United States Bankruptcy Court Northern District of Texas (Dallas Division)		PROOF OF CLAIM
Name of Debtor:	Case Number	r:
ERICKSON CONSTRUCTION, LLC	09-	37018
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of administrative expense may be filed pursuant to 11 U.S.C. § 503.	f the case. A re	equest for payment of an
Name of Creditor (the person or other entity to whom the debtor owes money or property):		s box to indicate that this
Name and address where notices should be sent:	claim ame	ends a previously filed
BANNER GLASS INC	1	
	(If known)	
906 CRAIN HWY	(4)	
Telephone number: GLEN BURNIE MD 21061	Filed on:	C-revi infallin
(410) 760 - 8866		
Name and address with province that the sent (if different from above): BANNER GLASS THE		s box if you are aware that se has filed a proof of claim
	relating to	your claim. Attach copy of
NOV 13 2009 7900 FENTON ST	statement	giving particulars.
Telephone number: SILVER SPRING, MD 20910	Check this	s box if you are the debtor
RMC GROUP (301) 588-5440 × 13 1. Amount of Claim as of Date Case Filed: \$7441.25	The Real Property lies, the Persons lies, the Pe	in this case. of Claim Entitled to
If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.	Priority u any porti one of the	in Claim Entitled to inder 11 U.S.C. §507(a). If ion of your claim falls in e following categories, box and state the
If all or part of your claim is entitled to priority, complete item 5.	amount.	DOX and state the
Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.	Specify the pr	riority of the claim.
		support obligations under
2. Basis for Claim: NEW CONSTRUCTION - LABOR & MATERIAL (See instruction #2 on reverse side.)	11 U.S.C.	§507(a)(1)(A) or (a)(1)(B).
3. Last four digits of any number by which creditor identifies debtor:5307		laries, or commissions (up 0*) earned within 180 days
3a. Debtor may have scheduled account as: (See instruction #3a on reverse side.)	before fili	ng of the bankruptcy r cessation of the debtor's
4. Secured Claim (See instruction #4 on reverse side.)		whichever is earlier – 1 I
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.	U.S.C. §5	07 (a)(4). ons to an employee benefit
Nature of property or right of setoff: Real Estate	plan – 11 t	U.S.C. §507 (a)(5).
Value of Property: \$ 282 MIL Annual Interest Rate 5:0%	purchase, l	25* of deposits toward lease, or rental of property for personal, family, or
Amount of arrearage and other charges as of time case filed included in secured claim,		use – 11 U.S.C. §507
if any: \$ Basis for perfection: CONSTRUCTION LEIN		
Amount of Secured Claim: \$ Amount Unsecured: \$_744/. >\		enalties owed to ntal units – 11 U.S.C. §507
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.	11- 1450 -11-	
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of	of II U.S.	ecify applicable paragraph C. §507 (a)().
a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)	Amoun	t entitled to priority:
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.	\$_ *4mounts ===	evhicat to adjustment
If the documents are not available, please explain:	4/1/10 and ev	subject to adjustment on ery 3 years thereafter with es commenced on or after justment.
Date: Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the cr	editor or	FOR COURT USE ONLY
//-9-2009 other person authorized to file this claim and state address and telephone number if different from the address above. Attach copy of power of attorney, if any.		
Robert & L.Dl Proper I III Domin		

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the trustee or another party in interest files an objection to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a). If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity owed a debt by the debtor that arose on or before the date of the bankruptcy filing. See 11 U.S.C. §101 (10)

Claim

A claim is the creditor's right to receive payment on a debt owed by the debtor that arose on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §507(a) Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's taxidentification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION

Acknowledgment of Filing of Claim
To receive acknowledgment of your filing, you may
either enclose a stamped self-addressed envelope and a

copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

Banner Glass Inc (Sub-Contractor) 906 Crain Hwy, Glen Burnie, MD 21061 Phn: 410-760-8866

Date	Customer Invoice No	Invoice Amount	Amount Paid	Invoice Bálance	Total Balance	ECC Code	W/O Ref #
Contract O	rder # R.B 1.	5 @ Asbhy Po	onds Living E	Building, Asl	nburn VA 201	47	
2/27/2009	145352	\$18,825.00				5703	5855
5/4/2009	145352		\$16,942.50				
6/5/2009	145352		\$ 1,140.00	\$ 742.50			
11/6/2009	145352				\$ 742.50		
4/30/2009	145887	\$ 1,200.00				5703	6185
6/5/2009	145887		\$ 941.25	\$ 258.75	\$ 258.75		
Total	145352 /						
@11/6/2009	145887	\$ 20,025.00	\$ 19,023.75	\$ 1,001.25	\$ 1,001.25		
Contract O	rder # R.B 1.4	1 @ Ashby Po	nds Living B	uilding, Asb	burn VA 201	47	
3/31/2009	145587	\$23,400.00					5983
6/5/2009	145587		\$21,060.00	\$2,340.00			
11/6/2009	145587				\$2,340.00		
4/30/2009	145888	\$20,000.00				5703	6184
6/5/2009	145888		\$18,000.00	\$2,000.00			
11/6/2009	145888				\$2,000.00		
5/28/2009	146113	\$ 2,100.00				5703	6342
11/6/2009	146113		\$ -	\$2,100.00	\$2,100.00		
<u>Total@11-</u>	145887/145888/14						
<u>06-09</u>	6113	\$ 45,500.00	\$ 39,060.00	\$ 6,440.00	\$ 6,440.00		
Total							
11/6/2009		\$ 65,525.00	\$ 58,083.75	\$ 7,441.25	\$ 7,441.25		

Customer Profile: Erickson Construction, LLC 703 Maiden Choice Lane Baltimore, MD 21228 Phn: 410-242-2880

Erickson construction, LLC

Contract Change Order

Project: Ashby Ponds Bridge from CB1.0 to ILB1.3

Project Address: 21059 Loudoun County Parkway

Ashburn, Va 20147

Change Order Number: 1

From:

Mike Sights

Ashby Ponds Bridge from CB1.0 to

ILB1.3

Erickson Construction, LLC. 21059 Loudoun County Parkway

Ashburn, Va. 20147

To:

Rich Drgos

Banner Glass Inc.

906 Crain Highway, NW

Glen Burnie, Md, 21061

(410) 760-8866x

Date:

10/24/2008

Cost Code:

084100-48400

Contract For: Aluminum Entrance & Storefront (Sub)

Description:

Upgrade to 1" Tempered Glass w/TIAC-40 Low E

Name	Cost
Upgrade Glass	3350.00

Original Contract:	· · · · · · · · · · · · · · · · · · ·	640 600 00
Previous CCO's:		\$42,500.00
·	•	\$0.00
This CCO:		\$3,350.00
Total Contract:		\$45,850.00
		\$70,000.00

Banner Glass Inc.

Erickson Construction, LLC.

Signed:

By:

Rich Drgos,

By: Date:

Date:

Signed:

FAX NO. :4105536422

FROM:

SCHEDULE OF VALUES

FROM: HANNER GLASS INC.

PROJECT: ASHBY PONDS CB1.0 to LLD1.3 BRIDGE # 1

906 CRAIN JIWY. N.W GLEN BURNIE, MD 21061

21059 LOUDOUN COUNTY PARK WAY ASHBUN, VA. 20147

(TABULATIONS BELOW, AMOUNTS ARE STATED TO THE NEAREST DOLLAR.)

APLICATION NUMBER: 3 DATE: 11/21/08 PERIOD TO: 11/21/08

(WORK COMPLETED)

Λ	В	C	D	Е	F	G	H	J
TEM#	DESCRIPTION OF ITEM	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D - E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR B)	TOTALS COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)
1	STORE FRONT FRAMES AND HARDWARE	\$12,500.00	\$12,500.00	\$00	\$0	\$12,500.00	100%	0%
2	STORBERONT GLASS	\$15,500,00	\$15,500.00	\$00	\$0	\$15,500,00	100%	0%
3	I AHOR FOR FABRICATION & INSTALL	\$14,000.00	\$14,(x)0.00	\$00	\$0	\$14,000.00	100%	0%
4	DRAWINGS, FIELD MEASURMENT S LABOR, SHOP, AND SUBMITTIES	\$500.00	\$500.00	\$00		\$500.00	100%	0%
						1 111 11 11 11 11 11 11 11 11 11 11 11		
5	C/O #1 UPGRADE GLASS TO TIAC/10 OVER GRAY	\$3,350.00	\$0	\$3,350.00	\$ U	\$3,350.00	100%	0%
IOTALS;		\$45,85000	\$42,500.00	\$3,350.00	\$0	\$45,850.00	100%	0%

Sub: Banner Glass Inc. Cost Code: 557BR10 - 48400-084100

EXHIBIT "D" APPLICATION AND CERTIFICATE FOR PAYMENT

	ERICKSON CONST 703 Maiden Choice I Baitimore, MD 21220	Lane	DATE: / PROJECT: JOB:	557BR10 Pre-Cast Converte Bridge
FROM:	Banner Glass Inc.		APPLICANT NO PERIOD TO:	connecting CB 1.0 and ILB 1.3
I. Origina	l Contract Amount		8 42 500.	69
2. Change	Orders Issued to Date	(Thru C.O. #)	\$ 3 350	00
3. Contrac	t Sum to Date (Line 1+	2)	s 1458	50,00
4. Totul C	ompleted & Stored to D	Pate	\$ 45 F5	10.00
5. Less Rei	tainage (<u>/6</u> %)		\$ 4575	00
6. Total E	rned to Date Less Reta	iinage (Lino 45)	\$ 4/20	5.00
7. Less Pre	vious Requisitions		\$ 4/20	5 00
ð. Paymen	t Due This Period (Line	0 6-7)	\$ 45 B5	00 Retaininger
Yote: P	Avment will he made for	er, General Partner, or O		,
	ayment will be made for hange Order has been is iditional costs or pending	only those costs which aued by Erickson Const	are included as part of the Orig ruction L.L.C. Please provide a	inal Contract amount or for which a list of any outstanding claims for
	ireniRe Airiet 1182 Decti 125	only those costs which aued by Erickson Const	are included as part of the Origination L.L.C. Please provide a	inal Contract amount or for which a list of any outstanding claims for DBY PROJECT MANAGER
	ireniRe Airiet 1182 Decti 125	only those costs which aued by Erickson Const	are included as part of the Orig ruction L.L.C. Please provide a	ilist of any outstanding claims for
	ireniRe Airiet 1182 Decti 125	only those costs which aued by Erickson Const	are included as part of the Origination L.L.C. Please provide a	DBY PROJECT MANAGER
	ireniRe Airiet 1182 Decti 125	only those costs which aued by Erickson Const	are included as part of the Origination L.L.C. Please provide a TO BE COMPLETED RETAINAGE RELEASE	D BY PROJECT MANAGER
	ireniRe Airiet 1182 Decti 125	only those costs which aued by Erickson Const	are included as part of the Origination L.L.C. Please provide a TO BE COMPLETES RETAINAGE RELEASE PROGRESS BILLING	BY PROJECT MANAGER \$
	ireniRe Airiet 1182 Decti 125	only those costs which aued by Erickson Const	are included as part of the Origination L.L.C. Please provide a TO BE COMPLETES RETAINAGE RELEASE PROGRESS BILLING RETAINAGE WELD	BY PROJECT MANAGER \$ \$
	ireniRe Airiet 1182 Decti 125	only those costs which aued by Erickson Const	are included as part of the Origination L.L.C. Please provide a TO BE COMPLETES RETAINAGE RELEASE PROGRESS BILLING RETAINAGE WELD TOTAL AMOUNT DUE	BY PROJECT MANAGER \$ \$ \$ \$ 557BR10
	ireniRe Airiet 1182 Decti 125	only those costs which aued by Erickson Const	are included as part of the Origination L.L.C. Please provide a TO BE COMPLETES RETAINAGE RELEASE PROGRESS BILLING RETAINAGE WELD TOTAL AMOUNT DUE PROJECT NUMBER	BY PROJECT MANAGER \$ \$ \$
	iditional costs or pending	only those costs which sued by Erickson Consti	TO BE COMPLETED RETAINAGE RELEASE PROGRESS BILLING RETAINAGE RELD TOTAL AMOUNT DUE PROJECT NUMBER COST CODE #	BY PROJECT MANAGER \$ \$ \$ \$ 557BR10
NOTES:	FINAL PAYMENT	only those costs which sued by Erickson Consti	TO BE COMPLETED RETAINAGE RELEASE PROGRESS BILLING RETAINAGE LELD TOTAL AMOUNT DUE PROJECT NUMBER COST CODE # APPROVED BY APPROVED DATE	BY PROJECT MANAGER \$ \$ \$ \$ 557BR10
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UNCH LIST VARRANTY	FINAL PAYMENT COMPLETED	Only those costs which sued by Erickson Constiguents. YES NO YES NO YES NO YES NO YES NO	TO BE COMPLETED RETAINAGE RELEASE PROGRESS BILLING RETAINAGE WELD TOTAL AMOUNT DUE PROJECT NUMBER COST CODE # APPROVED BY APPROVED DATE FOR ACCOU	S S S S S S S S S S S S S S S S S S S

Erickson RECEIVED construction,LLC

Contract Change Order

ERICKSON CONSTRUCTION ASH BY PONDS

Project: Ashby Ponds Independent Living Building 1.4

Change Order Number:

001

Project Address:

21125 Cardinal Pond Terrace

Ashburn, Va 20147

From:

Michael Sights

Ashby Ponds Independent Living

Building 1.4

Erickson Construction, LLC. 21125 Cardinal Pond Terrace

Ashburn, Va, 20147

To:

Rich Drgos

Banner Glass, Inc.

906 Crain Highway, N.W.

Glen Burnie, MD, 21061

(410) 553-6422

05/04/2009 Date:

Cost Code:

084100-48400

Contract For: Aluminum Entrance & Storefront (Sub)

Description:

Per ASI 34: Change in Size and Dimensions of Storefront Frames

Name	Cost
Additional Storefront for Link to CB 1.0	\$2,100.00

Original Contract:	\$43,400.00
Previous CCO's:	\$0.00
This CCO:	\$2,100.00
Total Contract:	\$45,500.00
0/10	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
Banner Glass, Inc.	Erickson Construction, LLC
Signed:	Signed:
By: Rickand DRGUS Date: 5/5/18	By:William Brothain
Date: 5/5/43	Date: JUN 2 5 2009



Sub: Banner Glass, Inc. Cost Code: 557RB14 - 48400-084100

EXHIBIT "D" <u>APPLICATION AND CERTIFICATE FOR PAYMENT</u>

TO:	ERICKSON CONSTI 703 Maiden Choice L Baltimore, MD 21228 Banner Glass, Inc.	ane	DATE: 5/20/ PROJECT: JOB: APPLICANT NO.: PERIOD TO:	557RB14 Wood framed residential building
-			s 43 400	
_	al Contract Amount			00
2. Change	e Orders Issued to Date ((Thru C.O. #)	s 2/00.	
3. Contra	ct Sum to Date (Line 1+	2)	s 45,50	0.00
4. Total C	Completed & Stored to D	ate	s 45-50	0
5. Less Re	otalnage (<u>/0</u> %)		\$ 4550	60
6. Total E	arned to Date Less Reta	inage (Line 4-5)	\$ 40 950	· 연고
7. Less Pr	evious Requisitions		3 39060	,00
8. Paymor	nt Due This Period (Line	67)	s / 8 90.	00
	or which Erickson Coust	ection/has paid previous		29
material for CONTRA	Or which Erickson Country ACTOR: By: (Office	only those costs which	Date: 3/28/	nal Contract amount or for which a list of any outstanding claims for
material for CONTRA	ACTOR: By: (Office Payment will be made for Change Order has been is:	only those costs which	Date: 5/28/ Dwner) Date: 5/28/ Dwner) Date: 6/28/ Dwner) Date: 6/28/ Dwner) Date: 6/28/ Dwner)	nal Contract amount or for which a
material for CONTRA	ACTOR: By: (Office Payment will be made for Change Order has been is:	only those costs which	Date: 5/28/ Dwner) Date: 5/28/ Dwner) Date: 6/28/ Dwner) Date: 6/28/ Dwner) Date: 6/28/ Dwner)	nal Contract amount or for which a list of any outstanding claims for
material for CONTRA	ACTOR: By: (Office Payment will be made for Change Order has been is:	only those costs which	Date: 3/28/ Dwner) Date: 5/28/ Dwner) Date: 5/28/ Dwner) Date: 5/28/ Dwner) To BE COMPLETED	nal Contract amount or for which a list of any outstanding claims for BY PROJECT MANAGER
material for CONTRA	ACTOR: By: (Office Payment will be made for Change Order has been is:	only those costs which	Date: 378/ Dwner) Date: 378/ Dwnery Date: 378/ Dwner) Date: 378/ Dwnery Date: 378/ Dw	nal Contract amount or for which a list of any outstanding claims for BY PROJECT MANAGER
material for CONTRA	ACTOR: By: (Office Payment will be made for Change Order has been is:	only those costs which	Date: 378/ Dwner) Date: 378/ Dw	nal Contract amount or for which a list of any outstanding claims for BY PROJECT MANAGER S S
material for CONTRA	ACTOR: By: (Office Payment will be made for Change Order has been is:	only those costs which	Date: 378/ Dwner) Date: 378/ D	nal Contract amount or for which a list of any outstanding claims for BY PROJECT MANAGER S S
material for CONTRA	ACTOR: By: (Office Payment will be made for Change Order has been is:	only those costs which	Date: 378/ Dwner) Dwner) Dwner) Dwner) Dwner) Date: 378/ Dwner) Dwne	nal Contract amount or for which a list of any outstanding claims for BY PROJECT MANAGER S S S
material for CONTRA	ACTOR: By: (Office Payment will be made for Change Order has been is:	only those costs which	Date: 3728/ Dwner) Date: 5728/ Dwner) TO BE COMPLETED RETAINAGE RELEASE PROGRESS BILLING RETAINAGE HELD TOTAL AMOUNT DUE PROJECT NUMBER	nal Contract amount or for which a list of any outstanding claims for BY PROJECT MANAGER S S S S 557RB14
material for CONTRA	ACTOR: By: (Office Payment will be made for Change Order has been is:	only those costs which	Date: 5/28/ Dwner) TO BE COMPLETED RETAINAGE RELEASE PROGRESS BILLING RETAINAGE HELD TOTAL AMOUNT DUE PROJECT NUMBER COST CODE #	nal Contract amount or for which a list of any outstanding claims for BY PROJECT MANAGER S S S S 557RB14
material for CONTRA Note:	ACTOR: By: (Office Payment will be made for Change Order has been is: additional costs or pending	only those costs which sued by Erickson Consig extras.	Date: 5/28/ Dwner) Date: 5/28/ D	nal Contract amount or for which a list of any outstanding claims for BY PROJECT MANAGER S S S S 48400-084100
material for CONTRA Note: 1 NOTES:	ACTOR: By: (Office Payment will be made for Change Order has been is: additional costs or pending	only those costs which sued by Erickson Consig extras.	Date: 5/28/ Dwner) Date: 5/28/ D	nal Contract amount or for which a list of any outstanding claims for BY PROJECT MANAGER S S S S 557RB14
material for CONTRA Note: 1 NOTES:	ACTOR: By: (Office Payment will be made for Change Order has been is: additional costs or pending of the payment of the payme	only those costs which sued by Erickson Consig extras.	Date: 5/28/ Dwner) Date: 5/28/ D	nal Contract amount or for which a list of any outstanding claims for BY PROJECT MANAGER S S S S 48400-084100

Page 1 of 1

FROM:

SCHEDULE OF VALUES

FROM: BANNER GLASS INC. PI 906 CKAIN HWY, N.W. GLEN BURNIE, MD 21061

PROJECT: ASHBY PONDS LIVING BUILDING RB 1.4 21065 CARDINAL POND TERRACE ASHBUN, YA. 20147

APDICATION NUMBER: 2

(TABULATIONS BELOW, AMOUNTS ARE STATED TO THE NEAREST DOLLAR.)

DATE: 52/28/09 PERIOD TO: 05/28/09

(WORK COMPLETED)

Α	В	С	D	E	F	G	H	J
ITEM#	DESCRIPTION OF ITEM	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTALS COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)
1	WIRE GLASS FOR (J.) TYPE DOORS	\$1,400.00	\$1,400,00	\$.00	\$0	\$1,400.00	100%	0%
2	STOREFRONT	\$26,000.00	\$26,00000	\$,00	\$0	\$26,000.00	100%	(1%
3	STORE FRONT DOORS, FRAMES AND HARDWARE	\$15,000.00	\$15,00000	\$.00	\$0	\$15,000,00	100%	0%
4	DRAWINGS, FIELD MEASURMENT S LABOR, SHOP, AND SUBMITTLES	\$500.00	\$500.00	\$.00		\$500.00	100%	0%
5	MOBILIZAT-	\$500.00	\$500.00	\$.00	*******	\$500.00	100%	1)%
6	C/O#1 RELEGE LINK FRAMING	\$2,100.00	\$00	\$2,100,00		\$2,100.00	100%	0%
	, , , , , , , , , , , , , , , , , , ,					. , 1911		
TOTALS:		\$45,500.00	\$.00	\$2,100.00	\$0	\$45,500.00	100%	0%

Sub: Banner Glass, Inc. Cost Code: 557RB15 - 48400-084100

EXHIBIT "D" APPLICATION AND CERTIFICATE FOR PAYMENT

1. Original Contract Amount 2. Change Orders Issued to Date (Thru C.O. #	O: ERICKSON CONSTRUCT 703 Malden Choice Lane Baltimore, MD 21228 ROM: Banner Glass, Inc.	FION, LLC.	PROJECT: JOB: APPLICANT NO.:	557RB15 Wood framed residential building
3. Contract Sum to Date (Line 1+2) 4. Total Completed & Stored to Date 5. Less Retainage (Original Contract Amount		s 20 625	60.
4. Total Completed & Stored to Date 5. Less Retainage (%) 6. Total Earned to Date Less Retainage (Line 4-5) 7. Less Previous Requisitions 8. Payment Due This Period (Line 6-7) SUBCONTRACTORS AFFIDAVIT & RELEASE OF LEN The undersigned Subcontractor certifies; (1) that the work for which this payment request is being submitted has been conceordance with the Contract Documents; (1) that the sport for which this payment request is being submitted has been conceordance with the Contract Documents; (1) that the sport for submitted for which Erickson Construction has pold provious requests for payment: (11) that the amount of this invoice is due CONTRACTOR: By: (Officer, General Pattner, or Owner) Note: Payment will be made for only those costs which are included as part of the Original Contract amount or for which Change Order has been issued by Erickson Construction L.L.C. Please provide a list of any outstanding claims for additional costs or pending extras. NOTES: TO BE COMPLETED BY PROJECT MANAGER RETAINAGE RELEASE PROGRESS BILLING RETAINAGE HELD \$ TOTAL AMOUNT DUE PROJECT NUMBER 557RB15 COST CODE # 48400-084100 APPROVED BY APPROVED BY APPROVED DATE	Change Orders Issued to Date (Thru	ı C.O. #)	<u>s — </u>	
5. Less Retainage (Contract Sum to Date (Line 1+2)		\$ 20,25	~~~~
6. Total Earned to Date Less Retainage (Line 4-5) 7. Less Previous Requisitions 8. Payment Due This Period (Line 6-7) SUBCONTRACTORS AFFIDAVIT & RELEASE OF LEN. The undersigned Subcontractor certifies; (j) that the work for which this payment request is being submitted has been conaccordance with the Contract Documents; (ii) that is has fold its employees, sub-subcontractors, and material suppliers for all material for which Erickson Construction has paid provious requests for payment: (iii) that the amount of this invoice is due CONTRACTOR: By: Officer, General Patter, or Owner) Note: Payment will be made for only those costs which are included as part of the Original Contract amount or for which Change Order has been issued by Brickson Construction L.C. Please provide a list of any outstanding claims for additional costs or pending extras. NOTES: TO BE COMPLETED BY PROJECT MANAGER RETAINAGE RELEASE PROGRESS BILLING RETAINAGE HELD TOTAL AMOUNT DUE PROJECT NUMBER 557RB15 COST CODE # 48400-084100 APPROVED BY APPROVED BY APPROVED BY APPROVED DATE	Total Completed & Stored to Date		\$ 20025	<u> </u>
8. Payment Due This Period (Line 6-7) SUBCONTRACTORS AFFIDAVIT & RELEASE OF LEN. The undersigned Subcontractor certifies; (1) that the work for which this payment request is being submitted has been co accordance with the Contract Documents; (1) that the as gold its employees, sub-subcontractors, and material suppliers for al material for which Erickson Construction has pold provious request for payment; (1) that the amount of this invoice is due CONTRACTOR: By: (Officer, General Pertner, or Owner) Note: Payment will be made for only those costs which are included as part of the Original Contract amount or for which Change Order has been issued by Erickson Construction L.L.C. Please provide a list of any outstanding claims for additional costs or pending extras. NOTES: TO BE COMPLETED BY PROJECT MANAGER RETAINAGE RELEASE \$ PROGRESS BILLING \$ RETAINAGE HELD \$ TOTAL AMOUNT DUE \$ PROJECT NUMBER 557RB15 COST CODE # 48400-084100 APPROVED BY APPROVED BY APPROVED DATE	Less Retainage (/ 0 %)		\$ 2002.	6 <i>0</i>
SUBCONTRACTORS AFFIDAVIT & RELEASE OF LEN The undersigned Subcontractor certifies; (I) that the work for which this payment request is being submitted has been co accordance with the Contract Documents; (ii) that it has poid its employees, sub-subcontractors, and material suppliers for al material for which Brickson Construction has prid price our requests for payment: (iii) that the amount of this invoice is due CONTRACTOR: By: (Officer, General Partner, or Owner) Note: Payment will be made for only those costs which are included as part of the Original Contract amount or for which Change Order has been issued by Brickson Construction L.L.C. Please provide a list of any outstanding claims for additional costs or pending extras. NOTES: TO BE COMPLETED BY PROJECT MANAGER RETAINAGE RELEASE PROGRESS BILLING RETAINAGE HELD TOTAL AMOUNT DUE PROJECT NUMBER 557RB15 COST CODE # 48400-084100 APPROVED BY APPROVED DATE	Total Earned to Date Less Retninage	: (Line 4-5)	\$ 18,023	. 00
SUBCONTRACTORS AFFIDAVIT & RELEASE OF LEN The undersigned Subcontractor certifies; (i) that the work for which this payment request is being submitted has been co accordance with the Contract Documents; (ii) that the work for which this payment request is being submitted has been co accordance with the Contract Documents; (ii) that the amount of this invoice is due material for which Erickson Construction has point provious requests for payment: (iii) that the amount of this invoice is due CONTRACTOR: By: (Officer, General Pertner, or Owner) Note: Payment will be made for only those costs which are included as part of the Original Contract amount or for which Change Order has been issued by Brickson Construction L.L.C. Please provide a list of any outstanding claims for additional costs or pending extras. **NOTES:** TO BE COMPLETED BY PROJECT MANAGER* RETAINAGE RELEASE \$ PROGRESS BILLING \$ RETAINAGE HELD \$ TOTAL AMOUNT DUE \$ PROJECT NUMBER 557RB15 COST CODE # 48400-084100 APPROVED BY APPROVED BY APPROVED DATE	Less Previous Requisitions		s / (943	00
The undersigned Subcontractor certifies; (1) that the work for which this payment request is being submitted has been co accordance with the Contract Document; (1) that it has paid its employees, sub-subcontractors, and material suppliers for all material for which Erickson Construction has paid provious requests for payment: (iii) that the amount of this invoice is due to CONTRACTOR: By: Date: S	Payment Due This Period (Line 6-7)		\$ 1080.0	<u> </u>
RETAINAGE RELEASE \$ PROGRESS BILLING \$ RETAINAGE HELD \$ TOTAL AMOUNT DUE \$ PROJECT NUMBER 557RB15 COST CODE # 48400-084100 APPROVED BY APPROVED DATE	Change Order has been issued to additional costs or pending extr	by Erickson Construction	n L.L.C. Please provide a	list of any outstanding claims for
PROGRESS BILLING RETAINAGE HELD TOTAL AMOUNT DUE PROJECT NUMBER 557RB15 COST CODE # 48400-084100 APPROVED BY APPROVED DATE	DTES:		TO BE COMPLETED	BY PROJECT MANAGER
RETAINAGE HELD \$ TOTAL AMOUNT DUE \$ PROJECT NUMBER 557RB15 COST CODE # 48400-084100 APPROVED BY APPROVED DATE		1	RETAINAGE RELEASE	<u>\$</u>
TOTAL AMOUNT DUE \$ PROJECT NUMBER 557RB15 COST CODE # 48400-084100 APPROVED BY APPROVED DATE		1	PROGRESS BILLING	<u>s</u> .
PROJECT NUMBER 557RB15 COST CODE # 48400-084100 APPROVED BY APPROVED DATE		1	RETAINAGE HELD	\$
COST CODE # 48400-084100 APPROVED BY APPROVED DATE			TOTAL AMOUNT DUE	<u>s</u>
APPROVED BY APPROVED DATE		,	PROJECT NUMBER	557RB15
APPROVED BY APPROVED DATE			COST CODE #	48400-084100
APPROVED DATE				Maria bara a sandad da un ardanda, adalah da
	FINAL PAYMENT			
PUNCH LIST COMPLETED YES NO FOR ACCOUNTING USE ONLY WARRANTY COMPLETED YES NO			FOR ACCOU	NTING USE ONLY
ATTIC STOCK DELIVERED YES NO DATE RECEIVED		YES NO I	DATE RECEIVED	
O&M (CLOSEOUT BOOK-DEL) YES NO CHANGE ORDERS COMPLETED YES NO REVIEWED BY				1

EC: ____ Sub:

SCHEDULE OF VALUES

FROM: HANNER GLASS INC. PROJECT: ASHBY PONDS LIVING BUILDING RB 1.5
906 CRAIN HWY, N.W. GLEN BURNIE, MD 21061 21065 CARDINAL POND TERRACE. ASHBUN, VA. 20147

(TABULATIONS BELOW, AMOUNTS ARE STATED TO THE NEAREST DOLLAR.)

APLICATION NUMBER: 2 DATE: 32/21/09 PERIOD TO: 03/21/09

(WORK COMPLETED)

A	В	C	D	E	F	G	Н	J
TTEM#	DESCRIPTION OF ITEM	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTALS COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	HALANCE TO FINISH (C-G)
1	WIRE GLASS FOR (1) TYPE DOORS	\$1,200.00	\$.00	\$1,200.00	\$6	\$1,200.00	100%	0%
2	STORE FRONT DOORS, FRAMES AND HARDWARE	\$16,000.00	\$16,.000.00	\$0	\$10	\$16,000.00	100%	0%
3	STOREFRONT GLASS	\$1,825.00	\$.1,825.00	\$0	\$0	\$1,825.00	100%	0%
4	DRAWINGS, FIELD MEASURMENT STABOR, SHOP, AND SUBMITTLES	\$500.00	\$500,00	\$0		\$500.00	100%	0%
5	MOBILIZAT- ION	\$500.00	\$500,00	\$0	*********	\$500.00	100%	0%
		,						
							Ji I on the Immire d	
TOTALS:		\$20,025.00	\$18,825.00	\$1,200.00	\$0	\$20,025,00	100%	0%

parameter som 04/22/2009 08:27 FAX

CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

STATE OP:)) \$.\$.	Original Contract Amount: Approved Change Orders: Adjusted Contract Amount: Completed to Desc:	\$20,025.00 \$0.00 \$20,075.00 \$18,825.00 \$1,882.50
COUNTY OF:)	Retention: Total Earnod (Less Retuntion): Previous Payments: Current Payment: Contract Balance:	\$16,942.50 \$0.00 \$16,942.50 \$3,082.50
To BANNER GLASS INC		(Title Insurer)	
Pay app#1		(Lender) (Owner) (Contractor)	
owned by Ashburn Campus, LLC The UNDERSIGNED, for and in ex- \$16.942.50 in payment of is hereby acknowledged, does hereb Improvements thereon, and on mon apparatus heretofore furnished, prior The UNDERSIGNED, respectfully that all laborers, subcontractors, and payment and that none of such labor described real estate or the improve the undersigned shall list the name Contractors and Subcontractors Af Signed this day of	chas a contract with a real estate known and consideration of the sun phication of the sun phication of the sun phication of the sun phication of the consideration of the sun phication of the sun ph	identified as APL RB15 located in a of: Sixteen Thousand Nine Han a dated 2/29/2009 and other good at any and all liens or claims of right little due or to become due on accourant the retention stated above, tract status set forth above is an accoupy him have been paid all sums preserved the status for will be entitled to correct or materials furnished to or for unctors, and suppliers, with contract reteriors and upon request furnish wait	dred Forty-Two And Si/100 Dollars and valuable consideration, the receipt of which an on the aforementioned property and at of labor or services, materials, fixtures, or urate statement, and no other sums are claimed, whoushy due and all current aums due out of this claim or assert any claim against the above the account of the undersigned. (Upon request, at and payment status, on CTI=s Form F-3926-
Signed and swom to before me thi	day of April		
My Commission Expires: *NOTE* Prickson Construction, LLC requi	res that the release of	Notary Public	FATIMA M. CLARK FATIMA M. CLARK OTARY PUBLIC STATE OF MARYLAND EXEMPLAY Solori Expires (L. C.
Please return all signed and notari	zed release of liens to	the following address:	
ERICKSON CONSTRUCTIO	N FINANCE		The The
991 Corporate Boulevard			Please Return To:
Linthicum, Maryland 21090			Erickson Construction Finance
A97842			991 Corporate Boulevard Linthicum, MD 21090 Attn:

Subcontractor: Banner Glass, Inc. Cost Code: 557RB15 48400-084100

For Contracts up to \$80,000

ERICKSON CONSTRUCTION, LLC 703 Maiden Choice Lane Baltimore, Maryland 21228 (410) 242-2880 Fax: (410) 737-8862

Date:

Exhibit(s): A, B, C, D1, D, E1&F1, E, F

Are attached and made a part hereof

January 21, 2009

SUBCONTRACT AGREEMENT

Billing Address:

Ashby Ponds Independent Living Building 1.5

21065 Cardinal Pond Terrace,

Ashburn, Va, 20147 Attn: Michael Sights Phone: (703) 723-4366

Fax: (703) 723-0477

ERICKSON CONSTRUCTION
ASH BY PONDS

ALCENTE.

Firm Name (the "Subcontractor):

Banner Glass, Inc.

Subcontractor Address:

906 Crain Highway, N.W.,

Subcontractor City, State, ZIP:

Glen Burnie, MD, 21061

Subcontractor Phone:

(410) 760-8866 (410) 553-6422

Subcontractor Fax:

- I. <u>SUBCONTRACT DOCUMENTS</u>: This Subcontract consists of this Subcontract Agreement and the Contract between Ashburn Campus, LLC (the "Owner") and Erickson Construction, LLC ("Contractor") dated <u>January 21, 2009</u> and the other documents enumerated therein, including General Conditions and any other conditions, drawings, specifications, and addenda thereof which are applicable to Subcontractor's Work hereunder (the "Prime Contract"). The terms of this Subcontract Agreement shall control over any conflicting terms contained in the Prime Contract. To the extent not listed directly above, the Subcontract Documents, except for Modifications issued after execution of this Subcontract, are enumerated as follows: (on Exhibit A attached hereto)
- II. <u>WORK</u>: Subcontractor shall furnish the required supervision, labor, materials, tools, supplies, hoisting, vertical transportation, scaffolding and equipment necessary for <u>Aluminum Entrance & Storefront (Sub)</u> in connection with the construction of the Ashby Ponds Independent Living Building 1.5 (the "Project") located at <u>21065 Cardinal Pond Terrace</u>, <u>Ashburn</u>, <u>Va</u>, <u>20147</u> (the "Site") in accordance with <u>Exhibit B</u> attached hereto (the "Work"). Any specific information in the specifications in <u>Exhibit B</u> such as quantity estimates is not warranted to be exact, but is for general information purposes.
- III. <u>DATE OF COMMENCEMENT</u>. The date of commencement shall be the date of this Subcontract, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Contractor:

Date of Commencement: 04/01/2008

- IV. <u>SUBSTANTIAL COMPLETION</u>: The Project shall be substantially completed not later than 04/01/2009, ("Substantial Completion") subject to adjustments as provided in the Subcontract Documents (see Exhibit B attached hereto for details). Subcontractor must complete its Work on the Project in the necessary time sequence to assure that the Project, including the Work and the work of Contractor and all other subcontractor's on the Project, is substantially completed by the date listed above in this Section.
- V. <u>SUBCONTRACT SUM</u>: Lump Sum Price of <u>TWENTY THOUSAND TWENTY-FIVE DOLLARS AND ZERO CENTS</u> Dollars (\$20,025.00). The Subcontract Sum includes \$0.00 Sales Tax. Any allowances included in the Subcontract Sum are shown on the attached <u>Exhibit B</u>. The final Subcontract Sum shall be adjusted by written Change Order to reflect the actual cost to complete an Allowance item. Terms of Payment are outlined in the Terms and Conditions attached hereto.

VI. <u>ADDITIONAL TERMS</u>:

a. Subcontractor shall carry insurance in the coverages and terms, as required in the Terms and Conditions attached hereto. The Contractor shall promptly furnish a copy of the proof of insurance as requested.

25376_1; 2412f608-972a-41ba-b207-59c8b940265d

Page 1 of 7

Subcontractor: Banner Glass, Inc. Cost Code: 557RB15 48400-084100

- b. With respect to the Work, Subcontractor shall have all rights which Contractor has under the Prime Contract and Subcontractor shall, as to the Work, assume all obligations, risks and responsibilities which Contractor has assumed towards Owner in the Prime Contract.
- c. Subcontractor shall be bound by, and, at its own cost, comply with all Federal, state and local laws, codes, ordinances and regulations applicable to this Subcontract and the performance of the Work including the Occupational Safety and Health Act of 1970 Subcontractor shall be duly licensed to operate under the law of the applicable jurisdictions. Subcontractor shall be liable to Contractor, Erickson Retirement Communities, LLC ("Developer"), Ashby Ponds, Inc. ("Operator"), and Owner for all loss, cost and expense attributable to any acts of commission or omission by Subcontractor, its employees, members, sub-subcontractors and agents resulting from failure to comply therewith including, but not limited to, any fines, penalties or corrective measures.
- d. In connection with the performance of work under this Subcontract, Subcontractor agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, handicap, color, or national origin.
- e. This Subcontract contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representatives, warranties, or other matters, oral or written, shall be deemed to bind the parties hereto.
- f. The safety and security of residents of this community is our primary concern. Subcontractors, it agents, suppliers and lower tier subcontractors are to comply and adhere to all traffic and parking directives, noise restrictions and any other regulations established to ensure the serenity of our residents, their guests and employees of Ashby Ponds Independent Living Building 1.5.

VII. LICENSE. The Subcontractor represents to Contractor that Subcontractor is duly licensed to perform the Work in the jurisdiction where the Project is located. Subcontractor represents that Subcontractor's License Number is 1525/940, Registration Number _____, and Sales or Tax Registration Number is 0/58/489, and that all such licenses and ____ and that all such licenses and registrations shall be maintained in full force and effect throughout the term of Subcontractor's obligations under the Subcontract, including any warranty obligations.

SUBCONTRAC

Banner Gla

Rich Drgos By:

Title: Regional Manager

Date:

ACCEPTED AND AGREED:

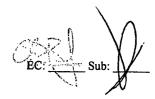
ERICKSON CONSTRUCTION

By: George Brown

Title: Vice President

Date:

02-19-09



OFFICE COPY

RePrint #1

PH:(410) 760-8866 FAX:(410) 553-6422

CONSTRUCTION SITE

LINTHICUM, MD 21090

ERICKSON CONSTRUCTION, LLC.

WO #: 5855

Fed Tax ID: 52-0671859

P/O #: RB1.5 Taken By: RICH Cust State Tax ID: Cust Fed Tax ID:

Invoice: 145352

etaller: 115

Ship Via:

Date: 2/27/2009

िसंधिRep: F

Adv.Code: CA

Time: 05:09 PM

Bill To: 5703

P.O. BOX 310

Sold To: 5703

ASHBY PONDS

C/O RB1.5 21065 CARDINAL POND TERRACE

ASHBURN, VA 20147

(443) 883-4610 FAX: (443) 883-4917 SECONDARY: (301) 572-

Qty	Part Number	Description	List	Disc%	Sell	Total
1	MISCF	ST/FRT DOORS /HARDWARE / GLASS & MATERIAL	\$10785.71	0	\$10785.71	\$10785.71
1	LFG	LABOR-FLAT GLASS/ FAB. & INSTALL	\$7500.00	0	\$7500.00	\$7500.00

DOT NUMBER: 99

JOB SITE: ASHBY PONDS LIVING BUILDING 1.5, 557RB15-48400-084100

ORIGINAL CONTRACT \$20,025.00, BILLING 94% OF CONTRACT \$18,825.00.00, BAL. DUE OF CONTRACT IS

\$1,200.00

: Cke

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iak. '(MSta

Still

188 BALL. Sub Total:

\$18285.71

Tax:

\$539.29

NET30 On Account: Customer's Signature:

\$18825.00

OFFICE COPY

RePrint # 1

PH:(410) 760-8866 FAX:(410) 553-6422

WO #: 6185

Fed Tax ID: 52-0671859

P/O #: RB1.5 Taken By: RICH Installer: 115

SalesRep: F

Cust State Tax ID: Cust Fed Tax ID:

Ship Via:

Invoice: 145887

CONSTRUCTION SITE

LINTHICUM, MD 21090

ERICKSON CONSTRUCTION, LLC.

Adv.Code: CA

Date: 4/30/2009 Time: 04:49 PM

Bill To: 5703

P.O. BOX 310

Sold To: 5703

ASHBY PONDS C/O RB1.5

21065 CARDINAL POND TERRACE

ASHBURN, VA 20147

(443) 883-4610 FAX: (443) 883-4917 SECONDARY: (301) 572-

Part Number Description List Disc% Sell Total LFG LABOR-FLAT GLASS/ FAB. & INSTALL \$1200.00 0 \$1200.00 \$1200.00

PH:(

Water +

120 1: 8

14 %

DOT NUMBER: 99

JOB SITE: ASHBY PONDS LIVING BUILDING 1.5. 557RB15-48400-084100 ORIGINAL CONTRACT \$20,025.00, BILLING FOR BALANCE CONTRACT \$1,200.00

Sub Total:

\$1200.00

Tax:

\$0.00

Qustomer's Signature:

NET30 On Account:

\$1200.00

Subcontractor: Banner Glass, Inc. Cost Code: 557RB14 48400-084100

DEC 1 2 2008

For Contracts up to \$80,000

ERICKSON CONSTRUCTION, LLC 703 Maiden Choice Lane Baltimore, Maryland 21228 (410) 242-2880 Fax: (410) 737-8862

ERICKSON CONSTRUCTION ASH BY PONDS

Date:

November 12, 2008

SUBCONTRACT AGREEMENT

Billing Address:

Ashby Ponds Independent Living Building 1.4 21125 Cardinal Pond Terrace,

Ashbum, Va, 20147 Attn: Michael Sights Phone: (703) 723-4366 Fax: (703) 723-0477

Exhibit(s): A, B, C, D1, D,E1&F1, E, F Are attached and made a part hereof

Firm Name (the "Subcontractor):

Banner Glass, Inc.

Subcontractor Address:

906 Crain Highway, N.W., Glen Burnie, MD, 21061

Subcontractor City, State, ZIP:

(410) 760-8866

Subcontractor Phone:

(410) 553-6422

Subcontractor Fax:

- SUBCONTRACT DOCUMENTS: This Subcontract consists of this Subcontract Agreement and the Contract between Ashburn Campus, LLC (the "Owner") and Erickson Construction, LLC ("Contractor") dated November 12, 2008 and the other documents enumerated therein, including General Conditions and any other conditions, drawings, specifications, and addenda thereof which are applicable to Subcontractor's Work hereunder (the "Prime Contract"). The terms of this Subcontract Agreement shall control over any conflicting terms contained in the Prime Contract. To the extent not listed directly above, the Subcontract Documents, except for Modifications issued after execution of this Subcontract, are enumerated as follows: (on Exhibit A attached hereto)
- II. WORK: Subcontractor shall furnish the required supervision, labor, materials, tools, supplies, hoisting, vertical transportation, scaffolding and equipment necessary for Aluminum Entrance & Storefront (Sub) in connection with the construction of the Ashby Ponds Independent Living Building 1.4 (the "Project") located at 21125 Cardinal Pond Terrace, Ashburn, Va. 20147 (the "Site") in accordance with Exhibit B attached hereto (the "Work"). Any specific information in the specifications in Exhibit B such as quantity estimates is not warranted to be exact, but is for general information purposes.
- III. DATE OF COMMENCEMENT. The date of commencement shall be the date of this Subcontract, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Contractor:

Date of Commencement: 05/01/2008

- IV. SUBSTANTIAL COMPLETION: The Project shall be substantially completed not later than 05/01/2009, ("Substantial Completion") subject to adjustments as provided in the Subcontract Documents (see Exhibit B attached hereto for details). Subcontractor must complete its Work on the Project in the necessary time sequence to assure that the Project, including the Work and the work of Contractor and all other subcontractor's on the Project, is substantially completed by the date listed above in this Section.
- V. SUBCONTRACT SUM: Lump Sum Price of FORTY-THREE THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS Dollars (\$43,400.00). The Subcontract Sum includes \$0.00 Sales Tax. Any allowances included in the Subcontract Sum are shown on the attached Exhibit B. The final Subcontract Sum shall be adjusted by written Change Order to reflect the actual cost to complete an Allowance item. Terms of Payment are outlined in the Terms and Conditions attached hereto.

VI. ADDITIONAL TERMS:

a. Subcontractor shall carry insurance in the coverages and terms, as required in the Terms and Conditions attached hereto. The Contractor shall promptly furnish a capy of the proof of snaugaree as requested.

25376_1; 1.4 Storefront Contract_Revise

Page 1 of 1

ERICKSON CONSTRUCTION ASH BY PONDS

Subcontractor: Banner Glass, Inc. Cost Code: 557RB14 48400-084100

- b. With respect to the Work, Subcontractor shall have all rights which Contractor has under the Prime Contract and Subcontractor shall, as to the Work, assume all obligations, risks and responsibilities which Contractor has assumed towards Owner in the Prime Contract.
- c. Subcontractor shall be bound by, and, at its own cost, comply with all Federal, state and local laws, codes, ordinances and regulations applicable to this Subcontract and the performance of the Work including the Occupational Safety and Health Act of 1970 Subcontractor shall be duly licensed to operate under the law of the applicable jurisdictions. Subcontractor shall be liable to Contractor, Erickson Retirement Communities, LLC ("Developer"), Ashby Ponds, Inc. ("Operator"), and Owner for all loss, cost and expense attributable to any acts of commission or omission by Subcontractor, its employees, members, sub-subcontractors and agents resulting from failure to comply therewith including, but not limited to, any fines, penalties or corrective measures.
- d. In connection with the performance of work under this Subcontract, Subcontractor agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, handicap, color, or national origin.
- e. This Subcontract contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representatives, warranties, or other matters, oral or written, shall be deemed to bind the parties hereto.
- f. The safety and security of residents of this community is our primary concern. Subcontractors, it agents, suppliers and lower tier subcontractors are to comply and adhere to all traffic and parking directives, noise restrictions and any other regulations established to ensure the serenity of our residents, their guests and employees of Ashby Ponds Independent Living Building 1.4.

VII. <u>LICENSE</u>. The Subcontractor represents to Contractor that Subcontractor is duly licensed to perform the Work in the jurisdiction where the Project is located. Subcontractor represents that Subcontractor's License Number is <u>5.5.5/940</u>, Registration Number <u>*</u>, and Sales or Tax Registration Number is <u>0.58/489</u>, and that all such licenses and registrations shall be maintained in full force and effect throughout the term of Subcontractor's obligations under the Subcontract, including any warranty obligations.

SUBCONTRACTOR:

Banner Glass, Inc.

By: Rich Drgos

Title: Bro-cW

Date: /2/5/2

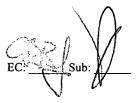
ACCEPTED AND AGREED:

ERICKSON CONSTRUCTION

By: George Brown

Title: Vice President

Date: 01/02/09



OFFICE COPY

RePrint # 1

PH:(410) 760-8866 FAX:(410) 553-6422

WO #: 5983

Fed Tax ID: 52-0671859

P/O #: RB1.4 Taken By: RICH Cust State Tax ID: Cust Fed Tax ID:

Invoice: 145587

Installer: 22

Ship Via:

Date: 3/31/2009

SalesRep: F

F (* - Feb.

1.1.7° 12.31

Adv.Code: CA

Time: 05:05 PM

Bill To: 5703

Sold To: 5703

ERICKSON CONSTRUCTION, LLC. CONSTRUCTION SITE

P.O. BOX 310 LINTHICUM, MD 21090 **ASHBY PONDS**

C/O RB1.4

21125 CARDINAL POND TERRACE

ASHBURN, VA 20147

(443) 883-4610 FAX: (443) 883-4917 SECONDARY: (301) 572-

Qty	Part Number	Description	List	Disc%	Sell	Total
1	MISCF	ST/FRT DOORS /HARDWARE / GLASS & MATERIAL	\$11571.43	0	\$11571.43	\$11571.43
1	LFG	LABOR-FLAT GLASS/ FAB. & INSTALL	\$11250.00	0	\$11250.00	\$11250.00

DOT NUMBER: 99

JOB SITE: ASHBY PONDS LIVING BUILDING 1.4, & LINK 557RB14-48400-084100

ORIGINAL CONTRACT \$43,400.00, BILLING 54% OF CONTRACT \$23,400.00, BAL. DUE OF CONTRACT IS

\$20,000.00 + PENDING CHANGE ORDER.

Sub Total:

\$22821.43

Tax:

\$578.57

NET30 On Account: \$23400.00 Customer's Signature:

OFFICE COPY

RePrint # 1

PH:(410) 760-8866 FAX:(410) 553-6422

WO #: 6184

Fed Tax ID: 52-0671859

P/O.#: RB1.4 Taken By: RICH Cust State Tax ID: Cust Fed Tax ID:

Invoice: 145888

installer: 22

Ship Via:

Date: 4/30/2009

SalesRep: F

Qui

Adv.Code: CA

Time: 04:50 PM

Bill To: 5703

Sold To: 5703

ERICKSON CONSTRUCTION, LLC. CONSTRUCTION SITE

ASHBY PONDS C/O RB1.4

P.O. BOX 310 LINTHICUM, MD 21090 21125 CARDINAL POND TERRACE

ASHBURN, VA 20147

(443) 883-4610 FAX: (443) 883-4917 SECONDARY: (301) 572-

Qty	Part Number	Description	List	Disc%	Sell	Total
1	MISCF	ST/FRT DOORS /HARDWARE / GLASS & MATERIAL	\$8571.43	0	\$8571.43	\$8571.43
1	LFG	LABOR-FLAT GLASS/ FAB. & INSTALL	\$11000.00	0	\$11000.00	\$11000.00

SHELLENES. **DOT NUMBER: 99**

JOB SITE: ASHBY PONDS LIVING BUILDING 1.4, & LINK

557RB14-48400-084100

POH Taker

ORIGINAL CONTRACT \$43,400.00, BILLING 46% OF CONTRACT \$20,000.00, BAL. DUE OF CONTRACT IS A

PENDING CHANGE ORDER FOR \$2,100.00

Seles Cum

insta

March 1989 EYO 4 Take Insta J: 16.

1.12

Sub Total:

\$19571.43

Tax:

\$428.57

NET30 On Account: **Qustomer's Signature:** \$20000.00

P/(1 $\frac{1}{2} \log p$ ř.,

OFFICE COPY

RePrint #1

劉德(410) 760-8866 FAX:(410) 553-6422

WO #: 6342

Fed Tax ID: 52-0671859

원/0#: RB1.4 Taken By: RICH Cust State Tax ID: Cust Fed Tax ID:

Invoice: 146113

Installer: 22

0.086

Ship Via:

Date: 5/28/2009

SalesRep: F

Time: 10:57 AM

Adv.Code: CA

Bill To: 5703

Sold To: 5703

ERICKSON CONSTRUCTION, LLC.

CONSTRUCTION SITE

P.O. BOX 310 LINTHICUM, MD 21090 **ASHBY PONDS** C/O RB1.4

21125 CARDINAL POND TERRACE

ASHBURN, VA 20147

(443) 883-4610 FAX: (443) 883-4917 SECONDARY: (301) 572-

Qty Part Number	Description	List	Disc%	Sell	Total
1 LFG	LABOR-FLAT GLASS/ FAB. & INSTALL	\$2100.00	0	\$2100.00	\$2100.00

क्रावर्धः menerisa

D/O :

Take. Instal **DOT NUMBER: 99**

JOB SITE: ASHBY PONDS LIVING BUILDING 1.4, & LINK 557RB14-48400-084100

ORIGINAL CONTRACT \$43,400.00, + C/O# 1 FOR \$2,100.00, = TOTAL CONTRACT TO DATE = \$45,500.00 BILLING

FOR BALANCE OF CONTRACT & C/O# 1, BAL. DUE OF CONTRACT IS \$2,100.00

Sair

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material sur P/C Take. An Open

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(Sale

7 2

Sub Total:

\$2100.00

Tax:

\$0.00

Customer's Signature:

NET30 On Account:

\$2100.00