253,775.00  
(Line 4 less Line 5)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$ 1,128,397.50  
(Line 6 from prior Certificate)
- 8. SALES TAX..... \$ 0.00
- 9. CURRENT PAYMENT DUE..... \$ 125,377.50
- 10. BALANCE TO FINISH, PLUS RETAINAGE.....\$ 0.00  
(Line 3 less Line 6)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this 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: Associated Rock Concepts, Inc.

By: Jason W. Murray Date: 8-3-21

State of: Texas County of: Denton  
Subscribed and sworn to before me this 3rd day of August 2021

Notary Public: Ashley Marcum  
My Commission expires: 8-6-22



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 the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$  
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By \_\_\_\_\_ 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.

Application Number: 10  
 Application Date: 8/3/2021  
 Period To: 8/5/2021  
 Architect's Project No: 150-ASS-01

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
<b>Materials</b>									
01	Bldg 1 - A - 1st	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	0.00
02	Bldg 1 - A - 2nd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	0.00
03	Bldg 1 - A - 3rd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	0.00
04	Bldg 1 - A - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
05	Bldg 1 - B - 1st	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	0.00
06	Bldg 1 - B - 2nd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	0.00
07	Bldg 1 - B - 3rd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	0.00
08	Bldg 1 - B - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
09	Bldg 2 - A - 1st	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	0.00
10	Bldg 2 - A - 2nd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	0.00
11	Bldg 2 - A - 3rd	29,700.00	29,700.00	0.00	0.00	29,700.00	100	0.00	0.00
12	Bldg 2 - A - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
13	Bldg 2 - B - 1st	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	0.00
14	Bldg 2 - B - 2nd	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	0.00
15	Bldg 2 - B - 3rd	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	0.00
16	Bldg 2 - B - 4th	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	0.00
17	Bldg 3 - A - 1st	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	0.00
18	Bldg 3 - A - 2nd	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	0.00
19	Bldg 3 - A - 3rd	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	0.00
20	Bldg 3 - A - 4th	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	0.00
21	Bldg 3 - B - 1st	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	0.00
22	Bldg 3 - B - 2nd	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	0.00
23	Bldg 3 - B - 3rd	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	0.00
24	Bldg 3 - B - 4th	22,275.00	22,275.00	0.00	0.00	22,275.00	100	0.00	0.00
25	RC Channels	77,900.00	77,900.00	0.00	0.00	77,900.00	100	0.00	0.00
26	Clubhouse	10,000.00	10,000.00	0.00	0.00	10,000.00	100	0.00	0.00
		<u>622,500.00</u>	<u>622,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>622,500.00</u>	<u>100</u>	<u>0.00</u>	<u>0.00</u>
<b>Prerock</b>									
27	Bldg 1 - A - 1st	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	0.00
28	Bldg 1 - A - 2nd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	0.00
29	Bldg 1 - A - 3rd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	0.00
30	Bldg 1 - A - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00

Application Number: 10  
 Application Date: 8/3/2021  
 Period To: 8/5/2021  
 Architect's Project No: 150-ASS-01

CONTINUATION SHEET

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)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
	<u>Prerock</u>								
31	Bldg 1 - B - 1st	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	0.00
32	Bldg 1 - B - 2nd	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	0.00
33	Bldg 1 - B - 3rd	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	0.00
34	Bldg 1 - B - 4th	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	0.00
35	Bldg 2 - A - 1st	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	0.00
36	Bldg 2 - A - 2nd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	0.00
37	Bldg 2 - A - 3rd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	0.00
38	Bldg 2 - A - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
39	Bldg 2 - B - 1st	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	0.00
40	Bldg 2 - B - 2nd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	0.00
41	Bldg 2 - B - 3rd	6,900.00	6,900.00	0.00	0.00	6,900.00	100	0.00	0.00
42	Bldg 2 - B - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
43	Bldg 3 - A - 1st	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	0.00
44	Bldg 3 - A - 2nd	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	0.00
45	Bldg 3 - A - 3rd	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	0.00
46	Bldg 3 - A - 4th	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	0.00
47	Bldg 3 - B - 1st	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	0.00
48	Bldg 3 - B - 2nd	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	0.00
49	Bldg 3 - B - 3rd	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	0.00
50	Bldg 3 - B - 4th	5,175.00	5,175.00	0.00	0.00	5,175.00	100	0.00	0.00
51	Clubhouse	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
		<u>124,200.00</u>	<u>124,200.00</u>	<u>0.00</u>	<u>0.00</u>	<u>124,200.00</u>	<u>100</u>	<u>0.00</u>	<u>0.00</u>
	<u>Tape Bed Texture</u>								
52	Bldg 1 - A - 1st	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00
53	Bldg 1 - A - 2nd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00
54	Bldg 1 - A - 3rd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00
55	Bldg 1 - A - 4th	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00
56	Bldg 1 - B - 1st	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00
57	Bldg 1 - B - 2nd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00
58	Bldg 1 - B - 3rd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00
59	Bldg 1 - B - 4th	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00
60	Bldg 2 - A - 1st	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00

Application Number: 10  
 Application Date: 8/3/2021  
 Period To: 8/5/2021  
 Architect's Project No: 150-ASS-01

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)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
	<u>Tape Bed Texture</u>								
61	Bldg 2 - A - 2nd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00
62	Bldg 2 - A - 3rd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00
63	Bldg 2 - A - 4th	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00
64	Bldg 2 - B - 1st	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00
65	Bldg 2 - B - 2nd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00
66	Bldg 2 - B - 3rd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00
67	Bldg 2 - B - 4th	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00
68	Bldg 3 - A - 1st	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00
69	Bldg 3 - A - 2nd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00
70	Bldg 3 - A - 3rd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00
71	Bldg 3 - A - 4th	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00
72	Bldg 3 - B - 1st	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00
73	Bldg 3 - B - 2nd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00
74	Bldg 3 - B - 3rd	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00
75	Bldg 3 - B - 4th	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	0.00
76	Clubhouse	5,500.00	5,500.00	0.00	0.00	5,500.00	100	0.00	0.00
		<u>212,500.00</u>	<u>212,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>212,500.00</u>	<u>100</u>	<u>0.00</u>	<u>0.00</u>
	<u>Labor</u>								
77	Bldg 1 - A - 1st	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	0.00
78	Bldg 1 - A - 2nd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	0.00
79	Bldg 1 - A - 3rd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	0.00
80	Bldg 1 - A - 4th	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	0.00
81	Bldg 1 - B - 1st	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	0.00
82	Bldg 1 - B - 2nd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	0.00
83	Bldg 1 - B - 3rd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	0.00
84	Bldg 1 - B - 4th	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	0.00
85	Bldg 2 - A - 1st	15,700.00	15,700.00	0.00	0.00	15,700.00	100	0.00	0.00
86	Bldg 2 - A - 2nd	15,700.00	15,700.00	0.00	0.00	15,700.00	100	0.00	0.00
87	Bldg 2 - A - 3rd	15,700.00	15,700.00	0.00	0.00	15,700.00	100	0.00	0.00
88	Bldg 2 - A - 4th	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
89	Bldg 2 - B - 1st	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	0.00
90	Bldg 2 - B - 2nd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	0.00



Application Number: 10  
 Application Date: 8/3/2021  
 Period To: 8/5/2021  
 Architect's Project No: 150-ASS-01

CONTINUATION SHEET

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)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
	<u>Labor</u>								
91	Bldg 2 - B - 3rd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	0.00
92	Bldg 2 - B - 4th	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	0.00
93	Bldg 3 - A - 1st	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	0.00
94	Bldg 3 - A - 2nd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	0.00
95	Bldg 3 - A - 3rd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	0.00
96	Bldg 3 - A - 4th	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	0.00
97	Bldg 3 - B - 1st	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	0.00
98	Bldg 3 - B - 2nd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	0.00
99	Bldg 3 - B - 3rd	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	0.00
100	Bldg 3 - B - 4th	11,775.00	11,775.00	0.00	0.00	11,775.00	100	0.00	0.00
101	Clubhouse	3,200.00	3,200.00	0.00	0.00	3,200.00	100	0.00	0.00
		<u>285,800.00</u>	<u>285,800.00</u>	<u>0.00</u>	<u>0.00</u>	<u>285,800.00</u>	<u>100</u>	<u>0.00</u>	<u>0.00</u>
	<u>Change Orders</u>								
102	CO#1 - Elevator Doors Relocated	8,775.00	8,775.00	0.00	0.00	8,775.00	100	0.00	0.00
		<u>8,775.00</u>	<u>8,775.00</u>	<u>0.00</u>	<u>0.00</u>	<u>8,775.00</u>	<u>100</u>	<u>0.00</u>	<u>0.00</u>
	<b>Totals</b>	<b>1,253,775.00</b>	<b>1,253,775.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,253,775.00</b>	<b>100</b>	<b>0.00</b>	<b>0.00</b>



**TABLE OF ARTICLES**

<b>ARTICLE 1</b>	<b>THE CONTRACT DOCUMENTS</b>
<b>ARTICLE 2</b>	<b>THE WORK</b>
<b>ARTICLE 3</b>	<b>COMMENCEMENT AND COMPLETION</b>
<b>ARTICLE 4</b>	<b>THE SUBCONTRACT AMOUNT</b>
<b>ARTICLE 5</b>	<b>PROGRESS PAYMENTS</b>
<b>ARTICLE 6</b>	<b>FINAL PAYMENT</b>
<b>ARTICLE 7</b>	<b>PAYMENT AND PERFORMANCE BONDS</b>
<b>ARTICLE 8</b>	<b>CHANGES</b>
<b>ARTICLE 9</b>	<b>TEMPORARY FACILITIES AND SERVICES</b>
<b>ARTICLE 10</b>	<b>INSURANCE AND INDEMNITY</b>
<b>ARTICLE 11</b>	<b>SUB-SUBCONTRACTOR'S RESPONSIBILITIES</b>
<b>ARTICLE 12</b>	<b>DELAY/DEFAULT/DEFECTS/TERMINATION]</b>
<b>ARTICLE 13</b>	<b>ARBITRATION</b>
<b>ARTICLE 14</b>	<b>GENERAL</b>

**Rise Residential Construction Lakeview, LLC-Subcontract**  
**Page 2**

**16812 Dallas Parkway**  
**Dallas, Texas 75248**  
**Telephone: (972) 701-5555**  
**Rev. 02/2018**

**Subcontractor Initials** \_\_\_\_\_  
**Sub-Subcontractor Initials** DM

In consideration of the faithful performance of the covenants and agreements herein, to the full satisfaction and acceptance of the General Contractor, the Owner and/or Architect and Subcontractor, Subcontractor agrees to pay or cause to be paid, Sub-Subcontractor, the sum of: \$1,245,000.00, ONE MILLION TWO HUNDRED FORTY FIVE THOUSAND DOLLARS AND NO CENTS.

The Subcontract Amount is broken down into costs for material, labor and related supplies, equipment and services as follows (to be filled in by the Sub-Subcontractor):

Materials, Equipment and Supplies:

Dollars (\$ 622,500).

Labor and Related Services:

Dollars (\$ 622,500).

Limited Sales and Use Tax paid on Materials:

tax exempt

The Subcontractor and Sub-Subcontractor agree as set forth below:

Sub-Subcontractor shall perform its Work in accordance with the construction schedule (EXHIBIT "F") provided by Subcontractor as modified by Subcontractor during the progress of the job.

*Rise Residential Construction Lakeview, LLC-Subcontract*

*Page 3*

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Telephone: (972) 701-5555  
Rev. 02/2018

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Sub-Subcontractor Initials dhm

**ARTICLE 1**  
**THE CONTRACT DOCUMENTS**

1.1 The Contract Documents for this Subcontract consist of this Agreement and any Exhibits attached hereto and/or set forth in Paragraph 14.9 hereinbelow, the Agreement between the General Contractor and Subcontractor, the Conditions of the Contract between the General Contractor and Subcontractor (General, Supplementary, and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of the Agreement between the General Contractor and Subcontractor, and all Modifications issued subsequent thereto. Sub-Subcontractor agrees to be bound to Subcontractor by all of the terms of the Agreement between Subcontractor and General Contractor and by the Contract Documents and to assume toward Subcontractor all of the obligations and the responsibilities that Subcontractor by those instruments assumes toward General Contractor.

1.2 In the event of a conflict between the Contract Documents, the controlling document order defining the work, labor and material of this agreement shall be (1) contract, (2) specifications, (3) scope of work, (4) plans, (5) details, (6) shop drawings / submittals. In the event of a conflict between the Contract Documents, the higher standard or greater requirement, as reasonably determined by Subcontractor, shall control. In the event of a conflict between the prime contract, the subcontract and this sub-subcontract, the sub-subcontract shall prevail.

1.3 All of the above documents are a part of this Subcontract and shall be available for inspection by Sub-Subcontractor upon request.

1.4 The Contract Documents have been completely and fully reviewed by the Sub-Subcontractor including those documents identified in EXHIBIT "A".

**ARTICLE 2**  
**THE WORK**

2.1 The "Work" shall be as set forth in the Contract Documents as identified in Article 1 and is more particularly defined and described in EXHIBIT "B". The work includes all things reasonably inferable from the Contract Documents, and anything and everything necessary or required to completely and satisfactorily perform the Work in accordance with the schedule as defined by the Subcontractor. The Work is not, and shall not be, limited or defined by any organization of any Contract Documents into divisions or parts.

2.2 Sub-Subcontractor shall submit to Subcontractor complete shop drawings, data catalog cuts and samples as required by the Contract Documents, within 14 days after execution of this Subcontract or within the time as required by the submittal schedule, whichever is longer.

**ARTICLE 3**  
**COMMENCEMENT AND COMPLETION**

3.1 Sub-Subcontractor agrees to commence the Work when directed by Subcontractor and to diligently and continuously prosecute such Work, and to coordinate the Work with other work being done on the Project by other trades so that Subcontractor shall not be delayed by any act or omission of Sub-Subcontractor in completion of the Project within the time specified in the Contract Documents. In the absence of a specified time, Work shall be scheduled to allow completion of the Project by Subcontractor's schedule.

3.2 TIME IS OF THE ESSENCE of this Subcontract and any breach of same shall go to the essence thereof, and Sub-Subcontractor, in agreeing to complete the Work within the times and sequences herein mentioned, has taken into consideration and made allowances for all hindrances and delays incident to *Rise Residential Construction Lakeview, LLC-Subcontract*

Page 4

18812 Dallas Parkway  
Dallas, Texas 75248  
Telephone: (972) 701-5555  
Rev. 02/2018

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Sub-Subcontractor Initials 

the Work.

3.3 A project schedule shall be developed by Subcontractor which shall schedule and coordinate the times required for each area of work on this Project. Sub-Subcontractor shall participate and cooperate in scheduling the times and sequences required in Sub-Subcontractor's area of work and hereby agrees to perform such Work in accordance with the schedule, including all amendments thereto. If the Sub-Subcontractor does not cooperate or provide input into the scheduling as requested by Subcontractor, Subcontractor will schedule the Sub-Subcontractor's work as it deems advisable and Sub-Subcontractor shall comply with the Subcontractor's direction as to scheduling. Sub-Subcontractor shall continuously monitor the schedule and advise Subcontractor of the status of Sub-Subcontractor's progress on a regular basis, including information on the status of shop drawings, samples, submittals, and materials or equipment which may be in the course of preparation or manufacture.

3.4 Sub-Subcontractor shall immediately notify Subcontractor of any circumstance which may affect the times and sequences in the schedule, and shall make all requests for extensions of time, in writing, to Subcontractor sufficiently in advance to allow Subcontractor to forward the requests in compliance with the Contract Documents.

3.5 Sub-Subcontractor's Project Superintendent or Foreman shall report to Subcontractor's Project Superintendent prior to commencing any work on the Project and report again after any extended absence from the Project in order to advise Subcontractor's Project Superintendent of the particular phase of Work Sub-Subcontractor is about to perform. During the time Sub-Subcontractor is performing the Work, Daily Work Report forms shall be completed by Sub-Subcontractor and turned in at Subcontractor's Jobsite Office at the end of each work day. Sub-Subcontractor's Superintendent or Foreman shall attend meetings as scheduled by Subcontractor's Project Superintendent for the purpose of scheduling all activities on the Project. Sub-Subcontractor shall also attend all pre-construction and pre-installation meetings as scheduled by Subcontractor.

3.6 The Sub-Subcontractor agrees that it is an independent contractor under this Subcontract. The Sub-Subcontractor is solely responsible for, and has control over, all construction means, methods, techniques, sequences, procedures, and coordination of all portions of Sub-Subcontractor's Work, unless the Subcontractor shall give specific written instructions concerning these matters. Further, the Sub-Subcontractor is fully responsible for, and has control over, all construction means, methods, techniques, sequences, procedures and coordination of Sub-Subcontractor's Work related to the safety of the Sub-Subcontractor's employees and any other persons working in the area of Sub-Subcontractor's Work. Sub-Subcontractor acknowledges that Subcontractor is under no duty to ensure the safety of Sub-Subcontractor's employees, that such duty is Sub-Subcontractor's alone and that Sub-Subcontractor shall take all measures necessary to protect the safety of its employees pursuant to the applicable regulations of the Occupational Safety and Health Act and other safety related laws and/or ordinances, and Sub-Subcontractor shall completely indemnify, save, and hold harmless Subcontractor from any and all safety-related citations, claims, damages, causes of action, and/or penalties arising out of Sub-Subcontractor's failure to discharge its responsibilities as set forth in this paragraph. Sub-Subcontractor further acknowledges that its duties and responsibilities as set forth in this paragraph are in addition to and cumulative of its other responsibilities relating to safety contained in this Subcontract, including, but not limited to, Article 11.2.

3.7 Subcontractor may issue a Notice to Proceed letter to the Sub-Subcontractor, which will indicate the commencement date for Sub-Subcontractor's scope of work. Sub-Subcontractor shall complete said scope of work subject to the terms of this Sub-Subcontract, on or before 06/30/20. If a Notice to Proceed is not issued the commencement date shall be the date of execution of this Agreement. If Sub-Subcontractor is responsible for any delays in the time and sequence of the schedule, Sub-Subcontractor shall pay Subcontractor for all costs and damages suffered by Subcontractor as a result of such delays, including any damages assessed against Subcontractor under the Contract Documents.

*Rise Residential Construction Lakeview, LLC-Subcontract*

*Page 5*

18812 Dallas Parkway  
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Rev. 02/2018

*Subcontractor Initials*

*Sub-Subcontractor Initials*

*JM*

3.8 In the event that Sub-Subcontractor's performance of the Work is delayed or interfered with for any reason and for any period of time, by acts or omissions of General Contractor, Subcontractor, or other subcontractors, Sub-Subcontractor may request an extension of time for performance of the Work, but shall not be entitled to any increase in the Subcontract price or to damages or additional compensation as a consequence of such delays, hindrances, acceleration, obstructions or interference, except to the extent that the Contract Documents entitled Subcontractor to compensation for such delays, and then only to the extent of any amounts that Subcontractor may, on behalf of Sub-Subcontractor, actually receive from General Contractor for such delays.

3.9 Any time Sub-Subcontractor is behind schedule in its Work, Sub-Subcontractor shall, at its own expense, perform any overtime work necessary to bring its Work back on schedule. Subcontractor may, at any other time, direct Sub-Subcontractor to perform additional overtime work; and Subcontractor shall pay any costs above those associated with routine work, including premium time but not additional profit.

#### **ARTICLE 4 THE SUBCONTRACT AMOUNT**

4.1 This Subcontract Amount shall be the total sum paid to Sub-Subcontractor, except as it may be amended by Change Order as hereafter set forth.

4.2 Payment shall be subject to the terms and conditions of this Subcontract.

#### **ARTICLE 5 PROGRESS PAYMENTS**

Subcontractor shall pay Sub-Subcontractor monthly Progress Payments as follows:

5.1 By executing this Sub-Subcontract, Sub-Subcontractor acknowledges receipt of the Statement of Ownership and Funding attached as an **EXHIBIT "V"** hereto and agrees that it satisfies Subcontractor's obligations under Texas Business & Commerce Code §35.521(m) **EXHIBIT "P"**. Sub-Subcontractor acknowledges the contingency that the General Contractor may not pay Subcontractor for work performed by Sub-Subcontractor, and Sub-Subcontractor has agreed and does hereby agree to accept the risk of nonpayment by the Owner or General Contractor, it being specifically understood that payment by the Owner or General Contractor to Subcontractor for Sub-Subcontractor's work, whether for progress payments or final payment, is a condition precedent to Subcontractor's liability to pay Sub-Subcontractor. Sub-Subcontractor agrees that Subcontractor shall have made reasonable efforts to collect any amount owed to Sub-Subcontractor under Texas Business & Commerce Code § 35.521(k)(2)(A) if Subcontractor makes written demand on Owner or General Contractor for payment, timely files an affidavit of mechanic's lien for any unpaid amounts and timely files suit to foreclose on any such lien. Sub-Subcontractor shall provide any notice required under §35.521(c) by certified mail, return receipt requested. Subject to the foregoing, progress payments will be made monthly to Sub-Subcontractor in an amount as defined within this Sub-Subcontract, below.

5.2 Progress Payments will be made to Sub-Subcontractor payable in Dallas, Texas, on or about thirty (30) calendar days following the date of submission, in an amount equal to the current payment due, as defined in the pay application form AIA G702, submitted monthly by the Sub-Subcontractor as approved by Owner. The Subcontractor shall pay the Sub-Subcontractor each Progress Payment on the day specified or within five (5) business days of receipt of payment from the Contractor.

5.3 SUBCONTRACTOR'S PROGRESS PAYMENT TO SUB-SUBCONTRACTOR IS "CONTINGENT" ON THE SUBCONTRACTOR'S RECEIPT OF PAYMENT FROM THE GENERAL CONTRACTOR. IT IS UNDERSTOOD AND AGREED THAT IF THE GENERAL CONTRACTOR DOES NOT PAY SUMS DUE AND OWING UNDER THE SUBCONTRACT FOR ANY REASON,

*Rise Residential Construction Lakeview, LLC-Subcontract*  
Page 6

16812 Dallas Parkway  
Dallas, Texas 75248  
Telephone: (972) 701-5555  
Rev. 02/2018

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SUBCONTRACTOR SHALL NOT BE LIABLE TO SUB-SUBCONTRACTOR FOR UNPAID AMOUNTS DUE. SUB-SUBCONTRACTOR ACKNOWLEDGES THAT IT HAS RECEIVED ALL FINANCING REQUIRED BY § 35.521 TEXAS BUSINESS & COMMERCE CODE (EXHIBIT "P") IS FULLY APPRISED OF THE OWNER'S AND GENERAL CONTRACTOR'S FINANCIAL CIRCUMSTANCES AND ABILITY TO FUND THE CONSTRUCTION WORK AND ACCEPTS ALL RISKS ATTENDANT TO THIS CONDITION PAYMENT CLAUSE.

5.4 Sub-Subcontractor shall, within fourteen (14) days after execution of this Subcontract, and before the first Application for Progress Payments, submit to Subcontractor a Schedule of Values of the various parts of the Work aggregating the total sum of this Subcontract made out in such detail as the Subcontractor or Contract Documents may require, and supported by such evidence as to its correctness as Subcontractor may direct. This schedule of values, when approved by Subcontractor and Architect, shall be used as a basis for Applications for Progress Payments, unless later found to be in error. In applying for each Progress Payment, Sub-Subcontractor shall submit a statement based upon this schedule, and on forms preapproved by Subcontractor or on AIA Documents G702 and G703.

5.5 Sub-Subcontractor shall submit to Subcontractor Applications for Progress Payments complete with sufficient breakdown data to permit checking and approval, and in a form acceptable to Subcontractor, sufficiently in advance to permit Subcontractor to forward the Applications as required by the Contract Documents, but not later than the 12th day of each month. Payments are made from original and/or email copy of draw applications that are signed. Draw applications shall also include a conditional lien waiver and any other documentation as may be required to process the draw. Send all draws to email account: LakeviewSenior@rise-residential.com.

5.6 Payments for materials or equipment not incorporated into the Work but delivered and suitably stored at the site or elsewhere, shall only be made where permitted by, and in accordance with, the terms and conditions of the Contract Documents. In the event of any loss or damage to stored items, any insurance covering loss or damage shall insure and protect Subcontractor's or General Contractor's title and right of possession to such materials.

5.7 The amount of each Progress Payment to Sub-Subcontractor shall not exceed the percentage of completion allowed to Subcontractor by Architect for the Work of Sub-Subcontractor, less the specified retainage. A 10% retainage shall be withheld on all applications for payment submitted to Sub-Subcontractor as required by Owner.

5.8 Sub-Subcontractor shall pay for all materials, equipment, and labor used in or in connection with the performance of this Subcontract through the period covered by previous payments received from Subcontractor, and no Progress Payments shall become due until Sub-Subcontractor has furnished satisfactory evidence to verify compliance with this requirement, including execution of the Affidavit, Release of Lien, and Waiver of Claim attached hereto as EXHIBIT "E." and as required by the Contract Documents.

5.9 Payments otherwise due, either Progress Payments or Final Payment, may be withheld by Subcontractor because of defective work not remedied, claims filed, failure of Sub-Subcontractor to make payments properly to its Sub-Subcontractors or suppliers for materials or labor, or for applicable taxes, fees, and fringe benefits or reasonable doubt that the Subcontract can be completed for the balance of the Subcontract Amount then unpaid, or for any other breach of this Subcontract. If the said causes are not removed, on written notice, Subcontractor may rectify the same at Sub-Subcontractor's expense. Subcontractor may offset any sums due Sub-Subcontractor hereunder the amount of any liquidated or unliquidated obligations of Sub-Subcontractor to Subcontractor. Sub-Subcontractor agrees that all Progress Payments and Final Payment mentioned in this Subcontract Agreement are subject to General Contractor's acceptance of all Work performed by Sub-Subcontractor and Subcontractor's receipt of payment from General Contractor for Sub-Subcontractor's Work and Subcontractor's Work.

*Rise Residential Construction Lakeview, LLC-Subcontract*  
Page 7

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Rev. 02/2018

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Sub-Subcontractor Initials dm

**5.10 General Contractor's reasonable acceptance of Sub-Subcontractor's work is a condition precedent to Subcontractor's obligation to pay Sub-Subcontractor for that work.** Sub-Subcontractor accepts the risk, however, that General Contractor may not pay because of an inability to pay or for reasons that are not related to any failure of performance by Sub-Subcontractor. In such event, Subcontractor agrees to make payment to Sub-Subcontractor within a reasonable time after Subcontractor should have received payment for Sub-Subcontractor's acceptable work. Subcontractor shall not be obligated to make payment for work for which the General Contractor has not paid Subcontractor, if the reason the General Contractor has not paid Subcontractor is related to Sub-Subcontractor's failure to perform its obligations hereunder.

**5.11 No payment to Sub-Subcontractor, either Progress Payments or Final Payment, shall operate as an approval of Sub-Subcontractor's Work or material, or any part thereof.**

**5.12 No payment hereunder shall become due until after Sub-Subcontractor furnishes Subcontractor with Sub-Subcontractor's document numbers for any applicable business licenses or sales tax permits, and until Sub-Subcontractor has fully complied with Articles 7 and 10 of the Subcontract.**

**5.13 Any failure by Subcontractor at any time or from time to time to enforce or require the strict performance of any of the terms or conditions hereof shall not effect or impair Subcontractor's right at any time thereafter to avail itself of the remedies available for the subsequent breach of such terms or conditions. Sub-Subcontractor's rights hereunder are subject to the right of Subcontractor to offset any claims Subcontractor or a company related to Subcontractor has against Sub-Subcontractor, whether or not arising under this Subcontract.**

**5.14 Notwithstanding any provision of this Sub-Subcontract to the contrary, Subcontractor is not obligated to make any payment to Sub-Subcontractor should Sub-Subcontractor fail to perform its obligations under this Sub-Subcontract or otherwise is in default under this Sub-Subcontract or the Subcontract Documents, including one or more of the following conditions:**

- 1. If any part of such payment is attributable to work which is not performed in accordance with the contract documents; provided however, payment will be made for the portions of the work which have been performed in accordance with the Subcontract Documents;**
- 2. Sub-Subcontractor has failed to make payment promptly to any lower tier subcontractor and/or supplier for material or labor used in the work for which Sub-Subcontractor has received payment for. Note that if Subcontractor receives notice from the Sub-Subcontractor's lower tier subcontractor and/or supplier, the Subcontractor reserves the right to pay directly, the Sub-Subcontractor's lower tier subcontractor and/or supplier, from the current draw request submitted, as well as future draw requests, as necessary. Notice to the Sub-Subcontractor will be given in this situation.**
- 3. Sub-Subcontractor has suspended the work authorized by Subcontractor or this Sub-Subcontract;**
- 4. Sub-Subcontractor has filed a voluntary petition for protection and relief or a petition has been filed placing Sub-Subcontractor under the protection of the bankruptcy laws of the United States;**
- 5. Sub-Subcontractor has failed to provide or maintain required insurance and/or bonds;**
- 6. Subcontractor determines, in good faith, that Sub-Subcontractor has breached any other agreement it might have with Subcontractor on any other Project;**
- 7. Subcontractor in good faith determines that an amount it paid to Sub-Subcontractor with respect to an application for payment was greater than the amount to which Sub-Subcontractor was entitled to;**
- 8. Sub-Subcontractor fails to correct safety violations under this agreement.**

**Payments otherwise due, either Progress Payments or Final Payment, may be withheld by Subcontractor on account of defective work not remedied, claims filed, reasonable evidence indicating probability of filing of claims, failure of Sub-Subcontractor to make payments properly to its subcontractors or for Rise Residential Construction Lakeview, LLC-Subcontract**

**Page 8**

**18812 Dallas Parkway  
Dallas, Texas 75248  
Telephone: (972) 701-5555  
Rev. 02/2018**

**Subcontractor Initials \_\_\_\_\_  
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materials or labor, or for applicable taxes, fees and fringe benefits or reasonable doubt that the Sub-Subcontract can be completed for the balance of the Sub-Subcontract Amount then unpaid, or for any other breach of this Sub-Subcontract if the said causes are not removed, on written notice, Subcontractor may rectify same at Sub-Subcontractor's expense. Subcontractor may offset against any sums due Sub-Subcontractor hereunder the amount of any obligations of Sub-Subcontractor to Subcontractor and its related parties, whether or not arising out of this Sub-Subcontract.

5.15 In the event any of the conditions outlined in 5.14 exist, not only is the Subcontractor not obligated to make any payment to Sub-Subcontractor under Sub-Subcontract but may withhold such funds as may be reasonably necessary to protect it from liability or to compensate it for its damages; provided, however, that the exercising of the right of withholding by Subcontractor should not be conclusive with respect to any liability of Sub-Subcontractor to Subcontractor.

#### **ARTICLE 6 FINAL PAYMENT**

Final Payment of the balance of the Subcontract shall be made in Dallas, Texas, as follows:

6.1 Final Payment shall be the unpaid balance of the Subcontract Amount and shall become due when the Work described in this Subcontract is fully completed and performed in accordance with the Subcontract and the Contract Documents and is satisfactory to General Contractor, Owner, Architect, and Subcontractor.

6.2 Sub-Subcontractor's application for Final Payment shall be in the same form specified in Article 5 of this Sub-Subcontract, AIA Form G702, payable in Dallas, Texas.

6.3 Final Payment, constituting the entire unpaid balance of the Subcontract Amount, shall be made by the Subcontractor to the Sub-Subcontractor when: (a) Sub-Subcontractor's Work is approved and accepted by General Contractor, Owner, Architect, and Subcontractor; (b) Sub-Subcontractor delivers to Subcontractor all manuals, "as-built" drawings, guarantees, and warranties for material and equipment furnished by Sub-Subcontractor, or any other documents required by the Contract Documents; (c) Sub-Subcontractor complies with all close-out requirements of the Contract Documents; (d) Sub-Subcontractor furnishes to Subcontractor satisfactory evidence that all labor and material accounts incurred by Sub-Subcontractor in connection with his Work have been paid in full; (e) Sub-Subcontractor furnishes to Subcontractor a complete Affidavit, Release of Lien, and Waiver of Claim in the form attached hereto as **EXHIBIT "F"** and as required by the Contract Documents; (f) Sub-Subcontractor furnishes written consent of the surety of Sub-Subcontractor for final payment if the Sub-Subcontractor is required to be bonded in this Contract; and (g) receipt of Final Payment for Sub-Subcontractor's Work by Subcontractor from Contractor.

6.4 Acceptance of final payment by the Sub-Subcontractor shall constitute a waiver of claims by the Sub-Subcontractor, except those previously made in writing and identified by the Sub-Subcontractor as unsettled at the time of final Application for Payment.

6.6 If any lien remains unsatisfied after final payment, Sub-Subcontractor shall refund to Subcontractor all monies Subcontractor may later be compelled to pay in discharging such lien including all court costs, reasonable attorneys' fees, bond fees, and related expenses.

*Rise Residential Construction Lakeview, LLC-Subcontract*  
Page 9

16812 Dallas Parkway  
Dallas, Texas 75248  
Telephone: (972) 701-5555  
Rev. 02/2018

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**ARTICLE 7**  
**PAYMENT AND PERFORMANCE BONDS**

7.1 Sub-Subcontractor shall provide Payment and Performance Bonds in the full amount of this Subcontract, if required, by Rise Residential Construction Lakeview, LLC. Bonds shall be written with a surety acceptable to the Subcontractor, and such surety must be on the current U.S. Treasury Circular 570 of sureties approved for federal contracts. See attached EXHIBIT "D" for required form.

7.2 The premiums for these Bonds shall be paid by Sub-Subcontractor, and the cost thereof is included in the Subcontract Amount.

7.3 Sub-Subcontractor shall include the cost of any increase in bond premiums in any Change Order Requests submitted to Subcontractor and shall pay the increased premium applicable to an approved Change Order.

**ARTICLE 8**  
**CHANGES**

8.1 The Work to be performed under this Subcontract may only be modified by changes required by General Contractor, Owner, Architect, or Subcontractor; and the Contract Sum as set forth in Article 4 shall be adjusted by written Change Order in accordance with this Subcontract.

8.2 No alterations, increases, or decreases shall be made in the Work as shown or described by the Contract Documents, except on the written order of Subcontractor; and when so made, the value of the Work or materials added or omitted shall be computed and determined by Sub-Subcontractor, subject to the written approval and acceptance by Subcontractor, and the amount so determined shall be added or deducted from the Subcontract Amount. Sub-Subcontractor shall have no claim for additional Work or changed Work unless such Work has been done in pursuance of a written order from Subcontractor. Any extra work performed without such written order will be at Sub-Subcontractor's expense. THE REQUIREMENT OF A WRITTEN CHANGE ORDER, SIGNED BY THE SUBCONTRACTOR AND SUB-SUBCONTRACTOR, AND APPROVED BY CONTRACTOR IF REQUIRED, IS A CONDITION PRECEDENT TO SUB-SUBCONTRACTOR COMMENCING SUCH WORK OR HAVING ANY RIGHT TO PAYMENT FOR ANY EXTRA WORK UNLESS FIRST APPROVED IN WRITING IN ADVANCE BY SUBCONTRACTOR. ALL CLAIMS FOR COMPENSATION NOT MADE IN STRICT ACCORDANCE WITH THIS PARAGRAPH ARE WAIVED AND FORFEITED.

8.3 For changes in the Work that affect the cost of the Work or construction time, Sub-Subcontractor shall notify Subcontractor of the scope of any change in cost or time within three (3) days after receipt of the proposed change and shall submit the actual Change Order Request within five (5) days. See attached EXHIBIT "T" for the required form. Furthermore, if Sub-Subcontractor claims that Subcontractor is requesting it to perform work that Sub-Subcontractor believes is not within the scope of the Subcontract Work and desires to receive additional compensation therefor, Sub-Subcontractor shall give notice of such claim for extra and/or additional work to Subcontractor within three (3) days after Subcontractor's order to perform such work, and Sub-Subcontractor shall not perform such work until an agreement is reached between Subcontractor and Sub-Subcontractor as to whether any additional compensation shall be paid. Claims must be in writing and contain a complete description of the claim and circumstances thereof. In the event of any dispute between Subcontractor and Sub-Subcontractor not justifying the stoppage of work as provided herein, Sub-Subcontractor shall proceed diligently with the performance of the Work and will follow Subcontractor's directives pending dispute resolution. If additional compensation is to be paid, a written change order will be executed pursuant to Article 8.2 above. Sub-Subcontractor's notice of claim shall be in the form of a Change Order Request, as stated in Article 8.4 below.

8.4 The Change Order Request shall consist of the detailed cost estimate outlining the changes in the Work and detailed documentation justifying proposed changes in time. This estimate shall be *Rise Residential Construction Lakeview, LLC-Subcontract*

Page 10

16812 Dallas Parkway  
Dallas, Texas 75248  
Telephone: (972) 701-5555  
Rev. 02/2018

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Sub-Subcontractor Initials 



computed in accordance with accepted estimating procedures and in accordance with terms of the Contract Documents, and the costs for labor and materials shall be at prevailing rates in the Project area.

8.5 Any extensions of time shall only be entitled to the Sub-Subcontractor if the Project's critical path is delayed as (1) the sole result of any act or omission by Owner or General Contractor, (2) by authorized change orders, (3) by unusually bad weather not reasonably anticipated, (4) other Acts of God. EXTENSION OF TIME SHALL BE SUB-SUBCONTRACTOR'S SOLE REMEDY FOR DELAY INEFFICIENCIES OR LOSS OF PRODUCTIVITY INCURRED AS A RESULT OF DELAY OR SCHEDULE AMEMNDMENTS UNLESS SAID DELAY IS CAUSED BY THE INTENTIONAL INTERFERENCE OF GENERAL CONTRACTOR OR SUBCONTRACTOR AND IN THAT EVENT ONLY FOR DAMAGE INCURRED FOLLOWING WRITTEN NOTICE OF SUCH CLAIM.

8.5 If General Contractor, Owner, Architect, or Subcontractor disputes the validity or amount of a Change Order Request submitted by Sub-Subcontractor but instructs Sub-Subcontractor to proceed with the Work pending resolution of the dispute, Sub-Subcontractor shall promptly commence such disputed Work and expeditiously complete it.

**ARTICLE 9  
TEMPORARY FACILITIES AND SERVICES**

9.1 Sub-Subcontractor shall be responsible for unloading and hoisting all of its materials, supplies, tools, and equipment in order to ensure the timely completion of Sub-Subcontractor's Work.

**ARTICLE 10  
INSURANCE AND INDEMNITY**

10.1 Subcontractor shall not be liable for any loss or casualty incurred or caused by Sub-Subcontractor. Sub-Subcontractor shall maintain full and complete insurance on the Work until final acceptance of the Project. Sub-Subcontractor assumes all risk of loss for all of its Work regardless whether Sub-Subcontractor had previously been paid for the Work, and shall restore or repair any of Sub-Subcontractor's Work or material caused or resulting from casualties, harm, or risks not insured under any standard casualty or builder's risk policy which might be provided by Subcontractor.

10.2 As a further part of Sub-Subcontractor's overall obligation to protect others and hold Subcontractor harmless from all liabilities, Sub-Subcontractor shall obtain, before commencement, and maintain until final acceptance of the Project, full insurance coverage as may be specified in this Agreement or any contract or document incorporated herein, and in amounts not less than those so specified. All insurance shall be procured at Sub-Subcontractor's expense and shall have Contractor and Subcontractor listed as a named insured. All insurance shall be maintained in the form, coverages and limits and with a company satisfactory to Subcontractor and having a Best's rating to A+. All certificates of insurance must be filed with Subcontractor five (5) days prior to scheduled commencement of the Work. See attached EXHIBIT "C" for a sample of the certificate of insurance requirement. In no case, however, shall Sub-Subcontractor procure and maintain less than the following insurance coverages:

(1) Workmen's Compensation including Occupational Disease, and Employer's Liability Insurance will be furnished by the Sub-Subcontractor. Sub-Subcontractor will promptly submit information to Subcontractor prior to start of work on site.

(2) Comprehensive General Liability Insurance including Subcontractor's Protective Liability, Contractual Liability Insurance, and Completed Operations Coverage with minimum limits of:

Commercial General Liability  
\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate (per project)

*Rise Residential Construction Lakeview, LLC-Subcontract*  
Page 11

16812 Dallas Parkway  
Dallas, Texas 75248  
Telephone: (972) 701-5555  
Rev. 02/2018

Subcontractor Initials \_\_\_\_\_  
Sub-Subcontractor Initials dm

\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal and Advertising Injury

Any exceptions to the coverage limits stated herein must be approved in advance in writing by an officer of Subcontractor.

(3) Other insurance, as may be required by law, any contract document or contractor at any time, including but not limited to Comprehensive Automobile Liability Insurance with a minimum limit of \$1,000,000, Comprehensive Excess Indemnity Coverage with limits of \$2,000,000.00 and coverages for Explosion, Hazardous Material, Collapse or Underground.

(4) All of the above required policies shall provide that Subcontractor be named as Additional Insured, furnish with a Waiver of Subrogation and thirty (30) day written Notice of Cancellation. All coverage afforded by such policies is primary and non-contributory to any other insurance coverage, self-insurance program or deductible otherwise available to Subcontractor or Contractor.

(5) Sub-Subcontractor shall submit all claims under its insurance policies immediately to its insurance carriers. Sub-Subcontractor shall simultaneously copy Subcontractor with any claim the Subcontractor submits to its carriers.

(6) Sub-Subcontractor shall submit all claims under Subcontractor's Builder's Risk Insurance immediately to Subcontractor. SUB-SUBCONTRACTOR UNDERSTAND THAT ANY DELAY IN FILING ITS CLAIMS WILL INVALIDATE ITS COVERAGE.

(7) Subcontractor as Trustee shall have the power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five (5) days after occurrence of loss to the exercise of this power, and if such objection is made, the parties shall enter into dispute resolution under the procedures provided herein.

10.3 Sub-Subcontractor shall assume absolute responsibility for requiring the same insurance from its Sub-Subcontractors and suppliers. No policy will permit cancellation without thirty (30) days prior written notice of cancellation to Subcontractor. Failure of Sub-Subcontractor to maintain complete insurance may be deemed a material breach by Subcontractor allowing Subcontractor to terminate this Agreement, or to provide insurance at Sub-Subcontractor's sole expense; in neither case, however, shall Sub-Subcontractor's liability under this Agreement be lessened.

10.4 To the fullest extent permitted by law, Sub-Subcontractor is liable for and will defend, indemnify, hold harmless and reimburse Subcontractor, its surety, General Contractor, Owner, Architect (any other design professionals retained by either General Contractor, Owner or Architect), their representatives and employees, officers, agents, invitees and licensees of the same (collectively "Indemnitees"), against:

(a) all claims arising out of any breach of this Subcontract by the Sub-Subcontractor, or a breach of any agreement relating to the Work or any Work done by any of its Sub-Subcontractors, or any negligent act, gross negligence, error or omission by Sub-Subcontractor or any of its Sub-Subcontractors, or any patent or copyright infringement arising out of the performance of this Subcontract by Sub-Subcontractor or any of its Sub-Subcontractors;

(b) all liabilities, claims, losses, demands, causes of action, including, but not limited to, legal fees, consultant/expert fees and court/arbitration costs, which may be asserted

*Rise Residential Construction Lakeview, LLC-Subcontract*

Page 12

16812 Dallas Parkway  
Dallas, Texas 75248  
Telephone: (972) 701-5555  
Rev. 02/2018

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Sub-Subcontractor Initials 

against Subcontractor by Contractor or any third party resulting from, or arising out of, or occurring in connection with the failure of Sub-Subcontractor, or any of Sub-Subcontractor's suppliers or lower-tier subcontractors, to perform all work required within the scope of this Subcontract in strict accordance with the Contract Documents.

(c) all liabilities, claims and demands for personal or bodily injury (including death) or property damage (real, personal, tangible or intangible) to any of the Work of Sub-Subcontractor or any other work or property of any other party, including injury or death to Sub-Subcontractor's employees, together with any resulting costs, legal fees and expert/consulting fees, arising out of or caused by any act or omission of the Sub-Subcontractor or any of its Sub-Subcontractors, their agents or employees;

(d) all liens, or claims of rights to enforce liens, against the Project and all claims against Subcontractor or its surety arising out of any work performed or to be performed or labor, services or materials furnished or to be furnished under this Subcontract by any Sub-Subcontractor or any of its subcontractors;

(e) all costs, damages, expenses and liabilities Indemnitees may sustain by reason of the failure of Sub-Subcontractor to indemnify any of the Indemnitees as required herein and elsewhere in the Subcontract; and

(f) all other costs, damages, expenses and liabilities (including all resulting costs, legal fees and expert/consultant fees) for which Subcontractor is liable to Contractor under its Agreement, or to any third party who may be affected by construction of the Project on account of or in any way related to Sub-Subcontractor's Work.

**10.4.1 THE ABOVE REFERENCED DEFENSE AND INDEMNIFICATION OBLIGATION SHALL APPLY EVEN THOUGH THE MATTER IS THE RESULT OF THE CONCURRENT NEGLIGENCE OF ANY OR ALL OF THE INDEMNITEES (INCLUDING OTHER SUB-SUBCONTRACTORS OF SUBCONTRACTOR) TO THE EXTENT (A) THE CLAIM INVOLVES BODILY INJURY OR DEATH OF AN EMPLOYEE OF SUB-SUBCONTRACTOR, ITS AGENTS OR ANY OF ITS SUB-SUBCONTRACTORS OF ANY TIER OR (B) APPLICABLE LAW ALLOWS DEFENSE AND INDEMNITY FOR CONCURRENT NEGLIGENCE OF THE INDEMNITEES FOR OTHER CLAIMS FOR DAMAGES OR INJURY TO PERSONS OR PROPERTY IN ADDITION TO THOSE SET FORTH IN SUBPART (A) ABOVE. Sub-Subcontractor is not assuming liability for any loss or damage caused solely by Subcontractor. Subcontractor has a right to withhold from any payments due or to become due Sub-Subcontractor an amount which is reasonable to protect Subcontractor from any claims or lawsuits subject to this paragraph. The indemnification obligation under this provision is not limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Sub-Subcontractor or any lower tier subcontractor under applicable Workmen's Compensation Acts, Disability Benefits Acts nor by any requirement for insurance under this Sub-Subcontract. Sub-Subcontractor shall maintain insurance with respect to this indemnification obligation and shall name Subcontractor as additional insured. Neither final payment nor acceptance of the work shall constitute a waiver of the foregoing indemnity provision. The Indemnities agreed to herein are to be construed in accordance with applicable law, including Chapter 151 of the Texas Insurance Code. If any one or more portion is adjudged invalid such judgement shall not affect or invalidate any other provision of the subcontract or provision.**

**10.4.2 Subcontractor has a right to withhold from any payments due or to become due Sub-Subcontractor an amount which, in Subcontractor's opinion is reasonable to protect Subcontractor from any claims or lawsuits subject to this indemnification paragraph. These rights are in addition to Subcontractor's other legal and equitable rights.**

**Rise Residential Construction Lakeview, LLC-Subcontract**

**Page 13**

**16512 Dallas Parkway  
Dallas, Texas 75248  
Telephone: (972) 701-5555  
Rev. 02/2018**

**Subcontractor Initials** \_\_\_\_\_  
**Sub-Subcontractor Initials** \_\_\_\_\_





10.4.3 The indemnification obligation under this provision and this Subcontract, or any other indemnification obligation under any other subparagraph of this Subcontract, are not limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Sub-Subcontractor, or any of its Sub-Subcontractors, under applicable Worker's or Workmen's Compensation Acts, Disability Benefit Acts, Employee Benefit Acts nor by any requirement for insurance, or the furnishing of insurance by Sub-Subcontractor or any of its Sub-Subcontractors, under this Subcontract. Sub-Subcontractor shall, however, maintain insurance with respect to this Indemnification obligation and shall, in addition, name Subcontractor as an additional insured which coverage for Subcontractor, as an additional insured, shall not be affected by the enforceability or applicability of the above-referenced Indemnity obligation.

10.4.4 Neither final payment by Subcontractor nor acceptance of the Work performed by Sub-Subcontractor shall constitute a waiver of the foregoing indemnities; and, notwithstanding any other provision contained in this Subcontract, the provisions of this article shall survive the termination of the Subcontract for any reason whatsoever.

10.4.5 The above-referenced defense and indemnification obligations shall not require Sub-Subcontractor to defend and indemnify Architect or other design professionals (or their representatives, employees, agents, invitees and licensees) against claims arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, unless required by the agreement between Contractor and Subcontractor.

10.4.6 The indemnities agreed to by Sub-Subcontractor herein expressly include all costs of litigation, attorneys' fees, expert/consultant fees, settlement costs, and reasonable expenses in connection with the litigation or arbitration whether or not the claims made for loss, injury, damage or property damage are valid or groundless, and regardless of whether the defense of Subcontractor is maintained by Subcontractor or assumed by Sub-Subcontractor. Sub-Subcontractor's duty to defend Indemnitees is as follows:

(a) Indemnitees shall have the right to select counsel of their own choosing to defend them and such selection shall not lessen or otherwise limit Sub-Subcontractor's obligations hereunder. Subcontractor at its sole discretion and at its sole option may defend any or all of the indemnified claims or tender to Sub-Subcontractor the defense of any or all of the indemnified claims. Upon such tender by Subcontractor to Sub-Subcontractor, Sub-Subcontractor shall be bound and obligated to assume the defense of Subcontractor in the indemnified claims, including the settlement negotiations, and shall pay, liquidate, discharge, and satisfy any and all settlements, judgments, awards or expenses resulting from or arising out of the indemnified claims without reimbursement from Subcontractor.

(b) It is understood and agreed by Sub-Subcontractor that if Subcontractor tenders the defense of an indemnified claim to Sub-Subcontractor and Sub-Subcontractor fails or neglects to assume the defense thereof, Subcontractor may compromise and settle or defend any such suit or action, and Sub-Subcontractor shall be bound and obligated to reimburse Subcontractor for the amount expended by it in settling or compromising any such claim, or in the amount expended by Subcontractor in paying any judgment rendered therein, together with all reasonable attorneys' fees and cost of litigation incurred by Subcontractor by reason of its defense, settlement or compromise of such indemnified claims.

10.4.7 The indemnities agreed to herein are to be construed in compliance with the applicable law, including Chapter 151 of the *Texas Insurance Code*. If any one or more sections, clauses, sentences, or parts of this Subcontract shall for any reason be questioned and adjudged invalid,

**Rise Residential Construction Lakeview, LLC-Subcontract**  
Page 14

16812 Dallas Parkway  
Dallas, Texas 75248  
Telephone: (972) 701-5555  
Rev. 02/2018

Subcontractor Initials \_\_\_\_\_  
Sub-Subcontractor Initials 

such judgment shall not affect, impair, or invalidate the remaining provisions of Subcontract, but shall be confined in its operations to the specific provisions so held invalid, and inapplicability or invalidity of any such section, clause, provision or part shall not be taken to affect or prejudice in any way the remaining part or parts of this Subcontract.

**ARTICLE 11**  
**SUB-SUBCONTRACTOR'S RESPONSIBILITIES**

In addition to the other obligations required by this Subcontract and the Contract Documents, Sub-Subcontractor shall perform the following:

11.1 The Sub-Subcontractor shall take necessary precautions to properly protect the Work of other Sub-Subcontractors from damage caused by operations under this Subcontract. The Sub-Subcontractor shall cooperate with the Subcontractor, other Sub-Subcontractors, and the Contractor's own forces whose Work might interfere with the Sub-Subcontractor's Work. The Sub-Subcontractor shall participate in the preparation of coordinated drawings in areas of congestion, specifically noting and advising the Subcontractor of potential conflicts between the Work of the Sub-Subcontractor and that of the Subcontractor, other Sub-Subcontractors, or the Contractor's own forces.

11.2 Sub-Subcontractor shall take all reasonable safety precautions with respect to its Work, shall comply with all safety measures initiated by Subcontractor, including compliance with Subcontractor's Safety Policies, and with all applicable laws, ordinances, rules, regulations, and orders of any public authority for the safety of persons in accordance with the requirements of the Contract Documents. Sub-Subcontractor shall report immediately to Subcontractor any injury to any of Sub-Subcontractor's employees at the site. Sub-Subcontractor agrees to comply with Rise Residential Construction Lakeview, LLC Safety Rules as herewith attached EXHIBIT "G." Sub-Subcontractor agrees that the Subcontractor may, at its sole discretion, either backcharge or withhold from any payments due to the Sub-Subcontractor under the terms of this contract the total amount of all OSHA fines levied against the Subcontractor that are a result of the Sub-Subcontractor's failure to comply with OSHA standards.

11.3 Prior to the commencement of work, Sub-Subcontractor shall designate an employee to be responsible for compliance with all Federal, State, and Local Safety and Health Regulations. Such safety representative must be fluent in the necessary language to communicate effectively with Subcontractor's personnel and must be onsite at all times when Sub-Subcontractor is performing work. Unless the Sub-Subcontractor designates otherwise, the responsible employee shall be the Sub-Subcontractor's job site superintendent. The Sub-Subcontractor's jobsite safety representative will be required to attend all Contractor safety meetings.

11.4 The Sub-Subcontractor shall conduct safety meetings with its employees and agents prior to and throughout the construction of the Project (at least as often as weekly). Sub-Subcontractor shall maintain minutes of all safety meetings.

11.5 Subcontractor has the right, but not the duty, except as required by law, to inspect and direct correction of Sub-Subcontractor's work to comply with safety, health and environmental standards. Sub-Subcontractor acknowledges that Subcontractor's right to inspect shall not relieve Sub-Subcontractor of its obligations nor to properly inspect: nothing herein shall submit Subcontractor to any obligation to determine proper compliance by Sub-Subcontractor. Sub-Subcontractor shall stop or correct any part of the work, which Subcontractor deems unsafe or otherwise improper. If Sub-Subcontractor neglects to take corrective measures Subcontractor may do so at the cost and expense of Sub-Subcontractor or, its option. Subcontractor may withhold progress payments until Sub-Subcontractor corrects any safety violations. Failure on the part of Subcontractor to stop performance of the work in violation of legal or safety requirements shall in no way relieve Sub-Subcontractor of its sole responsibility therefore. Sub-Subcontractor shall be liable to Subcontractor for any additional costs which Subcontractor incurs as result of Sub-Subcontractor's failure to operate safely, including fines. Sub-Subcontractor agrees to

16812 Dallas Parkway  
Dallas, Texas 75248  
Telephone: (972) 701-5555  
Rev. 02/2018

Page 15

Subcontractor Initials \_\_\_\_\_  
Sub-Subcontractor Initials dm

indemnify, defend and hold harmless Subcontractor from any and liability damage's, fines, costs and comply with all safety standards, laws, and environmental regulations applicable to the work.

11.6 Sub-Subcontractor agrees to maintain and provide to Subcontractor a copy of its written Health and Safety program and written Hazard Communication Program for the project. (attach copy to contract) OSHA has a communication Standard 1926.69 which will be aggressively enforced by Subcontractor.

11.7 The jobsite must be maintained as a drug and alcohol-free work place. Sub-Subcontractor shall endure said policy among its employees, its own Sub-subcontractors and their employees for the duration of this Sub-Subcontract.

11.8 Sub-Subcontractor shall not subcontract, assign, or transfer this Subcontract or any part thereof or amounts due hereunder without written consent of Subcontractor.

11.9 The Sub-Subcontractor warrants to the General Contractor, Owner, Architect, and Subcontractor that materials and equipment furnished under this Subcontract will be of good quality and new unless otherwise required or permitted by the Subcontract Documents, that the Work of this Subcontract will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Subcontract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Sub-Subcontractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Sub-Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The Sub-Subcontractor warrants its work for a period of one year from the date of final completion of the Project, or for such longer period as may be specified in the Contract Documents relating to the time period for Subcontractor's warranty to the Contractor. In the event that the Contract Documents specify a longer warranty period, the longer time period shall control the period of Sub-Subcontractor's warranty. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Subcontract Documents.

11.10 The Sub-Subcontractor further warrants to the Owner, General Contractor, and Subcontractor a one-year warranty coverage on all workmanship, labor, services and material provided from date of substantial completion and Owner acceptance as determined by the Owner, General Contractor, and Subcontractor. Owner, General Contractor, and Subcontractor acknowledge the one-year warranty does not include normal wear and tear or repair and replacement of materials which have been abused, neglected or not maintained in accordance with the manufacturers recommended maintenance procedures. The Sub-Subcontractor shall provide written notice of such one-year warranty coverage in writing at the completion of the Sub-Subcontractor's work and before final payment is released

11.11 Sub-Subcontractor shall give all notices and comply with all codes, laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Work under this Subcontract. Sub-Subcontractor shall secure and pay all permits, fees, and licenses necessary for the execution of the Work and shall pay all local, state, and federal taxes in connection with the Work, and agrees that all costs thereof are included in the Subcontract Amount. When required by Subcontractor, Sub-Subcontractor will furnish satisfactory evidence showing that all such payments have been made. Sub-Subcontractor shall promptly review all Contract Documents and report in writing to Subcontractor any variance to such codes, laws, ordinances, rules and regulations. If Sub-Subcontractor performs any work knowing it to be contrary to such codes, laws, ordinances, rules and regulations, and without giving such notice to Subcontractor, Sub-Subcontractor shall assume full responsibility therefore, and shall bear all costs and damages attributable thereto.

11.12 If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by Sub-Subcontractor or anyone directly or indirectly employed by Sub-Subcontractor, the Sub-Subcontractor shall, prior to harmful exposure of any employees on the site to  
*Rise Residential Construction Lakeview, LLC-Subcontract*

Page 16

16612 Dallas Parkway  
Dallas, Texas 75248  
Telephone: (972) 701-5555  
Rev. 02/2018

Subcontractor Initials \_\_\_\_\_  
Sub-Subcontractor Initials *JM*

such substance, give written notice of the chemical composition thereof to the Subcontractor in sufficient detail and time to permit compliance with such laws by the Subcontractor, other Sub-Subcontractors, and other employers on the site. In the event the Sub-Subcontractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Sub-Subcontractor shall immediately stop the Work in the area affected and report the condition to the Subcontractor in writing. The Work in the affected area shall resume in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Subcontractor and Sub-Subcontractor, or by arbitration as provided in this Agreement. The Sub-Subcontractor shall not be required to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

11.13 Sub-Subcontractor shall comply with all federal, state, and local tax laws, social security acts, unemployment compensation acts, and worker's compensation acts, insofar as applicable to the performance of this Subcontract, and shall comply with all procedures, rules, and regulations with regard to nondiscrimination issued or to be issued by any local, state, or federal government or agency, including the Equal Employment Opportunity Commission, insofar as they may apply to the Work.

11.14 Sub-Subcontractor shall furnish and pay for, at its own expense, all labor, material, equipment, taxes, permits, and license fees, labor fringe benefits, insurance, and bond premiums and all other things and costs required to completely perform the Work in accordance with this Subcontract. Should Sub-Subcontractor fail to furnish Subcontractor with satisfactory evidence, the Subcontractor will hold all monies and/or reserve the right to issue joint checks to Sub-Subcontractor and creditors for any past due balance over thirty days. Sub-Subcontractor and creditors after receipt of a joint check shall issue a release of lien for payment received. No agreement by Subcontractor to issue joint checks shall be construed to bond Subcontractor to Sub-Subcontractor's creditors in the event of a breach by Sub-Subcontractor or termination of the Sub-Subcontractor. If Sub-Subcontractor refuses to sign joint check; Subcontractor shall reserve the right to make payment directly to Sub-Subcontractor's creditors to avoid a mechanic lien claim on the Project and deduct the amount of payment made to creditors from payments due to Sub-Subcontractor. The reservation of this right to make direct payments shall constitute no obligation on the part of Subcontractor to do so.

11.15 Sub-Subcontractor will save and keep the Project, and the lands upon which it is situated, free from all mechanic's liens and all other liens by reason of the Work or any labor, materials, or other things used therein. If Sub-Subcontractor fails to remove any lien by bonding it or otherwise, Subcontractor may retain sufficient funds, out of any money due or thereafter to become due by Subcontractor to Sub-Subcontractor, to pay the same and all costs incurred by reason thereof, and may pay or bond said lien or liens and may pay any costs out of any funds at any time in the hands of Subcontractor owing to Sub-Subcontractor; nothing herein shall prevent Sub-Subcontractor from filing its own lien if otherwise entitled to do so.

11.16 Sub-Subcontractor will clean-up and haul away all debris each day occasioned by the Work done hereunder and will at all times keep the Project and premises clean. Any trash, debris, or liquid that poses a possible threat of fire or safety shall be removed from the premises immediately. If after twenty-four (24) hours' notice by Subcontractor to Sub-Subcontractor, Sub-Subcontractor has not diligently proceeded with the clean-up as outlined in this paragraph, then Subcontractor has the right to proceed with the clean-up work at Sub-Subcontractor's cost and expense.

11.17 Sub-Subcontractor shall cooperate with Subcontractor and other Sub-Subcontractors whose work might interfere with Sub-Subcontractor's Work and shall participate in the preparation of coordination of drawings in areas of congestion, specifically noting and advising Subcontractor of any such interference.

11.18 All of Sub-Subcontractor's workmanship, materials, submissions, and samples shall be subject to the approval of General Contractor, Owner, Architect, and Subcontractor.

**Rise Residential Construction Lakeview, LLC-Subcontract**

**Page 17**

**16812 Dallas Parkway  
Dallas, Texas 75248  
Telephone: (972) 701-5555  
Rev. 02/2018**

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**Sub-Subcontractor Initials** 



**ARTICLE 12**  
**DELAY/DEFAULT/DEFECTS/TERMINATION**

12.1 If Subcontractor declares that Sub-Subcontractor is delaying the Work or is behind schedule, Subcontractor may notify Sub-Subcontractor in writing or otherwise, and Sub-Subcontractor shall, within 24 hours thereafter, commence to furnish whatever materials are required by Subcontractor, employ additional workers, as required by Subcontractor, and/or work additional or overtime hours, as required by Subcontractor so as to diligently cure each delay and timely complete the Work. If Sub-Subcontractor shall fail to comply with said requirement, Subcontractor shall have the right at any time thereafter to furnish said materials and/or employ said additional workers, and/or work said overtime hours, and charge all expenses thereof against Sub-Subcontractor and deduct same from the Subcontract Sum. Should the amount or balance due on said Subcontract be insufficient to cover this deduction or any other offset or deduction provided hereunder or due Subcontractor at law or in equity, Subcontractor may collect said deficiency by legal process or employ any other remedy available to Subcontractor. 12.2. The Subcontractor may terminate this Sub-Subcontract if the Sub-Subcontractor fails or neglects to carry out the work in accordance with the Subcontract Documents including (1) fails or neglects to make payment to sub-subcontractors, laborers or material men for materials or labor; (2) discusses his financial, contract or working relationship with anyone other than their attorney, grounds for immediate termination has been established, (3) actually or constructively abandons or puts Subcontractor on actual or constructive notice that it intends to abandon the project; (4) is guilty of substantial breach of any provisions of the contract documents; (5) fails or neglects to provide the insurance coverage and certificates required by this Subcontract; (6) and fails within a seventy-two hour period after receipt of written notice to commence and continue correction of such default or neglect with diligence and promptness, the Subcontractor may, by written notice to the Sub-Subcontractor and without prejudice to any other remedy the Subcontractor may have, terminate the Sub-Subcontract and finish the Sub-Subcontractor's Work by whatever method the Subcontractor may deem expedient. If the unpaid balance of the Sub-Subcontract Sum exceeds the expense of finishing the Sub-Subcontractor's Work and other damages incurred by the Subcontractor and not expressly waived, such excess shall be paid to the Sub-Subcontractor. If such expense and damages exceed such unpaid balance, the Sub-Subcontractor shall pay the difference to the Subcontractor

12.3 Sub-Subcontractor shall promptly, and no later than 72 hours after receiving written notice from Subcontractor, commence to correct to Subcontractor's satisfaction, any defects in materials and/or workmanship. If Sub-Subcontractor fails or refuses to proceed with and complete the correction of the rejected Work timely, Subcontractor has the right to have the defects remedied and to charge all expenses incurred in same to Sub-Subcontractor, as provided in Article 12.1 above, or terminate the Subcontract with Sub-Subcontractor immediately or as otherwise provided in any written notice.

12.4 Subcontractor may order Sub-Subcontractor at any time and/or from time to time, at and for its convenience, to stop work on the Project by notifying Sub-Subcontractor in writing of same. Sub-Subcontractor shall stop work immediately upon receipt of said notice or as directed therein.

12.5 If Sub-Subcontractor fails to begin, continue and/or complete the Work timely, whether or not Subcontractor should suffer or allow Sub-Subcontractor more time than required under this Subcontract, then, in that event, Sub-Subcontractor hereby agrees to indemnify and hold Subcontractor harmless from any loss, damage or liquidated damages, resulting therefrom which Subcontractor may suffer or be compelled to cure under its Contract with the Contractor.

12.6 Should Sub-Subcontractor be responsible, in whole or in part, for delaying the work of Subcontractor or other Sub-Subcontractors, then, and in such event, Subcontractor shall be entitled to any damages for such delay so caused by Sub-Subcontractor.

12.7 In the event of termination of this Subcontract for any reason, Subcontractor may, in whole or in part, (1) take over Sub-Subcontractor's work in progress, whether or not delivered to or installed at the job

16812 Dallas Parkway  
Dallas, Texas 75248  
Telephone: (972) 701-5555  
Rev. 02/2018

Page 18

Subcontractor Initials \_\_\_\_\_  
Sub-Subcontractor Initials

site, (2) use Sub-Subcontractor's tools and equipment, whether owned, leased, or rented, without liability for damage or wear and tear, except as provided below, (3) use Sub-Subcontractor's materials, scaffoldings, storage facilities, personnel, purchase and supply contracts, labor contracts, sub-subcontracts and all other assets of Sub-Subcontractor, to complete the Work assigned to Sub-Subcontractor hereunder and otherwise satisfy Sub-Subcontractor's obligations hereunder. Should Subcontractor exercise any of these rights, after applying all offsets, credits and payments, Subcontractor shall be liable to Sub-Subcontractor only for the actual value at wholesale of the items consumed or rented, the actual costs of necessary repairs on returned items and the rental value of rented or leased items, at the lesser of actual rental costs or published tables covering such items' rental value, and then only to the extent actually theretofore paid for by Sub-Subcontractor. Subcontractor's liability to pay Sub-Subcontractor hereunder shall be discharged as provided elsewhere in this Subcontract.

12.8 Subcontractor shall not be liable to Sub-Subcontractor for any delay to Sub-Subcontractor's Work resulting from the act, negligence, or default of the General Contractor, Owner or the Architect, or by reason of fire or other casualty, or on account of riots, strikes or other combined action of the workmen or others, or on account of any acts of God or any other cause beyond Subcontractor's control, or on account of any circumstances caused or contributed to by Sub-Subcontractor.

12.9 All remedies granted Subcontractor herein are in addition to, and not in lieu of, those available to Subcontractor, at law or in equity. To the extent the Subcontractor's offsets, credits, payments, damages, and attorneys' fees and costs exceed any balance due Sub-Subcontractor, Sub-Subcontractor shall immediately upon demand pay such difference to Subcontractor.

12.10 Subcontractor may at any time, within seven (7) days' notice to Sub-Subcontractor and its sureties, terminate the agreement for the convenience of Subcontractor for any reason and without any default under the agreement. In the event of such a termination for convenience and notwithstanding any other provision of the agreement to the contrary, provided the Sub-Subcontractor is not in default, the Sub-Subcontractor shall receive as its entire and sole compensation its actual necessary and reasonable costs of performing the work to the date of termination, as determined by an audit of the Sub-Subcontractor's records, plus a reasonable mark-up for overhead and profit as to such work only, but in no event shall such amounts due hereunder exceed the total subcontract amount. Sub-Subcontractor shall make its records available at reasonable times and places for Subcontractor's audit. The Sub-Subcontractor shall not be entitled to a claim for lost profit or any other damage pertaining to work not yet performed to the date of termination. In the event any termination of the Sub-Subcontractor for default under this paragraph later be determined to have been improper, the termination shall automatically be deemed a termination for convenience, and the Sub-Subcontractor shall be limited in its recovery strictly to the compensation provided for in this subsection. In case of such termination for the Subcontractor's convenience, the Sub-Subcontractor shall:

- .1 Immediately take all necessary steps to cease operations as directed by the Subcontractor in the notice;
- .2 take actions necessary, or that the Subcontractor may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Sub-subcontracts and purchase orders and enter into no further Sub-subcontracts and purchase orders;
- .4 be entitled to receive payment for Work in place provided substantiating information accompanied their request;
- .5 have all monies withheld until a final evaluation of work in place by Subcontractor and Architect of record.
- .6 be backcharged 2.0% of determined value of work in place and work paid for warranty work. The Sub-Subcontractor may sell his warranty obligation to an approved subcontractor at that time all monies held for warranty issue can be released.

**Rise Residential Construction Lakeview, LLC-Subcontract**

**Page 19**

**16812 Dallas Parkway  
Dallas, Texas 75248  
Telephone: (972) 701-5555  
Rev. 02/2018**

**Subcontractor Initials** \_\_\_\_\_  
**Sub-Subcontractor Initials** 

12.11 Subcontractor may withhold amounts otherwise due under this Subcontract or any other contractual arrangement between the parties to cover Subcontractor's reasonable estimate of any costs or liability Subcontractor has incurred or may incur for which Sub-Subcontractor may be responsible hereunder. Appropriate adjustments to withholdings shall be made when the exact amounts owed hereunder are determined.

12.12 Notwithstanding the provisions set forth above or herein, in the event of the termination of this Sub-Subcontract, the warranties and obligations of Sub-Subcontractor set forth in the Sub-Subcontract as to the work performed by Sub-Subcontractor, in no manner shall be altered, limited, or extinguished as a result of such termination.

### **ARTICLE 13** **ARBITRATION**

13.1 Any controversy or claim between the Subcontractor and the Sub-Subcontractor arising out of or related to this Subcontract, or the breach thereof, shall be settled by arbitration held in Dallas County, Texas. The parties agree that the Federal Arbitration Act applies to this Agreement. As a result of this agreement to arbitrate, both Subcontractor and Sub-Subcontractor are releasing any rights to a jury trial or bench trial on all of their claims. The arbitration shall be conducted as provided herein in accordance with the Construction Industry Rules of Arbitration of the American Arbitration Association unless the parties mutually agree otherwise, or unless the General Subcontractor specifically provides otherwise. If provisions of the General Contract control, a decision by the Architect shall not be a condition precedent to arbitration. The arbitration shall be conducted before one (1) individual arbitrator ("Arbitrator"). The Arbitrator shall have the authority to award any relief available in a court of law. In the event Subcontractor or Sub-Subcontractor elects to file a lawsuit to invalidate this Agreement, that party shall by all reasonable attorneys' fees and any other costs incurred by the party resisting any such acts.

13.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

13.3 The prevailing party in any arbitration or cause of action brought hereunder, pursuant hereto or in connection herewith, shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, expenses, and costs of the arbitration incurred by the prevailing party notwithstanding anything to the contrary in the General Contract.

13.4 This Article 12 shall not be deemed a limitation of rights or remedies which the Sub-Subcontractor may have under federal law, under state mechanics' lien laws, or under applicable labor or material payment bonds, unless such rights or remedies are expressly waived by the Sub-Subcontractor.

### **ARTICLE 14** **GENERAL**

14.1 This Subcontract and the other Contract Documents shall be read so as to complement one another. However, in the event of an irreconcilable conflict in the terms thereof, the provisions of this Subcontract shall have precedence over the terms of the other Contract Documents, unless the terms of the other Contract Documents impose a stricter requirement on Sub-Subcontractor. In the event that other Contract Documents do impose a stricter requirement, such stricter requirements shall control and be binding on Sub-Subcontractor.

14.2 For settlement of jurisdictional disputes, decisions or interpretations of the National Labor Relations Board will be immediately accepted and complied with by both Subcontractor and Sub-Subcontractor.

*Rise Residential Construction Lakeview, LLC-Subcontract*

Page 20

16812 Dallas Parkway  
Dallas, Texas 75248  
Telephone: (972) 701-5555  
Rev. 02/2018

Subcontractor Initials \_\_\_\_\_  
Sub-Subcontractor Initials



14.3 This Subcontract is subject to the approval of General Contractor and Owner.

14.4 This Subcontract shall be interpreted under the laws of the state of Texas. Furthermore, the venue for any arbitration proceeding or litigation between the parties to this agreement shall be in Dallas County, Texas.

14.5 The captions, titles, and paragraph headings used in this Subcontract are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of this Subcontract or any paragraph, article, or provision therein.

14.6 This Subcontract contains the entire agreement between the parties. Any executory agreement hereafter made shall be ineffective to change, modify, or discharge it in whole or in part, unless such executory agreement is in writing and signed by both an officer of Subcontractor and Sub-Subcontractor. All negotiations and agreements prior to the date of this Subcontract not included herein are hereby voided.

14.7 If reasonably requested by Subcontractor, Sub-Subcontractor shall provide invoices and/or cost information to Subcontractor so that Subcontractor may provide cost back-up to the General Contractor.

14.8 Sub-Subcontractor shall remove any personnel reasonably deemed by the Owner, General Contractor, or Subcontractor to be incompetent, careless, unqualified, or otherwise unsatisfactory to the Owner, General Contractor, or Subcontractor.

14.9 This Subcontract contains the following Exhibits:

- Exhibit A - The Contract Documents
- Exhibit B - Scope of Work
- Exhibit C - Form of Insurance Certificate
- Exhibit D - Payment and Performance Bond Forms
- Exhibit E - Progress Payment - Conditional and Unconditional Waivers
- Exhibit F - Final Payment - Conditional and Unconditional Waivers
- Exhibit G - Rise Residential Job Safety Requirement Plan
- Exhibit H - AIA G702 and G703 forms
- Exhibit I - Construction Schedule
- Exhibit J - Drawings, specifications, and details
- Exhibit K - W-9 Form
- Exhibit L - List of Major Sub-Subcontractors & Suppliers
- Exhibit M - Sub-Subcontractor Contract List
- Exhibit N - Subcontractor Contact List
- Exhibit O - Hazard Communication Program
- Exhibit P - Texas Business and Commerce Code/Statement of Ownership and Funding
- Exhibit Q - Warranty Letter
- Exhibit R - Schedule of Values
- Exhibit S - Tax Exemption Certificate
- Exhibit T - Change Order Request form
- Exhibit U - Submittals
- Exhibit V - Statement of Ownership and Funding
- Exhibit W - Kickback Policy
- Exhibit X - Joint Check Agreement

**Rise Residential Construction Lakeview, LLC-Subcontract**

**Page 21**

**16812 Dallas Parkway  
Dallas, Texas 75248  
Telephone: (972) 701-5555  
Rev. 02/2018**

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IN WITNESS WHEREOF, the parties have executed this Subcontract as being effective on the date herein first above written.

**SUBCONTRACTOR**  
Rise Residential Construction Lakeview, LLC

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: Melissa Fisher

Date: 5/31/19

**SUB-SUBCONTRACTOR**  
Associated Rock Concepts

By: 

Name: Ashley Marcum

Title: President

Print Name: Ashley Marcum

Date: 5-28-19

State Contractor License No.:

\_\_\_\_\_

State Contractor License No.:

\_\_\_\_\_

# **EXHIBIT "A"**

## **CONTRACT DOCUMENTS LISTING**

<b>Exhibit "A"</b>	<b>The Contract Documents</b>
<b>Exhibit "B"</b>	<b>Scope of Work</b>
<b>Exhibit "C"</b>	<b>Form of Insurance Certificate</b>
<b>Exhibit "D"</b>	<b>Payment and Performance Bond</b>
<b>Exhibit "E"</b>	<b>Progress Payment – Conditional &amp; Unconditional Waivers</b>
<b>Exhibit "F"</b>	<b>Final Payment – Conditional &amp; Unconditional Waivers</b>
<b>Exhibit "G"</b>	<b>Rise Residential Job Safety Requirements / Rules</b>
<b>Exhibit "H"</b>	<b>AIA G702 and G703 Form</b>
<b>Exhibit "I"</b>	<b>Construction Schedule</b>
<b>Exhibit "J"</b>	<b>Drawing Log and Specification Index</b>
<b>Exhibit "K"</b>	<b>W-9 Form</b>
<b>Exhibit "L"</b>	<b>List of Major Subcontractors &amp; Suppliers</b>
<b>Exhibit "M"</b>	<b>Subcontractor Contact List</b>
<b>Exhibit "N"</b>	<b>General Contractor Contact Sheet</b>
<b>Exhibit "O"</b>	<b>Hazard Communication Program</b>
<b>Exhibit "P"</b>	<b>Texas Business and Commerce Code</b>
<b>Exhibit "Q"</b>	<b>Warranty Letter Example</b>
<b>Exhibit "R"</b>	<b>Schedule of Values</b>
<b>Exhibit "S"</b>	<b>Tax Exemption Certificate</b>
<b>Exhibit "T"</b>	<b>Change Order</b>
<b>Exhibit "U"</b>	<b>Submittals</b>
<b>Exhibit "V"</b>	<b>Statement of Ownership and Funding</b>
<b>Exhibit "W"</b>	<b>No Kick Back Policy</b>
<b>Exhibit "X"</b>	<b>Joint Check Information</b>

# EXHIBIT "B" SCOPE OF WORK

LSL



INITIALS

# Scope of Work

## Drywall

Code 09-000040

This Sub-Subcontractor shall furnish all labor, materials, tools, equipment, fees, licenses, permits, inspections, maintenance bonds, insurance and supervision to complete their work per the contract drawings, specifications, and per the requirements of the local and county building codes with the exception of the materials provided by the Subcontractor.

This scope includes a prompt execution of the turn-key Drywall Installation as indicated on all Contract Drawings and Specifications as per the attached List of Drawings and List of Specifications for the project a Lakeview Senior Living, Rowlett Texas 75088

### A. GENERAL

1. This Sub-subcontract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, both written and oral. The Contract may be amended or modified only by a change order.
2. The Sub-Subcontractor shall provide any and all licenses, permits, (if not covered by general building permits), inspections, applications required by local building authorities for the Sub-Subcontractor to complete their respective work.
3. Supply & Distribution of materials required for this scope of work are included by the Sub-Subcontractor.
4. Clean-up of trash and debris generated by this Sub-Subcontractor's work will be disposed of in RRC's furnished dumpster in a timely basis so as not to interfere with other trades work.
5. All necessary materials, equipment, labor, etc. required by this Sub-Subcontractor to complete his/her work is included by this Sub-Subcontractor.
6. Protection of stored materials is included by this Sub-Subcontractor. This protection includes plastic, tarps, dunnage, fencing or trailers needed to keep all stored materials safe and out of weather damage.
7. Construction trailer and storage space is limited and approval of RRC's Project Manager and/or Superintendent is needed prior to placing any such trailers or storage.
8. Daily reports shall be filled out daily and given to the Superintendent no later than 10:00 am the following day. Form to be used can be obtained from the Superintendent. All employees must sign in and out on a daily basis – No exceptions.
9. This Sub-Subcontractor is responsible for compliance with all code requirements of governing agencies having jurisdiction over this project. This includes any future code requirements that may be added until this project is complete.
10. Extreme care shall be used to avoid damage to site and excessive repairs will be back charged to the Sub-Subcontractor.
11. The Sub-Subcontractor shall inspect the facility prior to the start of work. At this time bring to the Subcontractor's Job Superintendent's attention any unacceptable conditions that may alter the successful completion of the scope of work as specified. The Sub-

## **Scope of Work**

### ***Drywall***

***Code 09-000040***

Subcontractor acknowledges that by starting his work, he is accepting all work in place and his failure to have followed the procedures set forth above shall result in him bearing the cost of any repair or replacement of his installation as is required, in the event that it is determined that a problem exists with either his or other related Sub-subcontractor's installations.

12. The Sub-Subcontractor shall follow a similar procedure with regard to notifying the Subcontractor's Job Superintendent of any conflicts in the plans and specifications. The Sub-Subcontractor acknowledges that by starting his work, he is accepting the plans and details as correct and his installation shall be in accordance with them.
13. The Sub-Subcontractor acknowledges that this is a lump sum contract and includes but is not limited to all work shown on the plans. He also agrees that the price shown in this contract shall remain in effect throughout the duration of the job. Any changes, deletions, or additions to this contract must be in writing from the Subcontractor and/or General Contractor before work is performed.
14. All work is to be completed in accordance with all national, state, local codes and ADA regardless of any errors and/or omissions that may occur in the contract documents at no additional cost to the Owner and will comply with current plans and specifications.
15. Sub-Subcontractor to comply with all OSHA regulations including Hazcom/HazMat Program.
16. Sub-Subcontractor to comply with all EPA regulations and guidelines.
17. Sub-Subcontractor will attend mandatory on-site meetings as scheduled by the Job Superintendent, while Sub-Subcontractor is working on-site.
18. All non-company vehicles must be parked on location provided by the job Superintendent. This will be enforced through completion of the project.
19. Sub-Subcontractor will coordinate with RRC Superintendent and/or Project Manager on the Project for scheduling of all work required.
20. Sub-Subcontractor will repair a reasonable amount of damage done by other trades. Cost for this work will be evaluated by the Subcontractor and Sub-Subcontractor to an agreed upon amount and responsible party for that cost.
21. Sub-Subcontractor is responsible for hauling and legally disposing of any rubbish off site and maintain clean streets adjacent to the site during the execution of the work described in this agreement.
22. Sub-Subcontractor shall request from the City or Authority having Jurisdiction for all inspections required for their work.



**Scope of Work**  
**Drywall**  
**Code 09-000040**

23. The draw schedule is to be quantified by agreed areas or sections.
24. Sub-Subcontractor is required to protect and maintain all erosion control measures and tree protection installed by Subcontractor. Any damage to those items by the Sub-Subcontractor or their employees then the repair is required to be completed by this Sub-Subcontractor or the Subcontractor will have them repaired and back charge Sub-Subcontractor.
25. Provide all required shoring and bracing per local code and OSHA Standards.
26. After the initial layout of the engineering stakes, the physical and financial responsibility for maintaining stakes shall be by Sub-Subcontractor.
27. No deviation from material specified will be allowed without written approval from Subcontractor.
28. Pump water as required in order to maintain job progress and schedule.
29. Streets are to be cleaned regularly by Sub-Subcontractor as directed by RISE Project Manager and/or City if problem is caused by Sub-Subcontractor or their Suppliers.
30. Sub-Subcontractor shall provide Subcontractor with an "as-built" marked set of plans at the completion of his scope of work.
31. Coordination of the work of this Sub-Subcontract with the work to be performed by all other Sub-Subcontractors and any City work force as coordinated by RISE Project Manager.
32. Sub-Subcontractor shall provide approved inspection certificates on each phase of his work and agrees that compensation for draws or contract amounts will be withheld until these certificates have been provided.
33. The Sub-Subcontractor agrees to work overtime and weekends at no additional cost to the Subcontractor in order to maintain the project schedule.

**B: SCOPE DRYWALL**

1. Sub-Subcontractor shall install drywall according to the manufacturer's instructions and installation shall meet all requirements of local codes and regulations and be in accordance with the Gypsum Association "Recommended Specifications for the Application and Finishing of Gypsum Board".
2. Sub-Subcontractor shall provide and install:



# Scope of Work

## Drywall

Code 09-000040

- a. The Drywall Sub-Subcontractor shall install sheetrock as specified at walls and ceilings throughout including balconies and breezeways.
  - b. Jointing System: The jointing system shall include reinforcing tape and compound designed as a system to be used together and shall be only as recommended by the manufacturer of the wallboard used.
  - c. Wall Texture Finish: medium knock down texture finish on walls & ceilings.
  - d. Drywall, tape, bed and texture on walls & ceilings of the units, club, and any ancillary buildings.
  - e. All necessary furr-down, upper and lower ceilings, required for fire sprinkler installation and as scheduled by project superintendent. This includes repairs to wall penetration that were made by other trades to complete their scope of work.
  - f. Protection of all other trades and finished materials during the work
  - g. Water-resistant gypsum board or Dens ~~glass~~ installed at all areas as shown on plans. Installation in accordance with manufacturer's instruction for a ~~waterproof~~ installation. Bottom edge of wallboard at lip of tub must be separated from tub by 1/4" gap.
  - h. Metal corner bead is to be used around all outside corners, applicable openings, including kitchen "pass-thru" and shall be crimped and nailed in place.
  - i. Includes all fire walls with applicable, approved drywall type, including attic walls, ceilings and demising walls.
3. All other materials, not specifically described but required for a complete and operable installation of the work shall be new and of high quality of their respective kinds. Materials selected by the Sub-Subcontractor will be acceptable to the Subcontractor.
  4. Sub-Subcontractor to provide a qualified supervisor to be on the job at all times during drywall delivery, installation and finishing. This includes punch out and sufficient manpower to maintain the job progress schedule.
  5. Cleanup: At the completion of each segment of installation in a room or area, Sub-Subcontractor shall promptly pick up and place in dumpster (supplied by the Subcontractor) all scraps, debris and surplus materials. Scrape all joint compound from the floor and electrical boxes. Sub-Subcontractor shall leave all working areas broom clean, breezeways & patios are to be power washed as necessary to remover joint compound. Scraping is included.
  6. Sub-Subcontractor is responsible for all touch-ups and minor repairs and will provide as many fulltime patch persons as needed on the job, at all times of finish out, as scheduled by the Project Manager. ~~Sub-Subcontractor will provide up to 5 patches per unit and any repairs beyond 5 patches will be at a cost of \$38.00 a unit.~~
  7. The Drywall Sub-Subcontractor shall inspect the surface of all framing to which he shall apply his installation prior to the start of his work. At that time he shall bring to the attention of the Subcontractor's Job Superintendent any unacceptable conditions or

## Scope of Work

*Drywall*

*Code 09-000040*

workmanship; e.g.: missing studs, bent studs, etc. The Subcontractor shall have any such items corrected and then the Drywall Sub-Subcontractor shall perform his work. The Drywall Sub-Subcontractor acknowledges that by starting shall result in him bearing the cost of any repair or replacement of his installation as is required, in the event that it is determined that a problem exists with either his or other related Sub-Subcontractor's installations.

- NO MITL WORK DUE TO SPRINKLER'S*
8. ~~This Sub-Subcontractor shall include a reasonable amount of draft stop repair due to penetration by other Sub-Subcontractors. Also, any taping required for inspections.~~
  9. Finished work to be free of noticeable defects which include joint ridging starved joints, board edges damaged or out of place, joint blisters, nail pops, pinholes in joint treatment or any other noticeable defects. Finished work true to line, perfectly smooth and ready for painting or wall covering. Any rough surfaces are to be sanded appropriately by this Sub-Subcontractor if unacceptable to receive finishing treatment.
- JM*

**EXHIBIT "C"**  
**CERTIFICATE OF INSURANCE**

LSL

  
INITIALS



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/14/2019

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).

<b>PRODUCER</b> MHBHT, a Marsh & McLennan Agency, LLC company 8144 Walnut Hill Lane, 16th Fl Dallas TX 75231	<b>CONTACT NAME:</b> Cathy Becker <b>PHONE (A/C, No, Ext):</b> 972-770-1680 <b>E-MAIL ADDRESS:</b> cathy_becker@mhbht.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> ASSOCROC Associated Rock Concepts, Inc. 14475 Old Denton Road, Suite 300 Roanoke TX 76262	<b>INSURER A:</b> FCCI Insurance Company	<b>NAIC #</b> 10178
	<b>INSURER B:</b> Texas Mutual Insurance Company	<b>NAIC #</b> 22945
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 1297761731      **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.

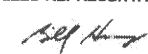
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		GL100035267	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CA100020331	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$		UMB100020332	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N / A	0001298869	12/31/2018	12/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Additional Insured form #CGL 121 edition 04/13 applies to the General Liability policy.  
 Waiver of subrogation form #CGL 088 edition 01/15 applies to the General Liability policy.  
 Primary & Non-Contributory General Liability form #CG 20 01 edition 04/13.

Additional Insured form #CAU 042 edition 01/15 applies to the Automobile Liability policy.  
 Waiver of subrogation form #CA 04 44 edition 10/13 applies to the Automobile Liability policy.

Waiver of subrogation form #WC420304B applies to the Workers Compensation policy.  
 See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

TX Lakeview Seniors, LP 16812 Dallas Parkway Dallas TX 75248	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**ADDITIONAL REMARKS SCHEDULE**

AGENCY MHB T, a Marsh & McLennan Agency, LLC company		NAMED INSURED Associated Rock Concepts, Inc. 14475 Old Denton Road, Suite 300 Roanoke TX 76262	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Notice of Cancellation form #IL 060 edition 07/13 applies to the General Liability policy.  
 Notice of Cancellation form #L 060 edition 07/13 applies to the Automobile Liability policy.  
 Notice of Cancellation form #WC42 06 01 applies to the Workers Compensation policy.

The General Liability policy includes a blanket additional insured endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy contains an endorsement with "Primary and NonContributory" wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The General Liability policy contains a blanket waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Automobile Liability policy contains language that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Automobile liability policy includes waiver of subrogation wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Worker's Compensation policy includes a waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The General Liability, Automobile Liability, and Worker's Compensation policies includes a blanket notice of cancellation to the certificate holder endorsement, providing for (30) days' advance written notice if the policy is canceled by the company, or 10 days' written notice before the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation to the certificate holder if the named insured requests cancellation.

PROJECT: Lakeview Senior Living Apts.  
 7420 Lakeview Parkway, Rowlett, TX 75088

Certificate Holder includes: The "Owner" TX Lakeview Seniors, LP and the "Contractor" Rise Residential Construction and its affiliated construction company

**EXHIBIT "D"**  
**PAYMENT AND PERFORMANCE BONDS**

LSL

  
INITIALS



**EXHIBIT "E"**  
**PROGRESS PAYMENT**  
**CONDITIONAL AND**  
**UNCONDITIONAL WAIVERS**

**EMAIL COLORED COPY SIGNED AND NOTARIZED IN BLUE INK ALONG WITH PAY APPLICATION TO**  
**[LAKEVIEWSENIOR@RISE-RESIDENTIAL.COM](mailto:LAKEVIEWSENIOR@RISE-RESIDENTIAL.COM)**

**OR**

**MAIL TO:**  
**RISE RESIDENTIAL**  
**16812 DALLAS PARKWAY**  
**DALLAS, TEXAS 75248**

LSL

  
INITIALS

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Insert

On receipt by the signer of this document of a check from \_\_\_\_\_ (General Contractor) in the sum of \$\_\_\_\_\_ payable to \_\_\_\_\_ (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank of which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of \_\_\_\_\_ (Owner) located at \_\_\_\_\_ (location, county, state) to the following extent: \_\_\_\_\_ (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to \_\_\_\_\_ (property). (General Contractor) \_\_\_\_\_ as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above-referenced project in regard to the attached statement(s) or progress payment request(s).

Date: \_\_\_\_\_  
\_\_\_\_\_ (Company Name)

By: \_\_\_\_\_  
\_\_\_\_\_ (Title)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ (name of officer), \_\_\_\_\_ (title), \_\_\_\_\_ (name of company) a \_\_\_\_\_ (state of incorporation) corporation, on behalf of said company.

(Seal)

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

Sign before Payment

LSL

  
INITIALS

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Insert

The signer of this document has been paid and has received a progress payment in the sum of \$\_\_\_\_\_ for all labor, services, equipment, or materials furnished to the property or to \_\_\_\_\_ (person with whom signer contracted) on the property of \_\_\_\_\_ (Owner) located at \_\_\_\_\_ (location) to the following extent: \_\_\_\_\_ (Job description). The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any statute related to claim or payment rights for persons in the signer's position that the signer has on the above-referenced project to the following extent:

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to \_\_\_\_\_ (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above-referenced project in regard to the attached statement(s) or progress payment request(s).

Date: \_\_\_\_\_

\_\_\_\_\_ (Company Name)

By: \_\_\_\_\_

\_\_\_\_\_ (Title)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ (name of officer), \_\_\_\_\_ (title), \_\_\_\_\_ (name of company) a \_\_\_\_\_ (state of Incorporation) corporation, on behalf of said company.

(Seal)

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. IT IS PROHIBITED FOR A PERSON TO REQUIRE YOU TO SIGN THIS DOCUMENT IF YOU HAVE NOT BEEN PAID THE PAYMENT AMOUNT SET FORTH BELOW. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

**EXHIBIT "F"**  
**FINAL PAYMENT – CONDITIONAL AND  
UNCONDITIONAL WAIVERS**

**EMAIL COLORED COPY SIGNED AND NOTARIZED IN BLUE INK ALONG WITH PAY APPLICATION TO  
[LAKEVIEWSENIOR@RISE-RESIDENTIAL.COM](mailto:LAKEVIEWSENIOR@RISE-RESIDENTIAL.COM)**

**OR**

**MAIL TO:  
RISE RESIDENTIAL  
16812 DALLAS PARKWAY  
DALLAS, TEXAS 75248**

LSL

  
INITIALS

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: Insert

On receipt by the signer of this document of a check from \_\_\_\_\_ (maker of check) in the sum of \$\_\_\_\_\_ payable to \_\_\_\_\_ (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of \_\_\_\_\_ (Owner) located at \_\_\_\_\_ (location) to the following extent: \_\_\_\_\_ (Job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to \_\_\_\_\_ (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above-referenced project up to the date of this waiver and release.

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
\_\_\_\_\_  
(Title)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ (name of officer), \_\_\_\_\_ (title), \_\_\_\_\_ (name of company) a \_\_\_\_\_ (state of incorporation) corporation, on behalf of said company.

(Seal)

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

Sign before Payment

LSL

  
INITIALS

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: Insert

The signer of this document has been paid in full for all labor, services, equipment, or materials furnished to \_\_\_\_\_ (person with whom signer contracted) and \_\_\_\_\_ (Owner) on the \_\_\_\_\_ located at \_\_\_\_\_ (property) and herein described as:

The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above-referenced project up to the date of this waiver and release.

Date: \_\_\_\_\_

\_\_\_\_\_ (Company Name)

By: \_\_\_\_\_

\_\_\_\_\_ (Title)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ (name of officer), \_\_\_\_\_ (title), \_\_\_\_\_ (name of company) a \_\_\_\_\_ (state of incorporation) corporation, on behalf of said company.

(Seal)

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

Sign before Payment

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. IT IS PROHIBITED FOR A PERSON TO REQUIRE YOU TO SIGN THIS DOCUMENT IF YOU HAVE NOT BEEN PAID THE PAYMENT AMOUNT SET FORTH BELOW. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.



**EXHIBIT "G"**  
**RISE RESIDENTIAL CONSTRUCTION**  
**JOB SAFETY REQUIREMENTS**

LSL

  
INITIALS



**RISE RESIDENTIAL CONSTRUCTION  
MINIMUM SAFETY RULES**

1. All employees must wear proper clothing. Proper clothing includes a shirt that covers the torso with 4" sleeves, long work pants that cover the top of the boot and hard soled work boots at least ankle high. NO tank tops, athletic shoes or soft soled shoes are permitted.
2. Hard hats are required to be worn at all times.
3. Safety glasses, hearing protection, gloves and other personal protective equipment must be worn when required to protect from hazard exposure.
4. Obey all warning signs such as: "Keep Out," "No Smoking," "Flammable," and "Eye Protection Required."
5. All electrical tools, cords .... Etc. must be in a safe working order.
6. Workers are required to use fall protection whenever there is a fall exposure.
7. All scaffolding must meet OSHA requirements.
8. All ladders on jobsite must be in good condition, appropriate for work being performed and secured at all times.
9. Hot work, welding and cutting operations must be conducted in a manner to prevent a fire. A fire extinguisher as required by OSHA must be kept in the immediate vicinity during these operations.
10. All machinery / equipment must be equipped with a back-up alarm, seat belt, parking brake and roll over protection. All forklift operators must provide "RISE" with a copy of their safety training certificate. Qualified operators only, no riders allowed.
11. All hazardous material (diesel fuel, gas, paint etc.) must be properly used and stored in accordance with OSHA guidelines. All fuel tanks onsite must be properly labeled, contained and must have an adequate fire extinguisher available nearby.
12. Each Subcontractor is responsible for keeping their work area(s) clean on a daily basis.
13. Any worker caught tampering with or willfully removing any safety devices (handrails, signs .... etc) will be removed from the project site.
14. NO drugs, alcohol, weapons, fighting (physical and/or verbal), horseplay allowed on the project site.
15. All visitors related to Subcontractors must check in at the "RISE" field office before entering the work area.
16. Each Subcontractor must have a designated OSHA defined "Competent Person" on site at all times.
17. "RISE" Safety Program will be available for review by all Subcontractors. If you have any questions regarding "RISE" Safety Program, contact the Superintendent and/or the Project Manager

**THESE ARE RISE MINIMUM SAFETY RULES. THIS IS NOT A COMPLETE LIST OF ALL SAFETY RULES. ALL OTHER APPLICABLE LAWS, RULES AND REGULATIONS MUST BE OBSERVED AND FOLLOWED.**

LSL

Handwritten initials in blue ink, appearing to be "JDM", with the word "INITIALS" printed in a small, black, sans-serif font directly below them.

**EXHIBIT "H"**  
**AIA G702 & G703**  
**APPLICATION FOR PAYMENT**

**EMAIL COLORED COPY SIGNED AND NOTARIZED IN BLUE INK ALONG WITH PAY APPLICATION TO**  
**[LAKEVIEWSENIOR@RISE-RESIDENTIAL.COM](mailto:LAKEVIEWSENIOR@RISE-RESIDENTIAL.COM)**

**OR**

**MAIL TO:**  
**RISE RESIDENTIAL**  
**16812 DALLAS PARKWAY**  
**DALLAS, TEXAS 75248**

LSL

  
INITIALS

**CONTRACTOR'S APPLICATION AND CERTIFICATE FOR PAYMENT** **AIA FORM G702**

TO (CONTRACTOR): PROJECT: APPLICATION NUMBER: PERIOD FROM: PERIOD TO:  
 SUBCONTRACTOR: VMA ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT		
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Change Order approved in previous payoffs by Owner	0.00	0.00
Demo Approval		
<b>TOTAL</b>	<b>0.00</b>	<b>0.00</b>
Net amount by Change Order	0.00	0.00

The undersigned Contractor certifies that 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 retained from the Owner, and that correct payment amounts have been made.

CONTRACTOR:

By \_\_\_\_\_ Date \_\_\_\_\_

1. ORIGINAL CONTRACT DATE \_\_\_\_\_
  2. Not changed by Change Orders \_\_\_\_\_
  3. CONTRACT SIZE TO DATE \_\_\_\_\_
  4. TOTAL COMPLETED & STORED TO DATE \_\_\_\_\_
  5. RETAINAGE: \_\_\_\_\_
  6. TOTAL EXTENDED LEASE RETAINAGE (Line 4 Less Line 6 Times) \_\_\_\_\_
  7. LEASE PAYMENTS COUNTERPAID FOR PAYMENT (Line 6 less prior Certificates) \_\_\_\_\_
  8. CURRENT PAYMENT DUE (Line 6 Less Line 7 Times) \_\_\_\_\_
  9. BALANCE TO RECEIVE, PLUS RETAINAGE (Line 5 less Line 8) \_\_\_\_\_
- Sent at: \_\_\_\_\_ Times County of: \_\_\_\_\_ State of: \_\_\_\_\_
- Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_
- Notary Public: \_\_\_\_\_
- My Commission expires: \_\_\_\_\_

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, I have examined the Contractor's Application for Payment and the supporting documents submitted, and find that the Contractor has completed the Work for which the amount certified is payable to the Contractor 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 that correct payment amounts have been made.

AMOUNT CERTIFIED: \$0.00

By \_\_\_\_\_ Date \_\_\_\_\_  
 This Certificate is not responsible. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Invoices, proposals and assignments of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

LSL  
 INITIALS



**EXHIBIT "I"**  
**CONSTRUCTION SCHEDULE**

BI	Year Month	Decision	Removal Cost	Expenditure	Op 1, 2019	Op 2, 2019	Op 3, 2019	Op 4, 2019	Op 5, 2019	Op 6, 2019	Op 7, 2019	Op 8, 2019	Op 9, 2019	Op 10, 2019	Op 11, 2019	Op 12, 2019
1	2019-01-01	Initial Construction	10000000	10000000	10000000											
2	2019-02-01	Initial Construction	10000000	10000000												
3	2019-03-01	Initial Construction	10000000	10000000												
4	2019-04-01	Initial Construction	10000000	10000000												
5	2019-05-01	Initial Construction	10000000	10000000												
6	2019-06-01	Initial Construction	10000000	10000000												
7	2019-07-01	Initial Construction	10000000	10000000												
8	2019-08-01	Initial Construction	10000000	10000000												
9	2019-09-01	Initial Construction	10000000	10000000												
10	2019-10-01	Initial Construction	10000000	10000000												
11	2019-11-01	Initial Construction	10000000	10000000												
12	2019-12-01	Initial Construction	10000000	10000000												



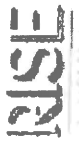


**EXHIBIT "J"**  
**DRAWING LOG**  
**AND**  
**SPECIFICATION INDEX**

LSL



INITIALS



Parent/Child 17 11 01 - Current Drawings

Job #	Description	Quantity	Unit Price	Total Price	Parent/Child
001 095 A-1	Cover Sheet 17 11 01	0	13,000.0000	0.00	Architectural Parent/Child 17 11 01 (13,000.00)
002 095 A-2	Site Plan 17 11 01	0	13,000.0000	0.00	Architectural Parent/Child 17 11 01 (13,000.00)
003 095 A-2.1	Site Enclosure 17 11 01	0	21,000.0000	0.00	Architectural Parent/Child 17 11 01 (21,000.00)
004 095 A-2.2	Wall Construction Details 17 11 01	0	13,000.0000	0.00	Architectural Parent/Child 17 11 01 (13,000.00)
005 095 A-3	Project Information 17 11 01	0	21,000.0000	0.00	Architectural Parent/Child 17 11 01 (21,000.00)
006 095 A-3.1	Title of Drawings 17 11 01	0	13,000.0000	0.00	Architectural Parent/Child 17 11 01 (13,000.00)
007 095 A-3.2	Index of Drawings 17 11 01	0	13,000.0000	0.00	Architectural Parent/Child 17 11 01 (13,000.00)
008 095 A-4	PM Design Sheet 17 11 01	0	13,000.0000	0.00	Architectural Parent/Child 17 11 01 (13,000.00)
009 095 A-5	01 Design Sheet 17 11 01	0	21,000.0000	0.00	Architectural Parent/Child 17 11 01 (21,000.00)
010 095 A-5	01 Design Sheet 17 11 01	0	21,000.0000	0.00	Architectural Parent/Child 17 11 01 (21,000.00)
011 095 A-7	01 Access Sheet 17 11 01	0	13,000.0000	0.00	Architectural Parent/Child 17 11 01 (13,000.00)
012 095 A-9	010 Design Sheet 17 11 01	0	21,000.0000	0.00	Architectural Parent/Child 17 11 01 (21,000.00)
013 095 A-10	010 Design Sheet 17 11 01	0	21,000.0000	0.00	Architectural Parent/Child 17 11 01 (21,000.00)
014 095 A-11	010 Design Sheet 17 11 01	0	13,000.0000	0.00	Architectural Parent/Child 17 11 01 (13,000.00)
015 095 A-12	010 Design Sheet 17 11 01	0	13,000.0000	0.00	Architectural Parent/Child 17 11 01 (13,000.00)
016 095 A-13	010 Design Sheet 17 11 01	0	13,000.0000	0.00	Architectural Parent/Child 17 11 01 (13,000.00)
017 095 A-14	010 Design Sheet 17 11 01	0	13,000.0000	0.00	Architectural Parent/Child 17 11 01 (13,000.00)
018 095 A-15	010 Design Sheet 17 11 01	0	13,000.0000	0.00	Architectural Parent/Child 17 11 01 (13,000.00)
019 095 A-16	010 Design Sheet 17 11 01	0	13,000.0000	0.00	Architectural Parent/Child 17 11 01 (13,000.00)
020 095 A-17	010 Design Sheet 17 11 01	0	13,000.0000	0.00	Architectural Parent/Child 17 11 01 (13,000.00)
021 095 A-17.1	010 Design Sheet 17 11 01	0	13,000.0000	0.00	Architectural Parent/Child 17 11 01 (13,000.00)
021 095 A-17.2	010 Design Sheet 17 11 01	0	13,000.0000	0.00	Architectural Parent/Child 17 11 01 (13,000.00)

*LSL*  
INITIALS





Code	Description	Quantity	Unit	Material	Rate	Amount	Notes
048 DS A-21.3	Wdg Door 17 11 01	0		Architectural Permit 17 11 01	11,000.00	0.00	
049 DS A-21.4	Wdg Door 17 11 01	0		Architectural Permit 17 11 01	11,000.00	0.00	
049 DS A-21.5	Wdg Door 17 11 01	0		Architectural Permit 17 11 01	11,000.00	0.00	
050 DS A-22	Flushing Out 17 11 01	0		Architectural Permit 17 11 01	11,000.00	0.00	
051 DS A-23	Window Flashing Out 17 11 01	0		Architectural Permit 17 11 01	11,000.00	0.00	
052 DS A-24	Wall Scaffolds 17 11 01	0		Architectural Permit 17 11 01	11,000.00	0.00	
053 DS A-25	Wall Brackets 17 11 01	0		Architectural Permit 17 11 01	11,000.00	0.00	
054 DS A-26	Wall Brackets 17 11 01	0		Architectural Permit 17 11 01	11,000.00	0.00	
055 DS A-27	Wall Brackets 17 11 01	0		Architectural Permit 17 11 01	11,000.00	0.00	
056 DS A-28.1	Wall Brackets 17 11 01	0		Architectural Permit 17 11 01	11,000.00	0.00	
057 DS A-28.2	Wall Brackets 17 11 01	0		Architectural Permit 17 11 01	11,000.00	0.00	
058 DS A-27	Wall Brackets 17 11 01	0		Architectural Permit 17 11 01	11,000.00	0.00	
059 DS A-28	Wall Brackets 17 11 01	0		Architectural Permit 17 11 01	11,000.00	0.00	
060 DS A-29	Wall Brackets 17 11 01	0		Architectural Permit 17 11 01	11,000.00	0.00	
061 DS A-30	Wall Brackets 17 11 01	0		Architectural Permit 17 11 01	11,000.00	0.00	
062 DS A-31	Wall Brackets 17 11 01	0		Architectural Permit 17 11 01	11,000.00	0.00	
063 DS A-32	Wall Brackets 17 11 01	0		Architectural Permit 17 11 01	11,000.00	0.00	
064 DS A-33	Wall Brackets 17 11 01	0		Architectural Permit 17 11 01	11,000.00	0.00	
065 DS A-34	Wall Brackets 17 11 01	0		Architectural Permit 17 11 01	11,000.00	0.00	
066 DS A-35	Wall Brackets 17 11 01	0		Architectural Permit 17 11 01	11,000.00	0.00	
067 DS A-36	Wall Brackets 17 11 01	0		Architectural Permit 17 11 01	11,000.00	0.00	
068 DS A-37	Wall Brackets 17 11 01	0		Architectural Permit 17 11 01	11,000.00	0.00	
069 DS A-38	Wall Brackets 17 11 01	0		Architectural Permit 17 11 01	11,000.00	0.00	
070 DS C-1	Chimney Flashing 17 11 01	0		Architectural Permit 17 11 01	11,000.00	0.00	
071 DS C-1.1	Chimney Flashing 17 11 01	0		Architectural Permit 17 11 01	11,000.00	0.00	
071 DS C-2	Chimney Flashing 17 11 01	0		Architectural Permit 17 11 01	11,000.00	0.00	
072 DS C-3	Chimney Flashing 17 11 01	0		Architectural Permit 17 11 01	11,000.00	0.00	
073 DS C-4	Chimney Flashing 17 11 01	0		Architectural Permit 17 11 01	11,000.00	0.00	

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INITIALS







Printed on Mon Mar 26, 2018 at 11:57 am CST  
 Job #: 2018-LSL Lohrview Senior Living Facility  
 3534 Chiles Road  
 Norristown, Texas 75068

007 LVS B-106	Exec Elev. Plans 17 11 01	0	11/01/2017	11/01/2017	Electrical Permits 17 11 01 0117
008 LVS B-107	Exec Elev. Plans 17 11 01	0	11/01/2017	11/01/2017	Electrical Permits 17 11 01 0117
009 LVS B-108	Units Elec. Floor Plans 17 11 01	0	11/01/2017	11/01/2017	Electrical Permits 17 11 01 0117
010 LVS B-109	Units Elec. Floor Plans 17 11 01	0	11/01/2017	11/01/2017	Electrical Permits 17 11 01 0117
011 LVS B-110	Power Chubbuck Floor Plans 17 11 01	0	11/01/2017	11/01/2017	Electrical Permits 17 11 01 0117
012 LVS B-111	Lighting Chubbuck Floor Plans 17 11 01	0	11/01/2017	11/01/2017	Electrical Permits 17 11 01 0117
013 LVS B-112	Power & Lighting Chubbuck Floor Plans 17 11 01	0	11/01/2017	11/01/2017	Electrical Permits 17 11 01 0117
014 LVS B-113	Power & Lighting Chubbuck Floor Plans 17 11 01	0	11/01/2017	11/01/2017	Electrical Permits 17 11 01 0117
<b>MECHANICAL</b>					
015 LVS B-114	Specifications 17 11 01	0	11/01/2017	11/01/2017	Mechanical Permits 17 11 01 0117
016 LVS B-115	Specifications 17 11 01	0	11/01/2017	11/01/2017	Mechanical Permits 17 11 01 0117
017 LVS B-116	Specifications 17 11 01	0	11/01/2017	11/01/2017	Mechanical Permits 17 11 01 0117
018 LVS B-117	Overall Mech. 17 11 01	0	11/01/2017	11/01/2017	Mechanical Permits 17 11 01 0117
019 LVS B-118	Mech 2nd, 3rd & 4th Flr Plans 17 11 01	0	11/01/2017	11/01/2017	Mechanical Permits 17 11 01 0117
020 LVS B-119	Mech 2nd, 3rd & 4th Flr Plans 17 11 01	0	11/01/2017	11/01/2017	Mechanical Permits 17 11 01 0117
021 LVS B-120	Mech 2nd, 3rd & 4th Flr Plans 17 11 01	0	11/01/2017	11/01/2017	Mechanical Permits 17 11 01 0117
022 LVS B-121	Mech 2nd, 3rd & 4th Flr Plans 17 11 01	0	11/01/2017	11/01/2017	Mechanical Permits 17 11 01 0117
023 LVS B-122	Mech 2nd, 3rd & 4th Flr Plans 17 11 01	0	11/01/2017	11/01/2017	Mechanical Permits 17 11 01 0117
024 LVS B-123	Mech 2nd, 3rd & 4th Flr Plans 17 11 01	0	11/01/2017	11/01/2017	Mechanical Permits 17 11 01 0117
025 LVS B-124	Mech 2nd, 3rd & 4th Flr Plans 17 11 01	0	11/01/2017	11/01/2017	Mechanical Permits 17 11 01 0117
026 LVS B-125	Mech 2nd, 3rd & 4th Flr Plans 17 11 01	0	11/01/2017	11/01/2017	Mechanical Permits 17 11 01 0117
027 LVS B-126	Mech 2nd, 3rd & 4th Flr Plans 17 11 01	0	11/01/2017	11/01/2017	Mechanical Permits 17 11 01 0117
028 LVS B-127	Mech 2nd, 3rd & 4th Flr Plans 17 11 01	0	11/01/2017	11/01/2017	Mechanical Permits 17 11 01 0117
029 LVS B-128	Mech 2nd, 3rd & 4th Flr Plans 17 11 01	0	11/01/2017	11/01/2017	Mechanical Permits 17 11 01 0117
030 LVS B-129	Mech 2nd, 3rd & 4th Flr Plans 17 11 01	0	11/01/2017	11/01/2017	Mechanical Permits 17 11 01 0117
031 LVS B-130	Mech 2nd, 3rd & 4th Flr Plans 17 11 01	0	11/01/2017	11/01/2017	Mechanical Permits 17 11 01 0117
032 LVS B-131	Mech 2nd, 3rd & 4th Flr Plans 17 11 01	0	11/01/2017	11/01/2017	Mechanical Permits 17 11 01 0117
033 LVS B-132	Mech 2nd, 3rd & 4th Flr Plans 17 11 01	0	11/01/2017	11/01/2017	Mechanical Permits 17 11 01 0117
<b>PLUMBING</b>					
034 LVS B-133	Plumbing 17 11 01	0	11/01/2017	11/01/2017	Plumbing Permits 17 11 01 0117
035 LVS B-134	Overall Site Plans 17 11 01	0	11/01/2017	11/01/2017	Plumbing Permits 17 11 01 0117
036 LVS B-135	Plumbing Floor Plans 17 11 01	0	11/01/2017	11/01/2017	Plumbing Permits 17 11 01 0117
037 LVS B-136	Plumbing Floor Plans 17 11 01	0	11/01/2017	11/01/2017	Plumbing Permits 17 11 01 0117

*LSL*  
INITIALS







*DM*  
INITIALS

**Dan Burkina Associates**  
Architects & Project Managers  
5939 Preston Rd., Dallas, Texas 75248



**LAKEMW**  
SENIOR LIVING  
8514 CHESSA ROAD  
ROWLETT, TX 75088

Exhibit A  
Sheet No. 100  
Date: 10/1/03

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**EXHIBIT "K"**  
**W-9 FORM**

LSL

  
INITIALS

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/Form919](http://www.irs.gov/Form919) for instructions and the latest information.

1 Name (see above on your income tax return). Name is required on this line; do not leave this line blank.

Associated Rock Concepts, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

S Corporation

C Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (S-C corporation, C corporation, P-Partnership) > \_\_\_\_\_

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) > \_\_\_\_\_

4 Address (number, street, and apt. or suite no.) See instructions.

14478 Old Denton Rd, Suite 500

5 City, state, and ZIP code

Roanoke TX 79282

7 List account number(s) here (optional)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 9)

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts established outside the U.S.)

Requester's name and address (optional)

Please refer to the instructions on page 9.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

		-			-			
--	--	---	--	--	---	--	--	--

OR

Employer identification number

4	7	-	5	4	7	8	3	6	4
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person >

*Ashley Mann*

Date >

1-3-19

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/Form919](http://www.irs.gov/Form919).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1099 (home mortgage interest), 1099-E (student loan interest), 1099-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**EXHIBIT "L"**  
**LIST OF MAJOR**  
**SUBCONTRACTORS & SUPPLIERS**

# LIST OF MAJOR SUBCONTRACTORS AND SUPPLIER

Date: 5-28-19

Project: Lakeview Senior Living

Project Location: Rowlett, TX

SUBCONTRACTOR / SUPPLIER COMPANY NAME	MAILING ADDRESS	PHONE NUMBER	ESTIMATED AMOUNT TO SUBCONTRACT / PURCHASE
Countdown Materials	401 Garden Acres Dr. Fort Worth, TX 76110	817-551-1805	622,500

**EXHIBIT "M"**  
**SUBCONTRACTOR CONTACT LIST**

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# GENERAL CONTRACTOR CONTACT INFORMATION

Date: \_\_\_\_\_

Project: \_\_\_\_\_

Project Location: \_\_\_\_\_

**Subcontractor Principals:**

NAME	TITLE	PHONE NUMBER	EMAIL ADDRESS

**Assigned to Jobsite:**

NAME	TITLE	PHONE NUMBER	EMAIL ADDRESS

**Accounting (Invoices / Draws):**

NAME	TITLE	PHONE NUMBER	EMAIL ADDRESS

**EXHIBIT "N"**  
**SUBCONTRACTOR CONTACT SHEET**

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## **RISE CONSTRUCTION TEAM AND CHANNELS OF COMMUNICATION**

Listed below is RISE contact information to be used throughout the construction of project. This information is provided to assist you in contacting the correct person during construction.

1. All correspondence must be addressed to the RISE Project Manager, not the Owner, Architect or Engineers. For information regarding plans, scopes of work, contracts, funding, RFIs, submittals, shop drawings, and change orders, please contact:

**Ken Kohlenberger / Project Manager**  
16812 Dallas Parkway, Dallas, Texas 75248  
P: 972-658-5519  
E: [kkohlenberger@rise-residential.com](mailto:kkohlenberger@rise-residential.com)

2. For information regarding scheduling, deliveries, storage, daily reports, safety meetings, and daily problems, please contact:

**Marty Ketola / Project Superintendent**  
16812 Dallas Parkway, Dallas, Texas 75248  
P: 972-741-6207  
E: [mketola@rise-residential.com](mailto:mketola@rise-residential.com)

3. For information regarding monthly payment applications and contract status, please contact:

**Ken Kohlenberger**  
16812 Dallas Parkway, Dallas, Texas 75248  
P: 972-658-5519  
E: [lakeviewsenior@rise-residential.com](mailto:lakeviewsenior@rise-residential.com)

**EXHIBIT "O"**  
**HAZARD COMMUNICATION PROGRAM**  
**(ATTACH YOUR COMPANY PROGRAM TO THIS EXHIBIT)**

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**EXHIBIT "P"**  
**THE TEXAS BUSINESS AND COMMERCE CODE**

## BUSINESS AND COMMERCE CODE

## TITLE 4. BUSINESS OPPORTUNITIES AND AGREEMENTS

## CHAPTER 56. AGREEMENT FOR PAYMENT OF CONSTRUCTION SUBCONTRACTOR

## SUBCHAPTER A. GENERAL PROVISIONS

Sec. 56.001. DEFINITIONS. In this chapter:

- (1) "Contingent payee" means a party to a contract with a contingent payment clause, other than an architect or engineer, whose receipt of payment is conditioned on the contingent payor's receipt of payment from another person.
- (2) "Contingent payment clause" means a provision in a contract for construction management, or for the construction of improvements to real property or the furnishing of materials for the construction, that provides that the contingent payor's receipt of payment from another is a condition precedent to the obligation of the contingent payor to make payment to the contingent payee for work performed or materials furnished.
- (3) "Contingent payor" means a party to a contract with a contingent payment clause that conditions payment by the party on the receipt of payment from another person.
- (4) "Improvement" includes new construction, remodeling, or repair.
- (5) "Obligor" means the person obligated to make payment to the contingent payor for an improvement.
- (6) "Primary obligor" means the owner of the real property to be improved or repaired under the contract, or the contracting authority if the contract is for a public project. A primary obligor may be an obligor.

Added by Acts 2009, 81st Leg., R.S., Ch. 87 (S.B. 1969), Sec. 4.001(a), eff. September 1, 2009.

Sec. 56.002. INAPPLICABILITY OF CHAPTER TO CERTAIN CONTRACTS. This chapter does not apply to a contract that is solely for:

- (1) design services;
- (2) the construction or maintenance of a road, highway, street, bridge, utility, water supply project, water plant, wastewater plant, water and wastewater distribution or conveyance facility, wharf, dock, airport

runway or taxiway, drainage project, or related type of project associated with civil engineering construction; or

- (3) improvements to or the construction of a structure that is a:
- (A) detached single-family residence;
  - (B) duplex;
  - (C) triplex; or
  - (D) quadruplex.

Added by Acts 2009, 81st Leg., R.S., Ch. 87 (S.B. 1969), Sec. 4.001(a), eff. September 1, 2009.

Sec. 56.003. EFFECT OF CHAPTER ON TIMING OF PAYMENT PROVISIONS. This chapter does not affect a provision that affects the timing of a payment in a contract for construction management or for the construction of improvements to real property if the payment is to be made within a reasonable period.

Added by Acts 2009, 81st Leg., R.S., Ch. 87 (S.B. 1969), Sec. 4.001(a), eff. September 1, 2009.

Sec. 56.004. WAIVER OF CHAPTER PROHIBITED. A person may not waive this chapter by contract or other means. A purported waiver of this chapter is void.

Added by Acts 2009, 81st Leg., R.S., Ch. 87 (S.B. 1969), Sec. 4.001(a), eff. September 1, 2009.

#### SUBCHAPTER B. CONTINGENT PAYMENT CLAUSE

Sec. 56.051. ENFORCEMENT OF CLAUSE PROHIBITED TO EXTENT CERTAIN CONTRACTUAL OBLIGATIONS NOT MET. A contingent payor or its surety may not enforce a contingent payment clause to the extent that the obligor's nonpayment to the contingent payor is the result of the contractual obligations of the contingent payor not being met, unless the nonpayment is the result of the contingent payee's failure to meet the contingent payee's contractual requirements.

Added by Acts 2009, 81st Leg., R.S., Ch. 87 (S.B. 1969), Sec. 4.001(a), eff. September 1, 2009.



(B) the fifth day after the date the contingent payor receives the written notice from the contingent payee under Subsection (a).

(d) A written notice given by a contingent payee under Subsection (a) does not prevent the enforcement of a contingent payment clause to the extent that the funds are not collectible as a result of a primary obligor's successful assertion of a defense of sovereign immunity, if the contingent payor has exhausted all of its rights and remedies under its contract with the primary obligor and under Chapter 2251, Government Code. This subsection does not:

- (1) create or validate a defense of sovereign immunity; or
- (2) extend to a primary obligor a defense or right that did not exist before September 1, 2007.

(e) On receipt of payment by the contingent payee of the unpaid indebtedness giving rise to the written notice provided by the contingent payee under Subsection (a), the contingent payment clause is reinstated as to work performed or materials furnished after the receipt of the payment, subject to the provisions of this chapter.

Added by Acts 2009, 81st Leg., R.S., Ch. 87 (S.B. 1969), Sec. 4.001(a), eff. September 1, 2009.

Sec. 56.053. ENFORCEMENT OF CLAUSE PROHIBITED IF EXISTENCE OF SHAM RELATIONSHIP. A contingent payor or its surety may not enforce a contingent payment clause if the contingent payor is in a sham relationship with the obligor, as described by the sham relationships in Section 53.026, Property Code.

Added by Acts 2009, 81st Leg., R.S., Ch. 87 (S.B. 1969), Sec. 4.001(a), eff. September 1, 2009.

Sec. 56.054. ENFORCEMENT OF CLAUSE PROHIBITED IF UNCONSCIONABLE. (a) A contingent payor or its surety may not enforce a contingent payment clause if the enforcement would be unconscionable. The party asserting that a contingent payment clause is unconscionable has the burden of proving that the clause is unconscionable.

(b) The enforcement of a contingent payment clause is not unconscionable if the contingent payor:

- (1) proves that the contingent payor has exercised diligence in ascertaining and communicating in writing to the contingent payee, before the contract in which the contingent payment clause has been asserted becomes enforceable against the contingent payee, the financial viability

of the primary obligor and the existence of adequate financial arrangements to pay for the improvements; and

(2) has done the following:

(A) made reasonable efforts to collect the amount owed to the contingent payor; or

(B) made or offered to make, at a reasonable time, an assignment by the contingent payor to the contingent payee of a cause of action against the obligor for the amounts owed to the contingent payee by the contingent payor and offered reasonable cooperation to the contingent payee's collection efforts, if the assigned cause of action is not subject to defenses caused by the contingent payor's action or failure to act.

(c) A cause of action brought on an assignment made under Subsection (b) (2) (B) is enforceable by a contingent payee against an obligor or a primary obligor.

(d) A contingent payor is considered to have exercised diligence for purposes of Subsection (b) (1) under a contract for a private project governed by Chapter 53, Property Code, if the contingent payee receives in writing from the contingent payor:

(1) the name, address, and business telephone number of the primary obligor;

(2) a description, legally sufficient for identification, of the property on which the improvements are being constructed;

(3) the name and address of the surety on any payment bond provided under Subchapter I, Chapter 53, Property Code, to which any notice of claim should be sent;

(4) if a loan has been obtained for the construction of improvements:

(A) a statement, furnished by the primary obligor and supported by reasonable and credible evidence from all applicable lenders, of the amount of the loan;

(B) a summary of the terms of the loan;

(C) a statement of whether there is foreseeable default of the primary obligor; and

(D) the name, address, and business telephone number of the borrowers and lenders; and

(5) a statement, furnished by the primary obligor and supported by reasonable and credible evidence from all applicable banks or other depository institutions, of the amount, source, and location of funds available to pay the balance of the contract amount if there is no loan or

the loan is not sufficient to pay for all of the construction of the improvements.

(e) A contingent payor is considered to have exercised diligence for purposes of Subsection (b) (1) under a contract for a public project governed by Chapter 2253, Government Code, if the contingent payee receives in writing from the contingent payor:

(1) the name, address, and primary business telephone number of the primary obligor;

(2) the name and address of the surety on the payment bond provided to the primary obligor to which any notice of claim should be sent; and

(3) a statement from the primary obligor that funds are available and have been authorized for the full contract amount for the construction of the improvements.

(f) A contingent payor is considered to have exercised diligence for purposes of Subsection (b) (1) under a contract for a public project governed by 40 U.S.C. Section 3131 if the contingent payee receives in writing from the contingent payor:

(1) the name, address, and primary business telephone number of the primary obligor;

(2) the name and address of the surety on the payment bond provided to the primary obligor; and

(3) the name of the contracting officer, if known at the time of the execution of the contract.

(g) A primary obligor shall furnish the information described by Subsection (d) or (e), as applicable, to the contingent payor not later than the 30th day after the date the primary obligor receives a written request for the information. If the primary obligor fails to provide the information under the written request, the contingent payor, the contingent payee, and their sureties are relieved of the obligation to initiate or continue performance of the construction contracts of the contingent payor and contingent payee.

Added by Acts 2009, 81st Leg., R.S., Ch. 87 (S.B. 1969), Sec. 4.001(a), eff. September 1, 2009.

Sec. 58.055. USE OF CLAUSE TO INVALIDATE ENFORCEABILITY OR PERFECTION OF MECHANIC'S LIEN PROHIBITED. A contingent payment clause may not be used as a basis for invalidation of the enforceability or perfection of a mechanic's lien under Chapter 53, Property Code.

Added by Acts 2009, 81st Leg., R.S., Ch. 87 (S.B. 1969), Sec. 4.001(a),  
eff. September 1, 2009.

Sec. 56.056. ASSERTION OF CLAUSE AS AFFIRMATIVE DEFENSE. The  
assertion of a contingent payment clause is an affirmative defense to a  
civil action for payment under a contract.

Added by Acts 2009, 81st Leg., R.S., Ch. 87 (S.B. 1969), Sec. 4.001(a),  
eff. September 1, 2009.

Sec. 56.057. ALLOCATION OF RISK PERMITTED. An obligor or a primary  
obligor may not prohibit a contingent payor from allocating risk by means  
of a contingent payment clause.

Added by Acts 2009, 81st Leg., R.S., Ch. 87 (S.B. 1969), Sec. 4.001(a),  
eff. September 1, 2009.

**EXHIBIT "Q"**  
**WARRANTY LETTER EXAMPLE**

LSL

  
INITIALS

RISE Residential Construction INSERT  
16812 Dallas Parkway  
Dallas, Texas 75248

**WARRANTIES AND GUARANTEES**

**Your company name** has finished and installed the following **insert description of work** for the **insert** located in **insert**.

In accordance with the contract documents, **your company name** will provide a warranty against all material defects, workmanship, and labor (except for any individual material warranties furnished by manufacturers on material used on this project) for a period of 1-year following owners acceptance of the completed project.

This warranty shall not cover any damage or failure due to willful abuse, neglect, or improper maintenance by the Owner, or for damage and destruction caused by fire, vandalism, or act of God.

**Your company name** does hereby acknowledge that upon notification from the Owner, they shall provide warranty services as required, to repair or replace defective material, labor, and workmanship as specified above at no cost to the Owner of General Contractor. If, however, it is determined that the problem is not due to either faulty workmanship, labor or material, then **your company name** may invoice the Owner for the standard labor and material rates in effect at the time of such service.

Service Contact Name & Phone: \_\_\_\_\_

Company Name: \_\_\_\_\_

Authorized Company Signed, Date \_\_\_\_\_

Printed Name & Title \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ (name of officer), \_\_\_\_\_ (title), \_\_\_\_\_ (name of company) a \_\_\_\_\_ (state of incorporation) corporation, on behalf of said company.

(Seal)

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

  
INITIALS

**EXHIBIT "R"**  
**SCHEDULE OF VALUES**

LSL



INITIALS



Worksheet  
 Associated Rock Concepts, Inc.  
 5/28/2019  
 Job 219013 - Lakeview Senior Living  
 Schedule 219013

Phase	Description	Contract amount	Previously completed	Cumul. percent	---- Stored Materials ----		Completed and stored	Work complete this period	Percent complete	Materials used
					Previous	Current				
<u>Materials</u>										
01	Bldg 1 - Sect A - 1st	29,700.00	0.00	0.00%	0.00		0.00			
02	Bldg 1 - Sect A - 2nd	29,700.00	0.00	0.00%	0.00		0.00			
03	Bldg 1 - Sect A - 3rd	29,700.00	0.00	0.00%	0.00		0.00			
04	Bldg 1 - Sect B - 1st	29,700.00	0.00	0.00%	0.00		0.00			
05	Bldg 1 - Sect B - 2nd	29,700.00	0.00	0.00%	0.00		0.00			
06	Bldg 1 - Sect B - 3rd	29,700.00	0.00	0.00%	0.00		0.00			
07	Bldg 2 - Sect A - 1st	29,700.00	0.00	0.00%	0.00		0.00			
08	Bldg 2 - Sect A - 2nd	29,700.00	0.00	0.00%	0.00		0.00			
09	Bldg 2 - Sect A - 3rd	29,700.00	0.00	0.00%	0.00		0.00			
10	Bldg 2 - Sect B - 1st	29,700.00	0.00	0.00%	0.00		0.00			
11	Bldg 2 - Sect B - 2nd	29,700.00	0.00	0.00%	0.00		0.00			
12	Bldg 2 - Sect B - 3rd	29,700.00	0.00	0.00%	0.00		0.00			
13	Bldg 3 - Sect A - 1st	29,700.00	0.00	0.00%	0.00		0.00			
14	Bldg 3 - Sect A - 2nd	29,700.00	0.00	0.00%	0.00		0.00			
15	Bldg 3 - Sect A - 3rd	29,700.00	0.00	0.00%	0.00		0.00			
16	Bldg 3 - Sect B - 1st	29,700.00	0.00	0.00%	0.00		0.00			
17	Bldg 3 - Sect B - 2nd	29,700.00	0.00	0.00%	0.00		0.00			
18	Bldg 3 - Sect B - 3rd	29,700.00	0.00	0.00%	0.00		0.00			
19	Clubhouse	10,000.00	0.00	0.00%	0.00		0.00			
20	RC Channels	77,900.00	0.00	0.00%	0.00		0.00			
		<u>622,500.00</u>	<u>0.00</u>		<u>0.00</u>		<u>0.00</u>			
<u>Prerock</u>										
21	Bldg 1 - Sect A - 1st	6,900.00	0.00	0.00%	0.00		0.00			
22	Bldg 1 - Sect A - 2nd	6,900.00	0.00	0.00%	0.00		0.00			
23	Bldg 1 - Sect A - 3rd	6,900.00	0.00	0.00%	0.00		0.00			
24	Bldg 1 - Sect B - 1st	6,900.00	0.00	0.00%	0.00		0.00			
25	Bldg 1 - Sect B - 2nd	6,900.00	0.00	0.00%	0.00		0.00			
26	Bldg 1 - Sect B - 3rd	6,900.00	0.00	0.00%	0.00		0.00			
27	Bldg 2 - Sect A - 1st	6,900.00	0.00	0.00%	0.00		0.00			
28	Bldg 2 - Sect A - 2nd	6,900.00	0.00	0.00%	0.00		0.00			
29	Bldg 2 - Sect A - 3rd	6,900.00	0.00	0.00%	0.00		0.00			
30	Bldg 2 - Sect B - 1st	6,900.00	0.00	0.00%	0.00		0.00			
31	Bldg 2 - Sect B - 2nd	6,900.00	0.00	0.00%	0.00		0.00			

Worksheet  
 Associated Rock Concepts, Inc.  
 5/28/2019  
 Job 219013 - Lakeview Senior Living  
 Schedule 219013

Phase	Description	Contract amount	Previously completed	Cumul. percent	----- Stored Materials -----		Completed and stored	Work complete this period	Percent complete	Materials used
					Previous	Current				
<u>Prerock</u>										
32	Bldg 2 - Sect B - 3rd	6,900.00	0.00	0.00%	0.00	_____	0.00	_____	_____	_____
33	Bldg 3 - Sect A - 1st	6,900.00	0.00	0.00%	0.00	_____	0.00	_____	_____	_____
34	Bldg 3 - Sect A - 2nd	6,900.00	0.00	0.00%	0.00	_____	0.00	_____	_____	_____
35	Bldg 3 - Sect A - 3rd	6,900.00	0.00	0.00%	0.00	_____	0.00	_____	_____	_____
36	Bldg 3 - Sect B - 1st	6,900.00	0.00	0.00%	0.00	_____	0.00	_____	_____	_____
37	Bldg 3 - Sect B - 2nd	6,900.00	0.00	0.00%	0.00	_____	0.00	_____	_____	_____
38	Bldg 3 - Sect B - 3rd	6,900.00	0.00	0.00%	0.00	_____	0.00	_____	_____	_____
		<u>124,200.00</u>	<u>0.00</u>		<u>0.00</u>		<u>0.00</u>			
<u>Tape Bed Texture</u>										
39	Bldg 1 - Sect A - 1st	11,500.00	0.00	0.00%	0.00	_____	0.00	_____	_____	_____
40	Bldg 1 - Sect A - 2nd	11,500.00	0.00	0.00%	0.00	_____	0.00	_____	_____	_____
41	Bldg 1 - Sect A - 3rd	11,500.00	0.00	0.00%	0.00	_____	0.00	_____	_____	_____
42	Bldg 1 - Sect B - 1st	11,500.00	0.00	0.00%	0.00	_____	0.00	_____	_____	_____
43	Bldg 1 - Sect B - 2nd	11,500.00	0.00	0.00%	0.00	_____	0.00	_____	_____	_____
44	Bldg 1 - Sect B - 3rd	11,500.00	0.00	0.00%	0.00	_____	0.00	_____	_____	_____
45	Bldg 2 - Sect A - 1st	11,500.00	0.00	0.00%	0.00	_____	0.00	_____	_____	_____
46	Bldg 2 - Sect A - 2nd	11,500.00	0.00	0.00%	0.00	_____	0.00	_____	_____	_____
47	Bldg 2 - Sect A - 3rd	11,500.00	0.00	0.00%	0.00	_____	0.00	_____	_____	_____
48	Bldg 2 - Sect B - 1st	11,500.00	0.00	0.00%	0.00	_____	0.00	_____	_____	_____
49	Bldg 2 - Sect B - 2nd	11,500.00	0.00	0.00%	0.00	_____	0.00	_____	_____	_____
50	Bldg 2 - Sect B - 3rd	11,500.00	0.00	0.00%	0.00	_____	0.00	_____	_____	_____
51	Bldg 3 - Sect A - 1st	11,500.00	0.00	0.00%	0.00	_____	0.00	_____	_____	_____
52	Bldg 3 - Sect A - 2nd	11,500.00	0.00	0.00%	0.00	_____	0.00	_____	_____	_____
53	Bldg 3 - Sect A - 3rd	11,500.00	0.00	0.00%	0.00	_____	0.00	_____	_____	_____
54	Bldg 3 - Sect B - 1st	11,500.00	0.00	0.00%	0.00	_____	0.00	_____	_____	_____
55	Bldg 3 - Sect B - 2nd	11,500.00	0.00	0.00%	0.00	_____	0.00	_____	_____	_____
56	Bldg 3 - Sect B - 3rd	11,500.00	0.00	0.00%	0.00	_____	0.00	_____	_____	_____
57	Clubhouse	5,500.00	0.00	0.00%	0.00	_____	0.00	_____	_____	_____
		<u>212,500.00</u>	<u>0.00</u>		<u>0.00</u>		<u>0.00</u>			
<u>Labor</u>										
58	Bldg 1 - Sect A - 1st	15,700.00	0.00	0.00%	0.00	_____	0.00	_____	_____	_____
59	Bldg 1 - Sect A - 2nd	15,700.00	0.00	0.00%	0.00	_____	0.00	_____	_____	_____
60	Bldg 1 - Sect A - 3rd	15,700.00	0.00	0.00%	0.00	_____	0.00	_____	_____	_____

Worksheet  
 Associated Rock Concepts, Inc.  
 5/28/2019  
 Job 219013 - Lakeview Senior Living  
 Schedule 219013

Phase	Description	Contract amount	Previously completed	Cumul. percent	---- Stored Materials -----		Completed and stored	Work complete this period	Percent complete	Materials used
					Previous	Current				
<u>Labor</u>										
61	Bldg 1 - Sect B - 1st	15,700.00	0.00	0.00%	0.00	_____	0.00	_____	_____	_____
62	Bldg 1 - Sect B - 2nd	15,700.00	0.00	0.00%	0.00	_____	0.00	_____	_____	_____
63	Bldg 1 - Sect B - 3rd	15,700.00	0.00	0.00%	0.00	_____	0.00	_____	_____	_____
64	Bldg 2 - Sect A - 1st	15,700.00	0.00	0.00%	0.00	_____	0.00	_____	_____	_____
65	Bldg 2 - Sect A - 2nd	15,700.00	0.00	0.00%	0.00	_____	0.00	_____	_____	_____
66	Bldg 2 - Sect A - 3rd	15,700.00	0.00	0.00%	0.00	_____	0.00	_____	_____	_____
67	Bldg 2 - Sect B - 1st	15,700.00	0.00	0.00%	0.00	_____	0.00	_____	_____	_____
68	Bldg 2 - Sect B - 2nd	15,700.00	0.00	0.00%	0.00	_____	0.00	_____	_____	_____
69	Bldg 2 - Sect B - 3rd	15,700.00	0.00	0.00%	0.00	_____	0.00	_____	_____	_____
70	Bldg 3 - Sect A - 1st	15,700.00	0.00	0.00%	0.00	_____	0.00	_____	_____	_____
71	Bldg 3 - Sect A - 2nd	15,700.00	0.00	0.00%	0.00	_____	0.00	_____	_____	_____
72	Bldg 3 - Sect A - 3rd	15,700.00	0.00	0.00%	0.00	_____	0.00	_____	_____	_____
73	Bldg 3 - Sect B - 1st	15,700.00	0.00	0.00%	0.00	_____	0.00	_____	_____	_____
74	Bldg 3 - Sect B - 2nd	15,700.00	0.00	0.00%	0.00	_____	0.00	_____	_____	_____
75	Bldg 3 - Sect B - 3rd	15,700.00	0.00	0.00%	0.00	_____	0.00	_____	_____	_____
76	Clubhouse	3,200.00	0.00	0.00%	0.00	_____	0.00	_____	_____	_____
		<u>285,800.00</u>	<u>0.00</u>		<u>0.00</u>		<u>0.00</u>			
		<u>1,245,000.00</u>	<u>0.00</u>		<u>0.00</u>		<u>0.00</u>			



**EXHIBIT "S"**  
**TAX EXEMPTION CERTIFICATE**

**EITHER**  
**N/A**

**OR**

LSL

  
INITIALS



**TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION**

Name of purchaser, firm, or agency <b>Rowlett Housing Finance Corporation</b>	
Address (street if number, P.O. Box or Post Office number) <b>4500 Main Street</b>	Phone (Area code and number) <b>(214) 773-1081</b>
City, State, ZIP code <b>Rowlett, Texas 75088</b>	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: \_\_\_\_\_

Street address: \_\_\_\_\_ City, State, ZIP code: \_\_\_\_\_

Description of items to be purchased or on the attached order or invoice:

Building materials and equipment used and rented for the construction of Lakeview Senior Living located in Rowlett, TX 75088

Purchaser claims this exemption for the following reason:

Rowlett Housing Finance Corporation is the sole member of Savannah at Lakeview Contractor, LLC (the "Contractor"), the general contractor for the Lakeview Independent Senior Living development. The Contractor is acting as the Rowlett Housing Finance Corporation's agent for such purposes. The Rowlett Housing Finance Corporation is a public nonprofit corporation organized under Chapter 384 of the Texas Local Government Code.

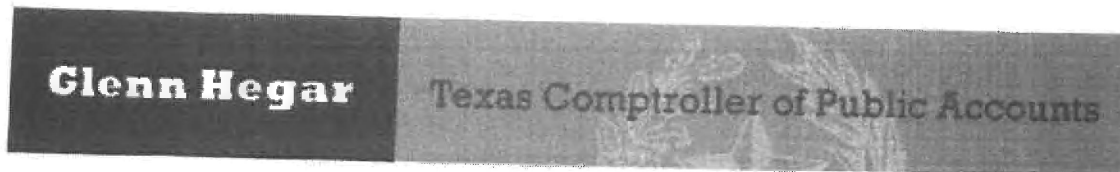
I understand that I will be liable for payment of sales or use taxes which may become due for failure to comply with the provisions of the Tax Code: Limited Sales, Excise, and Use Tax Act; Municipal Sales and Use Tax Act; Sales and Use Taxes for Special Purpose Taxing Authorities; County Sales and Use Tax Act; County Health Services Sales and Use Tax; The Texas Health and Safety Code; Special Provisions Relating to Hospital Districts, Emergency Services Districts, and Emergency Services Districts in counties with a population of 125,000 or less.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and, depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

Sign here		Title	Date
		President	

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle. THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID. Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.



Austin, Texas 78774

March 23, 2018

ROWLETT HOUSING FINANCE CORPORATION  
 1601 ELM ST STE 4360  
 DALLAS, TX 75201-4701

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

Franchise tax, as of 08-11-2017  
 Sales and use tax, as of 08-11-2017  
 (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)  
 State and local portion of hotel occupancy tax, housing finance corporation/Local  
 government Code Chapter 394 as of 08-11-2017  
 (provide Texas hotel occupancy tax exemption certificate Form 12-302 to vendor)

Texas taxpayer identification number: 32064562526

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State's Website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State's Website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at (800) 252-5555.



**EXHIBIT "T"**  
**CHANGE ORDER**

LSL



INITIALS



**EXHIBIT "U"**  
**SUBMITTALS**

LSL



dm  
INITIALS



RESIDENTIAL  
CONSTRUCTION

**SUBMITTALS / SHOP DRAWING TRANSMITTAL**

Date: \_\_\_\_\_

Transmittal Number: \_\_\_\_\_

Project: \_\_\_\_\_

Project Number: \_\_\_\_\_

Project Location: \_\_\_\_\_

Contractor: Rise Residential Construction

Architect: \_\_\_\_\_

Subcontractor / Supplier: \_\_\_\_\_

Attn: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Section	Description of Product / Data	Manufacturer	Action Taken

- Action Codes:
- A - Reviewed No Exceptions Taken
  - B - Make Corrections as Noted
  - C - Revise and Resubmit
  - D - Rejected

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Rise Residential Construction

\_\_\_\_\_  
(Signature/Title/Date)

\_\_\_\_\_  
By: Architect (Signature/Title/Date)

SF-10-2

LSL

**EXHIBIT "V"**  
**STATEMENT OF OWNERSHIP AND FUNDING**

LSL

  
INITIALS

April 1, 2019

To whom it may concern:

Re: Ownership and Funding Information

Dear Sir/Madam:

Please be advised that the Texas Legislature has legislation relating to contingent payment provisions in construction contracts. This legislation was codified in Chapter 56 of the TEXAS BUSINESS AND COMMERCE CODE. According to this law, in order to protect the contingent pay ("pay-if-paid") provisions in our subcontracts, **Rise Residential Construction Lakeview, LLC** as a prime subcontractor, must collect specific information relating to the construction financing for the Project. Specifically, we are required to collect the following information:

1. the name, address, and business telephone number of the Owner of the real property to be improved (the "Owner");
2. the name, address, and business telephone number of the Primary Obligor;
3. a description, legally sufficient for identification, of the property on which the improvements are being constructed;
4. the name and address of the surety on any payment bond to which any notice of claim should be sent;
5. if a loan has been obtained for the construction of improvements:
  - a. a statement, furnished by the Owner and supported by reasonable and credible evidence from all applicable lenders, of the amount of the loan;
  - b. a summary of the terms of the loan;
  - c. a statement of whether there is foreseeable default of the Owner; and
  - d. the name, address, and business telephone number of the borrowers and lenders; and
5. a statement, furnished by the Primary Obligor/Owner and supported by reasonable and credible evidence from all applicable banks or other depository institutions, of the amount, source, and location of funds available to pay the balance of the contract amount if there is no loan or if the loan is not sufficient to pay for all of the construction of the improvements.

As such, in light of this law and in order to protect our rights under our subcontracts, please furnish the above-referenced information as it relates to the Project. We have attached the standard Ownership and Funding Form that addresses all of the required information noted above. Please be advised that we must receive this information prior to entering into contracts with our subcontractors. Therefore, we will be unable to commence construction, or otherwise begin the Project, until this information is received.

Of course, should you have any questions regarding this request or the applicability of the new law, please do not hesitate to contact me. I apologize in advance for any inconvenience this may cause and look forward to the successful completion of the Project.

Yours very truly,

**Rise Residential Construction Creekview, LLC**

Sincerely,

*Stephen Sulli*

Stephen W Sulli, Vice President

P: 972-701-5563

E: [ssulli@rise-residential.com](mailto:ssulli@rise-residential.com)

**EXHIBIT "W"**  
**NO KICKBACK POLICY**

LSL

  
INITIALS



## NO KICK-BACK POLICY

January 1, 2019

To: All Vendors of RISE Residential Construction

Re: No Kick Back Policy

RISE Residential Construction has a strict policy regarding gifts and gratuities given to our employees. The Senior Vice President of RISE Residential Construction must, first approve all services, products, and/or money provided to any RISE Residential Construction employees that is outside the scope of work originally agreed upon. If at any time an employee attempts to solicit a gift or gratuity, please notify the corporate office immediately ... 972-701-5563.

By signing below, you are acknowledging that NO service, product, and/or money outside the original scope of work will be provided to any RISE Residential Construction employee without prior written approval from the Senior Vice President of RISE Residential Construction.

Ashley Marcum 5-28-19

Print Name / Date

Ashley Marcum

Signature

Sincerely,

*Stephen Sulli*

Stephen Sulli  
Vice President  
RISE Residential Construction  
P: 972-701-5563  
E: [ssulli@rise-residential.com](mailto:ssulli@rise-residential.com)

LSL

*SS*  
INITIALS

**EXHIBIT "X"**  
**JOINT CHECK AGREEMENT**

LSL



INITIALS

# RISE

RESIDENTIAL  
CONSTRUCTION

Date

Add

Re: **Insert**

Dear **Insert**:

We received a letter of intent from one of your suppliers on a past due balance on the above-referenced project. In response, we contacted your supplier and determined your current balance due with this supplier is \$\_\_\_\_\_ and \$\_\_\_\_\_ through the end of last month. Our policy, when this type of notice is received, is to joint check the supplier for the balance due currently and deduct that amount from the current draw submitted.

If you can provide evidence that the balance with the notice has been paid and is current through the end of last month, by means of a notarized Unconditional Lien Release, signed by the supplier in question, for the amount due through the end of last month, we can process your draw as original submitted. If that documentation cannot be provided, we will adjust your current draw and split the amount due issuing a joint check, first to the supplier for their amount due currently and the balance paid to you directly. If the joint check is issued, we will send the joint check to the supplier in satisfaction of the amount due to them and they will contact you to countersign the check.

Please let us know if the documentation referenced above, can be provided, and we will proceed accordingly. Should you have any questions, please contact the property's Project Manager. We appreciate your attention this matter. Thank you.

Respectfully,

*Stephen Sulli*

Stephen Sulli

enc

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INITIALS

**JOINT CHECK AGREEMENT**

This joint check agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 between Rise Residential Construction, LP., referred to as Prime Contractor \_\_\_\_\_ referred to as Subcontractor, and \_\_\_\_\_ referred to as Supplier.

The parties hereto agree as follows:

1. Any check issued to the Subcontractor by the Prime Contractor pursuant to invoices submitted by Supplier to the Subcontractor for materials and/or equipment in connection with \_\_\_\_\_ ("Project") shall, to the extent sums are due and payable from Prime Contractor to Subcontractor and owed by Subcontractor to Supplier for labor, materials and/or equipment furnished or rented by Supplier to Subcontractor during the pay period for which the check is drawn, be made payable jointly to Supplier and Subcontractor, so long as Supplier and Subcontractor advise Prime Contractor in writing, at the time Subcontractor's pay request is submitted, the amount to be paid jointly.
2. All checks so issued by the Prime Contractors to Subcontractor shall be presented to Subcontractor, at which time the Subcontractor shall endorse said checks and surrender them to the Prime Contractor to be held for the Supplier to be applied against sums due Supplier on the Project. Prime Contractor and its bank shall have no responsibility to verify the genuineness of any endorsement by Supplier.
3. The sole purpose of this joint check agreement is to provide the payment to Supplier on sales and/or rentals of all materials/equipment to Subcontractor on the Project. This agreement does not constitute an assignment of funds and, except to the extent of payments actually received by Supplier, the execution of this agreement and the taking of such joint check shall not affect or otherwise impair any bond, lien or other creditor rights and remedies which Supplier now has or may hereafter have, nor shall this agreement relieve Supplier from any notice obligations which it may have under applicable law. Supplier rights to any funds shall be subject to and not to exceed \$ \_\_\_\_\_. Prime Contractor's sole obligation is to issue joint checks to Subcontractor and Supplier from funds owed to Subcontractor under the terms of the Subcontract Agreement and to which Supplier provides written copies of invoices to Prime Contractor prior to issuance of payment to Subcontractor. If Supplier fails to furnish copies of unpaid invoices prior to Prime Contractor issuing payment to Subcontractor then, Prime Contractor is relieved of the joint check obligation for that pay period.

IN WITNESS WHEREOF, the parties hereto have executed this joint agreement on the \_\_\_\_ day of \_\_\_\_\_, 2019.

SUBCONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

SUPPLIER: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

RISE RESIDENTIAL CONSTRUCTION, LP

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

LSL

FORM NO. 353-3—CITATION  
THE STATE OF TEXAS

**RESERVE  
CITATION**

To: SAVANNAH AT LAKEVIEW CONTRACTOR, LLC  
SERVING REGISTERED AGENT ROWLETT HOUSING FINANCE CORPORATION  
4113 MAIN ST., SUITE 105  
ROWLETT, TEXAS 75088

No.: DC-22-09497

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org. Your answer should be addressed to the clerk of the **95th District Court** at 600 Commerce Street, Dallas, Texas 75202.

ASSOCIATED ROCK CONCEPTS INC  
vs.  
RISE RESIDENTIAL CONSTRUCTION  
LAKEVIEW LLC, et al

**ISSUED**  
on this the 19th day of August, 2022

Said Plaintiff being **ASSOCIATED ROCK CONCEPTS INC**

**FELICIA PITRE**  
Clerk District Courts,  
Dallas County, Texas

Filed in said Court **3rd day of August, 2022** against

By: KARI MALONE, Deputy

**RISE RESIDENTIAL CONSTRUCTION LAKEVIEW, LLC, SAVANNAH AT LAKEVIEW HOLDINGS, LLC, SAVANNAH AT LAKEVIEW CONTRACTOR, LLC, TX LAKEVIEW SENIORS, LP AND SONOMA HOUSING ADVISORS, LLC**

Attorney for Plaintiff  
**ELLEN M GERSON**  
GORDON & RESS LLP  
1900 WEST LOOP SOUTH SUITE 1000  
HOUSTON TX 77027  
713-961-3366  
[tagtmeier@litchfieldcavo.com](mailto:tagtmeier@litchfieldcavo.com)  
**DALLAS COUNTY**  
**SERVICE FEES**  
**NOT PAID**

For Suit, said suit being numbered DC-22-09497, the nature of which demand is as follows:  
Suit on **CNTR CNSMR COM DEBT** etc. as shown on said petition, a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.  
Given under my hand and the Seal of said Court at office **on this the 19th day of August, 2022**

ATTEST: FELICIA PITRE,  
Clerk of the District Courts of Dallas County, Texas

By Kari Malone, Deputy  
**KARI MALONE**



OFFICER'S RETURN

Cause No. DC-22-09497

Court No.: 95th District Court

Style: ASSOCIATED ROCK CONCEPTS INC

vs.

RISE RESIDENTIAL CONSTRUCTION LAKEVIEW LLC, et al

Came to hand on the 22 day of August, 2022, at 8 o'clock P.M. Executed at 4113 Main St. #105 Rowlett, TX 75088, within the County of Dallas at 11:05 o'clock A.M. on the 22 day of August, 2022, by delivering to within named Savannah At Lakeview Contractor LLC By Delivering to its Registered Agent at Rowlett Housing Finance Corp

each, in person, a true copy of this Citation together with the accompanying copy of this pleading, having first endorsed on same date of delivery. The distance actually traveled by me in serving such process was \_\_\_\_\_ miles and my fees are as follows: To certify which witness my hand.

For serving Citation \$ \_\_\_\_\_ Marion Vincent 18405 5-31-24
For mileage \$ \_\_\_\_\_ of Dallas County, Texas
For Notary \$ \_\_\_\_\_ By \_\_\_\_\_ Deputy

(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said MARION VINCENT before me this 22nd day of AUG, 2022, to certify which witness my hand and seal of office.



Notary Public [Signature] County [Signature]

FORM NO. 353-3—CITATION  
THE STATE OF TEXAS

FILED  
8/23/2022 2:48 PM  
FELICIA PITRE  
DISTRICT CLERK  
DALLAS CO., TEXAS  
SADAF RAJPUT DEPUTY

ESERVE  
CITATION

To: SAVANNAH AT LAKEVIEW HOLDINGS, LLC  
SERVING REGISTERED AGENT ROWLETT HOUSING FINANCE CORPORATION  
4113 MAIN ST., SUITE 105  
ROWLETT, TEXAS 75088

No.: DC-22-09497

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org. Your answer should be addressed to the clerk of the **95th District Court** at 600 Commerce Street, Dallas, Texas 75202.

ASSOCIATED ROCK CONCEPTS INC  
vs.  
RISE RESIDENTIAL CONSTRUCTION  
LAKEVIEW LLC, et al

ISSUED  
on this the 19th day of August, 2022

Said Plaintiff being **ASSOCIATED ROCK CONCEPTS INC**

FELICIA PITRE  
Clerk District Courts,  
Dallas County, Texas

Filed in said Court **3rd day of August, 2022** against

**RISE RESIDENTIAL CONSTRUCTION LAKEVIEW, LLC, SAVANNAH AT LAKEVIEW HOLDINGS, LLC, SAVANNAH AT LAKEVIEW CONTRACTOR, LLC, TX LAKEVIEW SENIORS, LP AND SONOMA HOUSING ADVISORS, LLC**

By: KARI MALONE, Deputy

For Suit, said suit being numbered DC-22-09497, the nature of which demand is as follows:  
Suit on **CNTR CNSMR COM DEBT** etc. as shown on said petition, a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

Attorney for Plaintiff  
ELLEN M GERSON  
GORDON & RESS LLP  
1900 WEST LOOP SOUTH SUITE 1000  
HOUSTON TX 77027  
713-961-3366  
[tagtmeier@litchfieldcavo.com](mailto:tagtmeier@litchfieldcavo.com)  
DALLAS COUNTY  
SERVICE FEES  
NOT PAID

WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.  
Given under my hand and the Seal of said Court at office **on this the 19th day of August, 2022**

ATTEST: FELICIA PITRE,  
Clerk of the District Courts of Dallas County, Texas

By Kari Malone, Deputy  
KARI MALONE





OFFICER'S RETURN

Cause No. DC-22-09497

Court No.: 95th District Court

Style: ASSOCIATED ROCK CONCEPTS INC

vs.

RISE RESIDENTIAL CONSTRUCTION LAKEVIEW LLC, et al

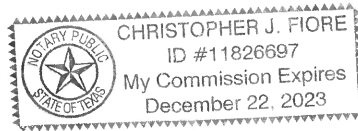
Came to hand on the 22 day of August, 20 22, at 8 o'clock 19 .M.  
Executed at 4113 Main St. #105 Rowlett Tx 75088, within the County of Dallas at  
11:05 o'clock A .M. on the 22 day of August, 20 22,  
by delivering to the within named  
Savannah AT Lakeview Holdings, LLC By Delivering to its Registered Agent at  
Rowlett Housing Finance Corp Rick Sheffield

each, in person, a true copy of this Citation together with the accompanying copy of this pleading, having first endorsed on same date of delivery. The distance actually traveled by me in serving such process was \_\_\_\_\_ miles and my fees are as follows: To certify which witness my hand.

For serving Citation \$ \_\_\_\_\_ Marion Vincent *M Vincent* 18405 5-31-24  
For mileage \$ \_\_\_\_\_ of Dallas County, Texas  
For Notary \$ \_\_\_\_\_ By \_\_\_\_\_ Deputy

(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said Marion Vincent before me this 22<sup>nd</sup> day of AUG,  
20 22, to certify which witness my hand and seal of office.



Notary Public [Signature] County Dallas

DC-22-16870

CAUSE NO. \_\_\_\_\_

CERTAIN UNDERWRITERS AT	§	IN THE DISTRICT COURT OF
LLOYD’S OF LONDON SUBSCRIBING	§	
TO CERTIFICATE NO. AMR-61796;	§	
INDIAN HARBOR INSURANCE	§	
COMPANY, Policy NO. AMP7533963-00;	§	
QBE SPECIALTY INSURANCE	§	
COPANY, Policy No. MSP-25578;	§	
GENERAL SECURITY INDEMNITY	§	
COMPANY OF ARIZONA, Policy No	§	
10T029659-09190-17-00; UNITED	§	
SPECIALTY INSURANCE COMPANY,	§	
Policy No. USI-22229-00; LEXINGTON	§	
INSURANCE COMPANY, Policy No.	§	101st
LEX-014711786-00; OLD REPUBLIC	§	
UNION INSURANCE COMPANY, Policy	§	
No. ORAMPRO003382-00, collectively as	§	_____ JUDICIAL DISTRICT
subrogees of SAVANNAH AT	§	
LAKEVIEW, LP	§	
	§	
Plaintiffs,	§	
	§	
v.	§	
	§	
STANDARD UTILITY CONSTRUCTION,	§	
INC., PRIMORIS SERVICES	§	
CORPORATION, PRIMORIS T&D	§	
SERVICES, LLC, and CER ELECTRICAL	§	
SERVICES, LLC.	§	
Defendants.	§	DALLAS COUNTY, TEXAS

**PLAINTIFFS’ ORIGINAL PETITION**

COME NOW, Plaintiffs CERTAIN UNDERWRITERS AT LLOYD’S OF LONDON, INDIAN HARBOR INSURANCE COMPANY, QBE SPECIALTY INSURANCE COMPANY, GENERAL SECURITY INDEMNITY COMPANY OF ARIZONA, UNITED SPECIALTY INSURANCE COMPANY, LEXINGTON INSURANCE COMPANY, OLD REPUBLIC UNION INSURANCE COMPANY (collectively referred to herein as “Plaintiffs”) and collectively as subrogees of SAVNNAH AT LAKEVIEW, LP and file this their Original Petition

complaining of Defendants STANDARD UTILITY CONSTRUCTION, INC.; PRIMORIS SERVICES CORPORATION; PRIMORIS T&D SERVICES, LLC; and CER ELECTRICAL SERVICES, LLC and for their causes of action would respectfully show unto the Court as follows:

**I.  
DISCOVERY PLAN**

1. Pursuant to Rule 190 of the Texas Rules of Civil Procedure, Plaintiffs hereby give notice to the Court and all parties concerned that discovery in the above matter will be conducted under Level 3 of this Rule.

**II.  
PARTIES**

2. Plaintiffs are a group of foreign and domestic insurers insuring Savannah at Lakeview, LP. At all times material hereto, Plaintiffs had in full force and effect an All-Risk Builder's Risk Insurance Policy insuring the interests of Savannah at Lakeview LP, as owner of the senior residential apartment complex located at 7420 Lakeview Parkway, Rowlett, TX 75088 ("Savannah at Lakeview"), against damage. Plaintiffs are identified by their Names and Policy Nos. as follows:

- a) Certain Underwriters at Lloyd's, London, Certificate No. AMR-61796 is an insurance company incorporated in United Kingdom, with its principle place of business of 1 Lime Street, London, EC3M 7HA and is authorized to do business in the state of Texas;
- b) Indian Harbor Insurance Company, Policy No. AMP7533963-00 is an insurance company incorporated in State of Delaware, with its principal place of business of 70 Seaview Avenue, Suite 1, Stamford, CT, and is authorized to do business in the State of Texas.
- c) QBE Specialty Insurance Company, MSP-25578 is an insurance company incorporated in North Dakota, with its principal place of business in One QBE Way, Sun Prairie, WI and is authorized to do business in the State of Texas;
- d) General Security Indemnity Company of Arizona, Policy No. 10T029659-09190-17-00 is an insurance company incorporated in the State of Arizona, with its principal place of business of 28 Liberty Steet, Suite 5400, New York, NY 10005 and is authorized to do business in the State of Texas;

- e) United Specialty Insurance Company, Policy No. USI-22229-00, is an insurance company incorporated in the State of Delaware, with its principal place of business of 1900 L. Don Dodson, Bedford, Texas 76021 and is authorized to do business in the State of Texas.
- f) Lexington Insurance Company, Policy No. LEX-014711786-00 is an insurance company incorporated in the State of Delaware, with a principal place of business of 100 Summer Street, Boston, Massachusetts and is authorized to do business in the State of Texas;
- g) Old Republic Union Insurance Company, Policy No. ORAMPRO003382-00 is an insurance company incorporated in the State of Illinois, with its principal place of business of 307 North Michigan Avenue, Chicago, IL 60601, and is authorized to do business in the State of Texas.

Plaintiffs are real parties in interest having made payments to Savannah at Lakeview pursuant to the identified policies of insurance. Plaintiffs are legally, contractually, conventionally and/or equitably subrogated to the rights of their insured, Savannah at Lakeview, to the extent of their payments.

3. Defendant STANDARD UTILITY CONSTRUCTION, INC. (“Standard Utility”) is a company duly formed and existing under the laws of the state of Texas, with its principal business address located at 2630 West Fwy., Suite 200, Fort Worth, TX 76102. Defendant Standard Utility may be served with process by serving its registered agent, as follows:

STANDARD UTILITY CONSTRUCTION, INC.  
c/o John D. Fraser  
2500 Dallas Parkway, Suite 600  
Plano, TX 75093

Plaintiffs request that a Citation be issued.

4. Defendant PRIMORIS SERVICES CORPORATION, is a company duly formed and existing under the laws of the state of Delaware, with its principal place of business at 26000 Commercentre Drive, Lake Forrest, California, and is authorized to do business in the state of Texas. Primoris Services Corporation may be served with process by serving its registered agent, as follows:

PRIMORIS SERVICES CORPORATION  
c/o Corporation Service Company d/b/a CSC-Lawyers Inco  
211 E. 7<sup>th</sup> Street, Suite 620  
Austin, TX 78701

Plaintiffs request that a Citation be issued.

5. Defendant PRIMORIS T&D SERVICES, LLC, is a limited liability corporation duly formed and existing under the laws of the state of Delaware, with its principal place of business at 26000 Commercentre Drive, Lake Forrest, California, and is authorized to do business in the state of Texas. Primoris T&D Services, LLC may be served with process by serving its registered agent, as follows:

PRIMORIS T&D SERVICES, LLC  
c/o Corporation Service Company d/b/a CSC-Lawyers Inco  
211 E. 7<sup>th</sup> Street, Suite 620  
Austin, TX 78701

Plaintiffs request that a Citation be issued. Primoris Services Corporation and Primoris T&D Services, LLC are hereby collectively referred to as Primoris.

6. Defendant CER ELECTRICAL SERVICES, LLC, is a limited liability corporation duly formed and existing under the laws of the state of Texas, with its principal place of business at 806 Padre Court, Grand Prairie, Texas 75052, and is authorized to do business in the state of Texas. CER Electric Services, LLC may be served with process by serving its registered agent, as follows:

CER ELECTRICAL SERVICES, LLC  
By and through its Registered Agent, Marlene A. Vargas  
806 Padre Court  
Grand Prairie, Texas 75052

Plaintiffs request that a Citation be issued.

### **III. JURISDICTION AND VENUE**

7. This Court has jurisdiction over this cause of action because the amount in controversy, exclusive of interest and costs, exceeds the jurisdictional threshold of this Court.

8. Venue is proper in Dallas County, Texas pursuant to 15.002(a)(1) of the Tex. Civ. Prac. & Rem. Code, because the events giving rise to this claim occurred in Dallas County, Texas and the property that was damaged as a result of the fires that is the subject of this lawsuit is located in Dallas County, Texas.

9. Plaintiffs would show that they have incurred damages in excess of the minimum jurisdictional limits of this Court. Although Plaintiffs' damages are still being incurred, Plaintiffs would nevertheless show that Plaintiffs have paid to date \$4,777,063.35 for Building #2 and \$73,253.36 for the Clubhouse for the damages suffered including, but are not limited to, damages to real property, construction delays and financing costs, and business interruption. Plaintiffs anticipate the total damages will be in excess of \$6,999,935.99 as a result of Defendants' negligent acts and/or omissions.

#### **IV. BACKGROUND**

10. At all relevant times, Savannah at Lakeview LP, was the owner of the project and buildings known as Savannah at Lakeview, 7420 Lakeview Parkway, Rowlett, TX 75088, a senior residential apartment complex.

11. Savannah at Lakeview is a 4-story residential apartment complex comprised of 3 separate buildings, an office building, and a clubhouse. Building No. 2 consists of 88 residential units.

12. Oncor is an electric utility engaged in the transmission and distribution of electricity wholly within the State of Texas and is the electric utility provider for Savannah at Lakeview.

13. Defendants Primoris and Standard Utility are subcontractors of Oncor who provide installation, maintenance, metering, and repair services for Oncor's electrical distribution systems, electrical transmission systems, and electrical substations.

14. Upon information and belief, Oncor engaged Primoris and/or Standard Utility to install pad mounted transformers; terminate underground service and secondary wires at the pad mounted transformers; install primary metering equipment in the pad mounted transformers; install temporary and permanent electric meters; and/or energize the pad mounted transformers servicing the Savannah at Lakeview.

15. Oncor is responsible for the installation, operation, metering, and maintenance of all electric lines and equipment on Oncor's side of the Point of Interconnection and only personnel or subcontractors hired by Oncor are authorized or permitted to make, energize, or de-energize connections to Oncor's equipment and facilities, including but not limited to Oncor's pad mounted transformers.

16. Upon information and belief, Oncor engaged Primoris and/or Standard Utility, prior to the fire made the basis of this lawsuit, to terminate underground service and secondary wires and make electrical connections at the secondary bushings of Oncor's pad mounted Transformer 2019199 (servicing the Clubhouse) and Transformer 2018705 (servicing Building No. 2) at the Savannah at Lakeview.

17. Primoris and/or Standard Utility, prior to the fire made the basis of this lawsuit, did terminate the underground service and secondary wires and make electrical connections at the secondary bushings of Oncor's pad mounted Transformer 2019199 (servicing the Clubhouse) and Transformer 2018705 (servicing Building No. 2) at the Savannah at Lakeview.

18. CER Electrical Services was the electrician of record for the Savannah at Lakeview project. CER Electrical Services was responsible for providing a complete Electrical System per the project plans and specifications and was responsible for all electrical work installation beyond Oncor's Point of Interconnection which included, but was not limited to, termination of the



conductors in the 3-phase electrical service fuse panel servicing the Clubhouse and Building No. 2's elevator at the Savannah at Lakeview.

19. On or about December 11, 2020, Standard Utility employees opened Transformer 2019199 (Clubhouse) and Transformer 2018705 (Building No. 2) at the Savannah at Lakeview to install primary metering equipment. At which time, it is believed that they disconnected, reoriented, reconfigured, and then reconnected various secondary wires at different bushings in Transformer 2019199 (Clubhouse) and Transformer 2018705 (Building No. 2); installed primary metering equipment; energized the transformers; and then left the project.

20. On December 12, 2020, at approximately 7:30 p.m. the Rowlett Fire Department responded to a structural fire at the Savannah at Lakeview Clubhouse.

21. On December 13, 2020, at approximately 10:15 a.m. The Rowlett Fire Department responded to a second fire at Savannah at Lakeview Building #2 which fire resulted in major damage to the building, including a partial collapse of the building.

22. A post fire investigation was performed by Fire Marshal Thomas Cooper of the Rowlett Fire Department.

23. On December 17, 2020, Fire Marshal Thomas Cooper of the Rowlett Fire Department issued a written report in which he concluded as follows:

- a) The cause of the fire in the Clubhouse and Building #2 was determined to be electrical caused by the improper connection of the neutral/grounding portion of the 3-phase system either in fuse panel on the building or the transformer.
- b) Since there is no thermal protection of the grounding systems to the building the wires could overheat to the point of failure.

- c) The unprotected electrical components heated the surrounding structural members in the wall and floor cavities to the point of ignition.

24. Post loss, Plaintiffs engaged their own experts to investigate the fires made the basis of this claim. With respect to the Clubhouse, Plaintiffs' experts determined that:

- a) The Clubhouse fire originated in the wall cavity behind the breaker panel located inside the structure as well as the wall cavity behind the 3-phase electrical service fuse panel located on the outside of the building.
- b) The ground wire from the outside fuse panel to the inside breaker panel showed evidence of overheating.
- c) There was also fire damage around the immediate area of the ground wire the full length of the wire from the fuse panel to the breaker panel.
- d) The fire spread in the interstitial wall resulting in moderate fire, smoke, and soot damage.
- e) The fire in the Clubhouse improper termination of the neutral/grounding portion of the 3-phase system either in fuse panel on the building or the transformer.
- f) The neutral/ground to the building was incorrectly connected to one of the primary feeds from the transformer (white connected to neutral on building, white connected to primary in transformer) which energized several neutral and grounding components in both buildings.
- g) When the transformers were energized it caused the neutral and ground components to heat and arc.

- h) Evidence of heating and arcing on the neutral and ground components was found in the area of origin identified for both fires.

With respect to the Building No. 2, Plaintiffs' experts determined that:

- i) The area of origin of the fire is the area adjacent to the breeze way in the center of the building with the primary fire damage being in the 3rd and 4th floor storage rooms on the east side of the structure.
- j) The outdoor electrical components confirm that Building No. 2 was equipped with a single-phase electrical system with each unit being on its own meter and circuits.
- k) The building was also equipped with a 3-phase electrical system that was exclusive to the elevator controls.
- l) The single-phase system appeared to be intact with no evidence of arcing or overheating at the primary feed and meter bases.
- m) The 3-phase electrical system's fuse panel on the exterior of the structure did not have damage, but the neutral wire connected to that panel was found to have arcing at several locations in the interior of the structure.
- n) The arcing on the 3-phase electrical system's neutral wire is believed to be the ignition source for the fire.

25. The neutral is not designed to carry current in this fashion and should have never been energized.

26. Once the neutral became energized, it energized all conductive pathways to ground.

27. Unlike the other conductors in your typical electrical system, the neutral has no circuit breaker (nor is one required) that will disconnect the neutral in the event of a failure.

28. Because the current flow was only restricted by the impedance of the transformer and the available fault current, it effectively overloaded the neutral conductors in a manner that caused them to overheat, burn the insulation, and – where non-metallic cables were used – damage the cable sheathing. Additionally, due to their size and respective current carrying capacity, the structural grounding electrode conductors, and their respective electrode, carried significant electrical current, which caused damage to Building No. 2 and the Clubhouse.

29. At the time of the December 12, 2022, and December 13, 2020, fires, the Savannah at Lakeview Project was not yet complete. Plaintiffs would show that the fires caused extensive physical damage to Building No. 2 and the Clubhouse which required repair, and which resulted in significant project delays. As a result, Plaintiffs claim additional time expense for delays in completion of the construction.

30. Defendants' negligent acts and/or omissions caused the fires and resulted in physical damage to Building No. 2 and the Clubhouse and consequential damages, in an amount in excess of \$6,999,935.99.

31. Savannah at Lakeview made a claim to Underwriters under its property insurance policy for damages arising from the fires, which include property damage and business interruption. Underwriters have made payments and continue to make payments, as of the filing of this lawsuit, to and/or on behalf of Savannah at Lakeview for covered damages arising from the Incidents. To the extent of payments made by or to be made by Plaintiffs for such damages, Plaintiffs are legally and equitably subrogated to the rights of Savannah at Lakeview to pursue recovery of damages against Defendants.

**V.**  
**CAUSES OF ACTION AGAINST DEFENDANTS**  
**PRIMORIS AND STANDARD UTILITY**

32. Plaintiffs restate and re-allege the foregoing paragraphs as if fully set forth verbatim, and would further show the Court the following:

**A. Negligence**

33. Electrical construction and maintenance services are recognized as involving dangerous and hazardous conditions, which require a higher standard of care for persons working in the industry.

34. At all times material hereto, Primoris and Standard Utility owed a duty to Plaintiffs' insured to exercise reasonable care in the performance their scope of work at Savannah at Lakeview.

41. As the chosen subcontractors of Oncor, Primoris and Standard Utility had or should have had specialized knowledge of electrical construction, overhead and underground power distribution, as well as the proper, safe, and accepted methods for labeling the conductors and making proper connections on Oncor's side of the Point of Interconnection.

42. Primoris and Standard Utility knew and/or should have known the proper, safe, and accepted methods for labeling the conductors and making all final electrical connections at the transformer secondary bushings on Oncor's side of the Point of Interconnection.

43. Primoris and/or Standard Utility knew or should have known that the manner and method used to label and connect the various conductors at the transformer secondary bushings could result in a cross-connection that would create an unreasonably dangerous and hazardous condition that would result in a ground-fault and damage to the insured's buildings.

44. Primoris and/or Standard Utility were in a position to identify, mitigate and/or correct the conditions described herein, but failed to do so.

45. Primoris and/or Standard Utility owed a duty to exercise reasonable care, to perform their work with reasonable care and skill, and to act with reasonable skill and diligence in performing its services so as not to injure persons or property.

46. Primoris and/or Standard Utility had a duty and breached their duty by failing to take reasonable steps to avoid and/or prevent damage to the buildings at Savannah at Lakeview resulting from their improper labeling and/or connection of the neutral and phase conductors at the transformer secondary bushings and/or by failing to observe and recognize that the conductors were improperly labeled and/or connected, and by failing to warn or otherwise correct the labeling and/or connections before the transformer was energized.

47. Primoris and/or Standard Utility breached these duties in one or more of the following ways:

- a. Failing to perform their scope of work in a safe and competent manner, and in compliance with all applicable codes, regulations, and industry standards;
- b. Failing to exercise reasonable care in labeling the conductors between the transformer secondary bushings and the secondary service enclosure;
- c. Failing to make proper connections at the transformer secondary bushings;
- d. Failing to inspect the labeling and test the connections made at the transformer secondary bushings to ensure that all connections were proper, safe, and ready to receive electricity;
- e. Failing to use an ohm meter, Megger, or continuity tester to check the connections for short circuits, ground faults, or any connections to ground which would have immediately revealed the existence of a cross-connection that could have been remedied without damage to the buildings;
- f. Performing work in such a manner as to unreasonably subject the buildings to risk of electrical damage;
- g. Failing to hire competent, qualified and adequately trained employees, contractors, and/or subcontractors to perform electrical work, label the conductors and make the connections at the secondary bushings to deliver electricity to the buildings at Savannah at Lakeview;
- h. Failing to properly train and supervise their personnel, employees, contractors and independent contractors to ensure that all work was performed safely and correctly;
- i. Failing to consider, appreciate and take appropriate precautionary action to avoid dangerous conditions that present an unreasonable risk of injury, harm or damage to persons or property;

j. Failing to act as a reasonably prudent utility subcontractor would have acted under the same or similar circumstances; and

k. Otherwise failing to use due care under the circumstances.

48. Each of the above-referenced acts and omissions, separately and/or in combination with others, constitutes negligence on the part of Defendant Primoris and/or Standard Utility and is a direct and proximate cause of the fires and damages suffered by Plaintiffs, which are in excess of the minimum jurisdictional limits of this Court.

**B. Negligence Per Se**

49. The work performed by Defendants Primoris and Standard Utility at Savannah at Lakeview was inherently dangerous.

50. Defendants Primoris and Standard Utility were required to perform work in accordance and in conformance with the National Electric Safety Code and all applicable codes and ordinances which were established to protect persons and property and to promote public safety.

51. Defendants' improper labeling and/or improper connection of the conductors at the transformer secondary bushings violated safety laws that were in place to prevent the very event and damage that occurred at Savannah at Lakeview.

52. The fires and Plaintiffs' resultant damages were caused by Defendants' violation of those laws.

**VI.**

**CAUSES OF ACTION AGAINST DEFENDANT CER ELECTRICAL SERVICES**

53. Plaintiffs restate and re-allege the foregoing paragraphs as if fully set forth verbatim, and would further show the Court the following:

**A. Negligence**

54. Electrical construction and maintenance services are recognized as involving dangerous and hazardous conditions, which require a higher standard of care for persons working in the industry.

55. At all times material hereto, CER Electrical Services owed a duty to Plaintiffs' insured to exercise reasonable care in the performance its scope of work at Savannah at Lakeview.

56. CER Electrical Services knew and/or should have known the proper, safe, and accepted methods for labeling the conductors and making all final electrical connections at the 3-phase electrical service fuse panels servicing the Clubhouse and Building No. 2's elevator.

57. CER Electrical Services knew or should have known that the manner in which it connected the various conductors at the 3-phase electrical service fuse panel could result in a cross-connection that would create an unreasonably dangerous and hazardous condition that would result in a ground-fault and damage to the insured's buildings.

58. CER Electrical Services was in a position to identify, mitigate and/or correct the conditions described herein, but failed to do so.

59. CER Electrical Services owed a duty to exercise reasonable care, to perform its work with reasonable care and skill, and to act with reasonable skill and diligence in performing its services so as not to injure persons or property.

60. CER Electrical Services breached its duty by failing to take reasonable steps to avoid and/or prevent damage to the buildings at Savannah at Lakeview resulting from their improper labeling and/or connection of the neutral and phase conductors at the 3-phase electrical service fuse panels servicing the Clubhouse and Building No. 2's elevator and/or by failing to observe and recognize that the conductors were improperly labeled and/or connected, and by failing to warn or otherwise correct the labeling and/or connections before the transformer was energized.

61. CER Electrical Services breached its duty in one or more of the following ways:

- a. Failing to perform their scope of work in a safe and competent manner, and in compliance with all applicable codes, regulations, and industry standards;
- b. Failing to exercise reasonable care in identifying the colors used to identify the conductors in the transformer to ensure that they were landed correctly in the fuse panels;



- c. Failing to make proper connections at the 3-phase electrical service fuse panels servicing the Clubhouse and Building No. 2's elevator;
- d. Failing to inspect the labeling and test the connections made at the 3-phase electrical service fuse panels servicing the Clubhouse and Building No. 2's elevator to ensure that all connections were proper, safe, and ready to receive electricity;
- e. Failing to use an ohm meter, Megger, or continuity tester to check the connections for short circuits, ground faults, or any connections to ground which would have immediately revealed the existence of a cross-connection that could have been remedied without damage to the buildings;
- f. Performing work in such a manner as to unreasonably subject the buildings to risk of electrical damage;
- g. Failing to hire competent, qualified and adequately trained employees, contractors, and/or subcontractors to perform electrical work, label the conductors and make the connections at the 3-phase electrical service fuse panels servicing the Clubhouse and Building No. 2's elevator;
- h. Failing to properly train and supervise their personnel, employees, contractors and independent contractors to ensure that all work was performed safely and correctly;
- i. Failing to consider, appreciate and take appropriate precautionary action to avoid dangerous conditions that present an unreasonable risk of injury, harm or damage to persons or property;
- j. Failing to act as a reasonably prudent utility subcontractor would have acted under the same or similar circumstances; and
- k. Otherwise failing to use due care under the circumstances.

62. Each of the above-referenced acts and omissions, separately and/or in combination with others, constitutes negligence on the part of Defendant CER Electrical Services and is a direct and proximate cause of the fires and resulting damages suffered by Plaintiffs, which are in excess of the minimum jurisdictional limits of this Court.

## **VII. RESERVATION OF RIGHTS**

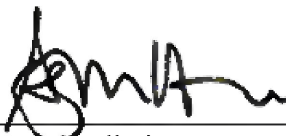
63. Plaintiffs specifically reserve the right to bring additional causes of action against Defendants and to amend this Petition as necessary.

**PRAYER**

WHEREFORE PREMISES CONSIDERED, Plaintiffs respectfully request that upon final hearing, the Court enter a Judgment against Defendants, STANDARD UTILITY CONSTRUCTION, INC., PRIMORIS UTILITY SERVICES, LLC, PRIMORIS T&D SERVICES, LLC, and CER ELECTRICAL SERVICES, LLC, and in favor of Plaintiffs for a sum in the amount of Plaintiffs' actual damages, along with prejudgment interest at the legal rate, post-judgment interest at the legal rate, court costs, and such other and further relief, both at law and in equity, to which Plaintiffs may be justly entitled.

Respectfully submitted,

**COZEN O'CONNOR**

By: 

Stephen M. Halbeisen  
State Bar No. 00795837  
Marcos Hazan-Cohen  
State Bar No. 24012807  
1717 Main Street, Suite 3100  
Dallas, Texas 75201  
Telephone: (214) 462-3000  
Fax: (214) 462-3299  
Email: [shalbeisen@cozen.com](mailto:shalbeisen@cozen.com)  
Email: [mhcohen@cozen.com](mailto:mhcohen@cozen.com)

**ATTORNEYS FOR PLAINTIFFS**

### Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Kelly Cavin on behalf of Stephen Halbeisen  
Bar No. 00795837  
kcavin@cozen.com  
Envelope ID: 70799735  
Status as of 12/9/2022 11:02 AM CST

#### Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Stephen MHalbeisen		shalbeisen@cozen.com	12/7/2022 4:03:50 PM	SENT
Marcos Hazan-Cohen		mhcohen@cozen.com	12/7/2022 4:03:50 PM	SENT
Amanda ReneeYoung		ayoung@cozen.com	12/7/2022 4:03:50 PM	SENT
Kelly Cavin		kcavin@cozen.com	12/7/2022 4:03:50 PM	SENT

CAUSE NO. DC-22-16947

SAVANNAH AT LAKEVIEW, LP; AND	§	IN THE DISTRICT COURT
RISE RESIDENTIAL CONSTRUCTION, LP,	§	
	§	
Plaintiffs,	§	
	§	
vs.	§	
	§	DALLAS COUNTY, TEXAS
ONCOR ELECTRIC DELIVERY	§	
COMPANY LLC; TEXAS STATE	§	
UTILITIES, LLC; STANDARD UTILITY	§	
CONSTRUCTION, INC.; PRIMORIS	§	
SERVICES CORPORATION; and	§	
PRIMORIS T&D SERVICES, LLC,	§	
	§	
Defendants.	§	68th JUDICIAL DISTRICT

**PLAINTIFFS’ FIRST AMENDED PETITION**

Plaintiffs Savannah at Lakeview, LP (“Savannah at Lakeview”) and RISE Residential Construction, LP (“RISE”) (Savannah at Lakeview and RISE are collectively, “Lakeview” or “Plaintiffs”), file this First Amended Petition against Defendants Oncor Electric Delivery Company LLC (“Oncor”), Texas State Utilities, LLC (“TSU”), Standard Utility Construction, Inc. (“Standard Utility”), Primoris Services Corporation (“Primoris”), and Primoris T&D Services, LLC (“Primoris T&D”) (collectively “Defendants”). In support, Plaintiffs respectfully provide the following:

**DISCOVERY CONTROL PLAN**

1. Plaintiffs intend to conduct discovery in this litigation under Level 3 pursuant to TEXAS RULES OF CIVIL PROCEDURE 190.4.

**PARTIES**

2. Plaintiff Savannah at Lakeview, LP is a domestic limited partnership with its principal place of business located in Dallas County, Texas.

3. Plaintiff RISE Residential Construction, LP is a domestic limited partnership with its principal place of business in Dallas County, Texas.

4. Defendant Oncor Electric Delivery Company LLC is a foreign limited liability company organized and existing under the law of the State of Delaware and maintains its principal place of business in Dallas County, Texas. Oncor may be served through its Texas registered agent, CT Corporation System, 1999 Bryan St., Ste. 900, Dallas, Texas 75201 or wherever it may be found. Defendant Oncor has appeared and filed an answer in this lawsuit through its counsel of record, Mr. John C. Stewart, Oncor Electric Deliver Company LLC, 777 Main Street, Suite 747, Fort Worth, Texas 76101-0970.

5. Defendant Texas State Utilities, LLC is a Texas limited liability company organized and existing under the laws of Texas and maintains its principal place of business in Tarrant County, Texas. TSU may be served through its registered agent, Corporation Service Company d/b/a CSC – Lawyers Incorporating Service Company at 211 E. 7<sup>th</sup> Street, Suite 620, Austin, Texas 78701-3218 or wherever it may be found.

6. Defendant Standard Utility Construction, Inc. is a Texas corporation organized and existing under the laws of Texas and maintains its principal place of business in Tarrant County, Texas. Standard Utility may be served through its registered agent, John D. Fraser at 2500 Dallas Parkway, Suite 600, Plano, Texas 75093 or wherever it may be found. Defendant Standard Utility has appeared and filed an answer in this lawsuit through its counsel of record, Mr. Michael A. Miller, Miller Knauff Law Firm, 12221 Merit Drive, Suite 1210, Dallas, Texas 75251.

7. Defendant Primoris Services Corporation is a company duly formed and existing under the laws of Delaware, with its principal place of business at 26000 Commercentre Drive, Lake Forrest, California and is authorized to do business in the state of Texas. Primoris may be

served with process through its registered agent, Corporation Service Company d/b/a CSC-Lawyers Inco, 211 E. 7<sup>th</sup> Street, Suite 620, Austin, Texas 78701 or wherever it may be found.

8. Defendant Primoris T&D Services, LLC is a limited liability corporation duly formed and existing under the laws of Delaware, with its principal place of business at 26000 Commercentre Drive, Lake Forrest, California and is authorized to do business in the state of Texas. Primoris T&D may be served with process through its registered agent, Corporation Service Company d/b/a CSC-Lawyers Inco, 211 E. 7<sup>th</sup> Street, Suite 620, Austin, Texas 78701 or wherever it may be found.

### **JURISDICTION & VENUE**

9. This Court has general and original jurisdiction for both the subject matter jurisdiction and in personam jurisdiction to adjudicate Plaintiffs' claims which exceed the minimum jurisdiction of this Court.

10. Venue is proper in Dallas County, Texas pursuant to Section 15.002(a)(1) of the TEXAS CIVIL PRACTICE REMEDIES CODE because all or a substantial part of the events or omissions giving rise to the claim occurred in Dallas County, Texas.

### **TEXAS RULES OF CIVIL PROCEDURE RULE 47 STATEMENT**

11. The relief sought in this action is within the jurisdictional limits of this Court. Specifically, in this action, Plaintiffs seek from Defendants monetary relief over \$1,000,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorneys' fees.

### **BACKGROUND FACTS**

12. For over twenty years, RISE has developed multi-family communities and affordable housing across Texas, Oklahoma, New Mexico, and Nevada. In 2018, RISE began construction for a senior independent living community located at 7420 Lakeview Parkway,

Rowlett, Texas 75088 (“Property”), which is owned by Savannah at Lakeview.

13. The Property’s construction was near complete when on or about December 12 and 13, 2020, fires ignited throughout the Property, causing catastrophic loss and extensive damages to Plaintiffs (“Incident”).

14. Defendants at Oncor’s control and direction negligently performed electrical work at the Property.

15. Defendants failed to properly install the wires or connect the transformer at this independent senior living facility which caused the fires.

16. The Rowlett Fire Department’s preliminary investigation report indicated the following in pertinent part:

Oncor energized the 3-phase electrical system on Friday 12/11/2020 at approx. 4pm after the Cities building inspector passed the electrical inspection of the 3-phase portion of the electrical system.

\*\*\*

Investigators determined that the neutral/ground to the building was incorrectly connected to one of the primary feeds from the transformer (white connected to neutral on building, white connected to primary in transformer) resulting in energizing the neutral and grounding components of the building.

Upon examination of the transformer in the Club house fire the same electrical connections were made on both the fuse panel as well as the transformer (white connected to neutral on building, white connected to primary in transformer). The club house did not have installed a single-phase electrical system.

\*\*\*

Preliminary cause of the fire was determined to be electrical caused by the improper connection of the neutral/grounding portion of the 3-phase system either in fuse panel on building or the transformer. Since there is no thermal protection of the grounding systems of the building the wires could overheat to the point of failure. The unprotected electrical components heated the surrounding structural members in the wall and floor cavities to the point of ignition.

17. The fires resulted in catastrophic loss to Plaintiffs who had to repair or replace the

damaged structure, flooring, ceiling, walls, drywall, interior trim, appliance, plumbing, electrical fixtures, cabinetry, and countertops, among other items.

18. Plaintiffs have incurred substantial costs to mitigate further damages and to restore the senior living facility back to its pre-loss state. Plaintiffs have also incurred substantial damages due to the ongoing delay in completion of the Property due to the fires. In addition, Defendants' negligence has impacted hundreds of economically disadvantaged senior citizens waiting on housing at the Property.

19. Plaintiffs estimate their damages to be more than \$13 million, and they continue to accrue. On October 26, 2022, Plaintiffs sent a demand to Oncor encouraging them to pay Plaintiffs for the damages they incurred. To date, Oncor has not responded to Plaintiffs' demand.

### **CAUSES OF ACTION**

#### **A. All of Defendants' negligence.**

20. Plaintiffs reiterate and adopt each and every statement in the foregoing paragraphs as if set forth fully here.

21. Defendants owed Plaintiffs a legal duty to use reasonable care while working on the Property's electrical system and while connecting the Property's transformer.

22. Defendants breached this duty by failing to properly connect the Property's transformer resulting in the fires that occurred on or about December 12 and 13, 2020.

23. Defendants' negligence has caused Plaintiffs' injuries because Plaintiffs have had to repair the damage to senior living facility. Plaintiffs have also been harmed by the loss of rental income, delay damages, and all other financial impacts caused by the fires.

24. Plaintiffs are entitled to their actual damages (both direct and indirect), prejudgment and post judgment interest, court costs, and attorneys' fees.



**B. Oncor's Breach of Contract.**

25. Plaintiffs reiterate and adopt each and every statement in the foregoing paragraphs as if set forth fully here.

26. On information and belief, Plaintiffs and Oncor had a valid enforceable contract, namely a service agreement where Oncor agreed to properly install the equipment and network that would deliver electricity to Plaintiffs' Property.

27. On information and belief, Plaintiffs are proper parties to bring suit for breach of the contract.

28. On information and belief, Plaintiffs performed, tendered performance, and/or were excused from performing their contractual obligations.

29. Oncor breached its contractual obligations by failing to properly connect and install the electric distribution network that delivers electricity to Plaintiffs' Property which resulted in the December 12 and 13 fires mentioned above.

30. Oncor's breaches have caused Plaintiffs' injuries which include Plaintiffs' costs to mitigate further damages, to repair and replace the damaged structures, Plaintiffs' loss of rental income, delay damages, and all other financial impacts caused by the fires.

31. Plaintiffs are entitled to their actual damages (both direct and indirect), interest, costs, and attorney's fees.

**CONDITIONS PRECEDENT**

32. Plaintiffs reiterate and adopt each and every statement in the foregoing paragraphs as if set forth fully here.

33. All conditions precedent to Plaintiffs' recovery against Defendants have been fully performed, occurred, or have been waived.

**ATTORNEYS' FEES**

34. Plaintiffs reiterate and adopt each and every statement in the foregoing paragraphs as if set forth fully here.

35. As a result of Defendants' wrongful conduct and breaches, Plaintiffs retained the undersigned counsel to assist in seeking recovery for Plaintiffs' claims, including the filing of this Petition and any further amended or supplemental petitions. Plaintiffs have incurred and will incur attorneys' fees and costs in bringing this action.

36. Pursuant to Chapter 38 of the Texas Civil Practice and Remedies Code, Plaintiffs are entitled to recover reasonable and necessary attorneys' fees incurred in the prosecution of their claims against Oncor for breach of a written contract.

**RULE 193.7 NOTICE**

37. Pursuant to Rule 193.7 of the Texas Rules of Civil Procedure, Plaintiffs hereby give actual notice to Defendants that any and all documents produced in discovery may be used against Defendants at any pretrial proceeding and/or at the trial of this matter without the necessity of authenticating the documents.

**REQUIRED DISCLOSURES**

38. Plaintiffs remind the Defendants to comply with the provisions of Rule 194 of the Texas Rules of Civil Procedure: Required Disclosures.

**JURY TRIAL**

39. Plaintiffs request a jury trial and will tender the applicable jury fee.

**PRAYER**

Based on the foregoing, Plaintiffs Savannah at Lakeview, LP and RISE Residential Construction, LP, respectfully request that the Court grant the following requested relief:

- a. Defendants be cited to appear and answer the allegations contained in this petition;
- b. Plaintiffs be awarded the entirety of their actual (direct, indirect and/or consequential) damages, prejudgment and post judgment interest, and costs;
- c. Plaintiffs be awarded their actual attorneys' fees and reasonable costs incurred as a result of having to file this action; and
- d. Plaintiffs be granted any and all other relief, special or general, legal or equitable, as they may show themselves to be justly entitled to receive.

Respectfully submitted,

**MUNSCH HARDT KOPF & HARR, P.C.**

By: /s/ Justin K. Ratley

Justin K. Ratley  
State Bar No. 24093011  
jratley@munsch.com  
700 Milam Street, Suite 800  
Houston, Texas 77002  
Telephone: (713) 222-1470

AND

Logan Adcock  
State Bar No. 24092016  
ladock@munsch.com  
Caitlin W. Roberts  
State Bar No. 24102942  
croberts@munsch.com  
500 N. Akard Street, Suite 3800  
Dallas, Texas 75201  
Telephone: (214) 855-7500

**ATTORNEYS FOR PLAINTIFFS**

**CERTIFICATE OF SERVICE**

I certify that a true and correct copy of the foregoing was served on all known counsel of record as indicated below on the 6<sup>th</sup> day of March, 2023.

John C. Stewart  
Daniel G. Altman  
Oncor Electric Delivery Company LLC  
777 Main Street, Suite 747  
P.O. Box 970  
Fort Worth, Texas 76101-0970  
john.stewart@oncor.com  
*Counsel for Defendant, Oncor Electric Delivery Company LLC*

Michael A. Miller  
Chris Cude  
Miller Knauff Law Firm  
Three Forest Plaza  
12221 Merit Drive, Suite 1210  
Dallas, Texas 75251  
mmiller@mklawpc.com  
ccude@mklawpc.com  
*Counsel for Defendant, Standard Utility Construction, Inc.*

*/s/ Justin K. Ratley*  
\_\_\_\_\_  
Justin K. Ratley

### Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Heather Valentine on behalf of Justin Ratley  
Bar No. 24093011  
hvalentine@munsch.com  
Envelope ID: 73358599  
Status as of 3/10/2023 1:03 PM CST

Associated Case Party: ONCOR ELECTRIC DELIVERY COMPANY LLC

Name	BarNumber	Email	TimestampSubmitted	Status
John CStewart		john.stewart@oncor.com	3/6/2023 10:16:00 AM	SENT
Angie Ranton		angela.ranton@oncor.com	3/6/2023 10:16:00 AM	SENT
Diane Hallmark		diane.hallmark@oncor.com	3/6/2023 10:16:00 AM	SENT

#### Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Heather Valentine		hvalentine@munsch.com	3/6/2023 10:16:00 AM	SENT
Justin Ratley		jratley@munsch.com	3/6/2023 10:16:00 AM	SENT
Caitlin Roberts		CRoberts@munsch.com	3/6/2023 10:16:00 AM	SENT
Logan Adcock		LAdcock@munsch.com	3/6/2023 10:16:00 AM	SENT

Associated Case Party: STANDARD UTILITY CONSTRUCTION, INC.

Name	BarNumber	Email	TimestampSubmitted	Status
Michael Miller		mmiller@mklawpc.com	3/6/2023 10:16:00 AM	SENT
Robyn Cruze		rcruze@mklawpc.com	3/6/2023 10:16:00 AM	SENT
Chris Cude		ccude@mklawpc.com	3/6/2023 10:16:00 AM	SENT
Britanie Cruze		bcruze@mklawpc.com	3/6/2023 10:16:00 AM	SENT

Associated Case Party: RISE RESIDENTIAL CONSTRUCTION, LP

Name	BarNumber	Email	TimestampSubmitted	Status
Joanna Walls		JWalls@munsch.com	3/6/2023 10:16:00 AM	SENT

DC-22-16947

CAUSE NO. \_\_\_\_\_

SAVANNAH AT LAKEVIEW, LP; AND	§	IN THE DISTRICT COURT
RISE RESIDENTIAL CONSTRUCTION, LP,	§	
	§	
Plaintiffs,	§	
	§	
vs.	§	DALLAS COUNTY, TEXAS
	§	
ONCOR ELECTRIC DELIVERY	§	
COMPANY LLC; TEXAS STATE	§	
UTILITIES, LLC; AND STANDARD	§	
UTILITY CONSTRUCTION, INC.,	§	
	§	
Defendants.	§	68th _____ JUDICIAL DISTRICT

**PLAINTIFFS’ ORIGINAL PETITION**

Plaintiffs Savannah at Lakeview, LP (“Savannah at Lakeview”) and RISE Residential Construction, LP (“RISE”) (Savannah at Lakeview and RISE are collectively, “Lakeview” or “Plaintiffs”), file this Original Petition against Defendants Oncor Electric Delivery Company LLC (“Oncor”), Texas State Utilities, LLC (“TSU”), and Standard Utility Construction, Inc. (“Standard Utility”) (collectively “Defendants”). In support, Plaintiffs respectfully provide the following:

**DISCOVERY CONTROL PLAN**

1. Plaintiffs intend to conduct discovery in this litigation under Level 3 pursuant to TEXAS RULES OF CIVIL PROCEDURE 190.4.

**PARTIES**

2. Plaintiff Savannah at Lakeview, LP (“Savannah at Lakeview”) is a domestic limited partnership with its principal place of business located in Dallas County, Texas.

3. Plaintiff RISE Residential Construction, LP (“RISE”) is a domestic limited partnership with its principal place of business in Dallas County, Texas.

4. Defendant Oncor Electric Delivery Company LLC (“Oncor”) is a foreign limited liability company organized and existing under the law of the State of Delaware and maintains its

principal place of business in Dallas County, Texas. Oncor may be served through its Texas registered agent, CT Corporation System, 1999 Bryan St., Ste. 900, Dallas, Texas 75201 or wherever it may be found.

5. Defendant Texas State Utilities, LLC (“TSU”) is a Texas limited liability company organized and existing under the laws of Texas and maintains its principal place of business in Tarrant County, Texas. TSU may be served through its registered agent, Corporation Service Company d/b/a CSC – Lawyers Incorporating Service Company at 211 E. 7<sup>th</sup> Street, Suite 620, Austin, Texas 78701-3218 or wherever it may be found.

6. Defendant Standard Utility Construction, Inc. (“Standard Utility”) is a Texas corporation organized and existing under the laws of Texas and maintains its principal place of business in Tarrant County, Texas. Standard Utility may be served through its registered agent, John D. Fraser at 2500 Dallas Parkway, Suite 600, Plano, Texas 75093 or wherever it may be found.

### **JURISDICTION & VENUE**

7. This Court has general and original jurisdiction for both the subject matter jurisdiction and in personam jurisdiction to adjudicate Plaintiffs’ claims which exceed the minimum jurisdiction of this Court.

8. Venue is proper in Dallas County, Texas pursuant to Section 15.002(a)(1) of the TEXAS CIVIL PRACTICE REMEDIES CODE because all or a substantial part of the events or omissions giving rise to the claim occurred in Dallas County, Texas.

### **TEXAS RULES OF CIVIL PROCEDURE RULE 47 STATEMENT**

9. The relief sought in this action is within the jurisdictional limits of this Court. Specifically, in this action, Plaintiffs seek from Defendants monetary relief over \$1,000,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorneys’

fees.

### **BACKGROUND FACTS**

10. For over twenty years, RISE has developed multi-family communities and affordable housing across Texas, Oklahoma, New Mexico, and Nevada. In 2018, RISE began construction for a senior independent living community located at 7420 Lakeview Parkway, Rowlett, Texas 75088 (“Property”), which is owned by Savannah at Lakeview.

11. The Property’s construction was near complete when on or about December 12 and 13, 2020, fires ignited throughout the Property, causing catastrophic loss and extensive damages to Plaintiffs (“Incident”).

12. Defendants at Oncor’s control and direction negligently performed electrical work at the Property.

13. Defendants failed to properly install the wires or connect the transformer at this independent senior living facility which caused the fires.

14. The Rowlett Fire Department’s preliminary investigation report indicated the following in pertinent part:

Oncor energized the 3-phase electrical system on Friday 12/11/2020 at approx. 4pm after the Cities building inspector passed the electrical inspection of the 3-phase portion of the electrical system.

\*\*\*

Investigators determined that the neutral/ground to the building was incorrectly connected to one of the primary feeds from the transformer (white connected to neutral on building, white connected to primary in transformer) resulting in energizing the neutral and grounding components of the building.

Upon examination of the transformer in the Club house fire the same electrical connections were made on both the fuse panel as well as the transformer (white connected to neutral on building, white connected to primary in transformer). The club house did not have installed a single-phase electrical system.

\*\*\*

Preliminary cause of the fire was determined to be electrical caused by the



improper connection of the neutral/grounding portion of the 3-phase system either in fuse panel on building or the transformer. Since there is no thermal protection of the grounding systems of the building the wires could overheat to the point of failure. The unprotected electrical components heated the surrounding structural members in the wall and floor cavities to the point of ignition.

15. The fires resulted in catastrophic loss to Plaintiffs who had to repair or replace the damaged structure, flooring, ceiling, walls, drywall, interior trim, appliance, plumbing, electrical fixtures, cabinetry, and countertops, among other items.

16. Plaintiffs have incurred substantial costs to mitigate further damages and to restore the senior living facility back to its pre-loss state. Plaintiffs have also incurred substantial damages due to the ongoing delay in completion of the Property due to the fires. In addition, Defendants' negligence has impacted hundreds of economically disadvantaged senior citizens waiting on housing at the Property.

17. Plaintiffs estimate their damages to be more than \$13 million and they continue to accrue. On October 26, 2022, Plaintiffs sent a demand to Oncor encouraging them to pay Plaintiffs for the damages they incurred. As of the date of this filing, Oncor has not responded to Plaintiffs' demand.

### **CAUSES OF ACTION**

#### **A. Defendants' negligence.**

18. Plaintiffs reiterate and adopt each and every statement in the foregoing paragraphs as if set forth fully here.

19. Defendants owed Plaintiffs a legal duty to use reasonable care while working on the Property's electrical system and while connecting the Property's transformer.

20. Defendants breached this duty by failing to properly connect the Property's transformer resulting in the fires that occurred on or about December 12 and 13, 2020.

21. Defendants' negligence has caused Plaintiffs' injuries because Plaintiffs have had to repair the damage to senior living facility. Plaintiffs have also been harmed by the loss of rental income, delay damages, and all other financial impacts caused by the fires.

22. Plaintiffs are entitled to their actual damages (both direct and indirect), prejudgment and post judgment interest, court costs, and attorneys' fees.

**B. Oncor's Breach of Contract.**

23. Plaintiffs reiterate and adopt each and every statement in the foregoing paragraphs as if set forth fully here.

24. On information and belief, Plaintiffs and Oncor had a valid enforceable contract, namely a service agreement where Oncor agreed to properly install the equipment and network that would deliver electricity to Plaintiffs' Property.

25. On information and belief, Plaintiffs are proper parties to bring suit for breach of the contract.

26. On information and belief, Plaintiffs performed, tendered performance, and/or were excused from performing their contractual obligations.

27. Oncor breached its contractual obligations by failing to properly connect and install the electric distribution network that delivers electricity to Plaintiffs' Property which resulted in the December 12 and 13 fires mentioned above.

28. Oncor's breaches have caused Plaintiffs' injuries which include Plaintiffs' costs to mitigate further damages, to repair and replace the damaged structures, Plaintiffs' loss of rental income, delay damages, and all other financial impacts caused by the fires.

29. Plaintiffs are entitled to their actual damages (both direct and indirect), interest, costs, and attorney's fees.

### **CONDITIONS PRECEDENT**

30. Plaintiffs reiterate and adopt each and every statement in the foregoing paragraphs as if set forth fully here.

31. All conditions precedent to Plaintiffs' recovery against Defendants have been fully performed, occurred, or have been waived.

### **ATTORNEYS' FEES**

32. Plaintiffs reiterate and adopt each and every statement in the foregoing paragraphs as if set forth fully here.

33. As a result of Defendants' wrongful conduct and breaches, Plaintiffs retained the undersigned counsel to assist in seeking recovery for Plaintiffs' claims, including the filing of this Petition and any further amended or supplemental petitions. Plaintiffs have incurred and will incur attorneys' fees and costs in bringing this action.

34. Pursuant to Chapter 38 of the Texas Civil Practice and Remedies Code, Plaintiffs are entitled to recover reasonable and necessary attorneys' fees incurred in the prosecution of their claims against Oncor for breach of a written contract.

### **RULE 193.7 NOTICE**

35. Pursuant to Rule 193.7 of the Texas Rules of Civil Procedure, Plaintiffs hereby give actual notice to Defendants that any and all documents produced in discovery may be used against Defendants at any pretrial proceeding and/or at the trial of this matter without the necessity of authenticating the documents.

### **REQUIRED DISCLOSURES**

36. Plaintiffs remind the Defendants to comply with the provisions of Rule 194 of the Texas Rules of Civil Procedure: Required Disclosures.

**JURY TRIAL**

37. Plaintiffs request a jury trial and will tender the applicable jury fee.

**PRAYER**

Based on the foregoing, Plaintiffs, Savannah at Lakeview, LP and RISE Residential Construction, LP, respectfully request that the Court grant the following requested relief:

- a. Defendants be cited to appear and answer the allegations contained in this petition;
- b. Plaintiffs be awarded the entirety of their actual (direct, indirect and/or consequential) damages, prejudgment and post judgment interest, and costs;
- c. Plaintiffs be awarded their actual attorneys' fees and reasonable costs incurred as a result of having to file this action; and
- d. Plaintiffs be granted any and all other relief, special or general, legal or equitable, as they may show themselves to be justly entitled to receive.

Respectfully submitted,

**MUNSCH HARDT KOPF & HARR, P.C.**

By: /s/ Justin K. Ratley

Justin K. Ratley  
State Bar No. 24093011  
jratley@munsch.com  
700 Milam Street, Suite 800  
Houston, Texas 77002  
Telephone: (713) 222-1470

AND

Logan Adcock  
State Bar No. 24092016  
ladock@munsch.com  
Caitlin W. Roberts  
State Bar No. 24102942  
croberts@munsch.com  
500 N. Akard Street, Suite 3800  
Dallas, Texas 75201  
Telephone: (214) 855-7500

**ATTORNEYS FOR PLAINTIFFS**

### Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Heather Valentine on behalf of Justin Ratley  
Bar No. 24093011  
hvalentine@munsch.com  
Envelope ID: 70876856  
Status as of 12/12/2022 7:23 AM CST

#### Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Heather Valentine		hvalentine@munsch.com	12/9/2022 2:52:09 PM	SENT
Justin Ratley		jratley@munsch.com	12/9/2022 2:52:09 PM	SENT
Caitlin Roberts		CRoberts@munsch.com	12/9/2022 2:52:09 PM	SENT
Logan Adcock		LAdcock@munsch.com	12/9/2022 2:52:09 PM	SENT

**CAUSE NO. DC-22-16870**

<b>CERTAIN UNDERWRITERS AT</b>	§	<b>IN THE DISTRICT COURT OF</b>
<b>LLOYD'S OF LONDON SUBSCRIBING</b>	§	
<b>TO CERTIFICATE NO. AMR-61796;</b>	§	
<b>INDIAN HARBOR INSURANCE</b>	§	
<b>COMPANY, Policy NO. AMP7533963-00;</b>	§	
<b>QBE SPECIAL TY INSURANCE</b>	§	
<b>COP ANY, Policy No. MSP-25578;</b>	§	
<b>GENERAL SECURITY INDEMNITY</b>	§	
<b>COMPANY OF ARIZONA, Policy No</b>	§	
<b>10T029659-09190-17-00; UNITED</b>	§	
<b>SPECIALTY INSURANCE COMPANY,</b>	§	
<b>Policy No. USI-22229-00; LEXINGTON</b>	§	
<b>INSURANCE COMPANY, Policy No.</b>	§	
<b>LEX-014711786-00; OLD REPUBLIC</b>	§	
<b>UNION INSURANCE COMPANY, Policy</b>	§	<b>101<sup>ST</sup> JUDICIAL DISTRICT</b>
<b>No. ORAMPRO003382-00, collectively as</b>	§	
<b>subrogees of SAVANNAH AT</b>	§	
<b>LAKEVIEW, LP</b>	§	
 	§	
<b>Plaintiffs,</b>	§	
 	§	
<b>Vs.</b>	§	
 	§	
<b>STANDARD UTILITY CONSTRUCTION,</b>	§	
<b>INC., PRIMORIS SERVICES</b>	§	
<b>CORPORATION, PRIMORIS T&amp;D</b>	§	
<b>SERVICES, LLC, and CER ELECTRICAL</b>	§	
<b>SERVICES, LLC.</b>	§	
 	§	
<b>Defendants,</b>	§	<b>DALLAS COUNTY, TEXAS</b>

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**CAUSE NO. DC-22-16947**

<b>SAVANNAH AT LAKEVIEW, LP, AND</b>	§	<b>IN THE DISTRICT COURT</b>
<b>RISE RESIDENTIAL CONSTRUCTION, LP</b>	§	
 	§	
<b>Plaintiffs,</b>	§	
 	§	
<b>Vs.</b>	§	
 	§	
<b>ONCOR ELECTRIC DELIVERY</b>	§	
<b>COMPANY LLC, TEXAS STATE</b>	§	<b>DALLAS COUNTY, TEXAS</b>
<b>UTILITIES, LLC, AND STANDARD</b>	§	

---

UTILITY CONSTRUCTION, INC.,  
PRIMORIS SERVICES CORPORATION; and  
PRIMORIS T&D SERVICES, LLC

§  
§  
§  
§  
§

Defendants.

68<sup>TH</sup> JUDICIAL DISTRICT

**NOTICE OF DEFENDANT STANDARD UTILITY CONSTRUCTION, INC.'S  
AGREED MOTION TO CONSOLIDATE**

**TO THE HONORABLE JUDGE MARTIN HOFFMAN:**

COMES NOW STANDARD UTILITY CONSTRUCTION, INC. (hereinafter “Defendant”), a defendant in the above-entitled and numbered cause of action, and respectfully files this, its Notice of Agreed Motion to Consolidate (the “Motion”).

**I.**

**NOTICE OF AGREED MOTION TO CONSOLIDATE**

Please take notice that the parties to the above-styled matters have agreed, in order to promote judicial efficiency, to consolidate *Savannah at Lakeview, LP, et al. v. Oncor Electric Delivery Company, LLC, et al., Cause No. DC-22-16947* with the cause entitled *Certain Underwriters at Lloyd’s of London Subscribing to Certificate No. AMR-61796, et al. v. Standard Utility Construction, Inc., et al. Cause No. DC-22-16870*, for the limited purpose of conducting discovery. To this end, on March 22, 2023, Defendant filed its Agreed Motion to Consolidate, attached hereto, in the 101<sup>st</sup> Judicial District Court, Dallas County, Texas, pursuant to TRCP 174(a) and Local Rule 1.04.

Respectfully Submitted,

/s/ Chris A. Cude  
**MICHAEL A. MILLER**  
State Bar No. 14100650  
[mmiller@mklawpc.com](mailto:mmiller@mklawpc.com)

**CHRIS A. CUDE**

State Bar No. 24105763  
[ccude@mklawpc.com](mailto:ccude@mklawpc.com)

**MILLER KNAUFF LAW FIRM**

Three Forest Plaza  
12221 Merit Dr., Suite 1210  
Dallas, Texas 75251  
469-916-2552 phone  
469-916-2555 fax

**COUNSEL FOR DEFENDANT STANDARD  
UTILITY CONSTRUCTION COMPANY**

**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing instrument was served on all counsel of record for Cause No. DC-22-16870 and Cause No. DC-22-16947, in accordance with the Texas Rules of Civil Procedure on this the 22<sup>nd</sup> day of March 2023, as follows:

**Via Electronic Filing:**

Justin Ratley  
Logan Adcock  
Caitlin W. Roberts  
**MUNSCH HARDT KOPF & HARR, P.C.**  
500 N. Akard Street, Suite 3800  
Dallas, Texas 75201  
[jratley@munsch.com](mailto:jratley@munsch.com)  
[ladcock@munsch.com](mailto:ladcock@munsch.com)  
[croberts@munsch.com](mailto:croberts@munsch.com)  
*Counsel for Plaintiff*

**Via Electronic Filing:**

John C. Stewart  
Daniel Altman  
**Oncor Electric Delivery Company, LLC**  
777 Main St., Suite 747  
P.O. Box 970  
Ft. Worth, Texas 76101-0970  
[john.stewart@oncor.com](mailto:john.stewart@oncor.com)  
*Counsel for Defendant Oncor Electric Delivery Company*

**Via Electronic Mail:**

Stephen M. Halbeisen



Marcos Hazan-Cohen  
**COZEN O'CONNOR**  
1717 Main Street, Suite 3100  
Dallas, Texas 75201  
[shalbeisen@cozen.com](mailto:shalbeisen@cozen.com)  
[mhcohen@cozen.com](mailto:mhcohen@cozen.com)  
*Counsel for Plaintiff*

**Via Electronic Mail:**

Keith R. Taunton  
**TAUNTON, SNYDER & PARISH**  
777 N. Eldridge Parkway, Suite 450  
Houston, Texas 77077  
[ktaunton@tsplaw.com](mailto:ktaunton@tsplaw.com)  
*Counsel for Defendant Primoris Services Corporation  
And Defendant Primoris T&D Services, LLC*

**Via Electronic Mail:**

William J. Cozort, Jr.  
Brothers, Alvarado, Piazza & Cozort, P.C.  
10333 Richmond, Suite 900  
Houston, Texas 77024  
[wcozort@brothers-law.com](mailto:wcozort@brothers-law.com)  
*Counsel for Defendant CER Electrical Services, LLC*



UTILITY CONSTRUCTION, INC., §  
PRIMORIS SERVICES CORPORATION; and §  
PRIMORIS T&D SERVICES, LLC §  
§  
Defendants. § 68<sup>TH</sup> JUDICIAL DISTRICT

**DEFENDANT STANDARD UTILITY CONSTRUCTION, INC.’S**  
**AGREED MOTION TO CONSOLIDATE**

**TO THE HONORABLE JUDGE STACI WILLIAMS:**

COMES NOW STANDARD UTILITY CONSTRUCTION, INC. (hereinafter “Defendant”), a defendant in the above-entitled and numbered cause of action, and respectfully files this, its Agreed Motion to Consolidate (the “Motion”), respectfully moving for consolidation of *Savannah at Lakeview, LP, et al. v. Oncor Electric Delivery Company, LLC, et al.*, Cause No. DC-22-16947 (the “First Suit”) with the cause entitled *Certain Underwriters at Lloyd’s of London Subscribing to Certificate No. AMR-61796, et al. v. Standard Utility Construction, Inc., et al.* Cause No. DC-22-16870 (the “Second Suit”) and for their merger into one action for purposes of conducting discovery *only*, and in support thereof would respectfully show the Court the following:

**I.**  
**LEGAL AUTHORITY**

Pursuant to TRCP 174(a), Defendant seeks consolidation of the above-referenced actions for purposes of discovery because they involve common questions of fact and law and consolidation will avoid unnecessary costs or delay. Furthermore, under Local Rule 1.04, consolidation is proper in the Court in which the earliest case was filed. Accordingly, Defendant seeks to consolidate both matters into the First Suit for purposes of conducting discovery as it was the first filed suit.

**II.**  
**FACTUAL BACKGROUND**

Savannah at Lakeview (the “Property”), located at 7420 Lakeview Parkway, Rowlett, Texas 75088, is a senior residential apartment complex. The Property is comprised of 3 separate 4-story residential apartment complexes, an office building, and clubhouse (the “Clubhouse”). Only one of the 4-story residential apartment complexes (“Building 2”) and the Clubhouse are at issue in both lawsuits.

On or about December 12, 2020, the Rowlett Fire Department responded to a structural fire at the Clubhouse. Then, on or about December 13, 2020, the Rowlett Fire Department responded to a second fire on the Property – Building 2. Both lawsuits for which consolidation is sought seek recovery for alleged damages associated with the fires at the Clubhouse and Building 2. On December 7, 2022, a group of foreign and domestic insurers of the Property filed the First Suit as plaintiffs in the 101<sup>st</sup> Judicial District Court in Dallas County, Texas (Attached hereto as **Exhibit “A”**). Then, two days later, on December 9, 2022, the Property’s owner and developer filed the Second Suit as plaintiffs in the 68<sup>th</sup> Judicial District Court in Dallas County, Texas (a copy of the Second Suit’s live pleading is attached hereto as **Exhibit “B”**). In both lawsuits, Plaintiffs complain of alleged defects in some form of the electrical construction at the Property, which allegedly caused Plaintiffs’ damages.

**III.**  
**PLAINTIFFS’ CLAIMS ARISE FROM THE SAME INCIDENTS**  
**AND INVOLVE THE SAME DAMAGES**

Consolidation for common discovery is proper because both actions involve common questions of law and fact, including which party or parties, if any, are responsible for the fires at the Clubhouse and Building 2. Furthermore, it is anticipated most, if not all of the same discovery would be conducted in each action. Consolidation for purposes of discovery will prevent undue

costs by eliminating the need for duplicative discovery and multiple depositions of the same individuals. To avoid multiplicity of written discovery, duplication of testimony, and unnecessary expense and delay, and for the convenience of the parties and of this Honorable Court, these actions should be consolidated into the First Suit, Cause No. DC-22-16870 pending in the 101<sup>st</sup> Judicial District Court, Dallas County, Texas. While no appearance has been entered, to date, for Defendant Texas State Utilities, LLC, all counsel of record in both suits are agreed to consolidation for purposes of discovery only.

**IV.**  
**PRAYER**

**WHEREFORE, PREMISES CONSIDERED,** Defendant requests the Court order the above-referenced causes be consolidated into the First Suit – Cause No. DC-22-16870; *Certain Underwriters at Lloyd’s of London Subscribing to Certificate No. AMR-61796, et al. v. Standard Utility Construction, Inc.* – for the limited purpose of conducting discovery. Further, Defendant prays no party be prejudiced from seeking consolidation for purposes of trial and any subsequent proceedings, and for such other and further relief, both at law and in equity to which the parties may be justly entitled.

Respectfully Submitted,

*/s/ Chris A. Cude* \_\_\_\_\_  
**MICHAEL A. MILLER**  
State Bar No. 14100650  
[mmiller@mklawpc.com](mailto:mmiller@mklawpc.com)

**CHRIS A. CUDE**  
State Bar No. 24105763  
[ccude@mklawpc.com](mailto:ccude@mklawpc.com)

**MILLER KNAUFF LAW FIRM**  
Three Forest Plaza  
12221 Merit Dr., Suite 1210

Dallas, Texas 75251  
469-916-2552 phone  
469-916-2555 fax

**COUNSEL FOR DEFENDANT STANDARD  
UTILITY CONSTRUCTION COMPANY**

**AGREED:**

/s/ Marcos Hazan-Cohen (with permission)  
Marcos Hazan-Cohen  
*Attorney for Plaintiffs in Cause No. DC-22-16870*

/s/ Justin Ratley (with permission)  
Justin Ratley  
*Attorney for Plaintiffs in Cause No. DC-22-16947*

/s/ Keith R. Taunton (with permission)  
Keith R. Taunton  
*Attorney for Defendants Primoris Services Corporation and Primoris T&D Services, LLC*

/s/ William J. Cozort, Jr. (with permission)  
William J. Cozort, Jr.  
*Attorney for Defendant CER Electrical Services, LLC*

/s/ John Stewart (with permission)  
John Stewart  
*Attorney for Defendant Oncor Electric Delivery Company, LLC*

**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing instrument was served on all counsel of record for Cause

No. DC-22-16870 and Cause No. DC-22-16947, in accordance with the Texas Rules of Civil Procedure on this the 22<sup>nd</sup> day of March 2023, as follows:

**Via Electronic Filing:**

Stephen M. Halbeisen  
Marcos Hazan-Cohen  
**COZEN O'CONNOR**  
1717 Main Street, Suite 3100  
Dallas, Texas 75201  
[shalbeisen@cozen.com](mailto:shalbeisen@cozen.com)  
[mhcohen@cozen.com](mailto:mhcohen@cozen.com)  
*Counsel for Plaintiff*

**Via Electronic Filing:**

Keith R. Taunton  
**TAUNTON, SNYDER & PARISH**  
777 N. Eldridge Parkway, Suite 450  
Houston, Texas 77077  
[ktaunton@tsplaw.com](mailto:ktaunton@tsplaw.com)  
*Counsel for Defendant Primoris Services Corporation  
And Defendant Primoris T&D Services, LLC*

**Via Electronic Filing:**

William J. Cozort, Jr.  
Brothers, Alvarado, Piazza & Cozort, P.C.  
10333 Richmond, Suite 900  
Houston, Texas 77024  
[wcozort@brothers-law.com](mailto:wcozort@brothers-law.com)  
*Counsel for Defendant CER Electrical Services, LLC*

**Via Electronic Mail:**

Justin Ratley  
Logan Adcock  
Caitlin W. Roberts  
**MUNSCH HARDT KOPF & HARR, P.C.**  
500 N. Akard Street, Suite 3800  
Dallas, Texas 75201  
[jratley@munsch.com](mailto:jratley@munsch.com)  
[ladcock@munsch.com](mailto:ladcock@munsch.com)  
[croberts@munsch.com](mailto:croberts@munsch.com)  
*Counsel for Plaintiff*

**Via Electronic Mail:**

John C. Stewart

Daniel Altman  
**Oncor Electric Delivery Company, LLC**  
777 Main St., Suite 747  
P.O. Box 970  
Ft. Worth, Texas 76101-0970  
[john.stewart@oncor.com](mailto:john.stewart@oncor.com)  
*Counsel for Defendant Oncor Electric Delivery Company*



# EXHIBIT A

DC-22-16870

CAUSE NO. \_\_\_\_\_

CERTAIN UNDERWRITERS AT	§	IN THE DISTRICT COURT OF
LLOYD’S OF LONDON SUBSCRIBING	§	
TO CERTIFICATE NO. AMR-61796;	§	
INDIAN HARBOR INSURANCE	§	
COMPANY, Policy NO. AMP7533963-00;	§	
QBE SPECIALTY INSURANCE	§	
COPANY, Policy No. MSP-25578;	§	
GENERAL SECURITY INDEMNITY	§	
COMPANY OF ARIZONA, Policy No	§	
10T029659-09190-17-00; UNITED	§	
SPECIALTY INSURANCE COMPANY,	§	
Policy No. USI-22229-00; LEXINGTON	§	
INSURANCE COMPANY, Policy No.	§	101st
LEX-014711786-00; OLD REPUBLIC	§	
UNION INSURANCE COMPANY, Policy	§	
No. ORAMPRO003382-00, collectively as	§	_____ JUDICIAL DISTRICT
subrogees of SAVANNAH AT	§	
LAKEVIEW, LP	§	
	§	
Plaintiffs,	§	
	§	
v.	§	
	§	
STANDARD UTILITY CONSTRUCTION,	§	
INC., PRIMORIS SERVICES	§	
CORPORATION, PRIMORIS T&D	§	
SERVICES, LLC, and CER ELECTRICAL	§	
SERVICES, LLC.	§	
Defendants.	§	DALLAS COUNTY, TEXAS

**PLAINTIFFS’ ORIGINAL PETITION**

COME NOW, Plaintiffs CERTAIN UNDERWRITERS AT LLOYD’S OF LONDON, INDIAN HARBOR INSURANCE COMPANY, QBE SPECIALTY INSURANCE COMPANY, GENERAL SECURITY INDEMNITY COMPANY OF ARIZONA, UNITED SPECIALTY INSURANCE COMPANY, LEXINGTON INSURANCE COMPANY, OLD REPUBLIC UNION INSURANCE COMPANY (collectively referred to herein as “Plaintiffs”) and collectively as subrogees of SAVNNAH AT LAKEVIEW, LP and file this their Original Petition

complaining of Defendants STANDARD UTILITY CONSTRUCTION, INC.; PRIMORIS SERVICES CORPORATION; PRIMORIS T&D SERVICES, LLC; and CER ELECTRICAL SERVICES, LLC and for their causes of action would respectfully show unto the Court as follows:

**I.  
DISCOVERY PLAN**

1. Pursuant to Rule 190 of the Texas Rules of Civil Procedure, Plaintiffs hereby give notice to the Court and all parties concerned that discovery in the above matter will be conducted under Level 3 of this Rule.

**II.  
PARTIES**

2. Plaintiffs are a group of foreign and domestic insurers insuring Savannah at Lakeview, LP. At all times material hereto, Plaintiffs had in full force and effect an All-Risk Builder's Risk Insurance Policy insuring the interests of Savannah at Lakeview LP, as owner of the senior residential apartment complex located at 7420 Lakeview Parkway, Rowlett, TX 75088 ("Savannah at Lakeview"), against damage. Plaintiffs are identified by their Names and Policy Nos. as follows:

- a) Certain Underwriters at Lloyd's, London, Certificate No. AMR-61796 is an insurance company incorporated in United Kingdom, with its principle place of business of 1 Lime Street, London, EC3M 7HA and is authorized to do business in the state of Texas;
- b) Indian Harbor Insurance Company, Policy No. AMP7533963-00 is an insurance company incorporated in State of Delaware, with its principal place of business of 70 Seaview Avenue, Suite 1, Stamford, CT, and is authorized to do business in the State of Texas.
- c) QBE Specialty Insurance Company, MSP-25578 is an insurance company incorporated in North Dakota, with its principal place of business in One QBE Way, Sun Prairie, WI and is authorized to do business in the State of Texas;
- d) General Security Indemnity Company of Arizona, Policy No. 10T029659-09190-17-00 is an insurance company incorporated in the State of Arizona, with its principal place of business of 28 Liberty Steet, Suite 5400, New York, NY 10005 and is authorized to do business in the State of Texas;

- e) United Specialty Insurance Company, Policy No. USI-22229-00, is an insurance company incorporated in the State of Delaware, with its principal place of business of 1900 L. Don Dodson, Bedford, Texas 76021 and is authorized to do business in the State of Texas.
- f) Lexington Insurance Company, Policy No. LEX-014711786-00 is an insurance company incorporated in the State of Delaware, with a principal place of business of 100 Summer Street, Boston, Massachusetts and is authorized to do business in the State of Texas;
- g) Old Republic Union Insurance Company, Policy No. ORAMPRO003382-00 is an insurance company incorporated in the State of Illinois, with its principal place of business of 307 North Michigan Avenue, Chicago, IL 60601, and is authorized to do business in the State of Texas.

Plaintiffs are real parties in interest having made payments to Savannah at Lakeview pursuant to the identified policies of insurance. Plaintiffs are legally, contractually, conventionally and/or equitably subrogated to the rights of their insured, Savannah at Lakeview, to the extent of their payments.

3. Defendant STANDARD UTILITY CONSTRUCTION, INC. (“Standard Utility”) is a company duly formed and existing under the laws of the state of Texas, with its principal business address located at 2630 West Fwy., Suite 200, Fort Worth, TX 76102. Defendant Standard Utility may be served with process by serving its registered agent, as follows:

STANDARD UTILITY CONSTRUCTION, INC.  
c/o John D. Fraser  
2500 Dallas Parkway, Suite 600  
Plano, TX 75093

Plaintiffs request that a Citation be issued.

4. Defendant PRIMORIS SERVICES CORPORATION, is a company duly formed and existing under the laws of the state of Delaware, with its principal place of business at 26000 Commercentre Drive, Lake Forrest, California, and is authorized to do business in the state of Texas. Primoris Services Corporation may be served with process by serving its registered agent, as follows:

PRIMORIS SERVICES CORPORATION  
c/o Corporation Service Company d/b/a CSC-Lawyers Inco  
211 E. 7<sup>th</sup> Street, Suite 620  
Austin, TX 78701

Plaintiffs request that a Citation be issued.

5. Defendant PRIMORIS T&D SERVICES, LLC, is a limited liability corporation duly formed and existing under the laws of the state of Delaware, with its principal place of business at 26000 Commercentre Drive, Lake Forrest, California, and is authorized to do business in the state of Texas. Primoris T&D Services, LLC may be served with process by serving its registered agent, as follows:

PRIMORIS T&D SERVICES, LLC  
c/o Corporation Service Company d/b/a CSC-Lawyers Inco  
211 E. 7<sup>th</sup> Street, Suite 620  
Austin, TX 78701

Plaintiffs request that a Citation be issued. Primoris Services Corporation and Primoris T&D Services, LLC are hereby collectively referred to as Primoris.

6. Defendant CER ELECTRICAL SERVICES, LLC, is a limited liability corporation duly formed and existing under the laws of the state of Texas, with its principal place of business at 806 Padre Court, Grand Prairie, Texas 75052, and is authorized to do business in the state of Texas. CER Electric Services, LLC may be served with process by serving its registered agent, as follows:

CER ELECTRICAL SERVICES, LLC  
By and through its Registered Agent, Marlene A. Vargas  
806 Padre Court  
Grand Prairie, Texas 75052

Plaintiffs request that a Citation be issued.

### **III. JURISDICTION AND VENUE**

7. This Court has jurisdiction over this cause of action because the amount in controversy, exclusive of interest and costs, exceeds the jurisdictional threshold of this Court.

8. Venue is proper in Dallas County, Texas pursuant to 15.002(a)(1) of the Tex. Civ. Prac. & Rem. Code, because the events giving rise to this claim occurred in Dallas County, Texas and the property that was damaged as a result of the fires that is the subject of this lawsuit is located in Dallas County, Texas.

9. Plaintiffs would show that they have incurred damages in excess of the minimum jurisdictional limits of this Court. Although Plaintiffs' damages are still being incurred, Plaintiffs would nevertheless show that Plaintiffs have paid to date \$4,777,063.35 for Building #2 and \$73,253.36 for the Clubhouse for the damages suffered including, but are not limited to, damages to real property, construction delays and financing costs, and business interruption. Plaintiffs anticipate the total damages will be in excess of \$6,999,935.99 as a result of Defendants' negligent acts and/or omissions.

#### **IV. BACKGROUND**

10. At all relevant times, Savannah at Lakeview LP, was the owner of the project and buildings known as Savannah at Lakeview, 7420 Lakeview Parkway, Rowlett, TX 75088, a senior residential apartment complex.

11. Savannah at Lakeview is a 4-story residential apartment complex comprised of 3 separate buildings, an office building, and a clubhouse. Building No. 2 consists of 88 residential units.

12. Oncor is an electric utility engaged in the transmission and distribution of electricity wholly within the State of Texas and is the electric utility provider for Savannah at Lakeview.

13. Defendants Primoris and Standard Utility are subcontractors of Oncor who provide installation, maintenance, metering, and repair services for Oncor's electrical distribution systems, electrical transmission systems, and electrical substations.

14. Upon information and belief, Oncor engaged Primoris and/or Standard Utility to install pad mounted transformers; terminate underground service and secondary wires at the pad mounted transformers; install primary metering equipment in the pad mounted transformers; install temporary and permanent electric meters; and/or energize the pad mounted transformers servicing the Savannah at Lakeview.

15. Oncor is responsible for the installation, operation, metering, and maintenance of all electric lines and equipment on Oncor's side of the Point of Interconnection and only personnel or subcontractors hired by Oncor are authorized or permitted to make, energize, or de-energize connections to Oncor's equipment and facilities, including but not limited to Oncor's pad mounted transformers.

16. Upon information and belief, Oncor engaged Primoris and/or Standard Utility, prior to the fire made the basis of this lawsuit, to terminate underground service and secondary wires and make electrical connections at the secondary bushings of Oncor's pad mounted Transformer 2019199 (servicing the Clubhouse) and Transformer 2018705 (servicing Building No. 2) at the Savannah at Lakeview.

17. Primoris and/or Standard Utility, prior to the fire made the basis of this lawsuit, did terminate the underground service and secondary wires and make electrical connections at the secondary bushings of Oncor's pad mounted Transformer 2019199 (servicing the Clubhouse) and Transformer 2018705 (servicing Building No. 2) at the Savannah at Lakeview.

18. CER Electrical Services was the electrician of record for the Savannah at Lakeview project. CER Electrical Services was responsible for providing a complete Electrical System per the project plans and specifications and was responsible for all electrical work installation beyond Oncor's Point of Interconnection which included, but was not limited to, termination of the

conductors in the 3-phase electrical service fuse panel servicing the Clubhouse and Building No. 2's elevator at the Savannah at Lakeview.

19. On or about December 11, 2020, Standard Utility employees opened Transformer 2019199 (Clubhouse) and Transformer 2018705 (Building No. 2) at the Savannah at Lakeview to install primary metering equipment. At which time, it is believed that they disconnected, reoriented, reconfigured, and then reconnected various secondary wires at different bushings in Transformer 2019199 (Clubhouse) and Transformer 2018705 (Building No. 2); installed primary metering equipment; energized the transformers; and then left the project.

20. On December 12, 2020, at approximately 7:30 p.m. the Rowlett Fire Department responded to a structural fire at the Savannah at Lakeview Clubhouse.

21. On December 13, 2020, at approximately 10:15 a.m. The Rowlett Fire Department responded to a second fire at Savannah at Lakeview Building #2 which fire resulted in major damage to the building, including a partial collapse of the building.

22. A post fire investigation was performed by Fire Marshal Thomas Cooper of the Rowlett Fire Department.

23. On December 17, 2020, Fire Marshal Thomas Cooper of the Rowlett Fire Department issued a written report in which he concluded as follows:

- a) The cause of the fire in the Clubhouse and Building #2 was determined to be electrical caused by the improper connection of the neutral/grounding portion of the 3-phase system either in fuse panel on the building or the transformer.
- b) Since there is no thermal protection of the grounding systems to the building the wires could overheat to the point of failure.



- c) The unprotected electrical components heated the surrounding structural members in the wall and floor cavities to the point of ignition.

24. Post loss, Plaintiffs engaged their own experts to investigate the fires made the basis of this claim. With respect to the Clubhouse, Plaintiffs' experts determined that:

- a) The Clubhouse fire originated in the wall cavity behind the breaker panel located inside the structure as well as the wall cavity behind the 3-phase electrical service fuse panel located on the outside of the building.
- b) The ground wire from the outside fuse panel to the inside breaker panel showed evidence of overheating.
- c) There was also fire damage around the immediate area of the ground wire the full length of the wire from the fuse panel to the breaker panel.
- d) The fire spread in the interstitial wall resulting in moderate fire, smoke, and soot damage.
- e) The fire in the Clubhouse improper termination of the neutral/grounding portion of the 3-phase system either in fuse panel on the building or the transformer.
- f) The neutral/ground to the building was incorrectly connected to one of the primary feeds from the transformer (white connected to neutral on building, white connected to primary in transformer) which energized several neutral and grounding components in both buildings.
- g) When the transformers were energized it caused the neutral and ground components to heat and arc.

- h) Evidence of heating and arcing on the neutral and ground components was found in the area of origin identified for both fires.

With respect to the Building No. 2, Plaintiffs' experts determined that:

- i) The area of origin of the fire is the area adjacent to the breeze way in the center of the building with the primary fire damage being in the 3rd and 4th floor storage rooms on the east side of the structure.
- j) The outdoor electrical components confirm that Building No. 2 was equipped with a single-phase electrical system with each unit being on its own meter and circuits.
- k) The building was also equipped with a 3-phase electrical system that was exclusive to the elevator controls.
- l) The single-phase system appeared to be intact with no evidence of arcing or overheating at the primary feed and meter bases.
- m) The 3-phase electrical system's fuse panel on the exterior of the structure did not have damage, but the neutral wire connected to that panel was found to have arcing at several locations in the interior of the structure.
- n) The arcing on the 3-phase electrical system's neutral wire is believed to be the ignition source for the fire.

25. The neutral is not designed to carry current in this fashion and should have never been energized.

26. Once the neutral became energized, it energized all conductive pathways to ground.

27. Unlike the other conductors in your typical electrical system, the neutral has no circuit breaker (nor is one required) that will disconnect the neutral in the event of a failure.

28. Because the current flow was only restricted by the impedance of the transformer and the available fault current, it effectively overloaded the neutral conductors in a manner that caused them to overheat, burn the insulation, and – where non-metallic cables were used – damage the cable sheathing. Additionally, due to their size and respective current carrying capacity, the structural grounding electrode conductors, and their respective electrode, carried significant electrical current, which caused damage to Building No. 2 and the Clubhouse.

29. At the time of the December 12, 2022, and December 13, 2020, fires, the Savannah at Lakeview Project was not yet complete. Plaintiffs would show that the fires caused extensive physical damage to Building No. 2 and the Clubhouse which required repair, and which resulted in significant project delays. As a result, Plaintiffs claim additional time expense for delays in completion of the construction.

30. Defendants' negligent acts and/or omissions caused the fires and resulted in physical damage to Building No. 2 and the Clubhouse and consequential damages, in an amount in excess of \$6,999,935.99.

31. Savannah at Lakeview made a claim to Underwriters under its property insurance policy for damages arising from the fires, which include property damage and business interruption. Underwriters have made payments and continue to make payments, as of the filing of this lawsuit, to and/or on behalf of Savannah at Lakeview for covered damages arising from the Incidents. To the extent of payments made by or to be made by Plaintiffs for such damages, Plaintiffs are legally and equitably subrogated to the rights of Savannah at Lakeview to pursue recovery of damages against Defendants.

**V.**  
**CAUSES OF ACTION AGAINST DEFENDANTS**  
**PRIMORIS AND STANDARD UTILITY**

32. Plaintiffs restate and re-allege the foregoing paragraphs as if fully set forth verbatim, and would further show the Court the following:

**A. Negligence**

33. Electrical construction and maintenance services are recognized as involving dangerous and hazardous conditions, which require a higher standard of care for persons working in the industry.

34. At all times material hereto, Primoris and Standard Utility owed a duty to Plaintiffs' insured to exercise reasonable care in the performance their scope of work at Savannah at Lakeview.

41. As the chosen subcontractors of Oncor, Primoris and Standard Utility had or should have had specialized knowledge of electrical construction, overhead and underground power distribution, as well as the proper, safe, and accepted methods for labeling the conductors and making proper connections on Oncor's side of the Point of Interconnection.

42. Primoris and Standard Utility knew and/or should have known the proper, safe, and accepted methods for labeling the conductors and making all final electrical connections at the transformer secondary bushings on Oncor's side of the Point of Interconnection.

43. Primoris and/or Standard Utility knew or should have known that the manner and method used to label and connect the various conductors at the transformer secondary bushings could result in a cross-connection that would create an unreasonably dangerous and hazardous condition that would result in a ground-fault and damage to the insured's buildings.

44. Primoris and/or Standard Utility were in a position to identify, mitigate and/or correct the conditions described herein, but failed to do so.

45. Primoris and/or Standard Utility owed a duty to exercise reasonable care, to perform their work with reasonable care and skill, and to act with reasonable skill and diligence in performing its services so as not to injure persons or property.

46. Primoris and/or Standard Utility had a duty and breached their duty by failing to take reasonable steps to avoid and/or prevent damage to the buildings at Savannah at Lakeview resulting from their improper labeling and/or connection of the neutral and phase conductors at the transformer secondary bushings and/or by failing to observe and recognize that the conductors were improperly labeled and/or connected, and by failing to warn or otherwise correct the labeling and/or connections before the transformer was energized.

47. Primoris and/or Standard Utility breached these duties in one or more of the following ways:

- a. Failing to perform their scope of work in a safe and competent manner, and in compliance with all applicable codes, regulations, and industry standards;
- b. Failing to exercise reasonable care in labeling the conductors between the transformer secondary bushings and the secondary service enclosure;
- c. Failing to make proper connections at the transformer secondary bushings;
- d. Failing to inspect the labeling and test the connections made at the transformer secondary bushings to ensure that all connections were proper, safe, and ready to receive electricity;
- e. Failing to use an ohm meter, Megger, or continuity tester to check the connections for short circuits, ground faults, or any connections to ground which would have immediately revealed the existence of a cross-connection that could have been remedied without damage to the buildings;
- f. Performing work in such a manner as to unreasonably subject the buildings to risk of electrical damage;
- g. Failing to hire competent, qualified and adequately trained employees, contractors, and/or subcontractors to perform electrical work, label the conductors and make the connections at the secondary bushings to deliver electricity to the buildings at Savannah at Lakeview;
- h. Failing to properly train and supervise their personnel, employees, contractors and independent contractors to ensure that all work was performed safely and correctly;
- i. Failing to consider, appreciate and take appropriate precautionary action to avoid dangerous conditions that present an unreasonable risk of injury, harm or damage to persons or property;

- j. Failing to act as a reasonably prudent utility subcontractor would have acted under the same or similar circumstances; and
- k. Otherwise failing to use due care under the circumstances.

48. Each of the above-referenced acts and omissions, separately and/or in combination with others, constitutes negligence on the part of Defendant Primoris and/or Standard Utility and is a direct and proximate cause of the fires and damages suffered by Plaintiffs, which are in excess of the minimum jurisdictional limits of this Court.

**B. Negligence Per Se**

49. The work performed by Defendants Primoris and Standard Utility at Savannah at Lakeview was inherently dangerous.

50. Defendants Primoris and Standard Utility were required to perform work in accordance and in conformance with the National Electric Safety Code and all applicable codes and ordinances which were established to protect persons and property and to promote public safety.

51. Defendants' improper labeling and/or improper connection of the conductors at the transformer secondary bushings violated safety laws that were in place to prevent the very event and damage that occurred at Savannah at Lakeview.

52. The fires and Plaintiffs' resultant damages were caused by Defendants' violation of those laws.

**VI.**

**CAUSES OF ACTION AGAINST DEFENDANT CER ELECTRICAL SERVICES**

53. Plaintiffs restate and re-allege the foregoing paragraphs as if fully set forth verbatim, and would further show the Court the following:

**A. Negligence**

54. Electrical construction and maintenance services are recognized as involving dangerous and hazardous conditions, which require a higher standard of care for persons working in the industry.

55. At all times material hereto, CER Electrical Services owed a duty to Plaintiffs' insured to exercise reasonable care in the performance its scope of work at Savannah at Lakeview.

56. CER Electrical Services knew and/or should have known the proper, safe, and accepted methods for labeling the conductors and making all final electrical connections at the 3-phase electrical service fuse panels servicing the Clubhouse and Building No. 2's elevator.

57. CER Electrical Services knew or should have known that the manner in which it connected the various conductors at the 3-phase electrical service fuse panel could result in a cross-connection that would create an unreasonably dangerous and hazardous condition that would result in a ground-fault and damage to the insured's buildings.

58. CER Electrical Services was in a position to identify, mitigate and/or correct the conditions described herein, but failed to do so.

59. CER Electrical Services owed a duty to exercise reasonable care, to perform its work with reasonable care and skill, and to act with reasonable skill and diligence in performing its services so as not to injure persons or property.

60. CER Electrical Services breached its duty by failing to take reasonable steps to avoid and/or prevent damage to the buildings at Savannah at Lakeview resulting from their improper labeling and/or connection of the neutral and phase conductors at the 3-phase electrical service fuse panels servicing the Clubhouse and Building No. 2's elevator and/or by failing to observe and recognize that the conductors were improperly labeled and/or connected, and by failing to warn or otherwise correct the labeling and/or connections before the transformer was energized.

61. CER Electrical Services breached its duty in one or more of the following ways:

- a. Failing to perform their scope of work in a safe and competent manner, and in compliance with all applicable codes, regulations, and industry standards;
- b. Failing to exercise reasonable care in identifying the colors used to identify the conductors in the transformer to ensure that they were landed correctly in the fuse panels;

- c. Failing to make proper connections at the 3-phase electrical service fuse panels servicing the Clubhouse and Building No. 2's elevator;
- d. Failing to inspect the labeling and test the connections made at the 3-phase electrical service fuse panels servicing the Clubhouse and Building No. 2's elevator to ensure that all connections were proper, safe, and ready to receive electricity;
- e. Failing to use an ohm meter, Megger, or continuity tester to check the connections for short circuits, ground faults, or any connections to ground which would have immediately revealed the existence of a cross-connection that could have been remedied without damage to the buildings;
- f. Performing work in such a manner as to unreasonably subject the buildings to risk of electrical damage;
- g. Failing to hire competent, qualified and adequately trained employees, contractors, and/or subcontractors to perform electrical work, label the conductors and make the connections at the 3-phase electrical service fuse panels servicing the Clubhouse and Building No. 2's elevator;
- h. Failing to properly train and supervise their personnel, employees, contractors and independent contractors to ensure that all work was performed safely and correctly;
- i. Failing to consider, appreciate and take appropriate precautionary action to avoid dangerous conditions that present an unreasonable risk of injury, harm or damage to persons or property;
- j. Failing to act as a reasonably prudent utility subcontractor would have acted under the same or similar circumstances; and
- k. Otherwise failing to use due care under the circumstances.

62. Each of the above-referenced acts and omissions, separately and/or in combination with others, constitutes negligence on the part of Defendant CER Electrical Services and is a direct and proximate cause of the fires and resulting damages suffered by Plaintiffs, which are in excess of the minimum jurisdictional limits of this Court.

## **VII. RESERVATION OF RIGHTS**

63. Plaintiffs specifically reserve the right to bring additional causes of action against Defendants and to amend this Petition as necessary.

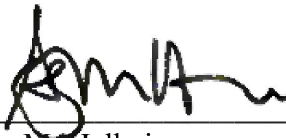


**PRAYER**

WHEREFORE PREMISES CONSIDERED, Plaintiffs respectfully request that upon final hearing, the Court enter a Judgment against Defendants, STANDARD UTILITY CONSTRUCTION, INC., PRIMORIS UTILITY SERVICES, LLC, PRIMORIS T&D SERVICES, LLC, and CER ELECTRICAL SERVICES, LLC, and in favor of Plaintiffs for a sum in the amount of Plaintiffs' actual damages, along with prejudgment interest at the legal rate, post-judgment interest at the legal rate, court costs, and such other and further relief, both at law and in equity, to which Plaintiffs may be justly entitled.

Respectfully submitted,

**COZEN O'CONNOR**

By: 

Stephen M. Halbeisen  
State Bar No. 00795837  
Marcos Hazan-Cohen  
State Bar No. 24012807  
1717 Main Street, Suite 3100  
Dallas, Texas 75201  
Telephone: (214) 462-3000  
Fax: (214) 462-3299  
Email: [shalbeisen@cozen.com](mailto:shalbeisen@cozen.com)  
Email: [mhcohen@cozen.com](mailto:mhcohen@cozen.com)

**ATTORNEYS FOR PLAINTIFFS**

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Kelly Cavin on behalf of Stephen Halbeisen  
Bar No. 00795837  
kcavin@cozen.com  
Envelope ID: 70799735  
Status as of 12/9/2022 11:02 AM CST

#### Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Stephen MHalbeisen		shalbeisen@cozen.com	12/7/2022 4:03:50 PM	SENT
Marcos Hazan-Cohen		mhcohen@cozen.com	12/7/2022 4:03:50 PM	SENT
Amanda ReneeYoung		ayoung@cozen.com	12/7/2022 4:03:50 PM	SENT
Kelly Cavin		kcavin@cozen.com	12/7/2022 4:03:50 PM	SENT

# EXHIBIT B

DC-22-16947  
CAUSE NO. \_\_\_\_\_

SAVANNAH AT LAKEVIEW, LP; AND	§	IN THE DISTRICT COURT
RISE RESIDENTIAL CONSTRUCTION, LP,	§	
	§	
Plaintiffs,	§	
	§	
vs.	§	DALLAS COUNTY, TEXAS
	§	
ONCOR ELECTRIC DELIVERY	§	
COMPANY LLC; TEXAS STATE	§	
UTILITIES, LLC; AND STANDARD	§	
UTILITY CONSTRUCTION, INC.,	§	
	§	
Defendants.	§	68th _____ JUDICIAL DISTRICT

**PLAINTIFFS’ ORIGINAL PETITION**

Plaintiffs Savannah at Lakeview, LP (“Savannah at Lakeview”) and RISE Residential Construction, LP (“RISE”) (Savannah at Lakeview and RISE are collectively, “Lakeview” or “Plaintiffs”), file this Original Petition against Defendants Oncor Electric Delivery Company LLC (“Oncor”), Texas State Utilities, LLC (“TSU”), and Standard Utility Construction, Inc. (“Standard Utility”) (collectively “Defendants”). In support, Plaintiffs respectfully provide the following:

**DISCOVERY CONTROL PLAN**

1. Plaintiffs intend to conduct discovery in this litigation under Level 3 pursuant to TEXAS RULES OF CIVIL PROCEDURE 190.4.

**PARTIES**

2. Plaintiff Savannah at Lakeview, LP (“Savannah at Lakeview”) is a domestic limited partnership with its principal place of business located in Dallas County, Texas.

3. Plaintiff RISE Residential Construction, LP (“RISE”) is a domestic limited partnership with its principal place of business in Dallas County, Texas.

4. Defendant Oncor Electric Delivery Company LLC (“Oncor”) is a foreign limited liability company organized and existing under the law of the State of Delaware and maintains its

principal place of business in Dallas County, Texas. Oncor may be served through its Texas registered agent, CT Corporation System, 1999 Bryan St., Ste. 900, Dallas, Texas 75201 or wherever it may be found.

5. Defendant Texas State Utilities, LLC (“TSU”) is a Texas limited liability company organized and existing under the laws of Texas and maintains its principal place of business in Tarrant County, Texas. TSU may be served through its registered agent, Corporation Service Company d/b/a CSC – Lawyers Incorporating Service Company at 211 E. 7<sup>th</sup> Street, Suite 620, Austin, Texas 78701-3218 or wherever it may be found.

6. Defendant Standard Utility Construction, Inc. (“Standard Utility”) is a Texas corporation organized and existing under the laws of Texas and maintains its principal place of business in Tarrant County, Texas. Standard Utility may be served through its registered agent, John D. Fraser at 2500 Dallas Parkway, Suite 600, Plano, Texas 75093 or wherever it may be found.

### **JURISDICTION & VENUE**

7. This Court has general and original jurisdiction for both the subject matter jurisdiction and in personam jurisdiction to adjudicate Plaintiffs’ claims which exceed the minimum jurisdiction of this Court.

8. Venue is proper in Dallas County, Texas pursuant to Section 15.002(a)(1) of the TEXAS CIVIL PRACTICE REMEDIES CODE because all or a substantial part of the events or omissions giving rise to the claim occurred in Dallas County, Texas.

### **TEXAS RULES OF CIVIL PROCEDURE RULE 47 STATEMENT**

9. The relief sought in this action is within the jurisdictional limits of this Court. Specifically, in this action, Plaintiffs seek from Defendants monetary relief over \$1,000,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorneys’

fees.

### **BACKGROUND FACTS**

10. For over twenty years, RISE has developed multi-family communities and affordable housing across Texas, Oklahoma, New Mexico, and Nevada. In 2018, RISE began construction for a senior independent living community located at 7420 Lakeview Parkway, Rowlett, Texas 75088 (“Property”), which is owned by Savannah at Lakeview.

11. The Property’s construction was near complete when on or about December 12 and 13, 2020, fires ignited throughout the Property, causing catastrophic loss and extensive damages to Plaintiffs (“Incident”).

12. Defendants at Oncor’s control and direction negligently performed electrical work at the Property.

13. Defendants failed to properly install the wires or connect the transformer at this independent senior living facility which caused the fires.

14. The Rowlett Fire Department’s preliminary investigation report indicated the following in pertinent part:

Oncor energized the 3-phase electrical system on Friday 12/11/2020 at approx. 4pm after the Cities building inspector passed the electrical inspection of the 3-phase portion of the electrical system.

\*\*\*

Investigators determined that the neutral/ground to the building was incorrectly connected to one of the primary feeds from the transformer (white connected to neutral on building, white connected to primary in transformer) resulting in energizing the neutral and grounding components of the building.

Upon examination of the transformer in the Club house fire the same electrical connections were made on both the fuse panel as well as the transformer (white connected to neutral on building, white connected to primary in transformer). The club house did not have installed a single-phase electrical system.

\*\*\*

Preliminary cause of the fire was determined to be electrical caused by the

improper connection of the neutral/grounding portion of the 3-phase system either in fuse panel on building or the transformer. Since there is no thermal protection of the grounding systems of the building the wires could overheat to the point of failure. The unprotected electrical components heated the surrounding structural members in the wall and floor cavities to the point of ignition.

15. The fires resulted in catastrophic loss to Plaintiffs who had to repair or replace the damaged structure, flooring, ceiling, walls, drywall, interior trim, appliance, plumbing, electrical fixtures, cabinetry, and countertops, among other items.

16. Plaintiffs have incurred substantial costs to mitigate further damages and to restore the senior living facility back to its pre-loss state. Plaintiffs have also incurred substantial damages due to the ongoing delay in completion of the Property due to the fires. In addition, Defendants' negligence has impacted hundreds of economically disadvantaged senior citizens waiting on housing at the Property.

17. Plaintiffs estimate their damages to be more than \$13 million and they continue to accrue. On October 26, 2022, Plaintiffs sent a demand to Oncor encouraging them to pay Plaintiffs for the damages they incurred. As of the date of this filing, Oncor has not responded to Plaintiffs' demand.

### **CAUSES OF ACTION**

#### **A. Defendants' negligence.**

18. Plaintiffs reiterate and adopt each and every statement in the foregoing paragraphs as if set forth fully here.

19. Defendants owed Plaintiffs a legal duty to use reasonable care while working on the Property's electrical system and while connecting the Property's transformer.

20. Defendants breached this duty by failing to properly connect the Property's transformer resulting in the fires that occurred on or about December 12 and 13, 2020.

21. Defendants' negligence has caused Plaintiffs' injuries because Plaintiffs have had to repair the damage to senior living facility. Plaintiffs have also been harmed by the loss of rental income, delay damages, and all other financial impacts caused by the fires.

22. Plaintiffs are entitled to their actual damages (both direct and indirect), prejudgment and post judgment interest, court costs, and attorneys' fees.

**B. Oncor's Breach of Contract.**

23. Plaintiffs reiterate and adopt each and every statement in the foregoing paragraphs as if set forth fully here.

24. On information and belief, Plaintiffs and Oncor had a valid enforceable contract, namely a service agreement where Oncor agreed to properly install the equipment and network that would deliver electricity to Plaintiffs' Property.

25. On information and belief, Plaintiffs are proper parties to bring suit for breach of the contract.

26. On information and belief, Plaintiffs performed, tendered performance, and/or were excused from performing their contractual obligations.

27. Oncor breached its contractual obligations by failing to properly connect and install the electric distribution network that delivers electricity to Plaintiffs' Property which resulted in the December 12 and 13 fires mentioned above.

28. Oncor's breaches have caused Plaintiffs' injuries which include Plaintiffs' costs to mitigate further damages, to repair and replace the damaged structures, Plaintiffs' loss of rental income, delay damages, and all other financial impacts caused by the fires.

29. Plaintiffs are entitled to their actual damages (both direct and indirect), interest, costs, and attorney's fees.



### **CONDITIONS PRECEDENT**

30. Plaintiffs reiterate and adopt each and every statement in the foregoing paragraphs as if set forth fully here.

31. All conditions precedent to Plaintiffs' recovery against Defendants have been fully performed, occurred, or have been waived.

### **ATTORNEYS' FEES**

32. Plaintiffs reiterate and adopt each and every statement in the foregoing paragraphs as if set forth fully here.

33. As a result of Defendants' wrongful conduct and breaches, Plaintiffs retained the undersigned counsel to assist in seeking recovery for Plaintiffs' claims, including the filing of this Petition and any further amended or supplemental petitions. Plaintiffs have incurred and will incur attorneys' fees and costs in bringing this action.

34. Pursuant to Chapter 38 of the Texas Civil Practice and Remedies Code, Plaintiffs are entitled to recover reasonable and necessary attorneys' fees incurred in the prosecution of their claims against Oncor for breach of a written contract.

### **RULE 193.7 NOTICE**

35. Pursuant to Rule 193.7 of the Texas Rules of Civil Procedure, Plaintiffs hereby give actual notice to Defendants that any and all documents produced in discovery may be used against Defendants at any pretrial proceeding and/or at the trial of this matter without the necessity of authenticating the documents.

### **REQUIRED DISCLOSURES**

36. Plaintiffs remind the Defendants to comply with the provisions of Rule 194 of the Texas Rules of Civil Procedure: Required Disclosures.

**JURY TRIAL**

37. Plaintiffs request a jury trial and will tender the applicable jury fee.

**PRAYER**

Based on the foregoing, Plaintiffs, Savannah at Lakeview, LP and RISE Residential Construction, LP, respectfully request that the Court grant the following requested relief:

- a. Defendants be cited to appear and answer the allegations contained in this petition;
- b. Plaintiffs be awarded the entirety of their actual (direct, indirect and/or consequential) damages, prejudgment and post judgment interest, and costs;
- c. Plaintiffs be awarded their actual attorneys' fees and reasonable costs incurred as a result of having to file this action; and
- d. Plaintiffs be granted any and all other relief, special or general, legal or equitable, as they may show themselves to be justly entitled to receive.

Respectfully submitted,

**MUNSCH HARDT KOPF & HARR, P.C.**

By: /s/ Justin K. Ratley

Justin K. Ratley  
State Bar No. 24093011  
jratley@munsch.com  
700 Milam Street, Suite 800  
Houston, Texas 77002  
Telephone: (713) 222-1470

AND

Logan Adcock  
State Bar No. 24092016  
ladock@munsch.com  
Caitlin W. Roberts  
State Bar No. 24102942  
croberts@munsch.com  
500 N. Akard Street, Suite 3800  
Dallas, Texas 75201  
Telephone: (214) 855-7500

**ATTORNEYS FOR PLAINTIFFS**

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Heather Valentine on behalf of Justin Ratley  
Bar No. 24093011  
hvalentine@munsch.com  
Envelope ID: 70876856  
Status as of 12/12/2022 7:23 AM CST

#### Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Heather Valentine		hvalentine@munsch.com	12/9/2022 2:52:09 PM	SENT
Justin Ratley		jratley@munsch.com	12/9/2022 2:52:09 PM	SENT
Caitlin Roberts		CRoberts@munsch.com	12/9/2022 2:52:09 PM	SENT
Logan Adcock		LAdcock@munsch.com	12/9/2022 2:52:09 PM	SENT

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Chris Cude on behalf of Chris Cude

Bar No. 24105763

ccude@mklawpc.com

Envelope ID: 73920774

Filing Code Description: Motion - Consolidate

Filing Description: DEF (STANDARD UTILITY) MOTION CONSOLIDATE

Status as of 3/23/2023 8:26 AM CST

Associated Case Party: ONCOR ELECTRIC DELIVERY COMPANY LLC

Name	BarNumber	Email	TimestampSubmitted	Status
John CStewart		john.stewart@oncor.com	3/22/2023 4:19:06 PM	SENT
Angie Ranton		angela.ranton@oncor.com	3/22/2023 4:19:06 PM	SENT
Diane Hallmark		diane.hallmark@oncor.com	3/22/2023 4:19:06 PM	SENT

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Heather Valentine		hvalentine@munsch.com	3/22/2023 4:19:06 PM	SENT
Justin Ratley		jratley@munsch.com	3/22/2023 4:19:06 PM	SENT
Caitlin Roberts		CRoberts@munsch.com	3/22/2023 4:19:06 PM	SENT
Logan Adcock		LAdcock@munsch.com	3/22/2023 4:19:06 PM	SENT

Associated Case Party: STANDARD UTILITY CONSTRUCTION, INC.

Name	BarNumber	Email	TimestampSubmitted	Status
Michael Miller		mmiller@mklawpc.com	3/22/2023 4:19:06 PM	SENT
Robyn Cruze		rcruze@mklawpc.com	3/22/2023 4:19:06 PM	SENT
Chris Cude		ccude@mklawpc.com	3/22/2023 4:19:06 PM	SENT
Britanie Cruze		bcruze@mklawpc.com	3/22/2023 4:19:06 PM	SENT

Associated Case Party: RISE RESIDENTIAL CONSTRUCTION, LP

Name	BarNumber	Email	TimestampSubmitted	Status
Joanna Walls		JWalls@munsch.com	3/22/2023 4:19:06 PM	SENT

DC-23-03608

CAUSE NO. \_\_\_\_\_

**TEJAS SPECIALTY CONCRETE  
COATINGS, LLC d/b/a SPECIALTY  
CONCRETE COATINGS OF TEXAS,**

*Plaintiff,*

v.

**RISE RESIDENTIAL CONSTRUCTION  
LAKEVIEW, LLC; and, TX LAKEVIEW  
SENIORS, LP,**

*Defendants.*

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**IN THE DISTRICT COURT OF**

**DALLAS COUNTY, TEXAS**

95th

\_\_\_\_ **JUDICIAL DISTRICT**

**PLAINTIFF’S ORIGINAL PETITION**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Plaintiff, TEJAS SPECIALTY CONCRETE COATINGS, LLC with this suit to recover contract damages and seeking an order foreclosing mechanic’s liens, and would respectfully show as follows:

**I.**

**Discovery Control Plan**

1. Plaintiff intends for this matter to be conducted under Level 2 of Rule 190 of the Texas Rules of Civil Procedure.

**II.**

**Parties**

2. Plaintiff, TEJAS SPECIALTY CONCRETE COATINGS, LLC d/b/a SPECIALTY CONCRETE COATINGS OF TEXAS (“SCC” or “Plaintiff”), is a Texas limited liability company.

3. Defendant, RISE RESIDENTIAL CONSTRUCTION LAKEVIEW, LLC, (“Rise”) is a Texas limited liability company. Rise may be served with process, with issuance of citation being requested at this time, by serving its Registered Agent, John C. Shackelford, at 9201 N. Central Expressway, 4<sup>th</sup> Floor, Dallas, Texas 75231, or at such other place as he may be found.

4. Defendant, TX LAKEVIEW SENIORS, LP, is a Texas limited partnership, (“TX Lakeview” and collectively with Rise, “Defendants”). TX Lakeview may be served with process, with issuance of citation being requested at this time, by serving its Registered Agent, John C. Shackelford, at 9201 N. Central Expressway, 4<sup>th</sup> Floor, Dallas, Texas 75231.

### **III.** **Jurisdiction and Venue**

5. The amount in controversy is within the jurisdictional limits of this Court. As required by T.R.C.P. 47, SCC informs the Court and Defendants that SCC is seeking the recovery of monetary relief in an amount less than \$250,000, as well as other non-monetary relief.

6. The principal office of Rise in this State is in Dallas County, Texas. Hence, pursuant to Tex. Civ. Prac. & Rem. Code §§ 15.002(a)(3) and 15.005, venue is proper in Dallas County, Texas.

**IV.**  
**Factual Background**

**A. Subcontract #1**

7. Pursuant to a subcontract between SCC and Rise, (“Subcontract #1”), SCC furnished labor and materials (the “Subcontract #1 Work”) related to the construction of certain improvements (the “Project”) on the property having a street address of 7500 Lakeview Parkway, Rowlett, Texas 75088 (the “Real Property”). TX Lakeview appears to hold a leasehold interest (the “Leasehold Interest”) in the Real Property and appears to be the owner or reputed owner of the improvements to the Real Property (the “Improvements” and, together with the Leasehold Interest, the “Property”).

8. SCC furnished the Subcontract #1 Work up to and including the month of November 2020. SCC furnished the foregoing Subcontract #1 Work to Rise, a subcontractor to Savannah at Lakeview Contractor LLC (“Savannah”), an original contractor on the Project. In accordance with the terms of Subcontract #1, as it furnished the Subcontract #1 Work, SCC submitted its Applications for Payment (“Subcontract #1 Progress Billings”) to Rise. In addition to the Subcontract #1 Progress Billings, upon the completion of the Subcontract #1 Work, SCC submitted to Rise a Payment Application – Retention Billing (the “Subcontract #1 Retainage Pay App” and, together with the Subcontract #1 Progress Billings, the “Subcontract #1 Pay Apps”). By virtue of the Subcontract #1 Pay Apps, SCC made a demand on Rise to pay the indebtedness evidenced by the Subcontract #1 Pay Apps. Rise has paid the Subcontract #1 Progress Billings, but has failed and refused to pay all of the indebtedness evidenced by the Subcontract #1 Retainage Pay App. At this time, after allowing all just and lawful offsets

and credits, the principal sum of **\$36,000.00** remains outstanding and owing to SCC on the Subcontract #1 Retainage Pay App.<sup>1</sup>

9. By letter dated December 15, 2020 (the “Subcontract #1 Retainage Notice”), SCC provided notice to TX Lakeview and Savannah, advising that SCC was a subcontractor on the Project under a subcontract with Rise, which subcontract provided for contractual retainage, this Subcontract #1 Retainage Notice having been sent in accordance with the provisions of Tex. Prop. Code § 53.057(f), as it was then enacted.

10. Because it was not paid in full for the Subcontract #1 Retainage Pay App, SCC filed for record an Affidavit of Claim for Mechanic’s Lien (the “Subcontract #1 Lien Affidavit”), and simultaneously had a copy of the Subcontract #1 Lien Affidavit served on TX Lakeview, Savannah, and Rise,<sup>2</sup> thereby perfecting a lien (the “Subcontract #1 Lien”) in accordance with Chapter 53 of the Texas Property Code.

**B. Subcontract #2**

11. Pursuant to a separate subcontract between SCC and Rise (“Subcontract #2” and, together with Subcontract #1, the “Subcontracts”), SCC furnished additional labor and materials (the “Subcontract #2 Work” and, together with the Subcontract #1 Work, the “Work”) for the Project.

12. SCC furnished the Subcontract #2 Work up to and including the month of November 2020. SCC furnished the foregoing Subcontract #2 Work to Rise, a

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<sup>1</sup> A copy of the Subcontract #1 Retainage Pay App is attached hereto as part of **Exhibit 1**.

<sup>2</sup> A copy of the recorded Subcontract #1 Lien Affidavit is attached hereto as **Exhibit 1**. Because a portion of the amount of the claim covered by the Subcontract #1 Lien Affidavit was thereafter paid, a partial release of lien was filed for record, thereby releasing the amount of the claim covered by the Subcontract #1 Lien Affidavit to \$36,000.00.



subcontractor to Savannah, an original contractor on the Project. In accordance with the terms of Subcontract #2, SCC submitted its Applications for Payment (“Subcontract #2 Progress Billings”) to Rise. In addition to the Subcontract #2 Progress Billings, upon the completion of the Subcontract #2 Work, SCC submitted to Rise a Payment Application – Retention Billing (the “Subcontract #2 Retainage Pay App” and, together with the Subcontract #2 Progress Billings, the “Subcontract #2 Pay Apps” and, together with the Subcontract #1 Pay Apps, the “Pay Apps”). By virtue of the Subcontract #2 Pay Apps, SCC made a demand on Rise to pay the indebtedness evidenced by the Subcontract #2 Pay Apps. Rise has paid the Subcontract #2 Progress Billings, but has failed and refused to pay all of the indebtedness evidenced by the Subcontract #2 Retainage Pay App. At this time, after allowing all just and lawful offsets and credits, the principal sum of **\$30,000.00** remains outstanding and owing to SCC on the Subcontract #2 Retainage Pay App.<sup>3</sup>

13. By letter dated December 15, 2020 (the “Subcontract #2 Retainage Notice” and, together with the Subcontract #1 Retainage Notice, the “Retainage Notices”), SCC provided notice to TX Lakeview and Savannah, advising that SCC was a subcontractor on the Project under a subcontract with Rise, which subcontract provided for contractual retainage, this Subcontract #2 Retainage Notice having been sent in accordance with the provisions of Tex. Prop. Code § 53.057(f), as it was then enacted.

14. Because it was not paid in full for the Subcontract #2 Retainage Pay App, SCC filed for record an Affidavit of Claim for Mechanic’s Lien (the “Subcontract #2 Lien

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<sup>3</sup> A copy of the Subcontract #2 Retainage Pay App is attached hereto as part of **Exhibit 2**.

Affidavit” and, together with the Subcontract #1 Lien Affidavit, the “Lien Affidavits”), and simultaneously had a copy of the Subcontract #2 Lien Affidavit served on TX Lakeview, Savannah, and Rise,<sup>4</sup> thereby perfecting a lien (the “Subcontract #2 Lien” and, together with the Subcontract #1 Lien, the “Liens”) in accordance with Chapter 53 of the Texas Property Code.

15. SCC files this lawsuit seeking to recover the principal amount outstanding under the Pay Apps; interest on this amount at the rate provided by law; SCC’s attorney’s fees; and, an order foreclosing the Liens.

**V.**  
**Causes of Action**

16. SCC incorporates by reference herein all of the foregoing Paragraphs of this Petition as if fully set forth at length.

**Breach of Contract**  
**(Rise)**

17. Each of the Subcontracts constitutes a valid and binding contract between SCC and Rise. SCC has fully performed its obligations under the Subcontracts and has made demand on Rise for payment of the amounts owing under the Pay Apps. All conditions precedent to the right of SCC to recover the principal amount owing under the Pay Apps, plus interest at the maximum rate provided by law, and its costs and reasonable and necessary attorney’s fees, have occurred. Nonetheless, Rise has failed and refused to pay to SCC the amount owing by Rise for the Work provided by SCC pursuant to the Subcontracts as reflected in the Pay Apps.

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<sup>4</sup> A copy of the recorded Subcontract #2 Lien Affidavit is attached hereto as **Exhibit 2**.

18. Rise has wholly defaulted under the Subcontracts. SCC hereby asserts a breach of contract claim against Rise and seeks the recovery of all contract damages to which it is entitled as a result thereof, including, but not necessarily limited to: the principal amount of this claim (\$66,000.00); prejudgment<sup>5</sup> and post-judgment interest; and, costs and reasonable and necessary attorney's fees.

**Quantum Meruit  
(Rise)**

19. Pleading in the alternative, and without waiving the foregoing, if this Court does not find that there exists contracts between SCC and Rise as alleged above, SCC is entitled to recover from Rise in quantum meruit.

20. SCC provided valuable services, materials, and/or equipment for Rise.

21. Rise accepted those services, materials, and/or equipment.

22. Rise had reasonable notice that SCC expected compensation for the services, materials, and/or equipment furnished by SCC.

23. Therefore, SCC is entitled to recover from Rise the reasonable value of the services, materials, and/or equipment provided by SCC, which reasonable value, after allowing all just and lawful offsets and credits, is at least **\$66,000.00**, as well as prejudgment and post-judgment interest, costs and attorney's fees, and all other contract damages to which SCC is entitled, at law or in equity.

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<sup>5</sup> Prejudgment interest is to be calculated at the rate provided by the Subcontracts or, if no rate is specified, at the greater of the rate provided by the Prompt Payment Act (Chapter 28 of the Texas Property Code) or Chapter 302 of the Texas Finance Code.

**Claims as Lower-Tier Subcontractor under Chapter 53 of  
the Texas Property Code**

24. SCC mailed to TX Lakeview and to Savannah the Retainage Notices. Thereafter, as a result of Rise's failure to pay the amount owing to SCC under the Subcontracts, SCC: (i) filed for record the Lien Affidavits, and, (ii) within five (5) days of the filing of each of the Lien Affidavits, sent a copy of that Lien Affidavit to TX Lakeview and Savannah, thereby perfecting the Liens as a lower-tier subcontractor against the Project, the Property, and the "Retainage".<sup>6</sup>

25. The Liens have been perfected in accordance with Chapter 53 of the Texas Property Code. The Liens constitute valid and enforceable liens against the interest of TX Lakeview in the Property and the Project, and against the Retainage. TX Lakeview has been notified of the Liens, and the unpaid debt on which the Liens are based, but it has failed and refused to pay the debt covered by the Liens. Therefore, SCC is entitled to a judgment in favor of SCC and against TX Lakeview, declaring the validity and enforceability of the Liens to secure the payment of the amount covered thereby **(\$66,000.00)**, and ordering TX Lakeview to pay to SCC the amount secured by the Liens. SCC is further entitled to a judgment ordering the foreclosure of the Liens, and directing the Sheriff of Dallas County, Texas to sell the Property at a foreclosure sale to the highest bidder, with the proceeds thereof to be applied first, to reimburse the sheriff for the costs

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<sup>6</sup> The Retainage is the amount which was withheld by TX Lakeview from amounts otherwise payable to Savannah pursuant to each of the foregoing contracts (the "Original Contracts") between TX Lakeview and Savannah with respect to the Project; and, the amount which was withheld, or which should have been withheld, by TX Lakeview from Savannah from amounts otherwise payable to Savannah by TX Lakeview with respect to the Project, pursuant to Tex. Prop. Code § 53.057(f) and pursuant to Subchapter E of the Texas Property Code (Tex. Prop. Code §§ 53.101 et seq.).

incurred in conducting the sale, and then against the indebtedness owing by Defendants to SCC as covered by the Lien Affidavits.

26. As a result of the failure of Rise to pay the amount owing to SCC under the Pay Apps and, because TX Lakeview has failed to pay to SCC the amounts secured by the Lien Affidavits, SCC has been required to employ the services of the law firm of Crady Jewett McCulley & Houren LLP to pursue payment from Rise and TX Lakeview, and to represent SCC in this matter against Rise and TX Lakeview. Thus, pursuant to the Subcontracts, pursuant to Chapter 38 of the Texas Civil Practice & Remedies Code, pursuant to the Prompt Payment Act (Chapter 28 of the Texas Property Code), and/or as otherwise allowed by law, SCC is entitled to recover from Rise the reasonable and necessary attorney's fees incurred by SCC in seeking the recovery of the account described hereinabove. Further, pursuant to Section 53.156 of the Texas Property Code, SCC is entitled to recover from Rise and from TX Lakeview, jointly and severally, SCC's costs and reasonable attorney's fees as are equitable and just in enforcing its Liens.

#### **Conditions Precedent**

27. All conditions precedent to SCC's right to recover against TX Lakeview and Rise on the respective claims asserted herein against them have occurred or have been performed.

#### **VI. Prayer**

WHEREFORE, PREMISES CONSIDERED, Tejas Specialty Concrete Coatings, LLC d/b/a Specialty Concrete Coatings of Texas, prays that upon final trial and hearing,

judgment be entered in favor of SCC and against Rise Residential Construction Lakeview, LLC (“Rise”) and TX Lakeview Seniors, LP (“TX Lakeview”) as follows:

- 1) judgment against Rise for the principal sum of **\$66,000.00**;
- 2) judgment against Rise, for prejudgment interest, at the maximum rate allowed by law, on the amount awarded to SCC and against Rise as specified in 1) above;
- 3) judgment against Rise, for costs and reasonable and necessary attorney’s fees pursuant to the Subcontracts, pursuant to Chapter 38 of the Texas Civil Practice & Remedies Code, or pursuant to Chapter 28 of the Texas Property Code;
- 4) judgment against Rise, for post-judgment interest on all amounts awarded to SCC and assessed against Rise, at the judgment rate provided by Chapter 304 of the Texas Finance Code;
- 5) judgment against TX Lakeview for the amount covered by the Liens as provided by Chapter 53 of the Texas Property Code, up to the principal sum of **\$66,000.00**;<sup>7</sup>
- 6) judgment against TX Lakeview, and Rise, jointly and severally, awarding SCC its costs and reasonable attorney’s fees, as are equitable and just, pursuant to Chapter 53 of the Texas Property Code;
- 7) judgment against TX Lakeview, and in favor of SCC, for post-judgment interest on all amounts awarded to SCC and assessed against TX Lakeview, at the judgment rate provided by Chapter 304 of the Texas Finance Code;
- 8) judgment foreclosing the Liens and directing the Sheriff of Dallas County, Texas to sell the Property and the Project at foreclosure sales to the highest bidder, with the proceeds from the sales to be applied, first, in payment of the costs and fees of the Sheriff in connection with the sales; then, against the claim as specified in the Lien Affidavits; and, thereafter, with any excess to be applied in the manner provided by law; and,

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<sup>7</sup> This amount to be joint and several with the amount awarded in 1) above.

- 9) judgment awarding SCC such other and further relief, at law and in equity, to which it may be entitled.

Dated: March 15, 2023.

Respectfully Submitted,

CRADY JEWETT McCULLEY & HOUREN LLP

By: /s/ William R. Sudela

William R. Sudela

State Bar No. 19463300

Email: [wsudela@cjmhlaw.com](mailto:wsudela@cjmhlaw.com)

John D. Herrmann

State Bar No. 24120549

Email: [jherrmann@cjmhlaw.com](mailto:jherrmann@cjmhlaw.com)

J. Daniel Long

State Bar No. 24036985

Email: [dlong@cjmhlaw.com](mailto:dlong@cjmhlaw.com)

Christopher J. Matulis

State Bar No. 24128524

Email: [cmatulis@cjmhlaw.com](mailto:cmatulis@cjmhlaw.com)

2727 Allen Parkway, Suite 1700

Houston, Texas 77019-2125

Telephone: (713) 739-7007

Fax: (713) 739-8403

**Attorneys for Tejas Specialty Concrete  
Coatings, LLC d/b/a Specialty Concrete  
Coatings of Texas**

**EXHIBIT 1**

**SUBCONTRACT #1 LIEN AFFIDAVIT**



**EXHIBIT 1**

CRADY JEWETT McCULLLEY & HOUREN LLP

LAWYERS

2727 ALLEN PARKWAY

SUITE 1700

HOUSTON, TEXAS 77019-2125

-----  
(713) 739-7007

E-MAIL: [wsudela@cjmhlaw.com](mailto:wsudela@cjmhlaw.com)

WILLIAM R. SUDELA  
PARTNER

TELEFAX  
(713) 739-8403

March 15, 2021

***Certified Mail/Return Receipt  
Requested and Regular Mail*** \_\_\_\_\_

TX Lakeview Seniors, LP  
16812 Dallas Parkway  
Dallas, Texas 75248

***Certified Mail/Return Receipt  
Requested and Regular Mail*** \_\_\_\_\_

TX Lakeview Seniors, LP  
c/o John C. Shackelford, Registered Agent  
9201 N. Central Expressway, 4th Floor  
Dallas, Texas 75231

***Certified Mail/Return Receipt  
Requested and Regular Mail*** \_\_\_\_\_

Savannah at Lakeview Contractor, LLC  
c/o Rowlett Housing Finance Corporation,  
Registered Agent  
4113 Main Street, Suite 105  
Rowlett, Texas 75088

Re: **Affidavit of Claim for Mechanic's Lien**  
Project: Lakeview Senior Living Apartments  
  
Owner: TX Lakeview Seniors, LP  
  
Original  
Contractor: Savannah at Lakeview Contractor, LLC

March 15, 2021  
Page 2

Subcontractor: Rise Residential Construction Lakeview, LLC

Ladies and Gentlemen:

In connection with the referenced matter, enclosed is a copy of an Affidavit of Claim for Mechanic's Lien which has been filed in the Official Records of Dallas County, Texas.

Very truly yours,



William R. Sudela

Enclosure

cc: **Certified Mail/Return Receipt  
Requested and Regular Mail**  
Rise Residential Construction Lakeview, LLC  
16812 Dallas Parkway  
Dallas, Texas 75248  
(w/ Enclosure)

**Certified Mail/Return Receipt  
Requested and Regular Mail**  
Rise Residential Construction Lakeview, LLC  
c/o John C. Shackelford, Registered Agent  
9201 N. Central Expressway, 4<sup>th</sup> Floor  
Dallas, Texas 75231  
(w/ Enclosure)

**Via Email: jackie@sccot.net**  
Jackie Araujo-Rodriguez  
(w/ Enclosure)

**AFFIDAVIT OF CLAIM FOR MECHANIC'S LIEN**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

BEFORE ME, the undersigned authority, on this day personally appeared **Larry Ortega, President of Tejas Specialty Concrete Coatings, LLC d/b/a Specialty Concrete Coatings of Texas**, and, upon his oath, after first being duly sworn, deposed and stated:

My name is **Larry Ortega**. I am the **President of Tejas Specialty Concrete Coatings, LLC**, a Texas limited liability company, d/b/a **Specialty Concrete Coatings of Texas**, ("Claimant"), with a mailing and physical address of **8920 Point Six Circle, Houston, Texas 77095**. The facts set forth herein are true and correct. I am competent to make this affidavit, and I am authorized to make this affidavit on behalf of Claimant.

Claimant has furnished labor, materials, and/or equipment for the "Project", as further described hereinafter, pursuant to a Subcontract Agreement (the "Subcontract Agreement") with **Rise Residential Construction Lakeview, LLC**, a Texas limited liability company ("Rise"), the party to whom Claimant furnished the "Work" (herein defined), in connection with the development of, and the construction of certain improvements to, that property in **Dallas County, Texas** commonly known as the **Lakeview Senior Living Apartments**, located at **7500 Lakeview Parkway, Rowlett, Texas 75088** (the "Project"). The Subcontract Agreement is referred to by and between Claimant and Rise as "Contract Number 1" and "Sub-Subcontract Number 150SPES1."

Rise, whose addresses are **16812 Dallas Parkway, Dallas, Texas 75248**, and **c/o John C. Shackelford, Registered Agent, 9201 N. Central Expressway, 4th Floor, Dallas, Texas 75231**, was a subcontractor to **Savannah at Lakeview Contractor, LLC**, a Texas limited liability company ("Savannah" or the "Original Contractor"), an original contractor on the Project. Original Contractor's address is: **c/o Rowlett Housing Finance Corporation, Registered Agent, 4113 Main Street, Suite 105, Rowlett, Texas 75088**.

Claimant has not been paid in full the amount due to it under the Subcontract Agreement for the labor, materials, and/or equipment furnished by Claimant on the Project during the **month of November 2020**, in the aggregate amount of **\$13,950.00** (which amount does not include retainage). The labor, materials, and/or equipment provided by Claimant upon which the claim described herein is based (the "Work") is generally described as the furnishing and installation of lightweight/gypcrete and related items, and is further described in the **Subcontractor Payment Application (Progress Billing)** attached hereto as **Attachment A**.

Based upon a review of the Real Property Records of Dallas County, Texas, TX **Lakeview Seniors, LP**, a Texas limited partnership ("Owner" or "TX Lakeview") appears to be the owner of a leasehold interest (the "Leasehold Interest") in the property on which the Project is located (the "Land"), as well as the owner of the improvements constituting the Project (the "Improvements" and, together with the Leasehold Interest, the "Property") and appears to have been the owner of the Property at the time the foregoing claim had its inception.<sup>1</sup>

As such, Owner is the owner or reputed owner of the Property. Owner's last known addresses are: **16812 Dallas Parkway, Dallas, Texas 75248**, and **c/o John C. Shackelford, Registered Agent, 9201 N. Central Expressway, 4th Floor, Dallas, Texas 75231**.

Based upon the foregoing Subcontract Agreement between Claimant and Rise, Claimant furnished its labor and material on the Project as a lower-tier subcontractor. However, and notwithstanding the foregoing statements and the other statements in this Affidavit: it appears that the relationship between Owner and Original Contractor, between Original Contractor and Rise, and/or between Owner and Rise, is the type of relationship described in Section 53.026 of the Texas Property Code (Tex. Prop. Code § 53.026); or, Rise was acting as the agent of Owner on this Project. As such, for purposes of Chapter 53 of the Texas Property Code, Claimant is considered an original contractor on this Project.

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<sup>1</sup> As indicated by that Memorandum of Ground Lease (the "Memorandum") recorded in the Official Public Records (the Real Property Records) of Dallas County, Texas, County Clerk's File No. 201700359016, Owner appears to be the owner of the Improvements and the holder of the Leasehold Interest. The Land is more particularly described in Exhibit A to the Memorandum.

The amount of **\$13,950.00** in progress billings remains unpaid and is due and owing to Claimant under the Subcontract Agreement (Claimant's contract with Rise) for the portion of the Work performed during the month of **November 2020**.<sup>2</sup>

Also outstanding with respect to the Work performed, which amount is due and payable in accordance with the provisions of the Subcontract Agreement, and not included in the foregoing amount pertaining to progress billings, is the sum of **\$37,550.00**, withheld as retainage (the "Contractual Retainage") by Rise pursuant to the Subcontract Agreement.<sup>3</sup>

Pursuant to Chapter 53 of the Texas Property Code, and pursuant to Article XVI, Section 37 of the Texas Constitution, a mechanic's lien (the "Lien") securing the payment of all of the foregoing amounts - **\$13,950.00** in progress billings; and, **\$37,550.00** in Contractual Retainage - is herein claimed by Claimant against: the Property; the Project; the Contractual Retainage; and, the funds which Owner is required to have withheld from Original Contractor with respect to the Project pursuant to Sections 53.101 et seq. of the Texas Property Code (the "Statutory Retainage" and, together with the Contractual Retainage, the "Retainage").


Notices of Claimant's lien claim against the Owner, the Property, the Project, and the Retainage were sent to the Owner and/or the Original Contractor on the following dates and in the manner indicated below:

Date Notice of Claim Sent:	Addressee:	Method By Which Notice Sent:
December 15, 2020	Owner	Certified U.S. mail, return receipt requested; and, regular mail
February 22, 2021	Owner	Certified U.S. mail, return receipt requested; and, regular mail

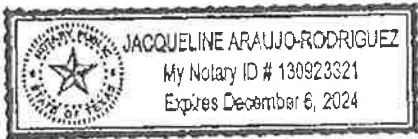
Further Affiant sayeth not.


<sup>2</sup> See Attachment A to this letter – Subcontractor Payment Applications (Progress Billings) - Application No. 5.

<sup>3</sup> See Attachment B to this letter – Application No. 6-Final. See, also, Attachment C to this letter, whereby Claimant advised Owner and Original Contractor that the Subcontract Agreement provided for contractual retainage.

  
LARRY ORTEGA, President of TEJAS  
SPECIALTY CONCRETE COATINGS, LLC, a  
Texas limited liability company, d/b/a  
SPECIALTY CONCRETE COATINGS OF  
TEXAS

SUBSCRIBED AND SWORN TO before me by LARRY ORTEGA, on this 15th  
day of March, 2021.

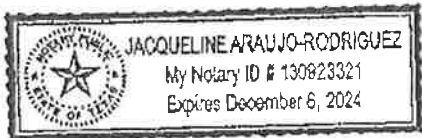



  
Notary Public, State of Texas

Acknowledgment

STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on the 15th day of March, 2021  
by LARRY ORTEGA, President of TEJAS SPECIALTY CONCRETE COATINGS, LLC,  
a Texas limited liability company, d/b/a SPECIALTY CONCRETE COATINGS OF  
TEXAS, on behalf of said company.



  
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

William R. Sudela  
Cradly Jewett McCulley & Houren LLP  
2727 Allen Parkway, Suite 1700  
Houston, Texas 77019-2125

ATTACHMENT "A"



SUBCONTRACTOR PAYMENT APPLICATION  
PROGRESS BILLING

FROM: Specialty Concrete Coatings of Texas  
8920 Point 6 Circle  
Houston, TX, 77096  
PHONE: 713-886-8977

TO: RISE Residential  
16812 Dalles Parkway  
Dallas, TX 75248  
P: 872-701-6556

Date: 12/3/2020  
Application Number: 06  
Invoice Number: 8417  
Project Name: Lakeview Senior Living Apts  
RISE Project Number: 160SPES1  
Contract Number: 1  
SCCGT JOB NO: 28452AL  
RISE Use Only  
Per Approval and Date

Type of Work: Lightweight / Gypcrete

This payment request covers the time period from: 11/1/2020 to 11/30/2020

Contract Summary:

1. Original Subcontract Amount	\$	<u>360,000.00</u>
2. Approved Subcontract Changes (Attach RISE Change Order)	\$	<u>16,600.00</u>
3. Total Revised Subcontract Amount (Line 1 + Line 2)	\$	<u>376,600.00</u>

Payment Application Summary:

4. Value of Work Completed To Date	<u>100%</u>	\$	<u>376,600.00</u>
5. Value of Stored Materials		\$	<u>-</u>
6. Total Completed and Stored to Date (Line 4 + Line 5)		\$	<u>376,600.00</u>
7. Less Prior Completed and Stored to Date (Line 6 from previous application)		<\$	<u>360,000.00</u>
8. Total Gross Earned This Month (Line 6 - Line 7)		\$	<u>15,600.00</u>
9. Less Retention Of	<u>10%</u>	<\$	<u>1,560.00</u>
10. Amount of This Payment Application (Line 8 - Line 9)		\$	<u>13,950.00</u>

Total value of unapproved extras or claims for which subcontract changes have NOT been issued. (Attach Detail): \$ -

Comments:

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Project: Lakeview Senior Living Apts  
Job No.: 160SPES1

Contractor: Specialty Concrete Coatings of Texas, 8920 Point 6 Circle, Houston, TX 77096  
Owner: RISE Residential Construction Services, LLC, 16812 Dalles Parkway, Dallas, TX 75248  
This document becomes effective only if signed by both parties. It is intended to release the contractor from all claims, damages, and costs, including attorney's fees, arising from the work performed under this contract. It is intended to release the contractor from all claims, damages, and costs, including attorney's fees, arising from the work performed under this contract. It is intended to release the contractor from all claims, damages, and costs, including attorney's fees, arising from the work performed under this contract.

This release covers a progress payment for all labor, materials, equipment, and services furnished to the project, whether or not billed, and for all claims, damages, and costs, including attorney's fees, arising from the work performed under this contract.

Before any recipient of this document signs this document, the recipient should verify evidence of payment to the signatory.

This document waives the signatory's right to sue for the funds received from the progress payment to promptly pay to all of the signatory's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided to or for the above-referenced project in regard to the attached claim(s) or original payment request(s).

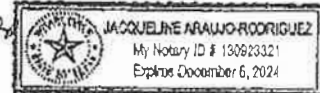
Specialty Concrete Coatings of Texas  
By: [Signature]  
Name: Lari Ortega  
Title: Proprietor

SUBSCRIBED AND SWORN TO BEFORE ME the undersigned, a Notary Public on this 3rd day of December, 2020  
to certify which witness by hand and seal of office

Notary Public, State of Texas

My Commission Expires: 12/06/2024

Jacqueline Arawo-Rodriguez



ATTACHMENT "A"

SCHEDULE OF VALUES  
 PROJECT: University Science Building  
 SCHED CONTRACT: Specialty Concrete Castings of Texas

APPLICATION NUMBER: 12/31/2020  
 APPLICATION DATE: 11/30/2020  
 PERIOD TO: 1505FEET  
 RISE PROJECT NO: 1505FEET

A Item No	B Cost Code	C Description of the Work	D Scheduled Value	E New Contract		F Materials Priority Shared (Mat'n D or E)	G Total Completed And Stored To Date (D+E+F)	H % (D+G)	I Balance To Finish (C-G)	J Retainage
				From Previous Application (D+E)	This Period					
BASE CONTRACT SCHEDULE										
1		HLSD ROCK BALCONIES	3,290.00	2,200.00	5		3,200.00	100%		320.00
2		Blkg 1A Floor 2	3,200.00	3,200.00	5		3,200.00	100%		320.00
3		Blkg 1A Floor 3	3,200.00	3,200.00	5		3,200.00	100%		320.00
4		Blkg 1B Floor 2	1,290.00	1,290.00	5		1,290.00	100%		129.00
5		Blkg 1B Floor 3	1,290.00	1,290.00	5		1,290.00	100%		129.00
6		Blkg 1E Floor 2	1,290.00	1,290.00	5		1,290.00	100%		129.00
7		Blkg 1E Floor 3	1,290.00	1,290.00	5		1,290.00	100%		129.00
8		Blkg 1C Floor 2	3,100.00	3,100.00	5		3,100.00	100%		310.00
9		Blkg 1C Floor 3	3,100.00	3,100.00	5		3,100.00	100%		310.00
10		Blkg 2A Floor 2	3,200.00	3,200.00	5		3,200.00	100%		320.00
11		Blkg 2A Floor 3	3,200.00	3,200.00	5		3,200.00	100%		320.00
12		Blkg 2B Floor 2	3,200.00	3,200.00	5		3,200.00	100%		320.00
13		Blkg 2B Floor 3	3,200.00	3,200.00	5		3,200.00	100%		320.00
14		Blkg 2E Floor 2	1,290.00	1,290.00	5		1,290.00	100%		129.00
15		Blkg 2E Floor 3	1,290.00	1,290.00	5		1,290.00	100%		129.00
16		Blkg 2C Floor 2	3,100.00	3,100.00	5		3,100.00	100%		310.00
17		Blkg 2C Floor 3	3,100.00	3,100.00	5		3,100.00	100%		310.00
18		Blkg 3A Floor 2	3,100.00	3,100.00	5		3,100.00	100%		310.00
19		Blkg 3A Floor 3	3,100.00	3,100.00	5		3,100.00	100%		310.00
20		Blkg 3B Floor 2	3,790.00	3,790.00	5		3,790.00	100%		379.00
21		Blkg 3B Floor 3	3,890.00	3,890.00	5		3,890.00	100%		389.00
22		Blkg 3E Floor 2	1,290.00	1,290.00	5		1,290.00	100%		129.00
23		Blkg 3E Floor 3	1,290.00	1,290.00	5		1,290.00	100%		129.00
24		Blkg 3C Floor 2	1,290.00	1,290.00	5		1,290.00	100%		129.00
25		Blkg 3C Floor 3	1,290.00	1,290.00	5		1,290.00	100%		129.00
26		Blkg 3D Floor 2	3,100.00	3,100.00	5		3,100.00	100%		310.00
27		Blkg 3D Floor 3	3,100.00	3,100.00	5		3,100.00	100%		310.00
MAJOR ROCK CORRIDORS										
28		Blkg 1A Floor 2	4,800.00	4,800.00	5		4,800.00	100%		480.00
29		Blkg 1A Floor 3	4,800.00	4,800.00	5		4,800.00	100%		480.00
30		Blkg 1A Floor 4	4,800.00	4,800.00	5		4,800.00	100%		480.00
31		Blkg 1B Floor 2	1,800.00	1,800.00	5		1,800.00	100%		180.00
32		Blkg 1B Floor 3	1,800.00	1,800.00	5		1,800.00	100%		180.00
33		Blkg 1B Floor 4	1,800.00	1,800.00	5		1,800.00	100%		180.00
34		Blkg 1C Floor 2	4,600.00	4,600.00	5		4,600.00	100%		460.00
35		Blkg 1C Floor 3	4,600.00	4,600.00	5		4,600.00	100%		460.00
36		Blkg 1C Floor 4	4,600.00	4,600.00	5		4,600.00	100%		460.00
37		Blkg 2A Floor 2	4,800.00	4,800.00	5		4,800.00	100%		480.00
38		Blkg 2A Floor 3	4,800.00	4,800.00	5		4,800.00	100%		480.00
39		Blkg 2A Floor 4	4,800.00	4,800.00	5		4,800.00	100%		480.00
40		Blkg 2B Floor 2	1,800.00	1,800.00	5		1,800.00	100%		180.00
41		Blkg 2B Floor 3	1,800.00	1,800.00	5		1,800.00	100%		180.00



ATTACHMENT "A"

Line	Description	Unit	Quantity	Rate	Amount	Start	End	Days	Rate	Amount	Start	End	Days	Rate	Amount
42	Bldg 28 Floor 4	1,500.00	5	1,500.00	1,500.00										
43	Bldg 28 Floor 2	1,500.00	5	1,500.00	1,500.00										
44	Bldg 28 Floor 3	1,500.00	5	1,500.00	1,500.00										
45	Bldg 28 Floor 4	1,500.00	5	1,500.00	1,500.00										
46	Bldg 28 Floor 2	1,500.00	5	1,500.00	1,500.00										
47	Bldg 28 Floor 3	1,500.00	5	1,500.00	1,500.00										
48	Bldg 28 Floor 4	1,500.00	5	1,500.00	1,500.00										
49	Bldg 28 Floor 2	1,500.00	5	1,500.00	1,500.00										
50	Bldg 28 Floor 3	1,500.00	5	1,500.00	1,500.00										
51	Bldg 28 Floor 4	1,500.00	5	1,500.00	1,500.00										
52	Bldg 28 Floor 2	1,500.00	5	1,500.00	1,500.00										
53	Bldg 28 Floor 3	1,500.00	5	1,500.00	1,500.00										
54	Bldg 28 Floor 4	1,500.00	5	1,500.00	1,500.00										
<b>FLASHING &amp; DOOR PKT.</b>															
55	Bldg 1A Floor 2	3,900.00	5	3,900.00	3,900.00										
56	Bldg 1A Floor 3	3,900.00	5	3,900.00	3,900.00										
57	Bldg 1A Floor 4	3,900.00	5	3,900.00	3,900.00										
58	Bldg 1B Floor 2	1,500.00	5	1,500.00	1,500.00										
59	Bldg 1B Floor 3	1,500.00	5	1,500.00	1,500.00										
60	Bldg 1B Floor 4	1,500.00	5	1,500.00	1,500.00										
61	Bldg 1C Floor 2	3,700.00	5	3,700.00	3,700.00										
62	Bldg 1C Floor 3	5,700.00	5	5,700.00	5,700.00										
63	Bldg 1C Floor 4	3,700.00	5	3,700.00	3,700.00										
64	Bldg 1C Floor 2	3,900.00	5	3,900.00	3,900.00										
65	Bldg 2A Floor 3	3,900.00	5	3,900.00	3,900.00										
66	Bldg 2A Floor 4	3,900.00	5	3,900.00	3,900.00										
67	Bldg 2B Floor 2	1,400.00	5	1,400.00	1,400.00										
68	Bldg 2B Floor 3	1,500.00	5	1,500.00	1,500.00										
69	Bldg 2B Floor 4	1,500.00	5	1,500.00	1,500.00										
70	Bldg 2C Floor 2	3,700.00	5	3,700.00	3,700.00										
71	Bldg 2C Floor 3	3,700.00	5	3,700.00	3,700.00										
72	Bldg 2C Floor 4	3,700.00	5	3,700.00	3,700.00										
73	Bldg 3C Floor 2	4,800.00	5	4,800.00	4,800.00										
74	Bldg 3C Floor 3	4,800.00	5	4,800.00	4,800.00										
75	Bldg 3A Floor 3	4,800.00	5	4,800.00	4,800.00										
76	Bldg 3B Floor 2	1,400.00	5	1,400.00	1,400.00										
77	Bldg 3B Floor 3	1,400.00	5	1,400.00	1,400.00										
78	Bldg 3B Floor 4	1,400.00	5	1,400.00	1,400.00										
79	Bldg 3C Floor 2	3,700.00	5	3,700.00	3,700.00										
80	Bldg 3C Floor 3	3,700.00	5	3,700.00	3,700.00										
81	Bldg 3C Floor 4	3,700.00	5	3,700.00	3,700.00										
<b>1-STAR MEMBRANE</b>															
82	Bldg 1A Floor 2	4,700.00	5	4,700.00	4,700.00										
83	Bldg 1A Floor 3	4,700.00	5	4,700.00	4,700.00										
84	Bldg 1A Floor 4	4,700.00	5	4,700.00	4,700.00										
85	Bldg 1B Floor 2	1,800.00	5	1,800.00	1,800.00										
86	Bldg 1B Floor 3	1,800.00	5	1,800.00	1,800.00										
87	Bldg 1B Floor 4	1,800.00	5	1,800.00	1,800.00										
88	Bldg 1C Floor 2	4,800.00	5	4,800.00	4,800.00										
89	Bldg 1C Floor 3	4,800.00	5	4,800.00	4,800.00										
90	Bldg 1C Floor 4	4,800.00	5	4,800.00	4,800.00										
91	Bldg 2A Floor 2	4,700.00	5	4,700.00	4,700.00										
92	Bldg 2A Floor 3	4,700.00	5	4,700.00	4,700.00										
93	Bldg 2A Floor 4	4,700.00	5	4,700.00	4,700.00										
94	Bldg 2B Floor 2	1,800.00	5	1,800.00	1,800.00										
95	Bldg 2B Floor 3	1,800.00	5	1,800.00	1,800.00										



ATTACHMENT "B"



SUBCONTRACTOR PAYMENT APPLICATION  
RETENTION BILLING

FROM: Specialty Concrete Coatings of Texas  
8020 Point 6 Circle  
Houston, TX 77086  
 PHONE: 713-896-9877  
 FAX: \_\_\_\_\_  
 TO: RISE Residential  
10812 Dallas Parkway  
Dallas, TX 75248  
 Ph: (972) 750-4409

Date: 12/3/2020  
 Application Number: 6-Final  
 Invoice Number: 6418  
 Project Name: Lakeview Senior Living Apt.  
 RISE Project Number: 150SPES1  
 Contract Number: 1  
 SCCC JOB NO: 20450A  
 RISE Use Only  
 PM Approval and Date: \_\_\_\_\_

Type of Work: Lightweight / Gypcrete

This payment request covers the time period from: 11/1/2020 to 11/30/2020

Contract Summary:

1. Original Subcontract Amount	\$	<u>380,000.00</u>
2. Approved Subcontract Changes (Attach RISE Change Order)	\$	<u>16,500.00</u>
3. Total Revised Subcontract Amount (Line 1 + Line 2)	\$	<u>376,500.00</u>

Payment Application Summary:

4. Value of Work Completed To Date	<u>100%</u>	\$	<u>375,500.00</u>
5. Value of Stored Materials		\$	
6. Total Completed and Stored to Date (Line 4 + Line 5)		\$	<u>375,500.00</u>
7. Less Prior Completed and Stored to Date (Line 6 from previous application)		<\$	<u>375,500.00</u>
8. Total Gross Earned This Month (Line 6 - Line 7)		\$	<u>0.00</u>
9. Retention held on this project now due	<u>10%</u>	<\$	<u>37,550.00</u>
10. Amount of This Payment Application (Line 8 - Line 9)		\$	<u>37,550.00</u>

Total value of unapproved extras or claims for which subcontractor changes have NOT been issued. (Attach Detail):  
 \$ \_\_\_\_\_

Comments:

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Project: Lakeview Senior Living Apt.  
 Job No.: 150SPES1

On receipt by the signer of this document of a check from RISE Residential Construction, L.L.C. in the sum of THIRTY SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS payable to Specialty Concrete Coatings of Texas (hereby parties of check) and when the check has been cashed and has been properly cashed and has been paid by the bank on which it drawn to receive and collect the full amount of the check and when the check is not cashed, the subcontractor hereby waives all claims for payment, past, present, and future, and the right under any contract or agreement between the parties and agrees not to file a claim or lawsuit for payment for the project for which the check is cashed. RISE Residential Construction is not retaining any lien on the property of RISE Residential Construction, L.L.C. located at \_\_\_\_\_

This check covers a progress payment for all labor, services, equipment, or materials furnished to the property and RISE Residential Construction, L.L.C. as listed in the attached statement of progress payment requests, except for unpaid retention, unused materials and supplies, or other items not listed.

Before any receipt of the check or cash on this document, the recipient shall verify evidence of payment to the signer.

The Agree-waiver on this document has already performed and the funds received from the progress payments promptly payment of all of the signers laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) of progress payment request(s).

Specialty Concrete Coatings of Texas  
 By: \_\_\_\_\_  
 Name: Bob Orloff  
 Title: President

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned, a Notary Public in the 3rd day of December, 2020 to certify which witness by hand and seal of office

Notary Public, State of Texas

My Commission Expires 12/06/2024

Jacqueline Araujo-Rodriguez  
 My Notary ID # 130923321  
 Expires December 6, 2024

ATTACHMENT "B"

SCHEDULE OF VALUES

PROJECT: Listerwood Senior Living Assisted  
 SUBCONTRACTOR: Specialty Concrete Coatings of Texas

APPLICATION NUMBER: 1373/2020  
 APPLICATION DATE: 11/20/2020  
 PERIOD TO: 12/31/2020  
 RISE PROJECT NO.: 1508PST

A Item No.	B Cost Code	C Description of the Work	D Scheduled Value	E MAX. AMOUNT		F Materials Presently Stored (Net on O/R)	G Total Completed And Stored To Date (G+E-F)	H % (G+E)	I Balance To Finish (C-G)	J Retainage
				From Previous Application (D-E)	This Period					
<b>MURDO ROCK BALCONIES</b>										
1		Blkg. 1A: Floor 2	\$ 3,200.00	\$	\$ 3,200.00	\$	\$ 3,200.00	100%	\$	\$ 320.00
2		Blkg. 1A: Floor 3	\$ 3,200.00	\$	\$ 3,200.00	\$	\$ 3,200.00	100%	\$	\$ 320.00
3		Blkg. 1A: Floor 4	\$ 3,200.00	\$	\$ 3,200.00	\$	\$ 3,200.00	100%	\$	\$ 320.00
4		Blkg. 1B: Floor 2	\$ 1,200.00	\$	\$ 1,200.00	\$	\$ 1,200.00	100%	\$	\$ 120.00
5		Blkg. 1B: Floor 3	\$ 1,200.00	\$	\$ 1,200.00	\$	\$ 1,200.00	100%	\$	\$ 120.00
6		Blkg. 1B: Floor 4	\$ 1,200.00	\$	\$ 1,200.00	\$	\$ 1,200.00	100%	\$	\$ 120.00
7		Blkg. 1C: Floor 2	\$ 3,100.00	\$	\$ 3,100.00	\$	\$ 3,100.00	100%	\$	\$ 310.00
8		Blkg. 1C: Floor 3	\$ 3,100.00	\$	\$ 3,100.00	\$	\$ 3,100.00	100%	\$	\$ 310.00
9		Blkg. 1C: Floor 4	\$ 3,100.00	\$	\$ 3,100.00	\$	\$ 3,100.00	100%	\$	\$ 310.00
10		Blkg. 2A: Floor 2	\$ 3,200.00	\$	\$ 3,200.00	\$	\$ 3,200.00	100%	\$	\$ 320.00
11		Blkg. 2A: Floor 3	\$ 3,200.00	\$	\$ 3,200.00	\$	\$ 3,200.00	100%	\$	\$ 320.00
12		Blkg. 2A: Floor 4	\$ 3,200.00	\$	\$ 3,200.00	\$	\$ 3,200.00	100%	\$	\$ 320.00
13		Blkg. 2B: Floor 2	\$ 1,200.00	\$	\$ 1,200.00	\$	\$ 1,200.00	100%	\$	\$ 120.00
14		Blkg. 2B: Floor 3	\$ 1,200.00	\$	\$ 1,200.00	\$	\$ 1,200.00	100%	\$	\$ 120.00
15		Blkg. 2B: Floor 4	\$ 1,200.00	\$	\$ 1,200.00	\$	\$ 1,200.00	100%	\$	\$ 120.00
16		Blkg. 2C: Floor 2	\$ 3,100.00	\$	\$ 3,100.00	\$	\$ 3,100.00	100%	\$	\$ 310.00
17		Blkg. 2C: Floor 3	\$ 3,100.00	\$	\$ 3,100.00	\$	\$ 3,100.00	100%	\$	\$ 310.00
18		Blkg. 2C: Floor 4	\$ 3,100.00	\$	\$ 3,100.00	\$	\$ 3,100.00	100%	\$	\$ 310.00
19		Blkg. 3A: Floor 2	\$ 3,700.00	\$	\$ 3,700.00	\$	\$ 3,700.00	100%	\$	\$ 370.00
20		Blkg. 3A: Floor 3	\$ 3,700.00	\$	\$ 3,700.00	\$	\$ 3,700.00	100%	\$	\$ 370.00
21		Blkg. 3A: Floor 4	\$ 3,700.00	\$	\$ 3,700.00	\$	\$ 3,700.00	100%	\$	\$ 370.00
22		Blkg. 3B: Floor 2	\$ 1,200.00	\$	\$ 1,200.00	\$	\$ 1,200.00	100%	\$	\$ 120.00
23		Blkg. 3B: Floor 3	\$ 1,200.00	\$	\$ 1,200.00	\$	\$ 1,200.00	100%	\$	\$ 120.00
24		Blkg. 3B: Floor 4	\$ 1,200.00	\$	\$ 1,200.00	\$	\$ 1,200.00	100%	\$	\$ 120.00
25		Blkg. 3C: Floor 2	\$ 3,100.00	\$	\$ 3,100.00	\$	\$ 3,100.00	100%	\$	\$ 310.00
26		Blkg. 3C: Floor 3	\$ 3,100.00	\$	\$ 3,100.00	\$	\$ 3,100.00	100%	\$	\$ 310.00
27		Blkg. 3C: Floor 4	\$ 3,100.00	\$	\$ 3,100.00	\$	\$ 3,100.00	100%	\$	\$ 310.00
<b>MURDO ROCK CORRIDORS</b>										
28		Blkg. 1A: Floor 2	\$ 4,800.00	\$	\$ 4,800.00	\$	\$ 4,800.00	100%	\$	\$ 480.00
29		Blkg. 1A: Floor 3	\$ 4,800.00	\$	\$ 4,800.00	\$	\$ 4,800.00	100%	\$	\$ 480.00
30		Blkg. 1A: Floor 4	\$ 4,800.00	\$	\$ 4,800.00	\$	\$ 4,800.00	100%	\$	\$ 480.00
31		Blkg. 1B: Floor 2	\$ 1,800.00	\$	\$ 1,800.00	\$	\$ 1,800.00	100%	\$	\$ 180.00
32		Blkg. 1B: Floor 3	\$ 1,800.00	\$	\$ 1,800.00	\$	\$ 1,800.00	100%	\$	\$ 180.00
33		Blkg. 1B: Floor 4	\$ 1,800.00	\$	\$ 1,800.00	\$	\$ 1,800.00	100%	\$	\$ 180.00
34		Blkg. 1C: Floor 2	\$ 4,600.00	\$	\$ 4,600.00	\$	\$ 4,600.00	100%	\$	\$ 460.00
35		Blkg. 1C: Floor 3	\$ 4,600.00	\$	\$ 4,600.00	\$	\$ 4,600.00	100%	\$	\$ 460.00
36		Blkg. 1C: Floor 4	\$ 4,600.00	\$	\$ 4,600.00	\$	\$ 4,600.00	100%	\$	\$ 460.00
37		Blkg. 2A: Floor 2	\$ 4,800.00	\$	\$ 4,800.00	\$	\$ 4,800.00	100%	\$	\$ 480.00
38		Blkg. 2A: Floor 3	\$ 4,800.00	\$	\$ 4,800.00	\$	\$ 4,800.00	100%	\$	\$ 480.00
39		Blkg. 2A: Floor 4	\$ 4,800.00	\$	\$ 4,800.00	\$	\$ 4,800.00	100%	\$	\$ 480.00
40		Blkg. 2B: Floor 2	\$ 1,800.00	\$	\$ 1,800.00	\$	\$ 1,800.00	100%	\$	\$ 180.00
41		Blkg. 2B: Floor 3	\$ 1,800.00	\$	\$ 1,800.00	\$	\$ 1,800.00	100%	\$	\$ 180.00

ATTACHMENT "B"

42	Bldg 2B Floor 4	1,800.00	1,800.00	100%	5	180.00
43	Bldg 2C Floor 2	4,600.00	4,600.00	100%	5	460.00
44	Bldg 2C Floor 3	4,600.00	4,600.00	100%	5	460.00
45	Bldg 2C Floor 4	4,600.00	4,600.00	100%	5	460.00
46	Bldg 2A Floor 2	5,800.00	5,800.00	100%	5	580.00
47	Bldg 2A Floor 3	5,800.00	5,800.00	100%	5	580.00
48	Bldg 2A Floor 4	5,800.00	5,800.00	100%	5	580.00
49	Bldg 2B Floor 2	1,800.00	1,800.00	100%	5	180.00
50	Bldg 2B Floor 3	1,800.00	1,800.00	100%	5	180.00
51	Bldg 2B Floor 4	1,800.00	1,800.00	100%	5	180.00
52	Bldg 2C Floor 2	4,600.00	4,600.00	100%	5	460.00
53	Bldg 2C Floor 3	4,600.00	4,600.00	100%	5	460.00
54	Bldg 2C Floor 4	4,600.00	4,600.00	100%	5	460.00
FLASHING & COOR PKT.						
55	Bldg 1A Floor 2	3,900.00	3,900.00	100%	5	390.00
56	Bldg 1A Floor 3	3,900.00	3,900.00	100%	5	390.00
57	Bldg 1A Floor 4	3,900.00	3,900.00	100%	5	390.00
58	Bldg 1B Floor 2	1,500.00	1,500.00	100%	5	150.00
59	Bldg 1B Floor 3	1,500.00	1,500.00	100%	5	150.00
60	Bldg 1B Floor 4	1,500.00	1,500.00	100%	5	150.00
61	Bldg 1C Floor 2	3,700.00	3,700.00	100%	5	370.00
62	Bldg 1C Floor 3	3,700.00	3,700.00	100%	5	370.00
63	Bldg 1C Floor 4	3,700.00	3,700.00	100%	5	370.00
64	Bldg 2A Floor 2	3,900.00	3,900.00	100%	5	390.00
65	Bldg 2A Floor 3	3,900.00	3,900.00	100%	5	390.00
66	Bldg 2A Floor 4	3,900.00	3,900.00	100%	5	390.00
67	Bldg 2B Floor 2	1,400.00	1,400.00	100%	5	140.00
68	Bldg 2B Floor 3	1,500.00	1,500.00	100%	5	150.00
69	Bldg 2B Floor 4	1,500.00	1,500.00	100%	5	150.00
70	Bldg 2C Floor 2	3,700.00	3,700.00	100%	5	370.00
71	Bldg 2C Floor 3	3,700.00	3,700.00	100%	5	370.00
72	Bldg 2C Floor 4	3,700.00	3,700.00	100%	5	370.00
73	Bldg 2A Floor 2	4,800.00	4,800.00	100%	5	480.00
74	Bldg 2A Floor 3	4,800.00	4,800.00	100%	5	480.00
75	Bldg 2A Floor 4	4,800.00	4,800.00	100%	5	480.00
76	Bldg 2B Floor 2	1,400.00	1,400.00	100%	5	140.00
77	Bldg 2B Floor 3	1,400.00	1,400.00	100%	5	140.00
78	Bldg 2B Floor 4	1,400.00	1,400.00	100%	5	140.00
79	Bldg 2C Floor 2	3,700.00	3,700.00	100%	5	370.00
80	Bldg 2C Floor 3	3,700.00	3,700.00	100%	5	370.00
81	Bldg 2C Floor 4	3,700.00	3,700.00	100%	5	370.00
T-CLUB & MEMORANE						
82	Bldg 1A Floor 2	4,700.00	4,700.00	100%	5	470.00
83	Bldg 1A Floor 3	4,700.00	4,700.00	100%	5	470.00
84	Bldg 1A Floor 4	4,700.00	4,700.00	100%	5	470.00
85	Bldg 1B Floor 2	1,800.00	1,800.00	100%	5	180.00
86	Bldg 1B Floor 3	1,800.00	1,800.00	100%	5	180.00
87	Bldg 1B Floor 4	1,800.00	1,800.00	100%	5	180.00
88	Bldg 1C Floor 2	4,600.00	4,600.00	100%	5	460.00
89	Bldg 1C Floor 3	4,600.00	4,600.00	100%	5	460.00
90	Bldg 1C Floor 4	4,600.00	4,600.00	100%	5	460.00
91	Bldg 2A Floor 2	4,700.00	4,700.00	100%	5	470.00
92	Bldg 2A Floor 3	4,700.00	4,700.00	100%	5	470.00
93	Bldg 2A Floor 4	4,700.00	4,700.00	100%	5	470.00
94	Bldg 2B Floor 2	1,800.00	1,800.00	100%	5	180.00
95	Bldg 2B Floor 3	1,800.00	1,800.00	100%	5	180.00

ATTACHMENT "B"

Item	Description (Change Order)	Quantity	Unit	Rate	Amount	Start	End	Days	Rate	Amount	Code	Rate	Amount	Code	Rate	Amount
109	Unit 01 - Liquid membrane on laborer's coat	3	S	19,000.00	\$ 57,000.00											
110	Unit 02 - 16 rebar concrete in 3 areas	3	S	1,500.00	\$ 4,500.00											
	<b>Subtotal (Base Contract)</b>				<b>\$ 61,500.00</b>											
	<b>Change Order</b>															
	109	Unit 01 - Liquid membrane on laborer's coat	3	S	19,000.00	\$ 57,000.00										
	110	Unit 02 - 16 rebar concrete in 3 areas	3	S	1,500.00	\$ 4,500.00										
	<b>Subtotal (Change Order)</b>				<b>\$ 61,500.00</b>											
	<b>Total</b>				<b>\$ 123,000.00</b>											

## ATTACHMENT "C"

CRADY JEWETT McCULLEY & HOUREN LLP

LAWYERS  
2727 ALLEN PARKWAY  
SUITE 1700  
HOUSTON, TEXAS 77019-2125

-----  
(713) 739-7007

E-MAIL: wsudela@cjmhlaw.com

WILLIAM R. SUDELA  
PARTNER

TELEFAX  
(713) 739-8403

December 15, 2020

*Certified Mail/Return Receipt  
Requested and Regular Mail*

TX Lakeview Seniors, LP  
16812 Dallas Parkway  
Dallas, Texas 75248

*Certified Mail/Return Receipt  
Requested and Regular Mail*

TX Lakeview Seniors, LP  
c/o John C. Shackelford, Registered Agent  
9201 N. Central Expressway, 4th Floor  
Dallas, Texas 75231

*Certified Mail/Return Receipt  
Requested and Regular Mail*

Savannah at Lakeview Contractor, LLC  
c/o Rowlett Housing Finance Corporation,  
Registered Agent  
4113 Main Street, Suite 105  
Rowlett, Texas 75088

Re: Project: Lakeview Senior Living Apartments

Owner: TX Lakeview Seniors, LP<sup>1</sup>

---

<sup>1</sup> As indicated by that Memorandum of Ground Lease (the "Memorandum") recorded in the Official Public Records (the Real Property Records) of Dallas County, Texas, County Clerk's File No. 201700359016, Owner appears to be the owner of the Improvements and the holder of the Leasehold Interest. The Land is more particularly described in Exhibit A to the Memorandum.

## ATTACHMENT "C"

December 15, 2020

Page 2

Original  
Contractor: Savannah at Lakeview Contractor, LLC

Subcontractor: Rise Residential Construction Lakeview, LLC

Ladies and Gentlemen:

Our Firm represents Tejas Specialty Concrete Coatings, LLC d/b/a Specialty Concrete Coatings of Texas ("Specialty Concrete"), a lower-tier subcontractor to Rise Residential Construction Lakeview, LLC ("Rise Residential") on the referenced Project.<sup>2</sup>

This notice is provided pursuant to Sections 53.057 and 53.103 of the Texas Property Code, to advise as follows:

The Subcontract Agreement between Rise Residential and Specialty Concrete (the "Subcontract"),<sup>3</sup> pursuant to which Specialty Concrete has furnished labor and material purportedly as a lower-tier subcontractor in connection with the furnishing and installation of concrete lightweight/gypcrete and related matters on the Project, provides for the retainage by Rise Residential of 10% of the amounts otherwise owing to Specialty Concrete under the Subcontract.

The names and addresses of Specialty Concrete, the claimant herein, and Rise Residential, purportedly a first tier subcontractor on the Project (under Original Contractor) and the other party to the Subcontract (which provides for contractual retainage), are as follows:

Tejas Specialty Concrete Coatings, LLC d/b/a  
Specialty Concrete Coatings of Texas  
8920 Point Six Circle  
Houston, Texas 77095

Rise Residential Construction Lakeview, LLC  
16812 Dallas Parkway  
Dallas, Texas 78248

---

<sup>2</sup> The statements made in this letter are without waiving any claims that the relationship between Owner and Original Contractor, between Original Contractor and Subcontractor, and/or between Owner and Subcontractor is the type of relationship described in Section 53.026 of the Texas Property Code (Tex. Prop. Code § 53.026), so that, for purposes of Chapter 53 of the Texas Property Code, Specialty Concrete may be considered a first-tier contractor or an original contractor on this Project.

<sup>3</sup> The Subcontract Agreement is referred to by and between Claimant and Rise as "Contract Number 1" and "Sub-Subcontract Number 150SPES1."



**ATTACHMENT "C"**

December 15, 2020  
Page 3

Rise Residential Construction Lakeview, LLC  
c/o John C. Shackelford, Registered Agent  
9201 N. Central Expressway, 4<sup>th</sup> Floor  
Dallas, Texas 75231

Pursuant to Section 53.057(f) of the Texas Property Code ("Section 53.057(f)", TX Lakeview Seniors, LP ("Owner"), as the owner, is advised that, upon Specialty Concrete's filing for record of an appropriate lien affidavit within the time period provided by Section 53.057(f), Specialty Concrete will have a lien on, and Owner will be personally liable to Specialty Concrete for, the funds which Owner is required to retain under Subchapter E of the Texas Property Code (Sections 53.101 through 53.107).

Very truly yours,



William R. Sudela

cc: ***Certified Mail/Return Receipt  
Requested and Regular Mail***  
Rise Residential Construction Lakeview, LLC  
16812 Dallas Parkway  
Dallas, Texas 75248


***Certified Mail/Return Receipt  
Requested and Regular Mail***  
Rise Residential Construction Lakeview, LLC  
c/o John C. Shackelford, Registered Agent  
9201 N. Central Expressway, 4<sup>th</sup> Floor  
Dallas, Texas 75231

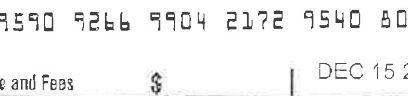
TACHME

**U.S. Postal Service<sup>®</sup>**  
**CERTIFIED MAIL<sup>™</sup> RECEIPT**  
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**USPS<sup>®</sup> ARTICLE NUMBER**  
 9414 7266 9904 2172 9540 87

Certified Mail Fee \$

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 Postage 9590 9266 9904 2172 9540 80

Total Postage and Fees \$ DEC 15 2020

**Sent to:** Rise Residential Construction Lakeview, LLC  
 c/o John C. Shackelford, Registered Agent  
 9201 N. Central Expressway, 4th Floor  
 Dallas, TX 75231

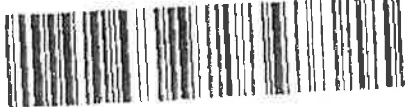
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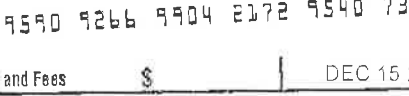
PS Form 3800, Facsimile, July 2015

**U.S. Postal Service<sup>®</sup>**  
**CERTIFIED MAIL<sup>™</sup> RECEIPT**  
*Domestic Mail Only*

**USPS<sup>®</sup> ARTICLE NUMBER**  
 9414 7266 9904 2172 9540 70

Certified Mail Fee \$

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 Postage 9590 9266 9904 2172 9540 73

Total Postage and Fees \$ DEC 15 2020

**Sent to:** Rise Residential Construction Lakeview, LLC  
 16812 Dallas Parkway  
 Dallas, TX 75248

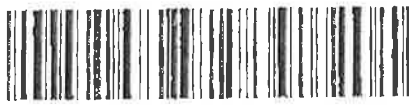
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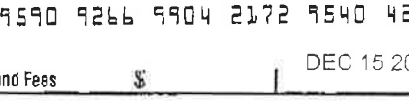
PS Form 3800, Facsimile, July 2015

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Certified Mail Fee \$

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 Postage 9590 9266 9904 2172 9540 42

Total Postage and Fees \$ DEC 15 2020

**Sent to:** TX Lakeview Seniors, LP  
 16812 Dallas Parkway  
 Dallas, TX 75248

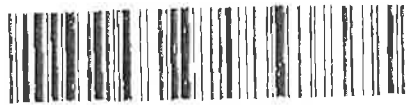
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 Tejas/Rise-Lakeview (Retainage #1)

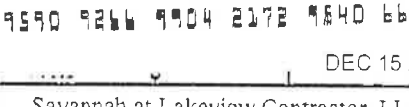
PS Form 3800, Facsimile, July 2015

**U.S. Postal Service<sup>®</sup>**  
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**USPS<sup>®</sup> ARTICLE NUMBER**  
 9414 7266 9904 2172 9540 63

Certified Mail Fee \$

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Certified Mail  
 Postage 9590 9266 9904 2172 9540 66

Total Postage and Fees \$ DEC 15 2020

**Sent to:** Savannah at Lakeview Contractor, LLC  
 c/o Rowlett Housing Finance Corporation,  
 Registered Agent  
 4113 Main Street, Suite 105  
 Rowlett, TX 75088

**Reference Information**  
 crf  
 Tejas/Rise-Lakeview (Retainage #1)

PS Form 3800, Facsimile, July 2015

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DOCUMENT "C"

**USPS<sup>®</sup> ARTICLE NUMBER**

9414 7266 9904 2172 9540 56

Certified Mail Fee \$



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Postage 9590 9266 9904 2172 9540 59


Total Postage and Fees \$ DEC 15 2020


**Sent to:** TX Lakeview Seniors, LP  
c/o John C. Shackelford, Registered Agent  
9201 N. Central Expressway, 4th Floor  
Dallas, TX 75231

Reference Information

crf  
Tejas/Rise-Lakeview (Retainage #1)

ATTACHMENT "C"

Return Receipt (Form 3811) Barcode		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
 9590 9266 9904 2172 9540 42		A. Signature	<input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee
		X <i>TX LAKEVIEW</i>	
1. Article Addressed to:  TX Lakeview Seniors, LP 16812 Dallas Parkway Dallas, TX 75248		B. Received by (Printed Name)	C. Date of Delivery
		<i>TX RISE CRF</i> <i>12-29</i>	
2. Certified Mail (Form 3800) Article Number  9414 7266 9904 2172 9540 49		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
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PS Form 3811, Facsimile, July 2015		Domestic Return Receipt	


Return Receipt (Form 3811) Barcode		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
 9590 9266 9904 2172 9540 59		A. Signature	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
		X <i>Shackelford</i>	
1. Article Addressed to:  TX Lakeview Seniors, LP c/o John C. Shackelford, Registered Agent 9201 N. Central Expressway, 4th Floor Dallas, TX 75231		B. Received by (Printed Name)	C. Date of Delivery
		<i>mt/6</i> <i>1/9</i> <i>12/29/20</i>	
2. Certified Mail (Form 3800) Article Number  9414 7266 9904 2172 9540 56		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
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PS Form 3811, Facsimile, July 2015		Domestic Return Receipt	

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### ATTACHMENT "C"

<p>Return Receipt (Form 3811) Barcode</p>  <p>9590 9266 9904 2172 9540 66</p> <p>1. Article Addressed to:</p> <p>Savannah at Lakeview Contractor, LLC                  c/o Rowlett Housing Finance Corporation,                  Registered Agent                  4113 Main Street, Suite 105                  Rowlett, TX 75088</p> <p>2. Certified Mail (Form 3800) Article Number</p> <p>9414 7266 9904 2172 9540 63</p>	<p><b>COMPLETE THIS SECTION ON DELIVERY</b></p> <p>A. Signature <span style="float: right;"><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</span>  <b>X</b></p> <p>B. Received by (Printed Name) <span style="float: right;">C. Date of Delivery</span></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes                  If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type:  <input checked="" type="checkbox"/> Certified Mail  <input type="checkbox"/> Certified Mail Restricted Delivery</p> <p style="text-align: center;"><u>Reference Information</u></p> <p>Tejas/Rise-Lakeview (Retainage #1)                  crf</p>
PS Form 3811, Facsimile, July 2015	Domestic Return Receipt

Thank you for using Postal

<p>Return Receipt (Form 3811) Barcode</p>  <p>9590 9266 9904 2172 9540 73</p> <p>1. Article Addressed to:</p> <p>Rise Residential Construction Lakeview, LLC                  16812 Dallas Parkway                  Dallas, TX 75248</p> <p>2. Certified Mail (Form 3800) Article Number</p> <p>9414 7266 9904 2172 9540 70</p>	<p><b>COMPLETE THIS SECTION ON DELIVERY</b></p> <p>A. Signature <span style="float: right;"><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</span>  <b>X Rise</b></p> <p>B. Received by (Printed Name) <span style="float: right;">C. Date of Delivery</span>  <b>Tejas CRF</b> <span style="float: right;"><b>7-15</b></span></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes                  If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type:  <input checked="" type="checkbox"/> Certified Mail  <input type="checkbox"/> Certified Mail Restricted Delivery</p> <p style="text-align: center;"><u>Reference Information</u></p> <p>Tejas/Rise-Lakeview (Retainage #1)                  crf</p>
PS Form 3811, Facsimile, July 2015	Domestic Return Receipt

### ATTACHMENT "C"

Return Receipt (Form 3811) Barcode		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
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1. Article Addressed to:  Rise Residential Construction Lakeview, LLC c/o John C. Shackelford, Registered Agent 9201 N. Central Expressway, 4th Floor Dallas, TX 75231		B. Received by (Printed Name) <i>J-C</i>	C. Date of Delivery <i>CF</i> <i>12/18/20</i>
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		Domestic Return Receipt	

**Dallas County**  
**John F. Warren**  
Dallas County Clerk

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Instrument Number: 202100073243

eRecording - Real Property

Recorded On: March 15, 2021 11:49 AM

Number of Pages: 21

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" Examined and Charged as Follows: "

Total Recording: \$102.00

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\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 202100073243  
Receipt Number: 20210315000704  
Recorded Date/Time: March 15, 2021 11:49 AM  
User: Lynn G  
Station: CC18

**Record and Return To:**

CSC Global



STATE OF TEXAS  
COUNTY OF DALLAS

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Dallas County, Texas.

John F. Warren  
Dallas County Clerk  
Dallas County, TX

A handwritten signature in black ink, appearing to be "JFW", is written over a horizontal line.

**U.S. Postal Service®**  
**CERTIFIED MAIL® RECEIPT**  
*Domestic Mail Only*

USPS® ARTICLE NUMBER

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Total Postage and Fees

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MAR 15 2021

Sent to:

Rise Residential Construction Lakeview, LLC  
16812 Dallas Parkway  
Dallas, TX 75248

Reference Information

crf

Tejas/Rise-Lakeview (Contract #1)

PS Form 3800, Facsimile, July 2015

**U.S. Postal Service®**  
**CERTIFIED MAIL® RECEIPT**  
*Domestic Mail Only*

USPS® ARTICLE NUMBER

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Postage

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Total Postage and Fees

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MAR 15 2021

Sent to:

Rise Residential Construction Lakeview, LLC  
c/o John C. Shackelford, Registered Agent  
9201 N. Central Expressway, 4th Floor  
Dallas, TX 75231

Reference Information

crf

Tejas/Rise-Lakeview (Contract #1)

PS Form 3800, Facsimile, July 2015

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*Domestic Mail Only*

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Total Postage and Fees

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MAR 15 2021

Sent to:

TX Lakeview Seniors, LP  
16812 Dallas Parkway  
Dallas, TX 75248

Reference Information

crf

Tejas/Rise-Lakeview (Contract #1)

PS Form 3800, Facsimile, July 2015

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USPS® ARTICLE NUMBER

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9590 9266 9904 2176 9127 96 irk

Postage

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MAR 15 2021

Total Postage and Fees

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**Sent to:**

TX Lakeview Seniors, LP  
c/o John C. Shackelford, Registered Agent  
9201 N. Central Expressway, 4th Floor  
Dallas, TX 75231

Reference Information

crf

Tejas/Rise-Lakeview (Contract #1)

**U.S. Postal Service®**  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

USPS® ARTICLE NUMBER

9414 7266 9904 2176 9128 09

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Certified



9590 9266 9904 2176 9128 02 'k

Postage

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MAR 15 2021

Total Postage and Fees

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**Sent to:**

Savannah at Lakeview Contractor, LLC  
c/o Rowlett Housing Finance Corporation,  
Registered Agent  
4113 Main Street, Suite 105  
Rowlett, TX 75088


Reference Information

crf


Tejas/Rise-Lakeview (Contract #1)

Return Receipt (Form 3811) Barcode		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
 9590 9266 9904 2176 9128 19		A. Signature <input checked="" type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee	
		B. Received by (Printed Name)	C. Date of Delivery 3-19
1. Article Addressed to: Rise Residential Construction Lakeview, LLC 16812 Dallas Parkway Dallas, TX 75248		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Certified Mail (Form 3800) Article Number 9414 7266 9904 2176 9128 16		3. Service Type: <input checked="" type="checkbox"/> Certified Mail	
		Reference Information Tejas/Rise-Lakeview (Contract #1) crf	
PS Form 3811, Facsimile, July 2015		Domestic Return Receipt	

Return Receipt (Form 3811) Barcode		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
 9590 9266 9904 2176 9128 26		A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee	
		B. Received by (Printed Name) John C. Shackelford	C. Date of Delivery 3/16/21
1. Article Addressed to: Rise Residential Construction Lakeview, LLC c/o John C. Shackelford, Registered Agent 9201 N. Central Expressway, 4th Floor Dallas, TX 75231		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Certified Mail (Form 3800) Article Number 9414 7266 9904 2176 9128 23		3. Service Type: <input checked="" type="checkbox"/> Certified Mail	
		Reference Information Tejas/Rise-Lakeview (Contract #1) crf	
PS Form 3811, Facsimile, July 2015		Domestic Return Receipt	

Return Receipt (Form 3811) Barcode		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
 9590 9266 9904 2176 9127 89		A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee	
		B. Received by (Printed Name)	C. Date of Delivery 3-18
1. Article Addressed to: TX Lakeview Seniors, LP 16812 Dallas Parkway Dallas, TX 75248		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Certified Mail (Form 3800) Article Number 9414 7266 9904 2176 9127 86		3. Service Type: <input checked="" type="checkbox"/> Certified Mail	
		Reference Information Tejas/Rise-Lakeview (Contract #1) crf	
PS Form 3811, Facsimile, July 2015		Domestic Return Receipt	

Return Receipt (Form 3811) Barcode



9590 9266 9904 2176 9127 96

1. Article Addressed to:  
 TX Lakeview Seniors, LP  
 c/o John C. Shackelford, Registered Agent  
 9201 N. Central Expressway, 4th Floor  
 Dallas, TX 75231

2. Certified Mail (Form 3800) Article Number  
 9414 7266 9904 2176 9127 93

PS Form 3811, Facsimile, July 2015

**COMPLETE THIS SECTION ON DELIVERY**


A. Signature  Agent  
 X Shackelford  Addressee

B. Received by (Printed Name) C. Date of Delivery  
 JCF 3/18/15

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type:  
 Certified Mail

Reference Information  
 Tejas/Rise-Lakeview (Contract #1)  
 crf



Domestic Return Receipt Service

Return Receipt (Form 3811) Barcode



9590 9266 9904 2176 9128 02

1. Article Addressed to:  
 Savannah at Lakeview Contractor, LLC  
 c/o Rowlett Housing Finance Corporation,  
 Registered Agent  
 4113 Main Street, Suite 105  
 Rowlett, TX 75088

2. Certified Mail (Form 3800) Article Number  
 9414 7266 9904 2176 9128 09

PS Form 3811, Facsimile, July 2015

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
 X  Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type:  
 Certified Mail

Reference Information  
 Tejas/Rise-Lakeview (Contract #1)  
 crf

Domestic Return Receipt

**EXHIBIT 2**

**SUBCONTRACT #2 LIEN AFFIDAVIT**

**EXHIBIT 2**

CRADY JEWETT McCULLEY & HOUREN LLP

LAWYERS

2727 ALLEN PARKWAY

SUITE 1700

HOUSTON, TEXAS 77019-2125

-----  
(713) 739-7007

E-MAIL: [wsudela@cjmhlaw.com](mailto:wsudela@cjmhlaw.com)

WILLIAM R. SUDELA  
PARTNER

TELEFAX  
(713) 739-8403

February 12, 2021

***Certified Mail/Return Receipt  
Requested and Regular Mail***

TX Lakeview Seniors, LP  
16812 Dallas Parkway  
Dallas, Texas 75248

***Certified Mail/Return Receipt  
Requested and Regular Mail***

TX Lakeview Seniors, LP  
c/o John C. Shackelford, Registered Agent  
9201 N. Central Expressway, 4th Floor  
Dallas, Texas 75231

***Certified Mail/Return Receipt  
Requested and Regular Mail***

Savannah at Lakeview Contractor, LLC  
c/o Rowlett Housing Finance Corporation,  
Registered Agent  
4113 Main Street, Suite 105  
Rowlett, Texas 75088

Re: **Affidavit of Claim for Mechanic's Lien**  
Project: Lakeview Senior Living Apartments  
  
Owner: TX Lakeview Seniors, LP  
  
Original  
Contractor: Savannah at Lakeview Contractor, LLC

February 12, 2021  
Page 2

Subcontractor: Rise Residential Construction Lakeview, LLC

Ladies and Gentlemen:

In connection with the referenced matter, enclosed is a copy of an Affidavit of Claim for Mechanic's Lien which has been filed in the Official Records of Dallas County, Texas.

Very truly yours,



William R. Sudela

Enclosure

cc: **Certified Mail/Return Receipt  
Requested and Regular Mail**  
Rise Residential Construction Lakeview, LLC  
16812 Dallas Parkway  
Dallas, Texas 75248  
(w/ Enclosure)

**Certified Mail/Return Receipt  
Requested and Regular Mail**  
Rise Residential Construction Lakeview, LLC  
c/o John C. Shackelford, Registered Agent  
9201 N. Central Expressway, 4<sup>th</sup> Floor  
Dallas, Texas 75231  
(w/ Enclosure)

**Via Email: larry@sccot.net**  
Larry Ortega  
(w/ Enclosure)

**Via Email: lear@sccot.net**  
Lear Bowling  
(w/ Enclosure)

**Via Email: jackie@sccot.net**  
Jackie Araujo-Rodriguez  
(w/ Enclosure)



Claimant has not been paid in full the sum of **\$30,000.00**, withheld as retainage (the "Contractual Retainage") by Rise pursuant to the Subcontract Agreement.<sup>1</sup> The Contractual Retainage was withheld from otherwise amounts owing to Claimant under the Subcontract Agreement for the labor, materials, and/or equipment furnished by Claimant on the Project during the **months of August 2020**. The labor, materials, and/or equipment provided by Claimant upon which the claim described herein is based (the "Work") is generally described as the furnishing and installation of lightweight/gypcrete and related items, and is further described in the **Subcontractor Payment Application** attached hereto as **Attachment A**.

Based upon a review of the Real Property Records of Dallas County, Texas, **TX Lakeview Seniors, LP, a Texas limited partnership** ("Owner" or "TX Lakeview") appears to be the owner of a leasehold interest (the "Leasehold Interest") in the property on which the Project is located (the "Land"), as well as the owner of the improvements constituting the Project (the "Improvements" and, together with the Leasehold Interest, the "Property") and appears to have been the owner of the Property at the time the foregoing claim had its inception.<sup>2</sup>

As such, Owner is the owner or reputed owner of the Property. Owner's last known addresses are: **16812 Dallas Parkway, Dallas, Texas 75248**, and **c/o John C. Shackelford, Registered Agent, 9201 N. Central Expressway, 4th Floor, Dallas, Texas 75231**.

Based upon the foregoing Subcontract Agreement between Claimant and Rise, Claimant furnished its labor and material on the Project as a lower-tier subcontractor. However, and notwithstanding the foregoing statements and the other statements in this Affidavit: it appears that the relationship between Owner and Original Contractor, between Original Contractor and Rise, and/or between Owner and Rise, is the type of relationship described in Section 53.026 of the Texas Property Code (Tex. Prop. Code § 53.026); or, Rise was acting as the agent of Owner on this Project. As such, for purposes of Chapter 53 of the Texas Property Code, Claimant is considered an original contractor on this Project.

---

<sup>1</sup> See Attachment A to this letter – Application No. 6-Final.

<sup>2</sup> As indicated by that Memorandum of Ground Lease (the "Memorandum") recorded in the Official Public Records (the Real Property Records) of Dallas County, Texas, County Clerk's File No. 201700359016, Owner appears to be the owner of the Improvements and the holder of the Leasehold Interest. The Land is more particularly described in Exhibit A to the Memorandum.



Pursuant to Chapter 53 of the Texas Property Code, and pursuant to Article XVI, Section 37 of the Texas Constitution, a mechanic's lien (the "Lien") securing the payment of the foregoing amount - **\$30,000.00** in Contractual Retainage - is herein claimed by Claimant against: the Property; the Project; the Contractual Retainage; and, the funds which Owner is required to have withheld from Original Contractor with respect to the Project pursuant to Sections 53.101 et seq. of the Texas Property Code (the "Statutory Retainage" and, together with the "Contractual Retainage", the "Retainage").

Notice of Claimant's lien claim against the Owner, the Property, the Project, and the Retainage were sent to the Owner and/or the Original Contractor on the following dates and in the manner indicated below:

<b>Date Notice of Claim Sent:</b>	<b>Addressee:</b>	<b>Method By Which Notice Sent:</b>
December 15, 2020	Owner	Certified U.S. mail, return receipt requested; and, regular mail
December 15, 2020	Original Contractor	Certified U.S. mail, return receipt requested; and, regular mail

Claimant's notice of contractual retainage pursuant to Sections 53.057 and 53.103 of the Texas Property Code (a copy of which is attached hereto as **Attachment B**) was sent to the Owner, to the Original Contractor, and to Rise, on the following date and in the manner indicated below:

<b>Date Notice of Claim Sent:</b>	<b>Method By Which Notice Sent:</b>
December 15, 2020	Certified U.S. mail, return receipt requested; and, regular mail

Further Affiant sayeth not.



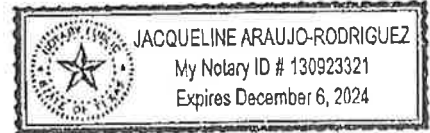
LARRY ORTEGA, President of TEJAS  
SPECIALTY CONCRETE COATINGS, LLC, a  
Texas limited liability company, d/b/a  
SPECIALTY CONCRETE COATINGS OF  
TEXAS

SUBSCRIBED AND SWORN TO before me by LARRY ORTEGA, on this 12th day of February, 2021.

*Jacqueline Araujo-Rodriguez*  
Notary Public, State of Texas

**Acknowledgment**

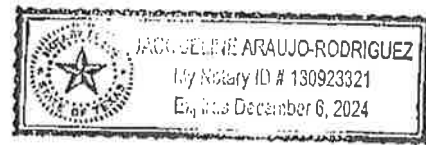
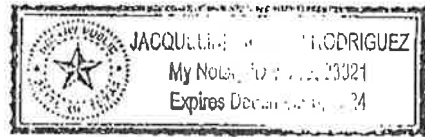
STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §



This instrument was acknowledged before me on the 12th day of February, 2021 by LARRY ORTEGA, President of TEJAS SPECIALTY CONCRETE COATINGS, LLC, a Texas limited liability company, d/b/a SPECIALTY CONCRETE COATINGS OF TEXAS, on behalf of said company.

*Jacqueline Araujo-Rodriguez*  
Notary Public, State of Texas

**AFTER RECORDING, RETURN TO:**  
William R. Sudela  
Crady Jewett McCulley & Houren LLP  
2727 Allen Parkway, Suite 1700  
Houston, Texas 77019-2125







ATTACHMENT "A"

ATTACHMENT "A"



AFFIDAVIT OF SUBCONTRACTOR

State of TEXAS  
 County of HARRIS  
 I, AMY PEREA in the position of Project  
NAME TELE  
Specialty Concrete Contractors of Texas TRUST COMPANY  
COMPANY NAME PARTNER/SA, CORPORATION, INDIVIDUAL

hereinafter referred to as "Subcontractor", and Amy Pereda do hereby execute this affidavit as behalf of Subcontractor, know the contents hereof, and certify that the same is true to my own knowledge, and:

1. That Subcontractor is a subcontractor to RISE Residential (hereinafter referred to as "Contractor"), the general contractor

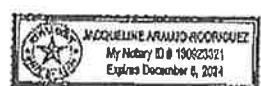
at 14298881  
RISE PROJECT Name  
RISE HARRIS/2021 Construction Lakewood, LLC - Lakewood Senior Living Apartments  
NAME AND ADDRESS OF PROJECT

2. That as an instrument in support of events months in disconnection, and not in knowledge that Contractor will rely upon the appropriate and the only the contract copies that it) error to ascertain and both as Subcontractor Payment Application's application make claim for payment for work performed on the Project during the period for which payment is sought, there being claim which is being entered as application makes any claim for any additional compensation relating to the period no claim which is being entered and applying what's any right to make any claim for any additional compensation relating to the period, unless an exception is made in this form and (2) the Working this is true and correct are the only parties if not which SUBCONTRACTOR HAS PURCHASED MATERIALS, FINISHED EQUIPMENT, OR SUBCONTRACTED PORTIONS OF SUBCONTRACTOR'S WORK ON SAID PROJECT (OR HAS COMMITMENTS OR OBLIGATIONS TO PURCHASE, RENT, OR SUBCONTRACT) IN AN AMOUNT OF \$1,000.00 OR MORE from the commencement of said project to the date of project completion and/or has filed a preliminary notice on the Project

NAME OF SUPPLIER / SUB-SUBCONTRACTOR ADDRESS WORK / MATERIAL CONTRACTED FOR	ADJUSTED TOTAL AMOUNT INCLUDING CHANGE ORDERS	LAST MONTH'S LIEN WAIVER		SUPPLIER / SUB-SUB NOT USED LAST MID.	FINAL WAIVER ALREADY FILED	DATE FINAL SENT TO RISE
		ATTACHED	FOR THE COMING			
SUBCONTRACTOR'S PORTION OF DIRECT LABOR, MATERIAL, EQUIPMENT						
NONE: All labor used on this project are our own employees; no sub-subcontractors						
<b>TOTAL ADJUSTED SUBCONTRACT AMOUNT (Must equal line 3 from Payment Application)</b>						

Executed by [Signature] DATE 12/22/20 at Houston, Texas COUNTY HALLE

SUBSCRIBED AND SWORN TO BEFORE ME this undersigned & Notary Public on this 22nd day of December, 2020 to certify which witnessed by hand and seal of office  
 My Comm. Expires 12/06/2024  
Maqueline Arnaud-Rodriguez



**ATTACHMENT "B"**

**CRADY JEWETT McCULLEY & HOUREN LLP**

**LAWYERS**

2727 ALLEN PARKWAY

SUITE 1700

HOUSTON, TEXAS 77010-2125

(713) 739-7007

E-MAIL: wsudela@cjmhlaw.com

WILLIAM R SUDELA  
PARTNER

TELEFAX  
(713) 738-8403

December 15, 2020

**Certified Mail/Return Receipt  
Requested and Regular Mail**

TX Lakeview Seniors, LP  
16812 Dallas Parkway  
Dallas, Texas 75248

**Certified Mail/Return Receipt  
Requested and Regular Mail**

TX Lakeview Seniors, LP  
c/o John C. Shackelford, Registered Agent  
9201 N. Central Expressway, 4th Floor  
Dallas, Texas 75231

**Certified Mail/Return Receipt  
Requested and Regular Mail**

Savannah at Lakeview Contractor, LLC  
c/o Rowlett Housing Finance Corporation,  
Registered Agent  
4113 Main Street, Suite 105  
Rowlett, Texas 75088

Re: Project: Lakeview Senior Living Apartments

Owner: TX Lakeview Seniors, LP<sup>1</sup>

<sup>1</sup> As indicated by that Memorandum of Ground Lease (the "Memorandum") recorded in the Official Public Records (the Real Property Records) of Dallas County, Texas, County Clerk's File No. 201700359016, Owner appears to be the owner of the Improvements and the holder of the Leasehold Interest. The Land is more particularly described in Exhibit A to the Memorandum.

530568v.1 F609/00047 (Contract #2)

## ATTACHMENT "B"

December 15, 2020  
Page 2

Original Contractor: Savannah at Lakeview Contractor, LLC  
Subcontractor: Rise Residential Construction Lakeview, LLC

Ladies and Gentlemen:

Our Firm represents Tejas Specialty Concrete Coatings, LLC d/b/a Specialty Concrete Coatings of Texas ("Specialty Concrete"), a lower-tier subcontractor to Rise Residential Construction Lakeview, LLC ("Rise Residential") on the referenced Project.<sup>2</sup>

This notice is provided pursuant to Sections 53.057 and 53.103 of the Texas Property Code, to advise as follows:

The Subcontract Agreement between Rise Residential and Specialty Concrete (the "Subcontract"),<sup>3</sup> pursuant to which Specialty Concrete has furnished labor and material purportedly as a lower-tier subcontractor in connection with the furnishing and installation of concrete lightweight/gypcrete and related matters on the Project, provides for the retainage by Rise Residential of 10% of the amounts otherwise owing to Specialty Concrete under the Subcontract.

The names and addresses of Specialty Concrete, the claimant herein, and Rise Residential, purportedly a first tier subcontractor on the Project (under Original Contractor) and the other party to the Subcontract (which provides for contractual retainage), are as follows:

Tejas Specialty Concrete Coatings, LLC d/b/a  
Specialty Concrete Coatings of Texas  
8920 Point Six Circle  
Houston, Texas 77095

Rise Residential Construction Lakeview, LLC  
16812 Dallas Parkway  
Dallas, Texas 78248

---

<sup>2</sup> The statements made in this letter are without waiving any claims that the relationship between Owner and Original Contractor, between Original Contractor and Subcontractor, and/or between Owner and Subcontractor is the type of relationship described in Section 53.028 of the Texas Property Code (Tex. Prop. Code § 53.028), so that, for purposes of Chapter 53 of the Texas Property Code, Specialty Concrete may be considered a first-tier contractor or an original contractor on this Project.

<sup>3</sup> The Subcontract Agreement is referred to by and between Claimant and Rise as "Contract Number 2" and "Sub-Subcontract Number 150SPES2."

530568v.1 F609/00047 (Contract #2)

ATTACHMENT "B"

December 15, 2020  
Page 3

Rise Residential Construction Lakeview, LLC  
c/o John C. Shackelford, Registered Agent  
9201 N. Central Expressway, 4<sup>th</sup> Floor  
Dallas, Texas 75231

Pursuant to Section 53.057(f) of the Texas Property Code ("Section 53.057(f)", TX Lakeview Seniors, LP ("Owner"), as the owner, is advised that, upon Specialty Concrete's filing for record of an appropriate lien affidavit within the time period provided by Section 53.057(f), Specialty Concrete will have a lien on, and Owner will be personally liable to Specialty Concrete for, the funds which Owner is required to retain under Subchapter E of the Texas Property Code (Sections 53.101 through 53.107).

Very truly yours,



William R. Sudela

cc: **Certified Mail/Return Receipt**  
**Requested and Regular Mail**  
Rise Residential Construction Lakeview, LLC  
16812 Dallas Parkway  
Dallas, Texas 75248

**Certified Mail/Return Receipt**  
**Requested and Regular Mail**  
Rise Residential Construction Lakeview, LLC  
c/o John C. Shackelford, Registered Agent  
9201 N. Central Expressway, 4<sup>th</sup> Floor  
Dallas, Texas 75231

530566v.1 F609/00047 (Control #2)



ATTACHMENT "B"

**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
*Domestic Mail Only*

USPS ARTICLE NUMBER  
9414 7266 9904 2172 9541 17

Certified Mail Fee \$  
Return Rec  
Return Rec  
Certified M 9590 9266 9904 2172 9541 10  
Postage  
Total Postage and Fees \$ DEC 15 2020

Sent to: Savannah at Lakeview Contractor, LLC  
c/o Rowlett Housing Finance Corporation,  
Registered Agent  
4113 Main Street, Suit 105  
Rowlett, TX 75088

Reference Information  
crf  
Tejas/Rise-Lakeview (Retainage #2)

PS Form 3800, Post Office, July 2019

**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
*Domestic Mail Only*

USPS ARTICLE NUMBER  
9414 7266 9904 2172 9541 00

Certified Mail Fee \$  
Return Rec  
Return Rec  
Certified M 9590 9266 9904 2172 9541 03 k  
Postage  
Total Postage and Fees \$ DEC 15 2020

Sent to: TX Lakeview Seniors, LP  
c/o John C. Shackelford, Registered Agent  
9201 N. Central Expressway, 4th Floor  
Dallas, TX 75231

Reference Information  
crf  
Tejas/Rise-Lakeview (Retainage #2)

PS Form 3800, Post Office, July 2019

**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
*Domestic Mail Only*

USPS ARTICLE NUMBER  
9414 7266 9904 2172 9541 24

Certified Mail Fee \$  
Return Rec  
Return Rec  
Certified M 9590 9266 9904 2172 9541 27 rk  
Postage  
Total Postage and Fees \$ DEC 15 2020

Sent to: Rise Residential Construction Lakeview, LLC  
16812 Dallas Parkway  
Dallas, TX 75248

Reference Information  
crf  
Tejas/Rise-Lakeview (Retainage #2)

PS Form 3800, Post Office, July 2019

**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
*Domestic Mail Only*

USPS ARTICLE NUMBER  
9414 7266 9904 2172 9540 94


Certified Mail Fee \$  
Return Rec  
Return Rec  
Certified M 9590 9266 9904 2172 9540 97  
Postage  
Total Postage and Fees \$ DEC 15 2020

Sent to: TX Lakeview Seniors, LP  
16812 Dallas Parkway  
Dallas, TX 75248


Reference Information  
crf  
Tejas/Rise-Lakeview (Retainage #2)


PS Form 3800, Post Office, July 2019

ATTACHMENT "B"

U.S. Postal Service CERTIFIED MAIL RECEIPT <i>Quintuple Receipt</i>	
USPS ARTICLE NUMBER	
9414 7266 9904 2172 9541 31	
Certified Mail Fee	\$
Return Receipt	
Return Receipt	
Certified Mail	
Postage	9590 9266 9904 2172 9541 34
Total Postage	DEC 16 2020
Sent to: Rise Residential Construction Lakeview, LLC c/o John C. Shackelford, Registered Agent 9201 N. Central Expressway, 4th Floor Dallas, TX 75231	
<u>Reference Information</u>	
crf Tejas/Rise-Lakeview (Retainage #2)	

ATTACHMENT "B"

Return Receipt (Form 3811) Barcode		COMPLETE THIS SECTION ON DELIVERY	
 9590 9266 9904 2172 9543 03		A. Signature <input type="checkbox"/> Agent X <i>Shackelford</i> <input type="checkbox"/> Addressee	
1. Article Addressed to:		B. Received by (Printed Name) <input type="checkbox"/> C. Date of Delivery <i>CRF</i> <i>2/9</i> <i>1/21/20</i>	
TX Lakeview Seniors, LP c/o John C. Shackelford, Registered Agent 9201 N. Central Expressway, 4th Floor Dallas, TX 75231		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Certified Mail (Form 3800) Article Number		3. Service Type:	
9414 7266 9904 2172 9543 00		<input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Certified Mail Restricted Delivery	
PS Form 3811, Facsimile, July 2015		Reference Information Tejas/Rise-Lakeview (Retainage #2) crf	

Return Receipt (Form 3811) Barcode		COMPLETE THIS SECTION ON DELIVERY	
 9590 9266 9904 2172 9543 10		A. Signature <input type="checkbox"/> Agent X <input type="checkbox"/> Addressee	
1. Article Addressed to:		B. Received by (Printed Name) <input type="checkbox"/> C. Date of Delivery	
Savannah at Lakeview Contractor, LLC c/o Rowlett Housing Finance Corporation, Registered Agent 4113 Main Street, Suit 105 Rowlett, TX 75088		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Certified Mail (Form 3800) Article Number		3. Service Type:	
9434 7266 9904 2172 9543 17		<input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Certified Mail Restricted Delivery	
PS Form 3811, Facsimile, July 2015		Reference Information Tejas/Rise-Lakeview (Retainage #2) crf	

**Dallas County  
John F. Warren  
Dallas County Clerk**

---

**Instrument Number:** 202100043864

eRecording - Real Property

Recorded On: February 12, 2021 11:52 AM

Number of Pages: 14

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**" Examined and Charged as Follows: "**

Total Recording: \$74.00

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\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 202100043864  
Receipt Number: 20210212000586  
Recorded Date/Time: February 12, 2021 11:52 AM  
User: Kevin T  
Station: CC15

**Record and Return To:**

CSC Global



**STATE OF TEXAS  
COUNTY OF DALLAS**

**I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Dallas County, Texas.**

John F. Warren  
Dallas County Clerk  
Dallas County, TX

A handwritten signature in black ink, appearing to be "JFW", is written over the printed name of John F. Warren.

U.S. Postal Service®  
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

USPS® ARTICLE NUMBER

9414 7266 9904 2176 9125 57

Certified Mail Fee

Return Re

Return Re

Certified Mail

Postage



9590 9266 9904 2176 9125 50

Total Postage and Fees

\$

Sent to:

Rise Residential Construction Lakeview, LLC  
c/o John C. Shackelford, Registered Agent  
9201 N. Central Expressway, 4th Floor  
Dallas, TX 75231

Reference Information

crf

Tejas/Rise-Lakeview (Contract #2)

PS Form 3800, Facsimile, July 2015

U.S. Postal Service®  
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

USPS® ARTICLE NUMBER

9414 7266 9904 2176 9125 40

Certified Mail Fee

Return Rec

Return Rec

Certified Mail

Postage



9590 9266 9904 2176 9125 43

Total Postage and Fees

\$

Sent to:

Rise Residential Construction Lakeview, LLC  
16812 Dallas Parkway  
Dallas, TX 75248

Reference Information

crf

Tejas/Rise-Lakeview (Contract #2)

PS Form 3800, Facsimile, July 2015

U.S. Postal Service®  
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

USPS® ARTICLE NUMBER

9414 7266 9904 2176 9125 33

Certified Mail Fee

Return F

Return F

Certified Mail

Postage



9590 9266 9904 2176 9125 36

Total Postage and Fees

\$

Sent to:

Savannah at Lakeview Contractor, LLC  
c/o Rowlett Housing Finance Corporation,  
Registered Agent  
4113 Main Street, Suite 105  
Rowlett, TX 75088

Reference Information

crf

Tejas/Rise-Lakeview (Contract #2)

PS Form 3800, Facsimile, July 2015

U.S. Postal Service®  
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

USPS® ARTICLE NUMBER

9414 7266 9904 2176 9125 26

Certified Mail Fee

Return R

Return R

Certified Mail

Postage



9590 9266 9904 2176 9125 29

Total Postage and Fees

\$

Sent to:

TX Lakeview Seniors, LP  
c/o John C. Shackelford, Registered Agent  
9201 N. Central Expressway, 4th Floor  
Dallas, TX 75231

Reference Information

crf

Tejas/Rise-Lakeview (Contract #2)

PS Form 3800, Facsimile, July 2015

**U.S. Postal Service®**  
**CERTIFIED MAIL® RECEIPT**  
*Domestic Mail Only*

USPS® ARTICLE NUMBER

9414 7266 9904 2176 9125 19

Certified Mail

Return Receipt

Return Receipt



k

Certified Mail

9590 9266 9904 2176 9125 12

Postage

Total Postage and Fees

\$

**Sent to:**

TX Lakeview Seniors, LP  
16812 Dallas Parkway  
Dallas, TX 75248

Reference Information

crf

Tejas/Rise-Lakeview (Contract #2)





Return Receipt (Form 3811) Barcode		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
 9590 9266 9904 2176 9125 29		A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee	B. Received by (Printed Name) C. Date of Delivery
		B. Received by (Printed Name) C. Date of Delivery	
1. Article Addressed to: TX Lakeview Seniors, LP c/o John C. Shackelford, Registered Agent 9201 N. Central Expressway, 4th Floor Dallas, TX 75231		3. Service Type: <input checked="" type="checkbox"/> Certified Mail	
2. Certified Mail (Form 3800) Article Number 9414 7266 9904 2176 9125 26		Reference Information Tejas/Rise-Lakeview (Contract #2) crf	
PS Form 3811, Facsimile, July 2015		Domestic Return Re	

Return Receipt (Form 3811) Barcode		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
 9590 9266 9904 2176 9125 36		A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee	B. Received by (Printed Name) C. Date of Delivery
		B. Received by (Printed Name) C. Date of Delivery	
1. Article Addressed to: Savannah at Lakeview Contractor, LLC c/o Rowlett Housing Finance Corporation, Registered Agent 4113 Main Street, Suite 105 Rowlett, TX 75088		3. Service Type: <input checked="" type="checkbox"/> Certified Mail	
2. Certified Mail (Form 3800) Article Number 9414 7266 9904 2176 9125 33		Reference Information Tejas/Rise-Lakeview (Contract #2) crf	
PS Form 3811, Facsimile, July 2015		Domestic Return Receipt	


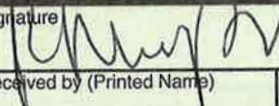
536935

Thank

Return Receipt (Form 3811) Barcode	<b>COMPLETE THIS SECTION ON DELIVERY</b>	
 9590 9266 9904 2176 9125 50	A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee	
1. Article Addressed to: Rise Residential Construction Lakeview, LLC c/o John C. Shackelford, Registered Agent 9201 N. Central Expressway, 4th Floor Dallas, TX 75231	B. Received by (Printed Name)	C. Date of Delivery
	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
	3. Service Type: <input checked="" type="checkbox"/> Certified Mail	
2. Certified Mail (Form 3800) Article Number 9414 7266 9904 2176 9125 57	<b>Reference Information</b> Tejas/Rise-Lakeview (Contract #2)  crf	
PS Form 3811, Facsimile, July 2015		Domestic Return Receipt

Return Receipt (Form 3811) Barcode	<b>COMPLETE THIS SECTION ON DELIVERY</b>	
 9590 9266 9904 2176 9125 43	A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee	
1. Article Addressed to: Rise Residential Construction Lakeview, LLC 16812 Dallas Parkway Dallas, TX 75248	B. Received by (Printed Name)	C. Date of Delivery 7-22
	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
	3. Service Type: <input checked="" type="checkbox"/> Certified Mail	
2. Certified Mail (Form 3800) Article Number 9414 7266 9904 2176 9125 40	<b>Reference Information</b> Tejas/Rise-Lakeview (Contract #2)  crf	
PS Form 3811, Facsimile, July 2015		Domestic Return Receipt



Return Receipt (Form 3811) Barcode		COMPLETE THIS SECTION ON DELIVERY	
 9590 9266 9904 2176 9125 12		A. Signature X 	<input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee
		B. Received by (Printed Name)	C. Date of Delivery 2-22
1. Article Addressed to: TX Lakeview Seniors, LP 16812 Dallas Parkway Dallas, TX 75248		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
		3. Service Type: <input checked="" type="checkbox"/> Certified Mail	
		Reference Information Tejas/Rise-Lakeview (Contract #2)  crf	
2. Certified Mail (Form 3800) Article Number 9414 7266 9904 2176 9125 19			
PS Form 3811, Facsimile, July 2015		Domestic Return Receipt	

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William Sudela on behalf of William Sudela  
Bar No. 19463300  
wsudela@cjmlaw.com  
Envelope ID: 73695782  
Filing Code Description: Original Petition  
Filing Description:  
Status as of 3/17/2023 10:30 PM CST

#### Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Carolyn Forest		cforest@cjmhlaw.com	3/15/2023 3:04:22 PM	SENT
John D.Herrmann		jherrmann@cjmhlaw.com	3/15/2023 3:04:22 PM	SENT
William R.Sudela		wsudela@cjmhlaw.com	3/15/2023 3:04:22 PM	SENT

1 CIT E-SERVE

CAUSE NO. DC-23-19769

**MCMAHAN’S FLOORING, INC.  
d/b/a MFI**

**Plaintiff,**

**v.**

**RISE RESIDENTIAL CONSTRUCTION  
LAKEVIEW, LLC, SAVANNAH AT  
LAKEVIEW HOLDINGS, LLC d/b/a  
LAKEVIEW POINTE INDEPENDENT  
SENIOR LIVING COMMUNITY, and  
MELISSA FISHER**

**Defendants.**

§ **IN THE DISTRICT COURT**  
§  
§  
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§  
§ **44th JUDICIAL DISTRICT**  
§  
§  
§  
§  
§  
§  
§  
§  
§ **DALLAS COUNTY, TEXAS**

**PLAINTIFF’S FIRST AMENDED PETITION**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Plaintiff McMahan’s Flooring, Inc. d/b/a MFI (“Plaintiff”), by and through its Attorney of Record, and files this, its First Amended Petition complaining of Rise Residential Construction Lakeview, LLC (“Rise”), Savannah at Lakeview Holdings, LLC d/b/a Lakeview Pointe Independent Senior Living Community (“Savannah”), and Melissa Fisher (“Fisher”) (collectively “Defendants”) and for a cause of action would respectfully show as follows:

**I.  
DISCOVERY CONTROL PLAN**

1. Discovery is intended to be conducted under Level 3 of Texas Rule of Civil Procedure 190.3. Plaintiff seeks only monetary relief of more than \$250,000.00, including damages of any kind, penalties, costs, expenses, prejudgment interest, and attorney’s fees.

**II.**  
**PARTIES**

2. Plaintiff is a for-profit corporation organized and existing under the laws of the State of Texas.

3. Defendant Rise is a domestic limited liability company and may be served with process by serving its Registered Agent, John C. Shackelford, at 9201 N. Central Expressway, Fourth Floor, Dallas, Texas 75231 OR WHEREVER HE MAY BE FOUND.

4. Defendant Savannah is a domestic limited liability and may be served with process by serving its Registered Agent, Rowlett Housing Finance Corporation at 4113 Main Street, Suite 105, Rowlett, Texas 75088 OR WHEREVER IT MAY BE FOUND.

5. Defendant Fisher is an individual and can be served with proceed by serving her at her usual place of abode, at 2821 Lovers Lane, Dallas, Texas 75225 OR WHEREVER SHE MAY BE FOUND.

**III.**  
**VENUE & JURISDICTION**

6. Venue is proper in Dallas County, Texas because all or a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in Dallas County, Texas.

7. This Court has subject-matter jurisdiction over the lawsuit because the amount in controversy exceeds this Court's minimum jurisdictional requirements.

8. This Court has both specific and general personal jurisdiction over Defendant because Rise is authorized to and conducts business in Texas, Defendant has continuous and systematic contacts with Texas, because this case arises from Defendant's contacts with Texas, including with Plaintiff, and the contract made the basis of this lawsuit was entered into, performable, and payable in Texas.

**IV.**  
**FACTS**

9. At all times mentioned herein, Savannah owned the real property and improvements commonly known as the Lakeview Pointe Independent Senior Living Community located at 7420 Lakeview Parkway, Rowlett, Texas 75088 and legally described as follows:

RISE CORNER  
BLK A LT 1 ACS 10.275

In the City of Rowlett, Dallas County, Texas (the 'Property').

10. On or about a date certain, Savannah entered into a written construction contract with Rise whereby rise agreed to construct the Lakeview Pointe Independent Senior Living Community on the Property (the "Project").

11. On May 2020, in Dallas County, Texas, Rise entered into subcontract with Plaintiff whereby Plaintiff agreed to furnish flooring goods and installation services to Rise for the Project (the "Contract").

12. At all times mentioned herein, Fisher was employed by Rise as its President and was acting within the scope of her employment and within the authority granted to her by Rise when requesting flooring goods and installation services from Plaintiff.

13. On several occasions, Plaintiff engaged in numerous communications with Rise and Fisher regarding the Project while located in Dallas County. During those conversations Plaintiff indicated to Fisher and to Rise that Plaintiff would be forced to stop working on the Project cause of non-payment by Rise. Fisher repeatedly guaranteed and assured Plaintiff that Rise would pay for and/ or make funds available to pay Plaintiff for the labor and materials it provided to the Project. Plaintiff later discovered that Defendants had no intentions of making

payment to Plaintiff for these goods and services and Defendant's false representations were made affirmatively and by omission to Plaintiff while in Dallas County.

14. In connection with the Contract and despite repeated requests by Plaintiff, Rise has failed and refuses to pay Plaintiff in full.

15. All conditions precedent to entitle Plaintiff to recover under each cause of action alleged herein have been performed or occurred.

**V.**  
**FIRST CAUSE OF ACTION**  
**SWORN ACCOUNT AGAINST RISE**

16. On several occasions from in or about October 2020, to in or about September 2023, as more particularly shown on the attached Exhibit "A", representing a liquidated money demand which is incorporated herein by reference the same as if fully copied and set forth at length, Plaintiff, at the request of Rise, sold and furnished flooring and granite goods and materials to Rise for the Project. In consideration of such sales, on which a systematic record has been kept, Rise promised and agreed to pay Plaintiff the aggregate sum of \$432,721.37 the same being a reasonable sum for such goods and services.

17. After the allowance of all just and lawful offsets, payments and credits to Rise the sum of \$43,272.16 is past due and unpaid and Rise, though often requested, has failed and refused and still refuses to pay same or any part thereof.

18. Plaintiff has fully performed all conditions, covenants and promises to be performed by Plaintiff under Plaintiff's contract with Rise.

19. Plaintiff's claim was timely presented to Rise and remains unpaid. More than thirty (30) days have elapsed since such presentation to Rise, and it has become necessary for Plaintiff to hire the undersigned attorney in order for Plaintiff to acquire the outstanding balance to which

it is entitled. In accordance with Section 38.001 of the Texas Civil Practice and Remedies Code, Plaintiff is entitled to reimbursement by Rise for its reasonable attorney's fees, which reasonable attorney's fees Plaintiff alleges to be at least \$10,000.00 through trial, plus an additional \$20,000.00 for an appeal to the Texas Court of Appeals, if such an appeal is had, and an additional \$20,000.00 for an appeal to the Supreme Court of Texas, if such an appeal is had.

20. Plaintiff would further show that Plaintiff is entitled to prejudgment and Postjudgment interest at the highest legal rate.

**VI.**  
**SECOND CAUSE OF ACTION**  
**BREACH OF CONTRACT AGAINST RISE**

21. Plaintiff and Rise entered into the Contract, pursuant to which Rise agreed to pay for and/or make funds available to pay Plaintiff for the flooring and granite goods and services it sold and furnished to Rise for the project. Plaintiff fully performed its obligations under the Contract. However, Rise has breached the Contract by not paying Plaintiff in full for the masonry goods and services it sold and furnished to Rise for the project.

22. Specifically, Rise breached the contract by failing to pay for and/or make funds available to pay for the goods and services Plaintiff sold to Rise and delivered to Rise for the project at the times and in the manner specified in the Contract.

23. Rise's failure to comply with the Contract has been the direct and producing cause of damages to Plaintiff which Plaintiff is entitled and hereby seeks to recover from Rise. All conditions precedent have been fulfilled by Plaintiff or have occurred to entitle Plaintiff to recover against Rise under the Contract.

24. Because Rise has breached the Contract to make the payments sought by

Plaintiff, Rise is liable to Plaintiff for all damages, including attorney's fees, incurred by Plaintiff in prosecuting this lawsuit and any appeals.

**VII.**  
**THIRD CAUSE OF ACTION**  
**QUANTUM MERUIT AGAINST RISE**

25. All preceding paragraphs are incorporated herein by reference the same as if fully copied and set forth at length.

26. Pleading further and in the alternative, Plaintiff would show that on several occasions from in or about October 2020, to in or about September 2023, at the request of Rise, Plaintiff sold and furnished flooring and granite and materials to Rise the Project. Rise accepted the benefits of such goods and services and knew, or under the circumstances reasonably should have known, that Plaintiff expected payment from Rise for such goods and services. The goods and services furnished by Plaintiff for the Property were reasonably worth the sum of \$432,721.37 at the time same were furnished.

27. There remains due and owing to Plaintiff the sum of \$43,272.16, which Rise has failed and refused to pay although proper demand for payment has been made by Plaintiff.

28. Plaintiff's claim was timely presented to Rise and remains unpaid. More than thirty (30) days have elapsed since such presentation to Rise, and it has become necessary for Plaintiff to hire the undersigned attorney in order for Plaintiff to acquire the outstanding balance to which it is entitled. In accordance with Section 38.001 of the Texas Civil Practice and Remedies Code, Plaintiff is entitled to reimbursement by Rise for its reasonable attorney's fees, which reasonable attorney's fees Plaintiff alleges to be at least \$10,000.00 through trial, plus an additional



\$20,000.00 for an appeal to Texas Court of Appeals, if such all appeal is had, and an additional \$20,000.00 for an appeal to the Supreme Court of Texas, if such an appeal is had.

29. Plaintiff would further show that Plaintiff is entitled to prejudgment and postjudgment interest at the highest legal

**VIII.**  
**FOURTH CAUSE OF ACTION**  
**FRAUD AGAINST DEFENDANTS**

30. All preceding paragraphs are incorporated herein by referee the same as if fully copies and set forth at length.

31. Defendants, represented to Plaintiff that Defendants would pay for and/or make funds available to pay Plaintiff for flooring goods and installation services Plaintiff sold and furnished to Defendants for the Lakeview Pointe Senior Living Community. Such representations that Rise would pay for the flooring goods and installation services were materially false. Defendants made the false representations knowing they were false and intended Plaintiff to rely on such false representations. Plaintiff justifiably relied on Defendants' false representations and, as a result, Defendants' false representations directly and proximately caused injury to Plaintiff for which Plaintiff seeks liquidated damages within the jurisdictional limits of this Court.

32. Relying on the representation from Rise and Fisher, individually and on behalf of Rise, Plaintiff completed the work. Plaintiff would have suspended its work had such promises of payment not been forthcoming. Plaintiff reasonably and/or justifiably relied to its detriment on the false promises and suffered damages proximately cause thereby.

33. Plaintiff completed the work at the Properties pursuant to the Contract and on the representation that Defendants would pay Plaintiff in full for all of its work at the Property.

34. Plaintiff has been damaged as a result of these false promises and representations not only in the amounts left owing on the Contract but because Plaintiff was forced to obtain loans from various sources to meet its payroll and business expenses. Ultimately, Plaintiff has been damaged in an amount in excess of \$250,000.00 for which Plaintiff seeks judgment against Defendants, jointly and severally.

35. Plaintiff's injuries resulted from Defendants' actual fraud, gross negligence, and/or malice, which entitles Plaintiff to exemplary damages under Texas Civil Practice & Remedies Code Section 41.003(a)(3).

**IX**  
**FIFTH CAUSE OF ACTION**  
**FORECLOSURE OF MECHANIC'S LIEN**

36. All preceding paragraphs are incorporated herein by reference the same as if fully copied and set forth at length.

37. On several occasions from in or about October 2020, to in or about September 2023, Plaintiff sold and furnished flooring goods and installation services to Defendant Rise for the Property. In consideration of such sales, on which a systematic record has been kept, Defendant Rise promised and agreed to pay Plaintiff the prices charged for such goods and services in the aggregate sum of \$43,272.16, which is a reasonable sum for such goods and services.

38. After the allowance of all just and lawful offsets, credits, and payments to Defendant Rise, the sum of \$43,272.16 is past due and unpaid, and Defendant Rise, though often requested, has failed and refused to pay same or any part thereof. Plaintiff has performed all conditions precedent to its right to recover against Defendant Rise for the goods and services Plaintiff sold to Defendant Rise for the Property.

39. On or about October 18, 2023, Plaintiff duly filed for record its Mechanic's Lien

Affidavit with the County Clerk of Dallas County, Texas, and timely sent a copy of such Lien by certified mail, return receipt requested to Defendants.

40. Plaintiff has made written demand upon Defendants for payments of the debt, but Defendants have failed and refused to pay Plaintiff the principal amount owed or any portion thereof.

41. Plaintiff has performed all conditions required of it to properly perfect its Mechanic's Lien against the Property in the amount of \$43,272.16.

42. In accordance with Section 53.126 of the Texas Property Code, Plaintiff is entitled to the reimbursement by Defendants for its reasonable and necessary attorney's fees through trial and including fees through any appeal for which Plaintiff sues.

**X.**  
**SIXTH CAUSE OF ACTION**  
**STATUTORY RETAINAGE AND TRAPPED FUNDS**

43. All preceding paragraphs are incorporated herein by reference the same as if fully copied and set forth at length.

44. In or about October 2020, and in or about September 2023, Plaintiff sent notice to Defendants of the unpaid balance due for the goods and services Plaintiff furnished to the Property. Said notice also contained the statutory language required by Section 53.056(d) of the Texas Property Code.

45. At the time Plaintiff gave such written notification to Savannah it was required by law to have retained ten (10%) of each draw payment to Defendant Rise for the benefit of Plaintiff and other qualified claimants, if such there be, and any trapped funds.

46. It is Plaintiff's understanding and belief that Savannah has not released the retainage to Rise and that Savannah is holding money that is owed to Rise under their contract. In

the alternative, it is Plaintiff's understanding and belief after reasonable inquiry, that Savannah released funds to Rise in violation of Section 53.81 of the Texas Property Code, after receiving notice from Plaintiff containing the formal trapping language required by Section 53.056(d) of the Texas Property Code.

47. Plaintiff has performed all acts and conditions required of it to establish its claim against the retainage and trapped funds in the sum of \$43,272.16.

48. More than thirty (30) days have elapsed since Plaintiff perfected its claims against the retainage and trapped funds and Savannah has not paid such claim in whole or in part. Therefore, Plaintiff has been required to engage the services the undersigned attorney to bring this action. Accordingly, Plaintiff is entitled to recover its attorney's fees in bringing this action, which fees Plaintiff alleges to be at least \$10,000.00 through trial, plus \$20,000.00 for an appeal to the Court of Appeals, plus an additional \$20,000.00 for an appeal to the Supreme Court of Texas.

**XI.**  
**SEVENTH CAUSE OF ACTION**  
**ACTION TO ENFORCE PAYMENT TO CONTRACTOR**

49. Pursuant to Chapter 28 of Texas Property Code, Plaintiff is a "subcontractor" Savannah is an Owner of "Real Property" and Rise is a "General Contractor" and Plaintiff contracted with Rise to "Improve" real property or perform construction services for Rise at the Property.

50. Although Rise received several written payment requests from Plaintiff for amounts that were allowed to Plaintiff for properly performed work, Rise failed to pay the amounts requested by Plaintiff, less any amount withheld as authorized by statute, within 35 days after receiving the requests.

51. Pursuant to Section 28.005 of the Texas Property Code, Plaintiff seeks hereby to enforce payment of the sums RISE was required to pay to Plaintiff under Section 28.003 of the Texas Property Code, as well as interest prescribed under Section 28.004 of the Texas Property Code, and Plaintiff's costs and reasonable attorney's fees.

**XII.  
CONDITIONS PRECEDENT**


52. All conditions precedent to Plaintiff's right to recover under each of the causes of action set forth herein have been performed or have occurred.

**XIII.  
PRAYER**

**WHEREFORE, PREMISES CONSIDERED,** Plaintiff requests that Defendant Rise Residential Lakeview, LLC, Savannah at Lakeview Holdings, LLC d/b/a Lakeview Pointe Independent Senior Living Community, and Melissa Fisher be cited to appear and answer, and that on final trial, Plaintiff have:

1. Judgment against Defendants, jointly and severally, in the principal sum of \$43,272.16 with prejudgment interest thereon at the highest legal rate and postjudgment interest thereon at the highest legal rate from the date of judgment until paid;
2. Judgment against Defendants, jointly and severally, for attorney's fees as alleged above, with postjudgment interest thereon at the highest legal rate provided or the highest rate provided in Chapter 28 of the Texas Property Code from the date of judgment until paid;
3. Judgment foreclosing Plaintiff's Mechanic's Lien, together with an order of sale and writ of possession;
4. Judgment against Defendants, jointly and severally, for all costs of suit;
5. Judgment against Defendants, jointly and severally, for punitive damages; and
6. Such other and further relief to which Plaintiff may show itself justly entitled to receive.

Respectfully submitted,



By: /s/ Craig A. Bernstein  
Craig A. Bernstein  
Texas Bar No. 02219400  
3500 Maple Avenue, Suite 1220  
Dallas, Texas 75219  
214/521-2814 – Telephone  
214/521-8995 – Facsimile  
cbernstein@bernsteinlawdallas.com  
ATTORNEY FOR PLAINTIFF

**AFFIDAVIT OF BRANDON MCMAHAN**


STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

BEFORE ME, the undersigned authority, on this day personally appeared Brandon McMahan, known to me to be the person whose name is subscribed to the following instrument, and who, having been by me duly sworn, upon his oath deposes and states as follows:

1.       “My name is Brandon McMahan.”
2.       “I am the President of McMahan’s Flooring, Inc. d/b/a MFI. I am over the age of 18 years, have never been convicted of a felony, and am fully authorized and competent to make this affidavit and testify to all matters herein.”
3.       “The facts stated in this affidavit are within my personal knowledge and are true and correct.”
4.       “I have care, custody and control of all records concerning the account of Rise Residential Construction Lakeview, LLC (“Rise”), Savannah at Lakeview Holdings, LLC d/b/a Lakeview Pointe Independent Senior Living Community (“Savannah”), and Melissa Fisher (“Fisher”) (collectively “Defendants”).
5.       “These records show that a total principal balance of \$43,272.16, exclusive of interest is owed by Defendants, to Plaintiff for goods and services Plaintiff sold to Rise for The Lakeview Pointe Senior Living Community construction project (“Project”).”
6.       “Defendants’ account, which is marked Exhibit “A,” is attached to Plaintiff’s Original Petition and is within my personal knowledge just and true. The total amount of the account is due to Plaintiff by Defendants, and all just and lawful offsets, payments and credits have been allowed.”

"FURTHER AFFIANT SAYETH NOT."

McMahan's Flooring, Inc. d/b/a MFI

By:   
Brandon McMahan, President

SUBSCRIBED AND SWORN TO BEFORE ME, this the 27<sup>th</sup> day of November, 2023,  
to certify which witness my hand and official seal.



  
Notary Public in and for the State of Texas



# **EXHIBIT A**



5124 Sharp St., Dallas, TX 75247  
 214-631-0600 Fax: 214-631-0609

## Statement of Account

<b>Invoice No.</b>	390032
<b>Date:</b>	10/6/2023
<b>Project</b>	Lakeview Senior Living
<b>Contact Person:</b>	Jeff Davis

<b>To:</b> Rise Residential Construction 16812 Dallas Parkway Dallas, TX 75248	<b>Job Site:</b> 7420 Lakeview Pkwy. Rowlett, TX 75088
--	---

<b>Contract Amounts</b>	
Lakeview Senior Living 150-MFI-01	\$143,895.00
Lakeview Senior Living 150-MFI-02	\$105,039.35
Lakeview Senior Living 150-MFI-03	\$83,603.00
Lakeview Senior Living 150-MFI-04	\$18,624.00
Lakeview Senior Living 150-MFI-01 - CO #1	\$6,850.00
Lakeview Senior Living 150-MFI-02 - CO #1	\$15,105.00
Lakeview Senior Living 150-MFI-03 - CO #1	\$38,290.00
Lakeview Senior Living 150-MFI-04 - CO #1	\$21,315.00
<b>Total Contracted Amount</b>	<b>\$432,721.35</b>

<b>Billings</b>			
<b>Draws</b>	<b>Draw Date</b>	<b>Aging</b>	<b>Amount</b>
Lakeview Senior Living 150-MFI-03 Draw # 1	10/5/2020		\$50,899.47
Lakeview Senior Living 150-MFI-04 Draw # 1	10/5/2020		Draw Rejected
Lakeview Senior Living 150-MFI-03 Draw # 2	11/5/2020		\$24,343.23
Lakeview Senior Living 150-MFI-03 Draw # 3	11/5/2020		\$34,461.00
Lakeview Senior Living 150-MFI-03 Draw # 4	11/5/2020		\$12,189.30
Lakeview Senior Living 150-MFI-04 Draw # 1	11/5/2020		\$27,621.95
Lakeview Senior Living 150-MFI-02 Draw # 1	8/5/2021		\$30,584.99
Lakeview Senior Living 150-MFI-02 Draw # 2	10/5/2021		\$11,010.58
Lakeview Senior Living 150-MFI-01 Draw # 1	12/7/2022		\$135,670.50
Lakeview Senior Living 150-MFI-01 Draw # 2	12/7/2022		\$15,074.50
Lakeview Senior Living 150-MFI-02 Draw # 3	12/7/2022		\$66,534.35
Lakeview Senior Living 150-MFI-02 Draw # 4	12/7/2022		\$12,014.44
Lakeview Senior Living 150-MFI-04 Draw # 2	12/7/2022		\$8,323.16
Lakeview Senior Living 150-MFI-04 Draw # 3	12/7/2022		\$3,993.90
<b>Total Amount Billed</b>			<b>\$432,721.37</b>

<b>Payments</b>			
Lakeview Senior Living 150-MFI-03 Draw # 1	12/23/2020	Check 3212	\$50,899.47
Lakeview Senior Living 150-MFI-03 Draw # 2	1/25/2021	Check 3246	\$24,343.23
Lakeview Senior Living 150-MFI-03 Draw # 3	4/21/2021	Check 3322	\$34,461.00
Lakeview Senior Living 150-MFI-04 Draw # 1	4/12/2021	Check 3312	\$27,621.95
Lakeview Senior Living 150-MFI-02 Draw # 1	10/21/2021	Check 3437	\$30,584.99
Lakeview Senior Living 150-MFI-02 Draw # 2	12/6/2021	Check 3456	\$11,010.58
Lakeview Senior Living 150-MFI-01 Draw # 1	6/21/2023	Check 3783	\$75,000.00
Lakeview Senior Living 150-MFI-02 Draw # 3	9/11/2023	Check 1048	\$66,534.35
Lakeview Senior Living 150-MFI-04 Draw # 2	9/11/2023	Check 1048	\$8,323.14
Lakeview Senior Living 150-MFI-01 Draw # 1	7/18/2023	Check 1014	\$50,000.00
Lakeview Senior Living 150-MFI-01 Draw # 1	9/11/2023	Check 1048	\$10,670.50



### Automated Certificate of eService

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Envelope ID: 83494597

Filing Code Description: Amended Petition

Filing Description: PLAINTIFF'S 1ST AMENDED PETITION W/  
REQUEST FOR CITATION

Status as of 1/21/2024 8:58 AM CST

#### Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Craig Bernstein	2219400	cbernstein@bernsteinlawdallas.com	1/17/2024 2:33:53 PM	SENT

DC-23-20490

CAUSE NO. \_\_\_\_\_

3 CIT ESERVE

CQ INSULATION, INC.	§	IN THE DISTRICT COURT OF
	§	
Plaintiff,	§	
	§	
VS.	§	
	§	
RISE RESIDENTIAL CONSTRUCTION	§	DALLAS COUNTY, TEXAS
LAKEVIEW, LLC, SAVANNAH AT	§	
LAKEVIEW HOLDINGS, LLC, and	§	
TX LAKEVIEW SENIORS, LP	§	160th
	§	
Defendants.	§	_____ JUDICIAL DISTRICT

**PLAINTIFF’S ORIGINAL PETITION**

COMES NOW, CQ INSULATION, INC. (“Plaintiff”) and files this its Original Petition against RISE RESIDENTIAL CONSTRUCTION LAKEVIEW, LLC, SAVANNAH AT LAKEVIEW HOLDINGS, LLC, and TX LAKEVIEW SENIORS, LP and would respectfully show this Court as follows:

I.

**DISCOVERY CONTROL PLAN**

Discovery in this suit is intended to be conducted under Level 1 of the Texas Rules of Civil Procedure. At this time, Plaintiff seeks monetary relief of \$250,000 or less, excluding interest, statutory or punitive damages and penalties, and attorney fees and costs.

II.

**PARTIES**

Plaintiff is a foreign company that was hired by Defendants to provide materials to the construction project that is the subject of this lawsuit and which is located in the State of Texas.

Defendant Rise Residential Construction Lakeview, LLC is a Texas company doing business in the State of Texas. Rise Residential Construction Lakeview, LLC may be served with process by serving its Registered Agent, John Shackelford, at 9201 N. Central Expressway, Fourth Floor, Dallas, Texas 75231, or wherever he may be found in the State of Texas.

Defendant Texas Lakeview Seniors, LP is a Texas entity doing business in the State of Texas. Texas Lakeview Seniors, LP may be served with process by serving its general partner, TX Lakeview Seniors GP, LLC through its Registered Agent, John Shackelford, at 9201 N. Central Expressway, Fourth Floor, Dallas, Texas 75231, or wherever he may be found in the State of Texas.

Defendant Savannah at Lakeview Holdings, LLC is a Texas company doing business in the State of Texas. Savannah at Lakeview Holdings, LLC may be served with process by serving its Registered Agent, Rowlett Housing Finance Corporation, at 4113 Main Street, Suite 105, Rowlett, Texas 75088, or wherever it may be found in the State of Texas.

### III.

#### JURISDICTION AND VENUE

This Court has jurisdiction over Defendants because they are Texas entities doing business in the State of Texas. This Court has jurisdiction over the controversy because the amount in controversy is within the jurisdictional limits of this Court and the suit involves a foreclosure of a mechanic's and materialman's lien which is within the subject matter of the Court.

Venue is proper in Dallas County, Texas, pursuant to the Texas Civil Practice and Remedies Code and Texas Property Code because the real property that is the subject of this lawsuit is located in Dallas County, Texas.

### IV.

#### FACTS

On May 1, 2019, Plaintiff and Defendant Rise Residential Construction Lakeview, LLC ("Rise Lakeview") entered into a sub-subcontractor agreement whereby Plaintiff was to provide insulation and other products/services to the construction project located at 7420 Lakeview Parkway, Rowlett, Texas 75088 known as the Lakeview Project (the "Property") owned by TX Lakeview Seniors, LP (TX Lakeview Seniors") and/or Savannah at Lakeview Holdings, LLC ("Savannah at Lakeview"). On February 4, 2022, as a result of fire damage caused to the Property, Plaintiff and

Rise Lakeview entered into another a sub-subcontractor agreement whereby Plaintiff was to provide insulation and other products/services to the Property. Plaintiff has fully complied with and performed its obligations under the contracts. Rise Lakeview was a sub-contractor of the General Contractor – Savannah at Lakeview Contractor, LLC. The total amount due and owing to Plaintiff for the materials it provided to the project involving the Property is \$34,723.90.

On December 2, 2022, and December 13, 2022, Plaintiff sent notice as required by Section 53 of the Texas Property Code to Defendants regarding the amount due and owing to Plaintiff for materials it provided to the project involving the Property.

On December 14, 2022, Plaintiff filed in Dallas County, Texas a mechanic's and materialman's lien against the Property (the "Lien").

As a result of Defendant's failure to pay Plaintiff the amount due and owing, Plaintiff has been required to employ the services of the attorneys at the Kish Manktelow & Bailey, PC to prosecute this action and has agreed to pay a reasonable fee for same.

All conditions precedent to recovery have been satisfied, fulfilled and/or complied with.

V.

COUNT ONE – SUIT TO FORECLOSE THE LIEN

Plaintiff realleges the allegations of Paragraphs I. through IV. as if set forth fully herein.

In accordance with Section 53.154 of the Texas Property Code, Plaintiff hereby sues TX Lakeview Seniors and Savannah at Lakeview for foreclosure of the Property under the Lien. Plaintiff has perfected its Lien and Plaintiff is entitled to foreclose on the Property. Accordingly, Plaintiff hereby requests that the court enter an order of foreclosure allowing the Property to be sold and that the proceeds of such sale to be used in whole or in part to satisfy the amount due and owing to Plaintiff.

VI.

COUNT TWO – CLAIM UNDER SECTION 53.083 OF THE TEXAS PROPERTY CODE

Plaintiff realleges the allegations of Paragraphs I. through IV. as if set forth fully herein.

In accordance with Section 53.083 of the Texas Property Code, Plaintiff hereby sues TX Lakeview Seniors and Savannah at Lakeview for the amount due and owing. Plaintiff sent the required notice to Defendants and demand was made upon Defendants for payment of the amount due and owing pursuant to Section 53.083 of the Texas Property Code. Further, no objection or notice of dispute of claim was made by Defendants within the 30 day period set forth in Section 53.083 of the Texas Property Code. Therefore, Defendants “[are] considered to have assented to the demand and the owner shall pay the claim.” *See* Tex. Prop. Code § 53.083(b).

Accordingly, Plaintiff hereby sues Defendants under Section 53.083 of the Texas Property Code for the amount due and owing to Plaintiff.

VII.

COUNT THREE - BREACH OF CONTRACT

Plaintiff realleges the allegations of Paragraphs I. through IV. as if set forth fully herein.

The conduct of Rise Lakeview set forth above constitutes a breach of contract and has caused damages to Plaintiff in the amount of \$34,723.90, for which sum Plaintiff hereby sues Rise Lakeview.

VIII.

COUNT FOUR – ATTORNEYS’ FEES

Plaintiff realleges the allegations of Paragraphs I. through IV. as if set forth fully herein.

As a result of Defendants’ failure to pay Plaintiff, Plaintiff has been required to employ the services of the Kish Manktelow & Bailey, PC to prosecute this action. Accordingly, Plaintiff is entitled to an award of its reasonable and necessary attorneys’ fees incurred in the prosecution of this action pursuant to TEX. PROP. CODE § 53.156, pursuant to the express terms of the contracts, and



pursuant to TEX. CIV. PRAC. & REM. CODE § 38.001, *et seq.*, for which sum Plaintiff hereby sues Defendants.

WHEREFORE, PREMISES CONSIDERED, Plaintiff requests that Defendants be cited to appear and answer herein, and that upon final trial or other disposition, Plaintiff have the following:

1. an order of foreclosure allowing the Property to be sold and that the proceeds of such sale to be used in whole or in part to satisfy the amount due and owing to Plaintiff.
2. damages in the amount of \$34,723.90 against Defendants pursuant to the demand made under Section 53.083 of the Texas Property Code and pursuant to the breach of contracts;
3. post-judgment interest at the highest lawful rate;
4. reasonable and necessary attorneys' fees incurred in the prosecution of this suit;
5. all costs of Court; and
6. such other relief to which Plaintiff shall show itself justly entitled.

Respectfully submitted,

KISH MANKTELOW & BAILEY, PC

/s/ Brent William Bailey

Brent William Bailey

State Bar No. 24006191

[bbailey@kmblegalgroup.com](mailto:bbailey@kmblegalgroup.com)

2201 N. Central Expy., Suite 180

Richardson, Texas 75080

Telephone: 214.276.6820

Facsimile: 214.276.6821

ATTORNEYS FOR PLAINTIFF

DC-24-02206

CAUSE NO \_\_\_\_\_

<b>WHICH JUAN SERVICES LLC</b>	§	<b>IN THE DISTRICT COURT</b>
<b>Plaintiff,</b>	§	
	§	
<b>V.</b>	§	
	§	191st
<b>RISE RESIDENTIAL</b>	§	
<b>CONSTRUCTION, L.P., RISE</b>	§	_____ <b>JUDICIAL DISTRICT</b>
<b>RESIDENTIAL CONTRUCTION</b>	§	
<b>LAKEVIEW, LLC and RISE</b>	§	
<b>RESIDENTIAL CONSTRUCTION</b>	§	
<b>MOORE OK, LLC</b>	§	
<b>Defendants.</b>	§	<b>OF DALLAS COUNTY, TEXAS</b>

**PLAINTIFF'S ORIGINAL PETITION**

Plaintiff, Which Juan Services LLC, files this original petition against defendant, Rise Residential Construction, L.P., Rise Residential Construction Lakeview, LLC and Rise Residential Construction Moore OK, LLC and alleges as follows:

**DISCOVERY-CONTROL PLAN**

1. Plaintiff intends to conduct discovery under Level 2 of Texas Rule of Civil Procedure

**CLAIM FOR RELIEF**

2. Plaintiff seeks monetary relief over \$250,000 but not more than \$1,000,000.

**PARTIES**

3. Plaintiff, Which Juan Services LLC, is a Limited Liability Company doing business in Dallas County County at 514 Yorktown Dr., Garland, Texas 75043.
4. Defendant, Rise Residential Construction Lakeview LLC, a Texas corporation whose registered office is located in Dallas County at 16812 Dallas Pkwy, Dallas, Texas 75248, may be served with process by serving its registered agent for service of process, John C. Shackelford, in Dallas County at 9201 N. Central Expy, 4<sup>th</sup> Floor, Dallas, Texas 75231.
5. Defendant, Rise Residential Construction Moore OK LLC, a Texas corporation whose registered office is located in Dallas County at 16812 Dallas Pkwy, Dallas, Texas 75248, may be served with process by serving its registered agent for service of process, John C. Shackelford, in Dallas County at 9201 N. Central Expy, 4<sup>th</sup> Floor, Dallas, Texas 75231
6. Defendant, Rise Residential Construction, L.P., a Texas corporation whose registered office is located in Dallas County at 5420 LBJ Freeway, Ste. 1355, Dallas Texas 75240,

may be served with process by serving its registered agent for service of process, John C. Shackelford, in Dallas County at 3333 Lee Parkway, Tenth Floor, Dallas, Texas 75219

### VENUE

7. Venue for this suit is permissive in Dallas County under Texas Civil Practice & Remedies Code section 15.035(a) because this county is where defendants registered office is located.

### FACTS

8. On or about October 7, 2021, Plaintiff agreed to provide construction services to Defendants for two separate projects.
9. In October 2021, Plaintiff agreed with Defendant **RISE RESIDENTIAL CONSTRUCTION LAKEVIEW, LLC** to provide punch work services at Lakeview Pointe Apartment Homes located at 7420 Lakeview Parkway, Rowlett, Texas 75088 herein called "Lakeview Project."
10. On or about October 8, 2021, Plaintiff agreed to provide a punch work crew and equipment to Defendant **RISE RESIDENTIAL CONSTRUCTION MOORE OK, LLC** for services at The Curve Apartments located at 701 SW 17<sup>th</sup> Street, Moore, Oklahoma 73160 herein called the "Curve Project."
11. From October 15, 2021 through November 12, 2022, Plaintiff provided services to Defendants on the two apartment construction projects. Plaintiff also provided weekly invoices to Defendants setting forth the date and cost of the services provided. Plaintiff provided weekly invoices totaling \$428,556.23 for the Lakeview Project and weekly invoices totaling \$491,641.78 for the Curve Project, for a total of \$920,198.01.
12. Plaintiff received partial payment in the amount of \$327,194.94 from Defendant **RESIDENTIAL CONSTRUCTION LAKEVIEW, LLC** for the Lakeview Project. Plaintiff received partial payment in the amount of \$192,837.36 from Defendant **RESIDENTIAL CONSTRUCTION MOORE OK, LLC** for the Curve Project. Plaintiff also received a partial payment of \$49,600.00 from Defendant **RISE RESIDENTIAL CONSTRUCTION, L.P.**, for a total of \$569,632 in partial payments. The remaining balance due for the services provided is \$350, 565.71.

13. Plaintiff and Plaintiff's counsel have presented plaintiff's claim to Defendants.

Defendants did not tender the amount owed within 30 days after the claim was presented.

### **CAUSES OF ACTION**

#### **SUIT ON SWORN ACCOUNT**

##### **The Lakeview Project.**

14. Plaintiff provided services to defendant **RISE RESIDENTIAL CONSTRUCTION LAKEVIEW, LLC** on an open account for the Lakeview Project described herein.

Defendant accepted the services and became bound to pay plaintiff its designated charges, which were according to the terms of the parties' agreement and reasonable and customary for such services.

15. Plaintiff attaches a record of the Lakeview Project account and the required affidavit as Exhibit A (Plaintiff 0002-0003) and incorporates it by reference. The account accurately sets forth the services plaintiff provided to defendant, the dates of performance, and the cost of the services plaintiff provided. The account represents a record of the series of transactions that is similar to records plaintiff systematically keeps in the ordinary course of business.

16. After the services were performed, defendant **RISE RESIDENTIAL CONSTRUCTION LAKEVIEW, LLC** made partial payments to plaintiff totaling \$192,837.36. The dates and amounts of defendant's payments are fully accounted for and credited to the account, as reflected in Exhibit A (Plaintiff 0004).

17. This claim is just and true, it is due, and all just and lawful offsets, payments, and credits have been allowed. Plaintiff attaches an affidavit verifying these facts as Exhibit A.

18. The principal balance due on the Lakeview Project account is \$235,718.87.

##### **The Curve Project.**

19. Plaintiff provided services to defendant **RISE RESIDENTIAL CONSTRUCTION MOORE OK, LLC** on an open account for the Curve Project described herein.

Defendant accepted the services and became bound to pay plaintiff its designated charges, which were according to the terms of the parties' agreement and reasonable and customary for such services.

20. Plaintiff attaches a record of the Curve Project account and the required affidavit as Exhibit A (Plaintiff 0005-0006) and incorporates it by reference. The account accurately sets forth

the services plaintiff provided to defendant, the dates of performance, and the cost of the services plaintiff provided. The account represents a record of the series of transactions that is similar to records plaintiff systematically keeps in the ordinary course of business.

21. After the services were performed, defendant made partial payments to plaintiff totaling \$327,194.94. The dates and amounts of defendant's payments are fully accounted for and credited to the account, as reflected in Exhibit A (Plaintiff 0007-0008).
22. This claim is just and true, it is due, and all just and lawful offsets, payments, and credits have been allowed. Plaintiff attaches an affidavit verifying these facts as Exhibit A
23. The principal balance due on the Curve Project account is \$164,446.84.
24. **Payment From Rise Residential Construction, L.P.** Defendant **RISE RESIDENTIAL CONSTRUCTION, L.P.**, made partial payment toward both projects in the amount of \$49,600.00. The dates and amounts of defendant's payment is fully accounted for and credited to the sum of the Lakeview Project Account and Curve Project Account, as reflected in Exhibit A (Plaintiff 0009).
25. Plaintiff seeks liquidated damages from Defendants in the amount of at least \$350, 565.71, which is within the jurisdictional limits of this Court.
26. Attorney fees. Plaintiff is entitled to recover reasonable and necessary attorney fees under Texas Civil Practice & Remedies Code section 38.001(7) because this is a suit on a sworn account. Plaintiff retained counsel, who presented plaintiff's claim to defendant's duly authorized agent. Defendant did not tender the amount owed within 30 days after the claim was presented.

#### **Breach of Contract**

27. Plaintiff incorporates by reference the factual allegations contained in the preceding paragraphs.

#### Texas Law

28. A valid and binding contract is formed by: (1) an offer, (2) an acceptance, (3) mutual assent, (4) execution and delivery of the contract with the intent that it be mutual and binding, and (5) consideration supporting the contract. *Texas Gas Utils. Co. v. Barrett*, 460 S.W.2d 409, 412 (Tex. 1970); *E-Learning LLC v. AT&T Corp.*, 517 S.W.3d 849, 858 (Tex. App.—San Antonio 2017, no pet.).
29. A party may still express assent in the absence of a signed contract if the party indicates

assent through other means, including oral agreement. *Lerma v. Border Demolition & Env'tl., Inc.*, 459 S.W.3d 695, 703 (Tex. App.—El Paso 2015, pet. denied).

Defendants Breached a Valid and Enforceable Contract

30. Plaintiff and Defendants entered into a valid and enforceable Contract.
31. Plaintiff offered construction services stated above in exchange for payment.
32. Defendant accepted Plaintiff's offer.
33. The parties mutually assented to the terms of the contract.
34. The contract was executed and delivered by the parties with the intent that it be mutual and binding.
35. The contract was supported by adequate consideration in the form of goods and services from Plaintiff and monetary payment from Defendant.
36. Defendant's failure to fully perform its contractual obligations by failing to pay Plaintiff the agreed upon sum in full constitutes a breach of contract.
37. As a result of Defendant's acts and omissions, Plaintiff has suffered damages within the jurisdictional limits of this Court.

Damages

38. Texas contract law allows for the recovery of expectation ("benefit of the bargain"), reliance, and restitution damages. *Sharifi v. Steen Auto., LLC*, 370 S.W.3d 126, 148 (Tex. App.—Dallas 2012, no pet.).
39. If the defendant did not perform, then loss in value caused by the breach is equal to the value that full performance would have yielded for the plaintiff. *See Republic Bankers Life Ins. v. Jaeger*, 551 S.W.2d 30, 31 (Tex. 1976). A plaintiff can recover lost profits as consequential damages. *Cherokee Cty. Cogeneration Partners v. Dynegy Mktg. & Trade*, 305 S.W.3d 309, 314 (Tex. App.—Houston [14th Dist.] 2009, no pet.)
40. As a direct and proximate result of Defendant's breach, Plaintiff suffered the following damages.
  - a. Actual and economic damages in the amount of \$350,565.71

**Promissory Estoppel**

41. In the alternative, Plaintiff pleads Promissory Estoppel.
42. Plaintiff incorporates by reference the factual allegations contained in the preceding paragraphs.

Texas Law

43. A plaintiff can bring a claim for promissory estoppel to enforce a promise when some of the elements necessary to create a legal contract are missing. *See In re Estate of Gilbert*, 513 S.W.3d 767, 771–72 (Tex. App.—San Antonio 2017, no pet.).
44. A promise may be made orally or in writing or may be inferred from conduct. *Fretz Constr. Co. v. Southern Nat'l Bank*, 626 S.W.2d 478, 483–84 (Tex. 1981).

Plaintiff Relied on Defendant's Promise and Conduct to His Detriment

45. Defendant promised to pay Plaintiff an agreed upon amount in exchange for Plaintiff's labor, skills, and services for construction at the Lakeview Pointe Apartment Homes and the Curve Apartments.
46. Plaintiff performed as agreed, relying upon Defendant's promise of payment, and expending a significant amount of time, effort, and money to complete the projects.
47. Defendant did not pay Plaintiff the promised amount.
48. As a result of Defendant's act and omissions, Plaintiff has suffered damages within the jurisdictional limits of this Court.

Damages

49. Reliance damages are awarded to the plaintiff for changing its position in reliance on the contract. *See Foley v. Parlier*, 68 S.W.3d 870, 884–85 (Tex. App.—Fort Worth 2002, no pet.).
50. The measure of reliance damages is equal to the expenditures made by the plaintiff in reliance on the contract. *Mistletoe Express Serv. v. Locke*, 762 S.W.2d 637, 638 (Tex. App.—Texarkana 1988, no writ).
51. As a direct and proximate result of Defendant's acts and omissions, Plaintiff suffered the following damages.
- a. Reasonable expenses in reliance on defendant's performance of the contract in the amount of \$350,565.71

**Quantum Meruit**

52. In the alternative, Plaintiff pleads Quantum Meruit.
53. Plaintiff incorporates by reference the factual allegations contained in the preceding paragraphs.

Texas Law

54. Quantum Meruit is an equitable theory of recovery when there is an implied agreement to pay for benefits received. *Hill v. Shamoun & Norman, LLP*, 544 S.W.3d 724, 732 (Tex. 2018).

#### Defendant Received Value from Plaintiff

55. An implied agreement existed between Plaintiff and Defendant for the Plaintiff completing his work for the Defendant's client in exchange for Defendant paying Plaintiff an agreed amount.

56. Plaintiff performed under the implied agreement, building, and installing the flooring on Defendant's client's property and providing benefit and value to Defendant.

57. Defendant did not pay Plaintiff the agreed amount in full and has received \$350,565.71 worth of benefits and value from Plaintiff that Plaintiff was not compensated for under the implied agreement.

58. As a result of Defendant's act and omissions, Plaintiff has suffered damages within the jurisdictional limits of this Court.

#### Damages

59. A plaintiff can obtain restitution as a remedy to put the plaintiff in the same economic position it would have occupied if no contract had been made. *Explorers Motor Home Corp. v. Aldridge*, 541 S.W.2d 851, 852 (Tex. App.—Beaumont 1976, writ ref'd n.r.e.).

60. Restitution damages restore to the plaintiff the value of what it parted with in performing the contract. *Coon v. Schoeneman*, 476 S.W.2d 439, 441 (Tex. App.—Dallas 1972, writ ref'd n.r.e.).

61. As a direct and proximate result of Defendant's acts and omissions, Plaintiff suffered the following damages.

- a. Restitution damages in the amount of at least \$350,565.71

#### **Unjust Enrichment**

62. In the alternative, Plaintiff pleads unjust enrichment.

63. Plaintiff incorporates by reference the factual allegations contained in the preceding paragraphs.

#### Texas Law

64. Unjust enrichment is an equitable theory of recovery holding that one who receives benefits



unjustly should make restitution for those benefits, and is not dependent on the existence of a wrong. *Bransom v. Standard Hardware, Inc.*, 874 S.W.2d 919, 927 (Tex. App.--Fort Worth 1994, writ denied).

65. A person is unjustly enriched when he obtains a "benefit from another by fraud, duress, or the taking of an undue advantage." *Heldenfels Bros., Inc. v. City of Corpus Christi*, 832 S.W.2d 39, 41 (Tex.1992).

#### Defendant Has Been Unjustly Enriched

66. An implied agreement existed between Plaintiff and Defendant for construction at the Lakeview Pointe Apartment Homes and the Curve Apartments in exchange for payment.
67. Plaintiff performed the construction under the implied agreement.
68. Defendant has been enriched by Plaintiff's work but has not provided Plaintiff with the agreed upon sum in return, thereby receiving value from Plaintiff that was not compensated.
69. Defendant has been unjustly enriched by at least \$350,565.71 at the expense of Plaintiff.
70. As a result of Defendant's acts and omissions, Plaintiff has suffered damages within the jurisdictional limits of this Court.

#### Damages

71. A plaintiff can obtain restitution as a remedy to put the plaintiff in the same economic position it would have occupied if no contract had been made. *Explorers Motor Home Corp. v. Aldridge*, 541 S.W.2d 851, 852 (Tex. App.—Beaumont 1976, writ ref'd n.r.e.).
72. Restitution damages restore to the plaintiff the value of what it parted with in performing the contract. *Coon v. Schoeneman*, 476 S.W.2d 439, 441 (Tex. App.—Dallas 1972, writ ref'd n.r.e.).
73. As a direct and proximate result of Defendant's acts and omissions, Plaintiff suffered the following damages.
74. Restitution damages in the amount of at least \$350,565.71

#### **DAMAGES**

75. Plaintiff has sustained damages in excess of this Court's jurisdictional minimum, as a result of the actions and/or omissions of Defendant described hereinabove, including, but not limited to:
- i. Actual or economic damages from Defendants in the amount of

\$350,565.71.

- ii. Special or consequential damages.

**CONDITIONS PRECEDENT**

- 76. All conditions precedent to Plaintiff's claim for relief have been performed or have occurred.

**ATTORNEY'S FEES**

- 77. Request is made for all costs and reasonable and necessary attorney's fees incurred by or on behalf of Plaintiff herein, including all fees necessary in the event of an appeal of this cause to the Court of Appeals and the Supreme Court of Texas, as the Court deems equitable and just, as provided by Chapter 38 of the Texas Civil Practice and Remedies Code.

**ALTERNATIVE ALLEGATIONS**

Pursuant to Rules 47 and 48 of the Texas Rules of Civil Procedure and the rules of pleadings, allegations in this petition are made in the alternative.

**PRAYER**

**WHEREFORE, PREMISES CONSIDERED**, Plaintiff, Which Juan Services LLC, respectfully pray that the Defendant be cited to appear and answer herein, and that upon a final hearing of the cause, judgment be entered for the Plaintiff against Defendant for damages suffered by the Plaintiff under all the listed causes of action, specific performance, attorney's fees, costs of court, and such other and further relief to which the Plaintiff may be entitled at law or in equity, whether pled or unpled.

Respectfully submitted,

Manuel Diaz Law Firm

/s/ Natalie Duncan

Natalie F. Duncan

Texas Bar No. 00793653

Email: [NatalieD@diazlf.com](mailto:NatalieD@diazlf.com)

8100 John Carpenter Fwy

Dallas, TX 75247

Tel. (214) 800-2086

Fax. (972) 330-2449

*Attorney for Plaintiff*

STATE OF TEXAS           §  
DALLAS COUNTY           §

**AFFIDAVIT OF JUAN RENTERIA CARRANZA**

Before me, the undersigned notary, on this day personally appeared JUAN RENTERIA CARRANZA, the affiant, a person whose identity is known to me. After I administered an oath, affiant testified as follows:

1. "My name is JUAN RENTERIA CARRANZA. I am over 18 years of age, of sound mind, and capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.
2. "I am an agent of the plaintiff in this case.
3. "I acquired personal knowledge of these facts because I am the owner of Which Juan Services, L.L.C.
4. "Plaintiff in this case is Which Juan Services, L.L.C.
5. "Defendants in this case are RISE RESIDENTIAL CONSTRUCTION, L.P., RISE RESIDENTIAL CONSTRUCTION LAKEVIEW, LLC and RISE RESIDENTIAL CONSTRUCTION MOORE OK, LLC.
6. "This action is for services provided, of which a systematic record was kept.
7. "The principal balance of \$350,565.71 is due on the accounts, which is attached hereto and incorporated by reference. That amount is just and true, it is due, and all just and lawful offsets, payments, and credits have been allowed."

Juan Renteria  
JUAN RENTERIA CARRANZA

Sworn to and subscribed before me by JUAN RENTERIA CARRANZA on February 7, 2024.

Gicell Berenice Ochoa Egua  
Notary Public in and for the State of Texas



Plaintiff 0001

**Which Juan Services to RISE Residential Construction**

**The Curve Apartments Project**

INVOICE TOTAL \$491,641.78  
TOTAL PAID \$327,194.94  
OUTSTANDING BALANCE \$164,446.84

**Lakeview Project**

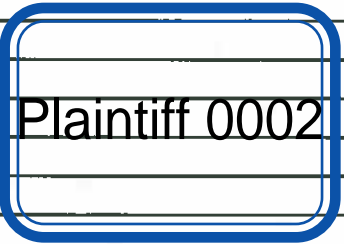
INVOICE TOTAL \$428,556.23  
TOTAL PAID \$192,837.36  
OUTSTANDING BALANCE \$235,718.87

**Misc. Payment**

Check #4058 \$49,600.00

INVOICE TOTAL	\$920,198.01
TOTAL PAID	\$569,632.30
OUTSTANDING BALANCE	\$350,565.71

LAKEVIEW PROJECT INVOICES

LAKEVIEW POINTE APARTMENT HOMES	Date	Invoice #	Invoice Amount	Total Labor	Total Materials
	10/15/2021	1	\$3,729.40	\$3,290.00	\$439.40
	10/22/2021	2	\$6,590.89	\$5,794.00	\$796.89
	10/29/2021	3	\$7,570.00	\$7,570.00	\$0.00
	10/6/2021	4	\$7,984.00	\$7,984.00	\$0.00
	11/13/2021	5	\$7,364.00	\$7,364.00	\$0.00
	11/20/2021	6	\$7,162.00	\$7,162.00	\$0.00
	11/27/2021	7	\$4,700.00	\$4,700.00	\$0.00
	12.03.2021	8	\$7,868.00	\$7,868.00	\$0.00
	12/11/2021	9	\$9,041.26	\$8,128.00	\$913.26
	12/18/2021	10	\$7,780.00	\$7,780.00	\$0.00
	12/25/2021	11	\$5,836.20	\$5,568.00	\$268.20
	12/31/2021	12	\$8,060.97	\$8,000.00	\$60.97
	1/8/2022	13	\$8,760.00	\$8,760.00	\$0.00
	1/15/2022	14	\$9,110.24	\$8,716.00	\$394.24
	1/22/2022	15	\$5,468.00	\$5,468.00	\$0.00
	1/28/2022	16	\$7,500.00	\$7,500.00	\$0.00
	2/4/2022	17	\$7,762.00	\$7,762.00	\$0.00
	2/11/2022	18	\$10,336.00	\$10,336.00	\$0.00
	2/18/2022	19	\$12,880.00	\$10,280.00	\$2,600.00
	2/25/2022	20	\$8,754.00	\$8,754.00	\$0.00
	3/4/2022	21	\$8,992.00	\$8,992.00	\$0.00
	3/11/2022	22	\$7,896.00	\$7,896.00	\$0.00
	3/18/2022	23	\$10,712.00	\$10,712.00	\$0.00
	3/25/2022	24	\$9,536.00	\$9,536.00	\$0.00
	4/1/2022	25	\$10,104.00	\$10,104.00	\$0.00
	4/8/2022	26	\$10,698.71	\$10,188.00	\$510.71
	4/15/2022	27	\$8,740.00	\$8,740.00	\$0.00
	4/22/2022	28	\$8,840.00	\$8,840.00	\$0.00
	4/29/2022	29	\$8,271.17	\$8,208.00	\$63.17
	5/6/2022	30	\$10,344.00	\$10,344.00	\$0.00
	5/13/2022	31	\$9,904.00	\$9,904.00	\$0.00
	5/20/2022	32	\$6,426.00	\$6,426.00	\$0.00
	5/27/2022	33	\$7,920.00	\$7,920.00	\$0.00
	6/3/2022	34	\$6,276.00	\$6,276.00	\$0.00
	6/10/2022	35	\$7,720.00	\$7,720.00	\$0.00
	6/17/2022	36	\$7,352.00	\$7,352.00	\$0.00
	6/24/2022	37	\$7,920.00	\$7,920.00	\$0.00
	7/4/2022	38	\$7,612.00	\$7,612.00	\$0.00
	7/8/2022	39	\$7,200.00	\$7,200.00	\$0.00
	7/15/2022	40	\$7,200.00	\$7,200.00	\$0.00
	8/5/2022	41	\$8,208.00	\$8,208.00	\$0.00
	7/29/2022	42	\$8,172.00	\$8,172.00	\$0.00
	8/5/2022	43	\$7,392.00	\$7,392.00	\$0.00
	8/12/2022	44	\$6,276.00	\$6,276.00	\$0.00
	8/19/2022	45	\$5,240.00	\$5,240.00	\$0.00
	8/29/2022	46	\$5,816.00	\$5,816.00	\$0.00

LAKEVIEW PROJECT INVOICES

Plaintiff 0003	9/4/2022	47	\$5,184.00	\$5,184.00	\$0.00	
	9/9/2022	48	\$4,251.54	\$4,224.00	\$27.54	
	9/16/2022	49	\$6,323.85	\$6,240.00	\$83.85	
	9/24/2022	50	\$6,366.00	\$6,336.00	\$30.00	
	10/1/2022	51	\$6,615.00	\$6,615.00	\$0.00	
	10/8/2022	52	\$6,615.00	\$6,615.00	\$0.00	
	10/15/2022	53	\$6,720.00	\$6,720.00	\$0.00	
	10/22/2022	54	\$6,032.00	\$6,032.00	\$0.00	
	10/31/2022	55	\$6,448.00	\$6,448.00	\$0.00	
	11/5/2022	56	\$5,616.00	\$5,616.00	\$0.00	
	11/12/2022	57	\$3,360.00	\$3,360.00	\$0.00	
		<b>Date</b>	<b>Invoice #</b>	<b>Invoice Amount</b>	<b>Total Labor</b>	<b>Total Materials</b>
		<b>Totals</b>	<b>\$428,556.23</b>	<b>\$422,368.00</b>	<b>\$6,188.23</b>	

LAKEVIEW PROJECT PAYMENTS

Check #	Check Amount	Date	Invoice	Check amount	Check Received		
3463	\$3,729.40	11/29/2021				Invoice Total	\$428,556.23
		10/15/2021	1	\$3,729.40	Yes	Payment Total	\$192,837.36
3480	\$29,508.93	12/23/2021				Outstanding Balance	\$235,718.87
		10/22/2021	2	\$6,590.93			
		10/29/2021	3	\$7,570.00			
		11/6/2021	4	\$7,984.00			
		11/13/2021	5	\$7,364.00	Yes for all above		
3512	\$19,198.00	1/21/2022					
		11/20/2021	6	\$6,630.00			
		11/27/2021	7	\$4,700.00			
		12/3/2021	8	\$7,868.00	Yes for all above		
3552	\$25,931.21	3/10/2022					
		1/8/2022	13	\$8,760.00			
		1/15/2022	14	\$9,110.24			
		12/31/2021	12	\$8,060.97	Yes for all above		
3576	\$20,730.00	3/31/2022					
		1/22/2022	15	\$5,468.00			
		1/28/2022	16	\$7,500.00			
		2/4/2022	17	\$7,762	Yes for all above		
3672	\$59,070.71	7/22/2022					
		2/11/2022	18	\$10,336.00			
		2/18/2022	19	\$12,880.00			
		3/18/2022	23	\$10,404.00			
		3/25/2022	24	\$4,648.00			
		4/1/2022	25	\$10,104.00			
		4/8/2022	26	\$10,698.71	Yes for all above		
3677	\$34,669.11	8/31/2022					
		5/6/2022	30	\$10,344.00			
		5/13/2022	31	\$9,904.00			
		5/20/2022	32	\$6,426.00			
		5/27/2022	33	\$7,995.11	Yes for all above		
Total	\$192,837.36						

Plaintiff 0004



CURVE PROJECT INVOICES

THE CURVE APARTMENTS	Date	Invoice #	Invoice Amount	Total Labor	Total Hotel	Total Materials
	10/15/2021	1	\$6,178.11	\$3,164.00	\$2,156.57	\$857.54
	10/22/2021	2	\$6,060.59	\$4,928.00	\$0.00	\$1,132.59
	10/29/2021	3	\$11,424.00	\$11,424.00	\$0.00	\$0.00
	11/6/2021	4	\$5,722.66	\$4,256.00	\$0.00	\$1,466.66
	11/13/2021	5	\$6,300.22	\$4,928.00	\$980.67	\$391.55
	11/20/2021	6	\$8,712.55	\$6,664.00	\$1,657.00	\$391.55
	11/27/2021	7	\$9,260.54	\$7,028.00	\$1,495.99	\$736.55
	12/3/2021	8	\$7,028.00	\$7,028.00	\$0.00	\$0.00
	12/11/2021	9	\$10,217.32	\$6,832.00	\$3,385.32	\$0.00
	12/18/2021	10	\$8,504.35	\$7,392.00	\$1,112.35	\$0.00
	12/25/2021	11	\$8,204.78	\$6,020.00	\$1,982.86	\$201.92
	12/31/2021	12	\$8,877.78	\$6,020.00	\$2,857.78	\$0.00
	1/8/2022	13	\$7,822.89	\$6,664.00	\$1,158.89	\$0.00
	1/15/2022	14	\$8,144.90	\$6,496.00	\$1,280.00	\$368.90
	1/22/2022	15	\$7,780.00	\$5,740.00	\$1,526.64	\$513.36
	1/28/2022	16	\$4,760.00	\$4,760.00	\$0.00	\$0.00
	2/4/2022	17	\$4,467.40	\$2,884.00	\$1,583.40	\$0.00
	2/11/2022	18	\$5,014.58	\$4,928.00	\$0.00	\$86.58
	2/18/2022	19	\$6,304.97	\$3,920.00	\$2,157.73	\$227.24
	2/25/2022	20	\$7,312.97	\$4,928.00	\$2,157.73	\$227.24
	3/4/2022	21	\$4,928.00	\$4,928.00	\$0.00	\$0.00
	3/11/2022	22	\$7,405.00	\$4,564.00	\$2,841.00	\$0.00
	3/18/2022	23	\$4,200.00	\$4,200.00	\$0.00	\$0.00
	3/25/2022	24	\$4,648.00	\$4,648.00	\$0.00	\$0.00
	4/1/2022	25	\$7,293.00	\$4,452.00	\$2,841.00	\$0.00
	4/8/2022	26	\$5,045.22	\$4,928.00	\$0.00	\$117.22
	4/15/2022	27	\$6,564.65	\$3,920.00	\$2,644.65	\$0.00
	4/22/2022	28	\$4,367.82	\$2,184.00	\$2,183.82	\$0.00
	4/29/2022	29	\$5,108.65	\$2,464.00	\$2,644.65	\$0.00
	5/6/2022	30	\$2,464.00	\$2,464.00	\$0.00	\$0.00
	5/13/2022	31	\$4,249.00	\$1,820.00	\$2,429.00	\$0.00
	5/20/2022	32	\$7,657.77	\$4,928.00	\$2,729.77	\$0.00
	5/27/2022	33	\$4,004.00	\$4,004.00	\$0.00	\$0.00
	6/3/2022	34	\$6,985.77	\$4,256.00	\$2,729.77	\$0.00
	6/10/2022	35	\$7,555.14	\$4,648.00	\$2,733.18	\$173.96
	6/17/2022	36	\$12,077.41	\$7,720.00	\$4,357.41	\$0.00
	6/24/2022	37	\$8,512.00	\$8,512.00	\$0.00	\$0.00
	7/4/2022	38	\$12,793.66	\$7,888.00	\$4,905.66	\$0.00
	7/8/2022	39	\$4,784.00	\$4,784.00	\$0.00	\$0.00
	7/15/2022	40	\$18,766.30	\$8,392.00	\$10,374.30	\$0.00
	7/22/2022	41	\$8,084.00	\$8,084.00	\$0.00	\$0.00
	7/29/2022	42	\$7,488.00	\$7,488.00	\$0.00	\$0.00
	8/5/2022	43	\$16,187.57	\$8,112.00	\$7,663.47	\$412.10
	8/12/2022	44	\$13,195.32	\$7,284.00	\$5,911.32	\$0.00
	8/19/2022	45	\$7,751.90	\$7,624.00	\$0.00	\$127.90
	8/29/2022	46	\$12,366.29	\$6,086.00	\$5,911.32	\$368.97

Plaintiff 0005



**CURVE PROJECT INVOICES**

	9/4/2022	47	\$13,248.17	\$7,260.00	\$5,491.30	\$496.87
	9/9/2022	48	\$5,724.00	\$5,724.00	\$0.00	\$0.00
	9/16/2022	49	\$16,824.34	\$12,392.00	\$4,065.58	\$366.76
	9/24/2022	50	\$17,425.80	\$13,292.00	\$4,133.80	\$0.00
Plaintiff 0006	10/1/2022	51	\$12,784.15	\$7,410.00	\$5,374.15	\$0.00
	10/8/2022	52	\$13,417.46	\$9,152.00	\$4,265.46	\$0.00
	10/15/2022	53	\$9,890.74	\$7,800.00	\$2,090.74	\$0.00
	10/22/2022	54	\$9,870.35	\$8,192.00	\$1,572.11	\$106.24
	10/29/2022	55	\$19,192.24	\$17,072.00	\$2,120.24	\$0.00
	11/5/2022	56	\$11,971.45	\$7,904.00	\$4,067.45	\$0.00
	11/12/2022	57	\$8,712.00	\$8,712.00	\$0.00	\$0.00
	<b>Date</b>		<b>Invoice Amount</b>	<b>Total Labor</b>	<b>Total Hotel</b>	<b>Total Materials</b>
	<b>TOTALS</b>		<b>\$491,641.78</b>	<b>\$361,296.00</b>	<b>\$121,574.08</b>	<b>\$8,771.70</b>

CURVE PROJECT PAYMENTS

Check #	Check Amount	Date	Invoice	Check #	Invoice Balance		
2099	\$6,178.11	11/29/2021				Invoice Totals	\$491,641.78
		10/15/2021	1	2099	\$6,178.11	Payment Total	\$327,194.94
2132	\$29,507.47	1/5/2022				Outstanding Balance	\$164,446.84
		10/22/2021	2	2132	\$6,060.59		
		10/29/2021	3	2132	\$11,424.00		
		11/6/2021	4	2132	\$5,722.66		
		11/13/2021	5	2132	\$6,300.22		
2170	\$24,264.54	1/21/2022					
		11/20/2021	6	2170	\$8,712.55		
		11/27/2021	7	2170	\$8,523.99		
		12/3/2021	8	2170	\$7,028.00		
2339	\$50,772.42	8/31/2022					
		12/11/2021	9	2339	\$10,217.32		
		12/18/2021	10	2339	\$8,504.35		
		12/25/2021	11	2339	\$8,204.78		
		2/25/2022	20	2339	\$7,312.97		
		3/4/2022	21	2339	\$4,928.00		
		3/11/2022	22	2339	\$7,405.00		
		3/22/2022	23	2339	\$4,200.00		
2219	\$24,845.57	3/10/2022					
		12/31/2021	12	2219	\$8,877.78		
		12/8/2022	13	2219	\$7,822.89		
		1/15/2022	14	2219	\$8,144.90		
2258	\$17,006.76	4/21/2022					
		1/22/2022	15	2258	\$7,779.36		
		1/28/2022	16	2258	\$4,760.00		
		2/4/2022	17	2258	\$4,467.40		
2332	\$30,222.42	7/22/2022					
		2/11/2022	18	2332	\$5,014.58		
		2/18/2022	19	2332	\$6,304.97		
		4/1/2022	25	2332	\$7,293.00		
		4/8/2022	26	2332	\$5,045.22		
		4/15/2022	27	2332	\$6,564.65		

Plaintiff 0007

CURVE PROJECT PAYMENTS

2376	\$63,037.56	10/12/2022				
		4/22/2022	28	2376	\$4,367.82	
		4/29/2022	29	2376	\$5,108.65	
		5/10/2022	30	2376	\$2,464.00	
		5/13/2022	31	2376	\$4,249.00	
		5/20/2022	32	2376	\$7,657.77	
		5/27/2022	33	2376	\$4,004.00	
		6/3/2022	34	2376	\$6,985.77	
		6/10/2022	35	2376	\$7,555.14	
		6/17/2022	36	2376	\$12,077.41	
		8/24/2022	37	2376	\$8,568.00	
2396	\$81,360.09	11/21/2022				
		7/4/2022	38	2396	\$12,793.00	
		7/8/2022	39	2396	\$4,748.00	
		7/15/2022	40	2396	\$18,766.00	
		7/22/2022	41	2396	\$8,084.00	
		7/29/2022	42	2396	\$7,488.00	
		8/5/2022	43	2396	\$16,157.57	
		8/12/2022	44	2396	\$13,195.32	
		8/19/2022	45	2396	\$127.90	
Total	\$327,194.94				\$327,194.64	

Plaintiff 0008




HOLD TO LIGHT TO VIEW TRUE WATERMARK IN PAPER HEAT SENSITIVE RED LOCK DISAPPEARS WHEN HEATED

4058

**RISE Residential Construction, L.P.**  
Constructing Excellence  
16812 Dallas Parkway  
Dallas, TX 75248  
972-701-5558

*201-608-7201*

  
88-2511/1119

DATE *8/1/09*

PAY TO THE ORDER OF

*Wichita JUAN*

\$ *49,600.00*

*Forty nine thousand six hundred dollars*

DOLLARS

Authorized Signer for the L.P.

TEXAS BRAND BANK  
GARLAND, TX 75042

FOR *Carve @ Latview*

*[Signature]*

**Plaintiff 0009**

⑈004058⑈ ⑆111925113⑆ 1015650⑈

Details on back  
Security Features