


<b>UNITED STATES BANKRUPTCY COURT      Northern District of Texas (Dallas Division)</b>		<b>PROOF OF CLAIM</b>
Name of Debtor: <b>Erickson Retirement Communities LLC</b>		Case Number: <b>09-37010-sgjl1</b>
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): <b>Glander Paving Co.</b>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  Court Claim Number: _____ (If known)  Filed on: _____
Name and address where notices should be sent: <b>Glander Paving Co.</b> <b>303 North Eric Drive</b> <b>Palatine, IL 60067-2510</b> Telephone number: <b>847-358-8810</b>		
Name and address where payment should be sent (if different from above): <b>Glander Paving Co.</b> <b>303 North Eric drive</b> <b>Palatine, IL 60067-2510</b> Telephone number: <b>847-358-8810</b>		<input type="checkbox"/> 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.  <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed:      \$ <u>23,095.20</u>  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.  <input type="checkbox"/> 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.		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.  <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).  <input type="checkbox"/> 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).  <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5).  <input type="checkbox"/> 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).  <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8).  <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(____).  Amount entitled to priority: \$ _____  *Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
2. Basis for Claim: <u>labor and material</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: _____  3a. 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: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> 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: \$ <u>23,095.20</u> 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: <u>11-19-2009</u> Signature: <i>[Signature]</i> 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.		FOR COURT USE ONLY  Erickson Ret. Comm. LLC  00065
Scott J. Habich, Sec/Treas. Glander Paving Co.		

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

**INSTRUCTIONS FOR PROOF OF CLAIM FORM**

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

**Items to be completed in Proof of Claim form**

**Court, Name of Debtor, and Case Number:**

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

**Creditor's Name and Address:**

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

**1. Amount of Claim as of Date Case Filed:**

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

**2. Basis for Claim:**

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

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

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

**3a. Debtor May Have Scheduled Account As:**

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

**4. Secured Claim:**

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

**5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).**

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

**6. Credits:**

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

**7. Documents:**

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

**Date and Signature:**

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

**DEFINITIONS**

**INFORMATION**

**Debtor**

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

**Creditor**

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

**Claim**

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

**Proof of Claim**

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

**Secured Claim Under 11 U.S.C. §506(a)**

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

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

**Unsecured Claim**

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

**Claim Entitled to Priority Under 11 U.S.C. §507(a)**

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

**Redacted**

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

**Evidence of Perfection**

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

**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system ([www.pacer.psc.uscourts.gov](http://www.pacer.psc.uscourts.gov)) for a small fee to view your filed proof of claim.

**Offers to Purchase a Claim**

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

## 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)

<p><b>Filing of Chapter 11 Bankruptcy Case</b></p>	<p>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.</p>
<p><b>Legal Advice</b></p>	<p>The staff of the bankruptcy clerk's office cannot give legal advice. Consult a lawyer to determine your rights in this case.</p>
<p><b>Creditors Generally May Not Take Certain Actions</b></p>	<p>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.</p>
<p><b>Meeting of Creditors</b></p>	<p>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.</p>
<p><b>Claims</b></p>	<p>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 <i>or</i> 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. <b>Filing Deadline for a Creditor with a Foreign Address:</b> 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.</p>
<p><b>Discharge of Debts</b></p>	<p>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.</p>
<p><b>Bankruptcy Clerk's Office</b></p>	<p>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.</p>
<p><b>Creditor with a Foreign Address</b></p>	<p>Consult a lawyer familiar with United States bankruptcy law if you have any questions regarding your rights in this case.</p>
<p><b>Refer to Other Side for Important Deadlines and Notices</b></p>	

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.

GLANDER PAVING CO.

11/19/2009 5:26 PM

Register: 115 · A/R TRADE

From 07/14/2008 through 11/19/2009

Sorted by: Date, Type, Number/Ref

**GLANDER PAVING CO. INC.**  
**303 North Eric Drive**  
**Palatine, IL 60067-2510**  
**(847) 358-8810**  
**(847) 358-5683 Fax**

<u>Date</u>	<u>Number</u>	<u>Customer</u>	<u>Memo/Description</u>	<u>Qty</u>	<u>Rate</u>	<u>Charge</u>	<u>Paid</u>	<u>Balance</u>
07/14/2008	5143-PA...	ERICKSON CONS...	RENAISSANCE GA...			45,800.00		45,800.00
09/02/2008	65646	ERICKSON CONS...	RENAISSANCE GA...				41,220.00	4,580.00
11/21/2008	5432-PA...	ERICKSON CONS...	RENAISSANCE GA...			117,700.00		122,280.00
11/21/2008	5433-FIN...	ERICKSON CONS...	RENAISSANCE GA...			9,752.00		132,032.00
12/26/2008	68969	ERICKSON CONS...	RENAISSANCE GA...				105,930.00	26,102.00
01/26/2009	68969	ERICKSON CONS...	RENAISSANCE GA...				8,776.80	17,325.20

MECHANIC'S LIEN:  
NOTICE

STATE OF ILLINOIS

COUNTY OF **Lake**



GLANDER PAVING COMPANY

**CLAIMANT**

-VS-

Lincolnshire Campus, LLC  
Sedgebrook, Inc.  
Manufacturers and Traders Trust Company, as Bond Trustee  
ERICKSON CONSTRUCTION, LLC

**DEFENDANT(S)**

The claimant, **GLANDER PAVING COMPANY** of Palatine, IL 60067, County of **COOK**, hereby serves a notice for lien against **ERICKSON CONSTRUCTION, LLC**, contractor of 703 Maiden Choice Lane , Baltimore, State of MD and **Lincolnshire Campus, LLC** Chicago, IL 60604-1101 {hereinafter referred to as "owner(s)"} and **Sedgebrook, Inc.** Chicago, IL 60604-1101 **Manufacturers and Traders Trust Company, as Bond Trustee** Buffalo, NY 14203 {hereinafter referred to as "lender(s)"} and states:

That on or about **05/09/2008**, the owner owned the following described land in the County of **Lake**, State of Illinois to wit:

Street Address: **Renaissance Gardens @ Sedgebrook 20 Riverside Road Lincolnshire, IL:**

A/K/A: **Lot 1 and all streets and curbs appended to said lot in Sedgebrook Subdivision, being a subdivision of part of the Southeast 1/4 of Section 22 and of the Southwest 1/4 of Section 23 and of the Northwest 1/4 of Section 26 and of the Northeast 1/4 of Section 27, all in township 43 North, Range 11 East of the Third Principal Meridian in the County of Lake in the State of Illinois**

A/K/A: **TAX # 15-23-302-001; 15-22-406-001**

and **ERICKSON CONSTRUCTION, LLC** was the owner's contractor for the improvement thereof. That on or about **05/09/2008**, said contractor made a subcontract with the claimant to provide **labor and material for paving and asphalt work** for and in said improvement, and that on or about **06/15/2009** the claimant completed thereunder all that was required to be done by said contract.

The following amounts are due on said contract:

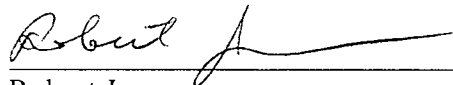
Contract	\$173,252.00
Extras/Change Orders	\$0.00
Credits	\$0.00
Payments	\$155,926.80

Total Balance Due ..... \$17,325.20

**leaving due, unpaid and owing** to the claimant after allowing all credits, the sum of **Seventeen Thousand Three Hundred Twenty-Five and Two Tenths (\$17,325.20) Dollars**, for which, with interest, the Claimant claims a lien on said land, beneficial interests, if any, and improvements, and on the moneys or other considerations due or to become due from the owner under said contract.

To the extent permitted by law, all waivers of lien heretofore given by claimant, if any, in order to induce payment not received are hereby revoked. Acceptance of payment by claimant of part, but not all, of the amount claimed due hereunder shall not operate to invalidate this notice.

**GLANDER PAVING COMPANY**

BY:   
Robert Jones  
as Authorized Agent

Prepared By:  
**GLANDER PAVING COMPANY**  
**303 N. Eric Drive**  
**Palatine, IL 60067**





**INVOICE**

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INVOICE TO: Erickson Construction LLC  
991 Corporate Boulevard  
Linthicum, MD 21090  
Attn: April Heying

Date: January 26, 2009  
Invoice No: 5036-Final

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REP	TERMS	PROJECT	CONTRACT NO	DATE
jcp	Net 30 days	Sedgebrook Site Work	007	6-10-05

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Description:

Final invoice for retainage at Sedgebrook, Lincolnshire, IL

Revised Contract ..... \$173,252.00

Amount Earned ..... \$173,252.00  
Less Retainage ..... \$0.00-  
Less Payments ..... \$155,926.80-  
Amount Due ..... \$17,325.20

NOTE: Erickson form and G703 form are attached.

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INVOICE AMOUNT ..... \$17,325.20

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EXHIBIT D  
APPLICATION AND CERTIFICATE FOR PAYMENT

To: ERICKSON CONSTRUCTION LLC  
20 Riverside Road  
Lincolnshire, IL 60069  
847-415-2239  
847-415-2426 Fax

Date: 1/26/2009  
Project: 517SW40  
Job: Renaissance Gardens Sitework  
Appl No: Four  
Period To: 1/31/2009

From: GLANDER PAVING CO.  
303 North Eric Drive  
Palatine, IL 60067-2510  
847-358-8810  
847-358-5683 Fax

1. Original Contract Amount	\$163,500.00
2. Change Orders Issued to Date	\$9,752.00
3. Contract Sum to Date (Line 1+2)	\$173,252.00
4. Total Completed & Stored to Date	\$173,252.00
5. Less 10% Retainage	\$0.00
6. Total Earned to Date Less Retainage (Line 4-5)	\$173,252.00
7. Less Previous Requisitions	\$155,926.80
8. Payment Due this Period (Line 6-7)	\$17,325.20

**SUBCONTRACTORS AFFIDAVIT & RELEASE OF LIEN:**  
The undersigned Subcontractor certifies: (i) that the work for which this payment request is being submitted has been completed in accordance with the Contract Documents; (ii) that it has paid its employees, sub-subcontractors, and material suppliers for all work and materials for which Erickson Construction has paid previous requests for payment; (iii) that the amount of this invoice is due; and (iv) that the Subcontractor waives all rights to file a Mechanics lien for all work or materials for which payment is requested pursuant to this payment request.

CONTRACTOR: Glander Paving Co.

By: \_\_\_\_\_ Date: 1/26/2009  
Scott J. Habich, Sec/Treas.

Note: Payment will be made for only those costs which are included as part of the Original Contract amount or for which a Change Order has been issued by Erickson Construction LLC. Please provide a list of any outstanding claims for additional costs or pending extras.

RETAINAGE RELEASE	\$ _____
PROGRESS BILLING	\$ _____
RETAINAGE HELD	\$ _____
TOTAL AMOUNT DUE	\$ _____
PROJECT NUMBER	517SW40
COST CODE #	48400-025103
APPROVED BY	_____
PRIOR WAIVER RECEIVED	_____

Final Payment	Yes	No
Punch List Completed		
Warranty Completed		
Attic Stock Delivered		
O&M (Closeout Book-Del)		
Change Orders Completed		

For Accounting Use Only	
Date Received	_____
Reviewed By	_____

AIA Document G702, APPLICATION AND CERTIFICATE OF PAYMENT, containing

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use column I on contracts where retainage for line items may apply.

Application No: Four  
 Application Date: 1-26-09  
 Period From: 1-1-09  
 Period To: 1-31-09  
 Project No: 51SW40  
 Project Name: Renaissance Gardens Sitework  
 Lincolnshire, IL

A	B	C	D	E	F	G	H	I	J
Item No.	Description of Work	Scheduled Value	Previous Applications	Work in Place	Stored Materials	Total Completed & Stored to Date	%	Balance to Finish	Retainage
1	Base Mix	\$50,000.00	\$50,000.00	\$0.00	\$0.00	\$50,000.00	100%	\$0.00	\$0.00
2	Asphalt Mix	\$46,000.00	\$46,000.00	\$0.00	\$0.00	\$46,000.00	100%	\$0.00	\$0.00
3	Labor Misc.	\$67,500.00	\$67,500.00	\$0.00	\$0.00	\$67,500.00	100%	\$0.00	\$0.00
4	Change #1	\$9,752.00	\$9,752.00	\$0.00	\$0.00	\$9,752.00	100%	\$0.00	\$0.00
5	Change #2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
6	Change #3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
7	Change #4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
8	Change #5	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
9	Change #6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
10	Change #7	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
Total	Total All Work	\$173,252.00	\$173,252.00	\$0.00	\$0.00	\$173,252.00	100%	\$0.00	\$0.00

To Contractor:  
 ERICKSON CONSTRUCTION LLC  
 20 Riverside Drive  
 Lincolnshire, IL 60069  
 847-415-2239  
 847-415-2426 Fax

From Subcontractor:  
 GLANDER PAVING CO. INC.  
 303 North Eric Drive  
 Palatine, IL 60067-2510  
 847-358-8810  
 847-358-5683 Fax

GLANDER PAVING CO.

11/19/2009 5:26 PM

Register: 115 · A/R TRADE

From 11/28/2008 through 11/19/2009

Sorted by: Date, Type, Number/Ref

**GLANDER PAVING CO. INC.**  
**303 North Eric Drive**  
**Palatine, IL 60067-2510**  
**(847) 358-8810**  
**(847) 358-5683 Fax**

<u>Date</u>	<u>Number</u>	<u>Customer</u>	<u>Memo/Description</u>	<u>Qty</u>	<u>Rate</u>	<u>Charge</u>	<u>Paid</u>	<u>Balance</u>
11/28/2008	5452-FIN...	ERICKSON CONS...	SEDGEBROOK RO...			5,770.00		5,770.00



MECHANIC'S LIEN:  
NOTICE

STATE OF ILLINOIS

COUNTY OF **Lake**

GLANDER PAVING COMPANY

**CLAIMANT**

-VS-

Lincolnshire Campus, LLC  
Sedgebrook, Inc.  
Manufacturers and Traders Trust Company, as Bond Trustee  
ERICKSON CONSTRUCTION, LLC

**DEFENDANT(S)**

The claimant, **GLANDER PAVING COMPANY** of Palatine, IL 60067, County of **COOK**, hereby serves a notice for lien against **ERICKSON CONSTRUCTION, LLC**, contractor of 703 Maiden Choice Lane , Baltimore, State of MD and **Lincolnshire Campus, LLC** Chicago, IL 60604-1101 {hereinafter referred to as "owner(s)"} and **Sedgebrook, Inc.** Chicago, IL 60604-1101 **Manufacturers and Traders Trust Company, as Bond Trustee** Buffalo, NY 14203 {hereinafter referred to as "lender(s)"} and states:

That on or about **10/09/2008**, the owner owned the following described land in the County of **Lake**, State of Illinois to wit:

Street Address: **Renaissance Gardens @ Sedgebrook 20 Riverside Road Lincolnshire, IL:**

A/K/A: **Lot 1 and all streets and curbs appended to said lot in Sedgebrook Subdivision, being a subdivision of part of the Southeast 1/4 of Section 22 and of the Southwest 1/4 of Section 23 and of the Northwest 1/4 of Section 26 and of the Northeast 1/4 of Section 27, all in township 43 North, Range 11 East of the Third Principal Meridian in the County of Lake in the State of Illinois**

A/K/A: **TAX # 15-23-302-001; 15-22-406-001**

and **ERICKSON CONSTRUCTION, LLC** was the owner's contractor for the improvement thereof. That on or about **10/09/2008**, said contractor made a subcontract with the claimant to provide **labor and material for paving and asphalt work** for and in said improvement, and that on or about **06/15/2009** the claimant completed thereunder all that was required to be done by said contract.

The following amounts are due on said contract:

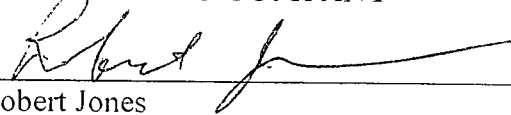
Contract	\$5,770.00
Extras/Change Orders	\$0.00
Credits	\$0.00
Payments	\$0.00

Total Balance Due ..... \$5,770.00

**leaving due, unpaid and owing** to the claimant after allowing all credits, the sum of **Five Thousand Seven Hundred Seventy-and no Tenths (\$5,770.00) Dollars**, for which, with interest, the Claimant claims a lien on said land, beneficial interests, if any, and improvements, and on the moneys or other considerations due or to become due from the owner under said contract.

To the extent permitted by law, all waivers of lien heretofore given by claimant, if any, in order to induce payment not received are hereby revoked. Acceptance of payment by claimant of part, but not all, of the amount claimed due hereunder shall not operate to invalidate this notice.

**GLANDER PAVING COMPANY**

BY:   
Robert Jones  
as Authorized Agent

Prepared By:  
**GLANDER PAVING COMPANY**  
303 N. Eric Drive  
Palatine, IL 60067

# INVOICE



DATE	INVOICE #
11/28/2008	5452-FINAL

INVOICE TO
ERICKSON CONSTRUCTION LLC 20 RIVERSIDE ROAD LINCOLNSHIRE, IL 60069

REP	TERMS	PROJECT	CONTRACT #	CONTRACT DATE
JCP	NET 30 DAYS	SEDEBROOK ROAD WORK 08	PROPOSAL	10-9-08
DESCRIPTION				AMOUNT
CONTRACT WORK FOR SEDGEBROOK ROAD WORK, LINCOLNSHIRE, IL FINAL INVOICE FOR PAVING WORK COMPLETED. \$5,770.00 ORIGINAL CONTRACT \$5,770.00- THIS INVOICE \$0.00 BALANCE TO COMPLETE  \$5,770.00 INVOICE AMOUNT \$577.00- LESS RETAINAGE \$5,193.00 AMOUNT DUE  NOTE: G702 AND G703 FORMS ARE ATTACHED. VERBAL PER JIM RICHARDS--NO CONTRACT OR PURCHASE ORDER ISSUED.				5,770.00

<b>TOTAL</b>	\$5,770.00
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EXHIBT D  
APPLICATION AND CERTIFICATE FOR PAYMENT

To: ERICKSON CONSTRUCTION LLC  
20 Riverside Road  
Lincolnshire, IL 60069  
847-415-2239  
847-415-2426 Fax

Date: 11-28-08  
Project: Sedgebrook Road Work  
Job: Verbal per Jim Richards  
Appl No: One  
Period To: 11-30-08

From: GLANDER PAVING CO.  
303 North Eric Drive  
Palatine, IL 60067-2510  
847-358-8810  
847-358-5683 Fax

1. Original Contract Amount	\$5,770.00
2. Change Orders Issued to Date	\$0.00
3. Contract Sum to Date (Line 1+2)	\$5,770.00
4. Total Completed & Stored to Date	\$5,770.00
5. Less 10% Retainage	\$577.00
6. Total Earned to Date Less Retainage (Line 4-5)	\$5,193.00
7. Less Previous Requisitions	\$0.00
8. Payment Due this Period (Line 6-7)	\$5,193.00

**SUBCONTRACTORS AFFIDAVIT & RELEASE OF LIEN:**

The undersigned Subcontractor certifies: (i) that the work for which this payment request is being submitted has been completed in accordance with the Contract Documents; (ii) that is has paid its employees, sub-subcontractors, and material suppliers for all work and materials for which Erickson Construction has paid previous requests for payment; (iii) that the amount of this invoice is due; and (iv) that the Subcontractor waivers all rights to file a Mechanics lien for all work or materials for which payment is requested pursuant to this payment request.

CONTRACTOR: Glander Paving Co.

By: \_\_\_\_\_  
Jake C. Paloian, V. P. Sales

Date: 11/28/2008

Note: Payment will be made for only those costs which are included as part of the Original Contract amount or for which a Change Order has been issued by Erickson Construction LLC. Please provide a list of any outstanding claims for additional costs or pending extras.

RETAINAGE RELEASE	\$ _____
PROGRESS BILLING	\$ _____
RETAINAGE HELD	\$ _____
TOTAL AMOUNT DUE	\$ _____
PROJECT NUMBER	_____
COST CODE #	_____
APPROVED BY	_____
PRIOR WAIVER RECEIVED	_____

Final Payment	Yes	No
Punch List Completed		
Warranty Completed		
Attic Stock Delivered		
O&M (Closeout Book-Del)		
Change Orders Completed		

For Accounting Use Only	
Date Received	
Reviewed By	



AIA Document G702, APPLICATION AND CERTIFICATE OF PAYMENT, containing Contractor's signed Certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use column I on contracts where retainage for line items may apply.

Application No: One  
 Application Date: 11-28-08  
 Period From: 11-1-08  
 Period To: 11-30-08  
 Project No: Verbal per Jim Richards  
 Project Name: Sedgebrook Road Work  
 Lincolnshire, IL

A	B	C	D	E	F	G	H	I	J
Item No.	Description of Work	Scheduled Value	Previous Applications	Work in Place	Stored Materials	Total Completed & Stored to Date	%	Balance to Finish	Retainage
1		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
2	Asphalt Mix	\$1,200.00	\$0.00	\$1,200.00	\$0.00	\$1,200.00	100%	\$0.00	\$0.00
3	Labor Misc.	\$4,570.00	\$0.00	\$4,570.00	\$0.00	\$4,570.00	100%	\$0.00	\$577.00
4	Change #1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
5	Change #2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
6	Change #3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
7	Change #4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
8	Change #5	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
9	Change #6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
10	Change #7	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
Total	Total All Work	\$5,770.00	\$0.00	\$5,770.00	\$0.00	\$5,770.00	100%	\$0.00	\$577.00

To Contractor:  
 ERICKSON CONSTRUCTION LLC  
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