

UNITED STATES BANKRUPTCY COURT Northern District of Texas (Dallas Division)

PROOF OF CLAIM

Name of Debtor: ERICKSON CONSTRUCTION, LLC

Case Number: 09-37016

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property): PILLAR CONSTRUCTION, INC.

Name and address where notices should be sent: PILLAR CONSTRUCTION, INC. 5649-S GENERAL WASHINGTON DRIVE ALEXANDRIA, VA 22312 Telephone number: (703) 941-5891

FILED

NOV 06 2009

TAWANA G. MARSHALL, CLERK U.S. BANKRUPTCY COURT NORTHERN DISTRICT OF TEXAS

Name and address where payment should be sent (if different from above): SAME AS ABOVE

Telephone number:

Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: (If known)

Filed on:

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: \$ 52,077.32

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.

If all or part of your claim is entitled to priority, complete item 5.

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.

2. Basis for Claim: COMPLETED CONSTRUCTION CONTRACTS (2) (See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: N/A (1) JOB # 512 RB22 / CONTRACT 90739-00501 3a. Debtor may have scheduled account as: (2) JOB # 512 RB24 / CONTRACT 95345-00501 (See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: Real Estate Motor Vehicle Other Describe:

Value of Property: \$ Annual Interest Rate %

Amount of arrearage and other charges as of time case filed included in secured claim if any: \$ Basis for perfection:

Amount of Secured Claim: \$ Amount Unsecured: \$

RECEIVED

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BMC GROUP

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim.

Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

Wages, salaries, or commissions (up to \$10,950\*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).

Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).

Up to \$2,425\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).

Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).

Other - Specify applicable paragraph of 11 U.S.C. §507 (a)( ).

Amount entitled to priority:

\$

\*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

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 a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

FOR COURT USE ONLY

Date: 10/30/09

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

ALAN R. CYBULSKI, CONTROLLER

Erickson Ret. Comm. LLC



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**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**

**INFORMATION**

**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 tax-identification, 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.

**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](http://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.

Aged Receivable Report

Aging Date: 10/31/2009

Age Based On Invoice Date

Sort by Customer No, Job No

| Invoice No                           | Invoice Description   | Inv Date  | 0 - 30 days | 31 - 60 days | 61 - 90 days | 90 + days | Retainage | Age | Due Date |
|--------------------------------------|-----------------------|-----------|-------------|--------------|--------------|-----------|-----------|-----|----------|
| ERICKSON Erickson Construction, LLC. |                       |           |             |              |              |           |           |     |          |
| V08-046 - Maris Grove RB 2.2         |                       |           |             |              |              |           |           |     |          |
| 4164                                 | Application 6         | 03/20/09  |             |              |              | 17,845.95 |           | 225 | 04/25/09 |
|                                      | <b>Customer Total</b> | 17,845.95 | 0.00        | 0.00         | 0.00         | 17,845.95 | 0.00      |     |          |
|                                      | <b>Grand Total</b>    | 17,845.95 | .00         | .00          | .00          | 17,845.95 | .00       |     |          |

Contract Receivables Report

AS OF: 10/31/2009

V08-046 Maris Grove RB 2.2

ERICKSON Erickson Construction, LLC.

Contract Amount: 356,918.98

| Invoice No | Estimate No | Description   | Invoice Date | Paid       | Amount Invoiced | Amount Received | Balance Due | Retainage | Net Receivable |
|------------|-------------|---------------|--------------|------------|-----------------|-----------------|-------------|-----------|----------------|
| 3717 1     |             | Application 1 | 10/20/2008   | 12/1/2008  | 71,559.00       | 71,559.00       | 0.00        | 0.00      | 0.00           |
| 3808 2     |             | Application 2 | 11/20/2008   | 12/29/2008 | 36,495.00       | 36,495.00       | 0.00        | 0.00      | 0.00           |
| 3897 3     |             | Application 3 | 12/20/2008   | 2/24/2009  | 97,957.00       | 97,957.00       | 0.00        | 0.00      | 0.00           |
| 3971 4     |             | Application 4 | 1/20/2009    | 2/24/2009  | 86,129.00       | 86,129.00       | 0.00        | 0.00      | 0.00           |
| 4046 5     |             | Application 5 | 2/20/2009    | 5/4/2009   | 29,087.08       | 29,087.08       | 0.00        | 0.00      | 0.00           |
| 4164 6     |             | Application 6 | 3/20/2009    | 7/14/2009  | 35,691.90       | 17,845.95       | 17,845.95   |           | 17,845.95      |
|            |             |               |              |            | -----           | 339,073.03      | 17,845.95   | 0.00      | 17,845.95      |
|            |             |               |              |            | -----           | 356,918.98      | 17,845.95   | 0.00      | 17,845.95      |

**TO (OWNER):** Erickson Construction, LLC  
701 Maiden Choice Road  
Baltimore, MD 21228

**PROJECT:** Maris Grove RB 2.2  
Glen Mills, PA  
Pillar Project No.: V08-046

**FROM (CONTRACTOR):** Pillar Construction, Inc.  
5649-S General Washington Dr  
Alexandria, VA 22312-2403

**VIA (ARCHITECT):**

**ARCHITECT'S PROJECT NO:** 512-RB2.2-48400-07-24

**APPLICATION NO:** 6  
**PERIOD TO:** 3/31/2009

**DISTRIBUTION TO:**  
- OWNER  
- ARCHITECT  
- CONTRACTOR

**CONTRACT FOR:** EIFS

**CONTRACT DATE:** 6/2/2008

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

|   |    |            |
|---|----|------------|
| 1. ORIGINAL CONTRACT SUM .....              | \$ | 324,600.00 |
| 2. Net Change by Change Orders .....        | \$ | 32,318.98  |
| 3. CONTRACT SUM TO DATE (Line 1 + 2) .....  | \$ | 356,918.98 |
| 4. TOTAL COMPLETED AND STORED TO DATE ..... | \$ | 356,918.98 |

**5. RETAINAGE:**

|                              |    |      |
|------------------------------|----|------|
| a. 0.00 % of Completed Work  | \$ | 0.00 |
| b. 0.00 % of Stored Material | \$ | 0.00 |

Total retainage (Line 5a + 5b) ..... \$ 0.00

**6. TOTAL EARNED LESS RETAINAGE** ..... \$ 356,918.98  
(Line 4 less Line 5 Total)

**7. LESS PREVIOUS CERTIFICATES FOR PAYMENT** ..... \$ 321,227.08  
(Line 6 from prior Certificate)

**8. CURRENT PAYMENT DUE** ..... \$ 35,691.90

**9. BALANCE TO FINISH, INCLUDING RETAINAGE** ..... \$ 0.00  
(Line 3 less Line 6)

| CHANGE ORDER SUMMARY                               | ADDITIONS        | DEDUCTIONS  |
|--|------------------|-------------|
| Total changes approved in previous months by Owner | 32,318.98        | 0.00        |
| Total approved this Month                          | 0.00             | 0.00        |
| <b>TOTALS</b>                                      | <b>32,318.98</b> | <b>0.00</b> |
| <b>NET CHANGES by Change Order</b>                 | <b>32,318.98</b> |             |

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:** Pillar Construction, Inc.  
5649-S General Washington Dr Alexandria, VA 22312-2403

By: Raja Khoury / President Date: \_\_\_\_\_  
State of: VA  
County of: Fairfax  
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, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

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

**ARCHITECT:** \_\_\_\_\_ 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.

**AIA Type Document  
Application and Certification for Payment**

**TO (OWNER):** Erickson Construction, LLC  
701 Maiden Choice Road  
Baltimore, MD 21228

**PROJECT:** Maris Grove RB 2.2  
Glen Mills, PA  
Pillar Project No.: V08-046

**APPLICATION NO:** 6  
**PERIOD TO:** 3/31/2009

**DISTRIBUTION TO:**  
- OWNER  
- ARCHITECT  
- CONTRACTOR

**FROM (CONTRACTOR):** Pillar Construction, Inc  
5649-S General Washington Dr  
Alexandria, VA 22312-2403

**VIA (ARCHITECT):**

**ARCHITECT'S PROJECT NO:** 512-RB2-48400-07-24

**CONTRACT FOR: EIFS**

**CONTRACT DATE:** 6/2/2008

| ITEM                 | DESCRIPTION             | SCHEDULE VALUE | PREVIOUS APPLICATIONS | COMPLETED THIS PERIOD | STORED MATERIAL | COMPLETED STORED | %      | BALANCE | RETAINAGE |
|----------------------|-------------------------|----------------|-----------------------|-----------------------|-----------------|------------------|--------|---------|-----------|
| 1                    | Mobilization            | 19,500.00      | 19,500.00             | 0.00                  | 0.00            | 19,500.00        | 100.00 | 0.00    | 0.00      |
| 2                    | Windows Treatment       | 16,230.00      | 16,230.00             | 0.00                  | 0.00            | 16,230.00        | 100.00 | 0.00    | 0.00      |
| 3                    | Air Moisture Barrier    | 16,230.00      | 16,230.00             | 0.00                  | 0.00            | 16,230.00        | 100.00 | 0.00    | 0.00      |
| 4                    | South Elevation         | 55,100.00      | 55,100.00             | 0.00                  | 0.00            | 55,100.00        | 100.00 | 0.00    | 0.00      |
| 5                    | West Elevation          | 81,100.00      | 81,100.00             | 0.00                  | 0.00            | 81,100.00        | 100.00 | 0.00    | 0.00      |
| 6                    | East Elevation          | 81,100.00      | 81,100.00             | 0.00                  | 0.00            | 81,100.00        | 100.00 | 0.00    | 0.00      |
| 7                    | North Elevation         | 55,340.00      | 55,340.00             | 0.00                  | 0.00            | 55,340.00        | 100.00 | 0.00    | 0.00      |
| 8                    | CO 1 -Winter Protection | 32,318.98      | 32,318.98             | 0.00                  | 0.00            | 32,318.98        | 100.00 | 0.00    | 0.00      |
| <b>REPORT TOTALS</b> |                         | \$356,918.98   | \$356,918.98          | \$0.00                | \$0.00          | \$356,918.98     | 100.00 | \$0.00  | \$0.00    |

## Aged Receivable Report

Aging Date: 10/31/2009

Age Based On Invoice Date

Sort by Customer No, Job No

| Invoice No | Invoice Description        | Inv Date  | 0 - 30 days | 31 - 60 days | 61 - 90 days | 90 + days | Retainage | Age | Due Date |
|------------|----------------------------|-----------|-------------|--------------|--------------|-----------|-----------|-----|----------|
| ERICK-PA   | Erickson Construction, LLC |           |             |              |              |           |           |     |          |
| V08-077 -  | Maris Grove RB 2.4         |           |             |              |              |           |           |     |          |
|            | 4317 Application 5         | 05/20/09  |             |              |              | 34,231.37 |           | 164 | 06/25/09 |
|            | <b>Customer Total</b>      | 34,231.37 | 0.00        | 0.00         | 0.00         | 34,231.37 | 0.00      |     |          |
|            | <b>Grand Total</b>         | 34,231.37 | .00         | .00          | .00          | 34,231.37 | .00       |     |          |

Contract Receivables Report

AS OF: 10/31/2009

V08-077 Maris Grove RB 2.4

ERICK-PA Erickson Construction, LLC

Contract Amount: 342,313.79

| Invoice No          | Estimate No | Description   | Invoice Date | Paid      | Amount Invoiced   | Amount Received   | Balance Due      | Retainage   | Net Receivable   |
|---------------------|-------------|---------------|--------------|-----------|-------------------|-------------------|------------------|-------------|------------------|
| 3899 1              |             | Application 1 | 12/20/2008   | 1/23/2009 | 54,270.00         | 54,270.00         | 0.00             | 0.00        | 0.00             |
| 4044 2              |             | Application 2 | 2/20/2009    | 5/27/2009 | 117,540.00        | 117,540.00        | 0.00             | 0.00        | 0.00             |
| 4138 3              |             | Application 3 | 3/20/2009    | 6/10/2009 | 92,700.00         | 92,700.00         | 0.00             | 0.00        | 0.00             |
| 4291 4              |             | Application 4 | 5/20/2009    | 10/1/2009 | 43,572.41         | 43,572.41         | 0.00             | 0.00        | 0.00             |
| 4317 5              |             | Application 5 | 5/20/2009    | 10/1/2009 | 34,231.38         | 0.01              | 34,231.37        | 0.00        | 34,231.37        |
|                     |             |               |              |           | -----             | -----             | -----            | -----       | -----            |
|                     |             |               |              |           | 342,313.79        | 308,082.42        | 34,231.37        | 0.00        | 34,231.37        |
| <b>Grand Total:</b> |             |               |              |           | <b>699,232.77</b> | <b>647,155.45</b> | <b>52,077.32</b> | <b>0.00</b> | <b>52,077.32</b> |



TO (OWNER): Erickson Construction, LLC  
703 Maiden Choice Road  
Baltimore, MD 21228

PROJECT: Matis Grove RB 2.4  
Glen Mills, PA  
Pillar Project No.: V08-077

APPLICATION NO: 5  
PERIOD TO: 5/31/2009

DISTRIBUTION  
TO:  
OWNER  
ARCHITECT  
CONTRACTOR

FROM (CONTRACTOR): Pillar Construction, Inc  
5649-S General Washington Dr  
Alexandria, VA 22312-2403

ARCHITECT'S  
PROJECT NO: 512RB24

VIA (ARCHITECT):

CONTRACT DATE: 8/22/2008

CONTRACT FOR: EIFS

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

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: Pillar Construction, Inc  
5649-S General Washington Dr Alexandria, VA 22312-2403

- 1. ORIGINAL CONTRACT SUM ..... \$ 305,300.00
- 2. Net Change by Change Orders ..... \$ 37,013.79
- 3. CONTRACT SUM TO DATE (Line 1 + 2) ..... \$ 342,313.79
- 4. TOTAL COMPLETED AND STORED TO DATE ..... \$ 342,313.79

- 5. RETAINAGE:
  - a. 0.00% of Completed Work \$ 0.00
  - b. 0.00% of Stored Material \$ 0.00

Total retainage (Line 5a + 5b) ..... \$ 0.00

6. TOTAL EARNED LESS RETAINAGE ..... \$ 342,313.79  
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 308,082.41  
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE ..... \$ 34,231.38

9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$ 0.00  
(Line 3 less Line 6)

| CHANGE ORDER SUMMARY                               | ADDITIONS | DEDUCTIONS |
|--|-----------|------------|
| Total changes approved in previous months by Owner | 0.00      | 0.00       |
| Total approved this Month                          | 37,013.79 | 0.00       |
| TOTALS   | 37,013.79 | 0.00       |
| NET CHANGES by Change Order                        | 37,013.79 |            |

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

Raja Khoury / President  
State of: VA  
County of: Fairfax

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

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: \_\_\_\_\_ 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.

**AIA Type Document  
Application and Certification for Payment**

**TO (OWNER):** Erickson Construction, LLC  
703 Maiden Choice Road  
Baltimore, MD 21228

**PROJECT:** Maris Grove RB 2.4  
Glen Mills, PA  
Pillar Project No.: V08-077

**APPLICATION NO:** 5  
**PERIOD TO:** 5/31/2009

**DISTRIBUTION TO:**  
- OWNER  
- ARCHITECT  
- CONTRACTOR

**FROM (CONTRACTOR):** Pillar Construction, Inc  
5649-S General Washington Dr  
Alexandria, VA 22312-2403

**VIA (ARCHITECT):**

**ARCHITECT'S PROJECT NO:** 512RB24

**CONTRACT DATE:** 8/22/2008

**CONTRACT FOR:** EIFS

| ITEM                 | DESCRIPTION            | SCHEDULE VALUE      | PREVIOUS APPLICATIONS | COMPLETED THIS PERIOD | STORED MATERIAL | COMPLETED STORED    | %             | BALANCE       | RETAINAGE     |
|----------------------|------------------------|---------------------|-----------------------|-----------------------|-----------------|---------------------|---------------|---------------|---------------|
| 1                    | Mobilization           | 15,000.00           | 15,000.00             | 0.00                  | 0.00            | 15,000.00           | 100.00        | 0.00          | 0.00          |
| 2                    | Window Treatment       | 15,000.00           | 15,000.00             | 0.00                  | 0.00            | 15,000.00           | 100.00        | 0.00          | 0.00          |
| 3                    | Air & Moisture Barrier | 30,300.00           | 30,300.00             | 0.00                  | 0.00            | 30,300.00           | 100.00        | 0.00          | 0.00          |
| 4                    | South Elevation        | 84,000.00           | 84,000.00             | 0.00                  | 0.00            | 84,000.00           | 100.00        | 0.00          | 0.00          |
| 5                    | East Elevation         | 83,000.00           | 83,000.00             | 0.00                  | 0.00            | 83,000.00           | 100.00        | 0.00          | 0.00          |
| 6                    | West Elevation         | 40,000.00           | 40,000.00             | 0.00                  | 0.00            | 40,000.00           | 100.00        | 0.00          | 0.00          |
| 7                    | North Elevation        | 38,000.00           | 38,000.00             | 0.00                  | 0.00            | 38,000.00           | 100.00        | 0.00          | 0.00          |
| 8                    | CO 19-01               | 37,013.79           | 37,013.79             | 0.00                  | 0.00            | 37,013.79           | 100.00        | 0.00          | 0.00          |
| <b>REPORT TOTALS</b> |                        | <b>\$342,313.79</b> | <b>\$342,313.79</b>   | <b>\$0.00</b>         | <b>\$0.00</b>   | <b>\$342,313.79</b> | <b>100.00</b> | <b>\$0.00</b> | <b>\$0.00</b> |