B 10 (Official Form 10) (12/08)		
UNITED STATES BANKRUPTCY COURT Northern District of	of Texas	PROOF OF CLAIM
Name of Debtor: Erickson Construction, LLC		Case Number: 09-37016-sgj11
NOTE: This form should not be used to make a claim for an administrative exp		
Name of Creditor (the person or other entity to whom the debtor owes money or pro Regional Construction Resources, Inc.		Check this box to indicate that this claim amends a previously filed
Name and address where notices should be sent: c/o Jackson Kelly PLLC 1099 18th Street, Suite 2150 Denver, CO 80202	FILED	claim. Court Claim Number: (If known)
Telephone number: (303) 390-0003	DEC 16 2009	Filed on:
Name and address where payment should be sent (if different from above):	U.S. BANKRUPTCY COURT NORTHERN DISTRICT OF TEXAS	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.
Telephone number:		☐ Check this box if you are the debtor or trustee in this case.
	93,093.35	5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If
If all or part of your claim is secured, complete item 4 below; however, if all of you item 4.	r claim is unsecured, do not complete	any portion of your claim falls in one of the following categories, check the box and state the
If all or part of your claim is entitled to priority, complete item 5.		amount.
Check this box if claim includes interest or other charges in addition to the princi statement of interest or charges.	pal amount of claim. Attach itemized	Specify the priority of the claim. Domestic support obligations under
Basis for Claim: Labor and materials (See instruction #2 on reverse side.)		11 U.S.C. §507(a)(1)(A) or (a)(1)(B).
3. Last four digits of any number by which creditor identifies debtor: 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 rigit		□ 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).
information. Nature of property or right of setoff: Real Estate Motor Vehicle Describe: Mechanic's Lien recorded against property owned by D Value of Property:S Annual Interest Rate % Amount of arrearage and other charges as of time case filed included in sec	ebtor RECEIVED DEC 22 2009	☐ 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).
if any: \$ 693,093.35 Basis for perfection: Mechanic's Lien Amount of Secured Claim: \$ 693,093.35 Amount Unsecured: \$		☐ Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8).
6. Credits: The amount of all payments on this claim has been credited for the purity of the claim. So orders, invoices, itemized statements of running accounts, contracts, judgments, more you may also attach a summary. Attach redacted copies of documents providing e a security interest. You may also attach a summary. (See instruction 7 and definition DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY SCANNING. If the documents are not available, please explain:	uch as promissory notes, purchase ortgages, and security agreements. vidence of perfection of of "reducted" on reverse side.)	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.
Date: Signature: The person filing this claim must sign it. Sign other person authorized to file this claim and state address address above. Aftach seen of power of attorney, if any.	and print name and title, if any, of the co and telephone number if different from t	reditor or he notice Fickson Ret. Comm. L

Michael P. Matthews, Esc., Attories for Creditor, Regional Construction Resources, Inc.

Erickson Ret. Comm. LLC

INSTRUCTIONS FOR PROOF OF CLAIM FORM

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

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

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

Creditor's Name and Address:

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

1. Amount of Claim as of Date Case Filed:

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

2. Basis for Claim:

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

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

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

3a. Debtor May Have Scheduled Account As:

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

4. Secured Claim:

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

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

6. Credits:

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

7. Documents:

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

Date and Signature:

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

DEFINITIONS

Debtor

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

Creditor

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

Claim

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

Proof of Claim

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

Secured Claim Under 11 U.S.C. §506(a)

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

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

Unsecured Claim

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

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

Redacted

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

Evidence of Perfection

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

INFORMATION

Acknowledgment of Filing of Claim

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

Offers to Purchase a Claim

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

Regional Construction Resources, Inc. Proof of Claim Exhibit List

Exhibit A	Interest Calculation
Exhibit B	Regional Construction Resources, Inc.'s Mechanic's Lien
Exhibit C	Documents supporting claim for outstanding invoices for Elevated Pedestrian Walkway
Exhibit D	Documents supporting claim for outstanding invoices for Wind Crest Community Building 2.2
Exhibit E	Documents supporting claim for outstanding invoices for Wind Crest Community Building 2.1
Exhibit F	Documents supporting claim for outstanding invoices for Wind Crest Community Building 2.0

Regoinal Construction Resources, Inc. Interest Calculation through October 19, 2009

					Number of days		Interest at	<u>Total</u>
	2	Outstanding	Date of		<u>of</u>	12	2% through	<u>Principal</u>
<u>Property</u>		<u>balance</u>	<u>Invoice</u>	Payment due	interest		10/19/09	Plus Interest
Elevated Pedestrial	\$	72,276.00	03/23/2009	05/20/2009	152	\$	3,611.82	\$ 75,887.82
Walkway	\$	72,276.00				\$	3,611.82	\$ 75,887.82
Wind Crest	\$	98,637.00	01/15/2009	02/20/2009	241	\$	7,815.29	\$ 106,452.29
Community Building	\$	42,100.00	04/09/2009	05/20/2009	152	\$	2,103.85	\$ 44,203.85
2.0	\$	140,737.00				\$	9,919.14	\$ 150,656.14
Wind Crest	\$	91,681.00	04/15/2009	05/20/2009	152	\$	4,581.54	\$ 96,262.54
Community Building	\$	13,870.00	04/30/2009	06/20/2009	121	\$	551.76	\$ 14,421.76
2.1	\$	105,551.00				\$	5,133.30	\$ 110,684.30
Wind Crest	\$	225,624.00	03/23/2009	05/20/2009	152	\$	11,275.02	\$236,899.02
Community Building	\$	106,466.00	04/15/2009	05/20/2009	152	\$	5,320.38	\$111,786.38
2.2	\$	6,905.00	04/30/2009	06/20/2009	121	\$	274.69	\$ 7,179.69
	\$	338,995.00	-72			\$	16,870.09	\$ 355,865.09
TOTALS	\$	657,559.00				\$	35,534.35	\$ 693,093.35



3/16-

STATEMENT OF LIEN

In accordance with Article 22 of Time 38 of the Colorado Revised Statutes,

Richard Joseph & Company

makes the following statement of lien:

FIRST: That the name of the owner or reputed owner of such property to be charged with the lien is: Solvris Property Owner, LLC, 2211 North Frontage Road, Suite A, Vail, CO #1657.

SECOND: That the name and mailing address of the person claiming the lien is Richard Joseph & Company, 910 Greg Street, Sparks, NV 89431.

a subcontractor.

That the name of the person who furnished the laborers or material or performed the labor or services, or supplied the machinery, tools or equipment for which said lien is claimed is Richard Joseph & Company. That the name of the principal contractor is Solaris Property Owner, LLC, 2211 N. Frontage Road, Suite A, Vail, CO 81657.

THIRD: That the property to be charged with such lien is described as follows:

Subdivision: VAIL VILLAGE FILING 1, Block: P, Lot 5-D, TRACT C PART OF PART OF BK-0240 PG-0054, BK-0527 PG-0298 PTD 04-20-90, BK-0536 PG-0111 BSD 08-02-90, R200715014 ORD 05-23-07, R200721911 SWD 08-07-07, R200811070 EAS 05-28-08

AND

Subdivision: VAIL VILLAG!: FILING 1 Block: 5D Lot: P PART OF R200722886 NOT 08-28-07 R200811070 EAS 05-28-08

also known by street number 141 3. Meadow Drive, Vail, CO 81657 and 143 E. Meadow Drive, Vail, CO 81657 situate in the County of Eagle, State of Colorado. That the said lien is held for and on account of Richard Joseph & Company for labor performed and materials furnished.

FOURTH. That the amount of indebtedness due or owing the claimant for which said lien is claimed, for laborers or material furnished, labor and services performed, machinery, tools and equipment supplied is \$1,116.476.32, together with interest thereon at the legal rate.

RICHARD JOSEPH & COMPANY

Rick M. Joseph, Jr President

STATE OF Wooda
COUNTY OF Washoc

I, Rick M. Joseph, Jr., being of lawful age and being first duly sworn upon oath, do say that I am the President for claimant herein named; that I have read the within statement of lien and abstract of indebtedness and know the contents thereof; and that the same is true and correct, to the best of my knowledge, information and belief, and is made on behalf of the claimant.

Rick M. Joseph Jr.

Subscribed and sworn to before me in the County of whe State of Nouve this bth day of October.

My commission expires: 8-25-2012

Witness my hand and official seal.

MARY BAILEY
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 04-93113-2 - Expires August 25, 2012

lotary Public

EXHIBIT

NOTICE OF INTENT TO FILE A LIEN STATEMENT

TO THE OWNER AND TO THE PRINCIPAL CONTRACTOR:

Take Notice that the Lien Claimant set forth on the Statement of Lien contained on the reverse of this Notice claims a Mechanic's Lien for laborers or material or equipment supplied to, or labor performed on, the project situate upon the real property described on said Statement of Lien, for the amount stated. If payment is not made within ten (10) days, the Claimant intends to record said Statement of Lien in the County wherein the real property is located. This notice is given pursuant to Section 38-22-109(3) C.R.S. Rick M. Joseph, H Richard Joseph & Company 910 Greg Street Sparks, NV 89431 AFFIDAVIT OF SERVICE OR MAILING - OWNER STATE OF COLORADO CITY AND COUNTY OF DENVER The undersigned, being of lawful age and being first duly sworn upon oath, deposes and says that this Notice of Intent to File a Lien Statement was mailed by fully prepaid certified mail, return receipt requested, to the last known address of the owner or reputed owner or his agent, as follows: Solaris Property Owner, LLC, 2211 North Frontage Road, Suite A, Vail, CO 81657 on the Otto day of October, 2009. Subscribed and sworn to before me in the City and County of Denver, State of Colorado, this 2009, day of October, 2009. My commission expires: WEINA: MOWEE Pod official NOTARY PUBLIC STATE OF COLORADO AFFIDAVIT OF SERVICE OR MAILING - CONTRACTOR STATE OF COLORADO CITY AND COUNTY OF DENVER

The undersigned, being of lawful age and being first duly sworn upon oath, deposes and says that this Notice of Intent to File a Lien Statement was mailed by fully prepaid certified mail, return receipt requested, to the last known address of the principal or prime contractor or his agent, as follows: Solaris Property Owner, LLC, 2211 North Frontage Road, Suite A, Vail, CO 81657 on the CO 31657 o

Subscribed and sworn to before me in the City and County of Denver, State of Colorado, this 27 day of October, 2009. My commission expires: 0) **93/2010**

ENA MOWER

STATE OF COLORADO

Complision Apples - AFFIDAVIT OF SERVICE OR MAILING PRIOR TO FILING LIEN STATEMENT

AFFIDAVIT OF SERVICE OR MAILING PRIOR TO FILING LIEN STATEMENT

STATE OF COLORADO

CITY AND COUNTY OF DENVER

My Commission Expires 04/04/2013

The undersigned, being of lawful age and being first duly sworn, deposes and says that this Notice of Intent to File a Lien Statement was served pursuant to Section 38-22-109(3) C.R.S., as evidenced by the Affidavits of Service or Mailing, at least ten (10) days before the time of filing the Lien Statement with the County Clerk and Recorder.

	Auch link
Subscribed and sworn to before me in the City and County o 2009. My commission expires: $\frac{(G_{ij} + G_{ij} + G_{ij})}{(G_{ij} + G_{ij} + G_{ij})}$	f Denver, State of Colorado, this X day of (Const.),
Witness my hand and official seal.	Notary Public
NOTARY	
A PUBLIC OF	
OF COLUMN	

Erickson Construction, LLC

Project:

Elevated Pedestrian Walkway

Project Address:

Mill Visa Rd

Highlands Ranch, CO 80129

RCRI Project # 759

- Materials Contract
- Invoices

0	March 23, 2009	\$72,276.00
0	December 19, 2008	\$306,960.00
0	December 10, 2008	\$39,000.00
0	November 12, 2008	\$5,000.00

• Partial Lien Waver

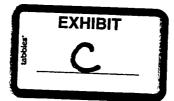
0	January 23, 2009	\$44,000.00
0	February 24, 2008	\$306,960.00

> Account Summary

Contract amount \$432,093.20 Change Orders \$0.00 Contract sum to Date \$432,696.00

Invoiced \$423,236.00 Paid to date \$350,960.00

Balance outstanding \$72,276.00



Subcontractor: Regional Construction Resources, Inc.
Cost Code: 554BR10 48700-051000

MATERIALS CONTRACT

This Materials Contract is made as of the 13 day of November, 2008 by and between Erickson Construction, LLC (the "Contractor"), whose mailing address is 701 Maiden Choice Lane, Catonsville, Maryland 21228 and Regional Construction Resources, Inc. (the "Supplier"), whose mailing address is 5600 NW Central, Suite 100, , Houston, TX, 77092, PHONE: (713) 789-5131, FAX: (713) 789-575, for work to be done on the Project known as the Wind Crest Enclosed Pedestrian Walkway located at 3003A Mill Vista Highlands Ranch, CO 80129, located in Highlands Ranch, CO (the "Site").

In consideration of the mutual covenants set forth herein, Contractor and Supplier agree as set forth below:

1. THE GOODS

The Supplier agrees to furnish: Structural Steel (Equip)

2. THE MATERIALS CONTRACT PRICE

The Contractor shall pay to the Supplier for delivery of the Goods the following Contract Price:

Cost of Goods:

\$420,093.20

Unit prices:

See Exhibit G

Sales Tax:

3 000%

\$12,602.80

A total dollar amount of:

\$432,696.00

Cost Code:

554BR10 48700-051000

All sales and/or use tax payable in connection with this transaction is included in the Contract Price. The sales tax registration form attached to this Materials Contract Agreement (Exhibit C) must be completed and returned prior to any payments being made for this material.

3. BONDS

Contractor will require a payment and performance bond for all Material Contracts over \$500,000. All bonds must be in the AIA 312 format or equal. Cost of bond is on bonding company's invoice at standard rates. Supplier must include the names of the Owner and Lender on all bonds as a dual oblige. Subcontractor can provide this information through a dual oblige rider. Two original copies of all bonds are required and should be forwarded to the Corporate Office located at 991 Corporate Boulevard, Linthicum, MD 21090.

Unless waived by Contractor in this Subsection, prior to the commencement of the Work, Subcontractor shall pay for and deliver to Owner acceptable, statutory payment and performance bonds in the full amount of the Material Contract sum issued by a surety acceptable to Owner.

4. ADDITIONAL GOODS

The Supplier understands and agrees this Agreement also includes the furnishing of the below listed items at the above price, regardless of whether or not they are shown in the Drawings and Specification as shown on Exhibit A attached hereto:

5. SCHEDULE

The Supplier acknowledges and agrees that time is of the essence for all provisions of this Agreement. To this end Supplier agrees to the following dates with regard to all submissions required by the Plans and Specifications:

- a. Revise and resubmit all items within a maximum of seven (7) days after being returned for correction.
- b. The following code numbers shall be on all submissions:

Cost Code: 554BR10 48700-051000

c. Supplier will coordinate and submit to the Contractor within two (2) weeks after execution of this Materials Contract a coordinated and detailed construction schedule to include the following:

EC: ____Sub:

Subcontractor: Regional Construction Resources, Inc. Cost Code: 554BR10 48700-051000

 Fabrication schedule showing overall lead times for the production of each material included within the Material Contract.

- 2. Delivery schedule for each component included within this Materials Contract.
- d. Supplier agrees to deliver material(s) to the site as directed by the Contractor. Supplier agrees to use licensed trucking companies that are fully insured in accordance with all state and federal mandated rules and regulations for all deliveries. Unsafe or unlicensed delivery vehicles will not be permitted to enter the site.

6. PAYMENT

Payment Terms: Invoicing, after delivery to Site and acceptance of material, to be submitted not later than the 20th of each calendar month. Provided invoices are received by such date, payment will be <u>DUE</u> on the 20th day of the following month. Detailed instructions are included in the Exhibit B "General Provisions" under item #9.

SUPPLIER SHALL SUBMIT ALL INVOICES FOR PAYMENT PROCESSING TO: ERICKSON CONSTRUCTION, LLC, ATTENTION: PROJECT MANAGER, 3003A Mill Vista, Highlands Ranch, CO 80129.

7. RELEASE

- 7.1. Supplier agrees to deliver to Contractor an executed ACKNOWLEDGEMENT OF PROGRESS PAYMENT (Exhibit D) and RELEASE OF LIENS AND CLAIMS (Exhibit E Partial or Exhibit F Final) before payment for any supplies, in the form attached hereto.
- 7.2. Supplier and any persons acting through or under Supplier shall not file or maintain any mechanics' claims or liens against the Project, or the building thereof, or the lot of ground appurtenant thereto, for or on account of any Work done or materials furnished by this Supplier and/or any such person or persons as aforesaid.
- 7.3. To the fullest extent permitted by applicable law, Supplier, for and on behalf of Supplier and all other persons acting through or under Supplier, hereby expressly waives and relinquishes the right to have, file, or maintain any mechanics' claims or lien against the Project, the buildings thereof, and the lot of ground appurtenant thereto, or any of them, which waiver shall be and hereby is made an independent covenant and shall operate and be effective also with respect to Work and labor done and materials furnished under any supplemental agreement between Contractor and Supplier, or any agreement for extra Work done, performed, furnished or supplied in and about the Project, although not therein referred to as Work and labor performed and materials furnished under this Contract.
- 7.4. Supplier, when required by Contractor as a condition precedent to the making of any payment hereunder, shall furnish to the Contractor a full and complete release and discharge, in a form satisfactory to Contractor and Owner, of all liens, claims, and demands arising out of or relating to any and all materials furnished, Work done, and equipment used in connection therewith (see Exhibit E & F attached hereto). Furthermore, if, prior to final payment, the Contractor, Owner, or any party providing financing for the Project requests a release of liens from Supplier or anyone acting through or under Supplier, Supplier shall execute and deliver such release of liens in a form (see Exhibit F attached hereto) satisfactory to Contractor, Owner or such other party.
- 7.5. If any Supplier or other person working under Supplier files a mechanics' lien or claim or notice of intention or right to file a lien for or on account of work, labor, services, materials, equipment or other items furnished under or in connection with this Agreement, Supplier agrees to discharge or remove such lien, claim or notice at its own expense by bond, payment or otherwise within twenty (20) calendar days from the date of the filing thereof, and upon its failure to do so, Contractor or Owner shall have the right to cause any such lien or claim, notice of intention or stop notice to be removed or discharged by whatever means Contractor or Owner chooses, at the sole cost and expense of Supplier (such costs and expenses to include legal fees and disbursements). Supplier agrees to hold harmless and indemnify Contractor and Owner from and against any and all losses, claims or other filings, and actions brought or judgments rendered thereon, and from and against any and all losses, damages, liabilities, costs and expenses, including legal fees and disbursements, which Contractor or Owner may sustain in connection therewith.

8. SUBORDINATION

8.1. Supplier shall and hereby does subordinate any and all liens, rights and interests owned, claimed, or held by Supplier in and to any part of the Goods or land on which the Goods are located, to the lien or liens securing payment of sums now or hereafter borrowed by Contractor or Owner in connection with construction of the Project. Supplier shall execute such evidence of the subordination as Contractor's or Owner's lender(s) may require.

Subcontractor: Regional Construction Resources, Inc.

Cost Code: 554BR10 48700-051000

8.2. Supplier shall and hereby agrees to include in every subcontract relating to the Goods to which it is a party, and shall require the inclusion in each lower tier subcontract, provisions that the person or entity performing labor or furnishing materials pursuant to such subcontract agrees to subordinate any mechanic's or material men's lien or liens securing payment of sums now or hereafter borrowed by Contractor or Owner in connection with the construction of the Project.

9. WAIVER OF SUBROGATION

a. The Contractor and Supplier waive all rights against (1) each other and any of their suppliers, subcontractors, subsubcontractors, agents, employees, officers, members and directors, each of the other, and (2) the Owner, Developer, Operator, and any of their Subcontractors, sub-subcontractors, suppliers, agents, employees, officers, members and directors, for damages caused by fire of other perils to the extent covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as fiduciary. The Subcontractor shall require of the Subcontractor's subsubcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

10. THE MATERIALS CONTRACT DOCUMENTS

The Materials Contract Documents consist of the following:

- This Contract
- Drawings & Specification (Exhibit A)
- General Provisions (Exhibit B)
- Sales Tax Form (Exhibit C)
- Application for Payment (Exhibit D)
- Instructions for Exhibit D (Exhibit D1)
- Partial Release of Liens (Exhibit E)
- Instructions for Exhibit E & F (Exhibit E1-F1)
- Final Release of Liens (Exhibit F)
- Scope of Work & Unit Price Schedule (Exhibit G)

11. MISCELLANEOUS

- 11.1 Supplier may not assign this Materials contract to any person or entity without Contractor's prior written consent.
- 11.2. Duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available at law or in equity.
- 11.3. Supplier agrees to indemnify and save Contractor, Owner, Owner's agents, Developer, operator, their respective parent and subsidiaries and their respective agents, officers, employees, members and directors harmless from, and defend at its own expense, any and all claims, suits, losses, damages, or expenses in any manner connected with the materials furnished by the Supplier under this Contract or caused or occasioned in whole or in part by reason of the presence of the person or property of Supplier, its employees, agents, or suppliers, except with such claims or suits arise out of the sole negligence of Contractor.
- 11.4. Supplier shall defend, indemnify, and save Contractor, Owner, Owner's agents, Developer, operator, their respective parent and subsidiaries and their respective agents, officers, employees, members and directors harmless from, and defend at its own expense, any and all claims by the employees of Supplier, its vendors, or its agents, when such claims shall have been incurred, or alleged to have occurred from an unsafe place to work or such similar type of complaint.

Subcontractor: Regional Construction Resources, Inc. Cost Code: 554BR10 48700-051000

- 11.5. Supplier shall pay all expenses, costs, and attorney's fees incurred by Contractor, Owner, Owner's agents,
 Developer, operator, their respective parent and subsidiaries and their respective agents, officers, employees,
 members and directors in the enforcement of this Contract, of any bond furnished in connection herewith, or for the
 prosecution or defense of any claim as defined herein.
- Supplier shall indemnify, defend, and hold harmless Contractor, including but not limited to attorneys fees and costs, to the fullest extent and under no circumstances to a lesser extent than Contractor has indemnified Owner and others with respect to Supplier's Work (including without limitation, Supplier's performance of its Work) under the Contract Documents.

IN WITNESS WHEREOF, the parties have set forth their hand and seal below.

WITNESSES: 12/18/08	CONTRACTOR: ERICKSON CONSTRUCTION, LLC.
DATE:	BY: David Tague
	TITLE: Vice President of Construction
	SUPPLIER: Regional Construction Resources, Inc.
11-14-2008	5 mo /
DATE:	BY: Sergio Luciani
	TITLE: Owner

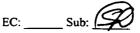
EXHIBIT "A" Contract Documents

Drawing Number	Description	<u>Date</u>
39.00	Cover Sheet	07/22/2008
39.00A	EPW	07/22/2008
39.01	EPW Plans	07/22/2008
39.02	EPW Plans	07/22/2008
39.03	EPW Plans	07/22/2008
39.04A	EPW Elevation	07/22/2008
39.04B	EPW Section	07/22/2008
39.05	EPW	07/22/2008
40.01	EPW Plans	07/22/2008
41.01	EPW Plans	07/22/2008
42.01	EPW Plans	07/22/2008
45.01	EPW Finish Schedule	07/22/2008
49.01	EPW	07/22/2008
60.01	EPW Plans	07/22/2008
60.02	EPW Plans	07/22/2008
60.03	EPW Plans	07/22/2008
60.04	EPW Elevations	07/22/2008
61.01A	EPW Special Inspections	07/22/2008
61.02A	EPW General Notes & Typ. Pier Detail	07/22/2008
63.01	EPW Sections & Details	07/22/2008
63.02	EPW Sections & Details	07/22/2008
63.03	EPW Sections & Details	07/22/2008
70-80.01	EPW Mechanical/Plumbing	07/22/2008
70.00/80.00	EPW Mechanical & Plumbing	07/22/2008
90.00	EPW Electrical	07/22/2008
90.01	EPW Electrical	07/22/2008

S-h: Regional Construction Resources, Inc. Cost Code: 554BR10 - 48700-051000

EXHIBIT "B" General Provisions

- The Supplier shall replace or, if approved by the Architect, Owner and/or Contractor repair any defective work, cracked, chipped
 or damaged materials. Supplier will be responsible for all associated costs if the damage occurs at the fabrication plant or during
 transportation to the jobsite. Supplier agrees to promptly provide all replacement materials at no additional cost to the Owner,
 Architect or Contractor and repeat tests as necessary until all work is proven satisfactory. Retesting cost shall be the
 responsibility of the Supplier should the Owner elect.
- 2. Supplier 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 Supplier's work. Any vehicle parked on or adjacent to the site without Contractor's permission is subject to removal at the Supplier's expense.
- 3. The Supplier understands the project site is in an urban location and that only a limited amount of on site material staging will be permitted. It is the responsibility of each Subcontractor and Supplier to coordinate all on site staging with the Contractor's Superintendent. All material deliveries must be coordinated at least forty-eight (48) hours in advance. This Supplier understands that the limited space also applies to the use of site trailers and/or field offices and permission must be obtained by Project Superintendent.
- 4. It is agreed and understood that all communications to the Architect or Engineer or Owner or Leasing Agent or other Subcontractor's and Supplier's, or any representative of the above, whether written or verbal, shall be through the Contractor unless specific permission is granted by the Contractor for a direct communication, and any communications not so conducted shall neither be binding or enforceable on any party. Further, any communication with any of the above parties conducted with permission of the Contractor shall be documented and summarized in writing by the Supplier within 24 hours of the communication, noting parties involved, subjects discussed, conclusions reached, and all other pertinent information, and shall be immediately distributed to the Contractor and all parties involved. If such communication in any way affects the Work of other Subcontractors or Suppliers this Supplier shall be liable for all costs involved unless specifically authorized otherwise by the Contractor in writing.
- 5. Backcharges to the Contractor or to other Subcontractors on the project, for which this Supplier fees are not included with the Materials Contract, must be brought to the attention of the Contractor, in writing, with ten (10) days of the initial occurrence and must be submitted for payment with all required back-up with twenty (20) days of the occurrence. Any event for which Supplier has not so notified and submitted shall not entitle Supplier to on-going Backcharges, these Backcharges must initially be submitted as noted above, and thereafter on a bi-weekly basis. Any Backcharges to be brought against this Supplier by either the Contractor or another Subcontractor or Supplier shall be forwarded in written notification not more than twenty (20) days from initial occurrence and submitted with proper back up for payment with thirty (30) days or shall be otherwise null and void. Subcontractors and Suppliers are encouraged to work out minor disputes between each other, but Contractor shall not be responsible for the enforcement, or collection of any sums, or any agreements between Subcontractors and/or Suppliers for which a written agreement was not prepared and signed by all parties.
- 6. 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 schematically indicated in the Contract Documents, must be maintained throughout.
- 7. The 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 in accordance with the terms of the Contract Documents, and the costs for labor and materials shall be at prevailing rates in the Project area.
- 8. With thirty (30) days of the execution of the Materials Contract, Supplier shall submit for approval of the Contractor, a complete schedule of values breakdown of the Materials Contract amount. The schedule of values breakdown shall be in the form similar to the AIA. G703 format. When approved, the schedule shall be used to apply for monthly (and final) progress payments. All sums shall have amounts rounded off up or down to the nearest whole dollar except final payment.
- 9. Progress payment applications shall be prepared and submitted to the Contractor on or before the 20th of the month for payment by the 20th of the following month.



Cost Code: 554BR10 – 48700-051000

- 10. Notwithstanding any other provision contained in this Materials Contract and superseding ay contrary term expressed herein, Supplier agrees that if in the event on any picket, strike, work stoppage, or other form of labor dispute at the jobsite, whether that dispute or picket is in connection with the Owner, the Contractor, the Supplier or any other subcontractor or separate contractor on the jobsite, Supplier will continue to perform the Supplier's work required herein, with interruption on delay, because of such picket or other form of labor dispute, the Contractor may terminate services or the Supplier after giving twenty-four (24) hours written notice and an intent to do so, or the contractor may invoke any of the rights and remedies set forth in this Materials Contract. Additionally, should the Supplier be party to one or more labor agreements he shall, with 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. It is contemplated hereby the Supplier shall, if necessary, utilize to the fullest extent possible all contractual provisions contained in Supplier's labor agreement which allow for the hiring of replacement employees, should the hiring of the Supplier be unable or unwilling to meet the need of the Supplier.
- 11. The Supplier shall cooperate with the Contractor and other Suppliers and Subcontractors whose work might interface with Supplier's work, and shall participate in the preparation or coordination drawings in areas of congestion, specifically noting and advising the Contractor on any such interferences.
- 12. Payments made on account of materials or equipment not in place but delivered and suitably stored, when agreed upon in advance in writing by the Owner. Such materials or equipment (Stored Materials) may be at the Property or at any other location agreed upon in advance in writing by the Owner.
- 13. Beyond Stored Materials, Owner will not advance progress payments for Supplier engineering, shop drawing preparation, or insurance costs, all of which are incidental to the award of the Materials Contract and the subsequent performance of the work: however, Supplier may include such costs (limited to a maximum of two (2%) percent of the materials contract amount) in its initial payment request which will be paid after commencement of work by Supplier. In the event Supplier has purchased a performance and payment bond, owner will advance progress payment for the cost of same upon request and upon receipt of a copy of the invoice for the premium.

EC: Sub

S h: Regional Construction Resources, Inc. Cost Code: 554BR10 - 48700-051000

EXHIBIT "C" Sales Tax Form

Subcontra	actor / Supplier Name:	Regional Construction Resources, Inc.
	5600 NW Central, Suite 100, Houston, TX, 77092	
Job No.	554BR10	
Purchase (Order Number: 02	
Is license	d to do business in the State o	of CO, sales tax registration number is 28-45379-000
Will remit	all sales tax on the taxable its	ns in the Purchase Order to the State of CO on a timely reporting basis.
Signed:	Svi. K	Date: 01/10/09
Title:	President	·
		*****-OR-****
Is not licen	sed to do business in the Stat	e of CO and will not include sales tax on any invoices.
Signed:	·	Date:
Title:		

Cost Code: 554BR10 - 48700-051000

Exhibit "D.1" Instructions for "Exhibit D"

Subcontractors/Suppliers shall submit attached Application and Certificate for Payment (Exhibit D) for payment processing to:

ERICKSON CONSTRUCTION, L.L.C. 3003A Mill Vista Highlands Ranch, CO, 80129

ATTN: Project Manager, Matt Ferguson

Your application for payment, using the attached Application and Certificate for Payment (Exhibit D) form, must be fully completed, and must be in our office at the above address no later than the 20th of the month.

If your Application and Certificate for Payment is not fully completed and received in our office, at the above address by the 20th of the month, your payment will be delayed until the following months payment cycle.

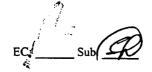
EC: Sub:

S.:h: Regional Construction Resources, Inc. Cost Code: 554BR10 - 48700-051000

EXHIBIT "D"

APPLICATION AND CERTIFICATE FOR PAYMENT

FROM:	Regional Construction Resources, Inc.	DATE: PROJECT NO.: JOB: APPLICANT NO. PERIOD TO:	554BR10 Enclosed Pedestrian Walkway
1. Origina	al Contract Amount	\$	
2. Change	Orders Issued to Date (Thru C.O. #)	\$	
3. Contrac	ct Sum to Date (Line 1+2)	\$	· · · · · · · · · · · · · · · · · · ·
4. Total C	ompleted & Stored to Date	\$	
5. Less Re	tainage (%)	<u> </u>	
6. Total E	arned to Date Less Retainage (Line 4-5)	\$	
7. Less Pre	evious Requisitions	<u> </u>	
8. Paymen	t Due This Period (Line 6-7)	\$	
Note: Pa	Officer, General Partner, or only those costs which hange Order has been issued by Erickson Considitional costs or pending extras.	h are included as part of the Origin	al Contract amount or for which a
NOTES:		TO BE COMPLETED	BY PROJECT MANAGER
		RETAINAGE RELEASE	\$
		PROGRESS BILLING	\$
		RETAINAGE HELD	\$
		TOTAL AMOUNT DUE	\$
		PROJECT NUMBER	554BR10
		COST CODE #	48700-051000
		APPROVED BY	
		APPROVED DATE	
NCH LIST O	FINAL PAYMENT COMPLETED YES NO	FOR ACCOUN	ITING USE ONLY
ARRANTY (COMPLETED YES NO DELIVERED YES NO	DATE RECEIVED	THIS GOD OTHER
M (CLOSE	OUT BOOK -DEL) ERS COMPLETED TES NO YES NO	REVIEWED BY	



S::h: Regional Construction Resources, Inc. Cost Code: 554BR10 - 48700-051000

EXHIBIT "E1" & "F1" Instructions for Exhibits E & F

Subcontractors/Suppliers shall submit attached Partial Release of Liens (Exhibit E) and Final Release of Liens (Exhibit F) for payment processing to:

ERICKSON CONSTRUCTION, L.L.C.
Corporate Office
991 Corporate Blvd
Linthicum Heights, Maryland 21090
Attn: Contract Administrator

EXHIBIT E - PARTIAL RELEASE OF LIENS

The attached Partial Release of Liens (Exhibit E) form must be fully completed, properly executed by a authorized Corporate Officer or Owner/ Proprietor with Original Signatures, Notarized, and must be in our office at the above address no later than the last day of the month.

If your Partial Release of Liens (Exhibit E) is not fully executed and received on a timely basis, i.e. no later than the last day of the month, previous payment not covered by a current waiver of lien will be deducted from your expected payment.

EXHIBIT F - FINAL RELEASE OF LIENS

The attached Final Release of Liens (Exhibit F) form must be fully completed, properly executed by a authorized Corporate Officer or Owner/Proprietary with original signatures, Notarized, and must be in our office at the above address no later than the last day of the month or at issuance of Final Payment.

No Final Payments will be issued until Final Release of Liens is in hand.

EC: ___ Sub

EXHIBIT "E"

Partial Lien Waiver

To Whom It May Concern: WHEREAS the undersigned has been employed by	deration, the receip ight to, lien, under ents thereon, and on Owner, on account scribed premises.
WHEREAS the undersigned has been employed by	deration, the receip ight to, lien, under ents thereon, and on Owner, on account scribed premises.
THE undersigned, for and in consideration of	deration, the receip ight to, lien, under ents thereon, and on Owner, on account scribed premises.
THE undersigned, for and in consideration of	deration, the receip ight to, lien, under ents thereon, and or Owner, on accour scribed premises.
which is nereby acknowledged, do(es), to the fullest extent permitted by law, hereby waive and release and all lien or claim of, or rig statutes of the State of Colorado, relating to mechanics' liens, with respect to and on said above-described premises, and the improvement material, fixtures, apparatus or machinery furnished, and on the money, funds or other considerations, due or to become due from the Clabor services, material, fixtures, apparatus or machinery, heretofore furnished, to this date only, by the undersigned for the above-described premises, apparatus or machinery, heretofore furnished, to this date only, by the undersigned for the above-described premises, apparatus or machinery, heretofore furnished, to this date only, by the undersigned for the above-described premises, and the improvement material, fixtures, apparatus or machinery, heretofore furnished, to this date only, by the undersigned for the above-described premises, and the improvement material, fixtures, apparatus or machinery, heretofore furnished, to this date only, by the undersigned for the above-described premises, and the improvement material, fixtures, apparatus or machinery furnished, and on the money, funds or other considerations, due or to become due from the Company furnished, and on the money, funds or other considerations, due or to become due from the Company furnished, to this date only, by the undersigned for the above-described premises, and the improvement material, fixtures, apparatus or machinery furnished, and on the money, funds or other considerations, due or to become due from the Company furnished, and on the money, funds or other considerations, due or to become due from the Company furnished, and on the money, funds or other considerations, due or to become due from the Company furnished, and on the money, funds or other considerations, due or to become due from the Company furnished.	ght to, lien, under ents thereon, and on Owner, on account escribed premises.
COMPANY: ADDRESS: SIGNATURE AND TITLE: Note: All waivers must be for the full amount paid. If a wavier is for a corporation, corporate name should be used, the title of officer size set forth; if waiver is for a partnership, the partnership name should sign and designate him/herself as a partner. CONTRACTOR'S AFFIDAVIT	
Note: All waivers must be for the full amount paid. If a wavier is for a corporation, corporate name should be used, the title of officer size set forth; if waiver is for a partnership, the partnership name should sign and designate him/herself as a partner. CONTRACTOR'S AFFIDAVIT	signing waiver sho
Note: All waivers must be for the full amount paid. If a wavier is for a corporation, corporate name should be used, the title of officer size set forth; if waiver is for a partnership, the partnership name should sign and designate him/herself as a partner. CONTRACTOR'S AFFIDAVIT	signing waiver sho
CONTRACTOR'S AFFIDAVIT	signing waiver sho
'o Whom It May Concern:	
o whom it may Concern:	
HE undersigned, being duly sworn, denoses and says that he is	· · · · · · · · · · · · · · · · · · ·
HE undersigned, being duly sworn, deposes and says that he is of the ho is the contractor for the work on the building located at	name of compa herwo
on which he has received payment of \$	nd all parties has
	·
TAL LABOR AND MATERIAL TO COMPLETE	
t there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor of	or other work of a
to to be done upon or in connection with said work other than above stated.	
of the done upon of in connection with said work other than above stated.	
ted this day of, 200 Signature:	
or to be done upon or in connection with said work other than above stated. sed this day of, 200 Signature:	

S-h: Regional Construction Resources, Inc. Cost Code: 554BR10 - 48700-051000

EXHIBIT "F"

Final Lien Waiver

STATE OF COLOR	,				
COUNTY OF DOL	JGLAS)) SS			
To Whom It May Co	oncem:				
WHEREAS the und	ersigned has been employ of which	ed by	to furn	ish	_ for the premises kno
			is the Owner,		
mechanics' liens, with furnished, and on the machinery, heretofor	h respect to and on said a money, funds or other co e furnished, or which ma	waive and release and all lien or bove-described premises, and to insiderations, due or to become aybe furnished at any time here	r claim of, or right to, lien, u he improvements thereon, a due from the Owner, on acc after, by the undersigned fo	nder the statutes of the Stat nd on the material, fixtures ount of labor services, mate or the above-described prer	e of Colorado, relatir , apparatus or machi
DATED:		COMPANY:			
SIGNATURE AND	TTTLE:	COMPANY:ADDRESS:			
Note: All waivers mu	st be for the full amount	paid. If a wavier is for a corpor	ation, corporate name shou	ld be used, the title of office	er signing waiver sho
oc set form, if watver	is for a partnership, the	partnership name should sign a	nd designate him/herself a	s a partner.	
		CONTRACTOR'S AFFIDAVI	Т		
o Whom It May Con	cem·				
o whom it may con	can.	•			
HE undersigned, beir	ng duly sworn, deposes a	nd says that he is	ofthe		
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he undersigned, for	and in consideration and other good and valua faction. Furthermore, to statutes of the State of Co goods, apparatus or mac dersigned, for the Premis WHAT FOR MATERIAL TO COMMITTANTE FOR STATE OF SAID WORK OUTS OF INCOMPLETE OF THE SAID WORK OUTS OF THE SAID WORK	and upon payment in seve able consideration, does hereby to the extent permitted by law, to OLORADO, relating to the me hinery furnished, on account of ses, without prejudice to assert CONTRACT PRICE APLETE standing, and that there is nothed work other than above stated	n business day, of the certify that the work referre the undersigned, does hereb chanics' and/or materialme labor, services, materials, for any right of lien as to future the company of the company of the company of the company of the certification of the certi	sum of d to on the reverse side has y waive and release any and n's liens, with respect to an ixtures, goods, apparatus or re delivery, performance of THIS PAYMENT	Doll been fully performed all lien or claim of ad on Premises, and machinery, furnished a furnishing. BALANCE

System Regional Construction Resources, Inc. Cost Code::554BR10 - 48700-051000

EXHIBIT "G"

SUBCONTRACTOR SCOPE OF WORK

In accordance with the specifications and drawings dated 7/22/2008 included in Exhibit A, and the general provisions of this contract, the subcontractor shall provide all materials, shop drawings, submittals, transportation, taxes, insurance, support functions and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, to complete the Structural Steel fabrication work for the Enclosed Pedestrian Walkway.

Fabrication of the steel shall be performed in accordance with Contract Documents prepared by James, Harwick, and Partners, Inc. in general, and Specification Section 05120 (Structural Steel) specifically, unless noted otherwise below; and in compliance with all applicable codes and regulations. Work shall include, but is not limited to the following:

1. SCOPE OF WORK

- 1.1 Furnish all structural steel and metal decking for the Enclosed Pedestrian Walkway.
- 1.2 Metal decking to be galvanized as indicated on the drawings and in the specifications.
- 1.3 Furnish all miscellaneous steel including, but not limited to, all anchor bolts, base plates, spacer plates, gusset plates, fasteners, embeds, edge angle, bent plate, ledger angles, lintels, etc. to complete the structure in accordance with the contract drawings and specifications.
- 1.4 Deliver anchor bolts and "For Construction" anchor bolt plans no later than November 28, 2008.
- Provide all submittals, including product data, shop drawings, samples, material certifications and test reports as required by the specifications.
- 1.6 Include prime painting for structural steel, miscellaneous metals, bolts, nuts, washers etc. in accordance with Contract Documents.
- 1.7 Include angle kickers and continuous angle shelf where necessary.
- 1.8 Subcontractor shall deliver all steel and metal decking for the EPW during the first week of January, 2009.

2. GENERAL PROVISIONS

- 2.1 All vehicles entering this jobsite must enter through the Construction Entrance via Erickson Blvd. to Plaza Dr. Under no circumstances should construction traffic enter or exit this jobsite through the Main Entrance of the Wind Crest community.
- 2.2 Regular working hours are 7am to 3:30pm daily. All deliveries to the jobsite must be during this time.

Sr-L:: Regional Construction Resources, Inc. Cost Code::554BR10 - 48700-051000

- 2.3 Subcontractor is responsible to coordinate all deliveries with Erickson Construction Superintendent.
- 2.4 Subcontractor shall submit a written Request for Information (R.F.I) to the General Contractor for resolution of all discrepancies and questions. Subcontractor shall assume all liability for proceeding without a response.
- 2.5 Close-out Documentation:
 -) Maintenance and Warranty period will begin only upon final acceptance of roof by the Owner.
 -) Submit manufacturer's certifications 60 days prior to substantial completion.
 -) Provide a written release of liens for final payment.
 - Submit all warranties as required for specification sections included in this scope of work.
- 3. **SUBCONTRACT TIME** The "Subcontractor's Work" shall be completed as follows:
- 3.1 The current overall project schedule is referenced and attached.
- 3.2 The current occupancy date for the project is October 1, 2009.
- 3.3 The schedule will be updated periodically to reflect actual job progress. Unless written notification to the contrary is received from the Subcontractor within seven calendar days after issuance, the revised schedule will become the benchmark for contractually required performance. The Subcontractor shall provide sufficient crews, materials, and equipment to maintain or improve upon the Contractors schedule.
- 3.4.1 The current schedule requires that the Subcontractor deliver all materials for this scope of work beginning November 28, 2008 with the balance the first week of January, 2009.

END OF EXHIBIT G ATTACHMENT

EC: _____ Sub: _____



INVOICE

March 23, 2009

Invoice No 759-4

Erickson Construction L.L.C 3330 W. County Line Rd Highlands Ranch, CO. 80129

Attn: Matt Ferguson

Re: Windcrest Highland Ranch EPW

Net 30 Days

R.C.R.I. NO 4039

Description of items invoiced:

0.00 32,696.00 23,236.00 50,960.00 72,276.00 incl. 3% Sales Tax
4

Current Amount Due This Invoice	\$ 72,276.0

Balance to Finish

\$ 9,460.00

THANK YOU FOR THIS NICE ORDER.

TOTAL 23 22 20 19 28 1 15 6 14 겂 12 5 Project Name: Subcontractor: Regional Construction Resources, Inc. Item No SUBCONTRACT SCHEDULE OF VALUES Structural Steel **Anchor Bolts and Embeds** Detailing **Description of Work** WindCrest EPW Highlands Ranch CO œ Scheduled Value 432,696.00 383,696.00 ဂ 10,000.00 39,000.00 **Applications** 350,960.00 Previous 301,960.00 39,000.00 10,000.00 (D H H O 0.00 **Work Complete** this Period Work in 72,276.00 Place 72,276.00 Ш 0.00 (not in D or E) **Materials** Stored 0.00 Job No: Period To: Period From: **Application Date:** Vendor No: **Application No: Total Complete** and Stored to (D+E+F) Date 423,236.00 ଦ 374,236.00 39,000.00 10,000.00 PAGE 1 OF 1 PAGES 3/31/2009 2/1/2009 3/23/2009 97.81% % 100% 100% 0% 0% 98% 0% 0% 0% 0% 0% 0%0% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0% Balance to Finish 9,460.00 (C-G) 9,460.00 I Retainage 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00

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"EXHIBIT D"APPLICATION AND CERTIFICATE FOR PAYMENT

TO:	ERICKSON Construction, L.L.C. 703 Maiden Choice Lane	DATE: January 1	3, 2009	
	Baltimore, MD 21228	PROJECT: 554-EPW		
FROM:	Regional Construction Resources, Inc.	Job: APPLICANT NO:	3	
		PERIOD TO:	1/30/2009	 -
. 1.	Original Contract Amount		\$432,696.00	
2.	Change Orders Issued to Date (Thru (C.O.#)	\$ 0.00	
3.	Contract Sum to Date (Line 1	+ 2)	\$ 432,696.00	
4.	Total Complete and Stored to Date		\$\$23,236.00	
5.	Less Retainage (0 %)	\$ 0.00	
6.	Total Earned to Date Retainage (Line	: 4-5)	\$\$236.00	
7.	Less Previous Requisitions	,		
8.	Payment Due this Period (Line 6-7)			
	(2000 0 7)		\$72,276.00 INCL 3%	SALES TAX
SUBCON	NTRACTORS AFFIDAVIT & RELEAS	E OF LIEN:		
CONTRA	ACTOR: By: (Officer, General Pa Sergio Luciani, Preside Payment will be made for only those co	ent	t of the Original Contract	23/09 or for which a
	Change Order has been issued by Ericks additional costs or pending extras.	son Construction L.L.C. Plea	se provide a list of any outstanding	claims for
NOTES:			TO BE COMPLETED BY PRO	JECT MANAGER
			RETAINAGE RELEASE	
			PROGRESS BILLING	
			RETAINAGE HELD	
			TOTAL AMOUNT DUE	
			PROJECT NUMBER	554-EPW
			COST CODE	48400-05-1000
			APPROVED BY	
FI	NAL PAYMENT		APPROVED DATE	
	COMPLETEDYESNO			
	COMPLETEDYESNO K DELIVEREDYESNO		FOR ACCOUNTING U	JSE ONLY
	OUT BOOK-DEL) YES NO		DATE RECEIVED	1
-HANGE OR	DERS COMPLETED YES NO		REVIEWED BY	

EC_____ Sub: ____

"EXHIBIT "E"

CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

STATE OF: TEXAS COUNTY OF: HARRIS TO:	Original Contract Amount: Approved Change Orders: Adjusted Contract Amount Complete to Date: Retention: Total Earned (Less Retention) Previous Payments: Current Payment: Contract Balance: (Title Insurer) (Lender) (Owner) (Contractor)	\$ \$432,696.00 \$ \$0.00 \$ \$432,696.00 \$ \$423,236.00 \$ \$0.00 \$ \$423,236.00 \$ -\$350,960.00 \$ \$72,276.00 INCL. 3% SALES TAX \$ \$9,460.00
The UNDERSIGNED being duly sworn states that of Regional Construction Resources, Inc. (firm) where for furnishing Structural and Miscellaneous Steel and real estate known and identified as Wind Crest EPW	at he is the President (title) no has a contract with <u>Erickson Co</u> <u>Erection</u> for the improvements be	enstruction L.L.C. ing erected on
The UNDERSIGNED for and in consideration SEVENTY SIX DOLLARS in payment of invoice or all (72,276.00) and other good and claims of right of lien or other consideration due or to become due on account furnished prior to	n of the sum of SEVENTY TWO is polication dated 3-23-2009 on the aforementioned property an int of labor or services, materials, function stated above. That the contract status set forth about and suppliers employed by him that none of such labors, subcontradescribed real estate or the improvement status in CTI from E-3026. Contract status in CTI from E-3026.	d improvements thereon, and on monies ixtures or apparatus heretofore ove is an accurate statement and no have been paid all sums previously actors or suppliers is or will be rements thereon for labor or materials
Signed this 23RD day of MARCH 2009 signed and sworn to before me this 23RD day of MARC My commission Expires: 6-16-2011	Regional Construction Contractor/Supplier/S By: Sergio Luciani, Presi	Subcontractor
Page 1 of		Negary Statistics TEAMS TEAMS THE STATE OF T

1 PAGES CONTRACTOR ARCHITECT Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.) Distribution to: in accordance with the Contract Documents, that all amounts have been paid by the Contractor Architect's knowledge, information and belief the Work has progressed as indicated, the quality OWNER information and belief the Work covered by this Application for Payment has been completed of the Work is in accordance with the Contract Documents, and the Contractor is entitled to for Work for which previous Certificates for Payment were issued and payments received P In accordance with the Contract Comments the one of site observations and the data comprising the application, the Architection is a comprising the application. This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the The undersigned Contractor certifies that to the best of the Contractor's knowledge, PAGE 1 Contractor named herein. Issuance, payment and acceptance of payment are without ARCHITECT'S CERTIFICATE FOR PAYMEN 03/23/09 HARRIS MARCH rejudice to any rights of the Owner or Contractor under this Contract. from the Owner, and that current payment shown herein is now due. PERIOD TO: 3/23/09 Date: CONTRACT DATE: APPLICATION No. AIA DOCUMENT G702 PROJECT No: 6/16/3 payment of the AMOUNT CERTIFIED. AMOUNT CERTIFIED My Commission expires: Sergio Luciani, Windcrest EPW CONTRACTOR Subscribed and Notary Publid ARCHITECT: State of: APPLICATION AND CERTIFICATION FOR PAYMENT VIA ARCHITECT: 432,696.00 \$0.00 423,236.00 \$432,696.00 \$0.00 \$423,236.00 (\$350,960.00) \$72,276.00 \$0.00 \$0.00 \$9,460.00 \$0.00 DEDUCTIONS CONTRACTOR'S APPLICATION FOR PAYMENT PROJECT: Application is rhade for payment, as shown below, in connection with the Contract. 4. TOTAL COMPLETED & STORED TO DATE.... \$0.00 CURRENT PAYMENT DUE INCLUDES 3% SALES TAX..... \$0.00 \$0.00 \$0.00 **\$**0.00 **ADDITIONS** BALANCE TO FINISH, INCLUDING RETAINAGE...... 5600 Northwest Central Drive, Ste. 100 CONTRACT SUM TO DATE (Line 1 ± 2)..... Regional Construction Resources Continuation Sheet, AIA Document G703, is attached. ORIGINAL CONTRACT SUM..... ERICKSON Construction, L.L.C. PAYMENT (Line 6 from prior Certificate). Net change by Change Orders 6. TOTAL EARNED LESS RETAINAGE .. 703 Maiden Choice Lane 7. LESS PREVIOUS CERTIFICATES FOR Total in Column I of G703).. Baltimore, MD 21228 Houston, TX 77092 Total Retainage (Lines 5a + 5b) or CHANGE ORDER SUMMARY CONTRACT FOR: Structural Steel of Completed Work of Stored Material. Column D + E on G703) (Line 4 Less Line 5 Total) NET CHANGES by Change Order b. Column F on G703) in previous months by Owner (Line 3 less Line 6) Fotal approved this Month FROM CONTRACTOR: (Column & on G703) Total changes approved RETAINAGE TO OWNER: TOTALS

'n.

2009

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INVOICE

December 19, 2008

Invoice No 759-3 R

Erickson Construction L.L.C 3330 W. County Line Rd Highlands Ranch, CO. 80129

Attn: Matt Ferguson

Re: Windcrest Highland Ranch EPW

Net 30 Days

R.C.R.I. NO.

Description of items invoiced:

1. 2. 3. 4. 5. 6.	Original Contract Sum Change Order #1 Contract Sum to Date Total Completion to Date Less Previous Invoices Current Amount Due	\$ 432,696.00 \$ 0.00 \$ 432,696.00 \$ 350,960.00 \$ 44,000.00 \$ 306,960.00	
0.	Current Amount Due	\$ 306,960.00	incl. 3% Sales Tax

Current Amount Due This Invoice \$ 306,960.00

Balance to Finish

\$ 81,736.00

THANK YOU FOR THIS NICE ORDER.

Subcontr	SUBCONTRACT SCHEDULE OF VALUES	LUES				PAGE	SE 1 OF 1 PAGES	S II	
		Resources, Inc.				Application No:	.		
Project Name:	ame: WindCrest EPW Highlands Ranch CO	hlands Ranch CO				Application Date:	12/19/2008		
						Period From:	11/25/2008		
						Period To:	12/30/2008		
						Job No:			
¥	В					Vendor No:			
		,			F				
Item No.	Description of Work	Scheduled Value	Work	k Complete		Total Complete			
			Applications	Place	Stored	and Stored to	8	Balance to	Retainage
-	Detailing		(D+E)	this Period	(not in D or E)	(D+E+F)	۹	rinisn (C-G)	
2	Anchor Bolts and Embade	39,000.00	39,000.00	0.00	00.00	39,000.00	100%	0.00	ا
9	Structural Steel	10,000.00	00.000,3	00.00	0.00	5,000.00	20%	5,000.00	000
4		00.080,000	00.0	306,960.00	0.00	306,960.00	80%	76.736.00	30 696 00
2		0.00	0.00	0.00	0.00	00.0	%0	00.0	0.00
9		0.00	0.00	0.00	00.00	0.00	%0	00.0	000
7		0.00	0.00	0.00	00.00	0.00	%0	00 0	00.0
80		0.00	0.00	00.0	00.00	0.00	%0	00 0	00.0
6		0.00	0.00	00.00	00.0	0.00	%0	000	000
10		0.00	0.00	00.0	00.0	0.00	%0	00.0	0.00
11		0.00	0.00	00.0	00.0	0.00	%0	000	00.0
12		0.00	0.00	00.00	00.00	0.00	%0	00.0	00.0
13		0.00	0.00	0.00	00.00	0.00	%0	00.0	00.0
4		0.00	0.00	0.00	00.00	0.00	%0	0.00	000
15		0.00	0.00	0.00	00'0	0.00	%0	00.0	0.00
16		0.00	0.00	0.00	0.00	00.00	%0	0.00	150
17		00.00	0.00	0.00	0.00	00.0	%0	00.00	
18		00.00	0.00	0.00	0.00	0.00	%0	00.0	0.00
19		00:0	0.00	0.00	0.00	0.00	%0	00.00	0.00
20		00.0	0.00	0.00	0.00	0.00	%0	00.0	0.00
21		00.0	0.00	0.00	00:00	0.00	%0	00.00	0.00
22		00.0	0.00	0.00	00.00	0.00	%0	00.00	0.00
23		0.00	0.00	0.00	0.00	0.00	%0	00.0	0.00
24		0.00	0.00	0.00	00.00	00:0	%0	00.00	0.00
25		0.00	0.00	0.00	0.00	00'0	%0	0.00	0.00
TOTAL		0.00	0.00	0.00	0.00	00.00	%0	00.00	0.00
		432,096.00	44,000.00	306,960.00	0.00	350,960.00	81.11%	81,736.00	30.696.00

"EXHIBIT "E"

CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

COUNTY OF: HARRIS TO:	Original Contract Amount: Approved Change Orders: Adjusted Contract Amount Complete to Date: Retention: Total Earned (Less Retention) Previous Payments: Current Payment: Contract Balance: (Title Insurer) (Lender) (Owner)	\$ \$432,696.00 \$ \$0.00 \$ \$432,696.00 \$ \$350,960.00 \$ \$0.00 \$ \$350,960.00 \$ \$306,960.00 \$ \$306,960.00 \$ \$31,736.00	ES TAX
The UNDERSIGNED being duly sworn states that	(Contractor)		
of Regional Construction Resources, Inc. (firm) wi		not metion I.I.C	
for furnishing Structural and Miscellaneous Steel and	f Frection for the improvements ha	nsudction L.L.C.	
real estate known and identified as Wind Crest EPW	V located in Highlands Baset	ig erected on	
	by		
The UNDERSIGNED for and in consideratio in payment of invoice or application dated 12-19-200 (306,960.00) and other good and claims of right of lier or other consideration due or to become due on account furnished prior to	on on the aforementioned property all unt of labor or services, materials, filention stated above. That the contract status set forth abours, and suppliers employed by him that none of such labors, subcontral described real estate or the improvement status in CTI form 5-3926. Contral that the status in CTI form 5-3926.	ve is an accurate statement and no have been paid all sums previously ctors or suppliers is or will be ements thereon for labor or materials	Y DOLLARS
Signed this 19 th day of DECEMBER 2008	Regional Constructio Contractor/Supplier/S	n Resources, Inc.	
•	Sergio Luciani Presid	lent	
signed and sworn to before me this 19th day of DECE	MBER 2008.		
My commission Expires: 6-16-2011 Page 1 of	Stacy A Lewcun,	Notary Public Sub:	William Willia
		William William	,*

"EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

TO:	ERICKSON Construction, L.L.C. 703 Maiden Choice Lane	DATE: December 1	9, 2008	
	Baltimore, MD 21228	PROJECT: 554-EPW		
FROM:	Regional Construction Resources, Inc.	Job:		
	rogional Constitution Resources, inc.	APPLICANT NO: PERIOD TO:	12/30/2008	
			12/30/2008	
1.	Original Contract Amount		\$432,696.00	
2.	Change Orders Issued to Date (Thru (C.O.#)	\$ 0.00	
3.	Contract Sum to Date (Line 1	+ 2)	\$432,696.00	
4.	Total Complete and Stored to Date		\$350,960.00	
5.	Less Retainage (<u>0</u> %)	\$ 0.00	
6.	Total Earned to Date Retainage (Line	— ≎ 4-5)	\$350,960.00	
7.	Less Previous Requisitions		\$44,000.00	
8.	Payment Due this Period (Line 6-7)			V 0.47 E0 m. v.
			\$306,960.00 INCL 39	% SALES TAX
SUBCON	TRACTORS AFFIDAVIT & RELEAS	E OF LIEN:		
material fo	rsigned Subcontractor certifies: (i) that the ce with the Contract Documents; (ii) that it for which Erickson Construction has paid pr	work for which this payment has paid its employees, sub-evious requests for payment:	request is being submitted has be contractors, and material supplien (iii) that the amount of this invoice	s for all work and e is due.
material fo	CTOR: By: (Officer, General Pa Sergio Luciani, Preside Payment will be made for only those co Change Order has been issued by Ericks)	evious requests for payment: rtner, or Owner) ent	Contractors, and material supplier (iii) that the amount of this invoice	s for all work and a is due.
CONTRA	ACTOR: By: (Officer, General Pa	evious requests for payment: rtner, or Owner) ent	contractors, and material suppliers (iii) that the amount of this invoice Date: 12 t of the Original Contract amount se provide a list of any outstanding	s for all work and a is due. /19/08 or for which a g claims for
material fo	CTOR: By: (Officer, General Pa Sergio Luciani, Preside Payment will be made for only those co Change Order has been issued by Ericks)	evious requests for payment: rtner, or Owner) ent	t of the Original Contract amount se provide a list of any outstanding	s for all work and a is due. /19/08 or for which a g claims for
material for CONTRA	CTOR: By: (Officer, General Pa Sergio Luciani, Preside Payment will be made for only those co Change Order has been issued by Ericks)	evious requests for payment: rtner, or Owner) ent	t of the Original Contract amount se provide a list of any outstanding TO BE COMPLETED BY PR	s for all work and a is due. /19/08 or for which a g claims for
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material for CONTRA	CTOR: By: (Officer, General Pa Sergio Luciani, Preside Payment will be made for only those co Change Order has been issued by Ericks)	evious requests for payment: rtner, or Owner) ent	t of the Original Contract amount se provide a list of any outstanding TO BE COMPLETED BY PR RETAINAGE RELEASE PROGRESS BILLING RETAINAGE HELD TOTAL AMOUNT DUE PROJECT NUMBER COST CODE	s for all work and a is due. /19/08 or for which a g claims for OJECT MANAGER
Material for CONTRA Note: NOTES:	ACTOR: By: (Officer, General Pa Sergio Luciani, Preside Payment will be made for only those co Change Order has been issued by Ericks additional costs or pending extras.	evious requests for payment: rtner, or Owner) ent	t of the Original Contract amount se provide a list of any outstanding TO BE COMPLETED BY PR RETAINAGE RELEASE PROGRESS BILLING RETAINAGE HELD TOTAL AMOUNT DUE PROJECT NUMBER COST CODE APPROVED BY	s for all work and a is due. /19/08 or for which a g claims for OJECT MANAGER 554-EPW
Note: NOTES:	CTOR: By: (Officer, General Pa Sergio Luciani, Preside Payment will be made for only those co Change Order has been issued by Ericks additional costs or pending extras.	evious requests for payment: rtner, or Owner) ent	t of the Original Contract amount se provide a list of any outstanding TO BE COMPLETED BY PR RETAINAGE RELEASE PROGRESS BILLING RETAINAGE HELD TOTAL AMOUNT DUE PROJECT NUMBER COST CODE	s for all work and a is due. /19/08 or for which a g claims for OJECT MANAGER 554-EPW
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Note: NOTES: PUNCH LIST (VARRANTY CUTTIC STOCK)	CTOR: By: (Officer, General Pa Sergio Luciani, Preside Payment will be made for only those co Change Order has been issued by Ericks additional costs or pending extras.	evious requests for payment: rtner, or Owner) ent	t of the Original Contract amount se provide a list of any outstanding TO BE COMPLETED BY PR RETAINAGE RELEASE PROGRESS BILLING RETAINAGE HELD TOTAL AMOUNT DUE PROJECT NUMBER COST CODE APPROVED BY	s for all work and a is due. /19/08 or for which a g claims for OJECT MANAGER 554-EPW 48400-05-1000

EC_____ Sub: ____

APPLICATION AND CERTIFICATION FOR PAYMENT

1.

1 PAGES CONTRACTOR ARCHITECT Distribution to: OWNER Я PAGE 1 APPLICATION No. AIA DOCUMENT G702 PROJECT No: PERIOD TO: Windcrest EPW VIA ARCHITECT: PROJECT: 5600 Northwest Central Drive, Ste. 100 Regional Construction Resources ERICKSON Construction, L.L.C. 703 Maiden Choice Lane Baltimore, MD 21228 Houston, TX 77092 CONTRACT FOR: Structural Steel FROM CONTRACTOR: TO OWNER:

CONTRACTOR'S APPLICATION FOR PAYMENT Application is made for payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached.

- -	1. ORIGINAL CONTRACT SUM	
٦i	2. Net change by Change Orders	432,696
~	3 CONTRA A CH CHICAGO	03
i	CONTINUED DATE (Line 1 + 2)	I
-		707 (673

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	\$0.00		
	of Completed Work	of Stored Material.	s 5a + 5b) or
AGE:	of Completed Work. (Column D + E on G703)	of Stored Materia (Column F on G703)	Total Retainage (Lines 5a + 5b) or
5. RETAINAGE:	ei Ei	ے ف	Total I

\$350,960.00	(\$44,000.00) \$306,960.00 \$81,736.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) S. CURRENT PAYMENT DUE INCLUDES 3% SALES TAX

S	,	(Attach explanation if amount certified differs from the amount applied	Application and on the Continuation Sheet that are changed to conform	ARCHITECT:	By:	Contractor named herein. Issuance, payment and acceptance of navment	prejudice to any rights of the Owner or Contractor under this Contract.
	DEDITIONS	CHOILD	00 03	00.05	20.00		
	SNOILIGGY		20.00	\$0.00	\$0.00	00 03	0000
CHANGE CENTER	T CHANGE ORDER SUMMARY	I otal changes approved	in previous months by Owner	I otal approved this Month	IOIALS	NET CHANGES by Change Order	

in accordance with the Contract Documents, that all amounts have been paid by the Contractor information and belief the Work covered by this Application for Payment has been completed for Work for which previous Certificates for Payment were issued and payments received The undersigned Contractor certifies that to the best of the Contractor's knowledge, from the Owner, and that current payment shown berein is now due.

CONTRACT DATE:

	2008
. Date: 12/19/08	County of William RRIS 19 PRINT A PEOCH SHER
CONTRACTOR: By: Serpio Inciani President	State of: Subscribed and sworp to before me this Notary Public: My Commission expires: 6/16/2011

Report as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to ARCHITECT'S CERTIFICATE FOR PAYMENT
In accordance with the Contract Documents, baselon on-seconds and the data
comprising the application, the Architect certifies to the Original In the best of the
Architect's knowledge, information and belief the Workman Mindle New Standard the payment of the AMOUNT CERTIFIED.

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without NA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292



INVOICE

December 10, 2008

Invoice No 759-2

Erickson Construction L.L.C 3330 W. County Line Rd Highlands Ranch, CO. 80129

Attn: Matt Fergusson

Re: Windcrest Highland Ranch EPW

Net 30 Days

R.C.R.I. NO. 3995

Description of items invoiced:

1. 2.	Original Contract Sum	\$	432,696.00
	Change Order #1	**	0.00
<i>3.</i>	Contract Sum to Date	\$	432,696.00
4.	Total Completion to Date	\$	44,000.00
<i>5</i> .	Less Previous Invoices	\$	5000.00
<i>6</i> .	Current Amount Due	\$	39,000.00 incl. 3% Sales Tax

Current Amount Due This Invoice	\$ 39,000.00

Balance to Finish

\$ 388,696.00

THANK YOU FOR THIS NICE ORDER.

37864.08 1135.92-tay

Banaca Logo C	Subcontractor Subcontractor Project Name:	SUBCONTRACT SCHEDULE OF VALUES Subcontractor: Regional Construction Resources, Inc. Project Name: WindCrest EPW Highlands Ranch CO	LUES Resources, Inc.				PAGE Application No: 2 Application Date: 12	3E 1 OF 1 PAGES 2 12/10/2008	GES	
Cob No. Packing Previous							Period From: Period To:	11/25/2008 12/25/2008		
Description of Work Scheduled Value Previous Pr							Job No:			
Month Description of Work Schedulied Value Previous Prev	∀	8	٢				Vendor No:			
Previous Previous			,		<u>ا</u> ا	Ł	၅		I	-
Chaptaining	Item No.	Description of Work	Scheduled Value	Worl	k Complete Work in	Stored	Total Complete			
Anchor Bolts and Embeds 33,000.00 CO+E) This Period CO+E+F) CC-G)				Applications	Place	Materials	and Stored to	%	Balance to Finish	Retainage
Anctoor Boilts and Embeds	_	Detailing	30,000,00	ښΙ	this Period	(not in D or E)	(D+E+F)		(၅-၁)	
Structural Steel 383,5896,00 5,000,00 6,00 <t< td=""><td>2</td><td>Anchor Bolts and Embeds</td><td>33,000.00</td><td>0.00</td><td>39,000.00</td><td>00.00</td><td>39,000.00</td><td>100%</td><td>00.0</td><td>0.00</td></t<>	2	Anchor Bolts and Embeds	33,000.00	0.00	39,000.00	00.00	39,000.00	100%	00.0	0.00
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Columb	8		0.00	0.00	0.00	0.00	0.00	%0	00.0	0.00
Columb	6		0.00	0.00	0.00	0.00	0.00	%0	00.0	0.00
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TAL 4.32,696.00 5,000.00 0.00	23		0.00	0.00	0.00	00.00	0.00	%0	00.0	00.0
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TAL 0.00 6.00 0.00 0.00 0.00 0.00 0.00 0.0	25		0.00	0.00	0.00	0.00	00.00	%0	00.00	0.00
39,000.00 0.00 44,000.00 10.17% 388,696.00	TOTAL		0.00	10	0.00	00.00	0.00	%0	0.00	0.00
			432,696.00	5,000.00	39,000.00	0.00	44,000.00	10.17%	388,696.00	0.00

CHANGE ORDER SUMMARY ADDITIONS Total changes approved in previous months by Owner Total approved this Month TOTALS NET CHANGES by Change Order ADDITIONS DEDUCTIONS \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	Total in Column I of G703) \$0.00 6. TOTAL EARNED LESS RETAINAGE \$44,000.00 (Line 4 Less Line 5 Total) 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$5,000.00 5. CURRENT PAYMENT DUE INCLUDES 3% SALES TAX. \$39,000.00 9. BALANCE TO FINISH, INCLUDING RETAINAGE \$388,696.00 (Line 3 less Line 6)	1. ORIGINAL CONTRACT SUM 432,696,00 2. Net change by Change Orders 50.00 3. CONTRACT SUM TO DATE (Line 1 ± 2) 5432,696.00 4. TOTAL COMPLETED & STORED TO DATE 44,000.00 (Column G on G703) 5. RETAINAGE: a. of Completed Work 50.00 (Column F on G703) b. of Stored Material 50.00 (Column F on G703) Total Retainage (Lines 5a + 5b) or	CONTRACTOR'S APPLICATION FOR PAYMENT Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.	FROM CONTRACTOR: Regional Construction Resources 5600 Northwest Central Drive, Ste. 100 Houston, TX 77092 CONTRACT FOR: Structural Steel	TO OWNER: ERICKSON Construction, L.L.C. 703 Maiden Choice Lane Baltimore, MD 21228 PROJECT:
Application and on the Continuation Sheet that are changed to conform to the amount certified.) ARCHITECT: By: Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.	ARCHITECT'S CERTIFICATOR FOR PAYMENT In accordance with the Contract Documents, and the data comprising the application, the Architect certifies with the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.	tor Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due. CONTRACTOR: By: Sergio Luciarl, President State of: TEXAS Subscribed and soon to before me this Notary Public: My Commission expires: 6/1@2013 1000 10	CONTRACT DATE: The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor.		AIA DOCUMENT G702 PAGE 1 OF 1 PAGES APPLICATION No: 2 Distribution to: OWNER ABCULTECT

"EXHIBIT "E"

CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

TO:	Original Contract Amount: Approved Change Orders: Adjusted Contract Amount Complete to Date: Retention: Total Earned (Less Retention) Previous Payments: Current Payment: Contract Balance: (Title Insurer) (Lender) (Owner) (Contractor)	\$ \$432,696.00 \$ \$0.00 \$ \$432,696.00 \$ \$44,000.00 \$ \$0.00 \$ \$44,000.00 \$ \$39,000.00 \$ \$39,000.00 \$ \$388,696.00	INCL. 3% SALES TAX
The UNDERSIGNED being duly sworn states of Regional Construction Resources, Inc. (firm		nstruction L.L.C.	
for furnishing Structural and Miscellaneous Stee	el and Erection for the improvements bei	ng erected on	
real estate known and identified as Wind Crest	EPW located in Highlands Ranch		
County, State of COand ow	ned by	<u>. </u>	
The UNDERSIGNED, respectfully warrand other sums are claimed, that all laborers, subcontidue and all current sums due out of this payment entitled to claim or assert any claim against the absurant to or for the account of the undersigned subcontractors, and suppliers, with contract and payment attach same hereto and upon request full other sums.	retention stated above. Into that the contract status set forth about actors, and suppliers employed by him and that none of such labors, subcontract over described real estate or the improve. (Upon request, the undersigned shall asyment status in CTI form 5-3936. Contractors and suppliers employed by him and that none of such labors, subcontractors described real estate or the improve.	ents thereon, and on mon ixtures or apparatus heret ve is an accurate stateme have been paid all sums actors or suppliers is or wi	ies tofore ent and no previously Il be or materials
Signed this 10 th day of DECEMBER 2008	Regional Construction Contractor/Supplier/Si By: Sergio Luciani, Presid	Resources, Inc.	
signed and sworn to before me this 10th day of D	ECEMBER 2008.	WILLIAM ACY A. LEW	
My commission Expires: 6-16-2011	Stacy A. Lewcun,	Notary Public 4	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Page		White the control of	THE THE PARTY OF T

"EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

TO:	ERICKSON Construction, L.L.C. 703 Maiden Choice Lane	DATE: December 10	, 2008	
	Baltimore, MD 21228	PROJECT: 554-EPW	······································	
EDOM:	Pagional Constantia D	Job:		
FROM:	Regional Construction Resources, Inc.	APPLICANT NO: PERIOD TO:	12/25/2008	
		15405 10.	12/23/2008	·
1.	Original Contract Amount		\$ 432,696.00	
2.	Change Orders Issued to Date (Thru C	.O.#)	\$ 0.00	
3.	Contract Sum to Date (Line 1	+ 2)	\$ 432,696.00	
4.	Total Complete and Stored to Date		\$ 44,000.00	
5.	Less Retainage (0 %)	\$ 0.00	
6.	Total Earned to Date Retainage (Line	- 4-5)	\$ 44,000.00	
7.	Less Previous Requisitions		\$	
8.	Payment Due this Period (Line 6-7)		\$ 39,000.00 INCL 3%	SALESTAV
			1 55,000.00 IVEL 570	SALLS TAX
	NTRACTORS AFFIDAVIT & RELEASE			
The under	rsigned Subcontractor certifies: (i) that the vice with the Contract Documents: (ii) that it has	work for which this payment re	quest is being submitted has beer	n completed in
	ce with the Contract Documents; (ii) that it hor which Erickson Construction has paid pre			
	,,) Juliania (in) that the amount of this invoice	is que.
		. / /		
CONTRA	ACTOR: By:	-' K	- Date: 12/1	10/08
	(Officer, General Par			10/08
	Sergio Luciani, Preside	nt		
Note:	Payment will be made for only those cos	sts which are included as part	of the Original Contract amount of	r for which -
	Change Order has been issued by Ericks additional costs or pending extras.	on Construction L.L.C. Please	provide a list of any outstanding	claims for
NOTES	or politing exitas.		TO BE COMPLETED BY PRO	JECT MANAGER
NOTES:				
			RETAINAGE RELEASE	
			PROGRESS BILLING	
			RETAINAGE HELD	
			TOTAL AMOUNT DUE PROJECT NUMBER	CCA EDW
			COST CODE	554-EPW
	·		APPROVED BY	48400-05-1000
			APPROVED DATE	
	VAL PAYMENT COMPLETED YES NO		JAFFROVED DATE	
'ARRANTY	COMPLETED YES NO		FOR ACCOUNTING U	ISE ONLY
	K DELIVEREDYESNO		TOR ACCOUNTING O	SE UNLY
	OUT BOOK-DEL) YES NO DERS COMPLETED YES NO		DATE RECEIVED	
	1		REVIEWED BY	

EC_____ Sub: ____



INVOICE

November 12, 2008

Invoice No 759-1rev

Erickson Construction L.L.C 3330 W. County Line Rd Highlands Ranch, CO. 80129

Attn: Matt Fergusson

Re: Windcrest Highland Ranch EPW

Net 30 Days

R.C.R.I. NO. 3986

Description of items invoiced:

1. 2. 3. 4. 5. 6.	Original Contract Sum Change Order #1 Contract Sum to Date Total Completion to Date Less Previous Invoices Current Amount Due	\$ \$ \$ \$ \$	432,696.00 0.00 432,696.00 5,000.00 0.00 5,000.00 incl. 3% Sales To
•	current Amount Due	>	5,000.00 incl. 3% Sales

Current Amount Due This Invoice \$ 5,000.00

Balance to Finish

\$ 427,696.00

THANK YOU FOR THIS NICE ORDER.

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Project Name: WindCrest EPW Highlands Ranch C						¥.	クロクダイー こつ こ コクぐし	GES	
		•				Application No:	1rev		
	rest EPW High	WindCrest EPW Highlands Ranch CO				Application Date:	11/12/2008		
						Period From:	10/1/2008		
						Period To:	11/25/2008		
						Job No:			
В		0	6			Vendor No:			
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Item No. Descriptio	Description of Work	Scheduled Value	Work	O I		Total Complete			-
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			Applications (D+E)	Place		Date	%	Finish	Recalledge
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APPLICATION AND CERTIFICATION FOR PAYMENT

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CONTRACTOR 1 PAGES ARCHITECT Distribution to: OWNER 1 or PAGE 1rev CONTRACT DATE: APPLICATION No: AIA DOCUMENT G702 PROJECT No: PERIOD TO: Windcrest EPW VIA ARCHITECT: PROJECT: 5600 Northwest Central Drive, Ste. 100 Regional Construction Resources ERICKSON Construction, L.L.C. 703 Maiden Choice Lane Baltimore, MD 21228 Houston, TX 77092 CONTRACT FOR: Structural Steel FROM CONTRACTOR: TO OWNER:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is thade for payment, as shown below, in connection with the Contract. Continuation Speet, AIA Document G703, is attached.

432,696.00	- 1	243	2,000.00	
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1. ORIGINAL CONTRACT SUM.	3. CONTRACT SUM TO DATE (Line 1 + 2)	4. TOTAL COMPLETED & STORED TO DATE	n G703)	
1. ORIGINAL CC	3. CONTRACTS	4. TOTAL COMP	(Column G on G703)	S DETAINAGE.

\$0.00 Total Retainage (Lines 5a + 5b) or of Completed Work . . of Stored Material.. (Column D + E on G703) b. 01 Jun. 7 (Column F on G703) S. KETAINAGE:

6. TOTAL EARNED LESS RETAINAGE		•	Į.	5	٠ ٠
Total in Column I of G703)					
	Total in Column I of G703)	TOTAL FARNED I BSC DETAINAGE	(line of local line & Table)	(Doe purities of the State of	· LESS FREVIOUS CERTIFICATES FOR

Architect's knowledge, information and belief the Mithemals progressed to the Work is in accordance with the Contract Documents, and the Con payment of the AMOUNT CERTIFIED.	AMOUNT CERTIFIED\$	2	(Author explanation if amount certified differs from the amount applied.
\$0.00 \$5,000.00 \$427,696,00		ADDITIONS DEDITIONS	
SALES TAX.	•	ADDITIONS	
LESS FREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) CURRENT PAYMENT DUE INCLUDES 3% SALES TAX BALANCE TO FINISH, INCLUDING RETAINAGE	(Line 3 less Line 6)	CHANGE ORDER SUMMARY	Total changes approved

in accordance with the Contract Documents, that all amounts have been paid by the Contractor information and belief the Work covered by this Application for Payment has been completed for Work for which previous Certificates for Payment were issued and payments received The undersigned Contractor certifies that to the best of the Contractor's knowledge, 11/12/08 November HARRIS innun innun from the Owner, and that current payment shown herein is now due. Worn to before me this willing House of the spires. - Date: Sergio Luciani, President My Commissid expire CONTRACTOR: Subscribed and s Notary Public: State of:

as indicated, the quality tractor is entitled to on-site observations and the data ne best of the FOR PAYMENT accordance with the Contract Documents Ex ARCHITECT'S CERTIFIE

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Attach explanation if amount certified differs from the amount applied. Initial all figures on	application and on the Continuation Sheet that are changed to conform to the amount	ž J
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NET CHANGES by Change Order	4		Contractor named herein
er er mittere by change Order	20.00		prejudice to care inter-

in previous months by Owner

NET CH/

gotiable. The AMOUNT CERTIFIED is payable only to the Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract. Date:

"EXHIBIT "E"

CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

TO:	Original Contract Amount: \$ \$432,696.00 Approved Change Orders: \$ \$0.00 Adjusted Contract Amount \$ \$432,696.00 Complete to Date: \$ \$5,000.00 Retention: \$ \$0.00 Total Earned (Less Retention) \$ \$5,000.00 Previous Payments: \$ \$0.00 Current Payment: \$ \$5,000.00 Contract Balance: \$ \$427,696.00 (Title Insurer) (Lender) (Owner) (Contractor)
The UNDERSIGNED being duly swom states that he of Regional Construction Resources, Inc. (firm) who has	is the President (title)
for furnishing Structural and Miscellaneous Steel and Ere	action for the impressor and t
real estate known and identified as Wind Crest EPW loc	cotton in Highlands Barrel
O	
and other good and claims of right of lien on the aforemen or other consideration due or to become due on account of furnished prior to	ne contract status set forth above is an accurate statement and no and suppliers employed by him have been paid all sums previously mone of such labors, subcontractors or suppliers is or will be cribed real estate or the improvements thereon for labor or materials request, the undersigned shall list the name of each of his
Signed this 12 th day of NOVEMBER 2008 By	Regional Construction Resources, Inc. Contractor/Supplier/Subcontractor Sergio Luciani, Resident
signed and sworn to before me this 11th day of NOVEMBE	R 2008. A
My commission Expires: 6-16-2011	Stacy A. Lewcun, Notary Public RES.
Page 1 of 1	EC Sub:

"EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

	703 Maiden Choice Lane	DATE: November 1	2, 2008	
FROM:	Baltimore, MD 21228 Regional Construction Resources, Inc.	PROJECT: 554-EPW Job: APPLICANT NO: PERIOD TO:	1 11/25/2008	
1.	Original Contract Amount		_	
2.	Change Orders Issued to Date (Thru C	30 " >	\$ 432,696.00	
3.	C	•	\$0.00	
4.	(+ 2)	\$ 432,696.00	
5.	Total Complete and Stored to Date		\$ 5,000.00	
		<u>0</u> %)	\$0.00	
6.	Total Earned to Date Retainage (Line	e 4-5)	\$5,000.00	
7.	Less Previous Requisitions		\$0.00	
8.	Payment Due this Period (Line 6-7)		\$5,000.00 INCL 39	% SALES TAX
SURCON	TRACTORS AFFIDAVIT & RELEASI			
	r which Erickson Construction has paid pro			
	CTOR: By: (Officer, General Par Sergio Luciani, Preside Payment will be made for only those cost Change Order has been issued by Ericks	rtner, or Owner)	Date: 11/	/12/08
CONTRA Note:	CTOR: By: (Officer, General Par Sergio Luciani, Preside	rtner, or Owner)	Date: 11/	or for which a g claims for
CONTRA Note:	CTOR: By: (Officer, General Par Sergio Luciani, Preside Payment will be made for only those cost Change Order has been issued by Ericks	rtner, or Owner)	Date: 11/ of the Original Contract amount of the Original Contract amount is provide a list of any outstanding	or for which a g claims for
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CONTRA Note: NOTES:	CTOR: By: (Officer, General Par Sergio Luciani, Preside Payment will be made for only those cost Change Order has been issued by Ericks	rtner, or Owner)	Date: 11/2 of the Original Contract amount of the Original Contract amount of the provide a list of any outstanding to be completed by providing RETAINAGE RELEASE PROGRESS BILLING RETAINAGE HELD TOTAL AMOUNT DUE PROJECT NUMBER	or for which a g claims for OJECT MANAGER 554-EPW

EC_____ Sub: ____

PARTIAL LIEN WAIVER

Please Return To: Erickson Construction Finance 991 Corporate Boulevard Linthicum, MD 21090

STATE OF Colorado SS

COUNTY OF Douglas County			A	ittn: Una	Makon
TO 13/1/03 / 1775				bu	2/5/08
TO WHOM IT MAY CONCERN				$\sim g$	15101
WHEREAS the undersigned has been	n employed by Erickson	n Construction, LLC	to furnish	for	r tha
WCD BR10 of which Littleton Camp	ous, LLC is the owner.			101	the premises known as
THE undersigned, for and in consideration, the receipt of which is he or right to, lien, under the statutes of the improvements thereon, and on the material due from the Owner, on account of laborate above-described premises. DATED: January 20, 2009 SIGNATURE AND TITLE: NOTE: All waivers must be for the full be set forth; if waiver is for a partnership to WHOM IT MAY CONCERN THE undersigned, being duly	tion of Forty-Four The ereby acknowledged, do e State of Colorado, religional, fixtures, apparatus or services, material, fix amount paid. If waives p, the partnership name	cousand And NO/100 In the fullest extered ting to mechanics' lier or machinery furnished tures, apparatus or machinery furnished furnish	onliars Int permitted by law, has, with respect to and d, and on the money, thinery, heretofore fur ANY: REGIONAL (ESS: Orporate name hould hate him/herself as a possible of the control of the cont	(\$44,000.00), an acreby waive and release on said above-describe funds or other consider mished, to this date only construction	ed premises, and the ations, due or to become y, by the undersigned for
REGIONAL CONSTRUCTION who	s the contractor for the	ys that he is	aporty		
0	wned by Littleton Can	apus, LLC	work	on the building locate	d at
That the total amount of the contract incl true, correct and genuine and delivered u	uding extras is \$432,69	6.00 on which he has re	eceived payment of \$(.00 prior to this payme	ent These 11
true, correct and genuine and delivered u following are the names of all parties who	nconditionally and that	there is no claim either	legal or equitable to	defeat the validity of sa	aid waivers. That the
following are the names of all parties who portions of said work or for material ente	have furnished materi	al or labor, or both, for	said work and all par	ties having contracts o	r subcontracts for specific
portions of said work or for material ente include all labor and material required to	ong into the construction	on thereof and the amou	int due or to become o	lue to each, and that th	e items mentioned
	complete said work acc	ording to plans and spe	cifications:		
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IVAIVLE	WHAT FOR	PRICE	AMOUNT PAID	THIS	BALANCE
	 	TRICE		PAYMENT	BALAITE
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TOTAL ALL LABOR AND MATERIA	L TO COMPLETE				
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That there are no other contracts for said wany kind or to be done upon or in connecti	ork outstanding, and th	at there is nothing due	orto bassas d	_	
any kind or to be done upon or in connecti	on with said work other	than above stated	or to become due to a	ny person for material	, labor or other work of
				<u></u> 1	
01	0/1		•		
Signed this 3 day of	(20 //)	Signature			
1 0		5-85-1	·		<u> </u>
Signed and sworn to before methis	day of Y	11 1 20 M) 3		
/ // /			1		
Signature:			william.		
	1/	.,,,,,,,	STACY A MILL		
V / WWW		— Juli	NOTARY SALL		
- '			165		

Construction, LLC 96891 00501 554BR10 WCD Enclosed Pedestrian Bridge

CHECK NO. 69659

ontract Amount	INVOICE AMOUNT	RETAINAGE	PAYMENT
Completed Prior Period Completed to Date Contract Balance	432,696.00 44,000.00 0.00 44,000.00 388,696.00	0.00 0.00 0.00 0.00 0.00	0.00 44,000.00 0.00 44,000.00 388,696.00
Pay app # 1#2			
CHECK 1/20/2009 CHECK 69659			
DATE 1/20/2009 NUMBER 69659			44,000.00

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Operating Account
701 Maiden Choice Lane
Baltimore, MD 21228

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PNC Bank PO Box 324 Batlimore, MD 21203-0324

1/20/2009

CHECK NO.

AMOUNT 44,000.00

ORTY FOUR THOUSAND AND 00/100*

AY O THE RDER OF REGIONAL CONSTRUCTION RESOURCES INC 5600 NW CENTRAL SUITE 100 ATTN RICHARD SCANDRETT HOUSTON TX 77092

"OOO69659" 1:O540000301

5501360699#

PARTIAL LIEN WAIVER

Please Return To:
Erickson Construction Finance
991 Corporate Boulevard
Linthicum, MD 21000

STATE OF Colorado

#96891

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REGIONAL CONSTRUCTION who is the contractor for the work on the building located at owned by Littleton Campus, LLC				
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Contract Erickson Construction, LLC 96891 00501

CHECK NO.

554BR10 WCD Enclosed Pedestrian Bridge

306,960.00	•		70341	CHECK NUMBER	2/20/2009	DATE
				:		
81,736.00	0.00	81,736.00			Balance	Contract Balance
350,960.00	0.00	350,960.00			to Date	Completed
0.00	0.00	0.00			This Period	Completed
350,960.00	0.00	350,960.00			Completed Prior Period	Completed
0.00	0.00	432,696.00			Amount	Contract Amount
PAYMENT	RETAINAGE	INVOICE AMOUNT	•			

THE FACE OF THIS CHECK IS PRINTED WITH A COLORED

Operating Account Baltimore, MD 21228 701 Maiden Choice Lane Erickson Construction, LLC

> Baltimore, MD 21203-0324 PO Box 324

CHECK NO.

AMOUNT

ORDER OF REGIONAL CONSTRUCTION
RESOURCES INC
5600 NW CENTRAL SUITE 100
ATTN RICHARD SCANDRETT
HOUSTON TX 77092

STATEMENT OF LIEN

In accordance with Article 121 of Title 38 of the Colorado Revised Statutes, REGIONAL CONSTRUCTION RESOURCES, INC., 15460 Pin Oak Drive, Conroe, Montgomery County, Texas, 77384, makes the following statement of lien:

FIRST: That the name of the owner or reputed owner of such property to be charged with the lien is Littleton Campus, LLC, 701 Maiden Choice Lane, Catonsville, (Baltimore) MD 21228.

SECOND. That the name and mailing address of the person claiming the lien is REGIONAL CONSTRUCTION RESOURCES, INC., 15460 Pin Oak Drive, Conroe, Montgomery County, Texas, 77384, a subcontractor.

That the name of the person who furnished the laborers or material or performed the labor or services, or supplied the machinery, tools or equipment for which said lien is claimed is REGIONAL CONSTRUCTION RESOURCES, INC. That the name of the principal contractor is ERICKSON CONSTRUCTION, LLC, 701 Maiden Choice Lane, Catonsville (Baltimore) MD 21228.

THIRD: That the property to be charged with such lien is described as follows:

WIND CREST ENCLOSED PEDESTRIAN WALKWAY, a part of Lot 1, Block 2, Erickson Subdivision of 18.06 acres, more or less.

Also know by street number 3003A MILLVISTA ROAD, HIGHLANDS RANCH (DOUGLAS COUNTY) COLORADO 80129, situated in the County of Douglas, State of Colorado. That the said lien is held for and on account of REGIONAL CONSTRUCTION RESOURCES, INC. for labor performed and materials furnished.

FOURTH: That the amount of indebtedness due or owing the claimant for which said lien is claimed, for laborers or material furnished, labor and services performed, machinery, tools and equipment supplied is: \$72,276.00, together with interest thereon at the legal rate.



REGIONAL CONSTRUCTION RESOURCES, INC.

Sergio Luciani, President

15460 Pin Oak Drive

Conroe, Montgomery County, Texas, 77384

STATE OF TEXAS

COUNTY OF HARRIS

I, Sergio Luciani, President of Regional Construction Resources, Inc., being of lawful age and being first duly sworn, upon oath, do say that I am the President of Regional Construction Resources, Inc. the claimant herein named; that I have read the within statement of lien and abstract of indebtedness and know the content thereof; and that the same is true and correct, to the best of my knowledge, information and belief, and is made on behalf of the claimant.

Sergio Luciani, President

SUBSCRIBED AND SWORN TO BEFORE ME in the County of Harris, State of Texas, on this 10th day of August, 2009.

SONDRA HEUGATTER APRIL 12, 2013

Souder Printed Name of Notary

My Commission Expires:

Erickson Construction, LLC

Project:

Wind Crest Community Building 2.2

Project Address:

Mill Vista Rd

Highlands Ranch, CO 80129

RCRI Project # 756

- Materials Contract
- Invoices

0	April 30, 2009	\$6,905.00
0	April 15, 2009	\$106,466.00
0	March 23, 2009	\$475,624.00
	January 20, 2009	\$163,131.00
0	November 7, 2008	\$97.878.00
0	October 16, 2008	\$41,372.00

• Partial Lien Waver

0	July 29, 2009	\$250,000.00
0	February 24, 2009	\$163,31.00
0	December 31, 2008	\$97,878.00
0	December 5, 2008	\$41,372.00

> Account Summary

,
\$936,005.00
\$-44,629.00
\$891,376.00
\$891.376.00
\$552,381.00

Balance outstanding \$338,995.00





MATERIALS CONTRACT

This Materials Contract is made as of the 13 day of October, 2008 by and between Erickson Construction, LLC (the "Contractor"), whose mailing address is 701 Maiden Choice Lane, Catonsville, Maryland 21228 and Regional Construction Resources, Inc. (the "Supplier"), whose mailing address is 5600 NW Central, Suite 100, Houston, TX, 77092, PHONE: (713) 789-5131, FAX: (713) 789-5575, for work to be done on the Project known as the Wind Crest Residential Building 2.2 located at Erickson Construction 3003A Mill Vista Road Highlands Ranch, CO 80129, located in Highlands Ranch, CO (the "Site").

In consideration of the mutual covenants set forth herein, Contractor and Supplier agree as set forth below:

1. THE GOODS

The Supplier agrees to furnish: Structural Steel (Equip)

2. THE MATERIALS CONTRACT PRICE

The Contractor shall pay to the Supplier for delivery of the Goods the following Contract Price:

Cost of Goods:

\$908,742.72

Unit prices:

See Exhibit G

Sales Tax:

3.00%

\$27,262.28

A total dollar amount of:

\$936,005.00

Cost Code:

554RB22 48700-051000

All sales and/or use tax payable in connection with this transaction is included in the Contract Price. The sales tax registration form attached to this Materials Contract Agreement (Exhibit C) must be completed and returned prior to any payments being made for this material.

3. BONDS

Contractor will require a payment and performance bond for all Material Contracts over \$500,000. All bonds must be in the AIA 312 format or equal. Cost of bond is on bonding company's invoice at standard rates. Supplier must include the names of the Owner and Lender on all bonds as a dual oblige. Subcontractor can provide this information through a dual oblige rider. Two original copies of all bonds are required and should be forwarded to the Corporate Office located at 991 Corporate Boulevard, Linthicum, MD 21090.

Unless waived by Contractor in this Subsection, prior to the commencement of the Work, Subcontractor shall pay for and deliver to Owner acceptable, statutory payment and performance bonds in the full amount of the Material Contract sum issued by a surety acceptable to Owner.

4. ADDITIONAL GOODS

The Supplier understands and agrees this Agreement also includes the furnishing of the below listed items at the above price, regardless of whether or not they are shown in the Drawings and Specification as shown on Exhibit A attached hereto:

5. SCHEDULE

The Supplier acknowledges and agrees that time is of the essence for all provisions of this Agreement. To this end Supplier agrees to the following dates with regard to all submissions required by the Plans and Specifications:

- a. Revise and resubmit all items within a maximum of seven (7) days after being returned for correction.
- b. The following code numbers shall be on all submissions:

Cost Code: 554RB22 48700-051000

c. Supplier will coordinate and submit to the Contractor within two (2) weeks after execution of this Materials Contract a coordinated and detailed construction schedule to include the following:

Subcontractor: Regional Construction Resources, Inc.

Cost Code: 554RB22 48700-051000

1. Fabrication schedule showing overall lead times for the production of each material included within the Material Contract.

- 2. Delivery schedule for each component included within this Materials Contract.
- d. Supplier agrees to deliver material(s) to the site as directed by the Contractor. Supplier agrees to use licensed trucking companies that are fully insured in accordance with all state and federal mandated rules and regulations for all deliveries. Unsafe or unlicensed delivery vehicles will not be permitted to enter the site.

6. PAYMENT

Payment Terms: Invoicing, after delivery to Site and acceptance of material, to be submitted not later than the 20th of each calendar month. Provided invoices are received by such date, payment will be <u>DUE</u> on the 20th day of the following month. Detailed instructions are included in the Exhibit B "General Provisions" under item #9.

SUPPLIER SHALL SUBMIT ALL INVOICES FOR PAYMENT PROCESSING TO: ERICKSON CONSTRUCTION, LLC, ATTENTION: PROJECT MANAGER, Erickson Construction 3003A Mill Vista Road, Highlands Ranch, CO 80129.

7. RELEASE

- 7.1. Supplier agrees to deliver to Contractor an executed ACKNOWLEDGEMENT OF PROGRESS PAYMENT (Exhibit D) and RELEASE OF LIENS AND CLAIMS (Exhibit E Partial or Exhibit F Final) before payment for any supplies, in the form attached hereto.
- 7.2. Supplier and any persons acting through or under Supplier shall not file or maintain any mechanics' claims or liens against the Project, or the building thereof, or the lot of ground appurtenant thereto, for or on account of any Work done or materials furnished by this Supplier and/or any such person or persons as aforesaid.
- 7.3. To the fullest extent permitted by applicable law, Supplier, for and on behalf of Supplier and all other persons acting through or under Supplier, hereby expressly waives and relinquishes the right to have, file, or maintain any mechanics' claims or lien against the Project, the buildings thereof, and the lot of ground appurtenant thereto, or any of them, which waiver shall be and hereby is made an independent covenant and shall operate and be effective also with respect to Work and labor done and materials furnished under any supplemental agreement between Contractor and Supplier, or any agreement for extra Work done, performed, furnished or supplied in and about the Project, although not therein referred to as Work and labor performed and materials furnished under this Contract.
- 7.4. Supplier, when required by Contractor as a condition precedent to the making of any payment hereunder, shall furnish to the Contractor a full and complete release and discharge, in a form satisfactory to Contractor and Owner, of all liens, claims, and demands arising out of or relating to any and all materials furnished, Work done, and equipment used in connection therewith (see Exhibit E & F attached hereto). Furthermore, if, prior to final payment, the Contractor, Owner, or any party providing financing for the Project requests a release of liens from Supplier or anyone acting through or under Supplier, Supplier shall execute and deliver such release of liens in a form (see Exhibit F attached hereto) satisfactory to Contractor, Owner or such other party.
- 7.5. If any Supplier or other person working under Supplier files a mechanics' lien or claim or notice of intention or right to file a lien for or on account of work, labor, services, materials, equipment or other items furnished under or in connection with this Agreement, Supplier agrees to discharge or remove such lien, claim or notice at its own expense by bond, payment or otherwise within twenty (20) calendar days from the date of the filing thereof, and upon its failure to do so, Contractor or Owner shall have the right to cause any such lien or claim, notice of intention or stop notice to be removed or discharged by whatever means Contractor or Owner chooses, at the sole cost and expense of Supplier (such costs and expenses to include legal fees and disbursements). Supplier agrees to hold harmless and indemnify Contractor and Owner from and against any and all losses, claims or other filings, and actions brought or judgments rendered thereon, and from and against any and all losses, damages, liabilities, costs and expenses, including legal fees and disbursements, which Contractor or Owner may sustain in connection therewith.

8. SUBORDINATION

8.1. Supplier shall and hereby does subordinate any and all liens, rights and interests owned, claimed, or held by Supplier in and to any part of the Goods or land on which the Goods are located, to the lien or liens securing payment of sums now or hereafter borrowed by Contractor or Owner in connection with construction of the Project. Supplier shall execute such evidence of the subordination as Contractor's or Owner's lender(s) may require.

EC: ____Sub:

8.2. Supplier shall and hereby agrees to include in every subcontract relating to the Goods to which it is a party, and shall require the inclusion in each lower tier subcontract, provisions that the person or entity performing labor or furnishing materials pursuant to such subcontract agrees to subordinate any mechanic's or material men's lien or liens securing payment of sums now or hereafter borrowed by Contractor or Owner in connection with the construction of the Project.

9. WAIVER OF SUBROGATION

a. The Contractor and Supplier waive all rights against (1) each other and any of their suppliers, subcontractors, subsubcontractors, agents, employees, officers, members and directors, each of the other, and (2) the Owner, Developer, Operator, and any of their Subcontractors, sub-subcontractors, suppliers, agents, employees, officers, members and directors, for damages caused by fire of other perils to the extent covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as fiduciary. The Subcontractor shall require of the Subcontractor's subsubcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

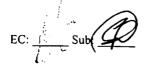
10. THE MATERIALS CONTRACT DOCUMENTS

The Materials Contract Documents consist of the following:

- This Contract
- Drawings & Specification (Exhibit A)
- General Provisions (Exhibit B)
- Sales Tax Form (Exhibit C)
- Application for Payment (Exhibit D)
- Instructions for Exhibit D (Exhibit D1)
- Partial Release of Liens (Exhibit E)
- Instructions for Exhibit E & F (Exhibit E1-F1)
- Final Release of Liens (Exhibit F)
- Scope of Work & Unit Price Schedule (Exhibit G)

11. MISCELLANEOUS

- 11.1 Supplier may not assign this Materials contract to any person or entity without Contractor's prior written consent.
- 11.2. Duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available at law or in equity.
- 11.3. Supplier agrees to indemnify and save Contractor, Owner, Owner's agents, Developer, operator, their respective parent and subsidiaries and their respective agents, officers, employees, members and directors harmless from, and defend at its own expense, any and all claims, suits, losses, damages, or expenses in any manner connected with the materials furnished by the Supplier under this Contract or caused or occasioned in whole or in part by reason of the presence of the person or property of Supplier, its employees, agents, or suppliers, except with such claims or suits arise out of the sole negligence of Contractor.
- 11.4. Supplier shall defend, indemnify, and save Contractor, Owner, Owner's agents, Developer, operator, their respective parent and subsidiaries and their respective agents, officers, employees, members and directors harmless from, and defend at its own expense, any and all claims by the employees of Supplier, its vendors, or its agents, when such claims shall have been incurred, or alleged to have occurred from an unsafe place to work or such similar type of complaint.



11.5. Supplier shall pay all expenses, costs, and attorney's fees incurred by Contractor, Owner, Owner's agents,
Developer, operator, their respective parent and subsidiaries and their respective agents, officers, employees,
members and directors in the enforcement of this Contract, of any bond furnished in connection herewith, or for the
prosecution or defense of any claim as defined herein.

Supplier shall indemnify, defend, and hold harmless Contractor, including but not limited to attorneys fees and costs, to the fullest extent and under no circumstances to a lesser extent than Contractor has indemnified Owner and others with respect to Supplier's Work (including without limitation, Supplier's performance of its Work) under the Contract Documents.

IN WITNESS WHEREOF, the parties have set forth their hand and seal below.

WITNESSES:

CONTRACTOR:

ERICKSON CONSTRUCTION, LLC

DATE:

BY:

David Tague

TITLE: Vice President of Construction

SUPPLIER:

Regional Construction Resources, Inc.

BY:

ergio Ludani

TITLE:

President

EC: Sub:

EXHIBIT "A" Contract Documents

Drawing Number	<u>Description</u>	Date
00.00	Cover Sheet	07/02/2008
00.01	Sheet Index	07/02/2008
00.02	Project Symbols, Abbrevations & Notes	07/02/2008
00.03	FHA Guidelines and General Notes for Living Units	07/02/2008
00.04	ADA Guidlelines, Gen. Notes for Pub & Com use Faci	07/02/2008
00.05	ADA Guidelines, Gen Notes	07/02/2008
10.01A	Fire & Building Code Information	07/02/2008
10.01B	Fire & Building Code Information	07/02/2008
10.02	Unit Mix & REsident Storage Chart	07/02/2008
10.03	Site Plan & Parking Distribution	07/02/2008
10.04	Site Matrix- NHD 1-A	07/02/2008
10.06	Unit Addressing Plan	07/02/2008
30.01A	Partial Terrace Level Plan-A	07/02/2008
30.01B	Partial Terrance Level PlanB	07/02/2008
30.02A	Partial First Level Plan- A	07/02/2008
30.02B	Partial First Levek Plan - B	07/02/2008
30.03A	Partial Second Level Plan - A	07/02/2008
30.03B	Partial Second Level Plan -B	07/02/2008
30.04	Partial Third Level Plan- B	07/02/2008
30.04A	Partial Third Level Plan- A	07/02/2008
30.05- A	Partial Fourth Level Plan- A	07/02/2008
30.05- B	Partial Fourth Level Plan - B	07/02/2008
30.06A	Partial Roof Plan A	07/02/2008
30.07	Plan Details	07/02/2008
30.10	Enlarged Plans	07/02/2008
31.01	Exterior Elevations- South Elvation	07/02/2008
31.02	Exterior Elevations - North Elevation	07/02/2008
31.03	Exterior Elevations - East/West Elevation	07/02/2008
31.04	Enlarged Elevations	07/02/2008
31.05	Enlarged Elevations	07/02/2008
32.01	Building Sections	07/02/2008
32.02	Building Sections	07/02/2008
33.01	Wall Sections	07/02/2008
33.02	Wall Sections	07/02/2008
		_

22.02		Cost Code: 554RB22 - 48700-051000
33.03	Wall Sections	07/02/2008
33.04	Wall/Awning Details	07/02/2008
33.05	Balcony Details	07/02/2008
33.06	Bay Window Details	07/02/2008
33.07	Eave Details	07/02/2008
33.08A	Roof Details	07/02/2008
33.08B	Roof Details	07/02/2008
33.09	Bridge to CB2.0	07/02/2008
33.09B	Bridge to CB2.0	07/02/2008
33.09C	Bridge to CB2.0	07/02/2008
34.01	Elevator Plans and Details	07/02/2008
34.02	Stair Plans and Section-#1	07/02/2008
34.03	Stair Plans and Section-#2	07/02/2008
35.01	Partition Types	07/02/2008
35.01A	UL Assemblies	07/02/2008
35.01B	UL Assemblies	07/02/2008
35.01C	UL Assemblies	07/02/2008
35.01C	UL Assemblies	07/02/2008
35.01D	UL Assemblies	07/02/2008
35.01E	UL Assemblies	07/02/2008
35.01F	UL Assemblies	07/02/2008
35.02	Door Schedule	07/02/2008
35.03	Door Details	07/02/2008
35.04	Window Schedule and Details	07/02/2008
35.05	Window Flashing Details	07/02/2008
35.05A	EIFS Details	07/02/2008
35.05B	EIFS Details	07/02/2008
35.06	Roof Flashing Details	07/02/2008
36.01	Corridor Elevation	07/02/2008
36.02	Corridor Elevation	07/02/2008
36.03	Corridor Elevation	07/02/2008
36.04A	Elevator Lobby Enlarged Plans	07/02/2008
36.04B	Elevator Lobby Enlarged Plans	07/02/2008
36.05A	Elevator Lobby Enlarged Plans	07/02/2008
36.05B	Elevator Lobby Enlarged Plans	07/02/2008
36.07	Interior Details	07/02/2008
36.08	Details	07/02/2008
38.01A	Partial Terrace Level RCP - A	07/02/2008
38.01B	Partial Terrace Level RCP - B	07/02/2008
38.02A	Partial First Level RCP - A	07/02/2008

		Cost Code: 554RB22 - 48700-05100
38.02B	Partial First Level RCP - B	07/02/2008
38.03A	Partial Second Level	07/02/2008
38.03B	Partial Second Level RCP -B	07/02/2008
38.04A	Partial Third Level RCP -A	07/02/2008
38.04B	Partial Third Level RCP - B	07/02/2008
38.05A	Partial Fourth Level RCP -A	07/02/2008
38.05B	Partial Fourth Level RCP - B	07/02/2008
40.01	Elevator Lobby Finish Plans	07/02/2008
40.02	Elevator Lobby Finish Plan	07/02/2008
41.01	Wall Finishes	07/02/2008
41.02	Bridge to CB2.0	07/02/2008
42.01	Ceiling Finish Plan	07/02/2008
42.02	Bridge to CB2.0	07/02/2008
45.01	Finish Schedule- Public	07/02/2008
45.02	Finish Schedule- Units	07/02/2008
45.03	Finish Schedule	07/02/2008
49.01A	Partial Terrace Level Furniture Plan	07/02/2008
49.01B	Partial Terrace Level Furniture Plan	07/02/2008
49.02A	Partail First Level Furniture Plan	07/02/2008
49.02B	Partial First Level Furniture Plan	07/02/2008
49.03A	Partial Second Level Furniture Plan	07/02/2008
49.03B	Partial Second Level Furniture Plan	07/02/2008
49.04A	Partial Third Level Furniture Plan	07/02/2008
49.04B	Partial Third Level Furniture Plan	07/02/2008
49.05A	Partial Fourth Level Furniture Plan	07/02/2008
49.05B	Partial Fourth Level Furniture Plan	07/02/2008
49.06	Bridge to CB2.0	07/02/2008
60.01A	Partial Terrance Level Framing Plan- A	07/02/2008
60.01B	Partial Terrace Level Framing Plan- B	07/02/2008
60.02A	Partial First Level Framing Plan A	07/02/2008
60.02B	Partial First Level Framing Plan- B	07/02/2008
60.03A	Partial Second Level Framing Plan- A	07/02/2008
60.03B	Partial Second Level Framing Plan- B	07/02/2008
60.04A	Partial Third Level Framing Plan- A	07/02/2008
60.04B	Partial Third Level Framing Plan- B	07/02/2008
60.05A	Partial Fourth Level Framing Plan- A	07/02/2008
60.05B	Partial Fourth Level Framing Plan- B	07/02/2008
60.06A	Partail Roof Framing Plan- A	07/02/2008
60.06B	Partial Roof Framing Plan- B	07/02/2008
60.07	Bridge to CB2.0	07/02/2008

40.00	•	Cost Code: 554RB22 - 48700-051000
60.08	Links Details	07/02/2008
61.01	Special Instructions	07/02/2008
61.01B	Special instructions Continued	07/02/2008
61.02 A	General Notes	07/02/2008
61.02B	General Notes Continued	07/02/2008
61.03	Typical Details	07/02/2008
61.04	Typical Details	07/02/2008
62.01	Foundation Details	07/02/2008
62.02	Foundation Sections	07/02/2008
62.04	Foundation Sections	07/02/2008
63.01	Framing Sections	07/02/2008
63.10	Framing Sections	07/02/2008
63.11	Framing Sections	07/02/2008
63.12	Framing Sections	07/02/2008
64.01	Brace Frame Elevations	07/02/2008
64.02	Brace Frame Details	07/02/2008
65.01	Column Schedule	07/02/2008
70.00	Title Sheet	07/02/2008
70.00.1	Water/Gas/FP Distribution	07/02/2008
70.00A	Partial Underfloor-A	07/02/2008
70.00B	Partial Undfloor- B	07/02/2008
70.01A	Partial Terrace Level Plan- A	07/02/2008
70.01B	Partial Terrace Level Plan- B	07/02/2008
70.02A	Partial Frist Level Plan- A	07/02/2008
70.02B	Partial First Level Plan- B	07/02/2008
70.03A	Partial Second Level Plan- A	07/02/2008
70.03B	Partial Second Level Plan- B	07/02/2008
70.04A	Partial Third Level Plan- A	07/02/2008
70.04B	Partial Third Level Plan-B	07/02/2008
70.05A	Partial Fourth Level Plan- A	07/02/2008
70.05B	Partial Fourth Level Plan- B	07/02/2008
70.06A	Partial Roof/Attic Plan- A	07/02/2008
70.06B	Partial Roof/Attic Plan- B	07/02/2008
71.01	Enlarged Plan	07/02/2008
72.01	Details	07/02/2008
73.01	Risers	07/02/2008
80.00	Title Sheet	07/02/2008
80.01A	Partial Terrace Level Plan- A	07/02/2008
80.01B	Partial Terrace Level Plan- B	07/02/2008
80.02A	Partial First Level Plan- A	07/02/2008
		• •

00.000		Cost Code: 554RB22 - 48700-051000
80.02B	Partial First Level Plan- B	07/02/2008
80.03A	Partial Second Level Plan- A	07/02/2008
80.03B	Partial Second Level Plan- B	07/02/2008
80.04A	Partial Third Level Plan- A	. 07/02/2008
80.04B	Partial Third Level Plan- B	07/02/2008
80.05A	Partial Fourth Level Plan- A	07/02/2008
80.05B	Partial Fourth Level Plan- B	07/02/2008
80.06A	Partial Roof Plan- A	07/02/2008
80.06B	Partial Roof Plan- B	07/02/2008
81.01 ,	Enlarged Mechanical Room	07/02/2008
82.01	Mechanical Details	07/02/2008
82.02	Mechanical Details	07/02/2008
83.01	Mechanical Risers Diagram	07/02/2008
83.02	Wet Riser Diagram	07/02/2008
84.01	Mechanical Schedules	07/02/2008
90.00	Cover Sheet	07/02/2008
90.01A	Partial Terrace Level Plan- A	07/02/2008
90.01B	Partial Terrace Level Plan- B	07/02/2008
90.02A	Partial First Level Plan- A	07/02/2008
90.02B	Partial Frist Level Plan- B	07/02/2008
90.03A	Partial Second Level Plan- A	07/02/2008
90.03B	Partial Second Level Plan- B	07/02/2008
90.04A	Partial Third Level Plan- A	07/02/2008
90.04B	Partial Third Level Plan- B	07/02/2008
90.05A	Partial Fourth Level Plan- A	07/02/2008
90.05B	Partial Fourth Level Plan- B	07/02/2008
91.01	Part Plan- Electrical	07/02/2008
91.02	Part Plan- Electrical	07/02/2008
92.01	One- Line Diagram	07/02/2008
92.02	Fire Alarm Riser Diagrams	07/02/2008
92.03	Electrical Riser Diagrams	07/02/2008
93.01	Site Plan	07/02/2008
93.02	Details	07/02/2008
93.03	Details	. 07/02/2008
93.04	Details	07/02/2008
94.01	Electrical Schedules	07/02/2008
94.02	Electrical Schedules	07/02/2008
Unit C1	MEP	07/02/2008
Unit C1	Architectual	07/02/2008
Unit C11.5	Architectual	07/02/2008

** '. 011 -		Cost Code: 554RB22 - 48700-051000
Unit C11.5	MEP	07/02/2008
Unit C1h	Architectual	07/02/2008
Unit C1h	MEP	07/02/2008
Unit C5	Architetual	07/02/2008
Unit C5	MEP	07/02/2008
Unit C8	MEP	07/02/2008
Unit C8	Achitectual	07/02/2008
Unit D1.5	MEP	07/02/2008
Unit D1.5	Architectual	07/02/2008
Unit D2	MEP	07/02/2008
Unit D2	Architectual	07/02/2008
Unit E4	Architectual	07/02/2008
Unit E4	MEP	07/02/2008
Unit E4+	Architectual	07/02/2008
Unit E4+	MEP	07/02/2008
Unit E9.5	Acrhitectual	07/02/2008
Unit E9.5	MEP	07/02/2008
Unit F2	Architectual	07/02/2008
Unit F2	MEP	07/02/2008
Unit F3	MEP	07/02/2008
Unit F3	Architectual	07/02/2008
Unit F5	Architectual	07/02/2008
Unit F5	MEP	07/02/2008
Unit F6+	MEP	07/02/2008
Unit F6+	Architectual	07/02/2008
Unit F8	MEP	07/02/2008
Unit F8	Architectual	07/02/2008
Unit G4	Architectual	07/02/2008
Unit G4	MEP	07/02/2008
Unit G6	Architectual	07/02/2008
Unit G6	MEP	07/02/2008
Unit H1	Architectual	07/02/2008
Unit H1	MEP	07/02/2008
Unit H2	MEP	07/02/2008
Unit H2	Architectual	07/02/2008
Unit J3	Architectual	07/02/2008
Unit J3	MEP	07/02/2008

EXHIBIT "B" General Provisions

- The Supplier shall replace or, if approved by the Architect, Owner and/or Contractor repair any defective work, cracked, chipped
 or damaged materials. Supplier will be responsible for all associated costs if the damage occurs at the fabrication plant or during
 transportation to the jobsite. Supplier agrees to promptly provide all replacement materials at no additional cost to the Owner,
 Architect or Contractor and repeat tests as necessary until all work is proven satisfactory. Retesting cost shall be the
 responsibility of the Supplier should the Owner elect.
- 2. Supplier 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 Supplier's work. Any vehicle parked on or adjacent to the site without Contractor's permission is subject to removal at the Supplier's expense.
- 3. The Supplier understands the project site is in an urban location and that only a limited amount of on site material staging will be permitted. It is the responsibility of each Subcontractor and Supplier to coordinate all on site staging with the Contractor's Superintendent. All material deliveries must be coordinated at least forty-eight (48) hours in advance. This Supplier understands that the limited space also applies to the use of site trailers and/or field offices and permission must be obtained by Project Superintendent.
- 4. It is agreed and understood that all communications to the Architect or Engineer or Owner or Leasing Agent or other Subcontractor's and Supplier's, or any representative of the above, whether written or verbal, shall be through the Contractor unless specific permission is granted by the Contractor for a direct communication, and any communications not so conducted shall neither be binding or enforceable on any party. Further, any communication with any of the above parties conducted with permission of the Contractor shall be documented and summarized in writing by the Supplier within 24 hours of the communication, noting parties involved, subjects discussed, conclusions reached, and all other pertinent information, and shall be immediately distributed to the Contractor and all parties involved. If such communication in any way affects the Work of other Subcontractors or Suppliers this Supplier shall be liable for all costs involved unless specifically authorized otherwise by the Contractor in writing.
- 5. Backcharges to the Contractor or to other Subcontractors on the project, for which this Supplier fees are not included with the Materials Contract, must be brought to the attention of the Contractor, in writing, with ten (10) days of the initial occurrence and must be submitted for payment with all required back-up with twenty (20) days of the occurrence. Any event for which Supplier has not so notified and submitted shall not entitle Supplier to on-going Backcharges, these Backcharges must initially be submitted as noted above, and thereafter on a bi-weekly basis. Any Backcharges to be brought against this Supplier by either the Contractor or another Subcontractor or Supplier shall be forwarded in written notification not more than twenty (20) days from initial occurrence and submitted with proper back up for payment with thirty (30) days or shall be otherwise null and void. Subcontractors and Suppliers are encouraged to work out minor disputes between each other, but Contractor shall not be responsible for the enforcement, or collection of any sums, or any agreements between Subcontractors and/or Suppliers for which a written agreement was not prepared and signed by all parties.
- 6. 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 schematically indicated in the Contract Documents, must be maintained throughout.
- 7. The 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 in accordance with the terms of the Contract Documents, and the costs for labor and materials shall be at prevailing rates in the Project area.
- 8. With thirty (30) days of the execution of the Materials Contract, Supplier shall submit for approval of the Contractor, a complete schedule of values breakdown of the Materials Contract amount. The schedule of values breakdown shall be in the form similar to the AIA. G703 format. When approved, the schedule shall be used to apply for monthly (and final) progress payments. All sums shall have amounts rounded off up or down to the nearest whole dollar except final payment.
- 9. Progress payment applications shall be prepared and submitted to the Contractor on or before the 20th of the month for payment by the 20th of the following month.

EC: ___Sub:

- 10. Notwithstanding any other provision contained in this Materials Contract and superseding ay contrary term expressed herein, Supplier agrees that if in the event on any picket, strike, work stoppage, or other form of labor dispute at the jobsite, whether that dispute or picket is in connection with the Owner, the Contractor, the Supplier or any other subcontractor or separate contractor on the jobsite, Supplier will continue to perform the Supplier's work required herein, with interruption on delay, because of such picket or other form of labor dispute, the Contractor may terminate services or the Supplier after giving twenty-four (24) hours written notice and an intent to do so, or the contractor may invoke any of the rights and remedies set forth in this Materials Contract. Additionally, should the Supplier be party to one or more labor agreements he shall, with 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. It is contemplated hereby the Supplier shall, if necessary, utilize to the fullest extent possible all contractual provisions contained in Supplier's labor agreement which allow for the hiring of replacement employees, should the hiring of the Supplier be unable or unwilling to meet the need of the Supplier.
- 11. The Supplier shall cooperate with the Contractor and other Suppliers and Subcontractors whose work might interface with Supplier's work, and shall participate in the preparation or coordination drawings in areas of congestion, specifically noting and advising the Contractor on any such interferences.
- 12. Payments made on account of materials or equipment not in place but delivered and suitably stored, when agreed upon in advance in writing by the Owner. Such materials or equipment (Stored Materials) may be at the Property or at any other location agreed upon in advance in writing by the Owner.
- 13. Beyond Stored Materials, Owner will not advance progress payments for Supplier engineering, shop drawing preparation, or insurance costs, all of which are incidental to the award of the Materials Contract and the subsequent performance of the work: however, Supplier may include such costs (limited to a maximum of two (2%) percent of the materials contract amount) in its initial payment request which will be paid after commencement of work by Supplier. In the event Supplier has purchased a performance and payment bond, owner will advance progress payment for the cost of same upon request and upon receipt of a copy of the invoice for the premium.

EC: Sub:

EXHIBIT "C" Sales Tax Form

Subcontractor / Supplier Name:	Regional Construction Resources, Inc.
Address: 5600 NW Central, Suite 100, Houston, TX, 77092	
Job No. 554RB22	
Purchase Order Number: 8	
Is licensed to do business in the State of	of CO, sales tax registration number is 48-45379-9003
Will remit all sales tax on the taxable ite	ems in the Purchase Order to the State of CO on a timely reporting basis.
Title: President	Date: 10/30/08
	******OR-****
Is not licensed to do business in the Stat	e of CO and will not include sales tay on any invoices

Date:

Signed:

Title:

EC: Sub:

Exhibit "D.1" Instructions for "Exhibit D"

Subcontractors/Suppliers shall submit attached Application and Certificate for Payment (Exhibit D) for payment processing to:

ERICKSON CONSTRUCTION, L.L.C. Erickson Construction 3003A Mill Vista Road Highlands Ranch, CO, 80129

ATTN: Project Manager, Matthew Ostrowski

Your application for payment, using the attached Application and Certificate for Payment (Exhibit D) form, must be fully completed, and must be in our office at the above address no later than the 20th of the month.

If your Application and Certificate for Payment is not fully completed and received in our office, at the above address by the 20th of the month, your payment will be delayed until the following months payment cycle.

EC: ____ Sub:

EXHIBIT "D"

APPLICATION AND CERTIFICATE FOR PAYMENT

FROM:	703 Maiden Choice Baltimore, MD 212 Regional Constructi	28	DATE: PROJECT NO.: JOB: APPLICANT NO. PERIOD TO:	554RB22 Sandpiper Hollow :
1. Origina	il Contract Amount		\$	
2. Change	Orders Issued to Dat	e (Thru C.O. #)	\$	
3. Contrac	et Sum to Date (Line 1	+2)	\$	
4. Total Co	ompleted & Stored to	Date	\$	
5. Less Re	tainage (%)		\$	
6. Total Ea	irned to Date Less Re	tainage (Line 4-5)	<u>\$</u>	
7. Less Pre	vious Requisitions		\$	
8. Payment	Due This Period (Li	ne 6-7)	<u> </u>	
Note: Pa	yment will be made fo	r only those costs which a	ruction L.L.C. Please provide a	nal Contract amount or for which a list of any outstanding claims for BY PROJECT MANAGER
			RETAINAGE RELEASE	\$
			PROGRESS BILLING	\$
			RETAINAGE HELD	\$
			TOTAL AMOUNT DUE	\$
			PROJECT NUMBER	554RB22
			COST CODE #	48700-051000
			APPROVED BY	
	**		APPROVED DATE	
NCHIISTO	FINAL PAYMENT OMPLETED		TOP ACCOUNT	TENC HOP ON W
RRANTY C	OMPLETED	YES NO		TING USE ONLY
M (CLOSEO	DELIVERED UT BOOK -DEL)	YES NO	DATE RECEIVED	
ANGE ORDE	ERS COMPLETED	☐ YES ☐ NO	REVIEWED BY	

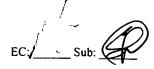


EXHIBIT "E1" & "F1" Instructions for Exhibits E & F

Subcontractors/Suppliers shall submit attached Partial Release of Liens (Exhibit E) and Final Release of Liens (Exhibit F) for payment processing to:

ERICKSON CONSTRUCTION, L.L.C.
Corporate Office
991 Corporate Blvd
Linthicum Heights, Maryland 21090
Attn: Contract Administrator

EXHIBIT E - PARTIAL RELEASE OF LIENS

The attached Partial Release of Liens (Exhibit E) form must be fully completed, properly executed by a authorized Corporate Officer or Owner/ Proprietor with Original Signatures, Notarized, and must be in our office at the above address no later than the last day of the month.

If your Partial Release of Liens (Exhibit E) is not fully executed and received on a timely basis, i.e. no later than the last day of the month, previous payment not covered by a current waiver of lien will be deducted from your expected payment.

EXHIBIT F - FINAL RELEASE OF LIENS

The attached Final Release of Liens (Exhibit F) form must be fully completed, properly executed by a authorized Corporate Officer or Owner/Proprietary with original signatures, Notarized, and must be in our office at the above address no later than the last day of the month or at issuance of Final Payment.

No Final Payments will be issued until Final Release of Liens is in hand.

EC: ____ Sub

EXHIBIT "E"

Partial Lien Waiver

COUNTY OF DOUGLAS) To Whom It May Concern: WHEREAS the undersigned, for and in consideration of	STATE OF COLOR	(ADO)				
WHEREAS the undersigned has been employed by	COUNTY OF DOU	(GLAS)) SS			
THE undersigned, for and in consideration of	To Whom It May Co	oncem:				
THE undersigned, for and in consideration of	WHEREAS the unde	ersigned has been employ	red by	to furn	sh	_ for the premises kno
material, fixtures, apparatus or matchinery fumished, and on the money, funds or other considerations, due or to become due from the Owner, on account alabor services, material, fixtures, apparatus or matchinery fumished, and on the money, funds or other considerations, due or to become due from the Owner, on account alabor services, material, fixtures, apparatus or matchinery, heretofore furnished, to this date only, by the undersigned for the above-described premises. COMPANY: ADDRESS: SIGNATURE AND ITILE: ADDRESS: SIGNATURE AND ITILE: COMPANY: CONTRACTOR'S AFFIDAVIT Go Whom It May Concern: HE undersigned, being duly sworn, deposes and says that he is		or which	<u> </u>	is the Owner,		
DATED:	material, fixtures, ap	paratus or machinery fun	nished, and on the money fund	nd on said above-described	premises, and the improve	ments thereon, and on
Note: All waivers must be for the full amount paid. If a wavier is for a corporation, corporate name should be used, the title of officer signing waiver should be used, the title of the same should be used, the title of same should be used, the title of the same should be used, the same should be used, the same should signed the manufacture of the manufa						
Solicity All waivers must be for the full amount paid. If a wavier is for a corporation, corporate name should be used, the title of officer signing waiver should be seen torth; if waiver is for a partnership, the partnership name should sign and designate him/herself as a partner. CONTRACTOR'S AFFIDAVIT O Whom It May Concern: HE undersigned, being duly sworn, deposes and says that he is	DATED		COMPANY:			
CONTRACTOR'S AFFIDAVIT To Whom It May Concern: HE undersigned, being duly sworn, deposes and says that he is	SIGNATURE AND	TTTLE:	ADDRESS			
TALLABOR AND MATERIAL TO COMPLETE The undersigned, being duly sworn, deposes and says that he is	<u> </u>		CONTRACTOR'S AFFIDAVI	r		
HE undersigned, being duly sworn, deposes and says that he is				-		
on which he has received payment of \$	o Whom It May Con	сеги:				
on which he has received payment of \$						
on which he has received payment of \$	HE undersigned, beir	ng duly sworn, deposes a	nd says that he is	of the		(name of compan
on which he has received payment of \$	no is the configer	or for the	work on the	building located at _		owned
there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any or to be done upon or in connection with said work other than above stated. day of, 200 Signature:			· · · · · · · · · · · · · · · · · · ·	 '		
idity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having lidity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having lidity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having lidity of said waivers. That the following are the names of all parties having into the construction thereof and the amount due or to become due to each did that the items mentioned include all labor and material required to complete said work according to plans and specifications: NAMES WHAT FOR CONTRACT PRICE AMOUNT PAID THIS PAYMENT BALANCE TAL LABOR AND MATERIAL TO COMPLETE It there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any or to be done upon or in connection with said work other than above stated. ed this day of, 200 Signature: cribed and sworn to before me this day of, 200	nat the total amount of	f the contract including e	ertrac ic C	on which he been	in the second	
AMMES WHAT FOR CONTRACT PRICE AMOUNT PAID THIS PAYMENT BALANCE TAL LABOR AND MATERIAL TO COMPLETE there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any or to be done upon or in connection with said work other than above stated. Signature: cribed and sworn to before me this 200 Signature: cribed and sworn to before me this day of, 200	s pusincin. I nat all	waivers are true, correct	and commune and delivered uni	conditionally and that there	Common and a first term of the common of the	
there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any or to be done upon or in connection with said work other than above stated. Aday of, 200 Signature:		· I HOL HILL TOHOWING MIC	tile names of all names who h	ave firmiched motorial as l	nhae a- bask fa:	
NAMES WHAT FOR CONTRACT PRICE AMOUNT PAID THIS PAYMENT BALANCE TAL LABOR AND MATERIAL TO COMPLETE There are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of an or to be done upon or in connection with said work other than above stated. The payment balance This payment balance BALANCE THIS PAYMENT BALANCE BALANCE THIS PAYMENT BALANCE						to become due to eac
TAL LABOR AND MATERIAL TO COMPLETE there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any or to be done upon or in connection with said work other than above stated. ed this day of 200 Signature:			material required to comple	ic said work according to p	ians and specifications:	
TAL LABOR AND MATERIAL TO COMPLETE It there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any or to be done upon or in connection with said work other than above stated. ed this day of, 200 Signature: cribed and sworn to before me this day of, 200	NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE
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EXHIBIT "F"

Final Lien Waiver

COLDIMA OF FOR					
COUNTY OF DOL	JGLAS)) SS			
To Whom It May C	oncern:				
WHEREAS the und	ersigned has been employ	ed hy	to form	iah	Cardina
as	of which	ed by	is the Owner,	1511	tor the premises kn
mechanics' liens, wit furnished, and on the machinery, heretofor	th respect to and on said a money, funds or other co te furnished, or which ma	waive and release and all lien or above-described premises, and the onsiderations, due or to become daybe furnished at any time herea	claim of, or right to, lien, u e improvements thereon, a ue from the Owner, on acc fter, by the undersigned fo	under the statutes of the Stat and on the material, fixtures count of labor services, mate or the above-described prer	e of Colorado, relation, apparatus or machi
SIGNATURE AND	TITE C.	ADDRESS:			,
be set forth; if waiver	is for a partnership, the	paid. If a wavier is for a corpora partnership name should sign an	ition, corporate name shound designate him/herself a	ld be used, the title of offic s a partner.	er signing waiver sho
	(CONTRACTOR'S AFFIDAVII			
To Whom It May Con	.cam.				
o whom it may con	icom,				
HE undersigned, bei	ng duly sworn, deposes a	nd savs that he is	ofthe		(22222
ho is the contract					
he undersigned, for), e customer's full sati	and in consideration and other good and valua sfaction. Furthermore, to	and upon payment in seven	business day, of the	sum ofd to on the reverse side has	Doll been fully performe
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EXHIBIT "G"

SUBCONTRACTOR SCOPE OF WORK

SEE ATTACHED

EC: Sub

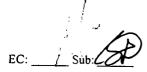
EXHIBIT G ATTACHMENT

In accordance with the Contract Documents included in Exhibit A, and the general provisions of this contract, the subcontractor shall provide all materials, shop drawings, submittals, transportation, taxes, insurance, support functions and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, to complete the Structural Steel & Metal Fabrications work for the Residential Building 2.2, and the link to the Community Building 2.0.

Fabrication of the steel shall be performed in accordance with Contract Documents dated 7/02/2008 prepared by James, Harwick, and Partners, Inc. in general, and Specification Section 05120 (Structural Steel) and 05500 (Metal Fabrications) specifically, unless noted otherwise below; and in compliance with all applicable codes and regulations. Work shall include, but is not limited to the following:

1. SCOPE OF WORK

- Furnish all structural steel for Residential Building 2.2 (Sand Piper Hollow) & the Link from Residential Building 2.2 to Community Building 2.0.
- 1.2 Furnish all miscellaneous steel including, but not limited to, all anchor bolts, base plates, fasteners, embeds, edge angle, bent plate, ledger angles, lintels, etc. to complete the structure in accordance with the contract drawings and specifications.
- 1.3 A325 bolts 1-1/8" and 1-1/4" and A490 bolts 1" and over must first have Johnson's Stick Wax #140 applied to their threads before being assembled in work. Deliver anchor bolts and "For Construction" anchor bolt plans no later than October 14th, 2008.
- 1.4 Provide all submittals, including product data, shop drawings, samples, material certifications and test reports as required by the specifications.
- 1.5 Include galvanizing for structural steel, miscellaneous metals, bolts, nuts, washers etc. in accordance with Contract Documents.
- 1.6 Include angle kickers and continuous angle shelf where necessary.
- 1.7 Provide all holes, cut-outs, etc. as required to accommodate the work of other trades, in accordance with the Contract Documents. This includes penetrations through beams.
- 1.8 Furnish all steel for interior stairs including stair treads, platforms, freestanding picket rail with grab bar and wall rails.
- 1.9 Furnish elevator pit ladders, divider beams, sill support angles and hoist beams.
- 1.10 Furnish ship's ladder and roof access ladder as indicated in the Contract Documents.



- 1.11 Furnish all balcony guardrails, single deco "X" rails, double deck "X" decorative rails, and areaway grates.
- 1.12 Subcontractor shall take part in weekly "BIM" (building information modeling) meetings to make certain that the the fabrication of all steel is completed with MEP and structural systems in mind.
- 1.13 Subcontractor shall deliver first sequence of steel for the RB2.2 during the first week of January 2009 and shall complete all deliveries on or before the last week of February 2009.

SCHEDULE OF VALUES S.O. 756 – RB2.2

Shop Drawings	\$94,250.00
Anchor bolts, embeds	\$45,000.00
Structural steel	\$653,755.00
Miscellaneous	\$143,000.00

Total Contract

\$936,005.00

END OF EXHIBIT G ATTACHMENT

EC: ____ Şub:



INVOICE

April 30, 2009

Invoice No 756-7

Erickson Construction L.L.C 3330 W. County Line Rd Highlands Ranch, CO. 80129

Attn: Matt Ferguson

Re: Windcrest Highland Ranch RB 2.2

Net 30 Days

R.C.R.I. NO. 4060

Description of items invoiced: BALANCE OF STAIRS AND RAILS

Balance to finish	æ	0.00
Current Amount Due This Invoice	\$	6,905.00
Current Amount Due Incl 3% Sales Tax	>	6,905.00
Less Previous Invoices Current Amount Pro-Invol. 20/ Sular Trans	<i>\$</i>	884,471.00
Total Completion to Date	\$	891,376.00
Contract Sum to Date	\$	891,376.00
PENDING CHANGE ORDERS	\$	-59,809.00
Change Order #1	\$	15,180.00
Original Contract Sum	\$	936,005.00

THANK YOU FOR THIS NICE ORDER.

Regional Construction Resources, Inc.

5600 Northwest Central Drive #100 Houston, TX 77092

Invoice

Date	Invoice #
4/30/2009	75 6-7

Bill To		

P.O. No.	Terms	Project
	Net 30	756 Windcrest RB 2.2

iter	n Description	Est Amt	Prior Amt	Prior %	Qty	Rate	Curr %	Total %	Amount
Itei	The Description CHANGE ORDER April 15, 2009 Decreased price of 202 from \$49,866.98 to \$58,066.98. (-\$8,200.00) Total change to estimate -\$8,446.00 Sales Tax		Prior Amt	Prior %	Qty	Rate	0.78%		

Total \$6,905.02

Payments/Credits \$0.00

Balance Due \$6,905.02

Regional Construction Resources, Inc.

5600 Northwest Central Drive #100 Houston, TX 77092

Invoice

Date	Invoice #
4/30/2009	756-7

Bill To		

P.O. No.	Terms	Project
	Net 30	756 Windcrest RB 2.2

ltem	Description	Est Amt	Prior Amt	Prior %	Qty	Rate	Curr %	Total %	Amount
	Material General (Raw)	908742.72	902038.81	99.26%		6,703.91	0.74%		

Payments/Credits

Balance Due

SUBC	SUBCONTRACT SCHEDULE OF VALUES	UES					į		
Subcontra	Subcontractor: Regional Construction Description	December 120				PAGE	JE 1 OF 1 PAGES	je S	i
		nesources, mc.				Application No:	7		
Project Name:		O Jones Constitution				Application Date:	4/30/2009		
		Time clest NP 2.2 nigiliands Kanch CO				Period From:	4/1/2009		
						Period To:	4/30/2009		
						Job No:			
 	8	Ç				Vendor No:			
		ر	Ω	ш	ı.	ტ		Ŧ	
Hom No				Work Complete		Total Complete			
	Description of Work	Scheduled Value	Previous	Work in	Stored	and Stored to		Balance to	Retainage
			Applications		Materials	Date	%	Finish	D
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,	Anchor Bolto and Embara	94,250.00	94,250.00		0.00	94,250.00	100%	00.00	0.00
4 6	Ailcilor Bolts and Embeds	45,000.00	45,000.00	0.00	00.00	45,000.00	100%	0.00	0.00
2	Structural Steel	653,755.00	653,755.00		00.0	653,755.00	100%	00.00	0.00
, ,	Miscellaneous	143,000.00	136,095.00	06'9	00.0	143,000.00	100%	00.0	0.00
0	CHANGE ORDER # 1	15,180.00	15,180.00		00.0	15,180.00	100%	00.0	0.00
٥	PENDING CHANGE ORDERS	00.0	0.00		00.0	00.0	%0	00.0	0.00
	DECO KAILS	-4,772.00	-4,772.00		00.0	-4,772.00	100%	00.0	0.00
	LINK BRIDGE	-15,523.00	-15,523.00	00.0	00.0	-15,523.00		00.0	0.00
	BALCONY RAILS	-32,930.00		00.0	0.00	-32,930.00		000	0.00
	ELEV. PII LADDER	400.00		00.0	00.0	400.00		00.00	0.00
,	FIELD BOLTS	-6,184.00	-6,184.00	00.0	00.0	-6,184.00		00.0	0.00
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07		0.00	0.00	0.00	00.0	00.00	%0	00.0	0.00
IOIAL		891,376.00	884,471.00	6,905.00	0.00	891,376.00	100.00%	00.0	0.00

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"EXHIBIT "E"

CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

COUNTY OF: HARRIS F F COUNTY OF: HARRIS	Original Contract Amount: Approved Change Orders: Adjusted Contract Amount Complete to Date: Retention: Fotal Earned (Less Retention) Previous Payments: Current Payment: Contract Balance:	\$ \$936,005.00 \$ -\$44,629.00 \$ \$891,376.00 \$ \$0.00 \$ \$891,376.00 \$ -\$884,471.00 \$ \$6,905.00 \$ \$0.00	INCL. 3% SALES TAX
	Title Insurer) Lender) Owner) Contractor)		
The UNDERSIGNED being duly sworn states that he is			
of Regional Construction Resources, Inc. (firm) who has		-	
for furnishing Structural and Miscellaneous Steel and Erec		eing erected on	
real estate known and identified as Wind Crest RB 2.2 Id			
County, State of COand owned by	7, 500		
The UNDERSIGNED for and in consideration of the DOLLARS (\$6,905.00) in payment of invoice or applicand other good and claims of right of lien on the aforement or other consideration due or to become due on account of furnished prior to	cation dated 4/30/2009 cioned property and improvent flabor or services, materials, stated above. The contract status set forth about and suppliers employed by him none of such labors, subcontaining real estate or the improveduest, the undersigned shatatus, in CTI form F-3926- Contractioned status.	nents thereon, and on mon fixtures or apparatus here ove is an accurate statement in have been paid all sums ractors or suppliers is or we overwents thereon for labor	ies tofore ent and no previously ill be or materials
Signed this 30TH day of APRIL 2009	Regional Construction Contractor/Supplier/	on Resources, Inc. Subcontractor	-
By	<i>r</i> :	minimu A Value	MIIIII
signed and sworn to before me this 30TH day of APRIL 200 My commission Expires: 6-16-2011	Sergio Luciani, Presi	dent interior ARY	EXAS S
	Stacy A. Lewcun	, Notary Publi	17
Page 1 of 1			111.
	EC	Sub:	

EC_____ Sub: ____

"EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

TO:	ERICKSON Construction, L.L.C. 703 Maiden Choice Lane	DATE:April	30, 2009	
	Baltimore, MD 21228	PROJECT: 554-RB-2.2		
rn O) (D : 10	Job:		
FROM:	Regional Construction Resources, Inc.	APPLICANT NO: PERIOD TO:	4/30/2009	
	·	12.400 10.	4/30/2009	······································
l.	Original Contract Amount		\$ 936,005.00	
2.	Change Orders Issued to Date (Thru	C.O.#)	\$44,629.00	
3.	Contract Sum to Date (Line 1	1 + 2)	\$891,376.00	
4.	Total Complete and Stored to Date		\$ 891,376.00	
5.	Less Retainage (<u>10</u> %)	\$ 0.00	
6.	Total Earned to Date Retainage (Lin	ne 4-5)	\$ 891,376.00	
7.	Less Previous Requisitions		\$884,471.00	
8.	Payment Due this Period (Line 6-7))	\$6,905.00 INCL 3%	SALFS TAY
				o or made
SUBCO	NTRACTORS AFFIDAVIT & RELEAS	SE OF LIEN:		
accordan	rsigned Subcontractor certifies: (i) that the ce with the Contract Documents; (ii) that it or which Erickson Construction has paid p	has paid its employees, sul	-contractors, and material suppliers	s for all work and s is due.
material f	ce with the Contract Documents; (ii) that it or which Erickson Construction has paid p ACTOR: By: (Officer, General Page 1)	has paid its employees, sul revious requests for payment artner, or Owner)	-contractors, and material suppliers it: (iii) that the amount of this invoice	s for all work and is due.
material f	ce with the Contract Documents; (ii) that it or which Erickson Construction has paid p	has paid its employees, sul revious requests for payment artner, or Owner)	-contractors, and material suppliers it: (iii) that the amount of this invoice	is due.
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APPLICATION AND CERTIFICATION FOR PAYMENT

CONTRACTOR OF 1 PAGES ARCHITECT Distribution to: OWNER PAGE 1 4/30/09 APPLICATION No: AIA DOCUMENT G702 PERIOD TO: PROJECT No: Windcrest RB 2.2 VIA ARCHITECT: PROJECT: 5600 Northwest Central Drive, Ste. 100 Regional Construction Resources ERICKSON Construction, L.L.C. 703 Maiden Choice Lane Baltimore, MD 21228 Houston, TX 77092 CONTRACT FOR: Structural Steel FROM CONTRACTOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

036 005 00	ľ	(\$44,629.00)
1. ORIGINAL CONTRACT SUM	2. Net change by Change Orders	3 CONTDACT CHACTO DATE (1
1. ORIGINAL CON	2. Net change by Cha	3 CONTRACT STIN

\$891,376.00 Net change by Change Orders

TOTAL COMPLETED & STORED TO DATE..... (Column G on G703) 5. RETAINAGE:

\$0.00 Total Retainage (Lines 5a + 5b) or of Completed Work. of Stored Material. . . (Column D + E on G703) b. OI SIGNATOR (Column F on G703)

\$0.00 6. TOTAL EARNED LESS RETAINAGE.... Total in Column I of G703) ..

(\$884,471.00) \$891,376.00 7. LESS PREVIOUS CERTIFICATES FOR (Line 4 Less Line 5 Total)

\$0.00 \$6,905.00 BALANCE TO FINISH, INCLUDING RETAINAGE.... (Line 3 less Line 6)

\$0.00 \$0.00 **2**0.00 DEDUCTIONS \$0.00 \$0.00 **2**0.00 \$0.00 ADDITIONS CHANGE ORDER SUMMARY NET CHANGES by Change Order in previous months by Owner Total approved this Month Fotal changes approved TOTALS

in accordance with the Contract Documents, that all amounts have been paid by the Contractor information and belief the Work covered by this Application for Payment has been completed for Work for which previous Certificates for Payment were issued and payments received The undersigned Contractor certifies that to the best of the Contractor's knowledge, from the Owner, and that current payment shown herein is now due.

CONTRACT DATE:

CONTRACTOR:

891,376.00

The this will will the service of th 30-Apr-09 to before me this TEXAS By: Sergio Luciani, President TE? My Commission expires: Subscribed and Notary Public

ELFOR RAYMENT **ARCHITECT'S CERT**更

In accordance with the Contract Documens, the spirit of the charter of the data comprising the application, the Architect certains to the Owner that to the best of the Architect's knowledge, information and belief the WHK has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to In accordance with the Contract Documens, to comprising the application, the Architect certon payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



INVOICE

April 15, 2009

Invoice No 756-6

Erickson Construction L.L.C 3330 W. County Line Rd Highlands Ranch, CO. 80129

Attn: Matt Ferguson

Re: Windcrest Highland Ranch RB 2.2

Net 30 Days

R.C.R.I. NO. 4050

Description of items invoiced:

Balance to finish	S	6,905,00
Current Amount Due This Invoice	\$	106,466.00
Current Amount Due Incl 3% Sales Tax	106,466.00
Less Previous Invoices	\$	778,005.00
Total Completion to Date	\$	884,471.00
Contract Sum to Date	\$	891,376.00
PENDING CHANGE ORDERS	\$	-59,809.00
Change Order #1	\$	15,180.00
Original Contract Sum	\$	936,005.00

THANK YOU FOR THIS NICE ORDER.

SUBC	SUBCONTRACT SCHEDULE OF VALUES	UES					į	01	
Subcontra	Subcontractor: Regional Construction Resources Inc.	Decourage Inc				TAGE	JE I OF I PAGES	753	,
		nesources, IIIC.				Application No:	9		
Project Name.					- 	Application Date:	4/15/2009		
	anie: viilla clest no 2.2 nigniands Kanch CO	igniands Kanch CO			-	Period From:	4/1/2009		
						Period To:	4/30/2009		
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Te No	Occupation of the state of the		Work	ပ		Total Complete			
	Academical of Work	Scheduled Value	Previous	Work in	Stored	and Stored to		Balance to	Retainage
			Applications	Place	Materials	Date	%	Finish)
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	Anchos Bolts and Farled	94,250.00	94,250.00	0.00	0.00		100%	00.0	0.00
1	Ancilor boits and Embeds	45,000.00	45,000.00	0.00	0.00	45,000.00	100%	00.0	00.0
,	Structural Steel	653,755.00	638,755.00	15,000.00	00.00	653,755.00	100%	00.0	0.00
,	Miscellaneous	143,000.00	0.00	136,095.00	00.00	136,095.00	%56	6,905.00	0.00
0	CHANGE ORDER # 1	15,180.00	0.00	15,180.00	00.00	15,180.00	100%	0.00	0.00
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	LINK BRIDGE	-15,523.00	00.0	-15,523.00	00.0			00.00	0.00
	BALCONY RAILS	-32,930.00	0.00	-32,930.00	00.00	-32,930.00		00.0	0.00
	ELEV. PIT LADDER	400.00	0.00	400.00	00.00		100%	00.0	0.00
	FIELD BOLTS	-6,184.00	00.0	-6,184.00	00.00	-6,184.00	100%	0.00	0.00
		0.00	0.00	00.0	00.0		%0	00.0	0.00
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20		0.00	0.00	00.00	0.00	00.0	%0	00.0	0.00
IOIAL		891,376.00	778,005.00	106,466.00	0.00	884,471.00	99.23%	6,905.00	0.00

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EC_____ Sub: ____

"EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

	703 Maiden Choice Lane	DATE: April			
	Baltimore, MD 21228	PROJECT: 554-RB-2.2			
EDOM:	Parisonal Countries D. V.	Job:			
FROM:	Regional Construction Resources, Inc.	APPLICANT NO: PERIOD TO:	4/30/2009		
1.	Original Contract Amount		\$ 936,005.00		•
2.	Change Orders Issued to Date (Thru C	C.O. #)	\$44,629.00		
3.	Contract Sum to Date (Line 1	+ 2)	\$ 891,376.00		
4.	Total Complete and Stored to Date		\$ 884,471.00		
5.	Less Retainage (1	<u>0</u> %)	\$0.00		
6.	Total Earned to Date Retainage (Line	: 4-5)	\$ 884,471.00		
7.	Less Previous Requisitions		\$778,005.00		
8.	Payment Due this Period (Line 6-7)		\$ 106,466.00 INCL 39	% SALES TAX	
	TRACTORS AFFIDAVIT & RELEAS) rsigned Subcontractor certifies: (i) that the				
	ce with the Contract Documents; (ii) that it is	evieve se success for a second	it: (iii) that the amount of this invoice	s for all work and	
material fo	or which Erickson Construction has paid pro	evious requests for paymen			
material fo	ACTOR: By:		•	/15/09	
material fo	ACTOR: By: (Officer, General Pa	rtner, or Owner)	•		
CONTRA	ACTOR: By: (Officer, General Pa	rtner, or Owner)	Date: 4	/15/09	
material fo	ACTOR: By: (Officer, General Pa Sergio Luciani, Preside Payment will be made for only those co Change Order has been issued by Erick	rtner, or Owner) ent sts which are included as p	. Date: 4	/15/09	
CONTRA Note:	ACTOR: By: (Officer, General Pa Sergio Luciani, Preside Payment will be made for only those co	rtner, or Owner) ent sts which are included as p	. Date: 4	or for which a g claims for	
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"EXHIBIT "E"

CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

STATE OF: TEXAS COUNTY OF: HARRIS TO:	Original Contract Amount: Approved Change Orders: Adjusted Contract Amount Complete to Date: Retention: Total Earned (Less Retention) Previous Payments: Current Payment: Contract Balance: (Title Insurer) (Lender) (Owner)	\$ \$936,005.00 \$ -\$44,629.00 \$ \$891,376.00 \$ \$884,471.00 \$ \$0.00 \$ \$884,471.00 \$ -\$778,005.00 \$ \$106,466.00 \$ \$6,905.00	INCL. 3% SALES TA
The UNDERSIGNED being duly sworn states that he of Regional Construction Resources, Inc. (firm) who he for furnishing Structural and Miscellaneous Steel and Erroral estate known and identified as Wind Crest RB 2.2 County, State of CO and owned by	nas a contract with <u>Erickson Con</u> ection for the improvements being	ng erected on	
The UNDERSIGNED for and in consideration of SIXTY SIX DOLLARS (\$106,466.00) in payment of ir and other good and claims of right of lien on the aforement or other consideration due or to become due on account furnished prior to	the sum of ONE HUNDRED A Invoice or application dated 4/15. Intioned property and improvement of labor or services, materials, firm stated above. The contract status set forth above and suppliers employed by him to none of such labors, subcontrated real estate or the improvement of request, the undersigned shall status, in CTI form F-3926- Contrated real estatus.	ND SIX THOUSAND FO //2009 ents thereon, and on mon ixtures or apparatus here ve is an accurate stateme have been paid all sums actors or suppliers is or with rements thereon for labor	nies tofore ent and no previously iill be or materials
Signed this 15TH day of APRIL 2009	Regional Construction Contractor/Supplier/Su Sergio Lucianil Preside	ubcontracto/	-
signed and sworn to before me this 15TH day of APRIL 2 My commission Expires: 6-16-2011 Page 1 of 1	Stacy A. Lewcun,	Notary Public	STACY A MINISTRACY

CONTRACT FOR: Structural Steel FROM CONTRACTOR: TO OWNER: APPLICATION AND CERTIFICATION FOR PAYMENT ERICKSON Construction, L.L.C. 5600 Northwest Central Drive, Ste. 100 Houston, TX 77092 Regional Construction Resources Baltimore, MD 21228 703 Maiden Choice Lane VIA ARCHITECT: PROJECT: Windcrest RB 2.2 AIA DOCUMENT G702 CONTRACT DATE PROJECT No: PERIOD TO: 4/30/09 APPLICATION No: 6 PAGE 1 OF 1 PAGES Distribution to: CONTRACTOR ARCHITECT OWNER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

•		4.	ယ	5	:	
	(Column G on G703)	4. TOTAL COMPLETED & STORED TO DATE	3. CONTRACT SUM TO DATE (Line 1 ± 2)	2. Net change by Change Orders	1. ORIGINAL CONTRACT SUM	
	001,1/1.00	884 471 00	\$891 376 00	(\$44 629 00)	00 \$00 950	

5. RETAINAGE: (Column D + E on G703) of Completed Work . . .

\$0.00

Total Retainage (Lines 5a + 5b) or (Column F on G703)

of Stored Material. . .

6. TOTAL EARNED LESS RETAINAGE

7. LESS PREVIOUS CERTIFICATES FOR (Line 4 Less Line 5 Total)

8. CURRENT PAYMENT DUE INCL 3% SALES TAX..... PAYMENT (Line 6 from prior Certificate).....

(\$778,005.00) \$106,466.00

\$6,905.00

\$884,471.00

\$0.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE.....

(Line 3 less Line 6)

CHANGE ORDER SUMMARY ADDITIONS DEDUCTIONS

> for Work for which previous Certificates for Payment were issued and payments received in accordance with the Contract Documents, that all amounts have been paid by the Contractor information and belief the Work covered by this Application for Payment has been completed from the Owner, and that current payment shown herein is now due. The undersigned Contractor certifies that to the best of the Contractor's knowledge,

By: Sergio Luciani, President	CONTRACTOR:
(°,	0
}	
Date:	
15-Apr-09	

My Commission expires: Subscribed and sweet to before me this Notary Public: non was 6/16/2011 15 day of July A A COMMITTEE TO A CO

2009

of the Work is in accordance with the Contract Documents, and the Contractor is entitled to comprising the application, the Architect certifies to the Owing the last of the Architect's knowledge, information and belief the Work has progleman an architect's knowledge, information and belief the Work has progleman an architect's knowledge, information and belief the Work has progleman an architect the quality In accordance with the Contract Documents, based on on-say ob ARCHITECT'S CERTIFICATE を YMENT :

AMOUNT CERTIFIED . . .

payment of the AMOUNT CERTIFIED.

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Date:

prejudice to any rights of the Owner or Contractor under this Contract. Contractor named herein. Issuance, payment and acceptance of payment are without

NET CHANGES by Change Order in previous months by Owner Total approved this Month Total changes approved \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00



INVOICE

March 23, 2009

Invoice No 756-5

Erickson Construction L.L.C 3330 W. County Line Rd Highlands Ranch, CO. 80129

Attn: Matt Ferguson

Re: Windcrest Highland Ranch RB 2.2

Net 30 Days

R.C.R.I. NO. 4041

Description of items invoiced:

Balance to finish	S	158,000.00
Current Amount Due This Invoice	\$	475,624.00
	<i>\$</i>	475,624.00
Current Amount Due Incl 3% Sales Tax	J) Cr	302,381.00
Less Previous Invoices	ø	
Total Completion to Date	\$	778,005.00
Contract Sum to Date	\$	936,005.00
Change Order #1	\$	0.00
Original Contract Sum	\$	936,005.00

THANK YOU FOR THIS NICE ORDER.

						TAGE	_ _	1 PAGES	•
	The second of th	Resources, Inc.				Application No:	5		
Project Name:		Wind Crest RB 2 2 Highlands Banch CO				Application Date:	3/23/2009		
		igiliarius Kanch CO				Period From:	3/1/2009		
						Period To:	3/31/2009		
						Job No:			
	82	ļ	6			Vendor No:			
		3	a	ш	ц.	ອ		I	_
Item No.	Description of Work	Scheduled Value	Work	c Complete Work in	Ctoros	Total Complete			
			Applications	Place	Materials	and Stored to Date	%	Balance to	Retainage
1	Octoilian		(D+E)	this Period	(not in D or E)	(D+E+F)	2	(O-O)	
T	Anchor Bolts and Emily	94,250.00	94,250.00	0.00	00.00	94,250.00	100%	0.00	0.00
	Structural Start	45,000.00	45,000.00	0.00	00.00	45,000.00	100%	0.00	0.00
Ī	Missellan Steel	653,755.00	163,131.00	475,624.00	00.00	638,755.00	%86	15,000.00	0.00
T	miscenarie ous	143,000.00	0.00	0.00	00.0	00.0	%0	143,000.00	0.00
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T		0.00	0.00	0.00	00.0	00.0	%0	00.0	00.0
Ť		0.00	0.00	0.00	00'0	00:0	%0	00.0	00.0
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1		0.00	00.0	0.00	0.00	00.0	%0	00.0	00.0
1		0.00	0.00	00.00	0.00	00.0	%0	00.0	0.00
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T		0.00	0.00	0.00	0.00	0.00	%0	00.00	0.00
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T		0.00	0.00	00.00	0.00	00.0	%0	00.00	0.00
†		0.00	0.00	00.00	0.00	00.0	%0	00.00	00.0
†		0.00	0.00	0.00	00.00	00.0	%0	00.00	0.00
1		0.00	0.00	00.00	0.00	00.0	%0	00.0	0.00
†		0.00	0.00	0.00	0.00	0.00	%0	00.0	00.0
\dagger		0.00	0.00	0.00	0.00	00:00	%0	00.00	00.0
TOTAL		0.00	0.00	00.00	0.00	0.00	%0	00.00	00.0
1		936,005.00	302,381.00	475,624.00	00.0	778 005 00	/007 700	7 500 000	6

*

APPLICATION AND CERTIFICATION FOR PAYMENT

CONTRACTOR 1 PAGES ARCHITECT Distribution to: OWNER Я PAGE 2 3/31/09 APPLICATION No: AIA DOCUMENT G702 PERIOD TO: PROJECT No: Windcrest RB 2.2 VIA ARCHITECT: PROJECT: 5600 Northwest Central Drive, Ste. 100 Regional Construction Resources ERICKSON Construction, L.L.C. 703 Maiden Choice Lane Baltimore, MD 21228 Houston, TX 77092 CONTRACT FOR: Structural Steel FROM CONTRACTOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

778,005.00 \$936,005.00 CONTRACT SUM TO DATE (Line 1 ± 2)..... TOTAL COMPLETED & STORED TO DATE Net change by Change Orders

(Column G on G703) RETAINAGE:

\$0.00 of Stored Material. . . of Completed Work a. Column D + E on G703) b. 01 500. (Column F on G703)

Total Retainage (Lines 5a + 5b) or

\$0.00 6. TOTAL EARNED LESS RETAINAGE. Total in Column I of G703)..

\$778,005.00

7. LESS PREVIOUS CERTIFICATES FOR (Line 4 Less Line 5 Total)

(\$302,381.00) \$475,624.00 8. CURRENT PAYMENT DUE INCL 3% SALES TAX..... PAYMENT (Line 6 from prior Certificate)

BALANCE TO FINISH, INCLUDING RETAINAGE..... (Line 3 less Line 6)

\$158,000.00

in accordance with the Contract Documents, that all amounts have been paid by the Contractor information and belief the Work covered by this Application for Payment has been completed for Work for which previous Certificates for Payment were issued and payments received The undersigned Contractor certifies that to the best of the Contractor's knowledge, from the Owner, and that current payment shown herein is now due.

CONTRACT DATE:

2009 23 day of North Article Date: 6/16/2011 to before me this TEXAS President Sergio Luciani, My Commission ext CONTRACTOR: Subscribed and S 0 Notary Public State of:

ARCHITECT'S CERTIFICATE FOR EXAMENT

Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to In accordance with the Contract Documents, based on on-site of the application, the Architect contract on the Architect contract contrac comprising the application, the Architect certifies to the Owner that to the pression that payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..

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

> \$0.00 \$0.00 \$0.00

\$0.00

\$0.00

\$0.00

\$0.00

NET CHANGES by Change Order

DEDUCTIONS

ADDITIONS

CHANGE ORDER SUMMARY

in previous months by Owner

Total changes approved

Fotal approved this Month

FOTALS

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without

prejudice to any rights of the Owner or Contractor under this Contract.

EC_____ Sub: ____

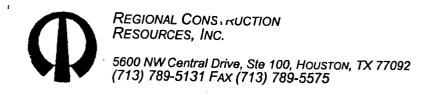
"EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

	ERICKSON Construction, L.L.C. 703 Maiden Choice Lane	DATE: Mar	,				
	Baltimore, MD 21228	PROJECT: 554-RB-	2.2				
EDOM:	Parison Construction P	Job:	_				
FROM:	Regional Construction Resources, Inc.	APPLICANT NO: PERIOD TO:	<u>5</u>	3/31/2009		-	
				3/31/2009		-	•
1.	Original Contract Amount		\$	936,005.00			
2.	Change Orders Issued to Date (Thru C	C.O. #)	\$	0.00			
3.	Contract Sum to Date (Line 1	+ 2)	\$	936,005.00			
4.	Total Complete and Stored to Date		s	778,005.00			
5.	Less Retainage (1	<u>0</u> %)	\$	0.00			
6.	Total Earned to Date Retainage (Line	e 4-5)	s	778,005.00			
7.	Less Previous Requisitions		\$	-302,381.00			
8.	Payment Due this Period (Line 6-7)	ı	\$	475,624.00 INC	L 3% SALE	STAX	
	NTRACTORS AFFIDAVIT & RELEAS						
accordan							
	or which Erickson Construction has paid po	Q	nent: (iii) that th		3/23/09		
material i	or which Erickson Construction has paid p	artner, or Owner)					
material i	ACTOR: By: (Officer, General Page 1)	artner, or Owner) ent osts which are included a	Dat as part of the Or Please provide	e: iginal Contract amo a list of any outstar	3/23/09	which as s for	
material (ACTOR: By: (Officer, General Pasergio Luciani, Preside Payment will be made for only those concentrations of the Change Order has been issued by Erick	artner, or Owner) ent osts which are included a	Dat as part of the Or Please provide	e:iginal Contract amo	3/23/09	which as s for	
material (CONTR Note:	ACTOR: By: (Officer, General Pasergio Luciani, Preside Payment will be made for only those concentrations of the Change Order has been issued by Erick	artner, or Owner) ent osts which are included a	Dat us part of the Or Please provide	e: iginal Contract amo a list of any outstar	3/23/09 Dount or for vinding claim Y PROJECT	which as s for	
material (CONTR Note:	ACTOR: By: (Officer, General Pasergio Luciani, Preside Payment will be made for only those concentrations of the Change Order has been issued by Erick	artner, or Owner) ent osts which are included a	Dates part of the Ore Please provide	e: iginal Contract amo a list of any outstan BE COMPLETED B	3/23/09 Dount or for vinding claim Y PROJECT	which as s for	
material (CONTR Note:	ACTOR: By: (Officer, General Pasergio Luciani, Preside Payment will be made for only those concentrations of the Change Order has been issued by Erick	artner, or Owner) ent osts which are included a	Date of the Ore Please provide RET	e: iginal Contract amo a list of any outstar BE COMPLETED B AINAGE RELEASE	3/23/09 Dount or for vinding claim Y PROJECT	which as s for	
material (CONTR Note:	ACTOR: By: (Officer, General Pasergio Luciani, Preside Payment will be made for only those concentrations of the Change Order has been issued by Erick	artner, or Owner) ent osts which are included a	Dates part of the Ore Please provide RET	e: ginal Contract amo a list of any outstar BE COMPLETED B AINAGE RELEASE GRESS BILLING	3/23/09 Dount or for vinding claim Y PROJECT	which as s for	
material (CONTR Note:	ACTOR: By: (Officer, General Pasergio Luciani, Preside Payment will be made for only those concentrations of the Change Order has been issued by Erick	artner, or Owner) ent osts which are included a	Dates part of the Or Please provide RET PRO RET TOT	e: iginal Contract amo a list of any outstar BE COMPLETED B AINAGE RELEASE GRESS BILLING AINAGE HELD	3/23/09 Dunt or for vinding claim Y PROJECT	which as s for	
material (CONTR Note:	ACTOR: By: (Officer, General Pasergio Luciani, Preside Payment will be made for only those concentrations of the Change Order has been issued by Erick	artner, or Owner) ent osts which are included a	Dates part of the Ore Please provide RET PRO RET TOT PRO	e: iginal Contract amo a list of any outstar BE COMPLETED B AINAGE RELEASE GRESS BILLING AINAGE HELD AL AMOUNT DUE	3/23/09 Dount or for vinding claim Y PROJECT	vhich a s for MANAGER	
material (CONTR Note:	ACTOR: By: (Officer, General Pasergio Luciani, Preside Payment will be made for only those concentrations of the Change Order has been issued by Erick	artner, or Owner) ent osts which are included a	Date of the Or Please provide RET PRO RET COS	e: iginal Contract amo a list of any outstan BE COMPLETED B AINAGE RELEASE GRESS BILLING AINAGE HELD ALL AMOUNT DUE JECT NUMBER	3/23/09 Dount or for vinding claim Y PROJECT	vhich a s for MANAGER 554-RB-2.2	
CONTR	ACTOR: By: (Officer, General Pasergio Luciani, Preside Payment will be made for only those concluded Change Order has been issued by Erick additional costs or pending extras.	artner, or Owner) ent osts which are included a	Date of the Ore Please provide RET PRO RET TOT PRO COS APP	e: iginal Contract amo a list of any outstar BE COMPLETED B AINAGE RELEASE GRESS BILLING AINAGE HELD AL AMOUNT DUE JECT NUMBER T CODE	3/23/09 Dount or for vinding claim Y PROJECT	vhich a s for MANAGER 554-RB-2.2	
TALERIAL STATES TO THE STATES	ACTOR: By: (Officer, General Pasergio Luciani, Preside Payment will be made for only those concluded Change Order has been issued by Erick additional costs or pending extras.	artner, or Owner) ent osts which are included a	Date of the Ore Please provide RET PRO RET TOT PRO COS APP	e: iginal Contract amo a list of any outstan BE COMPLETED B AINAGE RELEASE GRESS BILLING AINAGE HELD AL AMOUNT DUE JECT NUMBER T CODE ROVED BY	3/23/09 Dount or for vinding claim Y PROJECT	vhich a s for MANAGER 554-RB-2.2	
CONTR Note: NOTES:	ACTOR: By: (Officer, General Pasergio Luciani, Preside Payment will be made for only those concluded Change Order has been issued by Erick additional costs or pending extras. (INAL PAYMENT T COMPLETED YES NO YE	artner, or Owner) ent osts which are included a	Date of the Ore Please provide RET PRO RET TOT PRO COS APP	e: iginal Contract amo a list of any outstan BE COMPLETED B AINAGE RELEASE GRESS BILLING AINAGE HELD AL AMOUNT DUE JECT NUMBER T CODE ROVED BY	3/23/09 Dount or for vinding claim Y PROJECT	vhich a s for MANAGER 554-RB-2.2 48400-05-1000	
TALERIAL STORM	ACTOR: By: (Officer, General Pasergio Luciani, Preside Payment will be made for only those concluded Change Order has been issued by Erick additional costs or pending extras.	artner, or Owner) ent osts which are included a	Dates part of the Ore Please provide RET PRO RET TOT PRO COS APP APP	e: iginal Contract amo a list of any outstan BE COMPLETED B AINAGE RELEASE GRESS BILLING AINAGE HELD AL AMOUNT DUE JECT NUMBER T CODE ROVED BY ROVED DATE	3/23/09 Dount or for vinding claim Y PROJECT	vhich a s for MANAGER 554-RB-2.2 48400-05-1000	

"EXHIBIT "E"

CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

COUNTY OF: HARRIS TO:	Original Contract Amount: \$ \$936,005.00 Approved Change Orders: \$ \$0.00 Adjusted Contract Amount \$ \$936,005.00 Complete to Date: \$ \$778,005.00 Retention: \$ \$0.00 Total Earned (Less Retention) \$ \$778,005.00 Previous Payments: \$ -\$302,381.00 Current Payment: \$ \$475,624.00 Contract Balance: \$ \$158,000.00 (Title Insurer) (Lender) (Owner)
	(Contractor)
The UNDERSIGNED being duly sworn states that	
of Regional Construction Resources, Inc. (firm) wh	
for furnishing Structural and Miscellaneous Steel and	
real estate known and identified as Wind Crest RB 2	2 located in Highlands Ranch
County, State of CO and owned b	У
and other good and claims of right of lien on the aforer or other consideration due or to become due on accourant furnished prior to	nentioned property and improvements thereon, and on monies nt of labor or services, materials, fixtures or apparatus heretofore
entitled to claim or assert any claim against the above furnished to or for the account of the undersigned. (Up	nat none of such labors, subcontractors or suppliers is or will be described real estate or the improvements thereon for labor or materials on request, the undersigned shall list the name of each of his ent status, in CTI form F-3926- Contractors and Subcontractors
Signed this 23RD day of MARCH 2009	Regional Construction Resources, Inc. Contractor/Supplier/Subcontractor
	By: Sergio Luciahi, President
signed and sworn to before me this 23RD day of MARC	CH 2009.
My commission Expires: 6-16-2011	Stacy A. Lewcun, Notary Public
Page 1 of 1	Stacy A. Lewcun, Notary Public Stacy A. Lewcun, Notary Public



INVOICE

JANUARY 20, 2009

Invoice No 756-3REV

Erickson Construction L.L.C 3330 W. County Line Rd Highlands Ranch, CO. 80129

Attn: Matt Ferguson

Re: Windcrest Highland Ranch RB 2.2

Net 30 Days

R.C.R.I. NO.

Description of items invoiced:

\$ \$	139,250.00 163,131.00 163,131.00
\$ \$	139,250.00
\$	139,250.00
_	
\$	302,381.00
\$	936,005.00
Þ	0.00
Þ	936,005.00
	\$ \$ \$ \$

THANK YOU FOR THIS NICE ORDER.

"EXHIBIT "E"

CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

COUNTY OF: HARRIS COUNTY OF: HA	Original Contract Amount: Approved Change Orders: Adjusted Contract Amount Complete to Date: Statention: State Earned (Less Retention) Arevious Payments: Contract Balance: State Insurer) State Insurer) State Insurer) State Insurer Sta
The UNDERSIGNED being duly swom states that he is	contractor) the President (title)
of Regional Construction Resources, Inc. (firm) who has	a contract with Erickson Construction L.L.C.
for furnishing Structural and Miscellaneous Steel and Erec	
real estate known and identified as Wind Crest RB 2.2 loc	
, 2008, except for the retention s The UNDERSIGNED, respectfully warrants that the other sums are claimed, that all laborers, subcontractors, andue and all current sums due out of this payment and that no	and on monies labor or services, materials, fixtures or apparatus heretofore stated above. Contract status set forth above is an accurate statement and no ad suppliers employed by him have been paid all sums previously one of such labors, subcontractors or suppliers is or will be libed real estate or the improvements thereon for labor or materials equest, the undersigned shall list the name of each of his labors.
Signed this 20 th day of <u>January 20098</u>	Regional Construction Resources, Inc. Contractor/Supplier/Subcontractor/
By: signed and sworn to before me this 20th day of January 20th My commission Expires: 6-16-2011	Sergio Luciani, President
Page 1 of 1	7/PIRES ** 16-2011
	EC Sub:

EC_____ Sub: ____

"EXHIBIT D"APPLICATION AND CERTIFICATE FOR PAYMENT

TO:	ERICKSON Construction, L.L.C. 703 Maiden Choice Lane	DATE: January 20,	2009	
	Baltimore, MD 21228	PROJECT: 554-RB-2.2		
FROM:	Regional Construction Resources, Inc.	Job: APPLICANT NO:	2DEW	
	Ting-only Constitution Resources, Inc.	PERIOD TO:	3REV 1/20/2009	
1.	Original Contract Amount	·	\$ 936,005.00	
2.	Change Orders Issued to Date (Thru C	.0.#)	\$ 0.00	
3.	Contract Sum to Date (Line 1	+ 2)	\$ 936,005.00	
4.	Total Complete and Stored to Date		\$ 302,381.00	
5.	Less Retainage (1	<u>)</u> %)	\$ 0.00	
6.	Total Earned to Date Retainage (Line	4-5)	\$302,381.00	
7.	Less Previous Requisitions		\$	
8.	Payment Due this Period (Line 6-7)		\$163,131.00 INCL 3%	SALES TAX
	NTRACTORS AFFIDAVIT & RELEASE			
CONTRA Note:	ACTOR: By: (Officer, General Para Sergio Luciani, Preside Payment will be made for only those continuous Change Order has been issued by Ericks additional costs or pending extras.	nt	of the Original Contract amount of	claims for
NOTES:			TO BE COMPLETED BY PRO	JECI MANAGER
			RETAINAGE RELEASE	
			PROGRESS BILLING	
			RETAINAGE HELD TOTAL AMOUNT DUE	
			PROJECT NUMBER	554 DD 2.2
			COST CODE	554-RB-2.2 48400-05-1000
			APPROVED BY	40400-03-1000
			APPROVED DATE	
	NAL PAYMENT COMPLETED YES NO		,	
	COMPLETED YES NO		FOR ACCOUNTING L	SE ONLY
⊇&M (CLOSE	K DELIVEREDYESNO		DATE RECEIVED	
		·	REVIEWED BY	

APPLICATION No: AIA DOCUMENT G702 APPLICATION AND CERTIFICATION FOR PAYMENT PROJECT: ERICKSON Construction, L.L.C. 703 Maiden Choice Lane Baltimore, MD 21228

CONTRACTOR OF 1 PAGES ARCHITECT Distribution to: OWNER PAGE 1 PERIOD TO: 1/20/09 PROJECT No: Windcrest RB 2.2 VIA ARCHITECT:

į

CONTRACTOR'S APPLICATION FOR PAYMENT	Application is made for payment, as shown below, in connection with the Contract.	Continuation Sheet, AIA Document G703, is attached
CONTRAC	Application is mad	ontinuation Sheet

5600 Northwest Central Drive, Ste. 100

Houston, TX 77092

CONTRACT FOR: Structural Steel

Regional Construction Resources

FROM CONTRACTOR:

information and belief the Work covered by this Application for Payment has been completed

The undersigned Contractor certifies that to the best of the Contractor's knowledge,

CONTRACT DATE:

936,005.00 \$936,005.00 CONTRACT SUM TO DATE (Line I ± 2) 2. Net change by Change Orders...... 1. ORIGINAL CONTRACT SUM..... 4. TOTAL COMPLETED & STORED TO DATE

\$0.00 a. of Completed Work . . . (Column D + E on G703) b. of Stored Material... (Column F on G703) (Column G on G703) 5. RETAINAGE:

Total Retainage (Lines 5a + 5b) or

\$0.00 \$302,381.00 6. TOTAL EARNED LESS RETAINAGE..... Total in Column I of G703). (Line 4 Less Line 5 Total)

(\$139.250.00)\$163,131.00 8. CURRENT PAYMENT DUE INCL 3% SALES TAX..... PAYMENT (Line 6 from prior Certificate)

7. LESS PREVIOUS CERTIFICATES FOR

\$633,624.00 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

AMOUNT CERTIFIED ...

in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due. CONTRACTOR: Sergio Luciani, President State of: State of: State of: ARCHITECT'S CERTIFICATE FOR PAYMENT In accordance with the Contract Documents, based garents if to the best of the Architect's knowledge, information and before the Work is in accordance with the Contract Documents, and the Contractor is entitled to of the Work is in accordance with the Contract Documents, and the Contractor is entitled to
--

prejudice to any ri		\$0.00	NET CHANGES by Change Order
Contractor named			NET CHANCES E.: Chango C. 1.
This Certificate is	\$0.00	\$0.00	IOIALS
Dy:	90.00	00.00	TOTAL
. н	00 03	00 03	Total approved this Month
, `	00.08	\$0.00	in previous months by Owner
Application and o			l otal changes approved
(Attach explanation	DEDUCTIONS	ADDITIONS	CHANGE ORDER SUMMARY

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

s not negotiable. The AMOUNT CERTIFIED is payable only to the d herein. Issuance, payment and acceptance of payment are without ights of the Owner or Contractor under this Contract. Date:

							-		Dotainage	Vetalliage		0.00								0.00						_	00.00							0.00	0.00	0.00	
1 PAGES							12		Balance to	Finish	(O-O)			490.62		00.0	000	00.0		00.0	0.00	0.00	0.00	0.00	0.00	00.0	00.0	00.0	00.0	00.0	0.00	00.00	00.0	00.00	00.0	00.0	
PAGE 1 OF 1 PA	3 REV	1/20/2009	11/30/2008	1/25/2009						%		100%	100%	25%								%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	
	Application No:	Application Date:	Period From:	Period To:	Job No:	Vendor No:	IJ	Total Complete	and Stored to	Date	(D+E+F)	94,250.00	45,000.00	163,131.00	00.0	0.00	0.00	0.00	00.0	0.00	0.00	0.00	0.00	00:0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00'0	00.0	
							u.		Stored	Materials	(not in D or E)	00.0	00.00	0.00	00'0	00.00	00.0	00.00	00.0	00.00	0.00	00.00	0.00	0.00	00.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.00	
							Е	k Complete			this Per			163,13			0.00	00.00	00.0	0.00	0.00	0.00	0.00	0.00	00.0	0.00	0.00	0.00	0.00	0.00	00:00	0.00	0.00	0.00	0.00	0.00	100 101 001
							۵	Work	Previous	Applications	(D*E)	94,230.00	45,000.00	0.00	0.00	0.00	0.00	0.00	0.00	00.00	00.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	420 250 201
Resources Inc	· · · · · · · · · · · · · · · · · · ·	Wind Crest RB 2.2 Highlands Ranch CO				,	3		Scheduled Value		94 250 00	45,000,00	43,000.00 662,766,00	003,733.00	143,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.00	0.00	00.0	0.00	0.00	0.00	100 200 220
Subcontractor: Regional Construction Resources, Inc.						8		Description of the state	MON IO HORA		Detailing	Anchor Bolts and Embeds	Structural Steel	Miscellaneous																							
Subcontra		Project Name:		-		A		Item No.			1	2	3	4	5	9		8	6	9	=	12	5	4	15	16	47	138	19	20	21	22	23	24	25	TOTAL	1



INVOICE

November 7, 2008

Invoice No 756-2

Erickson Construction L.L.C 3330 W. County Line Rd Highlands Ranch, CO. 80129

Attn: Matt Ferguson

Re: Windcrest Highland Ranch RB 2.2

Net 30 Days

R.C.R.I. NO. 3978

Description of items invoiced:

Balance to finish	S	796,755.00
Current Amount Due This Invoice	\$	97,878.00
Current Amount Due Incl 3% Sales Tax	\$	97,878.00
Less Previous Invoices	\$	41,372.00
Total Completion to Date	\$	139,250.00
Contract Sum to Date	\$	936,005.00
Change Order #1	\$	0.00
Original Contract Sum	\$	936,005.00

THANK YOU FOR THIS NICE ORDER.

Subcont	SUBCONTRACT SCHEDULE OF VALUES	LUES				PAGE	GE 1 OF 1 PAGES	SES	
	carronna regional Construction Resources, Inc.	resources, Inc.				Application No:	· ł		
Project Name:		Wind Crest RB 2.2 Highlands Banch CO				Application Date:	11/7/2008		
		mginalius Nalicii CO				Period From:	11/1/2008		
						Period To:	11/30/2008		
						Job No:			
 	ď	Į,				Vendor No:			
		,	۵		L	ဗ		I	
Item No.	Description of Work	Schodulod Value	Work	OΙ		Total Complete			
			Appliantion	Work In	Stored	and Stored to		Balance to	Retainage
			Applications (D+E)	this Period	(not in D or E)	Date (O+F+E)	%	Finish	,
_	Detailing	94,250.00	18,872.00	ı	0 0		1000	(5-5)	
2	Anchor Bolts and Embeds	45,000.00	22,500.00		000		100%	0.00	0.00
3	Structural Steel	653.755.00	000		00.0	45,000.00	%00 L	0.00	0.00
4	Miscellaneous	143.000.00	000	00.0	0.00	0.00	%0	653,755.00	0.00
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10101		936,005.00	41,372.00	97,878.00	00.0	139,250.00	14.88%	796.755.00	000

"EXHIBIT "E"

CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

COUNTY OF: HARRIS TO:	Original Contract Amount: Approved Change Orders: Adjusted Contract Amount Complete to Date: Retention: Total Eamed (Less Retention) Previous Payments: Current Payment: Contract Balance: (Title Insurer) (Lender) (Owner)	\$ \$936,005.00 \$ \$0.00 \$ \$936,005.00 \$ \$139,250.00 \$ \$139,250.00 \$ \$139,250.00 \$ \$97,878.00 \$ \$97,878.00 \$ \$796,755.00
	(Contractor)	
The UNDERSIGNED being duly sworn states the		
of Regional Construction Resources, Inc. (firm) v	who has a contract with Erickson Co	nstruction L.L.C.
for furnishing Structural and Miscellaneous Steel at	nd Erection for the improvements bei	ng erected on
real estate known and identified as Wind Crest RB	3 2.2 located in Highlands Ranch	
County, State of CO and owner	d by	<u>.</u>
or other consideration due or to become due on accommendation of the prior to	rement of invoice or application dated rementioned property and improvement ount of labor or services, materials, find that the contract status set forth about ors, and suppliers employed by him did that none of such labors, subcontrate described real estate or the improvuluent status in CTI form 5-3956. Contrated that is a contract of the contract	to 11/7/2008 ents thereon, and on monies existures or apparatus heretofore ve is an accurate statement and no have been paid all sums previously extors or suppliers is or will be rements thereon for laboratory or materials
Signed this 7 th day of NOVEMBER 2008	Regional Construction Contractor/Supplier/St By: Sergio Lucialii, President	ubcontractor
signed and sworn to before me this 7th day of NOVE	MBER 2008. I	
My commission Expires: 6-16-2011 Page 1 of	Stacy A. Lewcun,	Notary Public Street OF TEXTS
	EC S	ub:

EC_____ Sub: ____

"EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

10:	ERICKSON Construction, L.L.C. 703 Maiden Choice Lane Baltimore, MD 21228	DATE: November 7	7, 2008	
FROM:	Regional Construction Resources, Inc.	PROJECT: 554-RB-2.2 Job: APPLICANT NO: PERIOD TO:	2 11/30/2008	
1.	Original Contract Amount		\$ 936,005.00	
2.	Change Orders Issued to Date (Thru C	C.O. #)	\$ 0.00	
3.	Contract Sum to Date (Line 1		\$936,005.00	
4.	Total Complete and Stored to Date	•	\$ 139,250.00	
5.		0 %)	\$ 0.00	
6.	Total Earned to Date Retainage (Line	 •	\$ 139,250.00	
7.	Less Previous Requisitions	,	\$41,372.00	
8.	Payment Due this Period (Line 6-7)		\$ 97,878.00 INCL 3%	CATEGIAN
			77,070.00 INCL 370	SALES TAX
	TRACTORS AFFIDAVIT & RELEASI rsigned Subcontractor certifies: (i) that the view with the Contract Documents: (ii) that it is			
CONTRA Note:	CTOR: By: (Officer, General Par Sergio Luciani, Preside Payment will be made for only those cost Change Order has been issued by Ericks additional costs or pending extras.	nt	Date: 101	
NOTES:			TO BE COMPLETED BY PRO	DJECT MANAGER
			RETAINAGE RELEASE	
			PROGRESS BILLING	
			RETAINAGE HELD	
			TOTAL AMOUNT DUE	
			PROJECT NUMBER	554-RB-2.2
			COST CODE	48400-05-1000
			APPROVED BY	
	AL PAYMENT		APPROVED DATE	
'UNCH LIST (VARRANTY C	OMPLETED YES NO		FOR ACCOUNTING	
ATTIC STOCK	DELIVEREDYESNO		FOR ACCOUNTING U	DSE ONLY
	DUT BOOK-DEL)YESNOYESNOYESNO		DATE RECEIVED	

APPLICATION AND CERTIFICATION FOR PAYMENT

CONTRACT FOR: Structural Steel FROM CONTRACTOR: CONTRACTOR'S APPLICATION FOR PAYMENT 5600 Northwest Central Drive, Ste. 100 Regional Construction Resources ERICKSON Construction, L.L.C. Houston, TX 77092 Baltimore, MD 21228 703 Maiden Choice Lane VIA ARCHITECT: PROJECT: Windcrest RB 2.2 AIA DOCUMENT G702 CONTRACT DATE: PROJECT No: PERIOD TO: 11/7/08 APPLICATION No: PAGE 1 Distribution to: OF 1 PAGES CONTRACTOR ARCHITECT OWNER

Continuation Sheet, AIA Document G703, is attached. Application is made for payment, as shown below, in connection with the Contract.

	.4	'n	5	:
(Column G on G703)	4. TOTAL COMPLETED & STORED TO DATE	3. CONTRACT SUM TO DATE (Line 1 ± 2)	2. Net change by Change Orders	1. ORIGINAL CONTRACT SUM
00.002,861	120,000.00	\$0.00	930,003.00	076 005 00

(Column D + E on G703) of Completed Work

5. RETAINAGE:

Total Retainage (Lines 5a + 5b) or (Column F on G703) of Stored Material...

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) Total in Column I of G703)..... \$139,250.00 \$0.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE..... 7. LESS PREVIOUS CERTIFICATES FOR CURRENT PAYMENT DUE INCL 3% SALES TAX..... PAYMENT (Line 6 from prior Certificate)..... \$796,755.00 \$97,878.00 (\$41,372.00)

(Line 3 less Line 6)

Total changes approved CHANGE ORDER SUMMARY ADDITIONS DEDUCTIONS

in previous months by Owner

Total approved this Month

TOTALS

NET CHANGES by Change Order

\$0.00

\$0.00 \$0.00 \$0.00

\$0.00 \$0.00 \$0.00

from the Owner, and that current payment shown herein is now due. for Work for which previous Certificates for Payment were issued and payments received in accordance with the Contract Documents, that all amounts have been paid by the Contractor information and belief the Work covered by this Application for Payment has been completed The undersigned Contractor certifies that to the best of the Contractor's knowledge,

My Commistion expires: Notary Publiq Subscribe State of: CONTRACTOR: ani, President orn to before me this 6/16/2011 7 day of County of: Date:

NOMEN HARK 7-Nov DONNIN BILLING William Bunn

ARCHITECT'S CERTIFICATE FOR PANN

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

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

prejudice to any rights of the Owner or Contractor under this Contract Contractor named herein. Issuance, payment and acceptance of payment are without This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the



INVOICE

October 16, 2008

Invoice No 756-1

Erickson Construction L.L.C 3330 W. County Line Rd Highlands Ranch, CO. 80129

Attn: Matt Ferguson

Re: Windcrest Highland Ranch RB 2.2

Net 30 Days

R.C.R.I. NO. 39

Description of items invoiced:

1. 2. 3. 4. 5. 6.	Original Contract Sum Change Order #1 Contract Sum to Date Total Completion to Date Less Previous Invoices Current Amount Due Incl 3% Sales Tax	\$ \$ \$ \$ \$	936,005.00 0.00 936,005.00 41,372.00 0.00 41,372.00
	Current Amount Due This Invoice	\$	41,372.00
	Balance to finish	\$	894,633.00

THANK YOU FOR THIS NICE ORDER.

20 19 18 TOTAL ᇙ 6 ದ Project Name: Subcontractor: Regional Construction Resources, Inc. tem No SUBCONTRACT SCHEDULE OF VALUES Structural Steel Miscellaneous Detailing **Anchor Bolts and Embeds Description of Work** Wind Crest RB 2.2 Highlands Ranch CO В Scheduled Value 936,005.00 653,755.00 143,000.00 45,000.00 94,250.00 **Applications** Previous (D+E) O 0.00 **Work Complete** this Period Place Work in 22,500.00 18,872.00 0.00 (not in D or E) **Materials** Stored 0.00 Period From: Vendor No: Period To: Application Date: **Application No:** Job No: and Stored to Total Complete (D+E+F) ଜ 41,372.00 22,500.00 18,872.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 PAGE 1 OF 1 PAGES 9/1/2008 10/25/2008 10/16/2008 4.42% % 0% 0% 0% 0% 50% 20% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0% 894,633.00 Balance to 653,755.00 Finish 143,000.00 22,500.00 (C-G) 75,378.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 I Retainage 0.0 0.0 0.0 0.0 0.0 9

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"EXHIBIT "E"

CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

COUNTY OF: HARRIS TO:	Original Contract Amount: \$ \$936,005.00 Approved Change Orders: \$ \$0.00 Adjusted Contract Amount \$ \$936,005.00 Complete to Date: \$ \$41,372.00 Retention: \$ \$0.00 Total Earned (Less Retention) \$ \$41,372.00 Previous Payments: \$ \$0.00 Current Payment: \$ \$41,372.00 Contract Balance: \$ \$894,633.00 INCL 3% SALES TAX (Title Insurer) (Lender) (Owner)
The UNDERSIGNED being duly sworn states the of Regional Construction Resources, Inc. (firm) w for furnishing Structural and Miscellaneous Steel and Regional estate known and identify the Market Steel and St	no has a contract with <u>Erickson Construction L.L.C.</u> Begin of the improvements being erected on
real estate known and identified as Wind Crest RB County, State of CO and owned	oy
and other good and claims of right of lien on the afore or other consideration due or to become due on accordinate furnished prior to	mentioned property and improvements thereon, and on monies and of labor or services, materials, fixtures or apparatus heretofore and on stated above. In the contract status set forth above is an accurate statement and no ars, and suppliers employed by him have been paid all sums previously that none of such labors, subcontractors or suppliers is or will be described real estate or the improvements thereon for labor or materials approved to the contractors of the state of the improvements.
Signed this 16 th day of OCTOBER 2008	Regional Construction Resources, Inc. Contractor/Supplier/Subcontractor
	By: Sergip Luciani, President
signed and sworn to before me this 16th day of OCTO	
My commission Expires: 6-16-2011 Page 1 of	Stacy A. Lewcun, Notary Public ECSub:

"EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

TO:	ERICKSON Construction, L.L.C. 703 Maiden Choice Lane	DATE: October 1	6, 2008	
	Baltimore, MD 21228	PROJECT: 554-RB-2.2	 	
FROM:	Regional Construction Resources, Inc.	Job:		
	construction resources, inc.	APPLICANT NO: PERIOD TO:	10/05/0000	
-			10/25/2008	
1.	Original Contract Amount		\$ 936,005,00	
2.	Change Orders Issued to Date (Thru C	.O. #)	\$936,005.00 \$0.00	
3.	Contract Sum to Date (Line 1		\$ 936,005.00	
4.	Total Complete and Stored to Date		\$\$1,372.00	
5.	Less Retainage (10	<u>)</u> %)	\$0.00	
6.	Total Earned to Date Retainage (Line	4-5)	\$41,372.00	
7.	Less Previous Requisitions		\$0.00	
8.	Payment Due this Period (Line 6-7)		\$\$1,372.00 INCL 3%	CALEGRAN
CURCO			11,572.00 INCL 3%	SALES IAX
SUBCON	TRACTORS AFFIDAVIT & RELEASE signed Subcontractor certifies: (i) that the we with the Contract Documents; (ii) that it has been signed.	OF LIEN:		
	e with the Contract Documents; (ii) that the we with the Contract Documents; (ii) that it here which Erickson Construction has paid pre CTOR: By: (Officer, General Part Sergio Luciani, President	ner, or Owner)	Date:	Wel 17,2008
Note.	Payment will be made for only those cost Change Order has been issued by Erickso additional costs or pending extras.	s which are included as part on Construction L.L.C. Please	of the Original Contract amount or e provide a list of any outstanding of	for which a claims for
NOTES:			TO BE COMPLETED BY PRO	JECT MANAGER
			RETAINAGE RELEASE	
			PROGRESS BILLING	
			RETAINAGE HELD	
			TOTAL AMOUNT DUE	
			PROJECT NUMBER	554-RB-2.2
			COST CODE	48400-05-1000
			APPROVED BY	
UNCH LIST CO	AL PAYMENT OMPLETED YES NO		APPROVED DATE	
'ARRANTY CO	OMPLETED YES NO		500 + 650	
AM (CLOSEO)	UT BOOK-DEL) YESNOYESNO		FOR ACCOUNTING US	EONLY
HANGE ORDE	RS COMPLETED YES NO		DATE RECEIVED	
			REVIEWED BY	
			EC	Cub
				Sub:

Application is made for payment, as shown below, in connection with the Contract. CONTRACT FOR: Structural Steel FROM CONTRACTOR: CONTRACTOR'S APPLICATION FOR PAYMENT APPLICATION AND CERTIFICATION FOR PAYMENT TO OWNER: 5600 Northwest Central Drive, Ste. 100 Regional Construction Resources Houston, TX 77092 Baltimore, MD 21228 ERICKSON Construction, L.L.C. 703 Maiden Choice Lane VIA ARCHITECT: PROJECT: Windcrest RB 2.2 AIA DOCUMENT G702 CONTRACT DATE PROJECT No: PERIOD TO: 10/16/08 APPLICATION No: PAGE 1 OF 1 PAGES Distribution to: CONTRACTOR ARCHITECT OWNER

9. BALANCE TO FINISH, INCLUDING RETAINAGE..... 7. LESS PREVIOUS CERTIFICATES FOR 6. TOTAL EARNED LESS RETAINAGE..... RETAINAGE: 1. ORIGINAL CONTRACT SUM..... CURRENT PAYMENT DUE INCL 3% SALES TAX..... ontinuation Sheet, AIA Document G703, is attached. TOTAL COMPLETED & STORED TO DATE..... CONTRACT SUM TO DATE (Line 1 ± 2) PAYMENT (Line 6 from prior Certificate)..... (Column G on G703) Total Retainage (Lines 5a + 5b) or CHANGE ORDER SUMMARY (Line 3 less Line 6) (Line 4 Less Line 5 Total) Total in Column I of G703)..... (Column F on G703) (Column D + E on G703) of Completed Work of Stored Material..... \$0.00 \$894,633.00 \$41,372.00 \$41,372.00 \$936,005.00 936,005.00 41,372.00\$0.00 \$0.00 \$0.00 of the Work is in accordance with the Contract Documents, and the Contractor is entitled to Comprising the application, the Architect certifies to the Towner that to the best of the Architect's knowledge, information and belief the Work (Hallyhughells) as indicated, the quality payment of the AMOUNT CERTIFIED. State of: In accordance with the Contract Documents, base (2) (2) My Commissio Notary Public. Subscribed and sy ARCHITECT'S CERTIFICAT By: CONTRACTOR: from the Owner, and that current payment shown herein is now due. in accordance with the Contract Documents, that all amounts have been paid by the Contractor information and belief the Work covered by this Application for Payment has been completed The undersigned Contractor certifies that to the best of the Contractor's knowledge, for Work for which previous Certificates for Payment were issued and payments received Sergio Luciani, President County WINNING STHERE Date: CROBER 16-Oct-08 2008

A/A DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ®1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

NET CHANGES by Change Order

\$0.00

Contractor named herein. Issuance, payment and acceptance of payment are without

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the

prejudice to any rights of the Owner or Contractor under this Contract.

\$0.00 \$0.00

\$0.00 \$0.00

Total approved this Month in previous months by Owner Total changes approved

ADDITIONS

DEDUCTIONS

\$0.00

ARCHITECT:

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

LIEN WAIVER

STATE OF Colorac	k
------------------	---

22

COUNTY OF Lake

DATED: March 31, 2009

SIGNATURE AND TITLE:

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Erickson Construction, LLC to furnish Structural Steel Materials for the premises known as Wind Crest RB2.2 of which Littleton Campus, LLC is the owner.

THE undersigned, for and in consideration of <u>Two Handred Fifty Thousand And 00/100 Dollars (\$250,000.00)</u>, and other good and valuable consideration, the receipt of which is hereby acknowledged, do(es), to the fullest extent permitted by law, hereby waive and release and all lien or claim of, or right to, lien, under the statutex of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparants or machinery furnished, and on the money, funds or other considerations, due or to become due from the Owner, on account of labor services, material, fixtures, apparants or machinery, heretofore furnished, to this date only, by the undersigned for the above-described premises.

ADDRESS:

COMPANY: REGIONAL CONSTRUCTION RESOURCES, INC.

	<u>CON</u>	TRACTOR'S A	FFIDAVIT	· · · · · · · · · · · · · · · · · · ·		
THE undersigned, being duly	: SWOM, denotes and so	nue that ha is $\mathcal{P}_{\mathcal{L}_{\mathcal{L}}}$	5.d.a.d			
undoust lb 2.2 o	DURCES INC who is	o the east-on-to- Court	Structural Steel Mate	of the <u>crials</u> work on the bui	Iding located at	
	when by Entheron Can	npus, 111.				
That the total amount of the contract inch waivers are true, correct and genuine and That the following are the names of all no	ACTIVACION BUICDIRIBOUS	ally and that there is no	n ninim nitiva lucal —			
						rā. IS
for specific partions of said work or for mentioned include all labor and material a	werest circlink lim il	COUNTRICATED INCOME.	and the executed due	4	, and that the items	
NAME		CONTRACT	,			_
	WHAT FOR	PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE	
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TOTAL ALL LABOR AND ACTION						7
TOTAL ALL LABOR AND MATERIA		<u> </u>				
That there are no other contracts for said wany kind or to be done upon or in connection	ork outstanding, and the	hat there is nothing due	e or to become due to a	ny person for material	, labor or other work	of
	an wini arid wous other	t man abové sinied.				
				\ \(\)		\mathcal{L}_{i}
	20/19	Signatur	D			Troll
signed this 29day of _ July	20 <u>0</u> 9	Signatur 7	e:	 / - 		, , , , ,
Signed this $2g_{\text{day}}$ of g_{day} of	,20 <u>0</u> 9 9day of <u>Jul</u>	Signatur 7 ,20 <u>()</u> <i>(</i>	e:	 / - 		
igned this 29day of July		Signatur 20000	e:) / -		





REGIONAL CONSTRUCTION RESOURCES INC 5600 NW CENTRAL DR STE 100 HOUSTON TX 77092-2034

Whitney National Bank Incoming Wire - Advice of Credit

Date: 05/26/2009

Wire Create Time: 1059

Account # : *****9535

Amount : \$250,000.00 GFX Reference : 20091460141300 Sending Bank PNCBANK PHIL : 031000053

Sender Name : ERICKSON CONSTRUCTION LLC

DP ACCT ATTN:CONTROLLER
991 CORPORATE BLVD
LINTHICUM HEIGHTS MD 21090-2227

Beneficiary

: REGIONAL CONSTRUCTION RESOURCES (Acct#****9535)

Beneficiary Info (OBI):

Bank to Bank Info (BBI):

Reference for Beneficiary (RFB): 200905148239ISCW

Fed Reference Number (IMAD): 20090526L1LFB59C00039305261359FT01

PARTIAL LIEN WAIVER

Please Return To: Erickson Construction Finance 991 Corporate Boulevard Linthicum, MD 21090

STATE OF Colorado

#95302

SS				Attn: Dunc	i Make an
COUNTY OF Douglas County			1	Aun. () <u>U</u>	1. Mahon 3/6/09
70				Oy-	3/6/09
TO WHOM IT MAY CONCERN:				U	
WHEREAS the undersigned has been	employed by Erickso	n Construction, LLC	to furnish		for the same of
WCD RB22 of which Littleton Camp	us, LLC is the owner.				for the premises known as
THE undersigned, for and in considerat	ion of One Hundred S	Sixty-Three Thousan	d One Burdens Trees		
law, hereby waive and release and all li and on said above-described premises, a	en or claim of, or right	to, lien, under the star	utes of the State of Cold	wiedged, do(es), to t	he fullest extent permitted by
and on said above-described premises, a funds or other considerations, due or to	and the improvements t	thereon, and on the ma	aterial, fixtures, apparan	us or machinery fur-	echanics liens, with respect to
funds or other considerations, due or to furnished, to this date only, by the unde	become due from the (Owner, on account of	abor services, material,	fixtures, apparatus	or machinery, heretafore
furnished, to this date only, by the under	rsigned for the above-d	lescribed premises.		, , ,	, neretorie
DATED: February 20, 2009		COM	DANIV. DECKONAR C		
		ADDI	PANY: REGIONAL C	DASTRUCTION	<i>k</i> /
SIGNATURE AND TITLE:			~ (13/11 - 17	TIGO Proci	1 out
NOTE: All waivers must be for the full be set forth; if waiver is for a partnership	amount paid. If waive	er is for a corporation,	corporate name should	be used, the title of	Officer signing waives chauld
be set forth; if waiver is for a partnership	, the partnership name	should sign and design	mate him/herself as a pa	ortner.	omoor signing watver should
	CON	JTP ACTORIC A	TITLE A TYPE		
TO WHOM IT MAY CONCERN	. <u>cor</u>	TRACTOR'S A	FFIDAVIT		
THE undersigned, being duly		we that he is Dig	dock		
REGIONAL CONSTRUCTION who i	s the contractor for the	rys that he is		of the	
	wned by <u>Littleton Can</u>		work	on the building loca	ated at
That the total amount of the contract inch waivers are true, correct and genuine and	ıding extras is <u>\$936,00</u>	5.00 on which he has	received payment of \$1	39.250.00 prior to t	his navment. That all
waivers are true, correct and genuine and That the following are the names of all pa	delivered unconditions	ally and that there is n	o claim either legal or e	quitable to defeat th	ne validity of said waiver
That the following are the names of all pa for specific portions of said work or for m	mes who have furnish	ed material or labor, o	r both, for said work an	d all parties having	contracts or subcontracts
for specific portions of said work or for mentioned include all labor and material r	required to complete sa	e construction thereof	and the amount due or	to become due to ea	ich, and that the items
	,	ad work according to	plans and specifications	:	
NAME	WHAT FOR	CONTRACT	AMOUNT PAID	THIS	
		PRICE	AMOUNT PAID	PAYMENT	BALANCE
	 			 	
	 	<u> </u>			
	 	 			
		 			
TOTAL ALL LABOR AND MATERIA	L TO COMPLETE		<u> </u>		
		I			
That there are no other contracts for said w any kind or to be done upon or in connection	ork outstanding, and th	at there is nothing du	e or to become due to		<u> </u>
any kind or to be done upon or in connection	on with said work other	r than above stated.	e or to become due to at	ny person for mattern	ial, labor or other work of
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Signed this day of thrust	na				,
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Signed and sworn to before me this $ ot\!$	day of Librue	رور برور برور برور برور برور برور برور			
_	day of thrue	20 <u>09</u>	···		
Signed and sworn to before me this	day of thrus	12	····		

Erickson C(€ :ruction, LLC Contract 95302 00501

Job Number 554RB22 WCD Residential Building 2.2

CHECK NO. 70349

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PARTIAL LIEN WAIVER

Please Return To:
Erickson Construction Finance
991 Corporate Boulevard
Linthicum MD 21090

STATE OF Colorado				991 Corp	oorate Bouleva
SS				Linthic	cum, MD 21090
COUNTY OF Douglas County			A	_	Mahor
TO WHOM IT MAY CONCERN:				St.	1 1/7/09
WHEREAS the undersigned has been WCD RB22 of which Littleton Campu	employed by <u>Ericksous, LLC</u> is the owner.	n Construction, LLC	to furnish	f	or the premises known as
THE undersigned, for and in consideration (\$97,878.00), and other good law, hereby waive and release and all lie and on said above-described premises, a funds or other considerations, due or to be furnished, to this date only, by the understanding DATED: December 20, 2008	on or claim of, or right and the improvements to become due from the C	tration, the receipt of watto, lien, under the stand thereon, and on the man Dwner, on account of liescribed premises.	thich is hereby acknowl ntes of the State of Colo terial, fixtures, apparatu sbor services, material,	edged, do(es), to the rado, relating to med to med to med to med to med to med to the results of	chanics' liens, with respec
SIGNATURE AND TITLE: NOTE: All waivers must be for the full a be set forth; if waiver is for a partnership	amount paid. If waive	ADDR	ANY: <u>REGIONAL C</u> ESS: corporate name should nate him/herself as a pa	President	fficer signing waiver sho
	CON	TRACTOR'S A	FFIDAVIT		
TO WHOM IT MAY CONCERN: THE undersigned, being duly REGIONAL CONSTRUCTION who is	sworn, deposes and sa		work	of the	ted at
That the total amount of the contract incluvativers are true, correct and genuine and chat the following are the names of all paids or specific portions of said work or for material relationed include all labor and material re	ding extras is \$936,00 delivered unconditions ties who have furnish aterial entering into the	5.00 on which he has a	both, for said work an	quitable to defeat the d all parties having o	e validity of said waivers.
AME	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE
OTAL ALL LABOR AND MATERIAL	L TO COMPLETE				

TOTAL ALL LABOR AND MATERIAL TO COMPLETE				
That there are no other contracts for said work outstanding, and that there any kind or to be done upon or in connection with said work other than about	is nothing due or to becove stated.	come due to any person	for material, labor or other	work of
Signed this 31 day of December ,20	Signature:	S		
Signed and sworn to before me this a day of Dumbe	,20 <u><i>0</i></u> 8	S. S	STACY A	
Signature: Muuch		WHIIIIIII		
95302		IIIIII S	A OF TEXAS	

PARTIAL LIEN WAIVER

Please Return To: Erickson Construction Finance
991 Corporate Boulevard
Linthicum MD 21000

STATE OF Colorado

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SS COUNTY OF Douglas County		156	Attr	Linthicum 1: <u>Uva</u> Y	1, MD 21090 Yahon	
TO WHOM IT MAY CONCERN: WHEREAS the undersigned has been WCD RB22 of which Littleton Campu	employed by Erickso	n Construction, LLC	to furnish Andre	ral Steel 1	or the premises known as	
THE undersigned, for and in consideration other good and valuable consideration, the and all lien or claim of, or right to, lien, premises, and the improvements thereone due or to become due from the Owner, or undersigned for the above-described premises.	under the statutes of the and on the material, on account of labor ser	nereby acknowledged, he State of Colorado, r	do(es), to the fullest exelating to mechanics' lie	tent permitted by lawers, with respect to a	nd on said above-describe	ed
DATED: December 2, 2008 SIGNATURE AND TITLE: NOTE: All waivers must be for the full be set forth; if waiver is for a partnership	amount paid. If waive	ADDF	350	IGN / WIG		Gule
TO WHOM IT MAY CONCERN: THE undersigned, being duly Regional Construction Resources Inc. of the contract inclution, correct and genuine and delivered un following are the names of all parties who portions of said work or for material enter include all labor and material required to contract include all labor and material requir	sworn, deposes and sa who is the contractor for whed by <u>Littleton Car</u> adding extras is <u>\$936.00</u> acconditionally and that to have furnished matering into the construction	or the	received payment of <u>\$0</u> or legal or equitable to do	lefeat the validity of	nent. That all waivers are said waivers. That the	e fic
NAME	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE]
TOTAL ALL LABOR AND MATERIA	L TO COMPLETE					
That there are no other contracts for said wo any kind or to be done upon or in connection. Signed this 5 day of 2 Consigned and sworn to before me this 5 ignature:	ork outstanding, and the with said work other	/ Signatur		NOTA)	il, labor or other work of	
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July 1 to the second of the se				"" " " " " " " " " " " " " " " " " " "	1.	

STATEMENT OF LIEN

In accordance with Article 121 of Title 38 of the Colorado Revised Statutes, REGIONAL CONSTRUCTION RESOURCES, INC., 15480 Pin Oak Drive, Conroe, Montgomery County, Texas, 77384, makes the following statement of lien:

FIRST: That the name of the owner or reputed owner of such property to be charged with the lien is Littleton Campus, LLC, 701 Maiden Choice Lane, Catonsville (Baltimore)MD 21228.

SECOND. That the name and mailing address of the person claiming the lien is REGIONAL CONSTRUCTION RESOURCES, INC., 15460 Pin Oak Drive Conroe, Montgomery County, Texas, 77384, a subcontractor.

That the name of the person who furnished the laborers or material or performed the labor or services, or supplied the machinery, tools or equipment for which said lien is claimed is REGIONAL CONSTRUCTION RESOURCES, INC. That the name of the principal contractor is ERICKSON CONSTRUCTION, LLC, 701 Maiden Choice Lane, Catonsville (Baltimore) MD 21228.

THIRD: That the property to be charged with such lien is described as follows:

WIND CREST RESIDENTAL BUILDING 2.2, a part of Lot 1, Block 2, Erickson Subdivision of 18.06 acres, more or less.

Also know by street number 3003A MILLVISTA ROAD, HIGHLANDS RANCH (DOUGLAS COUNTY) COLORADO 80129, situated in the County of Douglas, State of Colorado. That the said lien is held for and on account of REGIONAL CONSTRUCTION RESOURCES, INC. for labor performed and materials furnished.

FOURTH: That the amount of indebtedness due or owing the claimant for which said lien is claimed, for laborers or material furnished, labor and services performed, machinery, tools and equipment supplied is: \$338,995.00, together with interest thereon at the legal rate.

REGIONAL CONSTRUCTION RESOURCES, INC.

By:

Sergio Luciati, President

15460 Pin Oak Drive

Conroe, Montgomery County, Texas, 77384

STATE OF TEXAS

Ş

COUNTY OF HARRIS

I, Sergio Luciani, President of Regional Construction Resources, Inc., being of lawful age and being first duly sworn, upon oath, do say that I am the President of Regional Construction Resources, Inc. the claimant herein named; that I have read the within statement of lien and abstract of indebtedness and know the content thereof; and that the same is true and correct, to the best of my knowledge, information and belief, and is made on behalf of the claimant.

Sergio Luciani, President

SUBSCRIBED AND SWORN TO BEFORE ME in the County of Harris, State of Texas, on this 10th day of August, 2009.

SONDRA HEUGATTER

NOTARY PUBLIC STATE OF TEXAS
MY COMMISSION EXPIRES
APRIL 12, 2013

NOTARY PUBLIC, STATE OF TEXAS

Souden Hengr Printed Name of Notary

My Commission Expires:

Erickson Construction, LLC

Project:

Wind Crest Community Building 2.1

Project Address:

Mill Vista Rd

Highlands Ranch, CO 80129

RCRI Project # 755

Materials Contract

Invoices

0	April 30, 2009	\$13,870.00
0	April 15, 2009	\$91,681.00
0	March 23, 2009	\$461,289.20
0	February 20, 2009	\$263,209.80
0	December 19, 2008	\$287,451.00
0	November 7, 2008	\$23,333.00
0	October 16, 2008	\$153 917 00

Partial Lien Waver

0	July 29, 2009	\$350,000.00
0	July 29, 2009	\$111,289.20
0	May 5, 2009	\$100,000.00
0	February 24, 2009	\$287,541.00
0	January 9, 2009	\$23,333.00
0	December 5, 2008	\$157,917.00

Payments

0	July 27, 2009	\$111,289.20
0	May 20, 2009	\$250,000.00
0	May 5, 2009	\$100,000.00
0	April 27, 2009	\$131,604.90
0	April 23, 2009	\$131,604.90
0	February 23, 2009	\$287,451.00
)	December 31, 2008	\$23,333.00
C	December 4, 2008	\$153,917.00

> Account Summary

2	
Original Contract amount	\$1,331,460.00
Change Orders	\$-36,709.00
Contract sum to Date	\$1,294,751.00
Invoiced	\$1,294,751.00
Paid to date	\$1,189,200.00

Balance outstanding

\$105,551.00





MATERIALS CONTRACT

This Materials Contract is made as of the 13 day of October, 2008 by and between Erickson Construction, LLC (the "Contractor"), whose mailing address is 701 Maiden Choice Lane, Catonsville, Maryland 21228 and Regional Construction Resources, Inc. (the "Supplier"), whose mailing address is 5600 NW Central, Suite 100, Houston, TX, 77092, PHONE: (713) 789-5131, FAX: (713) 789-575, for work to be done on the Project known as the Wind Crest Residential Building 2.1 located at 3003A Mill Vista Rd. Highlands Ranch, CO 80129, located in Highlands Ranch, CO (the "Site").

In consideration of the mutual covenants set forth herein, Contractor and Supplier agree as set forth below:

1. THE GOODS

The Supplier agrees to furnish: Structural Steel (Equip)

2. THE MATERIALS CONTRACT PRICE

The Contractor shall pay to the Supplier for delivery of the Goods the following Contract Price:

Cost of Goods:

\$1,292,679.61

Unit prices:

See Exhibit G

Sales Tax:

3.00%

\$38,780.39

A total dollar amount of:

\$1,331,460.00

Cost Code:

554RB21 48700-051000

All sales and/or use tax payable in connection with this transaction is included in the Contract Price. The sales tax registration form attached to this Materials Contract Agreement (Exhibit C) must be completed and returned prior to any payments being made for this material.

3. BONDS

Contractor will require a payment and performance bond for all Material Contracts over \$500,000. All bonds must be in the AIA 312 format or equal. Cost of bond is on bonding company's invoice at standard rates. Supplier must include the names of the Owner and Lender on all bonds as a dual oblige. Subcontractor can provide this information through a dual oblige rider. Two original copies of all bonds are required and should be forwarded to the Corporate Office located at 991 Corporate Boulevard, Linthicum, MD 21090.

Unless waived by Contractor in this Subsection, prior to the commencement of the Work, Subcontractor shall pay for and deliver to Owner acceptable, statutory payment and performance bonds in the full amount of the Material Contract sum issued by a surety acceptable to Owner.

4. ADDITIONAL GOODS

The Supplier understands and agrees this Agreement also includes the furnishing of the below listed items at the above price, regardless of whether or not they are shown in the Drawings and Specification as shown on Exhibit A attached hereto:

5. SCHEDULE

The Supplier acknowledges and agrees that time is of the essence for all provisions of this Agreement. To this end Supplier agrees to the following dates with regard to all submissions required by the Plans and Specifications:

- a. Revise and resubmit all items within a maximum of seven (7) days after being returned for correction.
- b. The following code numbers shall be on all submissions:

Cost Code: 554RB21 48700-051000

c. Supplier will coordinate and submit to the Contractor within two (2) weeks after execution of this Materials Contract a coordinated and detailed construction schedule to include the following:

- Fabrication schedule showing overall lead times for the production of each material included within the Material Contract.
- Delivery schedule for each component included within this Materials Contract.
- d. Supplier agrees to deliver material(s) to the site as directed by the Contractor. Supplier agrees to use licensed trucking companies that are fully insured in accordance with all state and federal mandated rules and regulations for all deliveries. Unsafe or unlicensed delivery vehicles will not be permitted to enter the site.

6. PAYMENT

Payment Terms: Invoicing, after delivery to Site and acceptance of material, to be submitted not later than the 20th of each calendar month. Provided invoices are received by such date, payment will be <u>DUE</u> on the 20th day of the following month. Detailed instructions are included in the Exhibit B "General Provisions" under item #9.

SUPPLIER SHALL SUBMIT ALL INVOICES FOR PAYMENT PROCESSING TO: ERICKSON CONSTRUCTION, LLC, ATTENTION: PROJECT MANAGER, 3003A Mill Vista Rd., Highlands Ranch, CO 80129.

7. RELEASE

- 7.1. Supplier agrees to deliver to Contractor an executed ACKNOWLEDGEMENT OF PROGRESS PAYMENT (Exhibit D) and RELEASE OF LIENS AND CLAIMS (Exhibit E Partial or Exhibit F Final) before payment for any supplies, in the
- 7.2. Supplier and any persons acting through or under Supplier shall not file or maintain any mechanics' claims or liens against the Project, or the building thereof, or the lot of ground appurtenant thereto, for or on account of any Work done or materials furnished by this Supplier and/or any such person or persons as aforesaid.
- 7.3. To the fullest extent permitted by applicable law, Supplier, for and on behalf of Supplier and all other persons acting through or under Supplier, hereby expressly waives and relinquishes the right to have, file, or maintain any mechanics' claims or lien against the Project, the buildings thereof, and the lot of ground appurtenant thereto, or any of them, which waiver shall be and hereby is made an independent covenant and shall operate and be effective also with respect to Work and labor done and materials furnished under any supplemental agreement between Contractor and Supplier, or any agreement for extra Work done, performed, furnished or supplied in and about the Project, although not therein referred to as Work and labor performed and materials furnished under this Contract.
- 7.4. Supplier, when required by Contractor as a condition precedent to the making of any payment hereunder, shall furnish to the Contractor a full and complete release and discharge, in a form satisfactory to Contractor and Owner, of all liens, claims, and demands arising out of or relating to any and all materials furnished, Work done, and equipment used in connection therewith (see Exhibit E & F attached hereto). Furthermore, if, prior to final payment, the Contractor, Owner, or any party providing financing for the Project requests a release of liens from Supplier or anyone acting through or under Supplier, Supplier shall execute and deliver such release of liens in a form (see Exhibit F attached hereto) satisfactory to Contractor, Owner or such other party.
- 7.5. If any Supplier or other person working under Supplier files a mechanics' lien or claim or notice of intention or right to file a lien for or on account of work, labor, services, materials, equipment or other items furnished under or in connection with this Agreement, Supplier agrees to discharge or remove such lien, claim or notice at its own expense by bond, payment or otherwise within twenty (20) calendar days from the date of the filing thereof, and upon its failure to do so, Contractor or Owner shall have the right to cause any such lien or claim, notice of intention or stop notice to be removed or discharged by whatever means Contractor or Owner chooses, at the sole cost and expense of Supplier (such costs and expenses to include legal fees and disbursements). Supplier agrees to hold harmless and indemnify Contractor and Owner from and against any and all such liens, claims or other filings, and actions brought or judgments rendered disbursements, which Contractor or Owner may sustain in connection therewith.

8. SUBORDINATION

8.1. Supplier shall and hereby does subordinate any and all liens, rights and interests owned, claimed, or held by Supplier in and to any part of the Goods or land on which the Goods are located, to the lien or liens securing payment of sums now or hereafter borrowed by Contractor or Owner in connection with construction of the Project. Supplier shall execute such evidence of the subordination as Contractor's or Owner's lender(s) may require.

EC: Sub:

Subcontractor: Regional Construction Resources, Inc.

Cost Code: 554RB21 48700-051000

8.2. Supplier shall and hereby agrees to include in every subcontract relating to the Goods to which it is a party, and shall require the inclusion in each lower tier subcontract, provisions that the person or entity performing labor or furnishing materials pursuant to such subcontract agrees to subordinate any mechanic's or material men's lien or liens securing payment of sums now or hereafter borrowed by Contractor or Owner in connection with the construction of the Project.

9. WAIVER OF SUBROGATION

a. The Contractor and Supplier waive all rights against (1) each other and any of their suppliers, subcontractors, subsubcontractors, agents, employees, officers, members and directors, each of the other, and (2) the Owner, Developer, Operator, and any of their Subcontractors, sub-subcontractors, suppliers, agents, employees, officers, members and directors, for damages caused by fire of other perils to the extent covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as fiduciary. The Subcontractor shall require of the Subcontractor's subsubcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

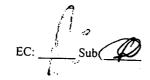
10. THE MATERIALS CONTRACT DOCUMENTS

The Materials Contract Documents consist of the following:

- This Contract
- Drawings & Specification (Exhibit A)
- General Provisions (Exhibit B)
- Sales Tax Form (Exhibit C)
- Application for Payment (Exhibit D)
- Instructions for Exhibit D (Exhibit D1)
- Partial Release of Liens (Exhibit E)
- Instructions for Exhibit E & F (Exhibit E1-F1)
- Final Release of Liens (Exhibit F)
- Scope of Work & Unit Price Schedule (Exhibit G)

11. MISCELLANEOUS

- 11.1 Supplier may not assign this Materials contract to any person or entity without Contractor's prior written consent.
- 11.2. Duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available at law or in equity.
- 11.3. Supplier agrees to indemnify and save Contractor, Owner, Owner's agents, Developer, operator, their respective parent and subsidiaries and their respective agents, officers, employees, members and directors harmless from, and defend at its own expense, any and all claims, suits, losses, damages, or expenses in any manner connected with the materials furnished by the Supplier under this Contract or caused or occasioned in whole or in part by reason of the presence of the person or property of Supplier, its employees, agents, or suppliers, except with such claims or suits arise out of the sole negligence of Contractor.
- 11.4. Supplier shall defend, indemnify, and save Contractor, Owner, Owner's agents, Developer, operator, their respective parent and subsidiaries and their respective agents, officers, employees, members and directors harmless from, and defend at its own expense, any and all claims by the employees of Supplier, its vendors, or its agents, when such claims shall have been incurred, or alleged to have occurred from an unsafe place to work or such similar type of complaint.



- Supplier shall pay all expenses, costs, and attorney's fees incurred by Contractor, Owner, Owner's agents,
 Developer, operator, their respective parent and subsidiaries and their respective agents, officers, employees,
 members and directors in the enforcement of this Contract, of any bond furnished in connection herewith, or for the
 prosecution or defense of any claim as defined herein.
- Supplier shall indemnify, defend, and hold harmless Contractor, including but not limited to attorneys fees and costs, to the fullest extent and under no circumstances to a lesser extent than Contractor has indemnified Owner and others with respect to Supplier's Work (including without limitation, Supplier's performance of its Work) under the Contract Documents.

IN WITNESS WHEREOF, the parties have set forth their hand and seal below.

WITNESSES:	CONTRACTOR: ERICKSON CONSTRUCTION, LLC.
DATE: 11/4/9	BY: David Tague TITLE: Vice President of Construction
10 -24-08	SUPPLIER: Regional Construction Resources Inc.
DATE:	BY: Sergio Luciani

TITLE:

President

EC: ____ Sub

EXHIBIT "A" Contract Documents

Drawing Number	r Description	<u>Date</u>
00.00	Cover Sheet	07/02/2008
00.01	Sheet Index	07/02/2008
00.02	Project Symbols, Abbreviations & General Notes	07/02/2008
00.03	FHA Guidlines And General Notes For Living Units	07/02/2008
00.04	ADA Guide, Gen Notes for Pub and Com uses faciliF	07/02/2008
00.05	ADA Guidelines, Gen. Notes	07/02/2008
10.01A	Fire & Building Code Information	07/02/2008
10.01B	Fire & Building Code Inforation	07/02/2008
10.02	Unit Mix & Resident Storage Chart	07/02/2008
10.03	Parking Distribution	07/02/2008
10.04	Site Matrix - NHD 1-A	07/02/2008
10.06	Unit Addressing Plan	07/02/2008
30.01A	Partial Terrace Level Plan- A	07/02/2008
30.01B	Partial Terrace Level Plan- B	07/02/2008
30.02A	Partial First Level Plan- A	07/02/2008
30.02B	Partial First Level Plan- B	07/02/2008
30.03A	Partial Second Level Plan- A	07/02/2008
30.03B	Partial Second Level Plan- B	07/02/2008
30.04A	Partial Third Level Plan- A	07/02/2008
30.04B	Partial Third Level Plan- B	07/02/2008
30.05A	Partial Fourth Level Plan- A	07/02/2008
30.05B	Partial Fourth Level Plan- B	07/02/2008
30.06A	Partial Roof Plan-A	07/02/2008
30.06B	Partial Roof Plan-B	07/02/2008
30.07	Plan Details	07/02/2008
30.10	Enlarged Plans	07/02/2008
31.01	Exterior Elevations- South Elevation	07/02/2008
31.02	Exterior Elevations- East Elevation	07/02/2008
31.03	Exterior Elevations- North Elevation	07/02/2008
31.04	Exterior Elevations- West Elevation	07/02/2008
31.05	Enlarged Elevations	
31.06	Enlarged Elevations	07/02/2008
31.07	Enlarged Elevation	07/02/2008
32.01	Building Sections	07/02/2008
	-	07/02/2008

EC/__Sub:

32.02	D 1111	Cost Code: 554RB21 – 48700-051000
	Building Sections	07/02/2008
33.01	Wall Sections	07/02/2008
33.02	Wall Sections	07/02/2008
33.03	Wall Sections	07/02/2008
33.04	Wall/Awning Details	07/02/2008
33.05	Balcony Details	07/02/2008
33.06	Bay Window Details	07/02/2008
33.07	Eave Details	07/02/2008
33.08A	Roof Details	07/02/2008
33.08B	Roof Details	07/02/2008
33.09A	Link to RB2.2	07/02/2008
33.09C	Link to RB2.2	07/02/2008
33.09D	Link Details	07/02/2008
34.01	Elevator Plans and Details	07/02/2008
34.02	Stair Plans and Details-#1	07/02/2008
34.03	Stair Plans and Section -#2	07/02/2008
35.01	Partition Types	07/02/2008
35.01A	UL Assemblies	07/02/2008
35.01B	UL Assemblies	07/02/2008
35.01C	UL Assemblies	07/02/2008
35.01D	UL Assemblies	07/02/2008
35.01E	UL Assemblies	07/02/2008
35.01F	UL Assemblies	07/02/2008
35.02	Door Schedule	07/02/2008
35.03	Door Details	07/02/2008
35.04	Window Schedule and Detail	07/02/2008
35.05	Window Flashing Details	07/02/2008
35.05A	EIFS Details	07/02/2008
35.05B	EIFS Details	07/02/2008
35.06	Roof Flashing Details	07/02/2008
36.01	Corridor Elevation	07/02/2008
36.02	Corridor Elevation	07/02/2008
36.03	Corridor Elevation	07/02/2008
36.04A	Elevator Lobby Plan, Elevations	07/02/2008
36.04B	Elevator Lobby Pla, Elevations	07/02/2008
36.07	Interior Details	07/02/2008
36.08	Details	
38.01A	Partial Terrace Level RCP- A	07/02/2008
38.01B	Partial Terrace Level RCP0 B	07/02/2008
38.02A	Partial First Level RCP- A	07/02/2008
	· · · · · · ·	07/02/2008

EC: ____Sub:

Sub: Regional Construction Resources, Inc.

38.02B	D. of the	Cost Code: 554RB21 – 48700-051000
38.03A	Partial First level RCP-B	07/02/2008
38.03A	Partial Second Level RCP- A	07/02/2008
38.04A	Partial Second Level RCP- B	07/02/2008
	Partial Thrid Level RCP- A	07/02/2008
38.04B	Partial Third Level RCP-B	. 07/02/2008
38.05A	Partial Fourth Level RCP- A	07/02/2008
38.05B	Partial Fourth Level RCP-B	07/02/2008
39.09B	Link to RB2.2	07/02/2008
40.01	Elevator Lobby- Floor Finish Plan	07/02/2008
40.02	Link- Floor Finish Plans	07/02/2008
41.01	Elevator Lobby- Wall Finish Plans	07/02/2008
41.02	Link- Wall Finish Plans	07/02/2008
42.01	Ceiling Finish Plans	07/02/2008
42.02	Link, Ceiling Finish Plans	07/02/2008
45.01	Finish Schedule	07/02/2008
45.02	Finish Schedule	07/02/2008
45.03	Matrix	07/02/2008
49.01A	Terrace Level- Furniture Plan	07/02/2008
49.01B	Terrace Level- Furniture	07/02/2008
49.02A	First Level - Furniture Plan	07/02/2008
49.02B	First Level- Furniture Plan	07/02/2008
49.03A	Second Level- Furniture Plan	07/02/2008
49.03B	Second Level- Furniture Plan	07/02/2008
49.04A	Third Level- Furniture Plan	07/02/2008
49.04B	Third Level- Furniture Plan	07/02/2008
49.05A	Fourth Level Furniture Plan	07/02/2008
49.05B	Fourth Level Furniture Plan	07/02/2008
49.06	Link- Furniture Plan	07/02/2008
60.01A	Partial Terrace Level Framing Plan - A	07/21/2008
60.01B	Partial Terrace Level Framing Plan- B	07/21/2008
60.02A	Partial First Level Framing Plan- A	
60.02B	Partial First Level Framing Plan- B	07/21/2008
60.02C	Partial First Level Framing Plan- C	07/21/2008
60.03A	Partial Second Level Framing Plan- A	07/21/2008
60.03B	Partial Second Level Framing Plan- B	07/21/2008
60.03C	Partail Second Level Framing- C	07/21/2008
60.04A	Partial Third Level Framing Plan- A	07/21/2008
60.04B	Partial Third Level Framing Plan- B	07/21/2008
60.04C	Partial Third Level Framing Plan- C	07/21/2008
60.05A	Partial Fourth Level Framing Plan- A	07/21/2008
		0.7/21/2008
	Page 3 of 6	EC: Sub:

60.05B	Description of the second	Cost Code: 554RB21 – 48700-051000
60.05C	Partial Fourth Level Framing Plan- B	07/21/2008
60.06A	Partial Fourth Level Framing Plan- C	07/21/2008
60.06A	Partial Roof Framing Plan- A	07/21/2008
	Partial Roof Framing Plan- B	07/21/2008
60.06C 60.07	Partial Roof Framing Plan- B	07/21/2008
	Link To RB2.2	07/21/2008
61.01A	Special Instructions	07/21/2008
61.01B	Special Instructions Continued	07/21/2008
61.02A	General Notes	07/21/2008
61.02B	General Notes Continued	07/21/2008
61.03	Typical Details	07/21/2008
61.04	Typical Details	07/21/2008
61.05	Typical Details	07/21/2008
62.01	Foundation Details	07/21/2008
62.02	Foundation Details	07/21/2008
62.03	Foundation Details	07/21/2008
63.01	Framing Sections	07/21/2008
63.10	Framing Sections	07/21/2008
63.11	Framing Sections	07/21/2008
63.12	Framing Sections	07/21/2008
64.01	Brace Frame Elevations	07/21/2008
64.02	Brace Frame Elevations	07/21/2008
64.03	Brace Frame Details	07/21/2008
65.01	Column Schedule	07/21/2008
70.00	Title Sheet	07/02/2008
70.001	Water, Gas/FP Distribution	07/02/2008
70.00A	Partial Underfloor- A	07/02/2008
70.00B	Partial Underfloor- B	07/02/2008
70.01A	Partial Terrace Level Plan- A	07/02/2008
70.01B	Partial Terrace Level Plan- B	07/02/2008
70.02A	Partial First Level Plan- A	07/02/2008
70.02B	Partial First Level Plan- B	07/02/2008
70.03A	Partial Second Level Plan- A	07/02/2008
70.03B	Partial Second Level Plan- B	07/02/2008
70.04A	Partial Third Level Plan- A	07/02/2008
70.04B	Partial Third Level Plan- B	07/02/2008
70.05A	Partial Fourth Level Plan- A	07/02/2008
70.05B	Partial Fourth Level Plan- B	07/02/2008
70.06A	Partial Roof/Attic Plan- A	
70.06B	Partial Roof/Attic Plan- B	07/02/2008
		07/02/2008

71.01	r-l. In	Cost Code: 554RB21 – 48700-051000
72.01	Enlarged Plan	07/02/2008
73.01	Details	07/02/2008
80.00	Risers	07/02/2008
80.01A	Title Sheet	07/02/2008
80.01A 80.01B	Partial Terrace Level Plan- A	07/02/2008
	Partial Terrace Level Plan- B	07/02/2008
80.02A	Partial First Level Plan- A	07/02/2008
80.02B	Partial First Level Plan- B	07/02/2008
80.03A	Partial Second Level Plan- A	07/02/2008
80.03B	Partial Second Level Plan - B	07/02/2008
80.04A	Partial Third Level Plan- A	07/02/2008
80.04B	Partial Third Level Plan- B	07/02/2008
80.05A	Partial Fourth Level Plan- A	07/02/2008
80.05B	Partail Fourth Level Plan- B	07/02/2008
80.06A	Partial Roof Plan- A	07/02/2008
80.06B	Partial Roof Plan-B	07/02/2008
81.01	Enlarged Mechanical Room	07/02/2008
82.01	Mechanical Details	07/02/2008
82.02	Mechanical Details	07/02/2008
83.01	Mechanical Risers Diagram	07/02/2008
83.02	Wet Riser Diagram	07/02/2008
83.03	Wet Rised Diagram	07/02/2008
84.01	Mechanical Schedules	07/02/2008
90.00	Cover Sheet	07/02/2008
90.01A	Partial Terrace Level Plan- A	07/02/2008
90.01B	Partial Terrace Level Plan- B	07/02/2008
90.02A	Partial First Level Plan- A	07/02/2008
90.02B	Partial First Level Plan- B	07/02/2008
90.03A	Partial Second Level Plan- A	07/02/2008
90.03B	Partial Second Level Plan- B	07/02/2008
90.04A	Partial Third Level Plan- A	07/02/2008
90.04B	Partial Third Level Plan- B	07/02/2008
90.05A	Partial Fourth Level Plan- A	07/02/2008
90.05B	Partial Fourth Level Plan- B	
91.01	Enlarged Plan	07/02/2008
92.01	One-Line Diagram	07/02/2008
92.02	Fire Alarm Riser Diagrams	07/02/2008
92.03	Electrical Riser Diagram	07/02/2008
93.01	Site Plan	07/02/2008
93.02	Details	07/02/2008
	D	07/02/2008

Page 5 of 6

Sub: Regional Construction Resources, Inc.	
Cost Code: 554RB21 - 48700-051000	

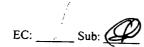
93.03	Detect.	Cost Code: 554RB21 – 48700-051000
93.04	Details	07/02/2008
94.01	Details	07/02/2008
94.02	Electrical Schedules	07/02/2008
Unit C1	Electrical Schedules	07/02/2008
Unit C1	Architectural	07/02/2008
Unit C1	MEP	07/02/2008
	MEP	07/02/2008
Unit C1b	Architectural	07/02/2008
Unit C3	MEP	07/02/2008
Unit C3	Architectural	07/02/2008
Unit C5	MEP	07/02/2008
Unit C5	Architectural	07/02/2008
Unit C8	MEP	07/02/2008
Unit C8	Architectural	07/02/2008
Unit D1.5	Architectural	07/02/2008
Unit D1.5	MEP	07/02/2008
Unit D2	MEP	07/02/2008
Unit D2	Architectural	07/02/2008
Unit E4	MEP	07/02/2008
Unit E4	Architectural	07/02/2008
Unit E9.5	MEP	07/02/2008
Unit E9.5	Architectural	07/02/2008
Unit F12	Architectural	07/02/2008
Unit F12	MEP	07/02/2008
Unit F2	MEP	07/02/2008
Unit F2	Architectural	07/02/2008
Unit F4	MEP	07/02/2008
Unit F4	Architectural	07/02/2008
Unit G4	Architectural	07/02/2008
Unit G4	MEP	07/02/2008
Unit G6	Architectural	07/02/2008
Unit G6	MEP	
Unit J3	Architectural	07/02/2008
Unit J3	MEP	07/02/2008
Unit J6	Architectural	07/02/2008
Unit J6	MEP	07/02/2008
Unit J7	MEP	07/02/2008
Unit J7	Architectural	07/02/2008
Unit K1	Architectural	07/02/2008
Unit K1	MEP	07/02/2008
		07/92/2008

Page 6 of 6

Sub:

EXHIBIT "B" General Provisions

- The Supplier shall replace or, if approved by the Architect, Owner and/or Contractor repair any defective work, cracked, chipped
 or damaged materials. Supplier will be responsible for all associated costs if the damage occurs at the fabrication plant or during
 transportation to the jobsite. Supplier agrees to promptly provide all replacement materials at no additional cost to the Owner,
 Architect or Contractor and repeat tests as necessary until all work is proven satisfactory. Retesting cost shall be the
 responsibility of the Supplier should the Owner elect.
- Supplier 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 Supplier's work. Any vehicle parked on or adjacent to the site without Contractor's permission is subject to removal at the Supplier's expense.
- 3. The Supplier understands the project site is in an urban location and that only a limited amount of on site material staging will be permitted. It is the responsibility of each Subcontractor and Supplier to coordinate all on site staging with the Contractor's Superintendent. All material deliveries must be coordinated at least forty-eight (48) hours in advance. This Supplier understands that the limited space also applies to the use of site trailers and/or field offices and permission must be obtained by Project Superintendent.
- 4. It is agreed and understood that all communications to the Architect or Engineer or Owner or Leasing Agent or other Subcontractor's and Supplier's, or any representative of the above, whether written or verbal, shall be through the Contractor unless specific permission is granted by the Contractor for a direct communication, and any communications not so conducted shall neither be binding or enforceable on any party. Further, any communication with any of the above parties conducted with permission of the Contractor shall be documented and summarized in writing by the Supplier within 24 hours of the communication, noting parties involved, subjects discussed, conclusions reached, and all other pertinent information, and shall be immediately distributed to the Contractor and all parties involved. If such communication in any way affects the Work of other Subcontractors or Suppliers this Supplier shall be liable for all costs involved unless specifically authorized otherwise by the Contractor in writing.
- 5. Backcharges to the Contractor or to other Subcontractors on the project, for which this Supplier fees are not included with the Materials Contract, must be brought to the attention of the Contractor, in writing, with ten (10) days of the initial occurrence and must be submitted for payment with all required back-up with twenty (20) days of the occurrence. Any event for which Supplier has not so notified and submitted shall not entitle Supplier to on-going Backcharges, these Backcharges must initially be submitted as noted above, and thereafter on a bi-weekly basis. Any Backcharges to be brought against this Supplier by either the Contractor or another Subcontractor or Supplier shall be forwarded in written notification not more than twenty (20) days from initial occurrence and submitted with proper back up for payment with thirty (30) days or shall be otherwise null and void. Subcontractors and Suppliers are encouraged to work out minor disputes between each other, but Contractor shall not be responsible for the enforcement, or collection of any sums, or any agreements between Subcontractors and/or Suppliers for which a written agreement was not prepared and signed by all parties.
- 6. 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 schematically indicated in the Contract Documents, must be maintained throughout.
- 7. The 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 in accordance with the terms of the Contract Documents, and the costs for labor and materials shall be at prevailing rates in the Project area.
- 8. With thirty (30) days of the execution of the Materials Contract, Supplier shall submit for approval of the Contractor, a complete schedule of values breakdown of the Materials Contract amount. The schedule of values breakdown shall be in the form similar to the AIA. G703 format. When approved, the schedule shall be used to apply for monthly (and final) progress payments. All sums shall have amounts rounded off up or down to the nearest whole dollar except final payment.
- 9. Progress payment applications shall be prepared and submitted to the Contractor on or before the 20th of the month for payment by the 20th of the following month.



- 10. Notwithstanding any other provision contained in this Materials Contract and superseding ay contrary term expressed herein, Supplier agrees that if in the event on any picket, strike, work stoppage, or other form of labor dispute at the jobsite, whether that dispute or picket is in connection with the Owner, the Contractor, the Supplier or any other subcontractor or separate contractor on the jobsite, Supplier will continue to perform the Supplier's work required herein, with interruption on delay, because of such picket or other form of labor dispute, the Contractor may terminate services or the Supplier after giving twenty-four (24) hours written notice and an intent to do so, or the contractor may invoke any of the rights and remedies set forth in this Materials Contract. Additionally, should the Supplier be party to one or more labor agreements he shall, with 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. It is contemplated hereby the Supplier shall, if necessary, utilize to the fullest extent possible all contractual provisions contained in Supplier's labor agreement which allow for the hiring of replacement employees, should the hiring of the Supplier be unable or unwilling to meet the need of the Supplier.
- 11. The Supplier shall cooperate with the Contractor and other Suppliers and Subcontractors whose work might interface with Supplier's work, and shall participate in the preparation or coordination drawings in areas of congestion, specifically noting and advising the Contractor on any such interferences.
- 12. Payments made on account of materials or equipment not in place but delivered and suitably stored, when agreed upon in advance in writing by the Owner. Such materials or equipment (Stored Materials) may be at the Property or at any other location agreed upon in advance in writing by the Owner.
- 13. Beyond Stored Materials, Owner will not advance progress payments for Supplier engineering, shop drawing preparation, or insurance costs, all of which are incidental to the award of the Materials Contract and the subsequent performance of the work: however, Supplier may include such costs (limited to a maximum of two (2%) percent of the materials contract amount) in its initial payment request which will be paid after commencement of work by Supplier. In the event Supplier has purchased a performance and payment bond, owner will advance progress payment for the cost of same upon request and upon receipt of a copy of the invoice for the premium.

EC: ____Sub

EXHIBIT "C" Sales Tax Form

Subconti	ractor / Supplier Name:	Regional Construction Resources, Inc.
Address:	5600 NW Central, Suite 100, Houston, TX, 77092	•
Job No.	554RB21	
Purchase	Order Number: 8	
Is license	ed to do business in the State of	of eq. sales tax registration number is
Will remi	t all sales tax on the taxable ite	ems in the Purchase Order to the State of CO on a timely reporting basis.
Signed:	Sin's L	- Date: 10 Phlou
Title:	President	10/08

		******-OR-****
Is not licen	sed to do business in the State	e of CO and will not include sales tax on any invoices.
Signed:		Date:
Title:		

EC: ____ Sub:

Exhibit "D.1" Instructions for "Exhibit D"

Subcontractors/Suppliers shall submit attached Application and Certificate for Payment (Exhibit D) for payment processing to:

ERICKSON CONSTRUCTION, L.L.C. 3003A Mill Vista Rd. Highlands Ranch, CO, 80129

ATTN: Project Manager, Matt Ferguson

Your application for payment, using the attached Application and Certificate for Payment (Exhibit D) form, must be fully completed, and must be in our office at the above address no later than the 20th of the month.

If your Application and Certificate for Payment is not fully completed and received in our office, at the above address by the 20th of the month, your payment will be delayed until the following months payment cycle.

EC: ____ Sub:

EXHIBIT "D"

APPLICATION AND CERTIFICATE FOR PAYMENT

ТО:	ERICKSON CONSTRUCTION, LLC. 703 Maiden Choice Lane Baltimore, MD 21228	DATE: PROJECT NO.:	55ADD21
FROM:	Regional Construction Resources, Inc.	JOB: APPLICANT NO PERIOD TO:	Residential Building 2.1
1. Origina	l Contract Amount	\$	
2. Change	Orders Issued to Date (Thru C.O. #)	\$	
3. Contrac	t Sum to Date (Line 1+2)	S	
4. Total Co	ompleted & Stored to Date	S	
5. Less Ret	ainage (%)	\$	
6. Total Ea	rned to Date Less Retainage (Line 4-5)	\$	
	vious Requisitions	\$	
8. Payment	Due This Period (Line 6-7)	\$	
Note: Pay Cha	TOR: By:(Officer, General Partner, or of the control of the costs which make of the costs which make Order has been issued by Erickson Constitutional costs or pending extras.	ora included excess of a	
NOTES:		TO BE COMPLETED	BY PROJECT MANAGER
		RETAINAGE RELEASE	\$
		PROGRESS BILLING	\$
		RETAINAGE HELD	\$
		TOTAL AMOUNT DUE	\$
		PROJECT NUMBER	554RB21
		COST CODE #	48700-051000
		APPROVED BY	
	FINAL PAYMENT	APPROVED DATE	
PUNCH LIST CON WARRANTY CON	MPLETED YES NO	FOR ACCOUN	TING USE ONLY
ATTIC STOCK DE O&M (CLOSEOUT	LIVERED YES NO	DATE RECEIVED	
CHANGE ORDERS	S COMPLETED YES NO	REVIEWED BY	

EXHIBIT "E1" & "F1" Instructions for Exhibits E & F

Subcontractors/Suppliers shall submit attached Partial Release of Liens (Exhibit E) and Final Release of Liens (Exhibit F) for payment processing to:

ERICKSON CONSTRUCTION, L.L.C.
Corporate Office
991 Corporate Blvd
Linthicum Heights, Maryland 21090
Attn: Contract Administrator

EXHIBIT E - PARTIAL RELEASE OF LIENS

The attached Partial Release of Liens (Exhibit E) form must be fully completed, properly executed by a authorized Corporate Officer or Owner/ Proprietor with Original Signatures, Notarized, and must be in our office at the above address no later than the last day of the month.

If your Partial Release of Liens (Exhibit E) is not fully executed and received on a timely basis, i.e. no later than the last day of the month, previous payment not covered by a current waiver of lien will be deducted from your expected payment.

EXHIBIT F - FINAL RELEASE OF LIENS

The attached Final Release of Liens (Exhibit F) form must be fully completed, properly executed by a authorized Corporate Officer or Owner/Proprietary with original signatures, Notarized, and must be in our office at the above address no later than the last day of the month or at issuance of Final Payment.

No Final Payments will be issued until Final Release of Liens is in hand.

EC: ____ Sub: ____

EXHIBIT "E"

Partial Lien Waiver

COUNTY OF D					
To Whom It May	•				
TO WHOM It May	Concem:				
WHEREAS the un	ndersigned has been emplo	pyed by	A. 6		
as	of which		is the Owner.	nish	for the premise
labor services, mat	erial, fixtures, apparatus o	of	ds or other considerations, oned, to this date only, by the	due or to become due from the undersigned for the above.	
DATED:		_ COMPANY:			
SIGNATURE AND) TTTI F-	COMPANY:			
,		t paid. If a wavier is for a corpo partnership name should sign	and and State Hall Heldell S	as a partner,	
		CONTRACTOR'S AFFIDAY	IT		
Whom It May Co	ncem.				
it the total amount of payment. That all	of the contract including e	work on the extras is \$	on which he has rec	eived payment of \$	n
at the total amount of payment. That all dity of said waiver tracts or subcontracts	of the contract including e I waivers are true, correct s. That the following are	extras is \$	on which he has rec conditionally and that there have furnished material or l	eived payment of \$	pi
at the total amount of payment. That all idity of said waiver tracts or subcontract that the items men	of the contract including e I waivers are true, correct s. That the following are cts for specific portions of thioned include all labor a	extras is \$ t and genuine and delivered un t the names of all parties who be said work or for material enter and material required to comple	on which he has rec conditionally and that there have furnished material or ling into the construction the te said work according to p	eived payment of \$	pr
at the total amount of payment. That all idity of said waiver tracts or subcontracts	of the contract including e I waivers are true, correct s. That the following are	extras is \$	on which he has rec conditionally and that there have furnished material or l	eived payment of \$	prequitable to defer and all parties has to become due to de
at the total amount of payment. That all idity of said waiver tracts or subcontract that the items men	of the contract including e I waivers are true, correct s. That the following are cts for specific portions of thioned include all labor a	extras is \$ t and genuine and delivered un t the names of all parties who be said work or for material enter and material required to comple	on which he has rec conditionally and that there have furnished material or ling into the construction the te said work according to p	eived payment of \$e is no claim either legal or labor, or both, for said work creof and the amount due or tolans and specifications:	pi
at the total amount of payment. That all idity of said waiver tracts or subcontract that the items men	of the contract including e I waivers are true, correct s. That the following are cts for specific portions of thioned include all labor a	extras is \$ t and genuine and delivered un t the names of all parties who be said work or for material enter and material required to comple	on which he has rec conditionally and that there have furnished material or ling into the construction the te said work according to p	eived payment of \$e is no claim either legal or labor, or both, for said work creof and the amount due or tolans and specifications:	prequitable to defer and all parties has to become due to
at the total amount of payment. That all idity of said waiver tracts or subcontract that the items men	of the contract including e I waivers are true, correct s. That the following are cts for specific portions of thioned include all labor a	extras is \$ t and genuine and delivered un t the names of all parties who be said work or for material enter and material required to comple	on which he has rec conditionally and that there have furnished material or ling into the construction the te said work according to p	eived payment of \$e is no claim either legal or labor, or both, for said work creof and the amount due or tolans and specifications:	prequitable to defer and all parties has to become due to
at the total amount of payment. That all idity of said waiver tracts or subcontract that the items men	of the contract including e I waivers are true, correct s. That the following are cts for specific portions of thioned include all labor a	extras is \$ t and genuine and delivered un t the names of all parties who be said work or for material enter and material required to comple	on which he has rec conditionally and that there have furnished material or ling into the construction the te said work according to p	eived payment of \$e is no claim either legal or labor, or both, for said work creof and the amount due or tolans and specifications:	prequitable to defer and all parties has to become due to
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at the total amount of payment. That all dity of said waiver tracts or subcontract that the items men	of the contract including e I waivers are true, correct s. That the following are cts for specific portions of ationed include all labor a WHAT FOR	extras is \$ t and genuine and delivered un the the names of all parties who he said work or for material enter and material required to comple CONTRACT PRICE	on which he has rec conditionally and that there have furnished material or ling into the construction the te said work according to p	eived payment of \$e is no claim either legal or labor, or both, for said work creof and the amount due or tolans and specifications:	pequitable to defe and all parties has to become due to
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at the total amount of payment. That all dity of said waiver tracts or subcontract that the items men NAMES	of the contract including e I waivers are true, correct s. That the following are cts for specific portions of ationed include all labor a WHAT FOR MATERIAL TO COM	extras is \$ t and genuine and delivered un the names of all parties who it f said work or for material enterind material required to comple CONTRACT PRICE APLETE	on which he has recconditionally and that there have furnished material or ling into the construction the te said work according to part of the construction that the said work according to part of the construction that the said work according to part of the construction that the said work according to part of the construction that the construction of the construct	eived payment of \$_e is no claim either legal or abor, or both, for said work reof and the amount due or tolans and specifications: THIS PAYMENT	equitable to defer and all parties has to become due to BALANCE
at the total amount of payment. That all dity of said waiver tracts or subcontract that the items men NAMES ALLABOR AND there are no other contract to be done upon of the payment.	of the contract including e I waivers are true, correct s. That the following are cts for specific portions of ationed include all labor a WHAT FOR MATERIAL TO COM Intracts for said work outs or in connection with said	extras is \$ t and genuine and delivered un the the names of all parties who it f said work or for material enterind material required to comple CONTRACT PRICE APLETE standing, and that there is nothing the work other than above stated.	on which he has reconditionally and that there have furnished material or ling into the construction the te said work according to part of the said work acc	eived payment of \$_e is no claim either legal or abor, or both, for said work treof and the amount due or tolans and specifications: THIS PAYMENT any person for material, labo	equitable to defer and all parties has to become due to BALANCE
at the total amount of payment. That all dity of said waiver tracts or subcontract that the items men NAMES ALLABOR AND there are no other contract to be done upon of the payment.	of the contract including e I waivers are true, correct s. That the following are cts for specific portions of ationed include all labor a WHAT FOR MATERIAL TO COM Intracts for said work outs or in connection with said	extras is \$ t and genuine and delivered un the the names of all parties who it f said work or for material enterind material required to comple CONTRACT PRICE APLETE standing, and that there is nothing the work other than above stated.	on which he has reconditionally and that there have furnished material or ling into the construction the te said work according to part of the said work acc	eived payment of \$_e is no claim either legal or abor, or both, for said work treof and the amount due or tolans and specifications: THIS PAYMENT any person for material, labo	equitable to defer and all parties has to become due to a BALANCE
at the total amount of payment. That all dity of said waiver tracts or subcontract that the items men NAMES ALLABOR AND there are no other contract to be done upon of this	MATERIAL TO COM mutates for said work outs or in connection with said	extras is \$ t and genuine and delivered un the names of all parties who it f said work or for material enterind material required to comple CONTRACT PRICE APLETE	on which he has recconditionally and that there have furnished material or ling into the construction the te said work according to part of the said work ac	eived payment of \$_e is no claim either legal or abor, or both, for said work treof and the amount due or tolans and specifications: THIS PAYMENT any person for material, labo	equitable to defer and all parties has to become due to a BALANCE

EXHIBIT "F"

Final Lien Waiver

COUNTY OF DOI					
555 O. DO.	UGLAS)) SS			
To Whom It May C	Concern:				
WHEREAS the und	ersigned has been emplo	oyed by			
as	of which		is the Owner	nish	for the premises k
furnished, and on the machinery, heretofor	in respect to and on said money, funds or other o e furnished, or which m	of	the improvements thereon, e due from the Owner, on ac eafter by the undersigned	and on the material, fixtures	e of Colorado, relat
		_ COMPANY:			
SIGNATURE AND	TITLE:	t paid. If a wavier is for a corpo			
		CONTRACTOR'S AFFIDAV	IT		
To Whom It May Con-	cem·				
		,			
HE undersigned, beir	ig duly sworn, deposes a	and says that he is work on th	- 64	•	
ho is the contractor	or for the	Work on th	of the		(name of compa
he undersigned, for	and in consideration	and upon payment in seve	n business day, of the	sum of	Doll
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EXHIBIT "G"

SUBCONTRACTOR SCOPE OF WORK

Please See Attached

EC: _____ Sub:

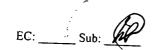
EXHIBIT G ATTACHMENT

In accordance with the Specifications Dated 7/2/2008 and drawings dated 7/2/2008 and 7/21/2008 included in Exhibit A, and the general provisions of this contract, the subcontractor shall provide all materials, shop drawings, submittals, transportation, taxes, insurance, support functions and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, to complete the Structural Steel & Metal Fabrications work for the Residential Building 2.1, and the link to the Residential Building 2.2.

Fabrication of the steel shall be performed in accordance with Contract Documents prepared by James, Harwick, and Partners, Inc. in general, and Specification Section 05120 (Structural Steel) and 05500 (Metal Fabrications) specifically, unless noted otherwise below; and in compliance with all applicable codes and regulations. Work shall include, but is not limited to the following:

1. SCOPE OF WORK

- 1.1 Furnish all structural steel for Residential Building 2.2 (Sand Piper Hollow) & the Link from Residential Building 2.2 to Community Building 2.0.
- 1.2 Furnish all miscellaneous steel including, but not limited to, all anchor bolts, base plates, fasteners, embeds, edge angle, bent plate, ledger angles, lintels, etc. to complete the structure in accordance with the contract drawings and specifications
- 1.3 A325 bolts 1-1/8" and 1-1/4" and A490 bolts 1" and over must first have Johnson's Stick Wax #140 applied to their threads before being assembled in work. Deliver anchor bolts and "For Construction" anchor bolt plans no later than October 14th, 2008.
- 1.4 Provide all submittals, including product data, shop drawings, samples, material certifications and test reports as required by the specifications.
- 1.5 Include galvanizing for structural steel, miscellaneous metals, bolts, nuts, washers etc. in accordance with Contract Documents.
- 1.6 Include angle kickers and continuous angle shelf where necessary.
- 1.7 Provide all holes, cut-outs, etc. as required to accommodate the work of other trades, in accordance with the Contract Documents. This includes penetrations through beams.
- 1.8 Furnish all steel for interior stairs including stair treads, platforms, freestanding picket rail with grab bar and wall rails.
- 1.9 Furnish elevator pit ladders, divider beams, sill support angles and hoist beams.
- 1.10 Furnish ship's ladder and roof access ladder as indicated in the Contract Documents.



- 1.11 Furnish all balcony guardrails, single deco "X" rails, double deck "X" decorative rails, and areaway grates.
- 1.12 Subcontractor shall take part in weekly "BIM" (building information modeling) meetings to make certain that the the fabrication of all steel is completed with MEP and structural systems in mind.
- 1.13 Subcontractor shall deliver first sequence of steel for the RB2.1 during the first week of January 2009 and shall complete all deliveries on or before the week of March 09, 2009.

SCHEDULE OF VALUES S.O. 755 – RB2.1

Shop Drawings	\$117,250.00
Anchor bolts, embeds	\$ 60,000.00
Structural steel	\$991,210.00
Miscellaneous	\$163,000.00

Total Contract

\$1,331,460.00

END OF EXHIBIT G ATTACHMENT

EC: Sub:



INVOICE

April 30, 2009

Invoice No 755-7

Erickson Construction L.L.C 3330 W. County Line Rd Highlands Ranch, CO. 80129

Attn: Matthew Ostrowski

Re: Windcrest Highland Ranch RB 2.1

Net 30 Days

R.C.R.I. NO.4059

Description of items invoiced: BALANCE OF STAIRS AND RAILS

<i>1</i> .	Original Contract Sum	\$ 1,331,460.00
<i>2</i> .	Change Order #1	\$ 20,740.00
<i>3</i> .	PENDING CHANGE ORDERS	\$ -57,449.00
<i>4</i> .	Contract Sum to Date	\$ 1,294,751.00
<i>5</i> .	Total Completion to Date	1,294,751.00
6.	Less Previous Invoices	1,289,881.00
<i>7</i> .	Current Amount Due Incl 3% Sales Tax	\$ -

II _	
Current Amount Due This Invoice	0 13 050 00
"Current Amount Due This Invoice	\$ 13.870.00
	$\{\psi \lambda J\} U / U \cdot U U$

Balance to finish

\$ 0.00

THANK YOU FOR THIS NICE ORDER.

Regional Construction Resources, Inc.

5600 Northwest Central Drive #100 Houston, TX 77092

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Invoice

Date	Invoice #
4/30/2009	755-7

Bill To		

P.O. No.	Terms	Project
	Net 30	755 Windcrest RB 2.1

Item	Description	Est Amt	Prior Amt	Prior %	Qty	Rate	Curr %	Total %	Amount
202	Material General (Raw) Beam Penetrations in Roof Steel	730075.00 20,135.93	716609.00 20,135.92	98.16% 100.00%		13,466.00 0.01		100.00% 100.00%	13,466.00
	CHANGE ORDER March 10, 2009 > Added 1 202. (+\$20,135.92) Total change to estimate +\$20.740.00	37.711.19					1.07%	1.07%	403.98

Total \$13.869.99

Payments/Credits \$0.00

Balance Due \$13.869.99

EC_____ Sub: ____

"EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

TO:	ERICKSON Construction, L.L.C. 703 Maiden Choice Lane	DATE: April 30	0, 2009	
	Baltimore, MD 21228	PROJECT: 554-RB-2.1		
FROM:	Regional Construction Resources, Inc.	Job:	_	
I KOM.	Regional Construction Resources, inc.	APPLICANT NO: PERIOD TO:	4/30/2009	
1.	Original Contract Amount		\$1,331,460.00	
2.	Change Orders Issued to Date (Thru (C.O. #)	\$36,709.00	INCL PENDING CHANGE ORDERS
3.	Contract Sum to Date (Line 1	+ 2)	\$1,294,751.00	
4.	Total Complete and Stored to Date		\$ 1,294,751.00	
5.	Less Retainage (1	<u>0</u> %)	\$ 0.00	
6.	Total Earned to Date Retainage (Line	e 4-5)	\$1,294,751.00	
7.	Less Previous Requisitions		\$1,280,881.00	
8.	Payment Due this Period (Line 6-7))		NCL 3% SALES TAX
	·			
The under accordance material for	ce with the Contract Documents; (ii) that it or which Erickson Construction has paid pr	nas paid its employees, sub-c revious requests for payment:	contractors, and matenal s : (iii) that the amount of this	suppliers for all work and sinvoice is due.
accoluant	or which Erickson Construction has paid pr	nas paid its employees, sub- revious requests for payment:	contractors, and matenal s	Suppliers for all work and s invoice is due.
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material fo	ACTOR: By: (Officer, General Pasergio Luciani, President Payment will be made for only those concluded Change Order has been issued by Erick	artner, or Owner) ent ests which are included as par	Date: T of the Original Contract is provide a list of any out	4/30/09
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Subcontractor Project Name:	RACT:	SCHEDULE OF VALUES gional Construction Resources, Inc. Wind Crest RB 2.1 Highlands Ranch CO				PAGE Application No: 7 Application Date: 4/3	GE 1 OF 1 PAGES 7 4/30/2009	GES	
		iigiiidiids Kanch CO				Period From: Period To:	4/1/2009 4/30/2009		
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Item No.	Description of Work	School Volus	Work	ပ၂		Total Complete			
		Scriednied Value	Previous	Work in	Stored	and Stored to		Balance to	Retainage
			Applications (D+E)	Flace this Period	Materiats (not in D or E)	Date (D+E+F)	%	Finish	
	Detailing	117,250.00	117,250.00	00.00	0.00	117,250.00	100%	0.00	000
7 -	Anchor Bolts and Embeds	60,000.00	60,000.00	00.00	00.0	00.000,09		0.00	
, ,	Miccural Steel	991,210.00	991,210.00	00.00	00.00	991,210.00	100%	0.00	
,	Miscellaneous	163,000.00	149,130.00	13,870.00	00.00	163,000.00	100%	0.00	
2	CO # 1 beam Penetrations	20,740.00	20,740.00	0.00	00.00	20,740.00	100%	0.00	
	PENDING CHANGE ORDERS	0.00	00.00	00.0	00.00	0.00		00.0	
	DECO RAIL	-7,687.00	00.788,7-	0.00	0.00	-7,687.00	15	0.00	
	BALCONT KAIL	-41,838.00	-41,838.00	0.00	00'0	-41,838.00		0.00	
	CIEL D BOLTS	400.00	-400.00	0.00	0.00	-400.00	100%	0.00	
	rierd Boris	-7,524.00	-7,524.00	0.00	00.00	-7,524.00		00.00	
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31			00.00	00.0	00.00	00.0	%0	0.00	0.00
IOIAL		1,294,751.00	1,280,881.00	13,870.00	0.00	1,294,751.00	100.00%	00.0	0.00

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"EXHIBIT "E"

CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

TO	Original Contract Amount: Approved Change Orders: Adjusted Contract Amount Complete to Date: Retention: Total Earned (Less Retention) Previous Payments: Current Payment: Contract Balance:	\$ \$1,331,460.00 \$ -\$36,709.00 \$ \$1,294,751.00 \$ \$0.00 \$ \$1,294,751.00 \$ -\$1,280,881.00 \$ -\$1,280,881.00 \$ \$13,870.00 \$ \$0.00	INCL PENDING CHANGE ORDERS
	(Title insurer) (Lender) (Owner) (Contractor)		
The UNDERSIGNED being duly sworn states that he		,	
of Regional Construction Resources, Inc. (firm) who ha			
for furnishing Structural and Miscellaneous Steel and Erec	ction for the improvements bei	ng erected on	
real estate known and identified as Wind Crest RB 2.1			
County, State of COand owned by	······································		
The UNDERSIGNED for and in consideration of the DOLLARS(\$13,870.00) in payment of invoice or application and other good and claims of right of lien on the aforement or other consideration due or to become due on account of furnished prior to	on dated 4-30-2009 ioned property and improvement labor or services, materials, fi	onto thorono and an explanation	_
The UNDERSIGNED, respectfully warrants that the other sums are claimed, that all laborers, subcontractors, all due and all current sums due out of this payment and that mentitled to claim or assert any claim against the above desc furnished to or for the account of the undersigned. (Upon resubcontractors, and suppliers, with contract and payment st Affidavit, attach same hereto and upon request furnish waive	nd suppliers employed by him none of such labors, subcontra ribed real estate or the improv equest, the undersigned shall I latus, in CTI form 5-3028. Con	have been paid all sums pr ctors or suppliers is or will t ements thereon for labor or list the name of each of his	eviously pe materials
Signed this 30TH day of APRIL 2009	Regional Constructio Contractor/Supplier/S	n Resources, Inc. Subcontractor	
B	y: Sergio Luciani, Presid	dent with STACY	
signed and swom to before me this 30TH day of APRIL 200	9 <u>.</u>	dent STACY	
My commission Expires: 6-16-2011	Stacy A. Lewcun.	Notary Public OFT	
Page 1 of 1		Sub:	Millimin.
		·	

APPLICATION AND CERTIFICATION FOR PAYMENT

1 PAGES ARCHITECT istribution to: OWNER P PAGE 1 APPLICATION No: AIA DOCUMENT G702 Windcrest RB 2.1 PROJECT: ERICKSON Construction, L.L.C. 703 Maiden Choice Lane Baltimore, MD 21228

VIA ARCHITECT: 5600 Northwest Central Drive, Ste. 100 Regional Construction Resources Houston, TX 77092 CONTRACT FOR: Structural Steel FROM CONTRACTOR:

CONTRACTOR in accordance with the Contract Documents, that all amounts have been paid by the Contractor information and belief the Work covered by this Application for Payment has been completed for Work for which previous Certificates for Payment were issued and payments received The undersigned Contractor certifies that to the best of the Contractor's knowledge, from the Owner, and that current payment shown herein is now due. 4/30/09 CONTRACT DATE: PROJECT No: PERIOD TO:

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

CONTRACTOR'S APPLICATION FOR PAYMENT

ORIGINAL CONTRACT SUM.....

1,331,460.00 (\$36,709.00) Net change by Change Orders

\$1,294,751.00 ,294,751.00 4. TOTAL COMPLETED & STORED TO DATE..... 3. CONTRACT SUM TO DATE (Line 1 ± 2)

(Column G on G703) 5. RETAINAGE:

\$0.00 of Completed Work . . (Column D + E on G703)

Total Retainage (Lines 5a + 5b) or b. of Stored Material. (Column F on G703)

Total in Column I of G703).

\$0.00

\$1,294,751.00 TOTAL EARNED LESS RETAINAGE..... 7. LESS PREVIOUS CERTIFICATES FOR (Line 4 Less Line 5 Total)

٠.

(\$1,280,881.00)8. CURRENT PAYMENT DUE INCLUDES 3% SALES TAX...... PAYMENT (Line 6 from prior Certificate)

\$13,870.00 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

\$0.00

ARCHITECT'S CERTIFE AND POR PAYMENT 6/16/2011

30-Apr-09

KRIS

Countwor

TEXAS

Subscribed and swo

State of:

Notary Public:

By: Sergio Luciani, President

CONTRACTOR:

CUN

My Commission expires:

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

AMOUNT CERTIFIED ..

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

> \$0.00 \$0.00 \$0.00

\$0.00 \$0.00 \$0.00

DEDUCTIONS

ADDITIONS

CHANGE ORDER SUMMARY

in previous months by Owner

Total changes approved

Total approved this Month

TOTALS

By:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

ALA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - ALA - ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

\$0.00

NET CHANGES by Change Order



INVOICE

April 15, 2009

Invoice No 755-6

Erickson Construction L.L.C 3330 W. County Line Rd Highlands Ranch, CO. 80129

Attn: Matthew Ostrowski

Re: Windcrest Highland Ranch RB 2.1

Net 30 Days

R.C.R.I. NO.4050

Description of items invoiced:

<i>1</i> .	Original Contract Sum	S	1,331,460.00
<i>2</i> .	Change Order #1	Š	20,740.00
<i>3</i> .	PENDING CHANGE ORDERS	\$	-57,449.00
<i>4</i> .	Contract Sum to Date	\$	1,294,751.00
<i>5.</i>	Total Completion to Date		1,280,881.00
<i>6</i> .	Less Previous Invoices		1,189,200.00
<i>7</i> .	Current Amount Due Incl 3% Sales Tax	S	91.681.00

Current Amount Due This Invoice	\$ 91,681.00

Balance to finish

\$ 13,870.00

THANK YOU FOR THIS NICE ORDER.

SUB	SUBCONTRACT SCHEDULE OF VALUES	UES				PAGE	TE 4 OF 4 BACES	000	
	Carcolluacioi : Regional Construction Resources, Inc.	Resources, Inc.				Application No:	· I		
Project Name:						Application Date:	4/15/2009		
	Committee of the commit	igniands Kanch CO				Period From:	4/1/2009		
						Period To:	4/30/2009		
						Job No:			
 	8	ļ				Vendor No:			
		٥	Ω		Œ.	9		=	
Item No.	Description of Work	Schodulod Velice	Work	O		Total Complete			
			Frevious	Work in	Stored	and Stored to		Balance to	Retainage
			Applications	Place	Materials	Date	%	Finish	,
7	Detailing	447 250 00	447.050.00		(not in D or E)	(D+E+F)		(O-O)	•
2	Anchor Bolts and Embade	11,430.00	117,250.00		0.00	117,250.00	100%	00.0	0.00
3	Structural Steel	90,000.00	90,000.00		0.00	00'000'09	100%	00.0	0.00
4	Miscollanding	991,210.00	991,210.00	0.00	00.0	991,210.00	100%	00.0	000
·	CO # 4 Boom Boom	163,000.00	00.00	149,130.00	00.0	149,130.00	91%	13.870.00	000
2	CO # 1 Dearm Penetrations	20,740.00	20,740.00	00.0	0.00	20.740.00	100%	000	800
	PENDING CHANGE ORDERS	0.00	00'0	00.0	0.00	00 0	%0	00.0	0.00
	DECO RAIL	-7,687.00	00'0	-7,687.00	0.00	-7 687 00	100%	00.0	0.00
	BALCONY RAIL	-41,838.00	00'0	41,838.00	00.0	-41 838 00	100%	00.0	0.00
	ELEV. PIT LADDERS	400.00	00.0	400.00	00.0	400.00	100%	00.0	0.00
ļ	FIELD BOLTS	-7,524.00	00.0	-7.524.00	00 0	-7 524 00		0.00	0.00
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18		00 0	00.0	000	0.00	0.00	%0	0.00	0.00
19		00.0	00.0	0.00	0.00	0.00	%0	00.00	0.00
20		0.00	0.00	0.00	0.00	0.00	%0	00.0	0.00
31		0.00	0.00	00.0	0.00	0.00	%0	00.00	0.00
TOTAL			00.0	00.0	00.00	00.0	%0	00.00	0.00
10101		1,294,751.00	1,189,200.00	91,681.00	00.0	1,280,881.00	98.93%	13,870.00	0.00

EC_____ Sub: ____

"EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

TO:	ERICKSON Construction, L.L.C. 703 Maiden Choice Lane	DATE: April 15,	2009		
	Baltimore, MD 21228	PROJECT: 554-RB-2.1			
FROM:	Regional Construction Resources, Inc.	Job:			
rkowi.	Regional Construction Resources, Inc.	APPLICANT NO: PERIOD TO:	4/30/2009		•
1.	Original Contract Amount		\$1,331,460.00		
2.	Change Orders Issued to Date (Thru C	C.O. #)	\$36,709.00	INCL PENDE	NG CHANGE ORDERS
3.	Contract Sum to Date (Line 1	+ 2)	\$1,294,751.00		
4.	Total Complete and Stored to Date		\$1,280,881.00		
5.	Less Retainage (1	<u>0</u> %)	\$ 0.00		
6.	Total Earned to Date Retainage (Line	4-5)	\$1,280,881.00		
7.	Less Previous Requisitions		\$ -1,189,200.00		
8.	Payment Due this Period (Line 6-7)		\$ 91,681.00 I	NCL 3% SALE	S TAX
SURCON	TRACTORS ASSESSMENT OF THE				
	TRACTORS AFFIDAVIT & RELEASI				
4000.44110	rsigned Subcontractor certifies: (i) that the view with the Contract Documents; (ii) that it has which Erickson Construction has acid.	18S Daid its employees, sub-cor	ntractors and material	unnliam for all .	leted in
material fo	or which Erickson Construction has paid pre	evious requests for payment: (ii	ii) that the amount of this	invoice is due.	VOIR dilu
CONTRA	ACTOR: By:		.		
	(Officer, General Par	rtner, or Owner)	Date:	4/15/09	
	Sergio Luciani, Preside				
Note:	Payment will be made for only those co	sts which are included as part o	of the Original Contract		LC.L.
	Change Order has been issued by Ericks additional costs or pending extras.	son Construction L.L.C. Please	provide a list of any out	standing claims	for
	additional costs or pending extras.		TO BE COMPLETE	D RV PPO IFCT A	AANACED
NOTES:					LANAGER
			RETAINAGE RELEA	_	
			PROGRESS BILLING		
			RETAINAGE HELD	_	
			PROJECT NUMBER		54 PP 0 1
			COST CODE		54-RB-2.1
			APPROVED BY	48	3400-05-1000
				_	
	VAL PAYMENT COMPLETED YES NO		APPROVED DATE	-	
VARRANTY (COMPLETED YES NO		FOR ACCO	UNTING USE ONI	v
	CDELIVEREDYESNOYESNOYESNOYESNOYESNO			O COL ON	
	DERS COMPLETED YES NO		DATE RECEIVEDREVIEWED BY		

"EXHIBIT "E"

CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

STATE OF: TEXAS	Original Contract Amount:	\$\$1,331,460.00	
COUNTY OF: HARRIS	Approved Change Orders: Adjusted Contract Amount Complete to Date: Retention: Total Earned (Less Retention) Previous Payments:	\$ -\$36,709.00 \$ \$1,294,751.00 \$ \$1,280,881.00 \$ \$0.00 \$ \$1,280,881.00 \$ -\$1,189,200.00	INCL PENDING CHANGE ORDERS
	Current Payment: Contract Balance:	\$ \$91,681.00 \$ \$13,870.00	INCL. 3% SALES TAX
TO:	(Title Insurer) (Lender) (Owner) (Contractor)		
The UNDERSIGNED being duly sworn states the			
of Regional Construction Resources, Inc. (firm) v	who has a contract with Erickson Con	struction L.L.C.	
for furnishing Structural and Miscellaneous Steel ar	d Erection for the improvements bein	g erected on	
real estate known and identified as Wind Crest RB County, State of CO and owner			
The UNDERSIGNED for and in considerati DOLLARS (\$91,681.00) in payment of invoice or ap and other good and claims of right of lien on the afor or other consideration due or to become due on according furnished prior to	ementioned property and improvement of labor or services, materials, fix ention stated above. that the contract status set forth above tors, and suppliers employed by him he that none of such labors, subcontract edescribed real estate or the improve alphon request, the undersigned shall literat status in CTI form 5 2026. Contract status in CTI form 5 2026.	nts thereon, and on moniestures or apparatus heretof e is an accurate statementave been paid all sums protors or suppliers is or will thereon for labor or	s fore t and no reviously be materials
Signed this 15TH day of <u>APRIL 2009</u>	Regional Construction Contractor/Supplier/Su By: Sergio Luciani, Preside	ubcontractor)	.
signed and swom to before me this 15TH day of APR	IL 2009.		
My commission Expires: 6-16-2011	Stacy 4. Lewcun, I	Notary Public IIII	TACY A LEWISTARY A
Page 1 o		Notary Public	SA PORTEXAS SA POR

APPLICATION AND CERTIFICATION FOR PAYMENT

CONTRACTOR OF 1 PAGES ARCHITECT Distribution to: OWNER PAGE 1 9 4/30/09 CONTRACT DATE: APPLICATION No: AIA DOCUMENT G702 PROJECT No: PERIOD TO: Windcrest RB 2.1 VIA ARCHITECT: PROJECT: 5600 Northwest Central Drive, Ste. 100 Regional Construction Resources ERICKSON Construction, L.L.C. 703 Maiden Choice Lane Baltimore, MD 21228 Houston, TX 77092 CONTRACT FOR: Structural Steel FROM CONTRACTOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

		_	2
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•			

- 1,331,460.00 Net change by Change Orders......
- \$1,294,751.00 (\$36,709.00)4. TOTAL COMPLETED & STORED TO DATE.... 'n
 - (Column G on G703) 5. RETAINAGE:
- \$0.00 a. of Completed Work (Column D + E on G703)
 - b. of Stored Material...
 (Column F on G703)

Total Retainage (Lines 5a + 5b) or

\$0.00 6. TOTAL EARNED LESS RETAINAGE..... Total in Column I of G703).

\$1,280,881.00

- 7. LESS PREVIOUS CERTIFICATES FOR (Line 4 Less Line 5 Total)
- (\$1,189,200.00)8. CURRENT PAYMENT DUE INCLUDES 3%'SALES TAX...... PAYMENT (Line 6 from prior Certificate)
 - \$91,681.00 \$13,870.00 BALANCE TO FINISH, INCLUDING RETAINAGE....

(Line 3 less Line 6)

\$0.00 \$0.00 \$0.00 DEDUCTIONS \$0.00 \$0.00 \$0.00 \$0.00 ADDITIONS CHANGE ORDER SUMMARY NET CHANGES by Change Order in previous months by Owner Fotal approved this Month Total changes approved TOTALS

in accordance with the Contract Documents, that all amounts have been paid by the Contractor information and belief the Work covered by this Application for Payment has been completed for Work for which previous Certificates for Payment were issued and payments received The undersigned Contractor certifies that to the best of the Contractor's knowledge, from the Owner, and that current payment shown herein is now due.

15-Apr-09 HARRIS 15 day of Date: County of: Sergio Luciarli, President Subscribed and Avoratio l CONTRACTOR: State of: By:

ARCHITECT'S CERTIFICATE EOR

STACK STACK

6/16/2011

My Commission expire

Notary Public

APRIL

WAS SAB indicates the quality by Contractor in Intitled to Architect's knowledge, information and belief the Work has Bright 1968 indicates use quantities work is in accordance with the Contract Documents, and the Contractor is in accordance with the Contract Documents, and the Contractor is in accordance with the Contract Documents, and the Contractor is in accordance with the Contract Documents, and the Contractor is a contractor in the Contractor is a contractor in the Contractor in the Contractor is a contractor in the Contractor in the Contractor is a contractor in the Contractor i comprising the application, the Architect certifies to the Gwaday to the best of the Vork is in accordance.

AMOUNT CERTIFIED ..

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



INVOICE

March 23, 2009

Invoice No 755-5

Erickson Construction L.L.C 3330 W. County Line Rd Highlands Ranch, CO. 80129

Attn: Matthew Ostrowski

Re: Windcrest Highland Ranch RB 2.1

Net 30 Days

R.C.R.I. NO.4040

Description of items invoiced:

<i>1</i> .	Original Contract Sum	S	1,331,460.00
<i>2</i> .	Change Order #1	Š	0.00
<i>3</i> .	Contract Sum to Date	Š	1,331,460.00
<i>4</i> .	Total Completion to Date		1,189,200.00
<i>5</i> .	Less Previous Invoices	\$	727,910.00
<i>6</i> .	Current Amount Due Incl 3% Sales Tax	\$	461 289 20

	T	·
Current Amount Due This Invoice	\$	461,289.20

Balance to finish

\$ 163,000.00

THANK YOU FOR THIS NICE ORDER.

									Retainage			0.00						900						00.0	0.00		۲. م	3,0										
95	955								Balance to	Finish	(C-G)	00.0		0.00	163,000.00	00 0		00.0		0.00	0.0	0.00	0.00	0.00	0.00	00.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0	00.0	00 0	163 000 00
PAGE 1 OF 1 PAGES	5	3/23/2009	3/1/2009	3/31/2009						%		100%	100%	100%	%0						90		%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	87.95%
Ad	Application No:	Application Date:	Period From:	Period To:	Job No:	Vendor No:	g	Total Complete	and Stored to	Date	(U*E*F)	117,250.00	00'000'09	991,210.00	00.0	20,740.00	0.00	00:0	00 0	00.0	000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0	00.0	00.0	00.00	00.0	0.00	0.00	0.00	00:0	1,189,200.00
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								k Complete	Disco	₽	5		1	440,549.20	0.00	20,740.00	0.00	0.00	00.0	00.00	00.0	000		00.0	0.00	0.00	0.00	0.00	0.00	0.00	00.00	0.00	0.00	0.00	0.00	0.00	0.00	461,289.20
							2	Work	Applications	(D+E)	117 250 00	90.002, 78	550,650,60	330,000.00	0.00	0.00	0.00	0.00	0.00	00.00	00.0	0.00	00.0	00 0	00.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00:00	00.00	0.00	00.00	727,910.80
LUES	Resources, Inc.	Wind Crest RB 2.1 Highlands Ranch CO				(,	Scheduled Value			117,250,00	60,000,00	991 240 00	463 000 00	00.000,000	20,740.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	000	00.0	00.0	00:0	0.00	00.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,352,200.00
SUBCONTRACT SCHEDULE OF VALUES					•	В		Description of Work			Detailing	Anchor Bolts and Embeds	Structural Steel	Miscellaneous	CO # 1 Beam Penetrations																							
Subcontra		Project Name:				A		Item No.			1	2	3	4	5	9	7	8		ہ چ	2 7	= !	12	13	14	15	16	17	18	19	20	21	22	23	24	25	TOTAL	

"EXHIBIT "E"

CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

COUNTY OF: HARRIS Apple Control Contr	contract with Erickson Con	\$ \$1,331,460.00 \$ \$20,740.00 \$ \$1,352,200.00 \$ \$1,189,200.00 \$ \$0.00 \$ \$1,189,200.00 \$ -\$727,910.80 \$ \$461,289.20 \$ \$163,000.00	INCL. 3% SALES TA
for furnishing Structural and Miscellaneous Steel and Erection	n for the improvements bei	ng erected on	
real estate known and identified as Wind Crest RB 2.1 local	ted in Highlands Ranch	•	
0 - 1 0 4 4			
The UNDERSIGNED for and in consideration of the second and other good and claims of right of lien on the aforemention or other consideration due or to become due on account of late furnished prior to	ed property and improvement of invoice of ed property and improvement or or services, materials, fixed above. ontract status set forth above suppliers employed by him e of such labors, subcontrated real estate or the improvement, the undersigned shall as in CTI form 5 3006.	or application dated 3-23- ents thereon, and on moni- actures or apparatus hereto ve is an accurate statement have been paid all sums positions or suppliers is or will ements thereon for labor of	2009 es ofore nt and no oreviously be or materials
Signed this 23RD day of MARCH 2009 By:	Regional Construction Contractor/Supplier/Su	ubcontractor	CY A. LEWCOMM
signed and sworn to before me this 23RD day of MARCH 2009	Sergio Lucial(i, Preside	ent "iliginalisminis"	OTATE OF TELES
My commission Expires: 6-16-2011	Stacy A. Lewcun, N	Notary Public	EXPIRES
Page 1 of 1		, =::-	WWWithing the
	EC Su	np:	

Sub: Regional Construction Resources, Inc. Cost Code: 554-RB1.1 48400-05-1000

"EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT.

TO:	ERICKSON Construction, L.L.C. 703 Maiden Choice Lane	DATE: March 23	, 2009	
	Baltimore, MD 21228	PROJECT: 554-RB-2.1		
FROM:	Regional Construction Resources, Inc.	Job: APPLICANT NO:		
		PERIOD TO:	3/31/2009	
1.	Original Contract Amount		\$1,331,460.00	
2.	Change Orders Issued to Date (Thru C	C.O. #)	\$	
3.	Contract Sum to Date (Line 1	+ 2)	\$1,352,200.00	
4.	Total Complete and Stored to Date		\$1,189,200.00	
5.	Less Retainage (1	0_%)	\$0.00	
6.	Total Earned to Date Retainage (Line	4-5)	\$ 1,189,200.00	
7.	Less Previous Requisitions		\$	
8.	Payment Due this Period (Line 6-7)		\$ 461,289.20 INCL 3%	% SAI FS TAV
				USINEES TAX
	TRACTORS AFFIDAVIT & RELEASE raigned Subcontractor certifies: (i) that the vote with the Contract Documents: (ii) that it is			
CONTRA Note:	Officer, General Par Sergio Luciani, Preside Payment will be made for only those cos Change Order has been issued by Ericks additional costs or pending extras.	nt		or for which a g claims for
NOTES:	Parama ond ab.		TO BE COMPLETED BY PRO	OJECT MANAGER
WOILS.			RETAINAGE RELEASE	
			PROGRESS BILLING	
			RETAINAGE HELD	
			TOTAL AMOUNT DUE	
			PROJECT NUMBER	554-RB-2.1
			COST CODE	48400-05-1000
			APPROVED BY	10400-05-1000
FIN	AL PAYMENT		APPROVED DATE	
'UNCH LIST	COMPLETEDYESNO		•	
VARRANTY C	COMPLETEDYESNOYESNOYESNO		FOR ACCOUNTING O	USE ONLY
I&M (CLOSE)	OUT BOOK-DEL) YES NO DERS COMPLETED YES NO		DATE RECEIVED	

EC_____ Sub: ____

APPLICATION AND CERTIFICATION FOR PAYMENT TO OWNER: ERICKSON Construction, L.L.C. 703 Maiden Choice Lane Baltimore, MD 21228 PROJECT:	OR PAYMENT PROJECT: Windcrest RB 2.1	AIA DOCUMENT G702 APPLICATION No: 5	PAGE 1 OF 1 PAGES Distribution to: OWNER
Baltimore, MD 21228			OWNER
FROM CONTRACTOR: Regional Construction Resources	VIA ARCHITECT:	PERIOD TO: 3/23/09	CONTRACTOR
5600 Northwest Central Drive, Ste. 100 Houston, TX 77092 CONTRACT FOR: Structural Steel		PROJECT No:	
CONTRACTOR'S APPLICATION FOR PAYMENT	AYMENT	CONTRACT DATE:	
Application is made for payment, as shown below in connection with the Contract	Control		

ntinuation Sheet, AIA Document G703, is attached. Contract.

Total in Column I of G703)	a. of Completed Work	ORIGINAL CONTRACT SUM Net change by Change Orders CONTRACT SUM TO DATE (Line 1 ± 2) TOTAL COMPLETED & STORED TO DATE (Column G on G703) RETAINAGE:
\$0.00 \$1,189,200.00 (\$727,910.80) \$461,289.20 \$163,000.00		1,331,460.00 \$20,740.00 \$1,352,200.00 1,189,200.00

i Jens of the Owled Of Conflictor and			
Contractor named herein. Issuance, payment and accep		\$0.00	NET CHANGES by Change Order
The AMOUNT CET	Φ0.00		
This Carlot	00.03	\$0.00	IUIALS
Rv.	\$0.00	\$0.00	Total approved this Month
APPlication and on the Continuation Sheet that are ch	\$0.00	\$0.00	in previous months by Owner
Ambient explanation if amount certified differs from the		- 1	l otal changes approved
(Attach explanation if	DEDUCTIONS	ADDITIONS	CHANGE ORDER SUMMARY
AMOUNT CERTIFIED			((

9

from the Owner, and that current payment shown herein is now due. for Work for which previous Certificates for Payment were issued and payments received in accordance with the Contract Documents, that all amounts have been paid by the Contractor information and belief the Work covered by this Application for Payment has been completed The undersigned Contractor certifies that to the best of the Contractor's knowledge,

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

tractor named herein. Issuance, payment and acceptance of payment are without idice to any rights of the Owner or Contractor under this Contract. Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Date:

:

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March Moley

		1 OF 1 PAGES	2/19/2009	1/1/2009	2/28/2009			- I	-	Balance to Retainage		(O.S.)	100%		292.414.00	163 000 00	00.000,000		0.00			0.00		0.09	0.00		0:00	0.00	0.00	0.00	0.00	0.00	0.0		90 0	90.5			0.00	
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SUBCONTRACT SCHEDULE OF VALUES	Subcontractor: Regional Construction Resources		dille: Wind Crest RB 2.1 Highlands Ranch			8		Description of Work			Detailing	Anchor Boits and Embeds	Structural Steel	Miscellaneous		は一十年に	7																					1 40		
SUB	Subcont	Project No.				٧		Item No.			_	2	3	4	5	9	_	8	6	100			1	2 3	1	0.0		- 0	2 0	2 2	1	32	156	3 3	**	:5	OTAL	عرا	3.5	



INVOICE

February 20, 2009

Invoice No 755-4REV

Erickson Construction L.L.C 3330 W. County Line Rd Highlands Ranch, CO. 80129

Attn: Matthew Ostrowski

Re: Windcrest Highland Ranch RB 2.1

Net 30 Days

R.C.R.I. NO.

Description of items invoiced:

<i>1</i> .	Original Contract Sum	\$	1,331,460.00
<i>2</i> .	Change Order #1	Š	0.00
<i>3</i> .	Contract Sum to Date	Š	1,331,460.00
<i>4</i> .	Total Completion to Date	\$	727,910.80
<i>5</i> .	Less Previous Invoices	\$	464,701.00
<i>6</i> .	Current Amount Due Incl 3% Sales Tax	\$	263,209,80

Current Amount Due This Invoice	\$ 263,209.80

Balance to finish

\$ 603,549.20

THANK YOU FOR THIS NICE ORDER.

"EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

TO:	ERICKSON Construction, L.L.C.	DATE: February 19,	2009	
	703 Maiden Choice Lane Baltimore, MD 21228	PROJECT: 554-RB-2.1		
FROM:	Regional Construction Resources, Inc.	Job:		
TROM.	regional construction resources, me.	APPLICANT NO: PERIOD TO:	2/28/2009	
1.	Original Contract Amount		\$1,331,460.00	•
2.	Change Orders Issued to Date (Thru C	.0.#)	\$0.00	
3.	Contract Sum to Date (Line 1	+ 2)	\$ 1,331,460.00	
4.	Total Complete and Stored to Date		\$ 727,910.80	
5.	Less Retainage (10	<u>)</u> %)	\$0.00	
6.	Total Earned to Date Retainage (Line	4-5)	\$727,910.80	
7.	Less Previous Requisitions		\$464,701.00	
8.	Payment Due this Period (Line 6-7)		\$263,209.80 INCL 3%	SALES TAX
arm co.				
	VTRACTORS AFFIDAVIT & RELEASI			
accordant	rsigned Subcontractor certifies: (i) that the roce with the Contract Documents; (ii) that it if	work for which this payment re	quest is being submitted has been privactors, and material supplier	en completed in
material fo	or which Erickson Construction has paid pre	evious requests for payment: (i	iii) that the amount of this invoice	s for all work and s is due.
CONTR	ACTOR: By:		_	
CONTIG	(Officer, General Pa	rtner, or Owner)	Date: 2/	/19/09
	Sergio Luciani, Preside			
Note:	Payment will be made for only those co	ete which are included as and	-54-0::10	
	Payment will be made for only those co. Change Order has been issued by Ericks	son Construction L.L.C. Please	of the Original Contract amount of the provide a list of any outstanding	or for which a g claims for
	additional costs or pending extras.		TO BE COMPLETED BY PRO	
NOTES:			1	UJECI MANAGER
			RETAINAGE RELEASE	
			PROGRESS BILLING	
			RETAINAGE HELD	
			TOTAL AMOUNT DUE	
			PROJECT NUMBER	554-RB-2.1
		•	COST CODE	48400-05-1000
			APPROVED BY	
	NAL PAYMENT		APPROVED DATE	
	COMPLETEDYESNOYESNO		FOR ACCOUNTING	LISE ONLY
	K DELIVEREDYESNO	•	TORACCOUNTING	OSE ONL I
	DERS COMPLETED YES NO		DATE RECEIVED	
			EC	Sub:

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9.5	0.00	0%	0.00	0.00	0.00	0.00	0.00		23
	0.00	0%	0.00	0.00	0.00	0.00	0.00		22
	0.00	0%	0.00	0.00	0.00	0.00	0.00		21
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0	103,00	0%		0 00		0.00	0.00		2
	Τ.	20%		0.00		0.00	163,000.00	Miscellaneous	n d
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		100%		0.00	0.00	60,000.00	60,000.00	Structural Stool	
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Retainag	Finish	%	Date	Materials		Applications			
]		-	and Stored to	Stored	Work in	Previous	Scheduled Value	Description of Work	TOTAL NO.
-			Total Complete		Work Complete	Wo			itom No
			G	П	П	5	,		
			Vendor No:			,		В	A
			Job No:						
		2/28/2009	Period To:						
		1/1/2009	Period From:						•
		2/19/2009	Application Date:				Wind Crest RB 2.1 Highlands Ranch CO		Project Name:
		4rev	Application No:					1	
	\GES	PAGE 1 OF 1 PAGES					Resources, inc	actor: Regional Construction Resources, Inc.	Subcontractor:
							\LUES	SUBCONTRACT SCHEDULE OF VALUES	SUBC

"EXHIBIT "E"

CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

TO:	Original Contract Amount: Approved Change Orders: Adjusted Contract Amount Complete to Date: Retention: Total Earned (Less Retention) Previous Payments: Current Payment: Contract Balance: (Title Insurer) (Lender) (Owner)	\$ \$1,331,460.00 \$ \$0.00 \$ \$1,331,460.00 \$ \$727,910.80 \$ \$0.00 \$ \$727,910.80 \$ -\$464,701.00 \$ \$263,209.80 \$ \$603,549.20	INCL. 3% SALES TAX
	(Contractor)		
The UNDERSIGNED being duly sworn states that he of Regional Construction Resources, Inc. (firm) who has for furnishing Structural and Miscellaneous Steel and Ere real estate known and identified as Wind Crest RB 2.1	as a contract with <u>Erickson Co</u> ection for the improvements bei	nstruction L.L.C.	
0 1 0 1 1	ocated in Highlands Ranch		
The UNDERSIGNED for and in consideration of the HUNDRED NINE AND EIGHTY CENTS (\$263,209.80.00) and other good and claims of right of lien on the aforement or other consideration due or to become due on account of furnished prior to The UNDERSIGNED, respectfully warrants that the other sums are claimed, that all laborers, subcontractors, and ue and all current sums due out of this payment and that entitled to claim or assert any claim against the above description of the undersigned. (Upon it subcontractors, and suppliers, with contract and payments affidavit, attach same hereto and upon request furnish waits.)	In payment of invoice or applicationed property and improvement flabor or services, materials, find stated above. The contract status set forth abound suppliers employed by himmone of such labors, subcontractibed real estate or the improvements, the undersigned shall status in CTI form 5,3026. Contractions of the contraction of the c	cation dated 2-19-2008 ents thereon, and on moni ixtures or apparatus hereto eve is an accurate stateme have been paid all sums pactors or suppliers is or will evements thereon for labor	es ofore nt and no previously I be or materials
Signed this 19 th day of FEBRUARY 2009	Regional Construction Contractor/Supplier/Suppli	n Resources, Inc. ubcontractor	
Ву	r: Sergio Luciani, Presid	ent	
signed and sworn to before me this 19th day of FEBRUAR	Y 2009 <u>.</u>		
My commission Expires: 6-16-2011	Stacy A. Lewcun,	Notary Public	
Page 1 of 1	•	•	
	EC S	ub:	

APPLICATION AND CERTIFICATION FOR PAYMENT TO OWNER: ERICKSON Construction, L.L.C.

1 PAGES

PAGE 1 OF

AIA DOCUMENT G702

CONTRACTOR ARCHITECT (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.) Distribution to: in accordance with the Contract Documents, that all amounts have been paid by the Contractor OWNER Architect's knowledge, information and belief the Work has progressed as indicated, the quality information and belief the Work covered by this Application for Payment has been completed of the Work is in accordance with the Contract Documents, and the Contractor is entitled to for Work for which previous Certificates for Payment were issued and payments received In accordance with the Contract Documents, based on on-site observations and the data The undersigned Contractor certifies that to the best of the Contractor's knowledge, comprising the application, the Architect certifies to the Owner that to the best of the This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the ARCHITECT'S CERTIFICATE FOR PAYMENT 19-Feb-09 February HARRIS 4REV from the Owner, and that current payment shown herein is now due. PERIOD TO: 2/19/09 19 day of CONTRACT DATE: Date: County of: APPLICATION No: PROJECT No: 6/16/2011 payment of the AMOUNT CERTIFIED. Subscribed and sworn to before me this By: Sergio Luciani, President TE AMOUNT CERTIFIED My Commission expires: Windcrest RB 2.1 CONTRACTOR: Notary Public: ARCHITECT: VIA ARCHITECT: 1,331,460.00 727,910.80 \$1,331,460.00 \$0.00 \$727,910.80 (\$464,701.00) \$263,209.80 \$603,549.20 \$0.00 \$0.00 **2**0.00 DEDUCTIONS CONTRACTOR'S APPLICATION FOR PAYMENT PROJECT: Application is made for payment, as shown below, in connection with the Contract. TOTAL EARNED LESS RETAINAGE..... Net change by Change Orders CURRENT PAYMENT DUE INCLUDES 3% SALES TAX..... ORIGINAL CONTRACT SUM TOTAL COMPLETED & STORED TO DATE \$0.00 \$0.00 \$0.00 \$0.00 BALANCE TO FINISH, INCLUDING RETAINAGE..... ADDITIONS 5600 Northwest Central Drive, Ste. 100 Regional Construction Resources Continuation Sheet, AIA Document G703, is attached. Total in Column I of G703)...... PAYMENT (Line 6 from prior Certificate) . . 703 Maiden Choice Lane LESS PREVIOUS CERTIFICATES FOR Baltimore, MD 21228 Houston, TX 77092 Total Retainage (Lines 5a + 5b) or of Completed Work . . . CHANGE ORDER SUMMARY CONTRACT FOR: Structural Steel Column D + E on G703) of Stored Material. (Line 4 Less Line 5 Total) b. Ot onc. (Column F on G703) in previous months by Owner (Line 3 less Line 6) Total approved this Month FROM CONTRACTOR: (Column G on G703) Fotal changes approved RETAINAGE:

\$0.00

NET CHANGES by Change Order

Contractor named herein. Issuance, payment and acceptance of payment are without

prejudice to any rights of the Owner or Contractor under this Contract.



INVOICE

December 19, 2008

Invoice No 755-3REV

Erickson Construction L.L.C 3330 W. County Line Rd Highlands Ranch, CO. 80129

Attn: Matthew Ostrowski

Re: Windcrest Highland Ranch RB 2.1

Net 30 Days

R.C.R.I. NO.

Description of items invoiced:

<i>1</i> .	Original Contract Sum	\$ 1,331,460.00
<i>2</i> .	Change Order #1	\$ 0.00
<i>3</i> .	Contract Sum to Date	\$ 1,331,460.00
<i>4</i> .	Total Completion to Date	\$ 464,701.00
<i>5</i> .	Less Previous Invoices	\$ 177,250.00
<i>6</i> .	Current Amount Due Incl 3% Sales Tax	\$ 287,451.00

 	1 _	
Current Amount Due This Invoice	1 4	<i>287.451.00</i>
Current 21 mount Due 1 ms 1 mvoice	ΙΦ	207, 4 31.00

Balance to finish

\$ 866,759.00

THANK YOU FOR THIS NICE ORDER.

SUB(SUBCONTRACT SCHEDULE OF VALUES	UES							
Subcontr	actor . Regional Construction	00000				PAGE	7	PAGES	,
		resources, inc.				Application No:	3REV		
Project Name.						Application Date:	12/19/2008		
1 120/01 -		Willia Crest RB 2.1 Highlands Kanch CO				Period From:	12/1/2008		
						Period To:	12/30/2008		
						Job No:			
	c					Vendor No:			
	a	ပ	۵		Ŀ	၅		Ŧ	-
1			Work	s Complete		Total Complete			
Item No.	Description of Work	Scheduled Value	Previous	Work in	Stored	and Stored to		Balance to	Retainage
			Applications		Materials	Date	%	Finish	-
	:		(D+E)	this Period	(not in D or E)	(D+E+F)		(၁)	
- 6	Detailing	117,250.00	117,250.00	00.00	00.00	117,250.00	100%	00.0	0.00
7	Anchor Bolts and Embeds	60,000.00	60,000.00	00.0	00.00	00'000'09	100%	0.00	0.00
ر ا	Structural Steel	991,210.00	0.00	287,451.00	00.0	287,451.00	78%	703,759.00	28,745.10
4	Miscellaneous	163,000.00	00.0	00.00	00.0	00.0		163,000.00	0.00
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24		0.00	00.0	00.0	00.0	00.0		00.0	0.00
22		0.00	00.0	0.00	00'0	00.00		00.0	0.00
23		0.00	00.00	0.00	00.00	00.00	%0	00.0	0.00
24		00.0	00.00	00'0	00.00	00.00	%0	00:0	0.00
25		0.00	00.00	00.00	00.00	00.00	%0	00.0	00.00
TOTAL		1,331,460.00	177,250.00	287,451.00	00.0	464,701.00	34.90%	866,759.00	28,745.10

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	NET CHANGES by Change Order	TOTALS	roved this Month	I otal changes approved in previous months by Owner	CHANGE ORDER SUMMARY ADDITIONS	(Line 3 less Line 6)	9. BALANCE TO FINISH, INCLUDING RETAINAGE	PAYMENT (Line 6 from prior Certificate)	7. LESS PREVIOUS CERTIFICATES FOR	6. TOTAL EARNED LESS RETAINAGE	Total in Column Lagraga	(Column F on G703) Total Retainage (Lines 5a + 5b) or	b of Stored Material	a. of Completed Work	5. RETAINAGE:		3. CONTRACT SUM TO DATE (Line 1 ± 2)	2. Net change by Change Orders	1 ORIGINAL CONTRACT SUM	•	Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703. is attached.	CONTRACTOR'S APPLICATION FOR PAYMENT	CONTRACT FOR: Structural Steel	Houston, TX 77092	5600 Northwest Central Drive, Ste. 100	Regional Construction Resources	EROM CONTRACTOR:	Baltimore, MD 21228	TO OWNER: ERICKSON Construction, L.L.C.	ł
				\$0.00	IS DEDUCTIONS		\$287,451.00 \$866,759.00			\$464,701.00				\$0.00		+0+,/01.00	\$1,3	\$0.00	1 331 460 00		th the Contract.	RPAYMENT				VIA ARCHITECT		INCIBCI.	nn Oir Cr.	
a so the second of Contractor and Co	Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract	Certificate is not negotiable		Application and on the Continuation Sheet that are changed to conform to the amount certified.)	(Attach explanation if amount certified differs from the amount applied. Initial all froures on this	AMOUNT CERTIFIED\$	payment of the AMOUNT CERTIFIED.	of the Work is in accordance with the Contract Documents, and the Contractor is entitled to	comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief the Work has proposed as it is the second of the Architect's knowledge.	In accordance with the Contract Documents, based on the life place Vations and the data	OTTO CONTROL OF CONTRO	n expires: 6/16/20	Notary Public: 2008	Name As Assessed in the Control of t	Sergio Luciani, Plesident		CONTRACTOR:	from the Owner, and that current payment shown herein is now due.	for Work for which previous Certificates for Payment were issued and payments received	in accordance with the Contract Documents, that all amounts have been paid by the Contractor	The undersigned Contractor certifies that to the best of the Contractor's knowledge,		CONTRACT DATE:		PROJECT No:		PERIOD TO: 12/30/08	Windcrest RB 2.1 OWNER	Distribution to	PAGE 1 OF 1 PAGES

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"EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

10:	ERICKSON Construction, L.L.C. 703 Maiden Choice Lane Baltimore, MD 21228	DATE: December 19 PROJECT: 554-RB-2.1	9, 2008	
FROM:	Regional Construction Resources, Inc.	Job: APPLICANT NO: PERIOD TO:	3REV 12/30/2008	
1.	Original Contract Amount		\$ 1,331,460.00	
2.	Change Orders Issued to Date (Thru C	C.O. #)	\$ 0.00	
3.	Contract Sum to Date (Line 1	+2)	\$1,331,460.00	
4.	Total Complete and Stored to Date		\$ 464,701.00	
5.	Less Retainage (1	0 %)	\$ 0.00	
6.	Total Earned to Date Retainage (Line	– ′	\$464,701.00	
7.	Less Previous Requisitions	,		
8.	Payment Due this Period (Line 6-7)			OAT TO THE
	- Lymbol 2 to and 1 office (Eme 6-7)		\$ 287,451.00 INCL 3%	SALES TAX
Note:	Officer, General Pa Sergio Luciani, Preside Payment will be made for only those co Change Order has been issued by Erick additional costs or pending extras.	ent sts which are included as part	of the Original Contract amount o	r for which a claims for
NOTES:	,		TO BE COMPLETED BY PRO	DJECT MANAGER
NOTES:			RETAINAGE RELEASE	
			PROGRESS BILLING	
			RETAINAGE HELD	
			TOTAL AMOUNT DUE	
			PROJECT NUMBER	554-RB-2.1
			COST CODE	48400-05-1000
			APPROVED BY	
			APPROVED DATE	
PUNCH LIST WARRANTY ATTIC STOC Q&M (CLOSE	NAL PAYMENT COMPLETED _YES _NO COMPLETED _YES _NO K DELIVERED _YES _NO EOUT BOOK-DEL) _YES _NO DERS COMPLETED _YES _NO		FOR ACCOUNTING O	USE ONLY
	DERS COMPLETEDYES _NO		REVIEWED BY	

EC_____ Sub: ___

"EXHIBIT "E"

CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

TO:	Original Contract Amount: Approved Change Orders: Adjusted Contract Amount Complete to Date: Retention: Total Eamed (Less Retention) Previous Payments: Current Payment: Contract Balance: (Title Insurer) (Lender) (Owner)	\$ \$1,331,460.00 \$ \$0.00 \$ \$1,331,460.00 \$ \$464,701.00 \$ \$0.00 \$ \$464,701.00 \$ \$-\$177,250.00 \$ \$287,451.00 \$ \$866,759.00	INCL. 3% SALES TAX
The UNDERSIGNED being duly swom states that he	(Contractor)		
of Regional Construction Resources, Inc. (firm) who have			
for furnishing Structural and Miscellaneous Steel and Er		eing erected on	
real estate known and identified as Wind Crest RB 2.1			
County, State of COand owned by _			
The UNDERSIGNED for and in consideration of HUNDRED FIFTY ONE DOLLARS(\$287,451.00) in payr and other good and claims of right of lien on the aforement or other consideration due or to become due on account furnished prior to	ment of invoice or application on tioned property and improven of labor or services, materials, in stated above. The contract status set forth about and suppliers employed by him to none of such labors, subcontractive request, the undersigned shall status in CTI form 5-3926. Contraction of the contractive request, the status in CTI form 5-3926.	dated 12-19-2008 nents thereon, and on mon fixtures or apparatus here ove is an accurate statement n have been paid all sums ractors or suppliers is or with	ent and no previously ill be or materials
Signed this 19 th day of <u>DECEMBER 2008</u>	Regional Construction Contractor/Supplier/S	on Resources, Inc.	- 1
_	Sergio Luciani, Presi	dent	-
signed and sworn to before me this 19th day of DECEMB	- // //	WALENCE WALENCE WALENCE	Minimum IN ic···
My commission Expires: 6-16-2011	Stacy A. Lewcun	Notary Public STATE	The second secon
Page 1 of 1		STATE	
	EC	Sub:	Milling.



INVOICE

November 7, 2008

Invoice No 755-2

Erickson Construction L.L.C 3330 W. County Line Rd Highlands Ranch, CO. 80129

Attn: Matthew Ostrowski

Re: Windcrest Highland Ranch RB 2.1

Net 30 Days

R.C.R.I. NO. 3977

Description of items invoiced:

Original Contract Sum	\$	1,331,460.00
Change Order #1	\$	0.00
Contract Sum to Date	S	1,331,460.00
Total Completion to Date	\$	177,250.00
Less Previous Invoices	\$	153,917.00
Current Amount Due Incl 3% Sales Tax	\$	23,333.00
Current Amount Due This Invoice	\$	23,333.00

THANK YOU FOR THIS NICE ORDER.

000	1,154,210.00	13.31%	177,250.00	0.00	23,333.00	100,118,001	1,001,400.00		
0.00	0.00	0%	0.00	0.00	0.00	452 047 00	1 331 460 00		TOTAL
0.00	0.00	0%	0.00	0.00	0.00	0 00	0.00		25
0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00		24
0.00	0.00	0%	0.00	0.00	00.0	0.00	0.00		23
0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00		22
0.00	0.00	20%	00.0	0.00	0.00	0.00	0.00		-
0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00		2 2
0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00		00
0 00	00.00	0%	0.00	0.00	0.00	0.00	0.00		10
0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00		18
0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00		17
0.00	0.00	0%	0.00	0.00	00.00	0.00	0.00		16
0.00	0.00	0%	0.00	0.00	000	0.00	0.00		15
0.00	0.00	0%	0.00	0.00	000	0.00	0.00		14
0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00		13
0.00	0.00	00/6	0.00	0.00	0.00	0.00	0.00		12
0.00	0.00	70O	0.00	0.00	0.00	0.00	0.00		3
0.00	00.0	0%	0.00	0.00	0.00	0.00	0.00		11
0 00	0.00	%0	0.00	0.00	0.00	0.00	0.00		10
0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00		9
0.0	0.00	0%	0.00	0.00		0.00	0.00		8
0.0	0.00	0%	0.00			0.00	0.00		7
0.00		0%	0.00			0.00	0.00		6
0.0	163,00	0%	0.00			0.00	0.00		5
0.0		0%	0.00			0.00	163,000.00	Miscellaneous	4
0.0	Т	100%	0.00			0.00	991,210.00	Structural Steel	3
0.0		100%	50,000,00			60,000.00	60,000.00	Anchor Bolts and Embeds	
	(6-7)	100%	117 250 00	0.00		93,917.00	117,250.00	Detailing	
	Finish	%	(D+E+E)	(not in D or E)	this Period	(D+E)			
Retainage	Balance to	?	and Stored to	Stored	Place	Applications			
			Total Complete	<u> </u>	ıς	Providence	Scheduled Value	Description of Work	Item No.
-	I		G	-		1			
			Vendor No:			5	0	8	Α
			Job No:						
		11/30/2008	Period To:						
		1/1/2008	Period From:						,
		10/7/2008	Application Date:				Wind Crest RB 2.1 Highlands Ranch CO		Project Name:
		2	Application No:				Resources, Inc.	Subcollitacior: Regional Construction Resources, Inc.	oubcoin.
	GES	PAGE 1 OF 1 PAGES	PAC				יון	stor: Bosional Construction	Sincontr
							l IIF9	SUBCONTRACT SCHEDULE OF VALUES	SUBO

"EXHIBIT D"APPLICATION AND CERTIFICATE FOR PAYMENT

TO:	ERICKSON Construction, L.L.C. 703 Maiden Choice Lane	DATE: October 7	, 2008	
	Baltimore, MD 21228	PROJECT: 554-RB-2.1		
FROM:	Regional Construction Resources, Inc.	Job: APPLICANT NO:		
	regional communication resources, me.	PERIOD TO:	11/30/2008	
1.	Original Contract Amount		\$ 1,331,460.00	
2.	Change Orders Issued to Date (Thru C	C.O. #)	\$0.00	
3.	Contract Sum to Date (Line 1	+ 2)	\$ 1,331,460.00	
4.	Total Complete and Stored to Date		\$ 177,250.00	
5.	Less Retainage (1	<u>0</u> %)	\$0.00	
6.	Total Earned to Date Retainage (Line	e 4-5)	\$177,250.00	
7.	Less Previous Requisitions		\$153,917.00	
8.	Payment Due this Period (Line 6-7)		\$3333.00 INCL 3%	SALES TAX
SUPPOS				
	TRACTORS AFFIDAVIT & RELEAS. rsigned Subcontractor certifies: (i) that the			
CONTRA	ACTOR: By: (Officer, General Pa Sergio Luciani, Preside		Date:11.	/7/08
Note:	Payment will be made for only those co Change Order has been issued by Erick additional costs or pending extras.	sts which are included as part son Construction L.L.C. Please	of the Original Contract amount of the Original Contract amoun	r for which a claims for
NOTES:			TO BE COMPLETED BY PRO	JECT MANAGER
			RETAINAGE RELEASE	
			PROGRESS BILLING	
			RETAINAGE HELD	
			TOTAL AMOUNT DUE	
			PROJECT NUMBER	554-RB-2.1
			COST CODE	48400-05-1000
			APPROVED BY	
FI	NAL PAYMENT		APPROVED DATE	
PUNCH LIST WARRANTY	COMPLETEDYES _NO			
ATTIC STOCK	K DELIVEREDYESNO		FOR ACCOUNTING L	USE ONLY
	OUT BOOK-DEL) DERS COMPLETED YESNOYESNOYESNO		DATE RECEIVED	
			REVIEWED BY	

EC_____ Sub: ____

"EXHIBIT "E"

CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

TO:	Original Contract Amount: Approved Change Orders: Adjusted Contract Amount Complete to Date: Retention: Total Eamed (Less Retention) Previous Payments: Current Payment: Contract Balance: (Title Insurer) (Lender) (Owner) (Contractor)	\$ \$1,331,460.00 \$ \$0.00 \$ \$1,331,460.00 \$ \$177,250.00 \$ \$0.00 \$ \$177,250.00 \$ -\$153,917.00 \$ \$23,333.00 \$ \$1,154,210.00	INCL. 3% SALES TAX
The UNDERSIGNED being duly sworn states that of Regional Construction Resources, Inc. (firm) where the construction Resources is a second of the construction Resources.	no has a contract with Erickson Co		
for furnishing Structural and Miscellaneous Steel and real estate known and identified as Wind Crest RB 2 County, State of CO and owned to			
The UNDERSIGNED for and in consideration HUNDRED THIRTY THREE DOLLARS(\$23,333.00) and other good and claims of right of lien on the afore or other consideration due or to become due on according furnished prior to	n of the sum of TWENTY THREE in payment of invoice or application mentioned property and improvement of labor or services, materials, function stated above. That the contract status set forth aboves, and suppliers employed by him that none of such labors, subcontrated described real estate or the improvement of the improvement of the improvement of the improvement status in CTI form 5-3926. Contract of the improvement status in CTI form 5-3926.	THOUSAND THREE In dated 11-7-2008 In dated 11-7-200	ent and no previously ill be or materials
Signed this 7 th day of NOVEMBER 2008	Regional Construction Contractor/Supplier/S By: Sergio Lucialii, Presid	ubcontractor	-
igned and sworn to before me this 7th day of NOVEN	MBER 2008.) _a ,	WAY A. LEWOW.
fly commission Expires: 6-16-2011 Page 1 of		Notary Public	SAPE OF TELES. STATE OF TELES.

NET CHANGES by Change Order

\$0.00

Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the

\$0.00 \$0.00

\$0.00 \$0.00

ARCHITECT:

\$0.00

Total approved this Month
TOTALS in previous months by Owner Total changes approved



INVOICE

October 16, 2008

Invoice No 755-1

Erickson Construction L.L.C 3330 W. County Line Rd Highlands Ranch, CO. 80129

Attn: Matthew Ostrowski

Re: Windcrest Highland Ranch RB 2.1

Net 30 Days

R.C.R.I. NO. 39

Description of items invoiced:

1.	Original Contract Sum	\$ 1,331,460.00
<i>2</i> .	Change Order #1	\$ 0.00
<i>3</i> .	Contract Sum to Date	\$ 1,331,460.00
<i>4</i> .	Total Completion to Date	\$ 153,917.00
<i>5</i> .	Less Previous Invoices	\$ 0.00
<i>6</i> .	Current Amount Due Incl 3% Sales Tax	\$ 153,917.00

Current Amount Due This Invoice	\$	153,917.00
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Balance to finish

\$ 1,177,543.00

THANK YOU FOR THIS NICE ORDER.

TOTAL 19 ᄚ 6 15 Item No. Project Name: Subcontractor: Regional Construction Resources, Inc. SUBCONTRACT SCHEDULE OF VALUES Miscellaneous Structural Steel Anchor Bolts and Embeds Detailing **Description of Work** Wind Crest RB 2.1 Highlands Ranch CO œ Scheduled Value 1,331,460.00 991,210.00 163,000.00 117,250.00 60,000.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 **Applications** Previous (D+E) O 0.00 Work Complete 153,917.00 this Period Place 60,000.00 Work in 93,917.00 0.00 (not in D or E) **Materials** Stored 0.00 **Vendor No:** Period To: Period From: **Application No:** Application Date: Job No: and Stored to Total Complete (D+E+F) ଦ 153,917.00 60,000.00 93,917.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 PAGE 1 OF 1 PAGES 9/1/2008 10/16/2008 10/25/2008 11.56% % 100% 1,177,543.00 Balance to 991,210.00 Finish 163,000.00 (C-G) 23,333.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 Retainage 0.0 0.0 0.0 0.0

"EXHIBIT "E"

CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

TO:	Original Contract Amount: Approved Change Orders: Adjusted Contract Amount Complete to Date: Retention: Total Eamed (Less Retention) Previous Payments: Current Payment: Contract Balance: (Title Insurer) (Lender) (Owner)	\$ \$1,331,460.00 \$ \$0.00 \$ \$1,331,460.00 \$ \$153,917.00 \$ \$0.00 \$ \$153,917.00 \$ \$0.00 \$ \$153,917.00 \$ \$1,177,543.00	INCL 3% SALES TAX
The UNDERSIGNED being duly sworn states that of Regional Construction Resources, Inc. (firm) where the for furnishing Structural and Miscellaneous Steel and real estate known and identified as Wind Crest RB.	ho has a contract with <u>Erickson C</u>	eing erected on	
	n of the sum of ONE HUNDRED payment of invoice or application ementioned property and improve unt of labor or services, materials intion stated above. That the contract status set forth at cors, and suppliers employed by his that none of such labors, subconsidescribed real estate or the impropor request, the undersigned shall the status in CTI form F-3926.	FIFTY THREE THOUSAND In dated 10-16-2008 Iments thereon, and on mon I, fixtures or apparatus heret I cove is an accurate statement I m have been paid all sums I tractors or suppliers is or with overents thereon for labor	ent and no previously Il be or materials
Signed this 16 th day of OCTOBER 2008	Regional Constructi Contractor/Supplier/ By: Sergio Luciani, Pres	Subcontractor	MINIMUM SY A LEWON
signed and sworn to before me this 16th day of OCTO My commission Expires: 6-16-2011 Page 1 of	Stacy A. Lewcur	n, Notary Public IIIIIIIII	OF TEXAS
	EC	Sub:	mmum.

EC_____ Sub: ____

"EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

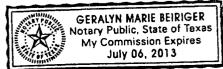
	703 Maiden Choice Lane	DATE: October 16		
	Baltimore, MD 21228	PROJECT: 554-RB-2.1		
FROM:	Regional Construction Resources, Inc.	Job: APPLICANT NO:	1	
		PERIOD TO:	10/25/2008	
1.	Original Contract Amount		\$ 1,331,460.00	
2.	Change Orders Issued to Date (Thru	C.O.#)	\$0.00	
3.	Contract Sum to Date (Line 1	+ 2)	\$1,331,460.00	
4.	Total Complete and Stored to Date		\$153,917.00	
5.	Less Retainage (<u>0</u> %)	\$0.00	
6.	Total Earned to Date Retainage (Lin	e 4-5)	\$ 153,917.00 INCL 3	% SALES TAX
7.	Less Previous Requisitions		\$ 0.00	
8.	Payment Due this Period (Line 6-7)	1	\$153,917.00	
	ACTOR: By:	evious requests for payment:)/16/08
	ACTOR: By: (Officer, General Pasergio Luciani, President Payment will be made for only those concluded Change Order has been issued by Erick	urtner, or Owner) ent	Date:10	07 for which a
CONTRA	ACTOR: By: (Officer, General Pa	urtner, or Owner) ent	Date: 10 of the Original Contract amount e provide a list of any outstandin	or for which a
CONTRA	ACTOR: By: (Officer, General Pasergio Luciani, President Payment will be made for only those concluded Change Order has been issued by Erick	urtner, or Owner) ent	Date: 10 of the Original Contract amount e provide a list of any outstandin TO BE COMPLETED BY PR	or for which a
CONTRA	ACTOR: By: (Officer, General Pasergio Luciani, President Payment will be made for only those concluded Change Order has been issued by Erick	urtner, or Owner) ent	Date: 10 of the Original Contract amount e provide a list of any outstandin TO BE COMPLETED BY PRETAINAGE RELEASE	or for which a
CONTRA	ACTOR: By: (Officer, General Pasergio Luciani, President Payment will be made for only those concluded Change Order has been issued by Erick	urtner, or Owner) ent	Date: 10 of the Original Contract amount e provide a list of any outstandin TO BE COMPLETED BY PR	or for which a
ONTRA	ACTOR: By: (Officer, General Pasergio Luciani, President Payment will be made for only those concluded Change Order has been issued by Erick	urtner, or Owner) ent	Date: 10 of the Original Contract amount e provide a list of any outstandin TO BE COMPLETED BY PERETAINAGE RELEASE PROGRESS BILLING RETAINAGE HELD	or for which a
ONTRA	ACTOR: By: (Officer, General Pasergio Luciani, President Payment will be made for only those concluded Change Order has been issued by Erick	urtner, or Owner) ent	Date: 10 of the Original Contract amount e provide a list of any outstandin TO BE COMPLETED BY PR RETAINAGE RELEASE PROGRESS BILLING	or for which a g claims for ROJECT MANAGER
CONTRA	ACTOR: By: (Officer, General Pasergio Luciani, President Payment will be made for only those concluded Change Order has been issued by Erick	urtner, or Owner) ent	Date: 10 of the Original Contract amount e provide a list of any outstandin TO BE COMPLETED BY PR RETAINAGE RELEASE PROGRESS BILLING RETAINAGE HELD TOTAL AMOUNT DUE	or for which a
CONTRA	ACTOR: By: (Officer, General Pasergio Luciani, President Payment will be made for only those concluded Change Order has been issued by Erick	urtner, or Owner) ent	Date: 10 of the Original Contract amount e provide a list of any outstanding TO BE COMPLETED BY PRE RETAINAGE RELEASE PROGRESS BILLING RETAINAGE HELD TOTAL AMOUNT DUE PROJECT NUMBER	or for which a g claims for ROJECT MANAGER 554-RB-2.1
CONTRA	ACTOR: By: (Officer, General Pasergio Luciani, President Payment will be made for only those concludes the Change Order has been issued by Erick additional costs or pending extras.	urtner, or Owner) ent	Date: 10 of the Original Contract amount e provide a list of any outstandin TO BE COMPLETED BY PR RETAINAGE RELEASE PROGRESS BILLING RETAINAGE HELD TOTAL AMOUNT DUE PROJECT NUMBER COST CODE	or for which a g claims for ROJECT MANAGER 554-RB-2.1
ONTRA OTES:	ACTOR: By: (Officer, General Pasergio Luciani, President Payment will be made for only those concentrated the Change Order has been issued by Erick additional costs or pending extras.	urtner, or Owner) ent	Date: 10 of the Original Contract amount e provide a list of any outstanding TO BE COMPLETED BY PRE RETAINAGE RELEASE PROGRESS BILLING RETAINAGE HELD TOTAL AMOUNT DUE PROJECT NUMBER COST CODE APPROVED BY	or for which a g claims for ROJECT MANAGER 554-RB-2.1
ote: OTES:	Payment will be made for only those concluded the Change Order has been issued by Erick additional costs or pending extras. NAL PAYMENT COMPLETED COMPL	urtner, or Owner) ent	Date: 10 of the Original Contract amount e provide a list of any outstanding TO BE COMPLETED BY PRE RETAINAGE RELEASE PROGRESS BILLING RETAINAGE HELD TOTAL AMOUNT DUE PROJECT NUMBER COST CODE APPROVED BY	or for which a g claims for ROJECT MANAGER 554-RB-2.1 48400-05-1000
FII NCH LIST RRANTY FIC STOCK	ACTOR: By: (Officer, General Pasergio Luciani, President Payment will be made for only those concentrated Change Order has been issued by Erick additional costs or pending extras.	urtner, or Owner) ent	Date: 10 of the Original Contract amount e provide a list of any outstanding TO BE COMPLETED BY PRE RETAINAGE RELEASE PROGRESS BILLING RETAINAGE HELD TOTAL AMOUNT DUE PROJECT NUMBER COST CODE APPROVED BY APPROVED DATE	or for which a g claims for ROJECT MANAGER 554-RB-2.1 48400-05-1000

9. BALANCE TO FINISH, INCLUDING RETAINAGE 6. TOTAL EARNED LESS RETAINAGE 8. CURRENT PAYMENT DUE INCLUDES 3% SALES TAX..... 7. LESS PREVIOUS CERTIFICATES FOR 1. ORIGINAL CONTRACT SUM..... Application is made for payment, as shown below, in connection with the Contract CONTRACT FOR: Structural Steel FROM CONTRACTOR: CONTRACTOR'S APPLICATION FOR PAYMENT NET CHANGES by Change Order APPLICATION AND CERTIFICATION FOR PAYMENT in previous months by Owner ontinuation Sheet, AIA Document G703, is attached. lotal approved this Month Total changes approved TOTAL COMPLETED & STORED TO DATE . . CONTRACT SUM TO DATE (Line 1 ± 2) (Column G on G703) Total Retainage (Lines 5a + 5b) or CHANGE ORDER SUMMARY (Line 3 less Line 6) (Line 4 Less Line 5 Total) Total in Column I of G703) (Column D + E on G703) (Column F on G703) of Stored Material. . . of Completed Work . . Houston, TX 77092 5600 Northwest Central Drive, Ste. 100 Regional Construction Resources ERICKSON Construction, L.L.C. Baltimore, MD 21228 703 Maiden Choice Lane ADDITIONS \$0.00 \$0.00 \$0.00 VIA ARCHITECT: PROJECT: DEDUCTIONS \$1,177,543.00 \$153,917.00 \$153,917.00 ,331,460.00 ,460.00 \$0.00 \$0.00 \$0.00 \$0.00 Contractor named herein. Issuance, payment and acceptance of payment are without This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Application and on the Continuation Sheet that are changed to conform to the amount certified.) (Attach explanation if amount certified differs from the amount applied. Initial all figures on this payment of the AMOUNT CERTIFED. of the Work is in accordance with the Contract Documents, and the Contractor is entitled to Architect's knowledge, information and belief the Work has progressed as indicated, the quality comprising the application, the Architect certifies to the Owner that to the best of the ARCHITECT'S CERTIFICATE FOR AND MENT In accordance with the Contract Documents, based on on-site of Schulling and the data My Commission Notary Public: Subscribed and sw CONTRACTOR: from the Owner, and that current payment shown herein is now due. for Work for which previous Certificates for Payment were issued and payments received in accordance with the Contract Documents, that all amounts have been paid by the Contractor information and belief the Work covered by this Application for Payment has been completed The undersigned Contractor certifies that to the best of the Contractor's knowledge, Windcrest RB 2.1 Sergio Luciani President AIA DOCUMENT G702 CONTRACT DATE: PROJECT No: PERIOD TO: 10/25/08 APPLICATION No. County of Date: PAGE 1 Distribution to: 읶 CONTRACTOR ARCHITECT OWNER 1 PAGES

prejudice to any rights of the Owner or Contractor under this Contract.

\$0.00

	<u>P</u> /	ARTIAL LIEN V	<u>VAIVER</u>			
STATE OF Colorado						
SS COUNTY OF Lake						
TO WHOM IT MAY CONCERN: WHEREAS the undersigned has been e	mployed by <u>Erickson</u>	Construction, 1.I.C	o fumish <u>Structural S</u>	teel Materials for th	he premises known as V	Vind
TACLETON CAMPI	S. D.J.C. is the owner.				•	
THE undersigned, for and in consideration consideration, the receipt of which is here or right to, lien, under the statutes of the improvements thereon, and on the materidue from the Owner, on account of labor the above-described premises.	ery acknowledged, do State of Illinois, relatin al, fixtures, apparatus ((es), to the fullest extending to mechanics' liens, or machinery furnisher	nt permitted by law, he with respect to and on it.	reby waive and releases said above-described ands or other consider	ase and all lien or claim d premises, and the	of,
DATED: March 31, 2009 SIGNATURE AND TITLE: NOTE: All waivers must be for the full a	mount paid If praire	_ PADDRI	X 0 ~	IN OAK D.	R. CONROE	TX 7738
be set forth; if waiver is for a partnership,	the partnership name	is for a corporation, o should sign and design	orporate name should b late him/herself as a pa	ocused, the title of o runer.	fficer signing waiver sh	hould
TO WHOM IT MAY CONCERN: THE undersigned, being duly s REGIONAL CONSTRUCTION RESO And Cale + CB 2. I ow That the total amount of the contract incluivatives are true, correct and genuine and of That the following are the names of all par for specific portions of said work or for ma micritioned include all labor and material re-	URCES. INC. who is med by Littleton Cam ding extras is \$1,352.2 lelivered unconditional ties who have furnished terial entering into the	the contractor for the pus. LLC 00.00 on which he has lifty and that there is no d material or labor, or a construction thereof	received payment of 1 claim either legal or we both, for said work and the amount due or in the control of the amount due or in the amo	rials work on the bu	this payment. That all	
NAME	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE	
		<u> </u>				
TOTAL ALL LABOR AND MATERIAL	TO COMPLETE					
That there are no other contracts for said we my kind or to be done upon or in connection	ork outstanding, and the	at there is nothing due than above stated.	or to become due to a	ny person for materi	al, labor or other work	or
Signed this 2 Stay of	,20 ₀ 9	Signatur		1 - 1	<u>~ ~`~</u>	- This let
igned and swom to before me this 29 ignature:	day of July	,20 <u>0</u> 9				
<i>V</i> = -7		· ·				



PARTIAL LIEN WAIVER

STATE OF	Colorado
----------	----------

55

COUNTY OF Lake

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by <u>Erickson Construction</u>, <u>LLC</u> to furnish <u>Structural Steel Materials</u> for the premises known as <u>Wind Crest RB2.1</u> of which <u>Littleton Campus</u>, <u>LLC</u> is the owner.

THE undersigned, for and in consideration of One Hundred Eleven Thousand Two Hundred Eight Nine And 20/100 Dollars (\$111,289.20), and other good and valuable consideration, the receipt of which is hereby acknowledged, do(es), to the fullest extent permitted by law, hereby waive and release and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the money, funds or other considerations, due or to become due from the Owner, on account of labor services, material, fixtures, apparatus or machinery, heretofore furnished, to this date only, by the undersigned for the above-described premises.

DATED: March 31, 2009		COMP	ANY: <u>REGIONAL C</u>	ONSTRUCTION R	FSOURCES, INC.	
SIGNATURE AND TITLE:	> ~ 6	ADDRE	ss; 15460	Pin c	OUK DR	ŀ
NOTE: All waivers must be for the full a	nyolint naid If usuiver				1384	
be set forth; if waiver is for a partnership,	the partnership name	is for a corporation, or Should sign and design	arporaus name sayug (atc him/herself as a pa	oc used, the due of of	moer signing waiver shou	ıld
			are minaderscar as a pa			
•	CON	TRACTOR'S AR	FIDAVIT		,	
TO WHOM IT MAY CONCERN:					•	
THE undersigned, being duly s	worn, deposes and say	s that be is	sident	of the		
REGIONAL CONSTRUCTION RESO	URCES, INC. who is	the contractor for the	Structural Steel Mate	rials work on the bu	ilding located at	
Wordcust RBD. It on	ned by <u>Litticton Cam</u>	pus, LLC			• **********	
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			A CALL OF THE PARTY OF THE PART	GERALYN MA	RIE BEIRIGER	





REGIONAL CONSTRUCTION RESOURCES INC 15460 PIN OAK DR CONROE TX 77384-3548

Whitney National Bank Incoming Wire - Advice of Credit

Date: 07/23/2009

Wire Create Time: 0948

Account # : *****9535 Amount : \$111,289.20 GFX Reference : 20092040088000 Sending Bank : 031000053 PNCBANK PHIL

Beneficiary

Sender Name : ERICKSON CONSTI OP ACCT ATTN:CONTROLLER 991 CORPORATE BLVD LINTHICUM HEIGHTS MD 21090-2227 : ERICKSON CONSTRUCTION LLC

: REGIONAL CONSTRUCTION RESOURCES (Acct#****9535)

Beneficiary Info (OBI):

Bank to Bank Info (BBI):

Reference for Beneficiary (RFB): 200907287047ISCW

Fed Reference Number (IMAD): 20090723L1LFB59C00023607231247FT01

PARTIAL LIEN WAIVER

Please Return To: Erickson Construction Finance 991 Corporate Boulevard Linthicum, MD 21090

STATE OF Colorado

SS COUNTY OF Douglas County				Attn: <u>Uma</u>	Mahon.
TO WHOM IT MAY CONCERN WHEREAS the undersigned has been WCD RB21 of which Littleton Came	n employed by Ericks	on Construction, LLC	to furnish	fo	or the premises known as
THE undersigned, for and in consideration, the receipt of which is he or right to, lien, under the statutes of the improvements thereon, and on the mat due from the Owner, on account of lab the above-described premises.	ation of One Hundred hereby acknowledged, one State of Colorado, re	Thousand And 00/10 do(es), to the fullest extending to mechanics' lie	ent permitted by law, h	ereby waive and relea on said above-describ	ed premises, and the
DATED: May 4, 2009 SIGNATURE AND TITLE: NOTE: All waivers must be for the ful be set forth; if waiver is for a partnership	l amount paid. If waiv	ADDI	ent Hou	N.W. (entral #100
TO WHOM IT MAY CONCERN THE undersigned, being duly REGIONAL CONSTRUCTION who That the total amount of the contract inc. waivers are true, correct and genuine and That the following are the names of all p for specific portions of said work or for r mentioned include all labor and material	y sworn, deposes and so is the contractor for the owned by <u>Littleton Ca</u> hading extras is \$1,352. In delivered uncondition arties who have furnish material entering into the	200.00 on which he hally and that there is not material or labor, or	s received payment of claim either legal or er both, for said work ar	\$727,910.80 prior to a equitable to defeat the ad all parties having c	this payment. That all validity of said waivers.
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Signed and sworn to before me this	_day of <u>Mai</u>	,2009		•	
Signature: Cimy E (ling	<i>J</i> — —			
	8		AMY E. CURR	Y 1	

Notary Public STATE OF TEXAS My Comm. Exp. May. 01, 2012 MUSS

POSTED Sale yay Report

Erickson Construction, LLC

Contract

95257 00501

Job Number 554RB21

WCD Residential Building 2.1

CHECK NO. 71421

Contract Amount				INVOICE AMOUNT	RETAINAGE	PAYMENT
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DATE 3/4/2009	NUMBER	(1421	1			100,000.00

THE FACE OF THIS CHECK IS PRINTED WITH A COLORED BACKGROUND AND THE BACK CONTAINS A FACSIMILE WATER Erickson Construction, LLC Operating Account 701 Maiden Choice Lane Baltimore, MD 21228

PNC Bank

PO Box 324

Baltimore, MD 21203-0324

5/4/2009

CHECK NO. 71421

AMOUNT 100,000.00

7-61/520

HUNDRED THOUSAND AND 00/100

O THE RDER OF REGIONAL CONSTRUCTION

RESOURCES INC 5600 NW CENTRAL SUITE 100 ATTN RICHARD SCANDRETT HOUSTON TX 77092

#*OOO71421#* #*O54000030# 5501360699#

PARTIAL LIEN

Please Return To: Erickson Construction Finance 991 Corporate Boulevard Linthicum, MD 21090

STATE OF Colorado

COUNTY OF D			·	Attn:\\ \(\) \(\) \(\)	1014, MID 21090
COUNTY OF Douglas County			•	. h	7 10001
TO WHOM IT MAY CONCER	EN:			· ·	99109
WHEREAS the undersigned has b	een employed by Ericks	on Construction, LLC	to furnish		
WCD RB21 of which Littleton Ca	mpus, LLC is the owner		to turnsir		or the premises known as
THE undersigned, for and in consid	eration of Two Hundred	Eighty-Seven Thousa	nd Four Hundred Fift	y-One And NO/100) Dollars
, and our	i kood and vantable consi	Ideration the receipt of	which is be-the and	1	
and on said above-described premis	es, and the improvements	thereon, and on the ma	utes of the State of Cold	orado, relating to me	chanics' liens, with respect to
,,		UWINE OF SCCOUNT AT	abor services, material.	is or machinery rum fixtures, apparatus o	ished, and on the money,
furnished, to this date only, by the u	ndersigned for the above-	described premises.	,		in inacimicity, incretolore
DATED: February 20, 2009		COM	PANTY: DECIONAL C	ONETTOTION	/)
		ADDF	PANY: <u>REGIONAL C</u> RESS:	ONSTRUCTION	10.0h
SIGNATURE AND TITLE:	C 13		70	alo Luciani	President
NOTE: All waivers must be for the be set forth; if waiver is for a partner	full amount paid. If waiv	er is for a corporation,	corporate name should	be used, the title of d	fficer signing waiver should
	amp, me partnersing nam	e should sign and desig	nate him/herself as a pa	artner.	
	CO	NTRACTOR'S A	FFIDAVIT		
TO WHOM IT MAY CONCE	RN:		^ I		
THE undersigned, being (duly sworn, deposes and s	ays that he is	ndent	of the	
REGIONAL CONSTRUCTION w			work	on the building loca	ted at
	owned by <u>Littleton Ca</u>	mpus, LLC			
That the total amount of the contract waivers are true, correct and genuine	including extras is \$1,331	.460.00 on which he ha	is received normant of	F177 350 00	a:
for specific portions of said work or for mentioned include all labor and mater	or transcript criticatiff fiff f	NE CONSTRUCTION INFRENT	and the amount due on		ch, and that the items
	and required to complete s	and work according to j	plans and specifications	:	
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day of 400 tu	,201	Signatu	re:	~ <u></u>	~~~
Signed and sworn to before me this	2 day of llows	2000	 		
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Signature.		NOTAR	V AUS COM		
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Contract Erickson Construction, LLC Job Number

95257 00501 554RB21 WCD Residential Building 2.1

CHECK NO.

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||-00070342|| ||-05000030|| ||-0501360699||

PARTIAL LIEN WAIVER

Erickson Construction Finance 991 Corporate Boulevard Linthicum, MD 21090 Attn: Jua Maxon

STOP TEXAS

STATE OF Colorado

SS

OUNTY OF Douglas County

COUNTY OF Douglas County				QЧ	17109
TO WHOM IT MAY CONCERN:			_	<u> </u>	
WHEREAS the undersigned has been of	imployed by Erickson	Construction, LLC to	fumish Stul	fo	r the premises known as
WCD RB21 of which Littleton Campus THE undersigned, for and in consideration (\$23,333.00), and other good law, hereby waive and release and all lier and on said above-described premises, ar funds or other considerations, due or to b furnished, to this date only, by the unders DATED: December 20, 2008 SIGNATURE AND TITLE: NOTE: All waivers must be for the full a be set forth; if waiver is for a partnership,	and valuable considers or claim of, or right to define the improvements the ecome due from the Origned for the above-de amount paid. If waiver	ation, the receipt of who, lien, under the statutereon, and on the mate wner, on account of lab secribed premises. COMPA ADDRE	ich is hereby acknowle es of the State of Color rial, fixtures, apparatus or services, material, f ANY: REGIONAL CO SS: Proporate name should b	dged, do(es), to the ado, relating to mee or machinery furnis atures, apparatus or one on the control of the co	hanics' liens, with respect to shed, and on the money, r machinery, heretofore
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TO WHOM IT MAY CONCERN: THE undersigned, being duly REGIONAL CONSTRUCTION who is OW That the total amount of the contract inclusivers are true, correct and genuine and That the following are the names of all pastor specific portions of said work or for mentioned include all labor and material responses.	swom, deposes and say the contractor for the red by Littleton Came ding extras is \$1,331.4 delivered unconditionanties who have furnished aterial entering into the	160.00 on which he has ally and that there is no ed material or labor, or e construction thereof a	work of section work of sections and the amount due or to	uitable to defeat the I all parties having o o become due to eac	this payment. That all evalidity of said waivers.
NAME	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE
	 	 			
TOTAL ALL LABOR AND MATERIA	L TO COMPLETE				
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Signed this day of day of		Signatur	e:	1-: A	<u></u>
Signed and sworn to before me this 9	day of Jenus	,20_0	4	V Minimale	TACY A. LEMIN

Signature:

Please Return To: Erickson Construction Finance 991 Corporate Boulevard

STATE OF Colorado				Linthicum, l	MD 21090
COUNTY OF Douglas County	SS ′			Jina M	ahon
TO WHOM IT MAY CONCE WHEREAS the undersigned has WCD RB21 of which Littleton C	been employed by Erickson	n Construction, LLC	to furnish Anuel	val Steep.	r the premises known as
THE undersigned, for and in consinuous (\$153,917.00), and oth law, hereby waive and release and and on said above-described premi funds or other considerations, due of furnished, to this date only, by the DATED: December 2, 2008 SIGNATURE AND TITLE: NOTE: All waivers must be for the be set forth; if waiver is for a partners.	er good and valuable considerable all lien or claim of, or right ses, and the improvements for to become due from the Coundersigned for the above-due full amount paid. If waive	deration, the receipt of to, lien, under the state thereon, and on the match the country of lescribed premises. COMI ADDI er is for a corporation,	which is hereby acknown ates of the State of Color terial, fixtures, apparatus abor services, material, fixed PANY: Regional Const. RESS:	ledged, do(es), to the rado, relating to mechas or machinery furniss in tures, apparatus or ruction Resources I	e fullest extent permitted by hanics' liens, with respect to shed, and on the money, machinery, heretofore
TO WHOM IT MAY CONCI THE undersigned, being Regional Construction Resources	ERN: g duly sworn, deposes and sa	for the	esident	of the work on the building	located at
That the total amount of the contract are true, correct and genuine and de following are the names of all participations of said work or for material include all labor and material requires	livered unconditionally and s who have furnished mate I entering into the construct	that there is no claim rial or labor, or both, f ion thereof and the am	either legal or equitable or said work and all part ount due or to become d	to defeat the validity ies having contracts	of said waivers. That the
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That there are no other contracts for said work outstanding, and that there is a any kind or to be done upon or in connection with said work other than above	nothing due or to become due to any person for material, labor or other work of e stated.
Signed this 5 day of December ,2008	Signature: Signature:
Signed and sworp to before me this 5 day of Dunba	_,20_6 / 87
Signature: Surcu-	RES 2011



REGIONAL CONSTRUCTION RESOURCES INC 5600 NW CENTRAL DR STE 100 HOUSTON TX 77092-203

Whitney National Bank Incoming Wire - Advice of Credit

Date: 05/20/2009

Wire Create Time: 1219

Account # : *****9535 Amount : \$250,000.00

GFX Reference: 20091400121800 Sending Bank: 031000053 PNCBANK PHIL

Sender Name : ERICKSON CONSTRUCTION LLC
OP ACCT ATTN:CONTROLLER
991 CORPORATE BLVD

LINTHICUM HEIGHTS MD 21090-2227

Beneficiary

: REGIONAL CONSTRUCTION RESOURCES (Acct#****9535)

Beneficiary Info (OBI):

Bank to Bank Info (BBI):

Reference for Beneficiary (RFB): 200905139167ISCW

Fed Reference Number (IMAD): 20090520L1LFB59C00038005201519FT01

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rickson Construction, LLC

Contract

95257 00501

Job Number

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CHECK NO. 71240

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Completed Prior Period Completed This Period Completed to Date Contract Balance	1,352,200.00 727,910.80 0.00 727,910.80 624,289.20	0.00 0.00 0.00 0.00 0.00	0.00 727,910.80 0.00 727,910.80 624,289.20
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NUMBER 71240			131,604.90

Erickson Construction, LLC

Operating Account Operating Account
701 Maiden Choice Lane Baltimore, MD 21228

PNC Bank PO Box 324 Baltimore, MD 21203-0324

4/8/2009

AMOUNT

HUNDRED THIRTY ONE THOUSAND SIX HUNDRED FOUR AND 90/100***

REGIONAL CONSTRUCTION
THE RESOURCES INC
DER OF 5600 NW CENTRAL SUITE 100
ATTN RICHARD SCANDRETT
HOUSTON TX 77092

71240 131,604.90

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STATEMENT OF LIEN

1

In accordance with Article 121 of Title 38 of the Colorado Revised Statutes, REGIONAL CONSTRUCTION RESOURCES, INC., 15460 Pin Oak Drive, Conroe, Montgomery County, Texas, 77384, makes the following statement of lien:

FIRST: That the name of the owner or reputed owner of such property to be charged with the lien is Littleton Campus, LLC, 701 Maiden Choice Lane, Catonsville, (Baltimore) MD 21228.

SECOND. That the name and mailing address of the person claiming the lien is REGIONAL CONSTRUCTION RESOURCES, INC., 15460 Pin Oak Drive, Conroe, Montgomery County, Texas, 77384, a subcontractor.

That the name of the person who furnished the laborers or material or performed the labor or services, or supplied the machinery, tools or equipment for which said lien is claimed is REGIONAL CONSTRUCTION RESOURCES, INC. That the name of the principal contractor is ERICKSON CONSTRUCTION, LLC, 701 Maiden Choice Lane, Catonsville (Baltimore) MD 21228

THIRD: That the property to be charged with such lien is described as follows:

WIND CREST RESIDENTAL BUILDING 2.1, a part of Lot 1, Block 2, Erickson Subdivision of 18.06 acres, more or less.

Also know by street number 3003A MILLVISTA ROAD, HIGHLANDS RANCH (DOUGLAS COUNTY) COLORADO 80129, situated in the County of Douglas, State of Colorado. That the said lien is held for and on account of REGIONAL CONSTRUCTION RESOURCES, INC. for tabor performed and materials furnished.

FOURTH: That the amount of indebtedness due or owing the claimant for which said lien is claimed, for laborers or material furnished, labor and services performed, machinery, tools and equipment supplied is: \$105,551.00, together with interest thereon at the legal rate.

REGIONAL CONSTRUCTION RESOURCES, INC.

Bv

Sergio Luciani, President

15460 Pin Oak Drive

Conroe, Montgomery County, Texas, 77384

STATE OF TEXAS

3

COUNTY OF HARRIS

8

I, Sergio Luciani, President of Regional Construction Resources, Inc., being of lawful age and being first duly sworn, upon oath, do say that I am the President of Regional Construction Resources, Inc. the claimant herein named; that I have read the within statement of lien and abstract of indebtedness and know the content thereof; and that the same is true and correct, to the best of my knowledge, information and belief, and is made on behalf of the claimant.

Sergio Luciani, President

SUBSCRIBED AND SWORN TO BEFORE ME in the County of Harris, State of Texas, on this 10th day of August, 2009.

SONDRA HEUGATTER
NOTARY PUBLIC, STATE OP TEXAS
MY COMMISSION BERFRIES
APRIL 12, 2013

Mordin Houghelow NOTARY PUBLIC, STATE OF TEXAS

Printed Name of Notary

My Commission Expires: 1/12/2013

Erickson Construction, LLC

Project:

Wind Crest Community Building 2.0

Project Address:

2975 Summer Wind Lane Highlands Ranch, CO 80129

RCRI Project # 748

Materials Contract

• Invoices

0	April 9, 2009	\$42,100.00
0	January 15, 2009	\$98,637.00
0	November 18, 2008	\$236,000.00
0	October 17, 2008	\$35,000.00
0	August 19, 2008	\$60,000.00

Partial Lien Waver

January 9, 2009 \$277,000.00
 November 24, 2008 \$54,000.00

Account Summary

Contract amount \$429,997.00
Change Orders \$44,460.00
Contract sum to Date Invoiced \$471,737.00
Paid to date \$331,000.00

Balance outstanding \$140,737.00



MATERIALS CONTRACT



______Sub:_____

This Materials Contract is made as of the 20 day of October, 2008 by and between Erickson Construction, LLC (the "Contractor"), whose mailing address is 701 Maiden Choice Lane, Catonsville, Maryland 21228 and Regional Construction Resources, Inc. (the "Supplier"), whose mailing address is 5600 NW Central, Suite 100, , Houston, TX, 77092, PHONE: (713) 789-5131, FAX: (713) 789-5575, for work to be done on the Project known as the Wind Crest Community Building 2.0 located at 2975 Summer Wind Lane Highlands Ranch, CO 80129, located in Highlands Ranch, CO (the "Site").

In consideration of the mutual covenants set forth herein, Contractor and Supplier agree as set forth below:

1. THE GOODS

The Supplier agrees to furnish: Structural Steel (Sub)

2. THE MATERIALS CONTRACT PRICE

The Contractor shall pay to the Supplier for delivery of the Goods the following Contract Price:

Cost of Goods:

\$429,997.00

Unit prices:

See Exhibit G

Sales Tax:

0.00%

\$0.00

A total dollar amount of:

\$429,997.00

Cost Code:

554CB20 48400-051000

All sales and/or use tax payable in connection with this transaction is included in the Contract Price. The sales tax registration form attached to this Materials Contract Agreement (Exhibit C) must be completed and returned prior to any payments being made for this material.

3. BONDS

Contractor will require a payment and performance bond for all Material Contracts over \$500,000. All bonds must be in the AIA 312 format or equal. Cost of bond is on bonding company's invoice at standard rates. Supplier must include the names of the Owner and Lender on all bonds as a dual oblige. Subcontractor can provide this information through a dual oblige rider. Two original copies of all bonds are required and should be forwarded to the Corporate Office located at 991 Corporate Boulevard, Linthicum, MD 21090.

Unless waived by Contractor in this Subsection, prior to the commencement of the Work, Subcontractor shall pay for and deliver to Owner acceptable, statutory payment and performance bonds in the full amount of the Material Contract sum issued by a surety acceptable to Owner.

4. ADDITIONAL GOODS

The Supplier understands and agrees this Agreement also includes the furnishing of the below listed items at the above price, regardless of whether or not they are shown in the Drawings and Specification as shown on Exhibit A attached hereto:

5. SCHEDULE

The Supplier acknowledges and agrees that time is of the essence for all provisions of this Agreement. To this end Supplier agrees to the following dates with regard to all submissions required by the Plans and Specifications:

- a. Revise and resubmit all items within a maximum of seven (7) days after being returned for correction.
- b. The following code numbers shall be on all submissions:

Cost Code: 554CB20 48400-051000

c. Supplier will coordinate and submit to the Contractor within two (2) weeks after execution of this Materials Contract a coordinated and detailed construction schedule to include the following:

1. Fabrication schedule showing overall lead times for the production of each material included within the Material Contract.

- Delivery schedule for each component included within this Materials Contract.
- d. Supplier agrees to deliver material(s) to the site as directed by the Contractor. Supplier agrees to use licensed trucking companies that are fully insured in accordance with all state and federal mandated rules and regulations for all deliveries. Unsafe or unlicensed delivery vehicles will not be permitted to enter the site.

6. PAYMENT

Payment Terms: Invoicing, after delivery to Site and acceptance of material, to be submitted not later than the 20th of each calendar month. Provided invoices are received by such date, payment will be <u>DUE</u> on the 20th day of the following month. Detailed instructions are included in the Exhibit B "General Provisions" under item #9.

SUPPLIER SHALL SUBMIT ALL INVOICES FOR PAYMENT PROCESSING TO: ERICKSON CONSTRUCTION, LLC, ATTENTION: PROJECT MANAGER, 2975 Summer Wind Lane, Highlands Ranch, CO 80129.

7. RELEASE

- 7.1. Supplier agrees to deliver to Contractor an executed ACKNOWLEDGEMENT OF PROGRESS PAYMENT (Exhibit D) and RELEASE OF LIENS AND CLAIMS (Exhibit E Partial or Exhibit F Final) before payment for any supplies, in the form attached hereto.
- 7.2. Supplier and any persons acting through or under Supplier shall not file or maintain any mechanics' claims or liens against the Project, or the building thereof, or the lot of ground appurtenant thereto, for or on account of any Work done or materials furnished by this Supplier and/or any such person or persons as aforesaid.
- 7.3. To the fullest extent permitted by applicable law, Supplier, for and on behalf of Supplier and all other persons acting through or under Supplier, hereby expressly waives and relinquishes the right to have, file, or maintain any mechanics' claims or lien against the Project, the buildings thereof, and the lot of ground appurtenant thereto, or any of them, which waiver shall be and hereby is made an independent covenant and shall operate and be effective also with respect to Work and labor done and materials furnished under any supplemental agreement between Contractor and Supplier, or any agreement for extra Work done, performed, furnished or supplied in and about the Project, although not therein referred to as Work and labor performed and materials furnished under this Contract.
- 7.4. Supplier, when required by Contractor as a condition precedent to the making of any payment hereunder, shall furnish to the Contractor a full and complete release and discharge, in a form satisfactory to Contractor and Owner, of all liens, claims, and demands arising out of or relating to any and all materials furnished, Work done, and equipment used in connection therewith (see Exhibit E & F attached hereto). Furthermore, if, prior to final payment, the Contractor, Owner, or any party providing financing for the Project requests a release of liens from Supplier or anyone acting through or under Supplier, Supplier shall execute and deliver such release of liens in a form (see Exhibit F attached hereto) satisfactory to Contractor, Owner or such other party.
- 7.5. If any Supplier or other person working under Supplier files a mechanics' lien or claim or notice of intention or right to file a lien for or on account of work, labor, services, materials, equipment or other items furnished under or in connection with this Agreement, Supplier agrees to discharge or remove such lien, claim or notice at its own expense by bond, payment or otherwise within twenty (20) calendar days from the date of the filing thereof, and upon its failure to do so, Contractor or Owner shall have the right to cause any such lien or claim, notice of intention or stop notice to be removed or discharged by whatever means Contractor or Owner chooses, at the sole cost and expense of Supplier (such costs and expenses to include legal fees and disbursements). Supplier agrees to hold harmless and indemnify Contractor and Owner from and against any and all such liens, claims or other filings, and actions brought or judgments rendered thereon, and from and against any and all losses, damages, liabilities, costs and expenses, including legal fees and disbursements, which Contractor or Owner may sustain in connection therewith.

8. SUBORDINATION

8.1. Supplier shall and hereby does subordinate any and all liens, rights and interests owned, claimed, or held by Supplier in and to any part of the Goods or land on which the Goods are located, to the lien or liens securing payment of sums now or hereafter borrowed by Contractor or Owner in connection with construction of the Project. Supplier shall execute such evidence of the subordination as Contractor's or Owner's lender(s) may require.

8.2. Supplier shall and hereby agrees to include in every subcontract relating to the Goods to which it is a party, and shall require the inclusion in each lower tier subcontract, provisions that the person or entity performing labor or furnishing materials pursuant to such subcontract agrees to subordinate any mechanic's or material men's lien or liens securing payment of sums now or hereafter borrowed by Contractor or Owner in connection with the construction of the Project.

9. WAIVER OF SUBROGATION

a. The Contractor and Supplier waive all rights against (1) each other and any of their suppliers, subcontractors, subsubcontractors, agents, employees, officers, members and directors, each of the other, and (2) the Owner, Developer, Operator, and any of their Subcontractors, sub-subcontractors, suppliers, agents, employees, officers, members and directors, for damages caused by fire of other perils to the extent covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as fiduciary. The Subcontractor shall require of the Subcontractor's subsubcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

10. THE MATERIALS CONTRACT DOCUMENTS

The Materials Contract Documents consist of the following:

- This Contract
- Drawings & Specification (Exhibit A)
- General Provisions (Exhibit B)
- Sales Tax Form (Exhibit C)
- Application for Payment (Exhibit D)
- Instructions for Exhibit D (Exhibit D1)
- Partial Release of Liens (Exhibit E)
- Instructions for Exhibit E & F (Exhibit E1-F1)
- Final Release of Liens (Exhibit F)
- Scope of Work & Unit Price Schedule (Exhibit G)

11. MISCELLANEOUS

- 11.1 Supplier may not assign this Materials contract to any person or entity without Contractor's prior written consent.
- Duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available at law or in equity.
- 11.3. Supplier agrees to indemnify and save Contractor, Owner, Owner's agents, Developer, operator, their respective parent and subsidiaries and their respective agents, officers, employees, members and directors harmless from, and defend at its own expense, any and all claims, suits, losses, damages, or expenses in any manner connected with the materials furnished by the Supplier under this Contract or caused or occasioned in whole or in part by reason of the presence of the person or property of Supplier, its employees, agents, or suppliers, except with such claims or suits arise out of the sole negligence of Contractor.
- 11.4. Supplier shall defend, indemnify, and save Contractor, Owner, Owner's agents, Developer, operator, their respective parent and subsidiaries and their respective agents, officers, employees, members and directors harmless from, and defend at its own expense, any and all claims by the employees of Supplier, its vendors, or its agents, when such claims shall have been incurred, or alleged to have occurred from an unsafe place to work or such similar type of complaint.

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- Supplier shall pay all expenses, costs, and attorney's fees incurred by Contractor, Owner, Owner's agents, Developer, operator, their respective parent and subsidiaries and their respective agents, officers, employees, members and directors in the enforcement of this Contract, of any bond furnished in connection herewith, or for the prosecution or defense of any claim as defined herein.
- Supplier shall indemnify, defend, and hold harmless Contractor, including but not limited to attorneys fees and costs, to the fullest extent and under no circumstances to a lesser extent than Contractor has indemnified Owner and others with respect to Supplier's Work (including without limitation, Supplier's performance of its Work) under the Contract Documents.

IN WITNESS WHEREOF, the parties have set forth their hand and seal below.

WITNESSES:		CONTRACTOR
	,	
	/ /	ERICKSON CONSTRUCTION, LLC.
	/ / -	ERICKSON CONSTRUCTOR, LLC.
	. / . / . 0	
	$\mathcal{L} \mathcal{L} \mathcal{L} \mathcal{L} \mathcal{L} \mathcal{L} \mathcal{L} \mathcal{L} $	(Man) and

DATE:

BY: David Tague

TITLE: Vice President of Construction

SUPPLIER:
Regional Construction Resources Inc.

BY: Sergio Luciani
TITLE: President

EC: Sub:

EXHIBIT "A" Contract Documents

Drawing Number	<u>Description</u>	<u>Date</u>
00.00	Cover Sheet	06/12/2008
00.01	Code Review	06/12/2008
00.03	Parking Allocation Plan	06/12/2008
00.04	Building Floor Elevations & Links/Bridges	06/12/2008
00.05	ADA Accessibilty General Notes	06/12/2008
00.06	ADA Accessibilty General Notes	06/12/2008
00.10	Rated Assemblies	06/12/2008
00.11	Rated Assemblies	06/12/2008
30.00	Architectual Legend, Abbreviations and Notes	06/12/2008
30.01	First Floor Plan	06/12/2008
30.02	Second Floor Plan (Main Street Level)	06/12/2008
30.03	Roof Plan	06/12/2008
30.05	Cooling Tower, Elevations, & Details	06/12/2008
30.06	First Floor Buildout Plan - For Reference Only	06/12/2008
30.07	Enlarged auditorium Plan	06/12/2008
30.08	Auditorium Slab Recess Plan	06/12/2008
30.11	First Floor Dimensioning Plan	06/12/2008
30.12	Second Floor Dimensioning Plan	06/12/2008
31.01	Exterior Elevation	06/12/2008
31.02	Exterior Elevation	06/12/2008
32.01	Building Sections	06/12/2008
32.02	Building Sections	06/12/2008
33.01	Wall Sections	06/12/2008
33.02	Wall Sections	06/12/2008
33.03	Wall Sections	06/12/2008
33.04	Dock Stair Plans & Sections	06/12/2008
33.04	Wall Section	06/12/2008
33.05	Wall Sections	06/12/2008
33.06	Wall Sections	06/12/2008
33.07	Wall Sections	06/12/2008
33.08	Wall Sections	06/12/2008
33.09A	Link to RB2.2- For Reference only	06/12/2008
33.09b	Link to RB2.2 - For Reference	06/12/2008
33.09C	Link To RB 2 - For Reference Only	06/12/2008
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	Cost	Code: 554CB20 - 48400-05100
33.10	Porte cochere Elevations & Details	06/12/2008
33.11	Living Room Fireplace Plans and Details	06/12/2008
34.01	Elevator Plans, sections & Details	06/12/2008
34.02	Grand Stair Plans, Sections & Details	06/12/2008
34.03	Stair Plans, Sections & Details	06/12/2008
35.01	Wall Types	06/12/2008
35.02	Door Schedule And Types	06/12/2008
35.03	Window & Louver Types	06/12/2008
35.04	Roof Details	06/12/2008
35.05	Door & Window Details	06/12/2008
35.06	Miscellaneous Vertical Details	06/12/2008
35.07	Miscellaneous Vertical Details	06/12/2008
35.08	Miscellaneous Plan Detail	06/12/2008
35.10	Interior Details	06/12/2008
35.20	Miscellaneous Details	06/12/2008
35.30	Window Flashing Details	06/12/2008
35.31	Roof Flashing & Flashing Details	06/12/2008
35.40	ELFS Details	06/12/2008
35.41	ELFS Details	06/12/2008
36.01	Enlarged Kitchen Plan	06/12/2008
36.02	Toilet Room Plans & Elevations	06/12/2008
36.03	Toilet Room Plans & Elevations	06/12/2008
36.04	Interior Elevations	06/12/2008
36.05	Interior Elevations	06/12/2008
36.06	Interior Elevations	06/12/2008
36.07	Interior Elevations	06/12/2008
36.08	Interior Elevations	06/12/2008
36.09	Interior Elevations	06/12/2008
36.10	Interior Elevations	06/12/2008
36.20	Detail Plans And Elevations	06/12/2008
36.21	Detail Plans And Elevations	06/12/2008
36.22	Detail Plans And Elevations	06/12/2008
36.30	Millwork Details	06/12/2008
36.31	Millwork Details	06/12/2008
38.01	First Floor Refelcted Ceiling Plan	06/12/2008
38.02	Second Floor Reflected Ceiling Plan	06/12/2008
40.01	First Floor Finish Plan	06/12/2008
40.02	Second Floor Finish Plan	06/12/2008
41.01	First Floor Wall Finish Plan	06/12/2008
41.02	Second Floor Wall Finish Plan	06/12/2008

Page 2 of 5

EC: Sub:

		Cost Code: 554CB20 - 48400-0510
45.01	Room Finish Schedule & Notes	06/12/2008
49.01	First Floor Furniture Plan	06/12/2008
49.02	Second Floor Furniture Plan	06/12/2008
50.01	Food Service Equiptment Plan	06/12/2008
50.02	Plumbing Rough - In Plan	06/12/2008
50.03	Electrical Rough - In Plan	06/12/2008
50.04	Ventilation Rough - In Draft	06/12/2008
50.05	Floor Depression Plan	06/12/2008
50.06	Food Service Equiptment Elevations	06/12/2008
50.07	Food Service Equiptment Elevations	06/12/2008
50.08	Food Service Equiptment Plan	06/12/2008
50.09	Plumbing Rough - in Plan	06/12/2008
50.10	Electrical Rough- in Plan	06/12/2008
50.11	Food Service Equiptment Details	06/12/2008
50.12	Food Service Equiptment Details	06/12/2008
50.13	Food Service Equiptment Details	06/12/2008
60.01	Foundation Level Plan	06/12/2008
60.02	Second Level Framing Plan	06/12/2008
60.03	Roof LevelFraming Plan	06/12/2008
60.04	Supplemental Plan	06/12/2008
61.01A	Special Inspections	06/12/2008
61.01B	Special Inspections Cont.	06/12/2008
61.02A	General Notes	06/12/2008
61.02B	General Notes Cont.	06/12/2008
61.03	Typical Details	06/12/2008
61.04	Typical Details	06/12/2008
61.05	Typical Details	06/12/2008
62.01	Foundation Details	06/12/2008
62.02	Foundation Sections	06/12/2008
62.03	Foundation Sections	06/12/2008
62.04	Foundation Sections	06/12/2008
62.05	Foundation Sections	06/12/2008
63.01	Framing Sections	06/12/2008
63.02	Framing Sections	06/12/2008
63.04	Framming Sections	06/12/2008
63.05	Framing Sections	06/12/2008
63.10	Roof Sections	06/12/2008
64.01	Brace Frames & Details	06/12/2008
70.00	Cover Sheet	06/12/2008
70.00.1	Water, Gas and Fire Prot. Distribution	06/12/2008
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Page 3 of 5

70.00 4	** *	Cost Code: 554CB20 - 48400-0510
70.00A	UnderFloor Plan	06/12/2008
70.01	First Floor Plan	06/12/2008
70.02	Second Floor Plan	06/12/2008
70.03	Roof Plan - Plumbing	06/12/2008
71.01	Enlarged First Floor Plan	06/12/2008
71.02	Enlarged Second Floor Plan	06/12/2008
71.03	Enlarged Second Floor Plan	06/12/2008
72.01	Details	06/12/2008
72.02	Details	06/12/2008
80.00	Cover Sheet	06/12/2008
80.01	First Floor - Mechanical Plan	06/12/2008
80.02	Second Floor - Mechanical Plan	06/12/2008
80.03	First Floor- Mechanical Piping Plan	06/12/2008
80.04	Second Floor - Mechanical Piping Plan	06/12/2008
80.05	Roof Mechanical Plan	06/12/2008
81.01	Enlarged Main Mechanical Room Plan	06/12/2008
81.02	Enlarged Kitchen Plan	06/12/2008
81.03	Enlarged Mechanical Room Plan	06/12/2008
81.04	Enlarged Mechanical Room Plan	06/12/2008
81.05	Enlarged Mechanical Room plan	06/12/2008
82.01	Mechanical Details	06/12/2008
82.02	Mechanical Details	06/12/2008
82.03	Mechanical Details	06/12/2008
83.01	Mechanical Schematic Diagrams	06/12/2008
84.01	Mechanical Schedules	06/12/2008
84.02	Mechanical Schedules	06/12/2008
90.00	Legend, Abbreviations, And Schedules	06/12/2008
90.01	First Floor Plan	06/12/2008
90.02	Second Floor Plan	06/12/2008
90.03	First Floor Plan- Lighting	06/12/2008
90.04	Second Floor Plan- Lighting	06/12/2008
90.05	Electrical Underground Conduit Routing	06/12/2008
90.06	Roof Plan - Electrical	06/12/2008
91.01	Electrical Enlarged Plans	06/12/2008
91.02	Electrical Enlarged Plans	06/12/2008
92.01	Electrical Site Distribution	06/12/2008
92.02	Electrical Systems Risers	06/12/2008
92.03	Electrical Auditorium Detail	06/12/2008
92.04	Electrical Details	06/12/2008
93.01	Electrical Riser Diagram	06/12/2008
	-	001/12/2000

Page 4 of 5

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		Cust Code: 334CB20 - 48400-03100
93.02	Fire Alarm Riser Diagram	06/12/2008
94.01	Panel Schedules	06/12/2008
94.02	Panel Schedules	06/12/2008
94.03	Panel Schedules	06/12/2008

EXHIBIT "B" General Provisions

- 1. The Supplier shall replace or, if approved by the Architect, Owner and/or Contractor repair any defective work, cracked, chipped or damaged materials. Supplier will be responsible for all associated costs if the damage occurs at the fabrication plant or during transportation to the jobsite. Supplier agrees to promptly provide all replacement materials at no additional cost to the Owner, Architect or Contractor and repeat tests as necessary until all work is proven satisfactory. Retesting cost shall be the responsibility of the Supplier should the Owner elect.
- 2. Supplier 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 Supplier's work. Any vehicle parked on or adjacent to the site without Contractor's permission is subject to removal at the Supplier's expense.
- 3. The Supplier understands the project site is in an urban location and that only a limited amount of on site material staging will be permitted. It is the responsibility of each Subcontractor and Supplier to coordinate all on site staging with the Contractor's Superintendent. All material deliveries must be coordinated at least forty-eight (48) hours in advance. This Supplier understands that the limited space also applies to the use of site trailers and/or field offices and permission must be obtained by Project Superintendent.
- 4. It is agreed and understood that all communications to the Architect or Engineer or Owner or Leasing Agent or other Subcontractor's and Supplier's, or any representative of the above, whether written or verbal, shall be through the Contractor unless specific permission is granted by the Contractor for a direct communication, and any communications not so conducted shall neither be binding or enforceable on any party. Further, any communication with any of the above parties conducted with permission of the Contractor shall be documented and summarized in writing by the Supplier within 24 hours of the communication, noting parties involved, subjects discussed, conclusions reached, and all other pertinent information, and shall be immediately distributed to the Contractor and all parties involved. If such communication in any way affects the Work of other Subcontractors or Suppliers this Supplier shall be liable for all costs involved unless specifically authorized otherwise by the Contractor in writing.
- 5. Backcharges to the Contractor or to other Subcontractors on the project, for which this Supplier fees are not included with the Materials Contract, must be brought to the attention of the Contractor, in writing, with ten (10) days of the initial occurrence and must be submitted for payment with all required back-up with twenty (20) days of the occurrence. Any event for which Supplier has not so notified and submitted shall not entitle Supplier to on-going Backcharges, these Backcharges must initially be submitted as noted above, and thereafter on a bi-weekly basis. Any Backcharges to be brought against this Supplier by either the Contractor or another Subcontractor or Supplier shall be forwarded in written notification not more than twenty (20) days from initial occurrence and submitted with proper back up for payment with thirty (30) days or shall be otherwise null and void. Subcontractors and Suppliers are encouraged to work out minor disputes between each other, but Contractor shall not be responsible for the enforcement, or collection of any sums, or any agreements between Subcontractors and/or Suppliers for which a written agreement was not prepared and signed by all parties.
- 6. 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 schematically indicated in the Contract Documents, must be maintained throughout.
- 7. The 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 in accordance with the terms of the Contract Documents, and the costs for labor and materials shall be at prevailing rates in the Project area.
- 8. With thirty (30) days of the execution of the Materials Contract, Supplier shall submit for approval of the Contractor, a complete schedule of values breakdown of the Materials Contract amount. The schedule of values breakdown shall be in the form similar to the AIA. G703 format. When approved, the schedule shall be used to apply for monthly (and final) progress payments. All sums shall have amounts rounded off up or down to the nearest whole dollar except final payment.
- 9. Progress payment applications shall be prepared and submitted to the Contractor on or before the 20th of the month for payment by the 20th of the following month.

EC: Sub:

- 10. Notwithstanding any other provision contained in this Materials Contract and superseding ay contrary term expressed herein, Supplier agrees that if in the event on any picket, strike, work stoppage, or other form of labor dispute at the jobsite, whether that dispute or picket is in connection with the Owner, the Contractor, the Supplier or any other subcontractor or separate contractor on the jobsite, Supplier will continue to perform the Supplier's work required herein, with interruption on delay, because of such picket or other form of labor dispute, the Contractor may terminate services or the Supplier after giving twenty-four (24) hours written notice and an intent to do so, or the contractor may invoke any of the rights and remedies set forth in this Materials Contract. Additionally, should the Supplier be party to one or more labor agreements he shall, with 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. It is contemplated hereby the Supplier shall, if necessary, utilize to the fullest extent possible all contractual provisions contained in Supplier's labor agreement which allow for the hiring of replacement employees, should the hiring of the Supplier be unable or unwilling to meet the need of the Supplier.
- 11. The Supplier shall cooperate with the Contractor and other Suppliers and Subcontractors whose work might interface with Supplier's work, and shall participate in the preparation or coordination drawings in areas of congestion, specifically noting and advising the Contractor on any such interferences.
- 12. Payments made on account of materials or equipment not in place but delivered and suitably stored, when agreed upon in advance in writing by the Owner. Such materials or equipment (Stored Materials) may be at the Property or at any other location agreed upon in advance in writing by the Owner.
- 13. Beyond Stored Materials, Owner will not advance progress payments for Supplier engineering, shop drawing preparation, or insurance costs, all of which are incidental to the award of the Materials Contract and the subsequent performance of the work: however, Supplier may include such costs (limited to a maximum of two (2%) percent of the materials contract amount) in its initial payment request which will be paid after commencement of work by Supplier. In the event Supplier has purchased a performance and payment bond, owner will advance progress payment for the cost of same upon request and upon receipt of a copy of the invoice for the premium.

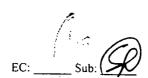


EXHIBIT "C" Sales Tax Form

Subconu	actor / Supplier Name.	Regional Construction Resources, Inc	•
Address:	5600 NW Central, Suite 100, Houston, TX, 77092		
Job No.	554CB20		
Purchase	Order Number:		0- 4-
Is license	ed to do business in the State of	of CO, sales tax registration number is	98-46319-0003
Will remi	t all sales tax on the taxable it	ms in the Purchase Order to the State	of CO on a timely reporting basis.
Signed:	Spok	Date: 10/30	los
Title: P	resident /	100	
		*****-OR-****	
Is not lice	nsed to do business in the Sta	te of CO and will not include sales tax	on any invoices.
Signed:		Date:	
Γitle:			

EC: ___Sub:

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Exhibit "D.1" <u>Instructions for "Exhibit D"</u>

Subcontractors/Suppliers shall submit attached Application and Certificate for Payment (Exhibit D) for payment processing to:

ERICKSON CONSTRUCTION, L.L.C. 2975 Summer Wind Lane Highlands Ranch, CO, 80129

ATTN: Project Manager, Andrew Gordon

Your application for payment, using the attached Application and Certificate for Payment (Exhibit D) form, must be fully completed, and must be in our office at the above address no later than the 20th of the month.

If your Application and Certificate for Payment is not fully completed and received in our office, at the above address by the 20th of the month, your payment will be delayed until the following months payment cycle.

EC: _____Sub: _____

EXHIBIT "D"

APPLICATION AND CERTIFICATE FOR PAYMENT

TO:	ERICKSON CONST 703 Maiden Choice I Baltimore, MD 2122	Lane	DATE: PROJECT NO.:	554CB20
FROM:	Regional Construction	n Resources, Inc.	JOB: APPLICANT NO.: PERIOD TO:	Neighborhood 2 Community Building
1. Origina	l Contract Amount		\$	
2. Change	Orders Issued to Date	(Thru C.O. #)	\$	
3. Contrac	t Sum to Date (Line 1+	-2)	\$	
4. Total Co	ompleted & Stored to I	Date	\$	
5. Less Ret	tainage (%)		\$	
6. Total Ea	rned to Date Less Reta	ainage (Line 4-5)	\$	
7. Less Pre	vious Requisitions		\$	
8. Payment	Due This Period (Line	e 6-7)	\$	
Note: Pa	syment will be made for	only those costs which ar sued by Erickson Constru	Date: ner) re included as part of the Origin ction L.L.C. Please provide a l	al Contract amount or for which a ist of any outstanding claims for
NOTES:			TO BE COMPLETED	BY PROJECT MANAGER
			RETAINAGE RELEASE	\$
			PROGRESS BILLING	\$
			RETAINAGE HELD	\$
			TOTAL AMOUNT DUE	\$
			PROJECT NUMBER	554CB20
			COST CODE #	48400-051000
			APPROVED BY	
			APPROVED DATE	
PUNCH LIST (FINAL PAYMENT COMPLETED	☐ YES ☐ NO	FOR ACCOUN	TING USE ONLY
WARRANTY (COMPLETED	YES NO	DATE RECEIVED	THIS USE UNLI
O&M (CLOSE	OUT BOOK -DEL) DERS COMPLETED	YES NO	REVIEWED BY	

EC: ______ Şub:

EXHIBIT "E1" & "F1" Instructions for Exhibits E & F

Subcontractors/Suppliers shall submit attached Partial Release of Liens (Exhibit E) and Final Release of Liens (Exhibit F) for payment processing to:

ERICKSON CONSTRUCTION, L.L.C.
Corporate Office
991 Corporate Blvd
Linthicum Heights, Maryland 21090
Attn: Contract Administrator

EXHIBIT E - PARTIAL RELEASE OF LIENS

The attached Partial Release of Liens (Exhibit E) form must be fully completed, properly executed by a authorized Corporate Officer or Owner/ Proprietor with Original Signatures, Notarized, and must be in our office at the above address no later than the last day of the month.

If your Partial Release of Liens (Exhibit E) is not fully executed and received on a timely basis, i.e. no later than the last day of the month, previous payment not covered by a current waiver of lien will be deducted from your expected payment.

EXHIBIT F - FINAL RELEASE OF LIENS

The attached Final Release of Liens (Exhibit F) form must be fully completed, properly executed by a authorized Corporate Officer or Owner/Proprietary with original signatures, Notarized, and must be in our office at the above address no later than the last day of the month or at issuance of Final Payment. No Final Payments will be issued until Final Release of Liens is in hand.

EC: ___Sub:

EXHIBIT "E"

Partial Lien Waiver

COUNTY OF DOUGLAS)	
To Whom It May Concern:	
WHEREAS the undersigned has been employed by	
WHEREAS the undersigned has been employed by to furnish for as of which is the Owner,	or the premises know
THE undersigned, for and in consideration of	ght to, lien, under the nts thereon, and on the
DATED:COMPANY: ADDRESS: SIGNATURE AND TITLE: Note: All waivers must be for the full amount paid. If a wavier is for a corporation, corporate name should be used, the title of officer si be set forth; if waiver is for a partnership, the partnership name should sign and designate him/herself as a partner.	
be set forth; if waiver is for a partnership, the partnership name should sign and designate him/herself as a partner.	-gg warver snould
CONTRACTOR'S AFFIDAVIT	
To Whom It May Concern:	
THE undersigned, being duly sworn, deposes and says that he is of the work on the building located at	(name of company)
work on the building located at	owned by
That the total amount of the contract including extras is \$ on which he has received payment of \$ this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equivalidity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work an contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to be and that the items mentioned include all labor and material required to complete said work according to plans and specifications:	uitable to defeat the
NAMES WHAT FOR CONTRACT PRICE AMOUNT PAID THIS PAYMENT	
	<u>BALANCE</u>
	BALANCE
OTAL LAROP AND MATERIAL TO COMPLETE	BALANCE
OTAL LABOR AND MATERIAL TO COMPLETE	BALANCE
TOTAL LABOR AND MATERIAL TO COMPLETE that there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor of ind or to be done upon or in connection with said work other than above stated.	
hat there are no other contracts for said work outstanding, and that there is nothing due or to become due to contracts.	
hat there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor of the done upon or in connection with said work other than above stated.	

EXHIBIT "F"

Final Lien Waiver

STATE OF COLORA	ADO)				
COUNTY OF DOUG) SS			
To Whom It May Con	cem:				
WHEREAS the under	signed has been employe	ed by	to fumic		Constant
as	of which	ed by	is the Owner,	SN	_ for the premises knows
mechanics' liens, with furnished, and on the machinery, heretofore	respect to and on said at noney, funds or other con furnished, or which may	waive and release and all lien or pove-described premises, and the siderations, due or to become of the furnished at any time herea	ciaim of, or right to, lien, ur he improvements thereon, are due from the Owner, on account after, by the undersigned for	nder the statutes of the State and on the material, fixtures, bunt of labor services, mater r the above-described prem	of Colorado, relating to apparatus or machinery
DATED:		COMPANY:			
SIGNATURE AND T	ITLE:	COMPANY:			
be set forth; if waiver i	s for a partnership, the p	paid. If a wavier is for a corpora partnership name should sign a	ation, corporate name shoul nd designate him/herself as	d be used, the title of office a partner.	r signing waiver should
	C	CONTRACTOR'S AFFIDAVI	Г		
To Whom It May Conc	em:				
The undersigned, for (\$), a the customer's full satis right to lien, under the s other material, fixtures, this date only by the undersity of the state of	and in consideration and other good and valua faction. Furthermore, to tatutes of the State of Cogoods, apparatus or mac dersigned, for the Premi	and upon payment in seventhe ble consideration, does hereby to the extent permitted by law, the OLORADO, relating to the methinery furnished, on account of ses, without prejudice to assert	n business day, of the scertify that the work referred the undersigned, does hereby chanics' and/or materialme labor, services, materials, fix any right of lien as to future.	sum of	Dollars been fully performed to d all lien or claim of, or nd on Premises, and on
<u>NAMES</u>	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE
TOTAL LABOR AND	MATERIAL TO CO	МРГЕТЕ			
That there are no other co	ntracts for said work out	MPLETE Standing, and that there is nothing work other than above stated	ing due or to become due to 1.	any person for material, lab	or or other work of any
That there are no other co kind or to be done upon o	ntracts for said work out or in connection with sa	standing, and that there is nothi	1.		or or other work of any
That there are no other co kind or to be done upon o	ntracts for said work out or in connection with sa day of	standing, and that there is nothi	1.		or or other work of any
That there are no other co kind or to be done upon o Signed this Subscribed and sworn to	ntracts for said work out or in connection with sa day of before me this	standing, and that there is nothing work other than above stated 200 Signature:	1.		or or other work of any

EXHIBIT "G"

SUBCONTRACTOR SCOPE OF WORK

 Fabricate and deliver structural steel and miscellaneous metals as shown and specified and/or required herein to complete this work. Architectural, electrical and mechanical plans may be used as a supplement to the structural steel plans to define detail configurations and construction information, provided all requirements for the structural steel are noted on the structural steel plan.

a. Note: Key Milestones Datesb. Anchor Bolt Plans: 8/25/08

c. Anchor Bolts: 8/25/08

d. Structural Steel Submittals: 9/2/08

2. Furnish all work listed at the Specifications Table of Contents under the headings "Conditions of the Contract" and "Division 1 - General Requirements". Note that where work is described in the Specifications as "by the General Contractor" (or similar), it shall be by this Subcontractor.

3. Provide all work indicated at Specification Section 05120 (Structural Steel).

- a. Section 05120 -- Furnish all bolts and similar at all locations covered under Specification Sections 05120 and 05400.
- b. Furnish all beams, columns, and brace frames.
- c. Furnish all indicated anchor bolts and embeds, setting plates, bearing plates, leveling plates and similar. Installation is by others, including grouting. Provide template to facilitate installation process. Furnish all plates, angles indicated on Structural Plans as expansion bolted to foundation system.
- d. Furnish all embedded angles and bearing plates indicated on plans.
- e. Exception: Primer shall not be required at all exposed materials fabricated under this section.
- f. Provide coordination with wood truss shop drawing development process regarding dimensions, locations, etc. Wood truss shop drawings, including hurricane hold down clip dimensioned locations, shall be provided to this subcontractor by others in four (4) weeks from verbal award of subcontract.
- g. Provide holes at embedded angles to facilitate attachment by Foundation Subcontractor to its forms.
- h. Provide beam penetrations per M/E/P Coordination drawings if information is provided in a timely matter.
- i. A pre-erection conference with the Erector and Erickson Construction is required. At or before this conference, the Erector shall provide a site-specific safety and erection plan for approval by Erickson Construction, LLC.
- 6. Furnish all lintels which are welded or bolted to structural steel framing. Provide adjustment to final elevations on a call-back basis after slabs are poured.

Page I of 3

- 7. Furnish cooling tower support steel per dwg. 60.04. Steel and all connectors, including bolts, are to be galvanized.
- 8. Furnish pipe racks for cooling tower water lines as indicated on sheet 62.04.
- 9. Furnish concrete step handrails & ramp rails at loading dock per detail 25/31.01.
- 10. Furnish guard rail at the loading dock per detail 25/34.04
- 11. Furnish the columns and beams for the porte cochere.
- 12. Furnish three pipe bollards per detail 28/30.05.
- 13. Furnish stairs, landings & handrails for stairs 1080 & 1083.
- 14. Furnish two elevator pit ladders & one roof access ladder.
- 15. Furnish deco rails at second floor porch per detail 19/31.02.
- 16. Furnish pipe grid above stage area per 30.07.
- 17. Furnish wall supports at low walls per details 11 & 17/35.10.
- 18. Furnish lavatory supports per detail 39/36.03.
- 19. Furnish no light gauge metal framing. Provide all back-up and support angles for such work which are indicated attached to the work of this Subcontractor at the Contract Documents.
- 20. Cooperate with all testing agencies engaged by the Owner, providing all required access, information, etc. Provide all self inspections and tests indicated on the Contract Documents. This subcontractor shall bear all costs associated with any failed tests or inspections and with any failure to perform required tests and inspections.
- 21. Touch-up and field painting indicated at the Contract Documents is not required.
- 22. All access to be through the construction access road, off of Plaza Drive.
- 23. Requisitions shall be provided as directed by the Contractor (typically by the 15th of each month, projecting to the 25th).
- 24. Stored Materials payments (on-site and off-site) are not guaranteed, but will be considered, subject to the approval of the Lender.
- 25. Provide telephone number, etc. as required to assure capability to contact this Subcontractor 24 hours per day every calendar day for the life of the Project (for emergency use only).
- 26. Definitions: The term "furnish" shall mean to supply and deliver to the project site (F.O.B. Site) ready for tailgate unloading to a location as directed by the Superintendent.
- 27. Special Conditions
 - a. Communications:
- Subcontractor acknowledges that the Contractor considers communications of paramount importance.

 This subcontractor agrees to have a representative having authority available to speak for its company for any necesary job meetings. Subcontractor acknowledges that the work of this contract shall include the attendance of these meetings as well as such other types of communication forums as may be required by the Contractor.
 - b. On-site parking is not guaranteed. This Subcontractor shall agree to any parking requirements assigned to the Project by local authorities having jurisdiction.

Also included in this Subcontract:

A. Notwithstanding other language in this Subcontract, the following shall be noted: This Subcontractor shall not further subcontract its work without written authorization from the Contractor. When work is further subcontracted, after approval from Contractor in writing, all conditions applying to the Subcontractor shall then apply to the Sub-subcontractor including, but not limited to, insurance requirements, plans, specifications, OSHA safety regulations, written company safety policy, written hazard communication program, etc. The Sub-subcontractor

must then acknowledge its acceptance of all subcontract terms in writing prior to the start of any work. Furthermore, a competent employee of this Subcontractor shall be present at all times when such Sub-subcontractor's work is being performed on this Project. This person shall not be changed without the Project Superintendent's approval.

- B. This Subcontractor is to provide adequate and proper safety protection for its personnel and equipment and shall strictly comply with all the rules and regulations of the Federal Occupational Safety and Health Act, all other applicable health and safety laws and regulations, and of the Erickson Construction, LLC Safety Program. Hard hats, thick soled shoes (not sneakers), full length pants and shirts are to be worn by all personnel employed on the job by this Subcontractor at all times. Payments may be withheld in the form of fines for violations as indicated at Exhibit G of this Subcontract. Accidents to personnel of this Subcontractor, no matter how minor, will be promptly reported in detail to the Project Superintendent and/or site safety officer within twenty four (24) hours of the incident. Photographs must be taken by the Subcontractor of the accident location and copies of those and all applicable hospital reports must be submitted. Fines resulting to Erickson Construction LLC from acts of this Subcontractor for failure to comply with the safety regulations and requirements of OSHA and all other applicable health and safety laws and regulations, will be paid by this Subcontractor or deducted from its Subcontract amount as described elsewhere in the Subcontract. This Subcontractor and its sub-subcontractors shall provide a copy of its Safety Program to the Project Superintendent prior to commencing work at the project site. No cost extras or time extensions will be recognized for failure to meet the requirement.
- C. It is understood that there will be no increases recognized for Subcontract work, including unit prices due to escalation in labor, materials, and equipment costs incurred by this Subcontractor for the duration of this Project.
- D. It is understood that the Contractor shall not provide pay telephones for the use of the Subcontractor as outlined in Section B of this Subcontract (nor temporary electric, potable water or lighting for Subcontractor field offices). The Contractor does not guarantee that temporary utilities within the structure shall be available at all times and under all circumstances where it is required by the Subcontractor (i.e., service not available from utility, power outages, water or electric shut-downs required by construction activities, accidents, etc. beyond the Contractor's control). This Subcontractor shall provide all required temporary electric power, lighting, potable water and telephones required to perform the work of this Subcontract under such circumstances at no additional cost and shall not be granted any extension of contract time for delays incurred as a result of such occurrences.
- E. A non-resident Subcontractor entering into a contract with Erickson Construction, LLC under which tangible personal property will be consumed or used within Colorado must provide Erickson Construction, LLC with proper and sufficient evidence that they have deposited five percent (5%) of this total contract with the State Commissioner and/or provide evidence of an equivalent bond. No final payments shall be made in advance of the Subcontractor fulfilling this requirement.

EC: Sub:

Erickson construction, LLC

Contract Change Order

Project: Wind Crest Community Building 2.0

Change Order Number: REG-

)1

Project Address:

2975 Summer Wind Lane

Highlands Ranch, CO 80129

From:

Andrew Gordon

Wind Crest Community Building

2.0

Erickson Construction, LLC. 2975 Summer Wind Lane Highlands Ranch, CO, 80129 To: Sergio Luciani

Regional Construction Resources, Inc.

5600 NW Central, Suite 100

Houston, TX, 77092 (713) 789-5131

Date:

02/09/2009

Contract For: Structural Steel (Sub)

Description:

ASI#1 and Tax

Cost Code: 051000-48400

Name	Cost
sales tax not included in contract	\$14,584.00
ASI#1 costs for extra steel	\$30,056.00

Original Contract:	£420,007,00
Previous CCO's:	\$429,997.00
This CCO:	\$0.00
	\$44,640.00
Total Contract:	\$474.637.00

ccgiona	Construction Resources, Inc.	Erickson	Construction, LLC.
Signed:	Spoken	Signed:	Santo
By:	Sergio Luciani, Owner	Ву:	David Tague, VP of



INVOICE

April 15, 2009

Invoice No 748-5

Erickson Construction L.L.C 3330 W. County Line Rd Highlands Ranch, CO. 80129

Attn: A Gordon

Re: Windcrest Highland Ranch CB2.0

Net 30 Days

R.C.R.I. NO. 4046

Description of items invoiced:

Balance to Finish	\$ 2,720.00
Current Amount Due This Invoice	\$ 42,100.00
Current Amount Due Incl. 3% Sales Tax	\$ 42,100.00
Less Previous Invoices	\$ 429,637.00
Total Completion to Date	\$ 471,737.00
Contract Sum to Date	\$ 474,457.00
PENDING CHANGE ORDERS	\$ -180.00
Change Order #1	\$ 44,640.00
Original Contract Sum	\$ 429,997.00

THANK YOU FOR THIS NICE ORDER.

SUB	SUBCONTRACT SCHEDULE OF VALUES								,
Subcontr	Subcontractor: Regional Construction Resources Inc.	oul agent				PAGE	E 1 OF 1 PAGES	SES	•
		١١٠٣٥, ١١١٠.				Application No:	9		
Project Name:	ame: Wind Creet CB 2 0 Highloods Board CO	0 10 10 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0				Application Date:	4/15/2009		
		nus Ranch CO				Period From:	2/1/2009		
						Period To:	4/30/2009		
						Job No:			
A	a					Vendor No:			
	0	ပ	۵	Ξ	L.	ပ		I	
He No			Work	ŭ		Total Complete			
	Description of Work	Scheduled Value	Previous	Work in	Stored	and Stored to		Balance to	Retainage
			Applications	Place	Materials	Date	%	Finish)
+	Dotailing		(D+E)	this Period	(not in D or E)	(D+E+F)		(O-O)	
- (Anchor	00.000,09	00.000,09	0.00	00.00	00'000'09	100%	0.00	0.6
, ,	Alicifor Bolts and Embeds	35,000.00	35,000.00	0.00	00.00	35,000.00	100%	00:00	0.00
,	Structural Steel	294,997.00	289,997.00	5,000.00	00.00	294,997.00	100%	00:0	0.00
f u	Miscellaneous	40,000.00	0.00	40,000.00	00.00	40,000.00	100%	0.00	0.00
0	Change Order #1	44,640.00	44,640.00	00.00	00:0	44,640.00	100%	00.0	0.00
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07		0.00	00:00	0.00	00.0	00.0	%0	00.0	00.0
7.1		0.00	00:00	00:0	00.00	00.0	%0	00.0	00.0
22		0.00	00:00	00.00	00.00	00:0	%0	00:0	00.0
23		0.00	0.00	00.00	0.00	00.0	%0	00.00	0.00
TOTAL		474,457.00	429,637.00	42,100.00	0.00	471,737.00	99.43%	2,720.00	0.00

¥

"EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

Sub: Regional Construction Resources, Inc. Cost Code: 554-RB1.1 48400-05-1000

. Job:	: 554-CB2.0 NT NO: <u>5</u>
Original Contract Amount	\$ 429,997.00
2. Change Orders Issued to Date (Thru C.O. #)	\$ 44,460.00 INCL PENDING CHANGE ORDERS
3. Contract Sum to Date (Line 1 + 2)	\$ 474,457.00
4. Total Complete and Stored to Date	\$ 471,737.00
5. Less Retainage (10 %)	\$ 0.00
6. Total Earned to Date Retainage (Line 4-5)	\$ 471,737.00
7. Less Previous Requisitions	\$ -429,637.00
8. Payment Due this Period (Line 6-7)	\$ 42,100.00 INCL 3% SALES TAX
	
Change Order has been issued by Erickson Const	Date: 4/15/09 wher) e included as part of the Original Contract amount or for which a ction L.L.C. Please provide a list of any outstanding claims for
additional costs or pending extras.	TO BE COMPLETED BY PROJECT MANAGER
NOTES:	RETAINAGE RELEASE
•	PROGRESS BILLING
	RETAINAGE HELD
	TOTAL AMOUNT DUE
	PROJECT NUMBER 554-CB-2.0
	COST CODE 48400-05-1000
	APPROVED BY
	APPROVED DATE
FINAL PAYMENT PUNCH LIST COMPLETEDYESNO	
WARRANTY COMPLETEDYESNO ATTIC STOCK DELIVEREDYESNO	FOR ACCOUNTING USE ONLY
Q&M (CLOSEOUT BOOK-DEL) YES NO	DATE RECEIVED
CHANGE ORDERS COMPLETED YES NO	REVIEWED BY

EC_____ Sub: ____

"EXHIBIT "E"

CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

STATE OF: TEXAS COUNTY OF: HARRIS TO:	Original Contract Amount: Approved Change Orders: Adjusted Contract Amount Complete to Date: Retention: Total Eamed (Less Retention) Previous Payments: Current Payment: Contract Balance: (Title Insurer) (Lender)	\$ \$429,997.00 \$ \$44,460.00 \$ \$474,457.00 \$ \$471,737.00 \$ \$0.00 \$ \$471,737.00 \$ -\$429,637.00 \$ \$42,100.00 \$ \$2,720.00	INCL PENDING CHANGE ORDERS
The UNDERSIGNED being duly swom states that h	(Owner) (Contractor)		
of Regional Construction Resources, Inc. (firm) who I	has a contract with Erickson Cons	struction L.L.C.	
for furnishing Structural and Miscellaneous Steel and Er	rection for the improvements being	g erected on	
real estate known and identified as Wind Crest CB 2.0	located in Highlands Ranch		
County, State of CO and owned by		•	
The UNDERSIGNED for and in consideration o (42,100.00) in payment of invoice or application dated 0 and other good and claims of right of lien on the aforeme or other consideration due or to become due on account furnished prior to	4/15/09 entioned property and improvemer of labor or services, materials, fix on stated above. If the contract status set forth above, and suppliers employed by him hat none of such labors, subcontract escribed real estate or the improve on request, the undersigned shall list status, in CTI form F-3926- Cont	nts thereon, and on monies tures or apparatus heretof e is an accurate statemen have been paid all sums pr tors or suppliers is or will a ments thereon for labor of st the name of each of his	s fore t and no reviously be r materials
Signed this 15 th day of APRIL 2009	Regional Construction Contractor/Supplier/S		-
	Sergio Luciani, Presid	ent	-
signed and sworn to before me this 15th day of APRIL 2			
My commission Expires: 6-16-2011	Stacy A. Lewcun,	WWW Notary Public	-
Page 1 of 1			Sales Die
	EC	Sub:	SATOFIENS STACY A LENGTH STACK A LEN

CONTRACTOR 1 PAGES ARCHITECT (Attach explanation if amount certified differs from the amount applied. Initial all figures on this in accordance with the Contract Documents, that all amounts have been paid by the Contractor gressed ar indicated, the quality Distribution to information and belief the Work covered by this Application for Payment has been completed OWNER fid the Cooractor is entitled to for Work for which previous Certificates for Payment were issued and payments received Ö Servation and the data r that to the best of the The undersigned Contractor certifies that to the best of the Contractor's knowledge, PAGE 1 15-Apr-09 HARRIS APRIL Architect's knowledge, information and beaux of the Work is in accordance with the Contract pooung the Contract pooung of the Work is in accordance with the Wor INETACY A. "III. from the Owner, and that current payment shown herein is now due. 15 day of Date: County of: CONTRACT DATE: comprising the application, the Architect ceresties to the APPLICATION No: In accordance with the Contract Documents, Fases on on AIA DOCUMENT G702 ARCHITECT'S CERTIFICATE PROJECT No: PERIOD TO: 16/2011 AMOUNT CERTIFIED Sergio Lucianl, President Windcrest CB 2.0 Subscribed and sw CONTRACTOR: My Commission Notary Public: APPLICATION AND CERTIFICATION FOR PAYMENT TO OWNER: ERICKSON Construction, L.L.C. 429,997.00 471,737.00 VIA ARCHITECT: \$474,457.00 \$0.00 (\$429,637.00)\$44,460.00 \$471,737.00 \$2,720.00 \$42,100.00 DEDUCTIONS CONTRACTOR'S APPLICATION FOR PAYMENT PROJECT: Application is made for payment, as shown below, in connection with the Contract. 6. TOTAL EARNED LESS RETAINAGE..... 4. TOTAL COMPLETED & STORED TO DATE..... 2. Net change by Change Orders CONTRACT SUM TO DATE (Line I ± 2)..... 8. CURRENT PAYMENT DUE INCLUDES 3% SALES TAX..... \$0.00 BALANCE TO FINISH, INCLUDING RETAINAGE..... ADDITIONS PAYMENT (Line 6 from prior Certificate) 5600 Northwest Central Drive, Ste. 100 ORIGINAL CONTRACT SUM..... Regional Construction Resources Continuation Sheet, AIA Document G703, is attached. Total in Column I of G703) 7. LESS PREVIOUS CERTIFICATES FOR 703 Maiden Choice Lane Total Retainage (Lines 5a + 5b) or CHANGE ORDER SUMMARY Houston, TX 77092 Baltimore, MD 21228 CONTRACT FOR: Structural Steel of Stored Material. . . a. of Completed Work. (Column D + E on G703) (Line 4 Less Line 5 Total) (Column F on G703) (Line 3 less Line 6) FROM CONTRACTOR: (Column G on G703) Fotal changes approved RETAINAGE:

,

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

\$0.00

NET CHANGES by Change Order

Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

\$0.00 \$0.00 \$0.00

\$0.00 \$0.00

in previous months by Owner

Total approved this Month

TOTALS

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without

prejudice to any rights of the Owner or Contractor under this Contract.



INVOICE

January 15, 2009

Invoice No 748-4REV

Erickson Construction L.L.C 3330 W. County Line Rd Highlands Ranch, CO. 80129

Attn: A Gordon

Re: Windcrest Highland Ranch CB2.0

Net 30 Days

R.C.R.I. NO. 4009

Description of items invoiced:

Original Contract Sum Change Order #1 Contract Sum to Date Total Completion to Date	\$ \$	429,997.00 44,640.00 474,637.00
Contract Sum to Date Total Completion to Date	-	_
	ø	
	\$	429,637.00
Less Previous Invoices	\$	331,000.00
Current Amount Due Incl. 3% Sales Ta	ix \$	98,637.00
Current Amount Due This Invoice	\$	98,637.00

THANK YOU FOR THIS NICE ORDER.

0.00	45,000.00	90.52%	429,637.00	0.00	98,637.00	331,000.00	4/4,63/.00		TOTAL
0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00		25
0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00		24
0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00		23
0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00		22
0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00		21
0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00		20
0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00		19
0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00		18
0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00		17
0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00		16
0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00		(15
0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00		14
0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00		13
0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00		12
0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00		
0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00		
0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00		9
0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00		ο
0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00		7
0.00	0.00	0%	0.00	0.00	0.00	0.00	0.00		6
0.00	0.00	100%	44,640.00	0.00	44,640.00	0.00	44,640.00	Change Order #1	
0.00	40,000.00	0%	0.00	0.00	0.00	0.00	40,000.00	Miscellaneous	
0.00	5,000.00	98%	289,997.00	0.00	53,997.00	236,000.00	294,997.00	Structural Steel	3
0.00	0.00	100%	35,000.00	0.00	0.00	35,000.00	35,000.00	Anchor Bolts and Embeds	
0.00	0.00	100%		0.00	0.00	60,000.00	60,000.00	Detailing	-
	(C-G)	į	(D+E+F)	(not in D or E)	this Period	(D+E)			
Retainage	Balance to	%	and Stored to Date	Stored Materials	Work in Place	Applications	Scheduled Value	Description of Work	item No.
			Total Complete		၂ဂ	Work			•
_	Н		ဝ	П	т	D	C	Œ	A
			Vendor No:						
			Job No:						
		1/25/2009	Period To:						
		12/1/2008	Period From:				Wind Crest CB 2.0 Highlands Ranch CO		Project Name:
		1/15/2009	Application Date:						
		4REV	Application No:				Resources, Inc.	Subcontractor: Regional Construction Resources, Inc.	Subcontrac
	3ES	PAGE 1 OF 1 PAGES	PAG				VALUES	SUBCONTRACT SCHEDULE OF VA	SUBCO

APPLICATION AND CERTIFICATION FOR PAYMENT	ICATION FOR	R PAYMEN	AIA DOCUMENT G702 PAGE 1 OF 1 PAGES
TO OWNER: ERICKSON Construction, L.L.C.		•	APPLICATION No: 4REV Distribution to:
703 Maiden Choice Lane Baltimore, MD 21228	3	PROJECT:	Windcrest CB 2.0 OWNER ARCHITECT
FROM CONTRACTOR:	≤	VIA ARCHITECT:	PERIOD TO: 1/25/09 CONTRACTOR
Regional Construction Resources	es		
5600 Northwest Central Drive, Ste. 100	Ste. 100		PROJECT No:
Houston, TX 77092			CONTRACT DATE:
CONTRACTOR'S APPLICATION FOR PAYMENT	ION FOR PA	YMENT	CONTRACTUATE
Application is made for payment, as shown below, in connection with the Contract ntinuation Sheet, AIA Document G703, is attached.	n connection with the Co xd.	intract.	The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which president Contractor for Work for which president Contractors.
ORIGINAL CONTRACT SUM		429,997.00 \$44,640.00	from the Owner, and that current payment shown herein is now due.
3. CONTRACT SUM TO DATE (Line 1 ± 2)		\$474,637.00	CONTRACTOR:
		127,007.00	By: Date:
a. of Completed Work	\$0.00		Cou
b. of Stored Material(Column F on G703)			Notary Public: Of Wall And Mary Public Williams Commission expires: 6/18/2014 100 ARY Public Williams
Total in Column I of G703)	: : !	\$0.00	ARCHITECT'S CERTIFICATE FOR PAYMENT
 TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) LESS PREVIOUS CERTIFICATES FOR 		\$429,637.00	In accordance with the Contract Documents, passet on appoint other data comprising the application, the Architect sertifies to the best of the Architect's knowledge, information and before the Month has participated the quality architect's knowledge, information and before the Month has participated as indicated the quality.
PAYMENT (Line 6 from prior Certificate)	ALES TAX	(\$331,000.00) \$98,637.00	of the Work is in accordance with the Contract Doutantents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.
(Line 3 less Line 6)	 		AMOUNT CERTIFIED
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS	(Attach explanation if amount certified differs from the amount applied. Initial all figures on this
Total changes approved in previous months by Owner	\$0.00	\$0.00	Application and on the Continuation Sheet that are changed to conform to the amount certified.) ARCHITECT:
Total approved this Month	\$0.00	\$0.00	By: Date:
TOTALS	\$0.00	\$0.00	This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the
NET CHANGES by Change Order	\$0.00		Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

:

"EXHIBIT "E"

CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

•	ginal Contract Amount: \$\$429,997.00
	proved Change Orders: \$ \$44,640.00
_ -	usted Contract Amount \$ \$474,637.00
	mplete to Date: \$ \$429,637.00
	ention: \$ \$0.00 at learned (Less Retention) \$ \$429,637.00
	vious Payments: \$\$331,000.00 Tent Payment: \$ \$98,637.00 INCL. 3% SALES TAX
	ntract Balance: \$ \$45,000.00
	le Insurer)
,	nder)
,	vner) ntractor)
· · · · · · · · · · · · · · · · · · ·	•
The UNDERSIGNED being duly sworn states that he is the	e President (title)
of Regional Construction Resources, Inc. (firm) who has a	contract with Erickson Construction L.L.C.
for furnishing Structural and Miscellaneous Steel and Erection	for the improvements being erected on
real estate known and identified as Wind Crest CB 2.0 locat	ed in Highlands Ranch
County, State of COand owned by	•
and other good and claims of right of lien on the aforementione or other consideration due or to become due on account of lab furnished prior to, 20 <u>08</u> , except for the retention sta	or or services, materials, fixtures or apparatus heretofore
other sums are claimed, that all laborers, subcontractors, and due and all current sums due out of this payment and that non-	ed real estate or the improvements thereon for labor or materials lest, the undersigned shall list the name of each of his list, in CTI form F-3926- Contractors and Subcontractors
Signed this 15 th day of JANUARY 2009	Regional Construction Resources Inc. Contractor/Supplier/Subcontractor
Ву:	Sergio Luciani, President
igned and sworn to before me this 15th day of JANUARY 20	OTARY OF THE STARY
Ny commission Expires: 6-16-2011	Stacy A. Lewcun, Notary Publice EC Sub:
Page 1 of 1	TO OF TEXAS
	EC Sub:

R PAYMENT

EC_____ Sub: ____

"EXHIBIT "

APPLICATION AND CERTI

FROM:	PRICKSON Construction, L.L.C. 703 Maiden Choice Lane Baltimore, MD 21228 Regional Construction Resources, Inc.	PROJECT: January 15, PROJECT: 554-CB2.0 Job: APPLICANT NO: PERIOD TO:	4REV 1/25/2009		
1.	Original Contract Amount		\$ 429,997.00		
2.	Change Orders Issued to Date (Thru O	C.O. #)	\$ 44,640.00		
3.	-	•	\$ 474,637.00		
4.		•	\$ 429,637.00		
5.		0 %)	\$ 0.00		
6.	Total Earned to Date Retainage (Line	<u> </u>	\$ 429,637.00		
7.	Less Previous Requisitions	•	\$ -331,000.00		
8.	Payment Due this Period (Line 6-7)		\$ 98,637.00 INCL 3%	SALES TAX	
material f	ACTOR: By: (Officer, General Pasergio Luciani, President Payment will be made for only those co	artner, or Owner) ent osts which are included as part	Date: 1/2	is due. 15/09 or for which a	
	Change Order has been issued by Erick additional costs or pending extras.	cson Construction L.L.C. Pleas			
NOTES:			TO BE COMPLETED BY PRO	DJECT MANAGER	
			RETAINAGE RELEASE		
			PROGRESS BILLING		
			RETAINAGE HELD		
			TOTAL AMOUNT DUE		
			PROJECT NUMBER	554-CB-2.0	
			COST CODE	48400-05-1000	
			APPROVED BY		
	INAL PAYMENT		APPROVED DATE		
	T COMPLETEDYESNOYESNO		FOR ACCOUNTING	LISE ONLY	
ATTIC STO	CK DELIVERED YES NO		POR ACCOUNTING	USE UNL I	
	SEOUT BOOK-DEL)YESNO RDERS COMPLETEDYESNO		DATE RECEIVED		
		ı	ACTION OF		



INVOICE

November 18, 2008

Invoice No 748-3

Erickson Construction L.L.C 3330 W. County Line Rd Highlands Ranch, CO. 80129

Attn: A Gordon

Re: Windcrest Highland Ranch CB2.0

Net 30 Days

R.C.R.I. NO. 3990

Description of items invoiced:

Original Contract Sum	S	429,997.00
Change Order #1	Š	52,675.00
Contract Sum to Date	Š	482,672.00
Total Completion to Date	\$	331,000.00
Less Previous Invoices	\$	95,000.00
Current Amount Due Incl. 3% Sales Tax	\$	236,000.00
Current Amount Due This Invoice	\$	236,000.00

THANK YOU FOR THIS NICE ORDER.

SUBC	SUBCONTRACT SCHEDULE OF VALUES	LUES					PAGE 1 OF 1 PAGES	3ES	
Subcontra	Subcontractor : Regional Construction Resources, Inc.	Resources, Inc.				Application No:	3		
Project No						Application Date:	11/18/2008		
roject Name:		Wind Crest CB 2.0 Highlands Ranch CO				Period From:	11/1/2008		
						Period To:	11/25/2008		!
						Job No: Vendor No:			
A	В	O	٥	3	L	ອ		Ī	-
			Work	k Complete		Total Complete			
Item No.	Description of Work	Scheduled Value	Previous	Work in	Stored	and Stored to		Balance to	Retainage
			Applications	Place	Materials	Date	%	Finish	l
			(D+E)	this Period	(not in D or E)	(D+E+F)		(C-G)	
	Detailing	60,000.00	60,000.00	0.00	0.00	00.000'09	100%	00.0	0.00
2	Anchor Bolts and Embeds	35,000.00			00.00	00 [.] 000'5£	100%	00.0	0.00
3	Structural Steel	294,997.00		236,000.00	00.00	236,000.00	%08	58,997.00	0.00
4	Miscellaneous	40,000.00		00.0	00.00	00:0		40,000.00	0.00
5	Change Order #1	52,675.00	00'0	00.0	00.0	00.0	%0	52,675.00	0.00
9		0.00	00'0	00.00	00.00	00:0	%0	00.0	0.00
7		0.00	00.00	0.00	00.00	00.00	%0	00.0	00.0
8		0.00	0.00		00'0	00.0	%0	00'0	00.0
9		0.00	00'0	00.0	00.00	00:0	%0	00.0	0.00
10		00.00	00'0	00.0	00.00	00.0	%0	00.0	0.00
11		00.00	00.00	00.0	0.00	00.0		00.0	0.00
12		0.00	00.00	00.0	0.00	00.0	%0	00.00	0.00
13		00'0			00.0		į	00.0	0.00
14		0.00	00'0		00.00	00.0	%0	00.0	0.00
15		0.00	00'0	00.0	00.00	00:0	%0	00.0	و
16		0.00	00.00		00.00	0.00	%0	00.0	ر. ا
17		00.00	00.0		00.0	00.0	%0	00.0	0.00
18		00.00	00.0	00.0	00.00	00.0	%0	00.0	0.00
19		0.00	00'0	00.00	00.0	00.0	%0	00.0	0.00
20		00.0	00.0	00.0	00.0	00.0	%0	00.0	00.0
21		00.0	00'0	00.00	00.00	00'0	%0	00.0	00.0
22		00'0	00'0	00.00	00.00	00.0	%0	00.0	0.00
23		00'0	00'0	00.0	00.00	00'0	%0	00.00	0.00
24		00.00	00'0	00.0	00.0	00.0	%0	00.0	0.00
25		00'0	00'0	00.0	00.0		%0	00.0	0.00
TOTAL		A82 C72 OA	00 000 30	00000000	000	234 000 00	7002 03	00 010 707	

CONTRACTOR OF 1 PAGES ARCHITECT Distribution to: OWNER PAGE 1 PERIOD TO: 11/18/08 CONTRACT DATE: APPLICATION No: AIA DOCUMENT G702 PROJECT No: Windcrest CB 2.0 APPLICATION AND CERTIFICATION FOR PAYMENT TO OWNER: ERICKSON Construction, L.L.C. VIA ARCHITECT: PROJECT: 5600 Northwest Central Drive, Ste. 100 Regional Construction Resources ERICKSON Construction, L.L.C. 703 Maiden Choice Lane Baltimore, MD 21228 Houston, TX 77092 CONTRACT FOR: Structural Steel FROM CONTRACTOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached. in accordance with the Contract Documents, that all amounts have been paid by the Contractor

for Work for which previous Certificates for Payment were issued and payments received

from the Owner, and that current payment shown herein is now due.

information and belief the Work covered by this Application for Payment has been completed

The undersigned Contractor certifies that to the best of the Contractor's knowledge,

_:	1. ORIGINAL CONTRACT SUM	
7		
æ.		
4.		
5.	5. RETAINAGE:	
	a. of Completed Work \$0.00	
	(Column D + E on G703)	

(Column D + E on G703)	
b. of Stored Material	
(Column F on G703)	
Total Retainage (Lines 5a + 5b) or	
Total in Column I of G703)	\$0.00
6. TOTAL EARNED LESS RETAINAGE	\$331,000,00
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR	
PAYMENT (Line 6 from prior Certificate)	(00 000 \$6\$)
8. CURRENT PAYMENT DUE INCLUDES 3% SALES TAX	\$236,000,00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$151,672,00
**************************************	22.4.2.4

CONTRACTOR: By: Date: 18-Nov-08	State of: Subscribed and Adm to before me this	EZOTI S. C.	ARCHITECT'S CERTIFICATE FOR PAYMENT	In accordance with the Contract Documents passed on the street of the Vations and the data comprising the application, the Architect certified the following that to the best of the Architect's knowledge information of the certified the following the compression of the compressio	of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.	AMOUNT CERTIFIED\$	
\$482,672.00 331,000.00			\$0.00	\$331,000.00	\$236,000.00	\$131,0/2.00	
	20.00				3% SALES TAX		
?) DATE.	:	.! :		:	ate)		1

CHANGE ORDER SUMMARY	ADDITIONS	DEDITOTIONS	(442.ch
	CHOILING	DEDUCTIONS	(Allach explanal
Total changes approved			Application and
in previous months by Owner	\$0.00	80.00	ARCHITECT
Total approved this Month	\$0.00	80.00	Bv:
TOTALS	\$0.00	80.00	This Certificate
			Contractor name
NET CHANGES by Change Order	\$0.00		prejudice to any

(Line 3 less Line 6)

ttion if amount certified differs from the amount applied. Initial all figures on this t on the Continuation Sheet that are changed to conform to the amount certified.)

is not negotiable. The AMOUNT CERTIFIED is payable only to the ed herein. Issuance, payment and acceptance of payment are without rights of the Owner or Contractor under this Contract.

"EXHIBIT "E"

CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

STATE OF: TEXAS	Original Contract Amount: Approved Change Orders:	\$ <u>\$429,997.00</u>	
COUNTY OF: HARRIS	Adjusted Contract Amount	\$ <u>\$52,675.00</u> \$\$482,672.00	
	Complete to Date:	\$ \$331,000.00	•
	Retention:	\$ \$0.00	
	Total Earned (Less Retention)	\$ \$331,000.00	
	Previous Payments:	\$ -\$95,000.00	
	Current Payment:		. 3% SALES TAX
	Contract Balance:	\$ \$151,672.00	, 3% SALES TAX
TO:	(Title Insurer)		
	(Lender)		
	(Owner)		
	(Contractor)		
The UNDERSIGNED being duly sworn states that	he is the President (title)		
of Regional Construction Resources, Inc. (firm) wh		and a standard and a	
for furnishing Structural and Miscellaneous Steel and		ing erected on	
real estate known and identified as Wind Crest CB 2			
County, State of CO and owned b	DY		
in payment of invoice or application dated 11/18/2008 and other good and claims of right of lien on the aforer or other consideration due or to become due on accoufurnished prior to, 2008, except for the reter	mentioned property and improvem int of labor or services, materials,	ents thereon, and on monies fixtures or apparatus heretofore	
The UNDERSIGNED, respectfully warrants the other sums are claimed, that all laborers, subcontractor due and all current sums due out of this payment and the entitled to claim or assert any claim against the above furnished to or for the account of the undersigned. (Upsubcontractors, and suppliers, with contract and payment Affidavit, attach same hereto and upon request furnish	rs, and suppliers employed by hin that none of such labors, subcontr described real estate or the impro oon request, the undersigned shal ent status, in CTI form F-3926- Co	n have been paid all sums previo actors or suppliers is or will be vements thereon for labor or mat I list the name of each of his	usly
Signed this 18 th day of NOVEMBER 2008	Regional Constructio Contractor/Supplier/S	n Resources, Inc.	
	By: Sergio Luciani, Presid	ACY A. LEW	
signed and sworn to before me this 18th day of NOVE	MBER 2008.	Notary Public Control	WHHHWW
My commission Expires: 6-16-2011	Stacy A. Lewcun	, Notary Public 76-2011	<i>5</i>
Page 1 of	1	· · · · · · · · · · · · · · · · · · ·	
	EC	Sub: (S)	

"EXHIBIT D"APPLICATION AND CERTIFICATE FOR PAYMENT

TO:	ERICKSON Construction, L.L.C.	DATE: November 18,	2008	
	703 Maiden Choice Lane Baltimore, MD 21228	PROJECT: 554-CB2.0		
FROM:	Regional Construction Resources, Inc.	Job: APPLICANT NO: PERIOD TO:	3 11/25/2008	
1.	Original Contract Amount		\$429,997.00	
2.	Change Orders Issued to Date (Thru C	.O.#)	\$52,675.00	
3.	Contract Sum to Date (Line 1	+ 2)	\$ 482,672.00	
4.	Total Complete and Stored to Date		\$ 331,000.00	
5.	Less Retainage (1	<u>0</u> %)	\$ 0.00	
6.	Total Earned to Date Retainage (Line	4-5)	\$ 331,000.00	
7.	Less Previous Requisitions		\$ -95,000.00	
8.	Payment Due this Period (Line 6-7)		\$ 236,000.00 INCL 3%	SALES TAX
SUBCON	NTRACTORS AFFIDAVIT & RELEASI	E OF LIEN:		
	ACTOR: By: (Officer, General Pa	rtner, or Owner)		18/08
Note:	Payment will be made for only those co Change Order has been issued by Ericks additional costs or pending extras.	sts which are included as part son Construction L.L.C. Please	provide a list of any outstanding	claims for
NOTES:			TO BE COMPLETED BY PRO	DJECT MANAGER
			RETAINAGE RELEASE	
			PROGRESS BILLING	
			RETAINAGE HELD	
			TOTAL AMOUNT DUE	
			PROJECT NUMBER	554-CB-2.0
			COST CODE	48400-05-1000
			APPROVED BY	
	NAL PAYMENT		APPROVED DATE	
	COMPLETEDYESNOYESNOYESNO		FOR ACCOUNTING	
	K DELIVEREDYESNO		FOR ACCOUNTING I	USE ONLY
	EOUT BOOK-DEL)YESNO DERS COMPLETEDYESNO		DATE RECEIVED REVIEWED BY	
			CALCALLED DI	
			EC	Sub:



INVOICE

October 17, 2008

Invoice No 748-2

Erickson Construction L.L.C 3330 W. County Line Rd Highlands Ranch, CO. 80129

Attn: A Gordon

Re: Windcrest Highland Ranch CB2.0

Net 30 Days

R.C.R.I. NO. 39

Description of items invoiced:

Balance to Finish	\$	387,672.00
Current Amount Due This Invoice	\$	35,000.00
Current Amount Due Incl. 3% Sales Tax	>	35,000.00
200,000	\$	60,000.00
101at Due Less Previous Invoices	\$	95,000.00
Total Completion to Date Total Due	\$	95,000.00
Contract Sum to Date	\$	482,672.00
Change Order #1	\$	52,675.00
Original Contract Sum	\$	429,997.00

THANK YOU FOR THIS NICE ORDER.

SUBC	SUBCONTRACT SCHEDULE OF VALUES	LUES							
Subcontr	Subcontractor: Regional Construction Resource Inc.	Posoniros Inc				PAGE	3E 1 OF 1 PAGES	SES	
		resources, inc.				Application No:	2		
Project Name:		Wind Crest CB 2.0 Highlands Panch CO				Application Date:	10/17/2008		
		"ginalius Nalicii CO				Period From:	8/25/2008		
						Period To:	10/25/2008		
						Job No:			
A	8					Vendor No:			
		,	n	E	щ	၅		Ŧ	_
Item No.	Description of Work	Scheduled Value	Work	K Complete	7	Total Complete			
			Applications	Disco		and Stored to	·	Balance to	Retainage
			(D+E)	this Period	(not in D or F)	Date (D+F+F)	%	Finish	
	Detailing	60,000.00	00'000'09	00.0	0.00	00.000,09	100%	(5-5)	Ĉ
4 6	Anchor Boits and Embeds	35,000.00	00'0	35,000.00	00.00			00.00	000
, ,	Missell Steet	333,614.00	0.00	0.00	00.0	00:00		333,614,00	00.0
, ,	Wiscellaneous	40,000.00	00:00	00.0	00.0	00.0	%0	40.000.00	0.00
9		14,058.00	0.00	0.00	00.00	00'0	%0	14,058.00	00.0
2		0.00	0.00	00.0	00.00	00.0	%0	0.00	00.0
- 0		0.00	0.00	00.00	00.00	00.0	%0	0.00	0.00
٥٥		0.00	0.00	00.0	00.00	00.0	%0	0.00	0.00
10		0.00	0.00	0.00	00.00	00.0	%0	0.00	0.00
5 4		0.00	0.00	00.00	00.00	00.0	%0	0.00	0.00
3		0.00	0.00	00.0	0.00	00.0	%0	0.00	0.00
, E		0.00	0.00	00.0	00'0	00.0	%0	00.00	0.00
14		0.00	0.00	0.00	0.00	00.0	%0	0.00	0.00
15		0.00	0.00	00.0	0.00	00.0	%0	0.00	0.00
9 9		0.00	0.00	00.00	0.00	00.0	%0	0.00	0.00
17		0.00	0.00	0.00	00.00	00.0	%0	00.0	
18		0.00	0.00	0.00	00.00	00.00	%0	00.0	00.0
19		0.00	0.00	00.0	0.00	0.00	%0	00'0	00.0
20		0.00	0.00	00.00	0.00	0.00	%0	00.00	0.00
27		0.00	0.00	00.0	0.00	00'0	%0	00.0	0.00
22		0.00	0.00	00.00	0.00	0.00	%0	00.0	0.00
22		0.00	0.00	00.00	0.00	0.00	%0	00.0	0.00
27		0.00	0.00	00.00	0.00	00'0	%0	00.0	0.00
25		0.00	00.0	0.00	0.00	00.0	%0	00.0	0.00
TOTAL		0.00	0.00	00:00	0.00	00.0	%0	00.00	0.00
10101		482,672.00	60,000.00	35,000.00	0.00	95,000.00	19.68%	387,672.00	0.00

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"EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

TO:	ERICKSON Construction, L.L.C. 703 Maiden Choice Lane	DATE: October 17	, 2008					
	Baltimore, MD 21228	PROJECT: 554-CB2.0	-					
FROM:	Regional Construction Resources, Inc.	Job:						
i icolvi.	regional construction resources, inc.	APPLICANT NO: PERIOD TO:	10/25/2008					
			10/25/2008					
1.	Original Contract Amount		\$429,997.00					
2.	Change Orders Issued to Date (Thru C	.O.#)	\$52,675.00					
3.	Contract Sum to Date (Line 1	+ 2)	\$482,672.00					
4.	Total Complete and Stored to Date		\$ 95,000.00					
5.	Less Retainage (1	<u>0</u> %)	\$ 0.00					
6.	Total Earned to Date Retainage (Line	4-5)	\$95,000.00					
7.	Less Previous Requisitions		\$60,000.00					
8.	Payment Due this Period (Line 6-7)		\$ 35,000.00 INCL 3%	SALES TAY				
				J. EDEO TIEN				
	VTRACTORS AFFIDAVIT & RELEASI							
The under accordance	rsigned Subcontractor certifies: (i) that the vice with the Contract Documents: (ii) that it to	work for which this payment re	quest is being submitted has bee	n completed in				
material fo	accordance with the Contract Documents; (ii) that it has paid its employees, sub-contractors, and material suppliers for all work and material for which Erickson Construction has paid previous requests for payment: (iii) that the amount of this invoice is due.							
			, was and another the mitolog	is due.				
CONTRA	ACTOR: By:	<u> </u>	Date: 10/1	17/08				
	(Officer, General Pai Sergio Luciani, Preside							
Man								
Note:	Payment will be made for only those cost Change Order has been issued by Ericks additional costs or pending output	sts which are included as part on Construction I. I. C. Place	of the Original Contract amount o	r for which a				
	additional costs or pending extras.	on Constitution L.L.C. Flease	provide a list of any outstanding	claims for				
NOTES:			TO BE COMPLETED BY PRO	JECT MANAGER				
			RETAINAGE RELEASE					
			PROGRESS BILLING					
			RETAINAGE.HELD					
			TOTAL AMOUNT DUE					
			PROJECT NUMBER	554-CB-2.0				
			COST CODE	48400-05-1000				
			APPROVED BY					
FIN	NAL PAYMENT		APPROVED DATE					
	COMPLETED YES NO		_					
	COMPLETEDYESNOYESNOYESNOYESNO		FOR ACCOUNTING L	ISE ONLY				
	OUT BOOK-DEL)YESNO		DATE RECEIVED					
MANGE URL	DERS COMPLETED YES NO		REVIEWED BY					

EC_____ Sub: ____

"EXHIBIT "E"

CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

STATE OF: TEXAS	Original Contract Amount: \$ \$429,997.00
COUNTY OF: HARRIS	Approved Change Orders: \$ \$52,675.00 Adjusted Contract Amount \$ \$482.672.00
	Complete to Date: \$ \\ \$482,672.00 \\ \$60,000.00
	Retention: \$ \$0.00
	Total Earned (Less Retention) \$ \$95,000.00
	Previous Payments: \$ -\$60,000 00
·	Current Payment: \$ \$35,000.00 INCL. 3% SALES TAX
	Contract Balance: \$ \$387,672.00
TO:	(Title Insurer)
	(Lender)
	(Owner)
	(Contractor)
The UNDERSIGNED being duly sworn states that he	is the President (title)
of Regional Construction Resources, Inc. (firm) who had	as a contract with Erickson Construction L.L.C.
for furnishing Structural and Miscellaneous Steel and Ere	ection for the improvements being created an
real estate known and identified as Wind Crest CB 2.0	located in Niethands Barrel
County Chata Com	
county, State of COand owned by	
and other good and claims of right of lien on the aforemen or other consideration due or to become due on account of furnished prior to	he contract status set forth above is an accurate statement and no and suppliers employed by him have been paid all sums previously none of such labors, subcontractors or suppliers is or will be
furnished to or for the account of the undersigned. (Upon a subcontractors, and suppliers, with contract and payment subcontract, attach same hereto and upon request furnish wait	equest, the undersigned shall list the name of each of his
Signed this 17 th day of OCTOBER 2008	Regional Construction Resources, Inc. Contractor/Supplier/Subcontractor
Ву	Sergio Lucidni, President
signed and sworn to before me this 17th day of OCTOBER	R 2008 <u>.</u> / / / / /
My commission Expires: 6-16-2011	Stacy A. Lewcun, Notary Public
Page 1 of 1	
	EC Sub:

APPLICATION AND CERTIFICATION FOR PAYMENT

9. BALANCE TO FINISH, INCLUDING RETAINAGE 8. CURRENT PAYMENT DUE INCLUDES 3% SALES TAX..... 7. LESS PREVIOUS CERTIFICATES FOR 6. TOTAL EARNED LESS RETAINAGE..... 5. RETAINAGE: 1. ORIGINAL CONTRACT SUM:.... Application is made for payment, as shown below, in connection with the Contract. CONTRACT FOR: Structural Steel NET CHANGES by Change Order FROM CONTRACTOR: in previous months by Owner CONTRACTOR'S APPLICATION FOR PAYMENT TO OWNER: Total approved this Month Total changes approved TOTAL COMPLETED & STORED TO DATE.. ontinuation Sheet, AIA Document G703, is attached CONTRACT SUM TO DATE (Line 1 ± 2) (Column G on G703) Total Retainage (Lines 5a + 5b) or CHANGE ORDER SUMMARY (Line 3 less Line 6) (Line 4 Less Line 5 Total) Total in Column I of G703)..... (Column D + E on G703) (Column F on G703) _ of Stored Material. of Completed Work Houston, TX 77092 5600 Northwest Central Drive, Ste. 100 Regional Construction Resources Baltimore, MD 21228 ERICKSON Construction, L.L.C. 703 Maiden Choice Lane ADDITIONS \$0.00 \$0.00 \$0.00 \$0.00 DEDUCTIONS VIA ARCHITECT: PROJECT: \$387,672.00 \$35,000.00 (\$60,000.00) \$95,000.00 \$482,672.00 \$52,675.00 429,997.00 95,000.00 \$0.00 \$0.00 \$0.00 \$0.00 prejudice to any rights of the Owner or Contractor under this Contract. Contractor named herein. Issuance, payment and acceptance of payment are without This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the (Attach explanation if amount certified differs from the amount applied. Initial all figures on this In accordance with the Contract Documents and the data comprising the application, the Architect certifies to the where the to the best of the Architect's knowledge, information and belief the work happy gressed as indicated, the quality Application and on the Continuation Sheet that are changed to conform to the amount certified.) of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED. My Commission Expire ARCHITECT'S CERTIFICATE FOR PAYMENT Subscribed and sy Notary Publica CONTRACTOR: in accordance with the Contract Documents, that all amounts have been paid by the Contractor information and belief the Work covered by this Application for Payment has been completed from the Owner, and that current payment shown herein is now due. for Work for which previous Certificates for Payment were issued and payments received The undersigned Contractor certifies that to the best of the Contractor's knowledge, Windcrest CB 2.0 Sergio Luciar AIA DOCUMENT G702 6/16/1911 PROJECT No: CONTRACT DATE PERIOD TO: 10/17/08 APPLICATION No: COMMUNITY HARRIS Date: Date: **OWTOBER** 17-Oct-08 PAGE 1 OF Distribution to: CONTRACTOR ARCHITECT OWNER 1 PAGES

.



INVOICE

August 19, 2008

Invoice No 748-Irev
Rensed August Draw

Erickson Construction L.L.C 3330 W. County Line Rd Highlands Ranch, CO. 80129

Attn: A Gordon

Re: Windcrest Highland Ranch CB2.0

Balance to Finish

Net 30 Days

R.C.R.I. NO. 3937

422,672.00

Description of items invoiced: Detailing and 3D model

		
Current Amount Due Incl. 3% Sales Tax	\$	60,000.00
Less Previous Invoices	\$	0.00
Total Due	\$	60,000.00
Total Completion to Date	\$	60,000.00
	\$	482,672.00
Contract Sum to Date	Þ	52,675.00
Original Contract Sum Change Order #1	P	429,997.00

THANK YOU FOR THIS NICE ORDER.

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			Vendor No:					В	>
			Job No:						
		8/25/2008	o:						
		8/1/2008	Period From:						•
		8/19/2008	Application Date:				Wind Crest CB 2.0 Highlands Banch CO		Project Name:
		1	Application No:				r Resources, IIIC.	G	
	GES	PAGE 1 OF 1 PAGES	PAC				Recourses inc	actor: Regional Construction Resources Inc	Subcontractor:
							LUES	SUBCONTRACT SCHEDULE OF VALUES	SUBC

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"EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

ro:	ERICKSON Construction, L.L.C. 703 Maiden Choice Lane	DATE: August 19	9, 2008	
	Baltimore, MD 21228	PROJECT: 554-CB2.0		
POM:	Pagional Comments P	Job:		
KOWI.	Regional Construction Resources, Inc.	APPLICANT NO: PERIOD TO:	1 0/25/2000	
		TERIOD TO.	8/25/2008	
-1.	Original Contract Amount		\$429,997.00	
2.	Change Orders Issued to Date (Thru C	C.O. #)	\$52,675.00	
3.	Contract Sum to Date (Line 1	+2)	\$ 482,672.00	
4.	Total Complete and Stored to Date		\$ 60,000.00	
5.	Less Retainage (1	0 %)	\$ 0.00	
6.	Total Earned to Date Retainage (Line			V 0 4 7 70 m
7.	Less Previous Requisitions		HICE 3	% SALES TAX
8.	Payment Due this Period (Line 6-7)		\$0.00	
	Line 6-7)		\$60,000.00	
e under cordanc aterial fo	rsigned Subcontractor certifies: (i) that the ce with the Contract Documents; (ii) that it or which Erickson Construction has paid pr		ontractors, and material suppliers (iii) that the amount of this invoice	s for all work and e is due.
ne under cordance aterial fo	ACTOR: By: (Officer, General Pa	revious requests for payment:	ontractors, and material suppliers (iii) that the amount of this invoice Date: 10	s for all work and e is due.
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"EXHIBIT "E"

CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

	Original Contract Amount: \$ \$429,997.00 Approved Change Orders: \$ \$52,675.00 Adjusted Contract Amount \$ \$482,672.00 Complete to Date: \$ \$60,000.00 Retention: \$ \$0.00 Total Earned (Less Retention) \$ \$60,000.00 Previous Payments: \$ \$0.00 Current Payment: \$ \$60,000.00
TO:	Contract Balance: \$ \$\frac{3\chi_{505.00}}{\$422,672.00}\$ (Title Insurer) (Lender) (Owner) (Contractor)
The UNDERSIGNED being duly sworn states that he of Regional Construction Resources, Inc. (firm) who has for furnishing Structural and Miscellaneous Steel and Ere	as a contract with <u>Erickson Construction L.L.C.</u>
real estate known and identified as Wind Crest CB 2.0 le County, State of CO and owned by	ocated in Highlands Ranch
and other good and claims of right of lies on the aforement	tioned property and improvements thereon, and on monies f labor or services, materials, fixtures or apparatus heretofore
The UNDERSIGNED, respectfully warrants that the other sums are claimed, that all laborers, subcontractors, a due and all current sums due out of this payment and that	ne contract status set forth above is an accurate statement and no and suppliers employed by him have been paid all sums previously mone of such labors, subcontractors or suppliers is or will be cribed real estate or the improvements thereon for labor or materials request, the undersigned shall list the name of each of his
Signed this 16 th day of OCTOBER 2008 By	Regional Construction Resources, Inc. Contractor/Supplier/Subcontractor
signed and sworn to before me this 16th day of OCTOBER My commission Expires: 6-16-2011	Sergio Luciani, President
Page 1 of 1	Stacy A. Lewcun, Notary Public 11/1/16-2011 ECSub:

APPLICATION AND CERTIFICATION FOR PAYMENT

CONTRACT FOR: Structural Steel FROM CONTRACTOR: CONTRACTOR'S APPLICATION FOR PAYMENT Houston, TX 77092 5600 Northwest Central Drive, Ste. 100 Regional Construction Resources ERICKSON Construction, L.L.C. Baltimore, MD 21228 703 Maiden Choice Lane VIA ARCHITECT: PROJECT Windcrest CB 2.0 AIA DOCUMENT G702 CONTRACT DATE: PROJECT No: PERIOD TO: 8/19/08 APPLICATION No: PAGE Distribution to: OF 1 PAGES CONTRACTOR OWNER ARCHITECT

Continuation Sheet, AIA Document G703, is attached. Application is made for payment, as shown below, in connection with the Contract

Ċ			<u>ب</u>	?	:-
5. RETAINAGE:	(Column G on G703)	4. TOTAL COMPLETED & STORED TO DATE	3. CONTRACT SUM TO DATE (Line 1 ± 2)	2. Net change by Change Orders	I. ORIGINAL CONTRACT SUM
	00,000.00	00.2707	\$75,075.00	00.166,674	470 007 00

(Column D + E on G703) of Stored Material. . . of Completed Work

Total Retainage (Lines 5a + 5b) or (Column F on G703)

\$60,000.00 \$0.00

7. LESS PREVIOUS CERTIFICATES FOR (Line 4 Less Line 5 Total)

. CURRENT PAYMENT DUE INCLUDES 3% SALES TAX.....

9. BALANCE TO FINISH, INCLUDING RETAINAGE..... (Line 3 less Line 6) \$422,672.00 \$60,000.00

NET CHANGES by Change Order in previous months by Owner Total approved this Month Total changes approved CHANGE ORDER SUMMARY ADDITIONS \$0.00 \$0.00 \$0.00 DEDUCTIONS \$0.00 \$0.00

> from the Owner, and that current payment shown herein is now due. for Work for which previous Certificates for Payment were issued and payments received in accordance with the Contract Documents, that all amounts have been paid by the Contractor information and belief the Work covered by this Application for Payment has been completed The undersigned Contractor certifies that to the best of the Contractor's knowledge,

CONTRACTOR: Sergio Luciani, President) Date: 16-Oct-08

My Commission expires: Notary Public: Subscribed and sylorh to before me this Jaen Unch 6/16/201

County of **IARRIS**

ARCHITECT'S CERTIFICATE FOR PAYMENT

Architect's knowledge, information and belief the Work the appropries as indicated, the quality of the Work is in accordance with the Contract Documents, that the Contractor is entitled to payment of the AMOUNT CERTIFIED. comprising the application, the Architect certifies to the to the best of the In accordance with the Contract Documents, based on of the property and the data

AMOUNT CERTIFIED

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

By:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the prejudice to any rights of the Owner or Contractor under this Contract.

AIN DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20008-5292

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PARTIAL LIEN WAIVER

STATE OF Colorado

ic/

Please Return To: Erickson Construction Finance 991 Corporate Boulevard

STATE OF COMMAND		~ 11			rate bouleve	шu
SS		140		Linthicui	n, MD 2109	0
COUNTY OF Douglas County		100	At	tn: Uua	Makon	_
TO WHOM IT MAY CONCERN:				by	1/1/09	
WHEREAS the undersigned has been e	mnloved by Erickson	Construction IICt	a firmich	<u> </u>		
WCD CB20 of which Littleton Campu	s, LLC is the owner.	. Constitution, DDC	o turiusii	101	the premises known a	ıs
THE undersigned, for and in consideration	on of Two Hundred S	Seventy-Seven Thousa	nd And NO/100 Dolla	rs (\$277,	000.00), and other go	od
and valuable consideration, the receipt of or claim of, or right to, lien, under the sta	tutes of the State of C	lowledged, do(es), to the	e fullest extent permitte	ed by law, hereby wai	ve and release and all	lien
and the improvements thereon, and on th	e material, fixtures, ar	paratus or machinery f	urnished and on the mo	oney funds or other o	ove-described premise	:S,
become due from the Owner, on account	of labor services, mat	erial, fixtures, apparatu	s or machinery, heretof	ore furnished to this	date only, by the	io
undersigned for the above-described pren	nises.			•	,	,
DATED: December 20, 2008		//	13.77 P. C.			•
5/125. <u>Beceinder 20, 2008</u>	-	ADDRI	ANY: <u>REGIONAL CO</u> FSS:	ONSTRUCTION		
SIGNATURE AND TITLE:	> ~ · /	The		Presiden		
NOTE: All waivers must be for the full a	mount paid. If waive	r is for a corporation, c	orporate name should b	used, the title of off	ficer signing waiver sl	nould
be set forth; if waiver is for a partnership,	the partnership name	should sign and design	ate him/herself as a par	rtner.		
	CON	TRACTOR'S AI	FIDAVIT			
TO WHOM IT MAY CONCERN:		HEICTORDA	TIDAVII			
THE undersigned, being duly		ys that he is		of the		
REGIONAL CONSTRUCTION who is	the contractor for the		work (on the building locate	ed at	
Ov	vned by <u>Littleton Car</u>	mpus, LLC				
That the total amount of the contract inclu	dina autoro ir 6430 00	07.00		400000		
That the total amount of the contract inclu waivers are true, correct and genuine and	delivered uncondition	97.00 on which he has t hally and that there is no	claim either legal or e	4,000.00 prior to this	payment. That all	
That the following are the names of all pa	rties who have furnish	ned material or labor, or	both, for said work an	d all narties having c	validity of said waive	rs. tc
for specific portions of said work or for m	aterial entering into tl	he construction thereof	and the amount due or	to become due to eac	h, and that the items	ъ.
mentioned include all labor and material r	equired to complete s	aid work according to p	lans and specifications	:	,	
	7	CONTRACT	т	LTWO		
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That there are no other contracts for said w	ork outstanding, and	that there is nothing du	e or to become due to a	ny person for materia	al, labor or other work	of
any kind or to be done upon or in connecti	on with said work oth	er than above stated.			\bigcap	
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Signed this day of	20.05	Signatur				
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Signed and sworn to before me this 1	day of	20 0	1	, Millin	NOTARY	
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Signature:	1	•		┋ :	X 8	Ē
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PARTIAL LIEN WAIVER

Please Return To:
Erickson Construction Finance
991 Corporate Boulevard
Linthicum MD 21090

STATE OF Colorado			~ l	Linthicur	n, MD,21090
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COUNTY OF Douglas County		/ M	, 0	- <u>- </u>	12/2
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TO WHOM IT MAY CONCERN:		Compton Alban XX Can	£:.	for	the anning language
WHEREAS the undersigned has been en WCD CB20 of which Littleton Campus		Construction, LLC to	i rumisa	101	the premises known as
THE CONTRACT OF WHICH SHAPE	, <u>1220</u> 15 die 6 11 die		سمواء	•	
THE undersigned, for and in consideration					d other good and valuable
consideration, the receipt of which is here or right to, lien, under the statutes of the S		• • • •	-		
improvements thereon, and on the materia					
due from the Owner, on account of labor					
the above-described premises.)			
DATED: November 20, 2008	/	COMP	NY: REGIONAL CO	NSTRUCTION	
	- / .	ADDRI			2 1 1
SIGNATURE AND TITLE:	<u>, </u>		Songuo Li	lciane, t	resident
NOTE: All waivers must be for the full a be set forth; if waiver is for a partnership,		=	-		ficer signing waiver should
be set total, it warver is for a parallelsimp,	the partitership hane	should sign and design	ate militersen as a par		
	CON	TRACTOR'S AF	FIDAVIT		
TO WHOM IT MAY CONCERN:		Ω	· 10. 14		
THE undersigned, being duly s			Mart .	of the	
REGIONAL CONSTRUCTION who is	the contractor for the ned by <u>Littleton Can</u>		work o	on the building locat	ed at
	acc of <u>Bittoton Car.</u>	<u></u>			
That the total amount of the contract inclu					
true, correct and genuine and delivered un following are the names of all parties who					
portions of said work or for material enter					-
include all labor and material required to o					
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TOTAL ALL LABOR AND MATERIA	L TO COMPLETE	 	 		
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That there are no other contracts for said w			e or to become due to a	ny person for mater	ial, labor or other work of
any kind or to be done upon or in connecti	on with said work other	er than above stated.			
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Signed this adday of Novemb	,20 08	Signatu	ге:	_: 。 / 😂	<u> </u>
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Signed and sworn to before me this	day of Why	,200) 		
		min.	ACY A. LEWY.		

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STATEMENT OF LIFN

In accordance with Article 121 of Title 38 of the Colorado Revised Statutes, REGIONAL CONSTRUCTION RESOURCES, INC., 15460 Pin Oak Drive, Conroe, Montgomery County, Texas, 77384, makes the following statement of lien:

FIRST: That the name of the owner or reputed owner of such property to be charged with the lien is Littleton Campus, LLC, 701 Maiden Choice Lane, Catonsville, (Baltimore) MD 21228.

SECOND. That the name and mailing address of the person claiming the lien is REGIONAL CONSTRUCTION RESOURCES, INC., 15460 Pin Oak Drive, Conroe, Montgomery County, Texas, 77384, a subcontractor.

That the name of the person who furnished the laborers or material or performed the labor or services, or supplied the machinery, tools or equipment for which said lien is claimed is REGIONAL CONSTRUCTION RESOURCES, INC. That the name of the principal contractor is ERICKSON CONSTRUCTION, LLC, 701 Maiden Choice Lane, Catonsville (Baltimore) MD 21228.

THIRD: That the property to be charged with such lien is described as follows:

WIND CREST COMMUNITY BUILDING 2.0, a part of Lot 1, Block 2, Erickson Subdivision of 18.06 acres, more or less.

Also know by street number 2975 SUMMER WIND LANE, HIGHLANDS RANCH (DOUGLAS COUNTY) COLORADO 80129, situated in the County of Douglas, State of Colorado. That the said lien is held for and on account of REGIONAL CONSTRUCTION RESOURCES, INC. for labor performed and materials furnished...

FOURTH: That the amount of indebtedness due or owing the claimant for which said lien is claimed, for laborers or material furnished, labor and services performed, machinery, tools and equipment supplied is: \$140,737.00, together with interest thereon at the legal rate.

REGIONAL CONSTRUCTION/RESOURCES, INC.

Sergio Luciani, President 15460 Pin Oak Drive

Conroe, Montgomery County, Texas, 77384

STATE OF TEXAS

§

COUNTY OF HARRIS

I, Sergio Luciani, President of Regional Construction Resources, Inc., being of lawful age and being first duly sworn, upon oath, do say that I am the President of Regional Construction Resources, Inc. the claimant herein named; that I have read the within statement of lien and abstract of indebtedness and know the content thereof; and that the same is true and correct to the best of my knowledge, information and belief, and is made on behalf of the claimant.

Sergio Luciani, President

SUBSCRIBED AND SWORN TO BEFORE ME in the County of Harris, State of Texas, on this 10th day of August, 2009.

SONDRA HEUGATTER **APRIL 12, 2013**

NOTARY PUBLIC, STATE OF TEXAS

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Printed Name of Notary My Commission Expires: