

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):

Wilcox Caulking Corporation

Name and address where notices should be sent:

Wilcox Caulking Corporation

P.O. Box 208

Lorton, VA 22199

Telephone number: 703-550-9162

☐ Check this box to indicate that this claim amends a previously filed claim.
Court Claim Number: _____
(If known)

Filed on: _____

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

Same

Telephone number:

☐ 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: \$ 7,930.00

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: services performed
(See instruction #2 on reverse side.)3. Last four digits of any number by which creditor identifies debtor: 05573a. Debtor may have scheduled account as: _____
(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: \$ _____

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:

Date:
11-05-09

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.

James Wilcox, President

FILED

NOV 09 2009

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

RECEIVED

NOV 17 2009

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 ev respect to cas the date of ad

Erickson Ret. Comm. LLC



00053

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 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.

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.

UNITED STATES BANKRUPTCY COURT Northern District of Texas

**Notice of
Chapter 11 Bankruptcy Case, Meeting of Creditors, & Deadlines**

A chapter 11 bankruptcy case concerning the debtor(s) listed below was filed on 10/19/09.

You may be a creditor of the debtor. **This notice lists important deadlines.** You may want to consult an attorney to protect your rights. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below.

NOTE: The staff of the bankruptcy clerk's office cannot give legal advice.

See Reverse Side For Important Explanations

Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

Erickson Retirement Communities, LLC
701 Maiden Choice Lane
Baltimore, MD 21228

Case Number:
09-37010-sgj11

Social Security / Individual Taxpayer ID / Employer Tax ID / Other
nos:
52-2003375

Attorney for Debtor(s) (name and address):

Vincent P. Slusher
DLA Piper LLP US
1717 Main Street
Suite 4600
Dallas, TX 75201
Telephone number: (214) 743-4572

Meeting of Creditors

Date: **November 30, 2009**

Time: **02:00 PM**

Location: **Office of the U.S. Trustee, 1100 Commerce St., Room 752, Dallas, TX 75242**

Deadline to File a Proof of Claim

Proof of claim must be *received* by the bankruptcy clerk's office by the following deadline:

For all creditors (except a governmental unit): **2/28/10**

For a governmental unit:

Creditor with a Foreign Address:

A creditor to whom this notice is sent at a foreign address should read the information under "Claims" on the reverse side.

Deadline to File a Complaint to Determine Dischargeability of Certain Debts:**Creditors May Not Take Certain Actions:**

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

Address of the Bankruptcy Clerk's Office:

1100 Commerce Street
Room 1254
Dallas, TX 75242
Telephone number: 214-753-2000

For the Court:

Clerk of the Bankruptcy Court:
Tawana C. Marshall

Hours Open: Monday – Friday 8:30 AM – 4:30 PM

Date: 10/23/09

EXPLANATIONS

B9F (Official Form 9F) (12/08)

Filing of Chapter 11 Bankruptcy Case	A bankruptcy case under Chapter 11 of the Bankruptcy Code (title 11, United States Code) has been filed in this court by or against the debtor(s) listed on the front side, and an order for relief has been entered. Chapter 11 allows a debtor to reorganize or liquidate pursuant to a plan. A plan is not effective unless confirmed by the court. You may be sent a copy of the plan and a disclosure statement telling you about the plan, and you might have the opportunity to vote on the plan. You will be sent notice of the date of the confirmation hearing, and you may object to confirmation of the plan and attend the confirmation hearing. Unless a trustee is serving, the debtor will remain in possession of the debtor's property and may continue to operate any business.
Legal Advice	The staff of the bankruptcy clerk's office cannot give legal advice. Consult a lawyer to determine your rights in this case.
Creditors Generally May Not Take Certain Actions	Prohibited collection actions are listed in Bankruptcy Code § 362. Common examples of prohibited actions include contacting the debtor by telephone, mail or otherwise to demand repayment; taking actions to collect money or obtain property from the debtor; repossessing the debtor's property; and starting or continuing lawsuits or foreclosures. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay.
Meeting of Creditors	A meeting of creditors is scheduled for the date, time and location listed on the front side. <i>The debtor's representative must be present at the meeting to be questioned under oath by the trustee and by creditors.</i> Creditors are welcome to attend, but are not required to do so. The meeting may be continued and concluded at a later date without further notice. The court, after notice and a hearing, may order that the United States trustee not convene the meeting if the debtor has filed a plan for which the debtor solicited acceptances before filing the case.
Claims	A Proof of Claim is a signed statement describing a creditor's claim. If a Proof of Claim form is not included with this notice, you can obtain one at any bankruptcy clerk's office. You may look at the schedules that have been or will be filed at the bankruptcy clerk's office. If your claim is scheduled and is <i>not</i> listed as disputed, contingent, or unliquidated, it will be allowed in the amount scheduled unless you filed a Proof of Claim or you are sent further notice about the claim. Whether or not your claim is scheduled, you are permitted to file a Proof of Claim. If your claim is not listed at all or if your claim is listed as disputed, contingent, or unliquidated, then you must file a Proof of Claim or you might not be paid any money on your claim and may be unable to vote on the plan. A secured creditor retains rights in its collateral regardless of whether that creditor files a Proof of Claim. Filing a Proof of Claim submits the creditor to the jurisdiction of the bankruptcy court, with consequences a lawyer can explain. For example, a secured creditor who files a Proof of Claim may surrender important nonmonetary rights, including the right to a jury trial. Filing Deadline for a Creditor with a Foreign Address: The deadlines for filing claims set forth on the front of this notice apply to all creditors. If this notice has been mailed to a creditor at a foreign address, the creditor may file a motion requesting the court to extend the deadline.
Discharge of Debts	Confirmation of a chapter 11 plan may result in a discharge of debts, which may include all or part of your debt. See Bankruptcy Code § 1141(d). A discharge means that you may never try to collect the debt from the debtor, except as provided in the plan. If you believe that a debt owed to you is not dischargeable under Bankruptcy Code § 1141(d)(6)(A), you must start a lawsuit by filing a complaint in the bankruptcy clerk's office by the "Deadline to File a Complaint to Determine Dischargeability of Certain Debts" listed on the front side. The bankruptcy clerk's office must receive the complaint and any required filing fee by that Deadline.
Bankruptcy Clerk's Office	Any paper that you file in this bankruptcy case should be filed at the bankruptcy clerk's office at the address listed on the front side. You may inspect all papers filed, including the list of the debtor's property and debts and the list of the property claimed as exempt, at the bankruptcy clerk's office.
Creditor with a Foreign Address	Consult a lawyer familiar with United States bankruptcy law if you have any questions regarding your rights in this case.
Refer to Other Side for Important Deadlines and Notices	

Mail original proof of claim form and copies of supporting documentation to:

If by regular mail:

BMC Group Inc
Attn: Erickson Retirement Communities, LLC
Claims Processing
PO Box 3020
Chanhassen, MN 55317-3020

If by messenger or overnight delivery:

BMC Group Inc
Attn: Erickson Retirement Communities, LLC
Claims Processing
18750 Lake Drive East
Chanhassen, MN 55317

Debtors

Erickson Retirement Communities, LLC
Ashburn Campus, LLC
Columbus Campus, LLC
Concord Campus GP, LLC
Concord Campus, LP
Dallas Campus GP, LLC
Dallas Campus, LP
Erickson Construction, LLC
Erickson Group, LLC
Houston Campus, LP
Kansas Campus, LLC
Littleton Campus, LLC
Novi Campus, LLC
Senior Campus Services, LLC
Warminster Campus GP, LLC
Warminster Campus, LP

Case Number

09-37010
09-37018
09-37019
09-27021
09-37020
09-37013
09-37012
09-37016
09-37015
09-37022
09-37024
09-37023
09-37025
09-37017
09-37027
09-37026

Once filed, a "**Filed**" stamped copy of the proof of claim will be returned to the claimant within three (3) business days of docketing **If** the claimant encloses a stamped, self-addressed envelope with a copy of the proof of claim.

PURCHASE ORDER**557RB13-114****ERICKSON CONSTRUCTION, LLC**

21059 Loudoun County Parkway

Ashburn, VA 20147

Tel (703) 723-4366 • Fax (703) 723-0477

IMPORTANT

1. THIS P.O. NUMBER MUST APPEAR ON ALL INVOICES, PACKING SLIPS AND CORRESPONDENCE.
2. SUBMIT ALL INVOICES IN DUPLICATE.
3. BILL ALL APPLICABLE SALES OR USE TAX.

TO: Wilcox Caulking Corporation
PO Box 208
Lorton, VA 22199-0208
ATTN: James Wilcox

SHIP TO: ERICKSON CONSTRUCTION, LLC
Ashby Ponds Independent Living Building 1.3
21059 Loudoun County Parkway
Ashburn, VA 20147

DATE: 05/05/2009

SHIP VIA : Ground

DELIVERY DATE: 05/05/2009

Wilcox Proposal #15254c \$3,360.00 NON-TAXABLE

Additional Description for Line Items:

Furnish all equipment , labor and materials to clean, install backer rod and caulk exterior vertical joint between column of screen in porch and masonry. All applicable taxes included.

PO Items Budget Code: 079201-48400 PO Items Total: \$3,360.00

Other Charges Budget Code: Other Charges Total: \$0.00

Tax Budget Code: 079201-48400 Tax Rate: 0.00% Tax Total: \$0.00

Grand Total for this PO: \$3,360.00

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS AS STATED IN THIS DOCUMENT HEREOF AND ADDENDUM A INCLUDED.

NOTE: IF THIS ORDER INCLUDES LABOR, INDICATE SCHEDULED VALUE ABOVE.

PURCHASER:

Erickson Construction, LLC.

By:

Lawrence Tressler

Date:

5-6-09

Seller:

Wilcox Caulking Corporation

By:

James Wilcox

Date:


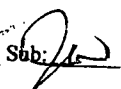
May 7, 2009

Tax ID:

54-0857326



ERICKSON CONSTRUCTION, LLC
CONDITIONS OF PURCHASE

1. Acknowledgement of Order. Vendor shall send written acknowledgment of this Purchase Order to Purchaser. Any such acknowledgment from Vendor containing terms in addition to or inconsistent with the terms of this Purchase Order, or a rejection of any term of this Purchase Order, shall be deemed to be, and shall constitute, a counteroffer to Purchaser and shall not be binding upon Purchaser unless acceptance is made in writing to Vendor. Performance by Vendor in the absence of written acceptance of such counteroffer by Purchaser shall be deemed, and shall constitute, performance in accordance with the terms of this Purchase Order.
2. Price. If no price is specified on the face of this Purchase Order, then the price shall be as specified in Addendum A attached hereto and made a part hereof; provided that the matters set forth in the document(s) attached as Addendum A shall have been accepted by both parties as evidenced by their signature thereto. In the event that there shall be no Addendum A attached hereto, Purchaser shall not be obligated to accept items charged at a rate in excess of the rate charged for Purchaser's immediately preceding purchase of the same or substantially similar items. Unless otherwise specifically provided in this Purchase Order, all prices are not subject to state and local sales or use taxes.
3. Changes in Customized Items. Notwithstanding that Purchaser has previously approved specifications for customized items appearing on this Purchase Order, Purchaser reserves the right at any time and from time to time to make changes in the specifications for such items. Any difference in price resulting from such changes shall be as agreed to in writing by the parties.
4. Items Furnished by Purchaser. Any items, property or materials furnished by Purchaser (and not sold to Vendor) in connection with this Purchase Order shall be held by Vendor and Vendor agrees to keep the same fully insured for the benefit of Purchaser and to pay for all items, property or materials damaged by Vendor not otherwise accounted for to Purchaser's reasonable satisfaction.
5. FREIGHT: RISK OF LOSS OR DAMAGE. ALL SHIPMENTS FROM VENDOR TO PURCHASER SHALL BE F.O.B. PURCHASER'S FACILITY, TITLE TO, AND RISK OF LOSS OR DAMAGE FOR ITEMS COVERED BY THIS PURCHASE ORDER SHALL PASS TO PURCHASER UPON DELIVERY OF SUCH ITEMS TO PURCHASER'S DESIGNATED FACILITY AND ACCEPTANCE OF SUCH ITEMS BY PURCHASER'S INSPECTOR.
6. DELIVERIES. ALL DELIVERIES MUST BE SCHEDULED WITH PURCHASER AT LEAST TWENTY-FOUR (24) HOURS IN ADVANCE OF THE DELIVERY OF ITEMS ON THIS PURCHASE ORDER TO ENSURE THE AVAILABILITY OF PERSONNEL AUTHORIZED TO ACCEPT AND OFF-LOAD SUCH ITEMS. DELIVERIES CAN BE SCHEDULED BY CONTACTING PURCHASER'S PURCHASING DEPARTMENT AT THE NUMBER PRINTED ON THIS PURCHASE ORDER. A HANDLING CHARGE EQUAL TO TEN PERCENT (10%) OF THE TOTAL COST OF THIS PURCHASE ORDER SHALL BE DEDUCTED FROM SUCH COST FOR DELIVERIES ARRIVING WITHOUT SUCH ADVANCE NOTICE.
7. Acceptance of Items. Payment for Items ordered does not constitute acceptance thereof by Purchaser. All items are received subject to Purchaser's right of inspection and rejection.
8. Labor Provided by Vendor. If this Purchase Order covers the performance of labor for Purchaser on Purchaser's property or the property of others on which Purchaser is doing work or conducting business. Vendor agrees to indemnify and hold Purchaser and, if applicable, the owner of the property on which Purchaser is doing work or conducting business, harmless from and against all liabilities, claims or demands for injuries or damages of any person or property arising out of the performance of this Purchase Order. Vendor agrees to effect and maintain public liability insurance, protecting both Vendor and Purchaser, and, if applicable, the owner of the property on which Purchaser is doing work or conducting business, as their interests may appear, for claims for bodily injury, including death, and claims for damage to property which may arise both out of and during Vendor's performance of this Purchase Order for a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence. Vendor shall be responsible to provide no less than minimum statutory requirements for workers' compensation insurance and unemployment insurance to its employees and to pay all payroll taxes levied with respect to such employees. Certificates of Insurance for all coverage required hereunder shall be delivered to Purchaser no less than forty-eight (48) hours prior to the commencement of Vendor's work on such property.
9. Invoices. All invoices concerning this Purchase Order must be forwarded to the Purchaser's address specified on this Purchase Order and include the Purchase Order number to ensure timely payment.
10. Warranties. VENDOR IS AWARE OF THE INTENDED USE OF THE ITEMS COVERED IN THIS PURCHASE ORDER. VENDOR WARRANTS THAT SUCH ITEMS SUPPLIED HERUNDER ARE (a) FREE OF DEFECTS IN DESIGN, MATERIALS AND WORKMANSHIP, (b) CONFORM TO THE PURCHASER'S SPECIFICATIONS, AND (c) SUITABLE FOR THEIR INTENDED USE. IN THE EVENT THAT ONE OR MORE OF SUCH ITEMS DO NOT CONFORM TO VENDOR'S WARRANTIES AS STATED ABOVE, VENDOR SHALL, AT PURCHASER'S OPTION, REPAIR OR REPLACE SUCH ITEM(S) FOR A FULL REFUND, WHICH REFUND SHALL INCLUDE, WITHOUT LIMITATIONS, ALL FREIGHT, STORAGE, INSTALLATION AND TAX CHARGES PAID BY PURCHASER. VENDOR AGREES TO INDEMNIFY AND HOLD PURCHASER HARMLESS FROM AND AGAINST ALL LIABILITY FOR INJURIES OR OTHER DAMAGES INCURRED BY PURCHASER IN THE EVENT THAT ANY SUCH ITEMS ARE NOT AS WARRANTED HEREIN.
11. Assignments. This Purchase Order is not assignable by Vendor without prior written consent of Purchaser.
12. Use of Purchaser's Name Prohibited. Unless Vendor has obtained the prior written consent of a corporate officer of Purchaser. Vendor shall not use Purchaser's name, or that of any of its subsidiaries, affiliates or related entities, in any advertising or promotion by Vendor.
13. Special Terms and Conditions. In addition to the terms and conditions specified in the Purchase Order, all transactions between Purchaser and Vendor shall be governed by the terms and conditions contained in Addendum A attached hereto and made a part hereof, unless otherwise agreed in writing by Purchaser and Vendor.
14. Employment Practices. Purchaser represents and warrants to Vendor that Purchaser is an equal opportunity employer. Vendor represents and warrants to Purchaser that Vendor is an equal opportunity employer and that Vendor shall not discriminate against any employee or applicant for employment on the basis of factors specified in applicable state and federal laws, rules, regulations and orders. Vendor further warrants that during the performance of this Purchase Order and for a period of one (1) year thereafter, it shall comply with all state and federal laws, rules, regulations and orders concerning discrimination in employment and in the workplace, the provision of equal opportunities to minorities and other under-represented classes, other employment and work-related issues and employment agreements.

EC:  Sub: 

ADDENDUM A

1. The Vendor shall replace or, if approved by Purchaser, repair any defective work, and any cracked, chipped or damaged materials. Vendor will be responsible for all associated costs if the damage occurs at the fabrication plant or during transportation to the jobsite. Vendor agrees to promptly provide all replacement materials at no additional cost to the Purchaser and repeat tests as necessary until all work is proven satisfactory. Retesting cost shall be the responsibility of the Vendor.
2. Vendor recognizes that the area within the project site is limited, and that parking will not be permitted for any vehicles, including foreman's, which are not required for the actual performance of the Vendor's work. Any vehicle parked on or adjacent to the site without Purchaser's permission is subject to removal at the Vendor's expense.
3. The Vendor understands the project site is in an urban location and that on site material staging will only be permitted if approved in advance, in writing, by the Purchaser's Superintendent. It is the responsibility of the Vendor to coordinate all on site staging with the Purchaser's Superintendent. All material deliveries must be coordinated at least forty-eight (48) hours in advance. This Vendor understands that the limited space also applies to the use of storage trailers and / or field offices and permission to use them must be obtained in writing from Purchaser's Superintendent.
4. It is understood that modifications to the details shown on the design drawings may be required. However, it is clear that the Architect's concept, i.e. profiles, reveals, sight lines, floor closure, dimensioning, proportioning, etc., whose intent is as schematically indicated in the Contract Documents, must be maintained throughout.
5. Any 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 computed in accordance with accepted estimating procedures, and the costs for labor and materials shall be at prevailing rates in the project area.
6. Progress payment applications shall be prepared and submitted to the Purchaser on or before the 20th of the month for payment by the 20th of the following month.
7. Notwithstanding any other provision contained in this Purchase Order and superseding any contrary term expressed herein, Vendor agrees that if in the event of any picket, strike, work stoppage, or other form of labor dispute at the jobsite, the Vendor or any other subcontractor or separate contractor on the jobsite, Vendor will continue to perform the Vendor's work required herein, without interruption or delay. Additionally, should the Vendor be party to one or more labor agreements he shall, within twenty four (24) hours, take any and all legal action provided for, or permitted by, such labor agreements in order to expedite resumption of work on this Project.
8. The Vendor shall cooperate with the Purchaser and other vendors and contractors whose work might interface with Vendor's work, and shall participate in the preparation or coordination drawings in areas of congestion, specifically noting and advising the Purchaser of any such interference.
9. Payments may only be made on account of materials or equipment not in place but delivered and suitably stored, when agreed upon in advance in writing by Owner. Such materials or equipment (Stored Materials) may be at the Property or at any other location agreed upon in advance in writing by Owner.
10. Vendor agrees to submit shop drawings, catalogue cuts, samples, etc., if required by the specifications, for approval prior to final confirmation of this order.

EC:  Sub: 

WILCOX CAULKING CORPORATION

P.O. Box 208
Lorton, VA 22199-0208
(703) 550-9162*FAX (703) 550-7481

PROPOSAL SUBMITTED TO:

PROPOSAL

WCC #15254c (pb)

NAME: Erickson Construction, LLC		PHONE: (703) 723-4306	FAX: (703) 723-0477	DATE: February 26, 2009
STREET: 21059 Loudoun County Parkway		JOB NAME: Ashby Ponds Independent Living (Building 1.3)		
CITY: Ashburn		STREET: Loudoun County Parkway		
STATE Virginia	ZIP: 20147	CITY: Loudoun County		STATE: Virginia
ATTENTION: Mr. Allen Jackson		ARCHITECT:		DATE OF PLANS:

We hereby submit specifications and estimates for:

Conclusions

[illegible]

~~ACCROTTED~~

← DECLINED

BIDDING PURPOSES ONLY. THIS PRICE IS ONLY GOOD FOR 6-MONTHS.
OUR PRICE FOR THE ABOVE LISTED ITEMS, IS FIRM. ANY OTHER
REQUIREMENTS WILL BE CONSIDERED AN ADD OR DEDUCT TO THIS PROPOSAL

We hereby purport to furnish labor and materials – complete in accordance with the above specifications, for the sum of

AS STATED DOLLARS AS STATED

With payment to be made as follows: Owner will make progress payments on account within thirty (30) days of date of invoice. If payment is not received within thirty (30) days of invoice, said amount shall incur a monthly finance charge equal to (1.50%) thereafter. If this contract is placed in the hands of an attorney for collection, Owner agrees to pay all costs and 35% attorney's fees. The parties agree that any legal action to enforce hereunder shall be taken in Fairfax County, Virginia and that this contract shall be governed by Virginia law.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practice. Any alteration or deviation from Above specifications involving extra costs, will become an extra charge over and above the estimate. All appointments contingent upon weather, accidents or delays Beyond our control. Owner to carry fire, tornado, liability and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature: [Signature]
Rock D. Wilcox, Vice President

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED

DATE _____

3/2/09

Authorized Signature

TITLE

SR. PROJECT MANAGER

Invoice - Requisition for payment -----Terms - Net 30

Wilcox Caulking Corporation

P.O. Box 208

Telephone Number (703) 550-9162

Lorton, VA 22199-0208

Facsimile Number (703) 550-7481

To: Erickson Constr. LLC
21059 Loudoun County Parkway
Ashburn, VA 20147
Attn: Alan Jackson

Date: 05-11-09
Billing Period 05-01-09 to
05-31-09

Project No:
Project Name: Ashby Ponds Retirement Community
Bldg. 1.3

Invoice No. 17-15254c(C)
Purchase Order No. 557RB13114

Contract Amount	\$ 3,360.00
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Change Orders	\$0.00
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Revised Contract amount	\$ 3,360.00
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Work completed in previous period	-
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Work completed this invoice	3,360.00
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Total completed to date	3,360.00
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Less previous payments/invoices	-
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Less Retention if applicable	-
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Total amount due and payable	3,360.00
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PURCHASE ORDER**557RB12-90***mailed
on 5-4-09***ERICKSON CONSTRUCTION, LLC**

21059 Loudoun County Parkway
Ashburn, VA 20147
Tel (703) 723-4366 • Fax (703) 723-0477

IMPORTANT

1. THIS P.O. NUMBER MUST APPEAR ON ALL INVOICES, PACKING SLIPS AND CORRESPONDENCE.
2. SUBMIT ALL INVOICES IN DUPLICATE.
3. BILL ALL APPLICABLE SALES OR USE TAX.

TO: Wilcox Caulking Corporation
P.O. Box 208
Lorton, VA 22199
ATTN: Rick D. Wilcox

SHIP TO: ERICKSON CONSTRUCTION, LLC
Ashby Ponds Independent Living Building 1.2
21059 Loudoun County Parkway
Ashburn, VA 20147

DATE: 04/30/2009

SHIP VIA : Vendor

DELIVERY DATE: 04/30/2009

Caulk exterior joint at balconies \$2,240.00 NON-TAXABLE

Additional Description for Line Items:

Furnish labor and material to clean, install backer rod, and caulk exterior vertical joint between column of screened in porch and masonry. All taxes are included.

PO Items Budget Code: 079201-48400 PO Items Total: \$2,240.00

Other Charges Budget Code: Other Charges Total: \$0.00

Tax Budget Code: 079201-48400 Tax Rate: 5.00% Tax Total: \$0.00

Grand Total for this PO: \$2,240.00

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS AS STATED IN THIS DOCUMENT HEREOF AND ADDENDUM A INCLUDED.

NOTE: IF THIS ORDER INCLUDES LABOR, INDICATE SCHEDULED VALUE ABOVE.

PURCHASER: Erickson Construction, LLC.

By:

Alan Jackson

Date:

Seller:

Wilcox Caulking Corporation

By:

James D. Wilcox, President

Date:

May 4, 2009

Tax ID:

54-0857326

ERICKSON CONSTRUCTION, LLC
CONDITIONS OF PURCHASE

1. Acknowledgement of Order. Vendor shall send written acknowledgment of this Purchase Order to Purchaser. Any such acknowledgment from Vendor containing terms in addition to or inconsistent with the terms of this Purchase Order, or a rejection of any term of this Purchase Order, shall be deemed to be, and shall constitute, a counteroffer to Purchaser and shall not be binding upon Purchaser unless acceptance is made in writing to Vendor. Performance by Vendor in the absence of written acceptance of such counteroffer by Purchaser shall be deemed, and shall constitute, performance in accordance with the terms of this Purchase Order.
2. Price. If no price is specified on the face of this Purchase Order, then the price shall be as specified in Addendum A attached hereto and made a part hereof; provided that the matters set forth in the document(s) attached as Addendum A shall have been accepted by both parties as evidenced by their signature thereto. In the event that there shall be no Addendum A attached hereto, Purchaser shall not be obligated to accept items charged at a rate in excess of the rate charged for Purchaser's immediately preceding purchase of the same or substantially similar items. Unless otherwise specifically provided in this Purchase Order, all prices are not subject to state and local sales or use taxes.
3. Changes in Customized Items. Notwithstanding that Purchaser has previously approved specifications for customized items appearing on this Purchase Order, Purchaser reserves the right at any time and from time to time to make changes in the specifications for such items. Any difference in price resulting from such changes shall be as agreed to in writing by the parties.
4. Items Furnished by Purchaser. Any items, property or materials furnished by Purchaser (and not sold to Vendor) in connection with this Purchase Order shall be held by Vendor and Vendor agrees to keep the same fully insured for the benefit of Purchaser and to pay for all items, property or materials damaged by Vendor not otherwise accounted for to Purchaser's reasonable satisfaction.
5. FREIGHT: RISK OF LOSS OR DAMAGE. ALL SHIPMENTS FROM VENDOR TO PURCHASER SHALL BE F.O.B. PURCHASER'S FACILITY, TITLE TO, AND RISK OF LOSS OR DAMAGE FOR ITEMS COVERED BY THIS PURCHASE ORDER SHALL PASS TO PURCHASER UPON DELIVERY OF SUCH ITEMS TO PURCHASER'S DESIGNATED FACILITY AND ACCEPTANCE OF SUCH ITEMS BY PURCHASER'S INSPECTOR.
6. DELIVERIES. ALL DELIVERIES MUST BE SCHEDULED WITH PURCHASER AT LEAST TWENTY-FOUR (24) HOURS IN ADVANCE OF THE DELIVERY OF ITEMS ON THIS PURCHASE ORDER TO ENSURE THE AVAILABILITY OF PERSONNEL AUTHORIZED TO ACCEPT AND OFF-LOAD SUCH ITEMS. DELIVERIES CAN BE SCHEDULED BY CONTACTING PURCHASER'S PURCHASING DEPARTMENT AT THE NUMBER PRINTED ON THIS PURCHASE ORDER. A HANDLING CHARGE EQUAL TO TEN PERCENT (10%) OF THE TOTAL COST OF THIS PURCHASE ORDER SHALL BE DEDUCTED FROM SUCH COST FOR DELIVERIES ARRIVING WITHOUT SUCH ADVANCE NOTICE.
7. Acceptance of Items. Payment for Items ordered does not constitute acceptance thereof by Purchaser. All items are received subject to Purchaser's right of inspection and rejection.
8. Labor Provided by Vendor. If this Purchase Order covers the performance of labor for Purchaser on Purchaser's property or the property of others on which Purchaser is doing work or conducting business. Vendor agrees to indemnify and hold Purchaser and, if applicable, the owner of the property on which Purchaser is doing work or conducting business, harmless from and against all liabilities, claims or demands for injuries or damages of any person or property arising out of the performance of this Purchase Order. Vendor agrees to effect and maintain public liability insurance, protecting both Vendor and Purchaser, and, if applicable, the owner of the property on which Purchaser is doing work or conducting business, as their interests may appear, for claims for bodily injury, including death, and claims for damage to property which may arise both out of and during Vendor's performance of this Purchase Order for a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence. Vendor shall be responsible to provide no less than minimum statutory requirements for workers' compensation insurance and unemployment insurance to its employees and to pay all payroll taxes levied with respect to such employees. Certificates of Insurance for all coverage required hereunder shall be delivered to Purchaser no less than forty-eight (48) hours prior to the commencement of Vendor's work on such property.
9. Invoices. All invoices concerning this Purchase Order must be forwarded to the Purchaser's address specified on this Purchase Order and include the Purchase Order number to ensure timely payment.
10. Warranties. VENDOR IS AWARE OF THE INTENDED USE OF THE ITEMS COVERED IN THIS PURCHASE ORDER. VENDOR WARRANTS THAT SUCH ITEMS SUPPLIED HERUNDER ARE (a) FREE OF DEFECTS IN DESIGN, MATERIALS AND WORKMANSHIP, (b) CONFORM TO THE PURCHASER'S SPECIFICATIONS, AND (c) SUITABLE FOR THEIR INTENDED USE. IN THE EVENT THAT ONE OR MORE OF SUCH ITEMS DO NOT CONFORM TO VENDOR'S WARRANTIES AS STATED ABOVE, VENDOR SHALL, AT PURCHASER'S OPTION, REPAIR OR REPLACE SUCH ITEM(S) FOR A FULL REFUND, WHICH REFUND SHALL INCLUDE, WITHOUT LIMITATIONS, ALL FREIGHT, STORAGE, INSTALLATION AND TAX CHARGES PAID BY PURCHASER. VENDOR AGREES TO INDEMNIFY AND HOLD PURCHASER HARMLESS FROM AND AGAINST ALL LIABILITY FOR INJURIES OR OTHER DAMAGES INCURRED BY PURCHASER IN THE EVENT THAT ANY SUCH ITEMS ARE NOT AS WARRANTED HEREIN.
11. Assignments. This Purchase Order is not assignable by Vendor without prior written consent of Purchaser.
12. Use of Purchaser's Name Prohibited. Unless Vendor has obtained the prior written consent of a corporate officer of Purchaser. Vendor shall not use Purchaser's name, or that of any of its subsidiaries, affiliates or related entities, in any advertising or promotion by Vendor.
13. Special Terms and Conditions. In addition to the terms and conditions specified in the Purchase Order, all transactions between Purchaser and Vendor shall be governed by the terms and conditions contained in Addendum A attached hereto and made a part hereof, unless otherwise agreed in writing by Purchaser and Vendor.
14. Employment Practices. Purchaser represents and warrants to Vendor that Purchaser is an equal opportunity employer. Vendor represents and warrants to Purchaser that Vendor is an equal opportunity employer and that Vendor shall not discriminate against any employee or applicant for employment on the basis of factors specified in applicable state and federal laws, rules, regulations and orders. Vendor further warrants that during the performance of this Purchase Order and for a period of one (1) year thereafter, it shall comply with all state and federal laws, rules, regulations and orders concerning discrimination in employment and in the workplace, the provision of equal opportunities to minorities and other under-represented classes, other employment and work-related issues and employment agreements.

ADDENDUM A

1. The Vendor shall replace or, if approved by Purchaser, repair any defective work, and any cracked, chipped or damaged materials. Vendor will be responsible for all associated costs if the damage occurs at the fabrication plant or during transportation to the jobsite. Vendor agrees to promptly provide all replacement materials at no additional cost to the Purchaser and repeat tests as necessary until all work is proven satisfactory. Retesting cost shall be the responsibility of the Vendor.
2. Vendor recognizes that the area within the project site is limited, and that parking will not be permitted for any vehicles, including foreman's, which are not required for the actual performance of the Vendor's work. Any vehicle parked on or adjacent to the site without Purchaser's permission is subject to removal at the Vendor's expense.
3. The Vendor understands the project site is in an urban location and that on site material staging will only be permitted if approved in advance, in writing, by the Purchaser's Superintendent. It is the responsibility of the Vendor to coordinate all on site staging with the Purchaser's Superintendent. All material deliveries must be coordinated at least forty-eight (48) hours in advance. This Vendor understands that the limited space also applies to the use of storage trailers and / or field offices and permission to use them must be obtained in writing from Purchaser's Superintendent.
4. It is understood that modifications to the details shown on the design drawings may be required. However, it is clear that the Architect's concept, i.e. profiles, reveals, sight lines, floor closure, dimensioning, proportioning, etc., whose intent is as schematically indicated in the Contract Documents, must be maintained throughout.
5. Any 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 computed in accordance with accepted estimating procedures, and the costs for labor and materials shall be at prevailing rates in the project area.
6. Progress payment applications shall be prepared and submitted to the Purchaser on or before the 20th of the month for payment by the 20th of the following month.
7. Notwithstanding any other provision contained in this Purchase Order and superseding any contrary term expressed herein, Vendor agrees that if in the event of any picket, strike, work stoppage, or other form of labor dispute at the jobsite, the Vendor or any other subcontractor or separate contractor on the jobsite, Vendor will continue to perform the Vendor's work required herein, without interruption or delay. Additionally, should the Vendor be party to one or more labor agreements he shall, within twenty four (24) hours, take any and all legal action provided for, or permitted by, such labor agreements in order to expedite resumption of work on this Project.
8. The Vendor shall cooperate with the Purchaser and other vendors and contractors whose work might interface with Vendor's work, and shall participate in the preparation or coordination drawings in areas of congestion, specifically noting and advising the Purchaser of any such interference.
9. Payments may only be made on account of materials or equipment not in place but delivered and suitably stored, when agreed upon in advance in writing by Owner. Such materials or equipment (Stored Materials) may be at the Property or at any other location agreed upon in advance in writing by Owner.
10. Vendor agrees to submit shop drawings, catalogue cuts, samples, etc., if required by the specifications, for approval prior to final confirmation of this order.

ADDENDUM A

1. The Vendor shall replace or, if approved by Purchaser, repair any defective work, and any cracked, chipped or damaged materials. Vendor will be responsible for all associated costs if the damage occurs at the fabrication plant or during transportation to the jobsite. Vendor agrees to promptly provide all replacement materials at no additional cost to the Purchaser and repeat tests as necessary until all work is proven satisfactory. Retesting cost shall be the responsibility of the Vendor.
2. Vendor recognizes that the area within the project site is limited, and that parking will not be permitted for any vehicles, including foreman's, which are not required for the actual performance of the Vendor's work. Any vehicle parked on or adjacent to the site without Purchaser's permission is subject to removal at the Vendor's expense.
3. The Vendor understands the project site is in an urban location and that on site material staging will only be permitted if approved in advance, in writing, by the Purchaser's Superintendent. It is the responsibility of the Vendor to coordinate all on site staging with the Purchaser's Superintendent. All material deliveries must be coordinated at least forty-eight (48) hours in advance. This Vendor understands that the limited space also applies to the use of storage trailers and / or field offices and permission to use them must be obtained in writing from Purchaser's Superintendent.
4. It is understood that modifications to the details shown on the design drawings may be required. However, it is clear that the Architect's concept, i.e. profiles, reveals, sight lines, floor closure, dimensioning, proportioning, etc., whose intent is as schematically indicated in the Contract Documents, must be maintained throughout.
5. Any 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 computed in accordance with accepted estimating procedures, and the costs for labor and materials shall be at prevailing rates in the project area.
6. Progress payment applications shall be prepared and submitted to the Purchaser on or before the 20th of the month for payment by the 20th of the following month.
7. Notwithstanding any other provision contained in this Purchase Order and superseding any contrary term expressed herein, Vendor agrees that if in the event of any picket, strike, work stoppage, or other form of labor dispute at the jobsite, the Vendor or any other subcontractor or separate contractor on the jobsite, Vendor will continue to perform the Vendor's work required herein, without interruption or delay. Additionally, should the Vendor be party to one or more labor agreements he shall, within twenty four (24) hours, take any and all legal action provided for, or permitted by, such labor agreements in order to expedite resumption of work on this Project.
8. The Vendor shall cooperate with the Purchaser and other vendors and contractors whose work might interface with Vendor's work, and shall participate in the preparation or coordination drawings in areas of congestion, specifically noting and advising the Purchaser of any such interference.
9. Payments may only be made on account of materials or equipment not in place but delivered and suitably stored, when agreed upon in advance in writing by Owner. Such materials or equipment (Stored Materials) may be at the Property or at any other location agreed upon in advance in writing by Owner.
10. Vendor agrees to submit shop drawings, catalogue cuts, samples, etc., if required by the specifications, for

Invoice - Requisition for payment -----Terms - Net 30

Wilcox Caulking Corporation

P.O. Box 208

Lorton, VA 22199-0208

Telephone Number (703) 550-9162

Facsimile Number (703) 550-7481

To: Erickson Constr. LLC
21059 Loudoun County Parkway
Ashburn, VA 20147
Attn: Alan Jackson

Date: 05-11-09
Billing Period 05-01-09 to
05-31-09

Project No:
Project Name: Ashby Ponds Retirement Community
Bldg. 1.2

Invoice No. 17-15254c(B)
Purchase Order No. 557RB1290

Contract Amount	\$ 2,240.00
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Change Orders	\$0.00
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Revised Contract amount	\$ 2,240.00
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Work completed in previous period	-
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Work completed this invoice	2,240.00
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Total completed to date	2,240.00
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Less previous payments/invoices	-
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Less Retention if applicable	-
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Total amount due and payable	2,240.00
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PURCHASE ORDER**557RB14-35**nailed Back
on 5-26-09**ERICKSON CONSTRUCTION, LLC**

21125 Cardinal Pond Terrace

Ashburn, Va 20147

Tel (703) 723-4366 • Fax (703) 723-0477

IMPORTANT

1. THIS P.O. NUMBER MUST APPEAR ON ALL INVOICES, PACKING SLIPS AND CORRESPONDENCE.
2. SUBMIT ALL INVOICES IN DUPLICATE.
3. BILL ALL APPLICABLE SALES OR USE TAX.

TO: Wilcox Caulking Corporation
PO Box 208 PO Box 208
Lorton, Va 22199
ATTN: Rick Wilcox

SHIP TO: ERICKSON CONSTRUCTION, LLC
Ashby Ponds Independent Living Building 1.4
21125 Cardinal Pond Terrace
Ashburn, Va 20147

DATE: 05/14/2009

SHIP VIA : Subcontractor

DELIVERY DATE: 05/14/2009

Repair Cracks in Garage SOG \$944.00 NON-TAXABLE

Additional Description for Line Items:
Repair Cracks in Garage SOG

PO Items Budget Code: 079201-48400 PO Items Total: \$944.00

Other Charges Budget Code: Other Charges Total: \$0.00

Tax Budget Code: 079201-48400 Tax Rate: 0.00% Tax Total: \$0.00

Grand Total for this PO: \$944.00

**THIS ORDER IS SUBJECT TO THE TERMS AND
CONDITIONS AS STATED IN THIS DOCUMENT
HEREOF AND ADDENDUM A INCLUDED.**

**NOTE: IF THIS ORDER INCLUDES LABOR,
INDICATE SCHEDULED VALUE ABOVE.**

PURCHASER:**Erickson Construction, LLC.**

By:

Michael Sights

Date:

Seller:

Wilcox Caulking Corporation

By:

James D. Wilcox, President

Date:

Tuesday, May 26th, 2009

Tax ID:

ERICKSON CONSTRUCTION, LLC
CONDITIONS OF PURCHASE

1. Acknowledgement of Order. Vendor shall send written acknowledgment of this Purchase Order to Purchaser. Any such acknowledgment from Vendor containing terms in addition to or inconsistent with the terms of this Purchase Order, or a rejection of any term of this Purchase Order, shall be deemed to be, and shall constitute, a counteroffer to Purchaser and shall not be binding upon Purchaser unless acceptance is made in writing to Vendor. Performance by Vendor in the absence of written acceptance of such counteroffer by Purchaser shall be deemed, and shall constitute, performance in accordance with the terms of this Purchase Order.
2. Price. If no price is specified on the face of this Purchase Order, then the price shall be as specified in Addendum A attached hereto and made a part hereof; provided that the matters set forth in the document(s) attached as Addendum A shall have been accepted by both parties as evidenced by their signature thereto. In the event that there shall be no Addendum A attached hereto, Purchaser shall not be obligated to accept items charged at a rate in excess of the rate charged for Purchaser's immediately preceding purchase of the same or substantially similar items. Unless otherwise specifically provided in this Purchase Order, all prices are not subject to state and local sales or use taxes.
3. Changes in Customized Items. Notwithstanding that Purchaser has previously approved specifications for customized items appearing on this Purchase Order, Purchaser reserves the right at any time and from time to time to make changes in the specifications for such items. Any difference in price resulting from such changes shall be as agreed to in writing by the parties.
4. Items Furnished by Purchaser. Any items, property or materials furnished by Purchaser (and not sold to Vendor) in connection with this Purchase Order shall be held by Vendor and Vendor agrees to keep the same fully insured for the benefit of Purchaser and to pay for all items, property or materials damaged by Vendor not otherwise accounted for to Purchaser's reasonable satisfaction.
5. FREIGHT: RISK OF LOSS OR DAMAGE. ALL SHIPMENTS FROM VENDOR TO PURCHASER SHALL BE F.O.B. PURCHASER'S FACILITY, TITLE TO, AND RISK OF LOSS OR DAMAGE FOR ITEMS COVERED BY THIS PURCHASE ORDER SHALL PASS TO PURCHASER UPON DELIVERY OF SUCH ITEMS TO PURCHASER'S DESIGNATED FACILITY AND ACCEPTANCE OF SUCH ITEMS BY PURCHASER'S INSPECTOR.
6. DELIVERIES. ALL DELIVERIES MUST BE SCHEDULED WITH PURCHASER AT LEAST TWENTY-FOUR (24) HOURS IN ADVANCE OF THE DELIVERY OF ITEMS ON THIS PURCHASE ORDER TO ENSURE THE AVAILABILITY OF PERSONNEL AUTHORIZED TO ACCEPT AND OFF-LOAD SUCH ITEMS. DELIVERIES CAN BE SCHEDULED BY CONTACTING PURCHASER'S PURCHASING DEPARTMENT AT THE NUMBER PRINTED ON THIS PURCHASE ORDER. A HANDLING CHARGE EQUAL TO TEN PERCENT (10%) OF THE TOTAL COST OF THIS PURCHASE ORDER SHALL BE DEDUCTED FROM SUCH COST FOR DELIVERIES ARRIVING WITHOUT SUCH ADVANCE NOTICE.
7. Acceptance of Items. Payment for Items ordered does not constitute acceptance thereof by Purchaser. All items are received subject to Purchaser's right of inspection and rejection.
8. Labor Provided by Vendor. If this Purchase Order covers the performance of labor for Purchaser on Purchaser's property or the property of others on which Purchaser is doing work or conducting business. Vendor agrees to indemnify and hold Purchaser and, if applicable, the owner of the property on which Purchaser is doing work or conducting business, harmless from and against all liabilities, claims or demands for injuries or damages of any person or property arising out of the performance of this Purchase Order. Vendor agrees to effect and maintain public liability insurance, protecting both Vendor and Purchaser, and, if applicable, the owner of the property on which Purchaser is doing work or conducting business, as their interests may appear, for claims for bodily injury, including death, and claims for damage to property which may arise both out of and during Vendor's performance of this Purchase Order for a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence. Vendor shall be responsible to provide no less than minimum statutory requirements for workers' compensation insurance and unemployment insurance to its employees and to pay all payroll taxes levied with respect to such employees. Certificates of Insurance for all coverage required hereunder shall be delivered to Purchaser no less than forty-eight (48) hours prior to the commencement of Vendor's work on such property.
9. Invoices. All invoices concerning this Purchase Order must be forwarded to the Purchaser's address specified on this Purchase Order and include the Purchase Order number to ensure timely payment.
10. Warranties. VENDOR IS AWARE OF THE INTENDED USE OF THE ITEMS COVERED IN THIS PURCHASE ORDER. VENDOR WARRANTS THAT SUCH ITEMS SUPPLIED HERUNDER ARE (a) FREE OF DEFECTS IN DESIGN, MATERIALS AND WORKMANSHIP, (b) CONFORM TO THE PURCHASER'S SPECIFICATIONS, AND (c) SUITABLE FOR THEIR INTENDED USE. IN THE EVENT THAT ONE OR MORE OF SUCH ITEMS DO NOT CONFORM TO VENDOR'S WARRANTIES AS STATED ABOVE, VENDOR SHALL, AT PURCHASER'S OPTION, REPAIR OR REPLACE SUCH ITEM(S) FOR A FULL REFUND, WHICH REFUND SHALL INCLUDE, WITHOUT LIMITATIONS, ALL FREIGHT, STORAGE, INSTALLATION AND TAX CHARGES PAID BY PURCHASER. VENDOR AGREES TO INDEMNIFY AND HOLD PURCHASER HARMLESS FROM AND AGAINST ALL LIABILITY FOR INJURIES OR OTHER DAMAGES INCURRED BY PURCHASER IN THE EVENT THAT ANY SUCH ITEMS ARE NOT AS WARRANTED HEREIN.
11. Assignments. This Purchase Order is not assignable by Vendor without prior written consent of Purchaser.
12. Use of Purchaser's Name Prohibited. Unless Vendor has obtained the prior written consent of a corporate officer of Purchaser. Vendor shall not use Purchaser's name, or that of any of its subsidiaries, affiliates or related entities, in any advertising or promotion by Vendor.
13. Special Terms and Conditions. In addition to the terms and conditions specified in the Purchase Order, all transactions between Purchaser and Vendor shall be governed by the terms and conditions contained in Addendum A attached hereto and made a part hereof, unless otherwise agreed in writing by Purchaser and Vendor.
14. Employment Practices. Purchaser represents and warrants to Vendor that Purchaser is an equal opportunity employer. Vendor represents and warrants to Purchaser that Vendor is an equal opportunity employer and that Vendor shall not discriminate against any employee or applicant for employment on the basis of factors specified in applicable state and federal laws, rules, regulations and orders. Vendor further warrants that during the performance of this Purchase Order and for a period of one (1) year thereafter, it shall comply with all state and federal laws, rules, regulations and orders concerning discrimination in employment and in the workplace, the provision of equal opportunities to minorities and other under-represented classes, other employment and work-related issues and employment agreements.

ADDENDUM A

1. The Vendor shall replace or, if approved by Purchaser, repair any defective work, and any cracked, chipped or damaged materials. Vendor will be responsible for all associated costs if the damage occurs at the fabrication plant or during transportation to the jobsite. Vendor agrees to promptly provide all replacement materials at no additional cost to the Purchaser and repeat tests as necessary until all work is proven satisfactory. Retesting cost shall be the responsibility of the Vendor.
2. Vendor recognizes that the area within the project site is limited, and that parking will not be permitted for any vehicles, including foreman's, which are not required for the actual performance of the Vendor's work. Any vehicle parked on or adjacent to the site without Purchaser's permission is subject to removal at the Vendor's expense.
3. The Vendor understands the project site is in an urban location and that on site material staging will only be permitted if approved in advance, in writing, by the Purchaser's Superintendent. It is the responsibility of the Vendor to coordinate all on site staging with the Purchaser's Superintendent. All material deliveries must be coordinated at least forty-eight (48) hours in advance. This Vendor understands that the limited space also applies to the use of storage trailers and / or field offices and permission to use them must be obtained in writing from Purchaser's Superintendent.
4. It is understood that modifications to the details shown on the design drawings may be required. However, it is clear that the Architect's concept, i.e. profiles, reveals, sight lines, floor closure, dimensioning, proportioning, etc., whose intent is as schematically indicated in the Contract Documents, must be maintained throughout.
5. Any 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 computed in accordance with accepted estimating procedures, and the costs for labor and materials shall be at prevailing rates in the project area.
6. Progress payment applications shall be prepared and submitted to the Purchaser on or before the 20th of the month for payment by the 20th of the following month.
7. Notwithstanding any other provision contained in this Purchase Order and superseding any contrary term expressed herein, Vendor agrees that if in the event of any picket, strike, work stoppage, or other form of labor dispute at the jobsite, the Vendor or any other subcontractor or separate contractor on the jobsite, Vendor will continue to perform the Vendor's work required herein, without interruption or delay. Additionally, should the Vendor be party to one or more labor agreements he shall, within twenty four (24) hours, take any and all legal action provided for, or permitted by, such labor agreements in order to expedite resumption of work on this Project.
8. The Vendor shall cooperate with the Purchaser and other vendors and contractors whose work might interface with Vendor's work, and shall participate in the preparation or coordination drawings in areas of congestion, specifically noting and advising the Purchaser of any such interference.
9. Payments may only be made on account of materials or equipment not in place but delivered and suitably stored, when agreed upon in advance in writing by Owner. Such materials or equipment (Stored Materials) may be at the Property or at any other location agreed upon in advance in writing by Owner.
10. Vendor agrees to submit shop drawings, catalogue cuts, samples, etc., if required by the specifications, for approval prior to final confirmation of this order.

Invoice - Requisition for payment ----- Terms - Net 30

Wilcox Caulking Corporation

P.O. Box 208

Lorton, VA 22199-0208

Telephone Number (703) 550-9162

Facsimile Number (703) 550-7481

**To: Erickson Constr., LLC
21059 Loudoun County Parkway
Ashburn, VA 20147**

**Date: 05-11-09
Billing Period 05-01-09 to
05-31-09**

**Project No:
Project Name: Ashby Ponds Retirement Community
Bldg. 1.4**

**Invoice No. 20-15254c
Purchase Order No.**

Contract Amount	\$ -
Change Orders	\$944.00 Ticket Attached
Revised Contract amount	\$ 944.00
Work completed in previous period	-
Work completed this invoice	944.00
Total completed to date	944.00
Less previous payments/invoices	-
Less Retention if applicable	-
Total amount due and payable	944.00

WILCOX CAULKING CORPORATION
10219 GILES RUN ROAD, P. O. BOX 208
LORTON, VA. 22079
(703) 550-9162

DAILY WORK TICKET
JOB # 3852

Bulkin 1.4

CONTRACTOR: Ferguson Construction

PROJECT: Ashby pond #2

DATE: 04-24-09

PROJECT ADDRESS: 21059 Loudoun route Parkway

WORK PERFORMED:

Fix Crack in Parking
Garage

MEN ASSIGNED:

Oscar Reyes
Jony Ruiz

TIME

COST

8 400.00
8 400.00

MATERIALS USED:

1 UNIT 48.00
DANATRED pccorq
Diamond Blade Sawcutting 96.00

AUTHORIZED SIGNATURE:

SCAFFOLD

TOTAL THIS TICKET:

944.00

PURCHASE ORDER**557RB15-34***Mailed Back
on 5-26-09***ERICKSON CONSTRUCTION, LLC**

21065 Cardinal Pond Terrace

Ashburn, Va 20147

Tel (703) 723-4366 • Fax (703) 723-0477

IMPORTANT

1. THIS P.O. NUMBER MUST APPEAR ON ALL INVOICES, PACKING SLIPS AND CORRESPONDENCE.
2. SUBMIT ALL INVOICES IN DUPLICATE.
3. BILL ALL APPLICABLE SALES OR USE TAX.

TO: Wilcox Caulking Corporation
PO Box 208
Lorton, Va 22199
ATTN: Rick Wilcox

SHIP TO: ERICKSON CONSTRUCTION, LLC
Ashby Ponds Independent Living Building 1.5
21065 Cardinal Pond Terrace
Ashburn, Va 20147

DATE: 05/13/2009

SHIP VIA : Subcontractor

DELIVERY DATE: 05/14/2009

Repair Cracks in Garage SOG \$874.00 NON-TAXABLE

Additional Description for Line Items:

Repair Cracks in Garage SOG

PO Items Budget Code: 079201-48400 PO Items Total: \$874.00

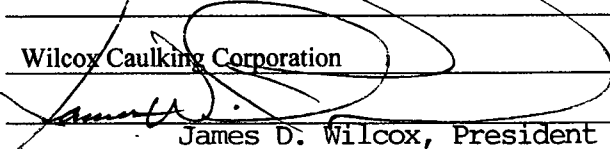
Other Charges Budget Code: Other Charges Total: \$0.00

Tax Budget Code: 079201-48400 Tax Rate: 0.00% Tax Total: \$0.00

Grand Total for this PO: \$874.00

**THIS ORDER IS SUBJECT TO THE TERMS AND
CONDITIONS AS STATED IN THIS DOCUMENT
HEREOF AND ADDENDUM A INCLUDED.**

**NOTE: IF THIS ORDER INCLUDES LABOR,
INDICATE SCHEDULED VALUE ABOVE.**

PURCHASER:	Erickson Construction, LLC.
By:	Michael Sights
Date:	
Seller:	Wilcox Caulking Corporation
By:	 James D. Wilcox, President
Date:	Tuesday, May 26th, 2009
Tax ID:	

ERICKSON CONSTRUCTION, LLC
CONDITIONS OF PURCHASE

1. Acknowledgement of Order. Vendor shall send written acknowledgment of this Purchase Order to Purchaser. Any such acknowledgment from Vendor containing terms in addition to or inconsistent with the terms of this Purchase Order, or a rejection of any term of this Purchase Order, shall be deemed to be, and shall constitute, a counteroffer to Purchaser and shall not be binding upon Purchaser unless acceptance is made in writing to Vendor. Performance by Vendor in the absence of written acceptance of such counteroffer by Purchaser shall be deemed, and shall constitute, performance in accordance with the terms of this Purchase Order.
2. Price. If no price is specified on the face of this Purchase Order, then the price shall be as specified in Addendum A attached hereto and made a part hereof; provided that the matters set forth in the document(s) attached as Addendum A shall have been accepted by both parties as evidenced by their signature thereto. In the event that there shall be no Addendum A attached hereto, Purchaser shall not be obligated to accept items charged at a rate in excess of the rate charged for Purchaser's immediately preceding purchase of the same or substantially similar items. Unless otherwise specifically provided in this Purchase Order, all prices are not subject to state and local sales or use taxes.
3. Changes in Customized Items. Notwithstanding that Purchaser has previously approved specifications for customized items appearing on this Purchase Order, Purchaser reserves the right at any time and from time to time to make changes in the specifications for such items. Any difference in price resulting from such changes shall be as agreed to in writing by the parties.
4. Items Furnished by Purchaser. Any items, property or materials furnished by Purchaser (and not sold to Vendor) in connection with this Purchase Order shall be held by Vendor and Vendor agrees to keep the same fully insured for the benefit of Purchaser and to pay for all items, property or materials damaged by Vendor not otherwise accounted for to Purchaser's reasonable satisfaction.
5. FREIGHT; RISK OF LOSS OR DAMAGE. ALL SHIPMENTS FROM VENDOR TO PURCHASER SHALL BE F.O.B. PURCHASER'S FACILITY, TITLE TO, AND RISK OF LOSS OR DAMAGE FOR ITEMS COVERED BY THIS PURCHASE ORDER SHALL PASS TO PURCHASER UPON DELIVERY OF SUCH ITEMS TO PURCHASER'S DESIGNATED FACILITY AND ACCEPTANCE OF SUCH ITEMS BY PURCHASER'S INSPECTOR.
6. DELIVERIES. ALL DELIVERIES MUST BE SCHEDULED WITH PURCHASER AT LEAST TWENTY-FOUR (24) HOURS IN ADVANCE OF THE DELIVERY OF ITEMS ON THIS PURCHASE ORDER TO ENSURE THE AVAILABILITY OF PERSONNEL AUTHORIZED TO ACCEPT AND OFF-LOAD SUCH ITEMS. DELIVERIES CAN BE SCHEDULED BY CONTACTING PURCHASER'S PURCHASING DEPARTMENT AT THE NUMBER PRINTED ON THIS PURCHASE ORDER. A HANDLING CHARGE EQUAL TO TEN PERCENT (10%) OF THE TOTAL COST OF THIS PURCHASE ORDER SHALL BE DEDUCTED FROM SUCH COST FOR DELIVERIES ARRIVING WITHOUT SUCH ADVANCE NOTICE.
7. Acceptance of Items. Payment for Items ordered does not constitute acceptance thereof by Purchaser. All items are received subject to Purchaser's right of inspection and rejection.
8. Labor Provided by Vendor. If this Purchase Order covers the performance of labor for Purchaser on Purchaser's property or the property of others on which Purchaser is doing work or conducting business. Vendor agrees to indemnify and hold Purchaser and, if applicable, the owner of the property on which Purchaser is doing work or conducting business, harmless from and against all liabilities, claims or demands for injuries or damages of any person or property arising out of the performance of this Purchase Order. Vendor agrees to effect and maintain public liability insurance, protecting both Vendor and Purchaser, and, if applicable, the owner of the property on which Purchaser is doing work or conducting business, as their interests may appear, for claims for bodily injury, including death, and claims for damage to property which may arise both out of and during Vendor's performance of this Purchase Order for a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence. Vendor shall be responsible to provide no less than minimum statutory requirements for workers' compensation insurance and unemployment insurance to its employees and to pay all payroll taxes levied with respect to such employees. Certificates of Insurance for all coverage required hereunder shall be delivered to Purchaser no less than forty-eight (48) hours prior to the commencement of Vendor's work on such property.
9. Invoices. All invoices concerning this Purchase Order must be forwarded to the Purchaser's address specified on this Purchase Order and include the Purchase Order number to ensure timely payment.
10. Warranties. VENDOR IS AWARE OF THE INTENDED USE OF THE ITEMS COVERED IN THIS PURCHASE ORDER. VENDOR WARRANTS THAT SUCH ITEMS SUPPLIED HERUNDER ARE (a) FREE OF DEFECTS IN DESIGN, MATERIALS AND WORKMANSHIP, (b) CONFORM TO THE PURCHASER'S SPECIFICATIONS, AND (c) SUITABLE FOR THEIR INTENDED USE. IN THE EVENT THAT ONE OR MORE OF SUCH ITEMS DO NOT CONFORM TO VENDOR'S WARRANTIES AS STATED ABOVE, VENDOR SHALL, AT PURCHASER'S OPTION, REPAIR OR REPLACE SUCH ITEM(S) FOR A FULL REFUND, WHICH REFUND SHALL INCLUDE, WITHOUT LIMITATIONS, ALL FREIGHT, STORAGE, INSTALLATION AND TAX CHARGES PAID BY PURCHASER. VENDOR AGREES TO INDEMNIFY AND HOLD PURCHASER HARMLESS FROM AND AGAINST ALL LIABILITY FOR INJURIES OR OTHER DAMAGES INCURRED BY PURCHASER IN THE EVENT THAT ANY SUCH ITEMS ARE NOT AS WARRANTED HEREIN.
11. Assignments. This Purchase Order is not assignable by Vendor without prior written consent of Purchaser.
12. Use of Purchaser's Name Prohibited. Unless Vendor has obtained the prior written consent of a corporate officer of Purchaser. Vendor shall not use Purchaser's name, or that of any of its subsidiaries, affiliates or related entities, in any advertising or promotion by Vendor.
13. Special Terms and Conditions. In addition to the terms and conditions specified in the Purchase Order, all transactions between Purchaser and Vendor shall be governed by the terms and conditions contained in Addendum A attached hereto and made a part hereof, unless otherwise agreed in writing by Purchaser and Vendor.
14. Employment Practices. Purchaser represents and warrants to Vendor that Purchaser is an equal opportunity employer. Vendor represents and warrants to Purchaser that Vendor is an equal opportunity employer and that Vendor shall not discriminate against any employee or applicant for employment on the basis of factors specified in applicable state and federal laws, rules, regulations and orders. Vendor further warrants that during the performance of this Purchase Order and for a period of one (1) year thereafter, it shall comply with all state and federal laws, rules, regulations and orders concerning discrimination in employment and in the workplace, the provision of equal opportunities to minorities and other under-represented classes, other employment and work-related issues and employment agreements.

ADDENDUM A

1. The Vendor shall replace or, if approved by Purchaser, repair any defective work, and any cracked, chipped or damaged materials. Vendor will be responsible for all associated costs if the damage occurs at the fabrication plant or during transportation to the jobsite. Vendor agrees to promptly provide all replacement materials at no additional cost to the Purchaser and repeat tests as necessary until all work is proven satisfactory. Retesting cost shall be the responsibility of the Vendor.
2. Vendor recognizes that the area within the project site is limited, and that parking will not be permitted for any vehicles, including foreman's, which are not required for the actual performance of the Vendor's work. Any vehicle parked on or adjacent to the site without Purchaser's permission is subject to removal at the Vendor's expense.
3. The Vendor understands the project site is in an urban location and that on site material staging will only be permitted if approved in advance, in writing, by the Purchaser's Superintendent. It is the responsibility of the Vendor to coordinate all on site staging with the Purchaser's Superintendent. All material deliveries must be coordinated at least forty-eight (48) hours in advance. This Vendor understands that the limited space also applies to the use of storage trailers and / or field offices and permission to use them must be obtained in writing from Purchaser's Superintendent.
4. It is understood that modifications to the details shown on the design drawings may be required. However, it is clear that the Architect's concept, i.e. profiles, reveals, sight lines, floor closure, dimensioning, proportioning, etc., whose intent is as schematically indicated in the Contract Documents, must be maintained throughout.
5. Any 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 computed in accordance with accepted estimating procedures, and the costs for labor and materials shall be at prevailing rates in the project area.
6. Progress payment applications shall be prepared and submitted to the Purchaser on or before the 20th of the month for payment by the 20th of the following month.
7. Notwithstanding any other provision contained in this Purchase Order and superseding any contrary term expressed herein, Vendor agrees that if in the event of any picket, strike, work stoppage, or other form of labor dispute at the jobsite, the Vendor or any other subcontractor or separate contractor on the jobsite, Vendor will continue to perform the Vendor's work required herein, without interruption or delay. Additionally, should the Vendor be party to one or more labor agreements he shall, within twenty four (24) hours, take any and all legal action provided for, or permitted by, such labor agreements in order to expedite resumption of work on this Project.
8. The Vendor shall cooperate with the Purchaser and other vendors and contractors whose work might interface with Vendor's work, and shall participate in the preparation or coordination drawings in areas of congestion, specifically noting and advising the Purchaser of any such interference.
9. Payments may only be made on account of materials or equipment not in place but delivered and suitably stored, when agreed upon in advance in writing by Owner. Such materials or equipment (Stored Materials) may be at the Property or at any other location agreed upon in advance in writing by Owner.
10. Vendor agrees to submit shop drawings, catalogue cuts, samples, etc., if required by the specifications, for approval prior to final confirmation of this order.

112
Invoice - Requisition for payment ----- **Terms - Net 30**

Wilcox Caulking Corporation

P.O. Box 208

Lorton, VA 22199-0208

Telephone Number (703) 550-9162

Facsimile Number (703) 550-7481

**To: Erickson Constr., LLC
21059 Loudoun County Parkway
Ashburn, VA 20147**

**Date: 05-11-09
Billing Period 05-01-09 to
05-31-09**

Project No:
**Project Name: Ashby Ponds Retirement Community
Bldg. 1.5**

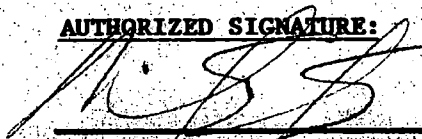
**Invoice No. 21-15254c
Purchase Order No.**

Contract Amount	\$ -
Change Orders	\$874.00 Ticket Attached
Revised Contract amount	\$ 874.00
Work completed in previous period	-
Work completed this invoice	874.00
Total completed to date	874.00
Less previous payments/invoices	-
Less Retention if applicable	-
Total amount due and payable	874.00

WILCOX CAULKING CORPORATION
10119 GILES RUN ROAD, P. O. BOX 208
LORTON, VA. 22079
(703) 550-9162

Bulfin 1.5

DAILY WORK TICKET
JOB # 3855

CONTRACTOR: <u>Fricson Construction</u>		PROJECT: <u>ashby ponds.</u>	
DATE: <u>04-27-09</u>		PROJECT ADDRESS: <u>21059 London park way</u>	
WORK PERFORMED:	MEN ASSIGNED:	TIME	COST
	<u>Oscar Reyes</u>	<u>8</u>	<u>400.00</u>
<u>Fix CRACK in parking</u>	<u>Jany Ruiz</u>	<u>8</u>	<u>400.00</u>
<u>Garage</u>			
	MATERIALS USED:		
	<u>1- unit</u>		<u>48.00</u>
	<u>DANTRID</u>		
	<u>Record Primer</u>		<u>26.00</u>
	SCAFFOLD		
AUTHORIZED SIGNATURE: 			
	TOTAL THIS TICKET:		<u>874.00</u>

PURCHASE ORDER**557RB14-39***Mailed Back
(2) originals on 7-9-09***ERICKSON CONSTRUCTION, LLC**

21125 Cardinal Pond Terrace

Ashburn, Va 20147

Tel (703) 723-4366 • Fax (703) 723-0477

IMPORTANT

1. THIS P.O. NUMBER MUST APPEAR ON ALL INVOICES, PACKING SLIPS AND CORRESPONDENCE.
2. SUBMIT ALL INVOICES IN DUPLICATE.
3. BILL ALL APPLICABLE SALES OR USE TAX.

TO: Wilcox Caulking Corporation
PO Box 208 PO Box 208
Lorton, Va 22199
ATTN: Rick Wilcox

SHIP TO: ERICKSON CONSTRUCTION, LLC
Ashby Ponds Independent Living Building 1.4
21125 Cardinal Pond Terrace
Ashburn, Va 20147

DATE: 07/08/2009

SHIP VIA : Vendor

DELIVERY DATE: 07/08/2009

Caulking in garage \$512.00 NON-TAXABLE

Additional Description for Line Items:
Furnish and install caulking in garage.

PO Items Budget Code: 079201-48400 PO Items Total: \$512.00

Other Charges Budget Code: Other Charges Total: \$0.00

Tax Budget Code: 079201-48400 Tax Rate: 5.00% Tax Total: \$0.00

Grand Total for this PO: \$512.00

**THIS ORDER IS SUBJECT TO THE TERMS AND
CONDITIONS AS STATED IN THIS DOCUMENT
HEREOF AND ADDENDUM A INCLUDED.**

**NOTE: IF THIS ORDER INCLUDES LABOR,
INDICATE SCHEDULED VALUE ABOVE.**

PURCHASER:**Erickson Construction, LLC.**

By:


Alan Jackson

Date:

Seller:

Wilcox Caulking Corporation

By:


Rick Wilcox, Vice President

Date:

Thursday, July 9, 2009

Tax ID:

54-0857326

ERICKSON CONSTRUCTION, LLC
CONDITIONS OF PURCHASE

1. Acknowledgement of Order. Vendor shall send written acknowledgment of this Purchase Order to Purchaser. Any such acknowledgment from Vendor containing terms in addition to or inconsistent with the terms of this Purchase Order, or a rejection of any term of this Purchase Order, shall be deemed to be, and shall constitute, a counteroffer to Purchaser and shall not be binding upon Purchaser unless acceptance is made in writing to Vendor. Performance by Vendor in the absence of written acceptance of such counteroffer by Purchaser shall be deemed, and shall constitute, performance in accordance with the terms of this Purchase Order.
2. Price. If no price is specified on the face of this Purchase Order, then the price shall be as specified in Addendum A attached hereto and made a part hereof; provided that the matters set forth in the document(s) attached as Addendum A shall have been accepted by both parties as evidenced by their signature thereto. In the event that there shall be no Addendum A attached hereto, Purchaser shall not be obligated to accept items charged at a rate in excess of the rate charged for Purchaser's immediately preceding purchase of the same or substantially similar items. Unless otherwise specifically provided in this Purchase Order, all prices are not subject to state and local sales or use taxes.
3. Changes in Customized Items. Notwithstanding that Purchaser has previously approved specifications for customized items appearing on this Purchase Order, Purchaser reserves the right at any time and from time to time to make changes in the specifications for such items. Any difference in price resulting from such changes shall be as agreed to in writing by the parties.
4. Items Furnished by Purchaser. Any items, property or materials furnished by Purchaser (and not sold to Vendor) in connection with this Purchase Order shall be held by Vendor and Vendor agrees to keep the same fully insured for the benefit of Purchaser and to pay for all items, property or materials damaged by Vendor not otherwise accounted for to Purchaser's reasonable satisfaction.
5. FREIGHT: RISK OF LOSS OR DAMAGE. ALL SHIPMENTS FROM VENDOR TO PURCHASER SHALL BE F.O.B. PURCHASER'S FACILITY, TITLE TO, AND RISK OF LOSS OR DAMAGE FOR ITEMS COVERED BY THIS PURCHASE ORDER SHALL PASS TO PURCHASER UPON DELIVERY OF SUCH ITEMS TO PURCHASER'S DESIGNATED FACILITY AND ACCEPTANCE OF SUCH ITEMS BY PURCHASER'S INSPECTOR.
6. DELIVERIES. ALL DELIVERIES MUST BE SCHEDULED WITH PURCHASER AT LEAST TWENTY-FOUR (24) HOURS IN ADVANCE OF THE DELIVERY OF ITEMS ON THIS PURCHASE ORDER TO ENSURE THE AVAILABILITY OF PERSONNEL AUTHORIZED TO ACCEPT AND OFF-LOAD SUCH ITEMS. DELIVERIES CAN BE SCHEDULED BY CONTACTING PURCHASER'S PURCHASING DEPARTMENT AT THE NUMBER PRINTED ON THIS PURCHASE ORDER. A HANDLING CHARGE EQUAL TO TEN PERCENT (10%) OF THE TOTAL COST OF THIS PURCHASE ORDER SHALL BE DEDUCTED FROM SUCH COST FOR DELIVERIES ARRIVING WITHOUT SUCH ADVANCE NOTICE.
7. Acceptance of Items. Payment for Items ordered does not constitute acceptance thereof by Purchaser. All items are received subject to Purchaser's right of inspection and rejection.
8. Labor Provided by Vendor. If this Purchase Order covers the performance of labor for Purchaser on Purchaser's property or the property of others on which Purchaser is doing work or conducting business. Vendor agrees to indemnify and hold Purchaser and, if applicable, the owner of the property on which Purchaser is doing work or conducting business, harmless from and against all liabilities, claims or demands for injuries or damages of any person or property arising out of the performance of this Purchase Order. Vendor agrees to effect and maintain public liability insurance, protecting both Vendor and Purchaser, and, if applicable, the owner of the property on which Purchaser is doing work or conducting business, as their interests may appear, for claims for bodily injury, including death, and claims for damage to property which may arise both out of and during Vendor's performance of this Purchase Order for a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence. Vendor shall be responsible to provide no less than minimum statutory requirements for workers' compensation insurance and unemployment insurance to its employees and to pay all payroll taxes levied with respect to such employees. Certificates of Insurance for all coverage required hereunder shall be delivered to Purchaser no less than forty-eight (48) hours prior to the commencement of Vendor's work on such property.
9. Invoices. All invoices concerning this Purchase Order must be forwarded to the Purchaser's address specified on this Purchase Order and include the Purchase Order number to ensure timely payment.
10. Warranties. VENDOR IS AWARE OF THE INTENDED USE OF THE ITEMS COVERED IN THIS PURCHASE ORDER. VENDOR WARRANTS THAT SUCH ITEMS SUPPLIED HERUNDER ARE (a) FREE OF DEFECTS IN DESIGN, MATERIALS AND WORKMANSHIP, (b) CONFORM TO THE PURCHASER'S SPECIFICATIONS, AND (c) SUITABLE FOR THEIR INTENDED USE. IN THE EVENT THAT ONE OR MORE OF SUCH ITEMS DO NOT CONFORM TO VENDOR'S WARRANTIES AS STATED ABOVE, VENDOR SHALL, AT PURCHASER'S OPTION, REPAIR OR REPLACE SUCH ITEM(S) FOR A FULL REFUND, WHICH REFUND SHALL INCLUDE, WITHOUT LIMITATIONS, ALL FREIGHT, STORAGE, INSTALLATION AND TAX CHARGES PAID BY PURCHASER. VENDOR AGREES TO INDEMNIFY AND HOLD PURCHASER HARMLESS FROM AND AGAINST ALL LIABILITY FOR INJURIES OR OTHER DAMAGES INCURRED BY PURCHASER IN THE EVENT THAT ANY SUCH ITEMS ARE NOT AS WARRANTED HEREIN.
11. Assignments. This Purchase Order is not assignable by Vendor without prior written consent of Purchaser.
12. Use of Purchaser's Name Prohibited. Unless Vendor has obtained the prior written consent of a corporate officer of Purchaser. Vendor shall not use Purchaser's name, or that of any of its subsidiaries, affiliates or related entities, in any advertising or promotion by Vendor.
13. Special Terms and Conditions. In addition to the terms and conditions specified in the Purchase Order, all transactions between Purchaser and Vendor shall be governed by the terms and conditions contained in Addendum A attached hereto and made a part hereof, unless otherwise agreed in writing by Purchaser and Vendor.
14. Employment Practices. Purchaser represents and warrants to Vendor that Purchaser is an equal opportunity employer. Vendor represents and warrants to Purchaser that Vendor is an equal opportunity employer and that Vendor shall not discriminate against any employee or applicant for employment on the basis of factors specified in applicable state and federal laws, rules, regulations and orders. Vendor further warrants that during the performance of this Purchase Order and for a period of one (1) year thereafter, it shall comply with all state and federal laws, rules, regulations and orders concerning discrimination in employment and in the workplace, the provision of equal opportunities to minorities and other under-represented classes, other employment and work-related issues and employment agreements.

ADDENDUM A

1. The Vendor shall replace or, if approved by Purchaser, repair any defective work, and any cracked, chipped or damaged materials. Vendor will be responsible for all associated costs if the damage occurs at the fabrication plant or during transportation to the jobsite. Vendor agrees to promptly provide all replacement materials at no additional cost to the Purchaser and repeat tests as necessary until all work is proven satisfactory. Retesting cost shall be the responsibility of the Vendor.
2. Vendor recognizes that the area within the project site is limited, and that parking will not be permitted for any vehicles, including foreman's, which are not required for the actual performance of the Vendor's work. Any vehicle parked on or adjacent to the site without Purchaser's permission is subject to removal at the Vendor's expense.
3. The Vendor understands the project site is in an urban location and that on site material staging will only be permitted if approved in advance, in writing, by the Purchaser's Superintendent. It is the responsibility of the Vendor to coordinate all on site staging with the Purchaser's Superintendent. All material deliveries must be coordinated at least forty-eight (48) hours in advance. This Vendor understands that the limited space also applies to the use of storage trailers and / or field offices and permission to use them must be obtained in writing from Purchaser's Superintendent.
4. It is understood that modifications to the details shown on the design drawings may be required. However, it is clear that the Architect's concept, i.e. profiles, reveals, sight lines, floor closure, dimensioning, proportioning, etc., whose intent is as schematically indicated in the Contract Documents, must be maintained throughout.
5. Any 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 computed in accordance with accepted estimating procedures, and the costs for labor and materials shall be at prevailing rates in the project area.
6. Progress payment applications shall be prepared and submitted to the Purchaser on or before the 20th of the month for payment by the 20th of the following month.
7. Notwithstanding any other provision contained in this Purchase Order and superseding any contrary term expressed herein, Vendor agrees that if in the event of any picket, strike, work stoppage, or other form of labor dispute at the jobsite, the Vendor or any other subcontractor or separate contractor on the jobsite, Vendor will continue to perform the Vendor's work required herein, without interruption or delay. Additionally, should the Vendor be party to one or more labor agreements he shall, within twenty four (24) hours, take any and all legal action provided for, or permitted by, such labor agreements in order to expedite resumption of work on this Project.
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10. Vendor agrees to submit shop drawings, catalogue cuts, samples, etc., if required by the specifications, for approval prior to final confirmation of this order.

Invoice - Requisition for payment -----Terms - Net 30

Wilcox Caulking Corporation

P.O. Box 208

Lorton, VA 22199-0208

Telephone Number (703) 550-9162

Facsimile Number (703) 550-7481

To: Erickson Construction, LLC
21059 Loudoun County Parkway
Ashburn, VA 20147

Date: 06-10-09
Billing Period 06-01-09 to 06-30-09

Project No:
Project Name: Ashby Pond Retirement Community
Bldg. 1.4

Invoice No. 22-15254c
Purchase Order No.

Contract Amount	\$	-
Change Orders	\$512.00	Ticket attached
Revised Contract amount	\$	512.00
Work completed in previous period		-
Work completed this invoice		512.00
Total completed to date		512.00
Less previous payments/invoices		-
Less Retention if applicable		-
Total amount due and payable		512.00

WILCOX CAULKING CORPORATION
19119 GILES RUN ROAD, P. O. BOX 208
LORTON, VA. 22079
(703) 550-9162

15254c
DAILY WORK TICKET

JOB # 3050

CONTRACTOR: Erickson Const

PROJECT:

DATE: 05-11-09

PROJECT ADDRESS: Ashby Ponds

WORK PERFORMED:

MEN ASSIGNED:

TIME	COST
5	250 ⁰⁰
5	250 ⁰⁰

Oscar Rey ->
Tony Ruiz

FRAME DOOR
Garage Interior Bldg 1-4

MATERIALS USED:

1/2 Galoms AC-20	12 ⁰⁰
Latex	

AUTHORIZED SIGNATURE:

Verification of work & hours

Angie M. Bennett Asst. Super
Erickson

SCAFFOLD

TOTAL THIS TICKET:

512⁰⁰