

UNITED STATES BANKRUPTCY COURT

Northern District of Texas (Dallas Division)

PROOF OF CLAIM

Name of Debtor: Erickson Construction, LLC

Case Number: 09-37016

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

Name of Creditor (the person or other entity to whom the debtor owes money or property):

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

Name and address where notices should be sent:

20835747001054
YATES ENERGY MANAGEMENT CORP
18 OLD PADONIA ROAD
COCKEYSVILLE, MD 21030

YOUR CLAIM IS SCHEDULED AS:

Schedule/Claim ID: s986
AMOUNT/CLASSIFICATION
\$5,592.51 UNSECURED

Court Claim Number: _____
(If known)

Filed on: _____

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

RECEIVED

JAN 07 2010

BMC GROUP

Telephone number:

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

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

1. Amount of Claim as of Date Case Filed: \$ 55,925.11

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

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

☐ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

2. Basis for Claim: goods sold / services provided
(See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: _____

3a. Debtor may have scheduled account as: _____
(See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

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

Value of Property: \$ _____ Annual Interest Rate _____ %

Amount of arrearage and other charges as of time case filed included in secured claim,

if any: \$ _____ Basis for perfection: _____

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

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

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)

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

If the documents are not available, please explain:

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

Specify the priority of the claim.

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

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

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

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

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

☐ Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(____).

Amount entitled to priority:

\$ _____

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

FOR COURT USE ONLY

Date: 1/5/10

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

Erickson Ret. Comm. LLC



00302

Gerald Atterbury, President

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

Collection Report
YEM CORP.
1/6/2010

Page 1
1/6/10 11:18
Company: LO

<u>Job Number & Name</u>	<u>Contract Amount</u>	<u>Billed to Date</u>	<u>Unbilled Retention</u>	<u>Unbilled Contract</u>
3055A Ashby Ponds ILB 1.5 3055A	62,100.00	62,100.00	0.00	0.00

Customer: Erickson Construction, L.L.C.
Phone: (703) 723-4366
Fax: (703) 723-0477

Current Invoices

<u>Invoice</u>						<u>Applications</u>				<u>Invoice</u>
<u>Number</u>	<u>Date</u>	<u>Amount</u>	<u>Age</u>	<u>Open</u>	<u>Description</u>	<u>Type</u>	<u>Date</u>	<u>Amount</u>	<u>Description</u>	<u>Balance</u>
24331	8/11/08	19,561.50	513	72	App 1: Ashby Ponds ILB 1.	Payment	10/22/08	-19,561.50	Check #67342	0.00
24544	11/7/08	11,178.00	425	56	App 2: Ashby Ponds ILB 1.	Payment	1/2/09	-11,178.00	Check #69091	0.00
24621	12/10/08	5,589.00	392	43	App 3: Ashby Ponds ILB 1.	Payment	1/22/09	-5,589.00	Check #69745	0.00
24754	2/10/09	19,561.50	330	83	App 4: Ashby Ponds ILB 1.	Payment	5/4/09	-19,561.50	Check #70892	0.00
24804R	3/9/09	6,210.00	303	303	App 5: Ashby Ponds ILB 1.	Payment	6/10/09	-3,105.00	Check #71795 5% Retention	3,105.00
		<u>62,100.00</u>						<u>-58,995.00</u>		<u>3,105.00</u>

Current Retention Invoices

<u>Invoice</u>						<u>Applications</u>				<u>Invoice</u>
<u>Number</u>	<u>Date</u>	<u>Amount</u>	<u>Age</u>	<u>Open</u>	<u>Description</u>	<u>Type</u>	<u>Date</u>	<u>Amount</u>	<u>Description</u>	<u>Balance</u>

Comments: Ashby Ponds

**CONTRACTORS, SUBCONTRACTORS AND SUPPLIER
PARTIAL RELEASE OF LIENS**

STATE OF:	)	Original Contract Amount:	\$62,100.00
		Approved Change Orders:	\$0.00
	) S.S.	Adjusted Contract Amount:	\$62,100.00
		Completed to Date:	\$62,100.00
COUNTY OF:	)	Retention:	\$3,105.00
		Total Earned (Less Retention):	\$58,995.00
		Previous Payments:	\$55,890.00
		Current Payment:	\$3,105.00
		Contract Balance:	\$3,105.00

To YATES ENERGY MANAGEMENT CORP

Pay App #5 Retainage

(Title Insurer)
(Lender)
(Owner)
(Contractor)

The UNDERSIGNED, being duly sworn states that he is the President (Title-officer of company) of YATES ENERGY MANAGEMENT CORP (firm) who has a contract with Erickson Construction, LLC for furnishing Temp Controls for the improvements being erected on real estate known and identified as APL RB15 located in Loudon County, state of Virginia and owned by Ashburn Campus, LLC.

The UNDERSIGNED, for and in consideration of the sum of: Three Thousand One Hundred Five And NO/100 Dollars \$3,105.00 in payment of invoice or application dated 4/20/2009 and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby waive and release any and all liens or claims of right lien on the aforementioned property and improvements thereon, and on monies or other consideration due or to become due on account of labor or services, materials, fixtures, or apparatus heretofore furnished, prior to 5/1/2009 except for the retention stated above.

The UNDERSIGNED, respectfully warrants that the contract status set forth above is an accurate statement, and no other sums are claimed, that all laborers, subcontractors, and suppliers employed by him have been paid all sums previously due and all current sums due out of this payment and that none of such laborers, subcontractors or suppliers is or will be entitled to claim or assert any claim against the above described real estate or the improvements thereon for labor or materials furnished to or for the account of the undersigned. (Upon request, the undersigned shall list the name of each of his subcontractors, and suppliers, with contract and payment status, on CTI=s Form F-3926-Contractors and Subcontractors Affidavit, attach same hereto and upon request furnish waivers from said parties).

Signed this 15 day of June, 2009

YEM Corp
Name of Company/Contractor/Supplier/Subcontractor

By:

[Signature]
Signature & Title (Title - MUST be an officer of the company)

Signed and sworn to before me this 10 day of June, 2009
My Commission Expires 09/13

Andrea C. Dodge
Notary Public

NOTE

Erickson Construction, LLC requires that the release of liens be signed by an officer of the company.

Please return all signed and notarized release of liens to the following address:

ERICKSON CONSTRUCTION FINANCE
991 Corporate Boulevard
Linthicum, Maryland 21090

#91619

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

Attn: Ellie Asment

Application and Certificate for Payment

TO OWNER:
Henson Construction, L.L.C.
21059 Loudon County Parkway
Ashburn, VA 20147

PROJECT: Ponds ILB 1.5 3055A
21065 Cardinal Pond Terrace
Ashburn, VA 20147

APPLICATION NO: 5
PERIOD TO: 3/31/2009
CONTRACT FOR: Ashby Ponds ILB 1.5 3055A
CONTRACT DATE: 5/5/2008
PROJECT NOS: /
INVOICE NO: 24804R

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐ FIELD
☐ OTHER

FROM CONTRACTOR:
YEM CORP.
18 OLD PADONIA ROAD
COCKEYSVILLE, MD 21030

VIA ARCHITECT:

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 \$ 62,100.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 62,100.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 62,100.00
5. RETAINAGE:
 - a. % of Completed Work (Column D + E on G703) \$ 0.00
 - b. % of Stored Material (Column F on G703) \$ 0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE

(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)

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

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G702™ - 1992. Copyright © 1953, 1963, 1965, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

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

CONTRACTOR:
YEM CORP.

Date:

By:

State of:

County of:

Subscribed and sworn to before me this day of

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED

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

ARCHITECT:

By:

Date:

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

AIA Document C702 APPLICATION AND CERTIFICATION FOR PAYMENT,

containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.

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

Use Column I on Contracts where variable retainage for line items may apply.

A	B	C	D		E		F	G	H	I
			WORK COMPLETED		THIS PERIOD					
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)				MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	Engineering/Design	6,210.00	6,210.00	0.00	0.00	0.00	0.00	6,210.00	0.00	0.00
2	Control Equipment	15,525.00	15,525.00	0.00	0.00	0.00	0.00	15,525.00	0.00	0.00
3	Garage Rough-in	12,420.00	12,420.00	0.00	0.00	0.00	0.00	12,420.00	0.00	0.00
4	Building Rough-in	12,420.00	12,420.00	0.00	0.00	0.00	0.00	12,420.00	0.00	0.00
5	Garage Trim Out	6,210.00	6,210.00	0.00	0.00	0.00	0.00	6,210.00	0.00	0.00
6	Building Trim Out	6,210.00	6,210.00	0.00	0.00	0.00	0.00	6,210.00	0.00	0.00
7	Check/Test	3,105.00	3,105.00	0.00	0.00	0.00	0.00	3,105.00	0.00	0.00
		62,100.00	62,100.00	0.00	0.00	0.00	0.00	62,100.00	0.00	0.00

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

CAUTION. You should sign an original AIA Contract Document, and retain a copy of the signed contract for your records. This AIA® Document G703™ - 1992, Copyright © 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel; copyright@aia.org.

EXHIBIT "F"
CONTRACTORS, SUBCONTRACTORS AND SUPPLIER
FINAL RELEASE OF LIENS

STATE OF:	)	Original Contract Amount:	\$ 62,100.00
	) S.S.	Approved Change Orders:	\$.00
COUNTY OF:	)	Adjusted Contract Amount:	\$ 62,100.00
		Completed to Date:	\$ 62,100.00
		Retention:	\$
		Total Earned (Less Retention):	\$ 62,100.00
		Previous Payments:	\$ 55,890.00
		Current Payment:	\$ 6,210.00
		Contract Balance:	\$.00

TO: CHICAGO TITLE INSURANCE COMPANY (Title Insurer)

(Lender)
(Owner)
(Contractor)

The UNDERSIGNED being duly sworn states that he is the President (title)
of Y.E.M. Corp (firm) who has a contract with Erickson Construction Co.
for furnishing Temperature Controls for the improvements being erected on real

estate known and identified as Ashby Ponds Independent Living Building 1.5 located in

London County
County, State of Virginia and owned by Ashbury Campus LLC

The UNDERSIGNED, for and in consideration of the sum of Six Thousand Two Hundred Ten
(\$ 6,210.00) in payment of invoice or application dated 3/9/09 and other good and
valuable consideration, the receipt of which is hereby acknowledged, does hereby waive and release any and all liens or
claims of right of lien on the aforementioned property and improvements thereon, and on monies or other consideration due or
to become due on account of labor or services, materials, fixtures or apparatus heretofore furnished, prior to
March 31, 2009, except for the retention stated above.

The UNDERSIGNED, respectfully warrants that the contract status set forth above is an accurate statement, and no
other sums are claimed, that all laborers, subcontractors, and suppliers employed by him have been paid all sums previously
due and all current sums due out of this payment and that none of such laborers, subcontractors or suppliers is or will be
entitled to claim or assert any claim against the above described real estate or the improvements thereon for labor or materials
furnished to or for the account of the undersigned. (Upon request, the undersigned shall list the name of each of his
subcontractors, and suppliers, with contract and payment status, on CTI's form F-3926 - Contractors and Subcontractors
Affidavit, attach same hereto and upon request furnish waivers from said parties)

Signed this 9 day of March, 2009.

By: Y.E.M. Corp.
Contractor/Supplier/Subcontractor
President
(Title)

Signed and sworn to before me this 9th day of March, 2009.

My Commission Expires: 01/09/13

Andrew C. Dodge
Notary Public

EXHIBIT "D"
APPLICATION AND CERTIFICATE FOR PAYMENT

TO: **ERICKSON CONSTRUCTION, LLC.**
703 Maiden Choice Lane
Baltimore, MD 21228

DATE: 3/9/09

PROJECT: 557RB15
JOB: Wood framed residential building
APPLICANT NO.: 5
PERIOD TO: 3/31/09

FROM: Yates Energy Management Corporation

1. Original Contract Amount	\$ <u>62,100.00</u>
2. Change Orders Issued to Date (Thru C.O. # <u> </u>)	\$ <u>100</u>
3. Contract Sum to Date (Line 1+2)	\$ <u>62,100.00</u>
4. Total Completed & Stored to Date	\$ <u>62,100.00</u>
5. Less Retainage (<u>10</u> %)	\$ <u> </u>
6. Total Earned to Date Less Retainage (Line 4-5)	\$ <u>62,100.00</u>
7. Less Previous Requisitions	\$ <u>55,890.00</u>
8. Payment Due This Period (Line 6-7)	\$ <u>6,210.00</u>

SUBCONTRACTORS AFFIDAVIT & RELEASE OF LIEN:

The undersigned Subcontractor certifies; (i) that the work for which this payment request is being submitted has been completed in accordance with the Contract Documents; (ii) that it has paid its employees, sub-subcontractors, and material suppliers for all work and material for which Erickson Construction has paid previous requests for payment; (iii) that the amount of this invoice is due.

CONTRACTOR: By: [Signature] Date: 3/9/09
(Officer, General Partner, or Owner)

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

NOTES:

TO BE COMPLETED BY PROJECT MANAGER

RETAINAGE RELEASE	\$ <u> </u>
PROGRESS BILLING	\$ <u> </u>
RETAINAGE HELD	\$ <u> </u>
TOTAL AMOUNT DUE	\$ <u> </u>
PROJECT NUMBER	<u>557RB15</u>
COST CODE #	<u>48400-159500</u>
APPROVED BY	<u> </u>
APPROVED DATE	<u> </u>

FINAL PAYMENT	
PUNCH LIST COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO
WARRANTY COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO
ATTIC STOCK DELIVERED	<input type="checkbox"/> YES <input type="checkbox"/> NO
O&M (CLOSEOUT BOOK-DEL)	<input type="checkbox"/> YES <input type="checkbox"/> NO
CHANGE ORDERS COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO

FOR ACCOUNTING USE ONLY	
DATE RECEIVED	<u> </u>
REVIEWED BY	<u> </u>

**Collection Report
YEM CORP.
1/6/2010**

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1/6/10 11:18
Company: LG

<u>Job Number & Name</u>	<u>Contract</u>	<u>Billed</u>	<u>Unbilled</u>	<u>Unbilled</u>
3054A Ashby Ponds ILB 1.4 3054A	<u>Amount</u>	<u>to Date</u>	<u>Retention</u>	<u>Contract</u>
Customer: Erickson Construction, L.L.C.	65,320.00	65,320.00	0.00	0.00
Phone: (703) 723-4366				
Fax: (703) 723-0477				

Current Invoices

<u>Invoice</u>					<u>Applications</u>				<u>Invoice</u>	
<u>Number</u>	<u>Date</u>	<u>Amount</u>	<u>Age</u>	<u>Open</u>	<u>Description</u>	<u>Type</u>	<u>Date</u>	<u>Amount</u>	<u>Description</u>	<u>Balance</u>
24330	8/11/08	19,608.30	513	72	App 1: Ashby Ponds ILB 1.	Payment	10/22/08	-19,608.30	Check #67341	0.00
24474	10/10/08	11,205.00	453	45	App 2: Ashby Ponds ILB 1.	Payment	11/24/08	-11,205.00	Check #68143	0.00
24805	3/9/09	16,807.50	303	88	App 3: Ashby Ponds ILB 1.	Payment	6/5/09	-16,807.50	Check #71775	0.00
24860	4/1/09	8,404.20	280	99	App 4: Ashby Ponds ILB 1.	Payment	7/9/09	-8,404.20	Check #71976	0.00
24861R	4/1/09	6,225.00	280	163	App 5: Ashby Ponds ILB 1.	Payment	7/9/09	-3,112.50	Check #71976	3,112.50
						Payment	9/11/09	-3,112.50	Check #72106	0.00
24895	4/28/09	1,035.00	253	136	App 6: Ashby Ponds ILB 1.	Payment	9/11/09	-1,035.00	Check #72106	0.00
24896R	4/28/09	115.00	253	136	App 7: Ashby Ponds ILB 1.	Payment	9/11/09	-115.00	Check #72106	0.00
25002	6/16/09	1,728.00	204	204	App 8: Ashby Ponds ILB 1.					1,728.00
25003R	6/16/09	192.00	204	204	App 9: Ashby Ponds ILB 1.					192.00
		<u>65,320.00</u>						<u>-63,400.00</u>		<u>1,920.00</u>

Current Retention Invoices

<u>Invoice</u>					<u>Applications</u>				<u>Invoice</u>	
<u>Number</u>	<u>Date</u>	<u>Amount</u>	<u>Age</u>	<u>Open</u>	<u>Description</u>	<u>Type</u>	<u>Date</u>	<u>Amount</u>	<u>Description</u>	<u>Balance</u>

Comments: Ashby Ponds

**CONTRACTORS, SUBCONTRACTORS AND SUPPLIER
PARTIAL RELEASE OF LIENS**

STATE OF:	)	Original Contract Amount:	\$62,250.00
		Approved Change Orders:	\$3,070.00
	) S.S.	Adjusted Contract Amount:	\$65,320.00
		Completed to Date:	\$63,400.00
COUNTY OF:	)	Retention:	\$0.00
		Total Earned (Less Retention):	\$63,400.00
		Previous Payments:	\$59,137.50
		Current Payment:	\$4,262.50
		Contract Balance:	\$1,920.00

To YATES ENERGY MANAGEMENT CORP

(Title Insurer)
(Lender)
(Owner)
(Contractor)

The UNDERSIGNED, being duly sworn states that he is the President (Title-officer of company) of YATES ENERGY MANAGEMENT CORP (firm) who has a contract with Erickson Construction, LLC for furnishing AC for the improvements being erected on real estate known and identified as APL RB14 located in Loudon County, state of Virginia and owned by Ashburn Campus, LLC.

The UNDERSIGNED, for and in consideration of the sum of: Four Thousand Two Hundred Sixty-Two And 50/100 Dollars \$4,262.50 in payment of invoice or application dated 4/28/2009 and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby waive and release any and all liens or claims of right lien on the aforementioned property and improvements thereon, and on monies or other consideration due or to become due on account of labor or services, materials, fixtures, or apparatus heretofore furnished, prior to 5/31/2009 except for the retention stated above.

The UNDERSIGNED, respectfully warrants that the contract status set forth above is an accurate statement, and no other sums are claimed, that all laborers, subcontractors, and suppliers employed by him have been paid all sums previously due and all current sums due out of this payment and that none of such laborers, subcontractors or suppliers is or will be entitled to claim or assert any claim against the above described real estate or the improvements thereon for labor or materials furnished to or for the account of the undersigned. (Upon request, the undersigned shall list the name of each of his subcontractors, and suppliers, with contract and payment status, on CTI=s Form F-3926-Contractors and Subcontractors Affidavit, attach same hereto and upon request furnish waivers from said parties).

Signed this 11 day of Sept, 2009

By:

YAM Corp
Name of Company (Contractor/Supplier/Subcontractor)
Gerard Hilly - President
Signature & Title (Title - MUST be an officer of the company)

Signed and sworn to before me this 11 day of Sept, 2009
My Commission Expires: 01/09/13

Andrew C. Dodge
Notary Public

NOTE

Erickson Construction, LLC requires that the release of liens be signed by an officer of the company.

Please return all signed and notarized release of liens to the following address:

ERICKSON CONSTRUCTION FINANCE
701 Maiden Choice Lane
Catonsville, Maryland 21228

Application and Certificate for Payment

TO OWNER: Erickson Construction, L.L.C. 21059 Loudoun County Parkway Ashburn, VA 20147		PROJECT: Ashby Ponds ILB 1.4 3054A 21125 Cardinal Pond Terrace Ashburn, VA 20147	APPLICATION NO: 8	Distribution to: OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
FROM CONTRACTOR: YEM CORP. 18 OLD PADONIA ROAD COCKEYSVILLE, MD 21030		VIA ARCHITECT:	PERIOD TO: 6/30/2009	
			CONTRACT FOR: Ashby Ponds ILB 1.4 3054A	
			CONTRACT DATE: 5/5/2008	
			PROJECT NOS: 557RB14	
			INVOICE NO: 25002	

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 | \$ 62,250.00 |
| 2. Net change by Change Orders | \$ 3,070.00 |
| 3. CONTRACT SUM TO DATE (Line 1 + 2) | \$ 65,320.00 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) | \$ 65,320.00 |

5. RETAINAGE:

- | | |
|---|-----------|
| a. <u>0</u> of Completed Work
(Column D + E on G703) | \$ 192.00 |
| b. <u>0</u> of Stored Material
(Column F on G703) | \$ 0.00 |

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 192.00

- | | |
|--------------------------------------|--------------|
| 6. TOTAL EARNED LESS RETAINAGE | \$ 65,128.00 |
|--------------------------------------|--------------|

(Line 4 Less Line 5 Total)

- | | |
|---|--------------|
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT | \$ 63,400.00 |
|---|--------------|

(Line 6 from prior Certificate)

- | | |
|------------------------------|-------------|
| 8. CURRENT PAYMENT DUE | \$ 1,728.00 |
|------------------------------|-------------|

(Line 3 less Line 6)

- | | |
|---|-----------|
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE | \$ 192.00 |
|---|-----------|

(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 1,150.00	\$ 0.00
Total approved this Month	\$ 1,920.00	\$ 0.00
TOTALS	\$ 3,070.00	\$ 0.00
NET CHANGES by Change Order	\$ 3,070.00	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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

CONTRACTOR: YEM CORP.

By: _____ **Date:** _____

State of: _____

County of: _____

Subscribed and sworn to before me this _____ day of _____

Notary Public: _____

My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

ARCHITECT: _____

By: _____ **Date:** _____

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

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AIA Document G703™ - 1992

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 8
APPLICATION DATE: 6/16/2009
PERIOD TO: 6/30/2009
ARCHITECT'S PROJECT NO: 557RB14

A	B	C	D		E		F	G		H	I
			FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED	THIS PERIOD	TOTAL COMPLETED AND STORED TO DATE (D+E+F)		% (G ÷ C)			
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE					MATERIALS PRESENTLY STORED (NOT IN D OR E)			BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	Engineering/Design	6,225.00	6,225.00	0.00	0.00	0.00	0.00	6,225.00	100	0.00	0.00
2	Control Equipment	15,562.00	15,562.00	0.00	0.00	0.00	0.00	15,562.00	100	0.00	0.00
3	Garage Rough-in	12,450.00	12,450.00	0.00	0.00	0.00	0.00	12,450.00	100	0.00	0.00
4	Building Rough-in	12,450.00	12,450.00	0.00	0.00	0.00	0.00	12,450.00	100	0.00	0.00
5	Garage Trim Out	6,225.00	6,225.00	0.00	0.00	0.00	0.00	6,225.00	100	0.00	0.00
6	Building Trim Out	6,225.00	6,225.00	0.00	0.00	0.00	0.00	6,225.00	100	0.00	0.00
7	Check/Test	3,113.00	3,113.00	0.00	0.00	0.00	0.00	3,113.00	100	0.00	0.00
8	CO# 15C-001	1,150.00	1,150.00	0.00	0.00	0.00	0.00	1,150.00	100	0.00	0.00
9	CO# 15C-002	1,920.00	0.00	1,920.00	0.00	0.00	0.00	1,920.00	100	0.00	192.00
		65,320.00	63,400.00	1,920.00	0.00	0.00	0.00	65,320.00	100	0.00	192.00

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EXHIBIT "D"
APPLICATION AND CERTIFICATE FOR PAYMENT

TO: **ERICKSON CONSTRUCTION, LLC.**
 703 Maiden Choice Lane
 Baltimore, MD 21228

DATE: 6/16/09

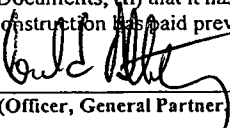
PROJECT: 557RB14
JOB: Wood framed residential building
APPLICANT NO.: 8
PERIOD TO: 6/30/09

FROM: Yates Energy Management Corporation

1. Original Contract Amount	<u>\$ 62,250.00</u>
2. Change Orders Issued to Date (Thru C.O. # <u>2</u>)	<u>\$ 3,070.00</u>
3. Contract Sum to Date (Line 1+2)	<u>\$ 65,320.00</u>
4. Total Completed & Stored to Date	<u>\$ 65,320.00</u>
5. Less Retainage (<u>10</u> %)	<u>\$ 192.00</u>
6. Total Earned to Date Less Retainage (Line 4-5)	<u>\$ 65,128.00</u>
7. Less Previous Requisitions	<u>\$ 63,400.00</u>
8. Payment Due This Period (Line 6-7)	<u>\$ 1,728.00</u>

SUBCONTRACTORS AFFIDAVIT & RELEASE OF LIEN:

The undersigned Subcontractor certifies; (i) that the work for which this payment request is being submitted has been completed in accordance with the Contract Documents; (ii) that it has paid its employees, sub-subcontractors, and material suppliers for all work and material for which Erickson Construction has paid previous requests for payment; (iii) that the amount of this invoice is due.

CONTRACTOR: By:  **Date:** 6/16/09
(Officer, General Partner or Owner)

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

NOTES:

TO BE COMPLETED BY PROJECT MANAGER

RETAINAGE RELEASE	<u>\$</u>
PROGRESS BILLING	<u>\$</u>
RETAINAGE HELD	<u>\$</u>
TOTAL AMOUNT DUE	<u>\$</u>
PROJECT NUMBER	<u>557RB14</u>
COST CODE #	<u>48400-159500</u>
APPROVED BY	_____
APPROVED DATE	_____

FINAL PAYMENT	
PUNCH LIST COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO
WARRANTY COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO
ATTIC STOCK DELIVERED	<input type="checkbox"/> YES <input type="checkbox"/> NO
O&M (CLOSEOUT BOOK-DEL)	<input type="checkbox"/> YES <input type="checkbox"/> NO
CHANGE ORDERS COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO

FOR ACCOUNTING USE ONLY	
DATE RECEIVED	_____
REVIEWED BY	_____

EXHIBIT "E"
CONTRACTORS, SUBCONTRACTORS AND SUPPLIER
PARTIAL RELEASE OF LIENS

STATE OF:

COUNTY OF:

Original Contract Amount:	\$ <u>62,250.00</u>
Approved Change Orders:	\$ <u>3,070.00</u>
Adjusted Contract Amounts	\$ <u>65,320.00</u>
Completed to Date:	\$ <u>65,320.00</u>
Retention:	\$ <u>192.00</u>
Total Earned (Less Retention):	\$ <u>65,128.00</u>
Previous Payments:	\$ <u>63,400.00</u>
Current Payment:	\$ <u>1,728.00</u>
Contract Balance:	\$ <u>192.00</u>

TO: CHICAGO TITLE INSURANCE COMPANY (Title Insurer)

(Lender)
(Owner)
(Contractor)

The UNDERSIGNED being duly sworn states that he is the President (title)
of Y.E.M. Corp (firm) who has a contract with Erickson Construction LLC
for furnishing Temperature Controls for the improvements being erected on
real estate known and identified as Ashby Ponds Independent Living Building 1.4 located in _____

County, State of Virginia and owned by Ashbura Campus LLC

The UNDERSIGNED, for and in consideration of the sum of One Thousand Seven Hundred ... 28/100
(\$ 1,728.00) in payment of invoice or application dated 6/16/09 and other good and
valuable consideration, the receipt of which is hereby acknowledged, does hereby waive and release any and all liens or
claims of right of lien on the aforementioned property and improvements thereon, and on monies or other consideration due or
to become due on account of labor or services, materials, fixtures or apparatus heretofore furnished, prior to
June 30, 2009, except for the retention stated above.

The UNDERSIGNED, respectfully warrants that the contract status set forth above is an accurate statement, and no
other sums are claimed, that all laborers, subcontractors, and suppliers employed by him have been paid all sums previously
due and all current sums due out of this payment and that none of such laborers, subcontractors or suppliers is or will be
entitled to claim or assert any claim against the above described real estate or the improvements thereon for labor or materials
furnished to or for the account of the undersigned. (Upon request, the undersigned shall list the name of each of his
subcontractors, and suppliers, with contract and payment status, on CTI form F-3926 - Contractors and Subcontractors
Affidavit, attach same hereto and upon request furnish waivers from said parties).

Signed this 16 Day of June 20 09 Y.E.M. Corp
Contractor/Supplier/Subcontractor
By: [Signature] President
Signature & Title (Must be an Officer)

Signed and sworn to before me this 16 Day of June 20 09
My Commission Expires: 01/09/13 Andrea C. Dodge
Notary Public Signature

Application and Certificate for Payment

TO OWNER: Erickson Construction, L.L.C. 21059 Loudon County Parkway Ashburn, VA 20147	PROJECT: Ashby Ponds ILB 1.4 3054A 21125 Cardinal Pond Terrace Ashburn, VA 20147	APPLICATION NO: 9	Distribution to: OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
FROM CONTRACTOR: YEM CORP. 18 OLD PADONIA ROAD COCKEYSVILLE, MD 21030	VIA ARCHITECT:	PERIOD TO: 6/30/2009	
		CONTRACT FOR: Ashby Ponds ILB 1.4 3054A	
		CONTRACT DATE: 5/5/2008	
		PROJECT NOS: 557RB14	
		INVOICE NO: 25003R	

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 | \$ 62,250.00 |
| 2. Net change by Change Orders | \$ 3,070.00 |
| 3. CONTRACT SUM TO DATE (Line 1 + 2) | \$ 65,320.00 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) | \$ 65,320.00 |

5. RETAINAGE:

- a. 0 % of Completed Work
(Column D + E on G703) \$ 0.00
- b. 0 % of Stored Material
(Column F on G703) \$ 0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 65,320.00

(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 65,128.00

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 192.00

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 3,070.00	\$ 0.00
Total approved this Month	\$ 0.00	\$ 0.00
TOTALS	\$ 3,070.00	\$ 0.00
NET CHANGES by Change Order	\$ 3,070.00	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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

CONTRACTOR: YEM CORP.

By: _____ Date: _____

State of: _____

County of: _____

Subscribed and sworn to before me this _____ day of _____

Notary Public: _____

My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

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

ARCHITECT: _____

By: _____ Date: _____

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

Continuation Sheet

AIA Document G702. APPLICATION AND CERTIFICATION FOR PAYMENT,

containing Contractor's signed certification is attached.

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

Use Column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

5

6/16/2009

6/30/2009

557RB14

A	B	C	D		E	F	G		H	I
			FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE								RETAINAGE (IF VARIABLE RATE)
1	Engineering/Design	6,225.00	6,225.00	0.00	0.00	0.00	6,225.00	100	0.00	0.00
2	Control Equipment	15,562.00	15,562.00	0.00	0.00	0.00	15,562.00	100	0.00	0.00
3	Garage Rough-in	12,450.00	12,450.00	0.00	0.00	0.00	12,450.00	100	0.00	0.00
4	Building Rough-in	12,450.00	12,450.00	0.00	0.00	0.00	12,450.00	100	0.00	0.00
5	Garage Trim Out	6,225.00	6,225.00	0.00	0.00	0.00	6,225.00	100	0.00	0.00
6	Building Trim Out	6,225.00	6,225.00	0.00	0.00	0.00	6,225.00	100	0.00	0.00
7	Check/Test	3,113.00	3,113.00	0.00	0.00	0.00	3,113.00	100	0.00	0.00
8	CO# 15C-001	1,150.00	1,150.00	0.00	0.00	0.00	1,150.00	100	0.00	0.00
9	CO# 15C-002	1,920.00	1,920.00	0.00	0.00	0.00	1,920.00	100	0.00	0.00
		65,320.00	65,320.00	0.00		0.00	65,320.00	100	0.00	0.00

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in its entirety, and retain it for your records.

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EXHIBIT "D"
APPLICATION AND CERTIFICATE FOR PAYMENT

TO: **ERICKSON CONSTRUCTION, LLC.**
703 Maiden Choice Lane
Baltimore, MD 21228

DATE: 6/16/09

PROJECT: 557RB14
JOB: Wood framed residential building
APPLICANT NO.: 9
PERIOD TO: 6/30/09

FROM: Yates Energy Management Corporation

1. Original Contract Amount	<u>\$ 62,250.00</u>
2. Change Orders Issued to Date (Thru C.O. # <u>2</u>)	<u>\$ 3,070.00</u>
3. Contract Sum to Date (Line 1+2)	<u>\$ 65,320.00</u>
4. Total Completed & Stored to Date	<u>\$ 65,320.00</u>
5. Less Retainage (____ %)	<u>\$</u>
6. Total Earned to Date Less Retainage (Line 4-5)	<u>\$ 65,320.00</u>
7. Less Previous Requisitions	<u>\$ 65,128.00</u>
8. Payment Due This Period (Line 6-7)	<u>\$ 192.00</u>

SUBCONTRACTORS AFFIDAVIT & RELEASE OF LIEN:

The undersigned Subcontractor certifies; (i) that the work for which this payment request is being submitted has been completed in accordance with the Contract Documents; (ii) that it has paid its employees, sub-subcontractors, and material suppliers for all work and material for which Erickson Construction has paid previous requests for payment; (iii) that the amount of this invoice is due.

CONTRACTOR: By: [Signature] Date: 6/16/09
(Officer, General Partner, or Owner)

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

NOTES:

TO BE COMPLETED BY PROJECT MANAGER

RETAINAGE RELEASE	<u>\$</u>
PROGRESS BILLING	<u>\$</u>
RETAINAGE HELD	<u>\$</u>
TOTAL AMOUNT DUE	<u>\$</u>
PROJECT NUMBER	<u>557RB14</u>
COST CODE #	<u>48400-159500</u>
APPROVED BY	<u></u>
APPROVED DATE	<u></u>

FINAL PAYMENT	
PUNCH LIST COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO
WARRANTY COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO
ATTIC STOCK DELIVERED	<input type="checkbox"/> YES <input type="checkbox"/> NO
O&M (CLOSEOUT BOOK-DEL)	<input type="checkbox"/> YES <input type="checkbox"/> NO
CHANGE ORDERS COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO

FOR ACCOUNTING USE ONLY	
DATE RECEIVED	<u></u>
REVIEWED BY	<u></u>

EXHIBIT "F"
CONTRACTORS, SUBCONTRACTORS AND SUPPLIER
FINAL RELEASE OF LIENS

STATE OF:	)	Original Contract Amount:	\$ <u>62,250.00</u>
	) S.S.	Approved Change Orders:	\$ <u>3,070.00</u>
COUNTY OF:	)	Adjusted Contract Amount:	\$ <u>65,320.00</u>
		Completed to Date:	\$ <u>65,320.00</u>
		Retention:	\$ <u>.00</u>
		Total Earned (Less Retention):	\$ <u>65,320.00</u>
		Previous Payments:	\$ <u>65,128.00</u>
		Current Payment:	\$ <u>192.00</u>
		Contract Balance:	\$ <u>.00</u>

TO: CHICAGO TITLE INSURANCE COMPANY (Title Insurer)
____ (Lender)
____ (Owner)
____ (Contractor)

The UNDERSIGNED being duly sworn states that he is the President (title)
of Y.E.M. Corp (firm) who has a contract with Ericksen Construction LLC
for furnishing Temperature Controls for the improvements being erected on real
estate known and identified as Ashby Ponds Independent Living Building 1.4 located in
Ashburn

County, State of Virginia and owned by Ashburn Campus LLC

The UNDERSIGNED, for and in consideration of the sum of One Hundred Ninety Two ⁰⁰/₁₀₀
(\$ 192.00) in payment of invoice or application dated 6/16/09 and other good and
valuable consideration, the receipt of which is hereby acknowledged, does hereby waive and release any and all liens or
claims of right of lien on the aforementioned property and improvements thereon, and on monies or other consideration due or
to become due on account of labor or services, materials, fixtures or apparatus heretofore furnished, prior to
June 30, 20 09, except for the retention stated above.

The UNDERSIGNED, respectfully warrants that the contract status set forth above is an accurate statement, and no
other sums are claimed, that all laborers, subcontractors, and suppliers employed by him have been paid all sums previously
due and all current sums due out of this payment and that none of such laborers, subcontractors or suppliers is or will be
entitled to claim or assert any claim against the above described real estate or the improvements thereon for labor or materials
furnished to or for the account of the undersigned. (Upon request, the undersigned shall list the name of each of his
subcontractors, and suppliers, with contract and payment status, on CTI's form F-3926 - Contractors and Subcontractors
Affidavit, attach same hereto and upon request furnish waivers from said parties).

Signed this 16 day of June, 20 09.

By: Y.E.M. Corp.
[Signature] Contractor/Supplier/Subcontractor
(Title) President

Signed and sworn to before me this 16 day of June, 20 09.

My Commission Expires:

Andrea C. Dodge
Notary Public

Erickson

construction, LLC

RECEIVED

MAY 07 2009

Contract Change Order

ERICKSON CONSTRUCTION
ASH BY PONDS

Project: Ashby Ponds Independent Living Building 1.5

Change Order Number: 15C-001

Project Address: 21065 Cardinal Pond Terrace
Ashburn, Va 20147

From: Michael Sights
Ashby Ponds Independent Living
Building 1.5
Erickson Construction, LLC.
21065 Cardinal Pond Terrace
Ashburn, Va, 20147

To: Gerald Atterbury
Yates Energy Management
Corporation
18 Old Padonia Road
Cockeysville, MD, 21030
(410) 308-2192

Date: 04/28/2009

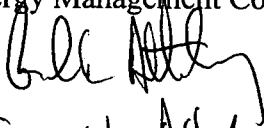
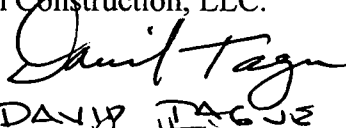
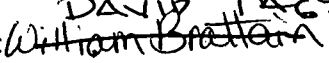
Cost Code: 159500-48400

Contract For: Controls (Sub)

Description: Replace Controller and Transformer due to Trade Damage

Name	Cost
Replacement Parts and Installation	\$567.51

Original Contract:	\$62,100.00
Previous CCO's:	\$0.00
This CCO:	\$567.51
Total Contract:	\$62,667.51

Yates Energy Management Corporation	Erickson Construction, LLC.
Signed: 	Signed: 
By: Gerald Atterbury	By: 
Date: 4/28/09	Date: MAY 29 2009

Andrea Dodge

From: Michael Sights [Michael.Sights@erickson.com]
Sent: Tuesday, April 28, 2009 9:56 AM
To: Andrea Dodge
Subject: RE: Ashby Ponds ILB 1.5 Revised Service Invoice

See attached CO for the attached. Please sign and return 3 copies to my attention at your earliest convenience.
Let me know if you have any questions.
Thanks,

Mike Sights
Asst. Project Manager
Erickson Construction
Office: 571.291.7214
Cell: 571.438.4239

From: Andrea Dodge [mailto:andrea.dodge@yemcorp.com]
Sent: Tuesday, April 28, 2009 9:44 AM
To: Michael Sights
Cc: 'Gerald Atterbury'
Subject: FW: Ashby Ponds ILB 1.5 Revised Service Invoice

Per your request, attached please find our revised invoice (24663). Hope this is satisfactory.

Thanks!

Andrea C. Dodge
Y.E.M. Corporation
410-308-2280 (3222) tel
410-308-2192 fax
andrea.dodge@yemcorp.com

-----Original Message-----

From: copier@yemcorp.com [mailto:copier@yemcorp.com]
Sent: Tuesday, April 28, 2009 9:41 AM
To: ANDREA DODGE
Subject: Attached Image

4/28/2009

INVOICE

INVOICE NO. 24663



Y.E.M. CORPORATION
18 Old Padonia Road
Cockeysville, MD 21030
410-308-2280 / Fax: 410-308-2192

BILL TO

Erickson Construction, L.L.C.
21059 Loudon County Parkway
Ashburn, VA 20147

JOB

Service 08

Revised per Michael Sights / GE

CUSTOMER	PURCHASE ORDER NO.	BILL THRU	TERMS	INVOICE DATE	PAGE
ERICKSON	Michael Sights		Net 30	12/24/08	1

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
<p>Ashby Ponds <i>ILB 1.5</i></p> <p>See Copy of Service Report</p> <p>Work Completed: 08/06/08</p> <p>Technician: Harry Smith</p>				
	1	IQ212 Controller	307.30	307.30
	1	50 VA Transformer	40.21	40.21
	2	Labor	110.00	220.00

means item is non-taxable			SALE AMOUNT	567.51
			TOTAL	\$567.51



18 Old Padonia Road / Cockeysville, Maryland 21030
Telephone: 410-308-2280 / Fax 410-308-2192

SERVICE REPORT

CUSTOMER: Widach
219 Piment Drive
Fallers Hill, Baltimore Co. 22043
708 1/2 St. C.R.
Ashby Road
Bay Shore

Control System Specialist: Mary

☐ Control Billed Service ☐ Contract Extra ☐ Service Contract

Job# _____ Job# _____ Job# _____

Job Name: _____

Job Location: _____

QTY	MATERIAL	PO#	STOCK	DESCRIPTION OF WORK
1	SC on Transformer	3.7	SC	Estimating Company tried to change fan speed on unit. Did not work as changing fan speed.
1	SC on Transformer	70	21	After this was done on unit, secondary control transformer lost output and heat pump control had shorted circuit board.
				Need to replace transformer and heat pump controller.
				Not sure if any damage done to Climate Master Control board.
				Work Completed Yes No

Day	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Total	Recommendations:
Date									
Hours - Regular				2				220.00	
Hours - Overtime									
Hours - Travel									
Milage*									

*Only required if job location 50+ miles from Towson

Control System Special Signature: [Signature]

Date: 5/1/00

Customer Signature: [Signature]

Date: 5/1/00

THANK YOU