## Exhibit D

## THE LAW OFFICES OF MARCOS & ASSOCIATES, P.C.

228 WESTHEIMER ROAD HOUSTON, TX 77006

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February 9, 2017

3S Real Estate Investments LLC Series 3 And/or Current Owner 2105 Morse St Houston, Texas 77019

United Plus Construction Attn: Richard Hernandez 1009 Majorca Dr. Houston, Texas 77076

RE: CLAIM OF ABG GENERAL CONSTRUCTION ("CLAIMANT"); MECHANIC'S AND MATERIALMAN'S LIEN

Dear Sirs:

Enclosed is a copy of Claimant's affidavit claiming a mechanic's and materialman's lien ("Affidavit").

In accordance with the Texas Property Code, we notify you again that if the claim described in the Affidavit remains unpaid, the owner of the property described may be liable, unless the owner withholds payment from the contractor for the amount of the claim or it is otherwise settled or paid.

Claimant was forced to proceed with securing its lien rights because Claimant has not received payment from any source on the claim set forth in the Affidavit.

Previous written demand by Claimant for payment of this claim was made on January 9. 2017. A notice of dispute regarding this claim was submitted but claim is still valid. Therefore, demand for payment of the claim amount is hereby made in accordance with section 53.083 of the Texas Property Code.

Please contact me on receipt of this letter so that we may discuss a prompt resolution of this matter.



Sincerely,

Law Offices of Marcos & Associates, PC

By: Javier Marcos, Jr.,

For the Firm

Enc.

Certified Mail No: 7016 0910 0002 2347 0718

Return Receipt Requested

Certified Mail No: 7016 0910 0002 2347 0688

Return Receipt Requested

## Notice to Owner Regarding Liens against Homestead Property

If a subcontractor or supplier who furnishes materials or performs labor for construction of improvements on your property is not paid, your property may be subject to a lien for the unpaid amount if:

- 1. after receiving notice of the unpaid claim from the claimant, you fail to withhold payment to your contractor that is sufficient to cover the unpaid claim until the dispute is resolved; or
- during construction and for 30 days after completion of construction, you fail to retain 10 percent of the contract price or 10 percent of the value of the work performed by your contractor.

If you have complied with the law regarding the 10 percent retainage and you have withheld payment to the contractor sufficient to cover any written notice of claim and have paid that amount, if any, to the claimant, any lien claim filed on your property by a subcontractor or supplier, other than a person who contracted directly with you, will not be a valid lien on your property. In addition, except for the required 10 percent retainage, you are not liable to a subcontractor or supplier for any amount paid to your contractor before you received written notice of the claim.