If the documents are not available, please explain:

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.

Michael P. Matthews, Esq., Attorney for Creditor, Sergio Luciani

the date of adjustment.

Erickson Ret. Comm. LLC

FOR COURT USE ONLY

# 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	Bill of Sale to Sergio Luciani
Exhibit D	Documents supporting claim for outstanding invoices for Elevated Pedestrian Walkway
Exhibit E	Documents supporting claim for outstanding invoices for Wind Crest Community Building 2.2
Exhibit F	Documents supporting claim for outstanding invoices for Wind Crest Community Building 2.1
Exhibit G	Documents supporting claim for outstanding invoices for Wind Crest Community Building 2.0

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

	Π				Number	Γ		
				]	of days		Interest at	Total
	<u> </u>	<u>Dutstanding</u>	Date of		<u>of</u>	12	2% through	Principal
<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				\$	16,870.09	\$ 355,865.09
TOTALS	\$	657,559.00				\$	35,534.35	\$ 693,093.35



#2009080400, 10/20/2009 at 12:54:54 PM, 1 OF 2,Rec Fee \$11.00 Douglas County CO Jack Arrowsmith, Clerk & Recorder

### STATEMENT OF LIEN

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

Regional Construction Resources, Inc.

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, 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, TX 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, MD 21228.

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

# LOT 1 BLOCK 2 ERICKSON SUBDIVISION 18.06 AM/L

also known by street number as 2975 Summer Wind Lane, Littleton, CO 80129 and/or 3003A Millvista Road, Littleton, CO 80129 and/or 3006 W. County Line Road, Littleton, CO 80129 situate 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 \$657,559.00, together with interest thereon at the legal rate.

Regional Construction Resources, Inc

y \_\_\_\_\_\_

STATE OF TEXAS

COUNTY OF HARRIS M ontgomery

I, Sergio Luciani, being of lawful age and being first duly sworn upon oath, do say that I am a 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.

Sergio Luciani

Subscribed and sworn to before me in the County of Harris, State of Texas, this 30 day of September, 2009.

Montgomery

My commission expires:

1.1 1.70.3

Witness my hand and official seal.

Notary Public

GERALYN MARIE BEIRIGER
Notary Public, State of Texas
My Commission Expires
July 06, 2013



### 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.

Sergio Luciani, President

Regional Construction Resources, Inc.

25460 Pin Oak Drive

Conroe, TX 77384

### 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 owners required where or his agent, as follows: Littleton Campus, LLC, 701 Maiden Choice Lane, Catonsville, MD 23300 met play of September, 2009.

NO INTERPRETATION OF THE PROPERTY OF THE PROPE

ty and County of Denver, State of Colorado, this day of September, 2009.

My commission

Witness my hand and

My Commission Expires 04/04/2013

Notary Public

### 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 is marked will prepaid certified mail, return receipt requested, to the last known address of the principal or principal

PUBLIC

his day of September; 2009

Witness my hand and official senses 04/04/2013.

Notary Public

# AFFIDAVIT OF SERVICE OR MAILING PRIOR TO FILING LIEN STATEMENT

STATE OF COLORADO

CITY AND COUNTY OF DENVER

The undersigned, being of lawful age and being first duly swom, deposes and says that this Notice of Intent to File a Lien Statement was served by the Affidavits of Service or Mailing, at least ten (10) days be the total many of the Statement with the County Clerk and Recorder.

NOTARY

Subscribed and sworn to be fore me in the stity and County of Denver, State of Colorado, this 19<sup>th</sup> day of Octobe, 2009. My commission & Direct.

Witness my hand and official and

Notary Public

My Commission Expires 04/04/2013

(D0585813.1)No. 180A. Rev. 8-00. STATEMENT OF LIEN WITH NOTICE OF INTENT TO FILE A LIEN STATEMENT (Page 2 of 2)



Regional Construction Resources, Inc.

15460 Pin Oak Drive Conroe, Texas 77384 Ph 713.789.5131 Fax 713.789.5575

December 31, 2009

# Bill of Sale

On this 31<sup>st</sup>. day of December 2009, regional Construction Resources, Inc., a Texas corporation with offices at 15460 Pin oak Drive, Conroe Texas 77384, hereby sells and conveys to Sergio Luciani, an individual with Texas Drivers License number 23088982, all rights related to certain invoices owned by said Regional Construction Resources, Inc. related to work and services performed by said Regional Construction Resources, Inc., on behalf and for the benefit of Erickson Construction LLC, Littleton Campus, and more specifically described in Exhibit "A" enclosed herein and made and integral part of this conveyance document.

This sale and conveyance include all rights of recovery of the principal outstanding and unpaid aggregate face value of such receivables and any and all rights to statutory interest, damages and any other rights related to the unpaid balances on such receivables owed to Regional construction Resources by Erickson construction, LLC, or any other affiliated entity which may be deemed responsible for payment of such invoices. This conveyance includes relative Material contracts related to such Invoices and all rights related to such contracts.

This conveyance is made in consideration of the payment of \$25,000.00 made by Sergio Luciani to Regional Construction Resources, Inc. and the execution by Sergio Luciani of a note in the amount of \$40,755.00 payable to Regional construction Resources, Inc. on or before December 31<sup>st</sup>. 2010.

Regional construction Resources, Inc. hereby agrees to execute in the future and upon demand by Sergio Luciani any and all instruments that may be necessary to perfect this conveyance or as required by any institution, entity or individual, that may facilitate the collection of said receivables.

# Exhibit "A"

Invoices Included in this conveyance:

Wind Crest 2.0

RCRI Project 748

Aggregate Outstanding Balance \$140,737.00

Invoices: RCRI No. 4046

Invoice No. 748-4 Dated April 15, 2009

RCRI No. 4009 RCRI No. 3990

Invoice No. 748-4REV Invoice No. 748-3

RCRI No. 39

Invoice No. 748-2

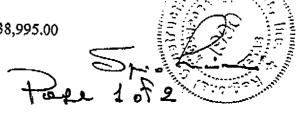
RCRI No. 3937

Invoice No. 748-1REV

Windcrest CB2.2 RCRI Project 756 Invoices:

Aggregate Outstanding Balance \$338,995.00





# Exhibit "A" Cont.

RCRI No. 4060	Invoice No. 756-7
RCRI No. 3990	Invoice No. 756-7
RCRI No. 4050	Invoice No. 756-6
RCRI No. 4041	Invoice No. 756-5
RCRI No. (Blank)	Invoice No. 756-3REV
RCRI No. 3978	Invoice No. 756-2
RCRI No. 39	Invoice No. 756-1

Windcrest RB2.1 RCRI Project 755 Invoices:

Outstanding Aggregate Balance \$105,551.00				
RCRI No. 4059	Invoice No. 755-7			
RCRI No. 4050	Invoice No. 755-6			
RCRI No. 4040	Invoice No. 755-5			
RCRI No. Blank	Invoice No. 755-4REV			
RCRI No. Blank	Invoice No. 755-3REV			
RCRI No. 3977	Invoice No. 755-2			
RCRI No. 39	Invoice No. 755-1			

Windcrest EPW RCRI Project 759 Invoices:

Outstanding Aggregate Balance \$ 72,276.00 RCRI No. 4039 Invoice No. 759-4 RCRI No. Blank Invoice No. 759-3(R) RCRI No. 3995 Invoice No. 759-2 RCRI No. 3986 Invoice No. 759-1REV

Executed on this 31st day of December 2009

Regional Construction Resources, Inc.

gio Eustani, President



State of Texas, County of Montgomery Subscribed and sworn to before this

31 of December, 2009

Notary Public

My Commission Expires: 7-06-2013

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

January 23, 2009 \$44,000.00February 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) 789-5575, 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:

3.00%

\$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:

- 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
11-14-2008	SUPPLIER: Regional Construction Resources, Inc.  BY: Sergio Luciani
	TITLE: Owner

# EXHIBIT "A" Contract Documents

<b>Drawing Number</b>	<b>Description</b>	<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 20<sup>th</sup> of the month for payment by the 20<sup>th</sup> 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.

C:\_\_\_\_\_Sub:\_\_\_\_\_

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

# EXHIBIT "C" Sales Tax Form

Subcontractor / Supplier Name:	Regional Construction Resources, Inc.
Address: 5600 NW Central, Suite 100, Houston, TX, 77092	
Job No. 554BR10	
Purchase Order Number: 02	
Is licensed to do business in the State of	of CO, sales tax registration number is 28-45379-000
-Will remit all sales tax on the taxable ite	ns in the Purchase Order to the State of CO on a timely reporting basis.  Date: 01/10/09
Title:	·
	******OR-****

Is not licensed to do business in the State of CO and will not include sales tax on any invoices.

Signed:

Date:

Title:

EC: \_\_\_\_ Sub:

Cost Code: 554BR10 - 48700-051000

# 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. 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.

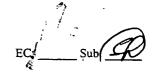
If your Application and Certificate for Payment is not fully completed and received in our office, at the above address by the 20th of the month, your payment will be delayed until the following months payment cycle.

EC: Sub:

# EXHIBIT "D"

# APPLICATION AND CERTIFICATE FOR PAYMENT

FROM:	703 Maiden Choice Baltimore, MD 212 Regional Construction	28	DATE: PROJECT NO.: JOB: APPLICANT NO. PERIOD TO:	554BR10 Enclosed Pedestrian Walkway
1. Origina	il Contract Amount		\$	
2. Change	Orders Issued to Date	e (Thru C.O. #)	\$	
3. Contrac	et Sum to Date (Line 1	+2)	<u> </u>	
4. Total C	ompleted & Stored to	Date	<u> </u>	
5. Less Re	tainage (%)		\$	···
6. Total Es	arned to Date Less Ret	tainage (Line 4-5)	<u> </u>	
	vious Requisitions		<u> </u>	
8. Payment	Due This Period (Lin	ie 6-7)	\$	<del>.</del>
Ch	yment will be made for lange Order has been is ditional costs or pendin	ssued by Erickson Constru	uction 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	554BR10
			COST CODE #	48700-051000
			APPROVED BY	·
			APPROVED DATE	
NCH LIST C	FINAL PAYMENT OMPLETED	YES NO	FOR ACCOUN	ITING USE ONLY
ARRANTY C		YES NO YES NO	DATE RECEIVED	ALIG GOL OTTEL
	UT BOOK -DEL) ERS COMPLETED	☐ YES ☐ NO		
(ANGE ORD)	CK2 COMPLETED	☐ YES ☐ NO	REVIEWED BY	J



Sub: 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	COUNTY OF DOTA					
WHEREAS the undersigned has been employed by	COOM I OF DOOR	GLAS)	) SS			
THE undersigned, for and in consideration of	To Whom It May Co	ncem:		•		
THE undersigned, for and in consideration of	WHEREAS the under	rsigned has been employ	yed by	to furn	is <b>h</b>	for the premises know
THE undersigned, for and in consideration of	as	of which		is the Owner,		•
DATED:	material, fixtures, app	aratus or machinery fur	nished and on the money fund	Ind on said above-described	premises, and the improver	nents thereon, and on t
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 set forth; if waiver is for a partnership, the partnership name should sign and designate him/herself as a partner.  CONTRACTOR'S AFFIDAVIT  To Whom It May Concern:  HE undersigned, being duly sworn, deposes and says that he is						
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 set forth; if waiver is for a partnership, the partnership name should sign and designate him/herself as a partner.  CONTRACTOR'S AFFIDAVIT  To Whom It May Concern:  HE undersigned, being duly sworn, deposes and says that he is	J.112D		. COMPANY: ADDRESS:		<del></del>	
CONTRACTOR'S AFFIDAVIT  To Whom It May Concern:  HE undersigned, being duly sworn, deposes and says that he is	SIGNATURE AND T	ITLE:			7.74. WA	
The undersigned, being duly sworn, deposes and says that he is	<del> </del>		CONTRACTOR'S ASSESSANT			
THE undersigned, being duly sworn, deposes and says that he is		•	CONTRACTOR'S AFFIDAVI	Т	•	
THE undersigned, being duly sworn, deposes and says that he is	o Whom It May Conc	em:				
and the total amount of the contract including extras is \$	•		•			
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S...h: Regional Construction Resources, Inc. Cost Code: 554BR10 - 48700-051000

# **EXHIBIT "F"**

# Final Lien Waiver

COUNTY OF DO					
COUNTY OF DOU	JGLAS)	) SS			
To Whom It May Co	oncem:				
WHEREAS the undo	ersigned has been employ	ved by	to furn	is <b>h</b>	for the premises kno
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DATED:		COMBAND	•		
CICNIATI DE AND		COMPANY:ADDRESS:			<del></del>
SIGNATURE AND T	FITLE:	paid. If a wavier is for a corpor			
	(	CONTRACTOR'S AFFIDAVI	T		
To Whom It May Con	cern:				
W. W		•			
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## **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.
- 1.5 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.

Suran: 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. <u>SUBCONTRACT TIME</u> 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





# **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:

1. 2. 3. 4. 5.	Original Contract Sum Change Order #1 Contract Sum to Date Total Completion to Date Less Previous Invoices	\$ 432,696.00 \$ 0.00 \$ 432,696.00 \$ 423,236.00 \$ 350,960.00
<i>6.</i>	Current Amount Due	\$ 350,960.00 \$ 7 <b>2,276.00 incl. 3% Sales Tax</b>

Current Amount Due This Invoice	\$ 72,276.0	7

Balance to Finish

\$ 9,460.00

THANK YOU FOR THIS NICE ORDER.

Project Name:   WindCrest EPW Highlands Ranch CO   D   E   Project Name:   Application Dais:   1/2/2/2009   Project Name:   WindCrest EPW Highlands Ranch CO   D   E   Project Name:   Application Dais:   1/2/2/2009   Project Name:	0.00	.,								
Project Name:   WindCrest EPPH Highlands Ranch CO		9.460.00	97.81%	423,236.00	0.00	72,276.00	300,960.00	702,000.00		
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Application   PAGE 1 OF 1 PAGES   PAGE 1 OF 1 PAGES		0.00	0%	0.00	0.00	000	0.00	0.00		24
Application   Page		0.00	0%	0.00	0.00	0.00	0.00	0.00		23
Paginal Construction Resources, Inc.   Application No.   A   A   A   A   A   A   A   A   A		0.00	0%	0.00	000 0	0.00	0.00	0.00		
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ubcontractor: Regional Construction Resources, Inc.         Application No: 4         App		0.00	200	0.00	0.00	0.00	0.00	0.00		30
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Description of Work   Detailing   Structural Steel   Structural Structural Steel   Structural Structural Steel   Structural Structural Steel   Structural Structural Steel   Structural Steel   Structural Structural Steel		0.00	0%	0.00	0.00	0.00	0.00	0 00		14
Application No:   Regional Construction Resources, Inc.   Application No:   Structural Steel   Application Structural Steel   Ap		0.00	0%	0.00	0.00	0.00	0.00	0.00		13
Application No:   Applicatio		0.00	0%	0.00	0.00	0.00	00.0	0.00		12
Application No.   Applicatio		0.00	0%	0.00	0.00	0.00	0 00	0.00		11
Application No:   Applicatio		0.00	0%	0.00	0.00	00.00	0.00	0.00		10
Application No:   Anchor Bolts and Embeds   30,000.00   0.00		0.00	0%	0.00	0.00	0 00	0.00	0.00		9
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PAGE 1 OF 1 PAGES   PAGE   Topication No.   4		0.00	0%/	0.00	000	0.00	0.00	0.00		10
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Anchor Bolts and Embeds   Structural Steel   Stru		3,400.00		0.00		0.00	0.00	0.00		7
Application No:   Application Date:   3/23/2009		0.00	7080	ω	0.00	72,276.00	301,960.00	383,696.00	Structural Steel	
Tractor : Regional Construction Resources, Inc.         PAGES           Application No: 4         Application No: 4         Application No: 4         Application Date: 3/23/2009         Period From: 2/1/2009         Period To: 3/31/2009		0.00	100%			0.00	10,000.00	10,000.00	triction boils and Embeds	
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		GES	GE 1 OF 1 PA	PAI				Description Inc.	ctor: Regional Construction	Subcontra

# "EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

	ERICKSON Construction, L.L.C. 703 Maiden Choice Lane	DATE: Jar	nuary 13, 2009	_	
	Baltimore, MD 21228	PROJECT: 554-E	PW	•	
EDOM.	Parional Construction P	Job:	• ••		
FROM:	Regional Construction Resources, Inc.	APPLICANT NO: PERIOD TO:	3		·
		TEMOD 10:	1/30/200	9	
1.	Original Contract Amount		\$432,696.0	0	
2.	Change Orders Issued to Date (Thru (	C.O.# )	\$ 0.00	<del>-</del>	
3.	Contract Sum to Date (Line 1	+ 2)	\$ 432,696.00	-	
4.	Total Complete and Stored to Date		\$\$423,236.00	_	
5.	Less Retainage (	0 %)	\$ 0.00	_	
6.	Total Earned to Date Retainage (Line		\$\$423,236.00		
7.	Less Previous Requisitions	•	\$350,960.00	_	
8.	Payment Due this Period (Line 6-7)			•	PO TATE
		•	72,276.00	INCL 3% SAL	ES IAX
SUBCON	TRACTORS AFFIDAVIT & RELEAS	E OF LIEN:			
	<del></del>			il suppliers for all his invoice is due	
CONTRA	CTOR: By:  (Officer, General Pa		Date:	2/23/09	
_	(Officer, General Pa	ent	as part of the Original Control	2/23/09	
CONTRA Jote:	(Officer, General Pa Sergio Luciani, Preside Payment will be made for only those co Change Order has been issued by Erick	ent	as part of the Original Contrac C. Please provide a list of any o	2/23/09	which a us for
Jote:	(Officer, General Pa Sergio Luciani, Preside Payment will be made for only those co Change Order has been issued by Erick	ent	as part of the Original Contrac C. Please provide a list of any o	2/23/09  et amount or for sutstanding claim	which a us for
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EC\_\_\_\_\_ Sub: \_\_\_\_

# "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) (Contractor)	\$ \$432,696.00 \$ \$0.00 \$ \$432,696.00 \$ \$423,236.00 \$ \$0.00 \$ \$423,236.00 \$ \$72,276.00 \$ \$9,460.00	INCL. 3% SALES TAX
The UNDERSIGNED being duly sworn states that he of Regional Construction Resources, Inc. (firm) who has for furnishing Structural and Miscellaneous Steel and Ere	is the President (title) as a contract with <u>Erickson Co</u>	nstruction L.L.C.	
real estate known and identified as Wind Crest EPW loc County, State of CO	the sum of SEVENTY TWO T ation dated 3-23-2009 are aforementioned property and f labor or services, materials, fix a stated above.  The contract status set forth abound suppliers employed by him none of such labors, subcontrainable real estate or the improve equest, the undersigned shall that is, in CTI form 5-2026.	d improvements thereon, and actures or apparatus hereton ve is an accurate statement have been paid all sums proctors or suppliers is or will lements thereon for labor or	nd on monies fore at and no reviously be materials
Signed this 23RD day of MARCH 2009  By signed and swom to before me this 23RD day of MARCH 2  My commission Expires: 6-16-2011  Page 1 of 1		ubcontractor	A THE PROPERTY OF THE PROPERTY
1 299 1 01 1	EC s	Sup.	

# APPLICATION AND CERTIFICATION FOR PAYMENT

CONTRACTOR OF 1 PAGES ARCHITECT Distribution to: OWNER PAGE 1 3/23/09 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 Sleet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT STRE		
NTP ACT OF BA	MOS TOWN	Change O. J.
ORIGINAL L		Net change ky Change O. J.
I. ORIGIN		7 Net chan

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.

432,696.00

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:

\$0.00 \$432,696.00 423,236.00 4. TOTAL COMPLETED & STORED TO DATE..... CONTRAC‡ SUM TO DATE (Line 1 ± 2)...... (Colunn & on G703) ۳,

\$0.00 of Completed Work . . (Column D + E on G703) of Stored Material. b. OI SW. (Column F on G703) RETAINAGE Š

Total Relainage (Lines 5a + 5b) or

\$423,236.00 6. TOTAL EARNED LESS RETAINAGE ..... Total in Column I of G703) (Line 4 Less Line 5 Total)

\$0.00

\$350,960.00 3. CURRENT PAYMENT DUE INCLUDES 3% SALES TAX..... PAYMENT (Line 6 from prior Certificate) ...... 7. LESS PREVIOUS CERTIFICATES FOR

\$72,276.00 \$9,460.00 ). BALANCE TO FINISH, INCLUDING RETAINAGE ...... (Line 3 less Line 6)

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 Degyments, the documents in the observations and the data comprising the application, the Architetiff of the Owner that to the best of the ARCHITECT'S CERTIFICATE EOR PAYMENT payment of the AMOUNT CERTIFIED.

2009

MARCH HARRIS

TEXASIMIANCY

Sergio Luciani,

Subscribed and

State of:

Notary Public

CONTRACTOR:

(01/9

My Commission expires:

03/23/09

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.

\$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 otal approved this Month Total changes approved

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

									-		o Retainage		00		30 60						0.00		0.00						0.00			0.00	0.00					30 60
	1 PAGES								٦		Balance to	(0,0)		5.00							00.0				0.00	00.0	00.0	00.0	0.0	00.0	0.00	00.0	0.00	0.00	0.00	00.0	0.00	81 736 00
	PAGE 1 OF 1 P/	3	12/19/2008	11/25/2008	12/30/2008						%	<u>.</u>	100%	20%	80%									%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	81.11%
	PΑ	Application No:	Application Date:	Period From:	Period To:	Job No:	Vendor No:	9	Total Complete	and Stored to	Date	(D+E+F)	39,000.00	9'000'9	306,960.00	00.0	00.0							0.00	00:0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	350,960.00
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SUBCONTRACT SCHEDULE OF VALUES	Subcontractor: Regional Construction Resources, Inc.		ime: WindCrest EPW Highlands Ranch CO	•			ď		Dooring	Description of Work		Detailing	Anchor Bolts and Embeds	Structural Steel																								
SUBC	Subcontra		Project Name:				∢		Item No			4	2	3	4	5	9	7	8	6	2	1-1	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

STATE OF: TEXAS  COUNTY OF: HARRIS  TO:	Original Contract Amount: \$ \$432,696.00  Approved Change Orders: \$ \$0.00  Adjusted Contract Amount \$ \$432,696.00  Complete to Date: \$ \$350,960.00  Retention: \$ \$0.00  Total Earned (Less Retention) \$ \$350,960.00  Previous Payments: \$ -\$44,000.00  Current Payment: \$ \$306,960.00  Current Payment: \$ \$306,960.00  (Title Insurer)  (Lender)  (Owner)
The UNDERSIGNED being duly sworn states that of Regional Construction Resources, Inc. (firm) who for furnishing Structural and Miscellaneous Steel and real estate known and identified as Wind Crest EPW County, State of CO	o has a contract with <u>Erickson Construction L.L.C.</u> <u>Erection</u> for the improvements being erected on located in <b>Highlands Ranch</b>
The UNDERSIGNED for and in consideration in payment of invoice or application dated 12-19-2008 (306,960.00) and other good and claims of right of lien or other consideration due or to become due on account furnished prior to	of the sum of THREE HUNDRED SIX THOUSAND NINE HUNDRED SIXTY DOLLARS on the aforementioned property and improvements thereon, and on monies at of labor or services, materials, fixtures or apparatus heretofore tion stated above.  at the contract status set forth above is an accurate statement and no s, and suppliers employed by him have been paid all sums previously at none of such labors, subcontractors or suppliers is or will be escribed real estate or the improvements thereon for labor or materials on request, the undersigned shall list the name of each of his
Signed this 19 th day of DECEMBER 2008	Regional Construction Resources, Inc. Contractor/Supplier/Subcontractor  By: Sergio Luciani President
signed and sworn to before me this 19th day of DECE	BER 2008 <u>.</u>
My commission Expires: 6-16-2011  Page 1 of	Stacy A Lewcun, Notary Public Story A Control of Texas Story A Control

# "EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

TO:	ERICKSON Construction, L.L.C. 703 Maiden Choice Lane	DATE: December 19	, 2008					
	Baltimore, MD 21228	PROJECT: 554-EPW						
FROM:	Regional Construction Resources, Inc.	Job: APPLICANT NO:	3					
	,	PERIOD TO:	12/30/2008					
1.	Original Contract Amount							
2.	S O	<b>.</b>	\$432,696.00					
3.	Control of the Contro		\$0.00					
4.	(	+ 2)	\$ 432,696.00					
5.	Total Complete and Stored to Date	•	\$ 350,960.00					
		<u>(</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)		\$306,960.00 INCL 3%	6 SALES TAX				
SURCON	TRACTORS AFFIDAVIT & RELEASE							
accordance	rsigned Subcontractor certifies: (i) that the vector with the Contract Documents; (ii) that it her which Erickson Construction has paid pre-	vork for which this payment re as paid its employees, sub-co	quest is being submitted has been processed as per processed and material supplier.	en completed in				
material to	or which Erickson Construction has paid pre	vious requests for payment: (i	ii) that the amount of this invoice	e is due.				
				•				
CONTRA	ACTOR: By:	4						
COIVING	(Officer, General Par	mer or Oumar)	Date:12/	19/08				
	Sergio Luciani, Presiden	it						
Note:	Payment will be made for sale it							
	Payment will be made for only those cos Change Order has been issued by Erickson additional costs or pending extras.	ts which are included as part on Construction L.L.C. Please	of the Original Contract amount of provide a list of any outstanding	or for which a g claims for				
NOTES:			TO BE COMPLETED BY PRO	OJECT MANAGER				
			RETAINAGE RELEASE					
			PROGRESS BILLING					
			RETAINAGE HELD					
			TOTAL AMOUNT DUE					
	·		PROJECT NUMBER	554-EPW				
			COST CODE	48400-05-1000				
			APPROVED BY					
FIN	AL PAYMENT		APPROVED DATE					
JNCH LIST (	COMPLETED YES NO		•					
ARRANTY C			FOR ACCOUNTING I	USE ONLY				
LM (CLOSE	OUT BOOK-DEL) YES NO		DATE RECEIVED					
IANGE ORD	ERS COMPLETED YES NO		REVIEWED BY					

EC\_\_\_\_\_ Sub: \_\_\_\_

# APPLICATION AND CERTIFICATION FOR PAYMENT

	3 Distribution to:	ARCHITECT			
AIA DOCUMENT G702	APPLICATION No:	PERIOD TO:	PROJECT No:	CONTRACT DATE:	
IEINI	Winder	CT:			The understand
	PROJECT:	VIA ARCHITECT:		N FOR PAYMENT	rection with the Contract.
L.L.C.	703 Maiden Choice Lane Baltimore, MD 21228	RACTOR: Regional Construction Resources	Houston, TX 77092  ONTRACT FOR: Structural Steel	ONTRACTOR'S APPLICATION FOR PAYMENT	pet ATA Desumer Case .
O OWNER:		ROM CONTRACTOR: Regional	ONTRACT F	ONTRA	ntinuation She

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.

432,696.00

ORIGINAL CONTRACT SUM..... Net change by Change Orders...... CONTRACT SUM TO DATE (Line 1 ± 2)..... 4. TOTAL COMPLETED & STORED TO DATE.....

Continuation Sheet, AIA Document G703, is attached

\$432,696.00 \$0.00

350,960.00

\$0.00

of Completed Work ...

(Column G on G703)

5. RETAINAGE:

12/19/08	HUMBRIS FEMENBER	in the second
Date:	d sworm to before me this 19 with 19 w	25 A. CLUCACA (10/10/11) 25 A. CLUCACA (10/10/10/11) 25 A. CLUCACA (10/10/10/11) 25 A. CLUCACA (10/10/10/10/10/10/10/10/10/10/10/10/10/1
	State of:  Subscribed and sworm to before me this  Notary Public:	My Commission expir

\_2008

ARCHITECT'S CERTIFIC 住民

\$0.00 \$350,960.00

5. TOTAL EARNED LESS RETAINAGE....

Total in Column I of G703) ......

Total Retainage (Lines 5a + 5b) or

b. of Stored Material. . (Column F on G703) Column D + E on G703)

(\$44,000.00) \$306,960.00 \$81,736.00

). BALANCE TO FINISH, INCLUDING RETAINAGE......

(Line 3 less Line 6)

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

PAYMENT (Line 6 from prior Certificate) .......

7. LESS PREVIOUS CERTIFICATES FOR

(Line 4 Less Line 5 Total)

Architect's knowledge, information and belief the Working High was 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 a specific of the Opperations and the data Architect's knowledge, information and belief the Work is in the contract of the contrac Architect's knowledge, information and belief the Workingh H payment of the AMOUNT CERTIFIED.

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MOUNT CERT	
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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.)

\$0.00

\$0.00 \$0.00

DEDUCTIONS

ADDITIONS

CHANGE ORDER SUMMARY

in previous months by Owner

Total changes approved

Total approved this Month

TOTALS

\$0.00 \$0.00

\$0.00

\$0.00

NET CHANGES by Change Order

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.

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



# **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:

<i>1</i> .	Original Contract Sum	\$ 432,696.00
<i>2</i> .	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

N + 2 oic		Resources, Inc.				Application No: 2	2 10F1PAGES 2 10/10/2008	GES	
rioject Name:	: WindCrest EPW Highlands Ranch CO	hlands Ranch CO				Period From:	11/25/2008		
						Period To:	12/25/2008		
<del></del>					_	Job No:			
-	В	C	6			Vendor No:			
-		,	2		Ъ	9		Ξ	-
Item No.	Description of Work	Scheduled Value	Work	c Complete	7	Total Complete			
			Applications	Place	Materials	and Stored to	ò	Balance to	Retainage
	Dotailing		ļ ļij	this Period	(not in D or E)	Date (D+E+F)	%	Finish	
	Anchor Bolts and Embode	39,000.00	00.00	39,000.00	0.00	39,000.00	100%	0.00	000
Stri	Structural Steel	10,000.00	5,000.00	0.00	00.0	5,000.00	%09	5,000.00	0.00
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TOTAL		0.00	0.00	00.00	00.00	0.00	%0	00.0	0.00
		4.7. KUR 101							

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### 9. BALANCE TO FINISH, INCLUDING RETAINAGE..... J. CURRENT PAYMENT DUE INCLUDES 3% SALES TAX...... 7. LESS PREVIOUS CERTIFICATES FOR 6. TOTAL EARNED LESS RETAINAGE ..... 1. ORIGINAL CONTRACT SUM..... Application is made for payment, as shown below, in connection with the Contract. CONTRACT FOR: Structural Steel FROM CONTRACTOR: ontinuation Sheet, AIA Document G703, is attached. CONTRACTOR'S APPLICATION FOR PAYMENT NET CHANGES by Change Order TO OWNER: APPLICATION AND CERTIFICATION FOR PAYMENT in previous months by Owner RETAINAGE: Total approved this Month Fotal changes approved CONTRACT SUM TO DATE (Line 1 ± 2)..... TOTAL COMPLETED & STORED TO DATE... 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 D + E on G703) (Column F on G703) of Completed Work . . . of Stored Material... ERICKSON Construction, L.L.C. 5600 Northwest Central Drive, Ste. 100 Houston, TX 77092 Regional Construction Resources Baltimore, MD 21228 703 Maiden Choice Lane ADDITIONS \$0.00 \$0.00 \$0.00 \$0.00 VIA ARCHITECT: DEDUCTIONS PROJECT \$388,696.00 \$39,000.00 (\$5,000.00) \$44,000.00 \$432,696.00 432,696.00 44,000.00 \$0.00 \$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 ARCHITECT: (Attach explanation if amount certified differs from the amount applied. Initial all figures on this State or: Application and on the Continuation Sheet that are changed to conform to the amount certified., AMOUNT CERTIFIED ..... of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED. comprising the application, the Architect certified application. Architect's knowledge, information and belief the Work has progressed as indicated, the quality In accordance with the Contract Documents, has by ARCHITECT'S CERTIFICA My Commiss Notary Public Subscribed and 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 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, Windcrest EPW Sergio Lucia to before me this TEXAS AIA DOCUMENT G702 PROJECT No. CONTRACT DATE PERIOD TO APPLICATION No: When hat to the best of the Sife observations and the data **GEMBER** PAGE Distribution to: -유 CONTRACTOR ARCHITECT OWNER 1 PAGES

#### "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 \$ \$-\$5,000.00 \$ \$39,000.00 \$ \$388,696.00	INCL. 3% SALES TAX
The UNDERSIGNED being duly sworn states that of Regional Construction Resources, Inc. (firm) who	he is the President (title)	nstruction L.I.C	
for furnishing Structural and Miscellaneous Steel and	Frection for the improvements bo	ing granted an	
real estate known and identified as Wind Crest EPW	located in Highlands Ranch	ing elected off	
County Otals 100	/		
The UNDERSIGNED for and in consideration in payment of invoice or application dated 12-10-2008 and other good and claims of right of lien on the aforem or other consideration due or to become due on accour furnished prior to	nentioned property and improvement of labor or services, materials, factor stated above.  At the contract status set forth about at none of such labors, subcontrates are none of such labors, subcontrates are none of such labors.	ents thereon, and on moni ixtures or apparatus heret we is an accurate stateme have been paid all sums actors or suppliers is or will rements thereon for labor	ies ofore ent and no previously Il be or materials
Signed this <b>10 th</b> day of <u>DECEMBER 2008</u>	Regional Construction Contractor/Supplier/Si  By:  Sergio Luciari, Presid	Resources Inc.	
signed and sworn to before me this 10th day of DECEM  My commission Expires: 6-16-2011	Dlava	HILLING A LEW	
Page 1 of 1	Stacy A. Lewcun,	Notary Dublic of TENS	

## "EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

703 Maiden Choice Lane Baltimore, MD 21228	PROJECT: 554-EPW	0, 2008	
FROM: Regional Construction Resources	Job:	2 12/25/2008	
1. Original Contract Amount		\$ 432,696.00	
2. Change Orders Issued to Date	e (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 %)		
6. Total Earned to Date Retainag			
7. Less Previous Requisitions	(=4.0 + 5)		
	ine 6-7)	\$5,000.00 \$39,000.00 INCL 3%	4 CATEC TAV
SUBCONTRACTORS AFFIDAVIT & R		<u> </u>	OSALES PAX
Sergio Luciani, ote: Payment will be made for only	those costs which are included as part	of the Original Contract amount	or for which a g claims for
OTES:		TO BE COMPLETED BY PRO	OJECT MANAGER
	•	RETAINAGE RELEASE	
		PROGRESS BILLING	
		RETAINAGE HELD	
		TOTAL AMOUNT DUE	
		PROJECT NUMBER	554-EPW
		COST CODE	48400-05-1000
	•	APPROVED BY	
FINAL PAYMENT		APPROVED DATE	
	_NO		
IC STOCK DELIVERED YES	NO   NO	FOR ACCOUNTING	USE ONLY
(CLOSEOUT BOOK-DEL)YES	NO NO	DATE RECEIVED	
153		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.	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 Tax
•	Carrent Amount Due	3	5,000.00 incl. 3% Sales Tax

Current Amount Due This Invoice \$ 5,000.00

Balance to Finish

8 427,696.00

THANK YOU FOR THIS NICE ORDER.

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Previous
Applications
39 000 00
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#### 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, begin in on one observations and the data comprising the application, the Architect of the Original Architect's knowledge, information and belief the Membras progressed as indicated, the quality in accordance with the Contract Documents, that all amounts have been paid by the Contractor 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 G 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, FOR PAYMENT Contractor named herein. Issuance, payment and acceptance of payment are without PAGE 11/12/08 November HARRIS 1rev prejudice to any rights of the Owner or Contractor under this Contract. from the Owner, and that current payment shown herein is now due. A STANDARD OF THE STANDARD OF Date: CONTRACT DATE: APPLICATION No. AIA DOCUMENT G702 PROJECT No: PERIOD TO: ARCHITECT'S CERTIFICA payment of the AMOUNT CERTIFIED. in to, before me this TEXAS Sergio Luciani, President AMOUNT CERTIFIED ... My Commissible expire Windcrest EPW CONTRACTOR: Subscribed and sh Notary Public:/ ARCHITECT: State of: APPLICATION AND CERTIFICATION FOR PAYMENT TO OWNER: ERICKSON Construction, L.L.C. VIA ARCHITECT: 432,696,00 5,000.00 \$432,696.00 \$0.00 \$0.00 \$5,000.00 \$0.00 \$0.00 \$0.00 \$5,000.00 \$427,696.00 DEDUCTIONS CONTRACTOR'S APPLICATION FOR PAYMENT PROJECT: Application is hade for payment, as shown below, in connection with the Contract. Net change by Change Orders ..... CONTRACT SUM TO DATE (Line $1 \pm 2$ )..... 4. TOTAL COMPLETED & STORED TO DATE.... 10TAL EARNED LESS RETAINAGE.... \$0.00 8. CURRENT PAYMENT DUE INCLUDES 3% SALES TAX...... \$0.00 \$0.00 \$0.00 BALANCE TO FINISH, INCLUDING RETAINAGE..... \$0.00 ADDITIONS 5600 Northwest Central Drive, Ste. 100 PAYMENT (Line 6 from prior Certificate) ....... ORIGINAL|CONTRACT SUM .... Regional Construction Resources Total in Column I of G703)...... Continuation Sheet, AIA Document G703, is attached. 703 Maiden Choice Lane 7. LESS PREVIOUS CERTIFICATES FOR Houston, TX 77092 Total Retainage (Lines 5a + 5b) or Baltimore, MD 21228 of Completed Work CHANGE ORDER SUMMARY CONTRACT FOR: Structural Steel (Line 4 Less Line 5 Total) Column D + E on G703) of Stored Material. NET CHANGES by Change Order b. 01 Just (Column F on G703) in previous months by Owner (Line 3 less Line 6) Fotal approved this Month FROM CONTRACTOR: (Column C on G703) Total changes approved RETAINAGE: TOTALS

1 PAGES

#### "EXHIBIT "E"

## CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

COUNTY OF: HARRIS	Original Contract Amount: Approved Change Orders: Adjusted Contract Amount Complete to Date: Retention: Total Earned (Less Retention) Previous Payments: Current Payment:	\$ \$432,696.00 \$ \$0.00 \$ \$432,696.00 \$ \$5,000.00 \$ \$5,000.00 \$ \$5,000.00 \$ \$5,000.00	INCL. 3% SALES TAX
TO:	Contract Balance: (Title Insurer)(Lender)(Owner)(Contractor)	\$\$427,696.00	
The UNDERSIGNED being duly sworn states that he of Regional Construction Resources, Inc. (firm) who for furnishing Structural and Miscellaneous Steel and E real estate known and identified as Wind Crest EPW	has a contract with <u>Erickson Confection</u> for the improvements be	nstruction L.L.C.	
The UNDERSIGNED for and in consideration of in payment of invoice or application dated 11-12-2008 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 UNDERSIGNED, respectfully warrants that other sums are claimed, that all laborers, subcontractors, due and all current sums due out of this payment and the entitled to claim or assert any claim against the above defurnished to or for the account of the undersigned. (Upor subcontractors, and suppliers, with contract and payment Affidavit, attach same hereto and upon request furnish with the sum of the undersigned.	entioned property and improvement of labor or services, materials, from stated above.  It the contract status set forth about and suppliers employed by him at none of such labors, subcontracts states or the improvement of the undersigned shall at the size of the undersigned shall at the size of the undersigned shall at	ents thereon, and on monixtures or apparatus heret ve is an accurate stateme have been paid all sums actors or suppliers is or will rements thereon for labor	ent and no previously Il be or materials
Signed this 12 th day of NOVEMBER 2008	Regional Construction Contractor/Supplier/Si  By:  Sergio Luciani, Resid	ubcontractor	Mulingy Y A / Jugg
signed and sworn to before me this 11th day of NOVEME  My commission Expires: 6-16-2011  Page 1 of 1	· •	KRIMINI. SIOTA	XAS
	EC S	ub:	iii

# "EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

TO: ERICKSON Construction, L.L.C. 703 Maiden Choice Lane	DATE: November 12	, 2008	
Baltimore, MD 21228	PROJECT: 554-EPW		
FROM: Regional Construction Resources, Inc.	Job:		
regional Construction Resources, Inc.	APPLICANT NO: PERIOD TO:	11/25/2000	
		11/25/2008	<del></del>
1. Original Contract Amount		\$432,696.00	
<ol><li>Change Orders Issued to Date (Thru )</li></ol>	C.O.# )	\$ 0.00	
3. Contract Sum to Date (Line 1	+ 2)	\$432,696.00	
4. Total Complete and Stored to Date		\$ 5,000.00	
5. Less Retainage (	0 %)	\$ 0.00	
6. Total Earned to Date Retainage (Line	e 4-5)	\$5,000.00	
7. Less Previous Requisitions	ŕ	\$ 0.00	
8. Payment Due this Period (Line 6-7)			0.17.70.70.70
	•	\$5,000.00 INCL 3%	SALES TAX
SUBCONTRACTORS AFFIDAVIT & RELEASI	E OF LIEN:		
The undersigned Subcontractor certifies: (i) that the accordance with the Contract Documents; (ii) that it i material for which Erickson Construction has paid pro-	has paid its employees, sub-co evious requests for payment: (i	ntractors, and material suppliers ii) that the amount of this invoice	n completed in for all work and is due.
CONTRACTOR: By:	hie .	Date: 11/1	12/08
(Officer, General Par Sergio Luciani, Preside	rtner, or Owner)		
Note: Payment will be made for only those cost Change Order has been issued by Ericks additional costs or pending extras.	sts which are included as part of on Construction L.L.C. Please	of the Original Contract amount or provide a list of any outstanding	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-EPW
		COST CODE	48400-05-1000
		APPROVED BY	
FINAL PAYMENT		APPROVED DATE	
INCH LIST COMPLETED YES NO ARRANTY COMPLETED YES NO			
TIC STOCK DELIVERED YES NO		FOR ACCOUNTING U	SE ONL Y
M (CLOSEOUT BOOK-DEL)  ANGE ORDERS COMPLETED  YES NO YES NO		DATE RECEIVED	
10		REVIEWED BY	

EC\_\_\_\_\_ Sub: \_\_\_\_

## PARTIAL LIEN WAIVER

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

450
-----

STATE OF Colorado

SS				TATTITUTE	
COUNTY OF Douglas County		17	#	Attn: Una	
TO NUION CONTRACTOR			2	bu.	2/5/08
TO WHOM IT MAY CONCERN	l:			$\sim g$	95101
WHEREAS the undersigned has bee	n employed by Erick	son Construction, LL	C to furnish		for the premises known as
WCD BR10 of which Littleton Camp	ous, LLC is the owne	τ.			are promises known as
THE undersigned, for and in consideration, the receipt of which is h	tion of Forty-Four T	housand And NO/100	) Dallas		
					and other good and valuable
or right to, lien, under the statutes of th improvements thereon, and on the mate	e State of Colorado, 1	elating to mechanics' li	iens, with respect to and	hereby waive and reli	ease and all lien or claim of,
improvements thereon, and on the mate due from the Owner, on account of labo	erial, fixtures, apparat	us or machinery furnish	hed, and on the money,	funds or other consid	derations, due or to become
due from the Owner, on account of laborate the above-described premises.	or services, material,	fixtures, apparatus or m	nachinery, heretofore fu	mished, to this date o	only, by the undersigned for
					3
DATED: <u>January 20, 2009</u>		ر COM	PANY: REGIONAL	CONSTRUCTION	•
SIGNATURE AND TITLE:	31 6	ADD	RESS:	/	0 : 1
	amount noid If			CUCIANI, 1	Tescent
NOTE: All waivers must be for the full be set forth; if waiver is for a partnership	amount paid. If war	ver is for a corporation,	corporate name hould	be used, the title of	officer signing waiver should
	————	ie should sign and desi	gnate him/herself as a p	artner.	
	CO	NTRACTOR'S A	FFIDAVIT		
TO WHOM IT MAY CONCERN	:				
THE undersigned, being duly	sworn, deposes and	says that he is	DANK	of the	
REGIONAL CONSTRUCTION who i	s the contractor for th	ne	work	on the building loca	ited at
	wned by Littleton C:				
That the total amount of the contract inclutive, correct and genuine and delivered un	uding extras is \$432.	596.00 on which he had	received co		
true, correct and genuine and delivered un following are the names of all parties who	nconditionally and the	at there is no claim eith	er legal or equitable to	0.00 prior to this pay	ment. That all waivers are
following are the names of all parties who portions of said work or for material enter	have furnished mate	rial or labor, or both, for	or said work and all par	ties having contracts	said waivers. That the
portions of said work or for material enter include all labor and material required to	ring into the construc	tion thereof and the am	ount due or to become	due to each, and that	the items mentioned
include all labor and material required to	complete said work a	ccording to plans and s	pecifications:	•	monaoned
NAME	Water	CONTRACT		Terric	
	WHAT FOR	PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE
					<del></del>
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WCD Enclosed Pedestrian Bridge 554BR10

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			
DATE 1/20/2009 CHECK 69659			44,000.00

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

PNC Bank PO Box 324 Batlimore, MD

1/20/2009

44,000.00

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D. THE

REGIONAL CONSTRUCTION
RESOURCES INC
5600 NW CENTRAL SUITE 160
ATTN RICHARD SCANDREFT
HOUSTON TX 77092

"OOO69659" 1:0540000301 5501360699"

PARTIAL LIEN WAIVER

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

STATE OF Colorado

SI.TIE OF COMMAND				Linthic	cum, MD 21090
COUNTY OF Douglas County	•		A	ttn: Oina	mhon
TO WHOM IT MAY CONCERN:				Jy.	3/6/09
				O	, ,
WHEREAS the undersigned has been WCD BR10 of which Littleton Camp	n employed by <u>Ericks</u> ous, LLC is the owner.	on Construction, LLC	to furnish		for the premises known as
THE undersigned, for and in considerate other good and valuable consideration	tion of Three Hundre	d Six Thousand Ni-	YY 1 . 1 O)		
and all lien or claim of, or right to, lien, premises, and the improvements thereor	under the statutes of t	he State of Colorado, re	clating to mechanics' li	ens with respect to	aw, hereby waive and releas
premises, and the improvements thereon due or to become due from the Owner, of	n, and on the material,	fixtures, apparatus or n	nachinery furnished, a	ad on the money for	and on said above-describe
due or to become due from the Owner, of undersigned for the above-described pre	on account of labor ser	rvices, material, fixture	s, apparatus or machin	ery, heretofore furni	shed, to this date only but
See the table above-discribed pre	amses.				
DATED: February 20, 2009		COM	AND DECIONAL		)
			PANY: <u>REGIONAL (</u> ESS:	ONSTRUCTION	<i>.</i> .
SIGNATURE AND TITLE:			2000	o Luciani .	Casidost
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, o	corporate name should		Officer signing waiver show
be set forth; if waiver is for a partnership	o, the partnership name	should sign and design	nate him/herself as a pa	artner.	9-Press 4-81401 21101
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TO WHOM IT MAY CONCERN	_				
THE undersigned, being duly	swom, deposes and sa	avs that he is	Sidort	<b>C.</b> •	
REGIONAL CONSTRUCTION who is	s the contractor for the	;		of the	
ov	wned by <u>Littleton Car</u>	mpus, LLC		on the building 100	icu ai
waivers are true, correct and genuine and That the following are the names of all pa for specific portions of said work or for m mentioned include all labor and material r  NAME	aterial entering into th	a construction of factor, or	both, for said work ar	to become due to ea	contracts or subcontracts and that the items
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any kind or to be done upon or in connection	n with said work othe	r than above stated.	or to occome due to a	ny person for mater	al, labor or other work of
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Signed this day of	ry ,20 09	Signature		· h	
Signed and sworn to before me this	day of Albori	XIIIIIIIIIIIII DG	V		
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Erickson Construction, LLC
Contract 96891 00501
Job Number 554BR10 WCD Enclosed Pa

554BR10 WCD Enclosed Pedestrian Bridge

CHECK NO. 70341

DATE Completed This Period Completed Prior Period Contract Balance Completed to Date Contract Amount 2/20/2009 CHECK NUMBER INVOICE AMOUNT 432,696.00 350,960.00 0.00 350,960.00 81,736.00 RETAINAGE 0.0.0.0.0 PAYMENT 0.00 350,960.00 306,960.00 350,960.00 81,736.00 0.00

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

PNC Bank
PO Box 324
Baltimore, MD 21203-0324

DATE CHE 7

CHECK NO.

AMOUNT 306,960.00

THE ORDER OF

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

"PP303541" 120540000301 5501360699"

#### 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

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
0	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

	,
Contract amount	\$936,005.00
Change Orders	\$-44,629.00
Contract sum to Date	\$891,376.00
Invoiced	\$891,376.00
Paid to date	\$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:

 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 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.

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.

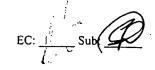
### 10. THE MATERIALS CONTRACT DOCUMENTS

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:

DATE:

BY: David Tague
TITLE: Vice President of Construction

SUPPLIER: Regional Construction Resources, Inc.

BY: Sergio Ludani
TITLE: President

EC:\_\_\_Sub:\_\_\_

## EXHIBIT "A" Contract Documents

<b>Drawing Number</b>	er Description	<u>Date</u>
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
<b>30.02A</b>	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	W 11 G	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
		;

EC: \_\_\_\_ Sub: \_\_\_\_

22.22		Cost Code: 554RB22 - 48700-051000
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
		· · · · · · · · · · · · · · · · · · ·

<b>60.00</b>		Cost Code: 554RB22 - 48700-05100
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
		. ;

		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 ,	<b>Enlarged Mechanical Room</b>	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

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77 1.014 4		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.
- 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
- 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 20<sup>th</sup> of the month for payment by the 20<sup>th</sup> of the following month.

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- 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.

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## 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 CO, sales tax registration number is 28-46379-0003  Will remit all sales tax on the taxable items in the Purchase Order to the State of CO on a timely reporting basis.  Signed: Date: 10/30/08  Title: President
**********

Is not licensed to do business in the State 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.
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.

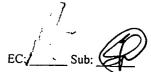
If your Application and Certificate for Payment is not fully completed and received in our office, at the above address by the 20th of the month, your payment will be delayed until the following months payment cycle.

EC: Sub:

### EXHIBIT "D"

## APPLICATION AND CERTIFICATE FOR PAYMENT

TO: FROM:	703 Maiden Choic Baltimore, MD 21		DATE: PROJECT NO.: JOB: APPLICANT NO PERIOD TO:	554RB22 Sandpiper Hollow D.:
1. Origina	l Contract Amount		\$	
2. Change	Orders Issued to Da	te (Thru C.O. #)	\$	
3. Contrac	t Sum to Date (Line	1+2)	\$	
4. Total Co	ompleted & Stored to	Date Date	\$	
5. Less Ret	ainage (%)		\$	
6. Total Ea	rned to Date Less Ro	etainage (Line 4-5)	\$	
	vious Requisitions	•	\$	
8. Payment	Due This Period (Li	ine 6-7)	\$	
<b>Note:</b> Pay Cha	ment will be made fo	ssued by Erickson Constr	are included as part of the Origin	nal Contract amount or for which a list of any outstanding claims for
NOTES:			TO BE COMPLETED	BY PROJECT MANAGER
			RETAINAGE RELEASE	<u>\$</u>
			PROGRESS BILLING	\$
			RETAINAGE HELD	\$
			TOTAL AMOUNT DUE	\$
			PROJECT NUMBER	554RB22
			COST CODE #	48700-051000
			APPROVED BY	
			APPROVED DATE	
PUNCH LIST CO		☐ YES ☐ NO	FOR ACCOUN	TING USE ONLY
WARRANTY CO ATTIC STOCK D	ELIVERED	YES NO YES NO	DATE RECEIVED	ALIGO ODE ONE
O&M (CLOSEOU CHANGE ORDER	T BOOK -DEL)	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

STATE OF COLOR	ADO)	•			•
COUNTY OF DOUG	GLAS)	) SS			
To Whom It May Co	ncem:			·	
WHEREAS the under	rsigned has been employ	yed by	to furn	nish	_ for the premises kr
	of which		is the Owner,		and provinces in
THE undersigned, for which is hereby ackno statutes of the State of material, fixtures, app.	and in consideration of owledged, do(es), to the Colorado, relating to maratus or machinery for	f( e fullest extent permitted by lavechanics' liens, with respect to a mished, and on the money, fund r machinery, heretofore furnish	S	other good and valuable con e and all lien or claim of, or d premises, and the improve	sideration, the recei right to, lien, unde ments thereon, and o
DATED		COMPANY: ADDRESS:			acsenbed premises
J.1125	······································	COMPANY:	·	·	
SIGNATURE AND T	ITLE:	paid. If a wavier is for a corpor partnership name should sign a	<del></del>	<del></del>	•
		CONTRACTOR'S AFFIDAVI	Т		<del> </del>
To Whom It May Conc	em:				
THE undersigned, being	duly sworn, deposes a	ind says that he is	of the		
	· ,				
That the total amount of this payment. That all w	the contract including e	work on the extras is \$ tand genuine and delivered un	on which he has rec	eived payment of \$	pric
That the total amount of this payment. That all walidity of said waivers. ontracts or subcontracts and that the items mention	the contract including e valvers are true, correct That the following are		on which he has reconditionally and that then ave furnished material or	eived payment of \$ e is no claim either legal or labor, or both, for said work	pricequitable to defeat
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## EXHIBIT "F"

## Final Lien Waiver

		) SS			
COUNTY OF DOU	(GLAS)	, 33			,
To Whom It May Co	oncem:				
WHEREAS the unde	ersigned has been employ	yed by	to furn	nish	_ for the premises k
	of which		is the Owner,		
mechanics' liens, with furnished, and on the	h respect to and on said a money, funds or other co	waive and release and all lien o bove-described premises, and to insiderations, due or to become	he improvements thereon, a	and on the material, fixtures	e of Colorado, relat , apparatus or mach
		aybe furnished at any time here			nises.
		. COMPANY: ADDRESS:			<del></del>
		paid. If a wavier is for a corpor			
		CONTRACTOR'S AFFIDAVI			<del> </del>
	•	CONTRACTOR'S AFFIDAVI	T		
o Whom It May Cond	cern:				
HE undersigned, being	ig duly sworn, deposes a	nd savs that he is	6.1		
			of the		(name of com
ne undersigned, for ), is coustomer's full satis	and in consideration and other good and value faction. Furthermore, to	and upon payment in severable consideration, does hereby to the extent permitted by law fi	n business day, of the	sum of d to on the reverse side has	Do
ne undersigned, for 	and in consideration and other good and valua faction. Furthermore, to tatutes of the State of Co goods, apparatus or mac	and upon payment in cave	n business day, of the certify that the work referre ne undersigned, does hereb chanics' and/or materialme	sum of	D been fully perform I all lien or claim and on Premises, a
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EC; Sub

## EXHIBIT "G"

## SUBCONTRACTOR SCOPE OF WORK

SEE ATTACHED

EC: Subs

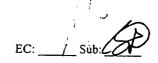
#### EXHIBIT G ATTACHMENT

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

- 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 RB2.2 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: \_\_\_\_Sub:

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	PAGE 1 OF 1 PAGES		4/30/2009	4/1/2009	4/30/2009						%				100%									100%		%0	%0					%0							100.0
	PA	Application No:	Application Date:	Period From:	Period To:	Job No:	Vendor No:		Total Complete	and Stored to	Date	(D+E+F)	94,250.00	45,000.00	653,755.00	143,000.00	15,180.00	00 0	4 772 00	15 523 00	13,323.00	-32,930.00	400.00	-6,184.00	0.00	0.00	0.00	0.00	00.00	0.00	0.00	0.00	00.0	00.0	0.00	00.00	0.00	0.00	891.376.00
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								Е	k Complete	Work in		this Period			0.00	6,905.00	0.00						0.00	0.00	00:0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.00	00.0	00.00	00.0	00.0	00.0	6,905.00
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UES	Doggan Inc	Resources, Inc.	Wind Greet RB 2.2 Highlands Bank CO	igilialius Kalich CO				0		Scheduled Value			94,250.00	45,000.00	653,755.00	143,000.00	15,180.00	0.00	4,772.00	-15,523.00	-32,930.00	400 00	-6 184 OO	0,101.00	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	891,376.00
SUBCONTRACT SCHEDULE OF VALUES	Subcontractor: Regional Construction Bosonias 1-2							٥	:	Description of Work		Dotailing	Anchor Bolts and First	Strictural Stock	Missing Steel	IMISCOLIANOUS	CHANGE ORDER # 1	PENDING CHANGE ORDERS	DECO RAILS	LINK BRIDGE	BALCONY RAILS	ELEV. PIT LADDER	FIELD BOLTS																
SUBC	Subcontre		Project Name:			<del>-</del>	d	3	140.00	ON HEAD		-		1 ~	, ,		6	0						_	8	6	10	=======================================	12	ָבָי בּי	2 2	45	<u>ان</u>	2 !	<u> </u>	2 9	13	07	IOIAL



#### **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

<i>1</i> .	Original Contract Sum	\$	936,005.00
<i>2</i> .	Change Order #1	\$	15,180.00
<i>3</i> .	PENDING CHANGE ORDERS	\$	-59,809.00
<i>4</i> .	Contract Sum to Date	\$	891,376.00
<i>5</i> .	Total Completion to Date	\$	891,376.00
6.	Less Previous Invoices	\$	884,471.00
<i>7</i> .	Current Amount Due Incl 3% Sales Tax	-	6,905.00
			•

Current Amount Due This Invoice	\$ 6,905.00

Balance to finish

\$

0.00

THANK YOU FOR THIS NICE ORDER.

# Regional Construction Resources, Inc. 5600 Northwest Central Drive #100

Houston, TX 77092

## **Invoice**

Date	Invoice #
4/30/2009	756-7

Bill To		<del></del>

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

l	Item	Description	Est Amt	Prior Amt	Prior %	Qty	Rate	Curr %	Total %	Amount
		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	25.962.40				·	0.78%		
L										

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

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%	100.00%	6,703.91
CHANGE ORDER				ļ		<u> </u>		
April 1, 2009 > Added 1 202. (+\$14,737.86) Total change to estimate +\$15,180.00		·						
~								
CHANGE ORDER								
April 8, 2009 > Added 1 202. (-\$49,866.98) Total change to estimate -\$51,363.00					-			
~~						-		
, `						l		
	CHANGE ORDER  April 1, 2009  > Added 1 202. (+\$14,737.86)  Total change to estimate +\$15,180.00  CHANGE ORDER  April 8, 2009  > Added 1 202. (-\$49,866.98)  Total change to estimate -\$51,363.00	Material General (Raw) 908742.72  ——————————————————————————————————	Material General (Raw) 908742.72 902038.81  ——————————————————————————————————	Material General (Raw) 908742.72 902038.81 99.26%  ———————————————————————————————————	Material General (Raw) 908742.72 902038.81 99.26%  ———————————————————————————————————	Material General (Raw) 908742.72 902038.81 99.26% 6,703.91  ———————————————————————————————————	Material General (Raw) 908742.72 902038.81 99.26% 6,703.91 0.74%  ———————————————————————————————————	Material General (Raw) 908742.72 902038.81 99.26% 6,703.91 0.74% 100.00%  ————————————————————————————————

Payments/Credits

Balance Due

#### "EXHIBIT "E"

# CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

COUNTY OF: HARRIS	Original Contract Amount: Approved Change Orders: Adjusted Contract Amount Complete to Date: Retention: Total Earned (Less Retention) Previous Payments: Current Payment: Contract Balance:	\$ \$936,005.00 \$ -\$44,629.00 \$ \$891,376.00 \$ \$91,376.00 \$ \$0.00 \$ \$891,376.00 \$ -\$884,471.00 \$ \$6,905.00 \$ \$0.00	INCL. 3% SALES TAX
TO:	(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	no has a contract with <u>Erickson C</u> <u>Erection</u> for the improvements b		
real estate known and identified as Wind Crest RB 2  County, State of COand owned to	oy		
The UNDERSIGNED for and in consideration  DOLLARS (\$6,905.00 ) in payment of invoice or a and other good and claims of right of lien on the aforei or other consideration due or to become due on accou- furnished prior to  , 2009, except for the reter	application dated 4/30/2009 mentioned property and improver unt of labor or services, materials,	ments thereon, and on mor	niee
The UNDERSIGNED, respectfully warrants the other sums are claimed, that all laborers, subcontracted 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	nat the contract status set forth abors, and suppliers employed by hithat none of such labors, subcont described real estate or the impropon request, the undersigned shaent status, in CTI form F-3926- C	m have been paid all sums tractors or suppliers is or w ovements thereon for labor all list the name of each of l	previously vill be or materials
Signed this 30TH day of APRIL 2009	Regional Construction Contractor/Supplier/	on Resources, Inc. Subcontractor	_
signed and sworn to before me this 30TH day of APRI	By:  Sergio Luciani, Pres L 2009.	ident ident ident	LEWCUM,
My commission Expires: 6-16-2011	Stacy A. Lewcur	n, Notary Publishin 6 16 20	EXP. s. s. in
Page 1 of	1 EC	Sub:	Kr

\_\_ Sub: \_

# "EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

TO:	ERICKSON Construction, L.L.C.	DATE: April 30,	2007		
	703 Maiden Choice Lane Baltimore, MD 21228 PF	ROJECT: 554-RB-2.2	·*		
	Jo				
FROM:		PPLICANT NO:	7	•	
	PE	ERIOD TO:	4/30/2009		
-					
1.	Original Contract Amount		\$ 936,005.00		
2.	Change Orders Issued to Date (Thru C.O. #	<b>#</b> )	\$44,629.00		
3.	Contract Sum to Date (Line 1 + 2)		\$ 891,376.00		
4.	Total Complete and Stored to Date		\$ 891,376.00		
5.	Less Retainage ( 10 %)	)	\$0.00		
6.	Total Earned to Date Retainage (Line 4-5)	)	\$ 891,376.00		
7.	Less Previous Requisitions		\$884,471.00		
8.	Payment Due this Period (Line 6-7)		\$6,905.00 INCL 39	% SALES TAX	••
SUBCON	TRACTORS AFFIDAVIT & RELEASE OF	LIEN:		71	
The unde	rsigned Subcontractor certifies: (i) that the work	for which this navment red	uest is heing submitted has be	on completed in	
	e with the Contract Documents; (ii) that it has p	aid its employees, sub-cor	ntractors and material cumulion	re for all work and	
accordan	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				
accordan	or which Erickson Construction has paid previous	is requests for payment: (ii	i) that the amount of this invoice	e is due.	
accordan	or which Erickson Construction has paid previous	is requests for payment: (ii	i) that the amount of this invoice	e is due.	
accordan	or which Erickson Construction has paid previou	is requests for payment: (ii	i) that the amount of this invoice	e is due.	
material fo	ACTOR: By:	ıs requests for payment: (ii	i) that the amount of this invoice	e is due. 1/30/09	
material fo	ACTOR: By:  (Officer, General Partner	ıs requests for payment: (ii	i) that the amount of this invoice	e is due.	
material fo	ACTOR: By:	ıs requests for payment: (ii	i) that the amount of this invoice	e is due.	
material for	ACTOR: By:  (Officer, General Partner Sergio Luciani, President  Payment will be made for only those costs w	rs requests for payment: (ii	i) that the amount of this invoice  Date: 4	e is due.  1/30/09  For for which a	
material for	(Officer, General Partner Sergio Luciani, President  Payment will be made for only those costs w Change Order has been issued by Erickson O	rs requests for payment: (ii	i) that the amount of this invoice  Date: 4	e is due.  1/30/09  For for which a	
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material for CONTRA	(Officer, General Partner Sergio Luciani, President  Payment will be made for only those costs w Change Order has been issued by Erickson O	rs requests for payment: (ii	Date: 4  Of the Original Contract amount provide a list of any outstanding TO BE COMPLETED BY PR	e is due.  1/30/09  t or for which a ag claims for	
material for CONTRA	(Officer, General Partner Sergio Luciani, President  Payment will be made for only those costs w Change Order has been issued by Erickson O	rs requests for payment: (ii	Date: 4  Date: 4  of the Original Contract amount provide a list of any outstanding TO BE COMPLETED BY PRETAINAGE RELEASE	e is due.  1/30/09  t or for which a ag claims for	
material for CONTRA	(Officer, General Partner Sergio Luciani, President  Payment will be made for only those costs w Change Order has been issued by Erickson O	rs requests for payment: (ii	Date: 4  Date: 4  Of the Original Contract amount provide a list of any outstanding  TO BE COMPLETED BY PRETAINAGE RELEASE  PROGRESS BILLING	e is due.  1/30/09  t or for which a ag claims for	
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material for CONTRA	(Officer, General Partner Sergio Luciani, President  Payment will be made for only those costs w Change Order has been issued by Erickson O	rs requests for payment: (ii	Date: 4  Date: 4  Of the Original Contract amount provide a list of any outstanding TO BE COMPLETED BY PERETAINAGE RELEASE PROGRESS BILLING RETAINAGE HELD TOTAL AMOUNT DUE PROJECT NUMBER	e is due.  1/30/09  It or for which a ag claims for ROJECT MANAGER  554-RB-2.2	
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Note:  NOTES:	(Officer, General Partner Sergio Luciani, President  Payment will be made for only those costs we Change Order has been issued by Erickson Cadditional costs or pending extras.	rs requests for payment: (ii	Date: 4  Date: 4  Of the Original Contract amount provide a list of any outstanding to be completed by presented to be completed by a provided by approved by approved date	e is due.  1/30/09  It or for which a ang claims for ROJECT MANAGER  554-RB-2.2 48400-05-1000	
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# APPLICATION AND CERTIFICATION FOR PAYMENT

ARCHITECT distribution to: OWNER g PAGE 1 APPLICATION No: AIA DOCUMENT G702 Windcrest RB 2.2 PROJECT: ERICKSON Construction, L.L.C. 703 Maiden Choice Lane 3altimore, MD 21228 FROM CONTRACTOR: TO OWNER:

VIA ARCHITECT:

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

4/30/09	
PERIOD TO:	

CONTRACTOR

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CONTRACT DATE:

# 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.

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2. Net change by Change Orders

36,005.00 91,376.00 14,629.00

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5. RETAINAGE:

\$0.00	
of Completed Work	Column D + E on G703)
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of Stored Material. . . . b. Oolumn F on G703)

Total Retainage (Lines 5a + 5b) or

Total in Column I of G703) . .

\$0.00 \$891,376.00 6. TOTAL EARNED LESS RETAINAGE.... (Line 4 Less Line 5 Total)

(\$884,471.00) \$6,905.00 8. CURRENT PAYMENT DUE INCL 3% SALES TAX..... PAYMENT (Line 6 from prior Certificatc)...... 7. LESS PREVIOUS CERTIFICATES FOR

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

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,

CONTRACTOR:

91,376.00

30-Apr-09 """,HARRIS KAPRIL KAPRIL Particularity of the property Date: o before me this TEXAS By: Sergio Luciani, President My Commission expires: Subscribed and Notary Public State of:

# FOR BAYMENT ARCHITECT'S CERTÉ!

comprising the application, the Architect certain to the Owner that to the best of the Architect's knowledge, information and belief the WURMAs progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to of on on one observations and the data comprising the application, the Architect celun In accordance with the Contract Documens 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:

TOTING.	By:	This Certificate is not negotiable. T	
00:00	\$0.00	\$0.00	
	\$0.00	\$0.00	
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	otal approved this Month	OTALS	

\$0.00

NET CHANGES by Change Order

\$0.00

\$0.00

DEDUCTIONS

ADDITIONS

CHANGE ORDER SUMMARY

in previous months by Owner

TOTALS

Total changes approved

he 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. Date:



#### **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	¢	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.

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0	1 PAGES						I		Balance to	Finish				9.90											00.00	00.00			0.00	00.00	00.0	00.0	00.00	00.0	0.00	00 200 5
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		Application No:	Period From:	Period To:	Job No:	Vendor No:	g	Total Complete	and Stored to	Date (D+E+F)			9				-4,772.00	-15,523.00			φ			0.00	0.00					0.00	0.00	0.00	00.0	00'0	00'0	00 474 00
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LUES	Resources, Inc.		Wind Crest RB 2.2 Highlands Ranch CO				ပ	Scheduled Value			94,250.00	45,000.00	653,755.00	143,000.00	15,180.00	0.00	4,772.00	-15,523.00	-32,930.00	400.00	-6,184.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	891.376.00
SUBCONTRACT SCHEDULE OF VALUES	Subcontractor: Regional Construction Resources. Inc.	,					В	Description of Work			Detailing	Anchor Bolts and Embeds	Structural Steel	Miscellaneous	CHANGE ORDER # 1	PENDING CHANGE ORDERS	DECO RAILS	LINN BRIDGE	BALCONY RAILS	ELEV. PII LADDEK	FIELD BOLIS															
SUBC	Subcontr		Project Name:					Item No.			-	7 6	,	4	n (	۵							•	40	\$ = =	12	13	14	15	16	47	9	٥	500	07	IOIAL

EC\_\_\_\_\_ Sub: \_\_\_\_

# "EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

	703 Maiden Choice Lane Baltimore, MD 21228	DATE: April 15,		•
FROM:	Regional Construction Resources, Inc.	PROJECT: 554-RB-2.2 Job: 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	 e 4-5)	\$884,471.00	
7.	Less Previous Requisitions		\$ -778,005.00	
8.	Payment Due this Period (Line 6-7)		\$ 106,466.00 INCL 3%	SALES TAX
SUBCO	NTRACTORS AFFIDAVIT & RELEAS	E OF LIEN:		
CONTR.	ACTOR: By:  (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	of the Original Contract amount of	or for which a claims for
Note:	(Officer, General Pa Sergio Luciani, Preside Payment will be made for only those co	ent	of the Original Contract amount of	or for which a claims for
Note:	(Officer, General Pa Sergio Luciani, Preside Payment will be made for only those co Change Order has been issued by Erick	ent	of the Original Contract amount of provide a list of any outstanding	or for which a claims for
Note:	(Officer, General Pa Sergio Luciani, Preside Payment will be made for only those co Change Order has been issued by Erick	ent	of the Original Contract amount of provide a list of any outstanding	or for which a claims for
Note:	(Officer, General Pa Sergio Luciani, Preside Payment will be made for only those co Change Order has been issued by Erick	ent	of the Original Contract amount of provide a list of any outstanding  TO BE COMPLETED BY PRO  RETAINAGE RELEASE	or for which a claims for
Note:	(Officer, General Pa Sergio Luciani, Preside Payment will be made for only those co Change Order has been issued by Erick	ent	of the Original Contract amount of provide a list of any outstanding  TO BE COMPLETED BY PRO  RETAINAGE RELEASE  PROGRESS BILLING	or for which a claims for
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Note:	(Officer, General Pa Sergio Luciani, Preside Payment will be made for only those co Change Order has been issued by Erick	ent	of the Original Contract amount of provide a list of any outstanding  TO BE COMPLETED BY PRO  RETAINAGE RELEASE  PROGRESS BILLING  RETAINAGE HELD  TOTAL AMOUNT DUE  PROJECT NUMBER	or for which a claims for DJECT MANAGER  554-RB-2.2
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	of the Original Contract amount of provide a list of any outstanding  TO BE COMPLETED BY PRO  RETAINAGE RELEASE  PROGRESS BILLING  RETAINAGE HELD  TOTAL AMOUNT DUE  PROJECT NUMBER  COST CODE	or for which a claims for DJECT MANAGER  554-RB-2.2
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Note:  NOTES:  FI JNCH LIST ARRANTY ITIC STOO	(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	of the Original Contract amount of provide a list of any outstanding  TO BE COMPLETED BY PRO  RETAINAGE RELEASE PROGRESS BILLING RETAINAGE HELD TOTAL AMOUNT DUE PROJECT NUMBER COST CODE APPROVED BY	or for which a claims for DJECT MANAGER  554-RB-2.2 48400-05-1000

#### "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)	\$ \$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 TAX
The UNDERSIGNED being duly sworn states the of Regional Construction Resources, Inc. (firm) w for furnishing Structural and Miscellaneous Steel and real estate known and identified as Wind Crest RB	tho has a contract with <u>Erickson Co</u>	enstruction L.L.C. ing erected on	
The UNDERSIGNED for and in consideration of the consideration due or to become due on accompanient of the consideration due or to become due on accompanient of the consideration due or to become due on accompanient of the consideration due or to become due on accompanient of the consideration due or to become due on accompanient of the consideration of the consideration of the contract of the consideration of the undersigned. (Usubcontractors, and suppliers, with contract and payma Affidavit, attach same hereto and upon request furnish	ementioned 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, subcontract described real estate or the improvement status in CTI form 5-325. Contract the contract status in CTI form 5-325.	AND SIX THOUSAND FOLE 5/2009  ents thereon, and on monifixtures or apparatus hereto  ove is an accurate stateme have been paid all sums patterns or suppliers is or will eligible the apparatus	es ofore int and no previously I be or materials
Signed this 15TH day of APRIL 2009	Regional Construction Contractor/Supplier/S  By: Sergio Luciani Presid	ubcontracto	
igned and sworn to before me this 15TH day of APR  fy commission Expires: 6-16-2011	Stacy A. Lewcun,	Notary Public	STACY AND TARY
Page 1 of		Notary Public	TEXAS

# CONTRACT FOR: Structural Steel FROM CONTRACTOR: APPLICATION AND CERTIFICATION FOR PAYMENT TO OWNER: ERICKSON Construction, L.L.C. 703 Maiden Choice Lane Houston, TX 77092 5600 Northwest Central Drive, Ste. 100 Regional Construction Resources Baltimore, MD 21228 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.

00.00,700.00	BALANCE TO FINISH, INCLUDING RETAINAGE	•
\$106.466.00	CURRENT PAYMENT DUE INCL 3% SALES TAX	•
(\$778 005 00)	PAYMENT (Line 6 from prior Certificate)	
	LESS PREVIOUS CERTIFICATES FOR	•
400 1, 17 1.00	(Line 4 Less Line 5 Total)	
\$884 471 00	TOTAL EARNED LESS RETAINAGE	•
\$0.00	Total in Column I of G703)	
	Total Retainage (Lines 5a + 5b) or	
	(Column F on G703)	
	b. of Stored Material	
	(Column D + E on G703)	
	a of Completed Work \$0.00	
	RETAINAGE:	•
001,171.00	(Column G on G703)	
884 471 00	TOTAL COMPLETED & STORED TO DATE	•
\$891 376 00	CONTRACT SUM TO DATE (Line 1 ± 2)	•
70,000,000	Net change by Change Orders	;-
00 200 000	ORIGINAL CONTRACT SUM	•

NET CHANGES by Change Order	IUIALS	1 otal approved this Month	in previous months by Owner	Total changes approved	CHANGE ORDER SUMMARY
\$0.00	\$0.00	\$0.00	\$0.00		ADDITIONS
	\$0.00	\$0.00	\$0.00		DEDUCTIONS

(Line 3 less Line 6)

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.

			•	
ABCHITECTIC CENTIFICATE AND	My Commission expires: 6/16/2011	State of: TEXAS Subscribed and sween to before this 15 day of Notes, Public 25	By: Date:	CONTRACTOR:
	Sold of the sold o	A THE WAY	15-Apr-09	
		2009		

In accordance with the Contract Documents, based on on-secondary different and the comprising the application, the Architect certifies to the Owner that the cost of the Architect's knowledge, information and belief the Work has progressing an inwested, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to 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 CERTIFED 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 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
	<b>.</b>	475,624.00
Current Amount Due Incl 3% Sales Tax	Ď	302,381.00
Less Previous Invoices	Ф Ф	
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.

oubcontractor Project Name:	Subcontractor: Regional Construction Resources, Inc.	Resources, Inc.				Application No. 15	5	25.2	
oiect Name							2		
		John Control				Application Date:	3/23/2009		
		mind clest ND 2.2 nigniands Kanch CO				Period From:	3/1/2009		
						Period To:	3/31/2009		
						Job No:			
-	В	(	6			Vendor No:			
		3	n	Ш	ц.	ຶ		Ξ	-
item No.	Description of Work	Scheduled Value	Work	ပ		Total Complete			
			Special	Work in	Stored	and Stored to		Balance to	Retainage
			Applications (D+E)	Place	Materials	Date	%	Finish	1
Dei	Detailing	94,250,00	94 250 00	1		(U+E+F)		(S-C)	
An	Anchor Bolts and Embeds	45.000.00	45 000 00		0.0	34,230.00	%nni.	0.00	0.00
Str	Structural Steel	653.755.00	163 131 00	47E 69	0.00	45,000.00	100%	0.00	0.00
M.	Miscellaneous	143 000 00	00.101	2,024.00	0.00	638,755.00	%86	15,000.00	0.00
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+		00.0	0.00	0.00	0.00	0.00	%0	00.00	0.00
+		0.00	0.00	0.00	0.00	0.00	%0	00.00	0.00
1		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
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TOTAL		0.00	00:00	0.00	00.0	00:00	%0	00.0	0.00
		936,005.00	302,381.00	475,624.00	00.0	778,005.00	83.12%	158,000,00	0.00

⋖Ⅰ	ICATION FOR PAYMENT	F AIA DOCUMENT G702 PAGE 1 OF 1 PAGES
I O OWNER: ERICKSON Construction, L.L.C. 703 Maiden Choice Lane Baltimore, MD 21228	PROJECT:	I No: 5 Distribution to OWNER OWNER
FROM CONTRACTOR: Regional Construction Resources 5600 Northwest Central Drive, Ste. 100 Houston, TX 77092	VIA ARCHITECT: ces Ste. 100	PERIOD TO: 3/31/09  CONTRACTOR  PROJECT No:
CONTRACTOR'S APPLICATION FOR PAYMENT	TION FOR PAYMENT	CONTRACT DATE:
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.	in connection with the Contract.	The undersigned Contractor certifics 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 early by the Contractor
1. ORIGINAL CONTRACT SUM	936,	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.
3. CONTRACT SUM TO DATE (Line 1 ± 2). 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$936,005.00 778,005.00	Date:
s. RETAINAGE:  a of Completed Work	\$0.00	Sergio Luciani President  r of: TEXAS Countribed and Soon to before me this Ty Publicit Commission expires:
Fotal in Column I of G703)6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$0.00	ARCHITECT'S CERTIFICATE FOR PROMENT IN accordance with the Contract Documents, based on on-site comprising the application, the Architect certifies to the Owner that who was the comprising the application.
<ol> <li>LESS PREVIOUS CERTIFICATES FOR         PAYMENT (Line 6 from prior Certificate)</li> <li>CURRENT PAYMENT DUE INCL 3% SALES TAX.</li> <li>BALANCE TO FINISH, INCLUDING RETAINAGE.</li> </ol>	S TAX. \$302,381.00) AAGE \$156,624,00	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.
(Line 3 less Line 6)		AMOUNT CERTIFIED\$
CHANGE ORDER SUMMARY Total changes approved in previous months by Owner	ADDITIONS DEDUCTIONS	(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.)
Total approved this Month		By: Date:
NET CHANGES by Change Order	\$0.00	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 G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1		992 EDITION - AIA - ©1892 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20008-5292

# "EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

10:	ERICKSON Construction, L.L.C. 703 Maiden Choice Lane Baltimore, MD 21228	DATE: March 23, PROJECT: 554-RB-2.2	2009		
FROM:	Regional Construction Resources, Inc.	Job: APPLICANT NO: PERIOD TO:	5 3/31/2009	<del></del>	
1.	Original Contract Amount		\$ 936,005.00		
. 2.	Change Orders Issued to Date (Thru	C.O.# )	\$ 0.00		
3.			\$ 936,005.00		
4.	Total Complete and Stored to Date		\$ 778,005.00		
5.	Less Retainage (	10 %)	\$ 0.00		
6.	Total Earned to Date Retainage (Lin	e 4-5)	\$ 778,005.00		
7.	Less Previous Requisitions	,	\$ -302,381.00		
. 8.	Payment Due this Period (Line 6-7)		\$ 475,624.00 INCL 3%	SALES TAX	
	NTRACTORS AFFIDAVIT & RELEAS				
CONTR.	ACTOR: By:  (Officer, General P Sergio Luciani, President Payment will be made for only those c Change Order has been issued by Ericle	lent osts which are included as part	of the Original Contract amount	23/09 or for which a claims for	
	additional costs or pending extras.		TO BE COMPLETED BY PR	DJECT MANAGER	
OTES:	•		RETAINAGE RELEASE		
			PROGRESS BILLING		
			RETAINAGE HELD		
			TOTAL AMOUNT DUE		
		•	PROJECT NUMBER	554-RB-2.2	
			COST CODE	48400-05-1000	
		•	APPROVED BY		
		· -	APPROVED DATE		
JNCH LIS ARRANT	INAL PAYMENT T COMPLETED YESNO Y COMPLETEDYESNO	·	FOR ACCOUNTING	USE ONLY	
RM (CLOS	CK DELIVERED        YESNO           SEOUT BOOK-DEL)        YESNO           RDERS COMPLETED        YESNO		DATE RECEIVED		
		•			

EC\_\_\_\_\_ Sub: \_

#### "EXHIBIT "E"

# CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

	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)	\$ \$936,005.00 \$ \$0.00 \$ \$936,005.00 \$ \$778,005.00 \$ \$0.00 \$ \$778,005.00 \$ \$-\$302,381.00 \$ \$475,624.00 \$ \$158,000.00
	(Owner) (Contractor)	•
The UNDERSIGNED being duly sworn states that he	is the President (title)	
of Regional Construction Resources, Inc. (firm) who have		nstruction L.L.C.
for furnishing Structural and Miscellaneous Steel and Ere	ection for the improvements bei	ng erected on
real estate known and identified as Wind Crest RB 2.2	ocated in Highlands Ranch	
County, State of COand owned by		
The UNDERSIGNED for and in consideration of TWENTY FOUR DOLLARS (\$475,624.00 ) in paymer 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 to other sums are claimed, that all laborers, subcontractors, adue and all current sums due out of this payment and that entitled to claim or assert any claim against the above des furnished to or for the account of the undersigned. (Upon subcontractors, and suppliers, with contract and payment affidavit, attach same hereto and upon request furnish waits.)	nt of invoice or application dated to the property and improvement of labor or services, materials, for stated above.  The contract status set forth about and suppliers employed by him none of such labors, subcontractibed real estate or the improvement of the undersigned shall status, in CTI form F-3926- Contraction.	d 3/23/2009 ents thereon, and on monies ixtures or apparatus heretofore  ve 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 list the pame of each of his
Signed this 23RD day of MARCH 2009  B	Regional Construction Contractor/Supplier/S  y:	Resources, Inc.
signed and sworn to before me this 23RD day of MARCH	Sergio Luciahi, Presid	ent ACY A.
My commission Expires: 6-16-2011  Page 1 of 1	Stacy A. Lewcun,	Notary Public Sales Pieces Pie
	EC S	ub:



#### **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:

Balance to finish	\$ 633,624.00
Current Amount Due This Invoice	\$ (163,131.00
Current Amount Due Incl 3% Sales Tax	\$ 163,131.00
Less Previous Invoices	\$ 139,250.00
Total Completion to Date	\$ 302,381.00
Contract Sum to Date	\$ 936,005.00
Change Order #1	\$ 0.00
Original Contract Sum	\$ 936,005.00

THANK YOU FOR THIS NICE ORDER.

#### "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: \$ \$302,381.00  Retention: \$ \$0.00  Total Earned (Less Retention) \$ \$302,381.00  Previous Payments: \$ -\$139,250.00  Current Payment: \$ \$163,131.00  Current Payment: \$ \$633,624.00  [Title Insurer]  (Lender)  (Owner)
The UNDERSIGNED being duly sworn states that he of Regional Construction Resources, Inc. (firm) who	
for furnishing Structural and Miscellaneous Steel and E	rection for the improvements being erected on
real estate known and identified as Wind Crest RB 2.2	
0 1 0 1 1 -	
and other good and claims of right of lien on the aforems or other consideration due or to become due on account furnished prior to	ntioned property and improvements thereon, and on monies of labor or services, materials, fixtures or apparatus heretofore in stated above.  the contract status set forth above is an accurate statement and no and suppliers employed by him have been paid all sums previously the none of such labors, subcontractors or suppliers is or will be scribed real estate or the improvements thereon for labor or materials arequest, the undersigned shall list the name of each of his status in CTI form 5, 3926. Contractors and Subcontractors.
Signed this 20 th day of <u>January 20098</u>	Regional Construction Resources, Inc. Contractor/Supplier/Subcontractor  Sergio Luciani, President
signed and sworn to before me this 20th day of January	2009. A LEWCHILL
My commission Expires: 6-16-2011	Stacy A. Lewcun, Botary Poblic Texts Start A. Lewcun, Botary Poblic Texts Start A. Lewcun, G. is mit
Page 1 of 1	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: PERIOD TO:	3REV 1/20/2009		
1.	Original Contract Amount		\$ 936,005.00		
2.	Change Orders Issued to Date (Thru C	(O # )			
3.	Contract Sum to Date (Line 1	•			
4.	Total Complete and Stored to Date	. 2)			
5.		0 %)			
6.	Total Earned to Date Retainage (Line	<del>-</del>			
7.	Less Previous Requisitions				
8.	Payment Due this Period (Line 6-7)			CATEOMAT	
	,,		\$ 163,131.00 INCL 3%	SALES TAX	
SUBCON	TRACTORS AFFIDAVIT & RELEASI	OF LIEN:			
	ACTOR: 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.	rtner, or Owner)  nt  sts which are included as part	Date: 1/2	20/09	
NOTES:	. 0		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		
FIN	NAL PAYMENT		APPROVED DATE		
'ARRANTY (	COMPLETEDYESNOYESNOYESNOYESNOYESNOYESNOYESNO		FOR ACCOUNTING U	USE ONLY	$\Box$
	OUT BOOK-DEL)  DERS COMPLETED  YES NO YES NO		DATE RECEIVED		
			REVIEWED BY		

1 PAGES ARCHITECT Distribution to: OWNER 1 PF PAGE **3REV** APPLICATION No. AIA DOCUMENT G702 Windcrest RB 2.2 APPLICATION AND CERTIFICATION FOR PAYMENT TO OWNER: ERLCKSON Construction, L.L.C. PROJECT: 703 Maiden Choice Lane Baltimore, MD 21228

VIA ARCHITECT:

FROM CONTRACTOR:

Regional Construction Resources
5600 Northwest Central Drive, Ste. 100
Houston, TX 77092
CONTRACT FOR: Structural Steel
CONTRACTOR'S ABBI ICATION FOR BANKET

CONTRACTOR PERIOD TO: 1/20/09 CONTRACT DATE: PROJECT No:

CONTINUE OF STATES OF FOR PAYMENT	Application is made for payment, as shown below, in connection with the Contract.
TO LOCALINO	Application is made for payment, as

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,

036 005 00			\$936,005.00	302,381.00
1. ORIGINAL CONTRACT SUM	2. Net change by Change Orders.	3. CONTRACT SUM TO DATE (Line 1 + 2)	4 TOTAL COMPLETED & STORES TO B. CO.	TOTAL COMPLETED & STOKED TO DATE

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

\$0.00 of Completed Work. Column D + E on G703) of Stored Material. 6. Column F on G703)

Total Retainage (Lines 5a + 5b) or

\$0.00 \$302,381.00 TOTAL EARNED LESS RETAINAGE..... Total in Column I of G703) ... (Line 4 Less Line 5 Total) ۰.

(\$139,250.00) \$163,131.00 8. CURRENT PAYMENT DUE INCL 3% SALES TAX. PAYMENT (Line 6 from prior Certificate) . . . . .

LESS PREVIOUS CERTIFICATES FOR

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

2009 comprising the application, the Architecontribe New Machine to the best of the Architect's knowledge, information and being the Work has been seen as indicated, the quality of the Work is in accordance with the Contract Humilthin, and the Contractor is entitled to ARCHITECT'S CERTIFICATE FOR PAYMENT In accordance with the Contract Documents, based prophesize observations and the data 20-Jan-09 HARRIS January HHHHHH CRWITH OF THE WAY I WAY Date: ARCHITECT'S CERTIFICA payment of the AMOUNT CERTIFIED. 90m to before me this By: Sergio Luciani, President TE CONTRACTOR Subscribed at My Commiss Notary Pub

AMOUNT CERTIFIED . . . .

DEDUCTION

ADDITIONS

CHANGE ORDER SUMMARY

in previous months by Owner

Total changes approved

Total approved this Month

\$0.00

\$0.00 \$0.00

this ed.)

> 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.

\$0.00

NET CHANGES by Change Order

								-	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	000	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00 0
GES							]	=	Balance to	Finish	(g-g)	0.00	0.00	490,624.00	143,000.00	00.0	0.00	0.00	0.00	0.00	0.00	00.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0	0.00	0.00	0.00	00.0	0.00	0.00	0.00	633.624.00
PAGE 1 OF 1 PAGES	3 REV	1/20/2009	11/30/2008	1/25/2009					·	%	1000/	10076	000	%C7	%n	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	32.31%
PA(	Application No:	Application Date:	Period From:	Period To:	Job No:	Vendor No:	O	Total Complete	and Stored to	Date	94 250 00	45,000,00	162 424 00	00.131.00	0.00	0.00	0.00	00:00	0.00	0.00	00.0	00'0	00.00	0.00	0.00	0.00	0.00	00.00	0.00	0.00	0.00	00.00	00:0	00.00	00:00	00.00	302,381.00
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								k Complete		ŧ	ı	00.00	163,131.00											00.00	0.00	0.00	0.00	0.00	0.00	00:00	0.00	0.00	0.00	0.00	0.00	0.00	163,131.00
							O	Work	Applications	(D+E)	94,250.00	45,000.00	00.0	00.0	0.00	00 0	000	00.0	0.00	0.00	00.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0	0.00	0.00	0.00	0.00	0.00	139,250.00
Resources Inc		lighlands Ranch CO				ر	,	Scheduled Value			94,250.00	45,000.00	653,755.00	143,000.00	0.00	0.00	0.00	00.0	00 0	00.0	00 0	00.0	00.0	0.00	0.00	00:0	00.0	00:0	00.0	00.0	00.0	00:0	0.00	0.00	0.00	00.0	00.000,000
Subcontractor: Regional Construction Resources. Inc.		ame: Wind Crest RB 2.2 Highlands Ranch CO				8		Description of Work			Anchor Boltz a. r.	Striction Bolls and Embeds	or actual otees	Wiscellaneous																							
Subcontra		Project Name:				A		Item No.		-				, 4	, ,	9	ļ	8	6	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	TOTAL	



#### **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

1. 2. 3. R.C.R.I. NO. 3978

#### Description of items invoiced:

Balance to finish	\$	796,755.00
Current Amount Due This Invoice	\$	97,878.00
2.000 0 70 Dutes Tust	Ψ 	
Current Amount Due Incl 3% Sales Tax	S	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.

							-	-	to Retainage			0.00 0.vu			00.0	0.00	0.00	0.00				00.0			0.00											
AGES									Balance to	Finish	(C-G)		00.00		143,000.00										0					0	ō	o	0.00	0.00	00.0	١
PAGE 1 OF 1 PAGES		11/7/2008	11/1/2008	11/30/2008						%		100%	100%	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%U
PA	Application No:	Application Date:	Period From:	Period To:	Job No:	Vendor No:	9	Total Complete	and Stored to	Date	(D+E+F)	94,250.00	45,000.00	0.00	0.00	0.00	0.00	00.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00'0	00:00	00'0	00'0	00:00	00:00	00:00	00.00	00.00	00.0	000
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							Ш	UΙ	Work In	this Deriod	75 378 00	22,500,00	00.00	00.0	900	0.00	0.00	0.00	0.00	00:00	0.00	00.00	00.00	00.00	00.0	0.00	0.00	0.00	0.00	00.00	0.00	0.00	0.00	0.00	0.00	00.0
							a	Work	Applications	OPPHICALORIS (D+E)	18.872.00	22 500 00	000	00.0	00 0	00.0	00.0	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
DES Becommon Inc.	resources, inc.	Wind Crest RB 2.2 Highlands Ranch CO					,	Scheduled Value			94,250.00	45.000.00	653,755.00	143,000.00	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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subcontractor: Regional Construction Recourses						8		Description of Work			Detailing	Anchor Bolts and Embeds	Structural Steel	Miscellaneous																						
Subcontr		Project Name:				<b>∀</b>		Item No.			1	7	3	4	5	9	7	8	6	10	11	12	13	14	15	16	=======================================	18	19	20	21	22	23	24	25	TOTAL

#### "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: \$ \$139,250.00  Retention: \$ \$0.00  Total Eamed (Less Retention) \$ \$139,250.00  Previous Payments: \$ -\$41,372.00  Current Payment: \$ \$97,878.00  Current Balance: \$ \$796,755.00  (Title Insurer)  (Lender)  (Owner)
The UNIDERCONDER .	(Contractor)
The UNDERSIGNED being duly sworn states	
or 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 R	B 2.2 located in Highlands Ranch
County, State of CO and own	
and other good and claims of right of lien on the after or other consideration due or to become due on act furnished prior to	prementioned property and improvements thereon, and on monies count of labor or services, materials, fixtures or apparatus heretofore electron stated above.  It is that the contract status set forth above is an accurate statement and no ctors, and suppliers employed by him have been paid all sums previously and that none of such labors, subcontractors or suppliers is or will be the described real estate or the improvements thereon for labor or materials (Upon request, the undersigned shall list the name of each of his
Signed this 7 th. day of NOVEMBER 2008	Regional Construction Resources, Inc. Contractor/Supplier/Subcontractor  By: Sergio Luciani, President
signed and sworn to before me this 7th day of NOV	EMBER 2008.
My commission Expires: 6-16-2011 Page 1	Stacy A. Lewcun, Notary Public
	EC Sub:

# "EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

TO:	ERICKSON Construction, L.L.C. 703 Maiden Choice Lane	DATE: November 7	, 2008	
•	Baltimore, MD 21228	PROJECT: 554-RB-2.2		
FROM:	Regional Construction Resources, Inc.	Job: APPLICANT NO:		
	o months and a second resources, me.	PERIOD TO:	11/30/2008	<del></del>
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		\$139,250.00	
5.	Less Retainage (10	<u>)</u> %)	\$ 0.00	•
6.	Total Earned to Date Retainage (Line	4-5)	\$139,250.00	
7.	Less Previous Requisitions		\$41,372.00	
8.	Payment Due this Period (Line 6-7)		\$ 97,878.00 INCL 3%	SALFS TAY
	TRACTORS AFFIDAVIT & RELEASE			
The under	rsigned Subcontractor certifies: (i) that the vice with the Contract Documents: (ii) that it h	vork for which this payment re	quest is being submitted has bee	en completed in
material fo	ce with the Contract Documents; (ii) that it hor which Erickson Construction has paid pre	as paid its employees, sub-co	ntractors, and material suppliers	s for all work and
	The part pro	vious requests for payment; (i	ii) that the amount of this invoice	is due.
CONTRA	ACTOR: By:	K	Date: 10=1	1-00
	(Officer, General Par	tner, or Owner)		-01
	Sergio Luciani, Preside	at		
Note:	Payment will be made for only those cos	ts which are included as part of	of the Omisimal Cantus A	
	Change Order has been issued by Erickst additional costs or pending extras.	on Construction L.L.C. Please	provide a list of any outstanding	or for which a claims for
	additional costs of pending extras.		TO BE COMPLETED BY PRO	
OTES:			. •	JJECT MANAGER
		·	RETAINAGE RELEASE	
			PROGRESS BILLING	
		·	RETAINAGE HELD	
			TOTAL AMOUNT DUE	
			PROJECT NUMBER	554-RB-2.2
			COST CODE	48400-05-1000
			APPROVED BY	
FIN	AL PAYMENT	•	APPROVED DATE	
	COMPLETED YES NO			
	OMPLETEDYESNOYESNOYESNO		FOR ACCOUNTING U	JSE ONLY
M (CLOSE	OUT BOOK-DEL) YESNO		DATE RECEIVED	
ANGE ORD	ERS COMPLETED YES NO			· •
			REVIEWED BY	

EC\_\_\_\_\_ Sub: \_\_\_\_

Total in Column I of G703)	30,000	TOTAL COMPLETED & STORED TO DATE	1. ORIGINAL CONTRACT SUM		CONTRACT FOR: Structural Steel	FROM CONTRACTOR:  Regional Construction Resources 5600 Northwest Central Drive, Ste. 100	PROJECT:	TO OWNER: ERICKSON Construction, L.L.C.
ARCHITECT'S CERTIFICATE FOR PAYMENT IN accordance with the Contract Documents, based on on-site observations and the depth of the comprising the application, the Architect certifies to the Owner that to the best of the	County of: HARAIS  c me this 7 day of NOTEMB  6/16/2011	By: Date: 7-Nov 20 A LEWILLING	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.	The undersigned Contractor certifies that to the best of the Contractor's knowledge,	PROJECT No:		Distributio	AIA DOCUMENT G702 PAGE 1 OF 1 PAGES

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

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

\$796,755.00

AMOUNT CERTIFIED ......\$

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

payment of the AMOUNT CERTIFIED.

(\$41,372.00) \$97,878.00

(Line 3 less Line 6)

CHANGE ORDER SUMMARY

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

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



#### **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:

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
Current Amount Due This Invoice	\$	41,372.00
Balance to finish	\$	894,633.00

THANK YOU FOR THIS NICE ORDER.

0.0	894,633.00	4.42%	41,372.00	0.00					
0.0	0.00	0%	0.00	0.00	41.372.00	0.00	936,005.00		JOTAL
0.0	0.00	0%	0.00	0.00	0.00	0.00	0.00		25
0.0	0.00	0%	0.00	0 00	0.00	0.00	0.00		24
0.0	0.00	0%	0.00	0.00	0.00	0.00	0.00		3 6
0.0	0.00	%0 0%2	0.00	0.00	0.00	0.00	0.00		32
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	0.00	0%	0.00	0.00	0.00	0.00	0.00		21
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000	0.00	0%	0.00	0.00	0.00	0.00	0.00		19
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0.0	0.00	0%	0.00	0.00	0.00	00.00	0.00		15
0.0	0.00	0%	0.00	0.00	00.0	0.00	0.00		14
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0.	653,755.00	0%	0.00			0.00	143,000.00	Miscellaneous	
e.	00.000,22	20 %				0.00	653,755.00	Structural Steel	
	22 500 00	70US		0.00	22,500.00	0.00	45,000.00	Alicio poils and Embeds	
	75 378 00	20%		0.00	18,872.00	0.00	94,250.00		
	(0-9)		(D+E+F)	(not in D or E)	this Period	(D+E)		Detailing	1
Commage	Finish	%	Date	Materials	Place	Applications			
Refainage	Balance to		and Stored to	Stored	Work in	Previous	Scheduled Value	Description of Work	
			Total Complete		Work Complete	Wot			Item No
-	H		G	П	г	c	,		
			Vendor No:			,	2	В	A
			Job No:						
		10/25/2008	Period To:						
		9/1/2008	m:						•
		10/16/2008	)ate:				Wind Crest RB 2.2 Highlands Panch CO		Project Name:
		1	Application No:						
	GES	<b>3E 1 OF 1 PAGES</b>	PAGE				Resources Inc	actor: Regional Construction Resources Inc	Subcontractor:
							LUES	SUBCONTRACT SCHEDULE OF VALUES	SUBC

#### "EXHIBIT "E"

# CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

STATE OF: TEXAS  COUNTY OF: HARRIS  TO:	(Owner)	\$ \$0.00	INCL. 3% SALES TAX
The UNDERSIGNED being duly sworn states the of Regional Construction Resources, Inc. (firm) of for furnishing Structural and Miscellaneous Steel at real estate known and identified as Wind Crest RE	who has a contract with <u>Erickson</u> and <u>Erection</u> for the improvements 3 2.2 located in Highlands Ranci	being erected on	
The UNDERSIGNED for and in considerati SEVENTY TWO DOLLARS (\$41,372.00 ) in pay 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  The UNDERSIGNED, respectfully warrants other sums are claimed, that all laborers, subcontract due and all current sums due out of this payment and entitled to claim or assert any claim against the above furnished to or for the account of the undersigned. (Usual contractors, and suppliers, with contract and payr Affidavit, attach same hereto and upon request furnished.	ion of the sum of FORTY ONE Theyment of invoice or application data rementioned property and improve count of labor or services, material tention stated above.  I that the contract status set forth a ctors, and suppliers employed by hid that none of such labors, subcoine described real estate or the impulpion request, the undersigned shapes.	HOUSAND THREE HUNDRI and 10/16/2008 ements thereon, and on more s, fixtures or apparatus here above is an accurate statement him have been paid all sums intractors or suppliers is or with rovements thereon for labor	ent and no previously ill be or materials
Signed this 16 th day of OCTOBER 2008	Regional Construct Contractor/Supplies  By:	tion Resources, Inc.	-
signed and sworn to before me this 16th day of OCT	Sergip Luciani, Pre	sident	MINIMAN STACKA
My commission Expires: 6-16-2011  Page 1 of	· <b>J</b>	n, Notary Public	NOTA A TOUR NOTA A
	_ <del></del>		William William

# "EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

то:	ERICKSON Construction, L.L.C. 703 Maiden Choice Lane	DATE: October 16	5, 2008	
FROM:	Baltimore, MD 21228  Regional Construction Resources, Inc.	PROJECT: 554-RB-2.2 Job: APPLICANT NO: PERIOD TO:	1 10/25/2008	
1.	Original Contract Amount			
2.	Change Orders Issued to Date (Thru C.	O. # 1	\$ 936,005.00	
3.	Contract Sum to Date (Line 1 -		\$0.00	
4.	Total Complete and Stored to Date	-,	\$936,005.00	
5.	Ton Det	%)	\$41,372.00	
6.	Total Earned to Date Retainage (Line	· '	\$0.00	
7.	Less Previous Requisitions	,	\$ 41,372.00	
8.	Payment Due this Period (Line 6-7)		\$0.00	
			\$41,372.00 INCL 3%	SALES TAX
SUBCON	TRACTORS AFFIDAVIT & RELEASE signed Subcontractor certifies: (i) that the work with the Contract Documents; (ii) that it has the which Erickers Constitution.	OF LIEN:		
	CTOR: By:  (Officer, General Partre Sergio Luciani, President  Payment will be made for only those costs Change Order has been issued by Erickson additional costs or pending extras.	der, or Owner)	Date:	Wes 17,2008
OTES:			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	
FINA NCH LIST CO	L PAYMENT		APPROVED DATE	
RRANTY CO	MPLETEDYESNOYESNOYESNO		FOR ACCOUNTING US	SE ONLY
	RS COMPLETED YES NO	ļ	DATE RECEIVED REVIEWED BY	

EC\_\_\_\_\_ Sub: \_\_\_\_

#### 9. BALANCE TO FINISH, INCLUDING RETAINAGE..... 8. CURRENT PAYMENT DUE INCL 3% SALES TAX..... 6. TOTAL EARNED LESS RETAINAGE..... 7. LESS PREVIOUS CERTIFICATES FOR RETAINAGE: 1. ORIGINAL CONTRACT SUM..... NET CHANGES by Change Order Application is made for payment, as shown below, in connection with the Contract in previous months by Owner CONTRACT FOR: Structural Steel Total approved this Month Total changes approved CONTRACTOR'S APPLICATION FOR PAYMENT FROM CONTRACTOR: ontinuation Sheet, AJA Document G703, is attached. APPLICATION AND CERTIFICATION FOR PAYMENT CONTRACT SUM TO DATE (Line 1 ± 2)..... Net change by Change Orders TOTAL COMPLETED & STORED TO DATE.... (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 Stored Material.... 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: \$894,633.00 \$41,372.00 \$41,372.00 \$936,005.00 936,005.00 \$0.00 \$0.00 \$0.00 \$0.00 \$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 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 AMOUNT CERTIFIED ..... of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED. comprising the application, the Architect certifies to the Gwner that to the best of the Architect's knowledge, information and belief the Work Huntan Wised as indicated, the quality comprising the application, the Architect certifies to the In accordance with the Contract Documents, base of the contract Documents Docume My Commissio ARCHITECT'S CERTIFICA Subscribed and sy Notary Publica 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 2.2 Sergio Lucia μι, President AIA DOCUMENT G702 PROJECT No: CONTRACT DATE: PERIOD TO: 10/16/08 APPLICATION No: County WIN STHUMPIS Date: 16-Oct-08 POBER PAGE 1 OF Distribution to: CONTRACTOR ARCHITECT OWNER 1 PAGES 2008

My Commission Expires July 06, 2013

STATE (	DF C	olorado
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COUNTY OF Lake

DATED: March 31, 2009

#### TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Erickson Construction, LLC to farmish 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 Two Hundred Fifty Thousand And 00/100 Dollars (\$250,000.00), 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: RECIONAL C	ONSTRUCTION R	ESOURCES INC.	• .
SIGNATURE AND TITLE:	Juni L		ESS: 15-460	2 1	Dak	
NOTE: All waivers must be for the full	amount paid. If waive	T is for a composition of	- Litropio		384	
be set forth; if waiver is for a partnership	the partnership name	should sign and design	nate him/herself as a pa	be used, the title of o artner.	Micer signing waiver s	hould
	CON	TRACTOR'S A			<del></del>	
TO WHOM IT MAY CONCERN:	<del></del>	^	TADAVII			
THE undersigned, being duly	sworn, deposes and sa	rys that he is $110.5$	ident	Of the:		
CONSURUCTION RESC	DURCES, INC. who is	s the contractor for the	Structural Steel Mate	rials work on the bu	ilding located as	
indeust lb 2.2 or	encd by Littleton Can	npus, LLC			nowing tocated at	
hat the total amount of the contract inch-	ulinu men in god c na					_
hat the total amount of the contract inch raivers are true, correct and genuine and	delivered impondition:	15.00 on Which he has r	eccived payment of \$3	102,381.00 prior to thi	is payment. That all	
hat the following are the names of all pa	rties who have firmith	any and that there is no	ciaim either legal or e	quitable to defeat the	validity of said waive	rs.
					ontracts or subcontrac	t <b>3</b>
rentioned include all labor and material n	equired to complete sa	uid work according to p	lans and specifications	n permie dite 10 CIC	h, and that the items	1.
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AME	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE	7
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OTAL ALL LABOR AND MATERIA	TO COMPLETE					1
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at there are no other contracts for said we kind or to be done upon or in connection	ork outstanding, and th	ast there is nothing due	OT to become due to a			-
kind or to be done upon or in connection	n with said work other	r than above stated.	or to account doc 10 31	ly person for material	, labor or other work	of
	•				<i>.</i>	ļ
gued this 29day of _July	4				/.	
A day of	,20 <u>()_7</u>	Signature		~ · ~	رُحر ُ سے	, troil
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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 : 031000053

Sending Bank 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): 200905148239ISCW

Fed Reference Number (IMAD): 20090526L1LFB59C00039305261359FT01

PARTIAL LIEN WAIVER

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

STATE OF Colorado

SS  JNTY OF Douglas County  WHOM IT MAY CONCERN:  EREAS the undersigned has been employed by Erickson Construction, LLC to furnish  ORBEZ of which Littleton County  for the pre-	
WHOM IT MAY CONCERN: EREAS the undersigned has been employed by Erickson Construction, I.I. Cas for its	lah or
WHOM IT MAY CONCERN:  EREAS the undersigned has been employed by Erickson Construction, LL Cas for the	
EREAS the undersigned has been employed by Erickson Construction, LL Cas 6	9
EREAS the undersigned has been employed by Erickson Construction, LLC to furnish	
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O RB22 of which Littleton Campus, LLC is the owner.	mises know
undersigned, for and in consideration of One Hundred Sixty-Three Thousand One Hundred Thirty-One And NO/100 Dollars  (\$163,131.00), and other good and valuable consideration the residue for the provideration of the second seco	
(\$163,131.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, do(es), to the fullest of the statute of the State of Chamber of Chamber of the State of Chamber of the State of Chamber o	
nereby waive and release and all lien or claim of, or right to, lien, under the statutes of the State of Colorado, relating to mechanics' lien and above-described premises, and the improvements thereon and on the material forester as a contract of the state of Colorado, relating to mechanics' lien.	extent permi
n said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and or other considerations, due or to become due from the Owner, on account of labor accordance with the Country furnished, and	ions, with to
or other considerations, due or to become due from the Owner, on account of labor services, material, fixtures, apparatus or machined, and hed, to this date only, by the undersigned for the above-described premises.	ery, heretofo
D: February 20, 2000	
COMPANY: REGIONAL CONSTRUCTION / /	
ATURE AND TITLE:	<u> </u>
: All waivers must be for the full amount paid. If waiver is for	
All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, the title of officer sign forth; if waiver is for a partnership, the partnership name should sign and designate him/herself as a partner.	ning waiver
/HOM IT MAY CONCERN:	
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THE undersigned, being duly sworn, deposes and says that he is	
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Job Number 554RB22 WCD Residential Building 2.2

CHECK NO. 70349

Contract Amount
Completed Prior Period
Completed This Period
Completed to Date CHECK Contract Balance 2/20/2009 CHECK NUMBER 70349 INVOICE AMOUNT 936,005.00 302,381.00 0.00 302,381.00 633,624.00 RETAINAGE 00000 PAYMENT 163,131.00 0.00 302,381.00 0.00 302,381.00 633,624.00

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Please Return To: Erickson Construction Finance 991 Corporate Boulevard

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COUNTY OF Douglas County			A	Attn: Vya		)
TO WHOM IT MAY CONCER!	\f.			5		
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WHEREAS the undersigned has be WCD RB22 of which <u>Littleton Carr</u>	ipus, LLC is the owner	on Construction, LL	C to furnish	<del></del>	for the premises known as	š
THE undersigned, for and in consider (\$97,878.00), and other great law, hereby waive and release and all and on said above-described premises funds or other considerations, due or the furnished, to this date only, by the unconsiderations.	lien or claim of, or righ, and the improvements	t to, lien, under the state thereon, and on the m	which is hereby acknow tutes of the State of Colo	ledged, do(es), to th orado, relating to me	chanics' liens, with respon	by ct to
DATED: December 20, 2008	•					
		/ COM	PANY: <u>REGIONAL C</u>	CONSTRUCTION		
SIGNATURE AND TITLE:	>	<u></u>	RESS:	DOINING	<del></del>	
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be set forth; if waiver is for a partnersh	up, the partnership nam	e should sign and desi	gnate him/herself as a pa	irtner.	5 - 6	
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THE undersigned, being du	ly sworn, deposes and s	ays that he is		of the		
REGIONAL CONSTRUCTION who	is the contractor for the	e		on the building loca	ited at	
waivers are true, correct and genuine an That the following are the names of all p for specific portions of said work or for mentioned include all labor and material NAME	material entering into the	he construction thereon aid work according to	or both, for said work an	d all parties having to become due to ea :	contracts or subcontracts ich, and that the items	7
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Signed and sworn to before me this?	day or	<u>m/DC</u> ,20 <u>0}</u>		STACY NOTAR STACY NOTAR STACY NOTAR STACY NOTAR STACK	A A STATE OF THE S	
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### PARTIAL LIEN WAIVER

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

STATE OF Colorado

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	TO WHOM IT MAY CONCERN	т.				7	
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	WHEREAS the undersigned has been WCD RB22 of which Littleton Cam	nus II C is the annual	on Construction, LL	to furnish The	ral Steel	for the premises know	m as
	THE undersigned, for and in consideration other good and valuable consideration	ation of <u>Forty-One</u> Th	ousand Three Hundr	ed Savanty True Amaza	10/100 p		
	other good and valuable consideration and all lien or claim of, or right to, lier	, the receipt of which is	hereby acknowledge	l. do(es), to the fullest e	Vient permitted by	(\$41,372.00)	and
	and all lien or claim of, or right to, lier premises, and the improvements thereo	i, under the statutes of	the State of Colorado,	relating to mechanics' li	ens, with respect to	aw, hereby waive and	releas
	premises, and the improvements thereful due or to become due from the Owner,	on, and on the material	fixtures, apparatus or	machinery furnished, ar	nd on the money, fu	nds or other considerate	cnbe
	due or to become due from the Owner, undersigned for the above-described pr	on account of labor se	rvices, material, fixtur	es, apparatus or machine	ery, heretofore furn	ished, to this date only,	by th
						•	
	DATED: December 2, 2008		COM	PANY: Regional Cons	truction December		
	SIGNATURE AND TITLE:	ろ . /	ADD	RESS:		s Inc.	
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### 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 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.

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 Luciahi, 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

Soudea

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
0	December 31, 2008	\$23,333.00
0	December 4, 2008	\$153,917.00

### > Account Summary

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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



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



### **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 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:

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.

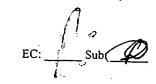
### 10. THE MATERIALS CONTRACT DOCUMENTS

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.



Subcontractor: Regional Construction Resources, Inc. Cost Code: 554RB21 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 11.6 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.

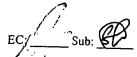
IN WITNESS WHEREOF, the parties have set forth their hand and seal below.

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

President

### EXHIBIT "A" Contract Documents

<b>Drawing Number</b>	er Description	Data
00.00	Cover Sheet	<u>Date</u> 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	
31.04	Exterior Elevations- West Elevation	07/02/2008
31.05	Enlarged Elevations	07/02/2008
31.06	Enlarged Elevations	07/02/2008
31.07	Enlarged Elevation	07/02/2008
32.01	Building Sections	07/02/2008
	<del>-</del>	07/02/2008



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32.02	D. T. C.	Cost Code: 554RB21 – 48700-051000
33.01	Building Sections	07/02/2008
33.02	Wall Sections	07/02/2008
	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	
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	07/02/2008
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

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20.000		Cost Code: 554RB21 – 48700-051000
38.02B	Partial First level RCP-B	07/02/2008
38.03A	Partial Second Level RCP- A	07/02/2008
38.03B	Partial Second Level RCP-B	07/02/2008
38.04A	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	07/21/2008
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	
60.05A	Partial Fourth Level Framing Plan- A	07/21/2008
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60.05D	70 - 1170 - 170	Cost Code: 554RB21 – 48700-051000
60.05B	Partial Fourth Level Framing Plan- B	07/21/2008
60.05C	Partial Fourth Level Framing Plan- C	07/21/2008
60.06A	Partial Roof Framing Plan- A	07/21/2008
60.06B	Partial Roof Framing Plan- B	07/21/2008
60.06C	Partial Roof Framing Plan- B	07/21/2008
60.07	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	07/02/2008
70.06B	Partial Roof/Attic Plan- B	07/02/2008
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71.01	P. I. I. I.	Cost Code: 554RB21 – 48700-051000
72.01	Enlarged Plan	07/02/2008
72.01	Details	07/02/2008
80.00	Risers	07/02/2008
	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
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	
90.05B	Partial Fourth Level Plan- B	07/02/2008
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
		07/02/2008

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93.03	Dotoile	Cost Code: 554RB21 – 48700-051000
93.04	Details	07/02/2008
94.01	Details 18.1.1.1	07/02/2008
94.02	Electrical Schedules	07/02/2008
Unit C1	Electrical Schedules	07/02/2008
Unit C1	Architectural	07/02/2008
Unit C1b	MEP	07/02/2008
Unit C1b	MEP	07/02/2008
Unit C3	Architectural	07/02/2008
Unit C3	MEP	07/02/2008
Unit C5	Architectural	07/02/2008
Unit C5	MEP	07/02/2008
Unit C8	Architectural	07/02/2008
Unit C8	MEP	07/02/2008
Unit D1.5	Architectural	07/02/2008
Unit D1.5	Architectural	07/02/2008
Unit D2	MEP	07/02/2008
Unit D2	MEP	07/02/2008
Unit E4	Architectural	07/02/2008
Unit E4	MEP	07/02/2008
Unit E9.5	Architectural	07/02/2008
Unit E9.5	MEP	07/02/2008
Unit F12	Architectural	07/02/2008
Unit F12	Architectural	07/02/2008
Unit F2	MEP	07/02/2008
Unit F2	MEP	07/02/2008
Unit F4	Architectural	07/02/2008
Unit F4	MEP	07/02/2008
Unit G4	Architectural	07/02/2008
Unit G4	Architectural	07/02/2008
Unit G6	MEP	07/02/2008
	Architectural	07/02/2008
Unit G6 Unit J3	MEP	07/02/2008
	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
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### 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
- 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 20<sup>th</sup> of the month for payment by the 20<sup>th</sup> of the following month.

EC: \_\_\_\_ Sub:

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- 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.

Sub.

### EXHIBIT "C" Sales Tax Form

Subcontractor / Supplier Name:	Regional Construction Resources, Inc.
Address: 5600 NW Central, Suite 100, Houston, TX, 77092	
Job No. 554RB21	
Purchase Order Number: 8	2-
Is licensed to do business in the State of Will remit all sales tax on the taxable ite Signed:	ems in the Purchase Order to the State of CO on a timely reporting basis.  Date: 10 36 000
Title: President	***********

Is not licensed to do business in the State of CO and will not include sales tax on any invoices.

Signed:

Date:

Title:

EC: Sub:

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

10:	ERICKSON CON 703 Maiden Choice Baltimore, MD 212		DATE: PROJECT NO.	: 554RB21
FROM:	Regional Constructi	on Resources, Inc.	JOB: APPLICANT N PERIOD TO:	Residential Building 2.1
1. Origina	l Contract Amount		_\$	
2. Change	Orders Issued to Dat	e (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 ( %)		S	
6. Total Ear	rned to Date Less Ret	tainage (Line 4-5)	_\$	
7. Less Pres	vious Requisitions		S	
8. Payment	Due This Period (Lin	e 6-7)	\$	
Note: Payr Cha	ment will be made for	only those costs which	Date: Owner)  h are included as part of the Originature included as part of the Originature included as provide a	inal Contract amount or for which a list of any outstanding claims for
NOTES:			TO BE COMPLETE	BY PROJECT MANAGER
			RETAINAGE RELEASE	\$
	•		PROGRESS BILLING	\$
			RETAINAGE HELD	\$
			TOTAL AMOUNT DUE	\$
			PROJECT NUMBER	554RB21
			COST CODE #	48700-051000
			APPROVED BY	
	FINAL DAVAGENCE		APPROVED DATE	
PUNCH LIST CON		☐ YES ☐ NO	FOR ACCOUN	TING USE ONLY
WARRANTY CON ATTIC STOCK DE	LIVERED	☐ YES ☐ NO ☐ YES ☐ NO ☐	DATE RECEIVED	OOD ONDI
O&M (CLOSEOUT CHANGE ORDERS	BOOK -DEL) COMPLETED	YES NO	REVIEWED BY	
			TOTALLACIDAL	

Sub: Regional Construction Resources, Inc. Cost Code: 554RB21 - 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: \_\_\_\_

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

### EXHIBIT "E"

### Partial Lien Waiver

To Whom It May Concern:  WHEREAS the undersigned has been employed by		MCI AC)	) SS			
WHEREAS the undersigned has been employed by						
THE undersigned, for and in consideration of	10 Whom It May	Concern:				
THE undersigned, for and in consideration of	WHEREAS the un	dersigned has been emplo	oved by			
THE undersigned, for and in consideration of	as	of which		is the Owner	mish	for the premise:
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	THE undersigned, i which is hereby acl statutes of the State material, fixtures, a labor services, mate DATED:  SIGNATURE AND Note: All waivers m be set forth; if waive	for and in consideration of knowledged, do(es), to the of Colorado, relating to me paratus or machinery furial, fixtures, apparatus of TITLE:  ust be for the full amount r is for a partnership, the meem:	of	(\$) Dollars, and w, hereby waive and relea and on said above-describeds or other considerations, ned, to this date only, by the ration, corporate name sho and designate him/herself	d other good and valuable corse and all lien or claim of, one of premises, and the improve due or to become due from the eundersigned for the above undersigned for the above	nsideration, the re r right to, lien, un ements thereon, and the Owner, on acc- described premis
				<del></del>		
	hat the total amount o is payment. That all lidity of said waivers ntracts or subcontract d that the items ment	f the contract including e: waivers are true, correct to That the following are ts for specific portions of tioned include all labor as	extras is \$	on which he has rec conditionally and that ther lave furnished material or ang into the construction the te said work according to	eived payment of \$ e is no claim either legal or labor, or both, for said work ereof and the amount due or plans and specifications:	pri equitable to defea and all parties ha to become due to e
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Sub: Regional Construction Resources, Inc. Cost Code: 554RB21 – 48700-051000

### **EXHIBIT "F"**

### Final Lien Waiver

COUNTY OF DOU					•
	IGLAS)	) \$\$			
To Whom It May Co	oncern:				
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	or windii		is the Owner,	<del> </del>	tor the premises !
machinery, heretofore	furnished, or which r	of	e due from the Owner, on ac reafter, by the undersigned	ecount of labor services, mat for the above-described pre	
DATED	<del></del>	_ COMPANY:			
SIGNATURE AND T	Pro c	COMPANY:ADDRESS:			
Note: All waivers mus	the feetless	nt paid. If a wavier is for a corpo e partnership name should sign		·	
	<del></del>	CONTRACTOR'S AFFIDAY	/IT		
		The state of the s	**		<del></del>
To Whom It May Conce	em:				
ne undersigned for a	and in consideration	and says that he is work on the			
ne undersigned, for a , an , an e customer's full satisfa ht to lien, under the sta her material, fixtures, go s date only by the unde	and in consideration ad other good and valuaction. Furthermore, t action of the State of C	and upon payment in seve able consideration, does hereby to the extent permitted by law, to OLORADO, relating to the me	en business day, of the certify that the work referre the undersigned, does herebechanics' and/or materialme	sum of d to on the reverse side has y waive and release any and	Doll been fully performed all lien or claim of,
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Sub:: Regional Construction Resources, Inc. Cost Code::554RB21 - 48700-051000

### EXHIBIT "G"

### SUBCONTRACTOR SCOPE OF WORK

Please See Attached

EC: \_\_\_\_ Sub: **P** 

### 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:

### 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.

EC: \_\_\_\_Sub:

- 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
	+·j=0.00

Anchor bolts, embeds		\$	60,000.00
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Structural steel	\$991,210.00

Miscellaneous	\$163,000.00
	, <del>+ </del>

**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	S	1,331,460.00
<i>2</i> .	Change Order #1	S	20,740.00
<i>3</i> .	PENDING CHANGE ORDERS	S	-57,449.00
<i>4</i> .	Contract Sum to Date	S	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	\$	,

Current Amount Due This Invoice	\$ 13,870.00

Balance to finish

\$ 0.00

THANK YOU FOR THIS NICE ORDER.

### Regional Construction Resources, Inc.

### 5600 Northwest Central Drive #100 Houston, TX 77092

### Invoice

Date	Invoice #
4/30/2009	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   202	Material General (Raw) Beam Penetrations in Roof Steel		716609.00 20,135.92	98.16% 100.00%		13,466.00 0.01	1.84% 0.00%	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  CHANGE ORDER  April 8, 2009  > Added 1 202. (-\$45,859.00) Total change to estimate -\$45,859.00  Sales Tax	37,711.19					,1.07%	1.07%	403.98

Total	\$13,869.99
Payments/Credits	\$0.00
Balance Due	\$13,869,99

### "EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

	ERICKSON Construction, L.L.C. 703 Maiden Choice Lane	DATE: April 30	), 2009	
	Baltimore, MD 21228	PROJECT: 554-RB-2.1		
FROM:	Regional Construction Resources, Inc.	Job:	_	
I KOWI.	Regional Constitution 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 (10	2%)	\$ 0.00	
6.	Total Earned to Date Retainage (Line	- 4-5)	\$ 1,294,751.00	
7.	Less Previous Requisitions		\$1,280,881.00	
8.	Payment Due this Period (Line 6-7)		<del></del>	NCL 3% SALES TAX
	NTRACTORS AFFIDAVIT & RELEASE			
	or which Erickson Construction has paid pre	vious requests for payment:	(III) that the amount of this	s invoice is due.
	ACTOR: By:		Date:	
	(Officer, General Par		Date:	4/30/09
			Date:	
CONTR	(Officer, General Par	nt	t of the Original Contract	4/30/09
CONTR.	(Officer, General Par Sergio Luciani, Presider Payment will be made for only those cos Change Order has been issued by Ericks	nt	t of the Original Contract se provide a list of any ou	4/30/09
CONTR.	(Officer, General Par Sergio Luciani, Presider Payment will be made for only those cos Change Order has been issued by Ericks	nt	t of the Original Contract se provide a list of any ou	4/30/09 amount or for which a standing claims for D BY PROJECT MANAGER
CONTR.	(Officer, General Par Sergio Luciani, Presider Payment will be made for only those cos Change Order has been issued by Ericks	nt	t of the Original Contract se provide a list of any out	4/30/09  armount or for which a estanding claims for  D BY PROJECT MANAGER  SE
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CONTR.	(Officer, General Par Sergio Luciani, Presider Payment will be made for only those cos Change Order has been issued by Ericks	nt	t of the Original Contract se provide a list of any out TO BE COMPLETE RETAINAGE RELEAPROGRESS BILLING RETAINAGE HELD TOTAL AMOUNT DIPROJECT NUMBER	4/30/09  amount or for which a standing claims for  D BY PROJECT MANAGER  SE  G  UE  S 554-RB-2.1
CONTR.	(Officer, General Par Sergio Luciani, Presider Payment will be made for only those cos Change Order has been issued by Ericks	nt	t of the Original Contract se provide a list of any out TO BE COMPLETE RETAINAGE RELEATION PROGRESS BILLING RETAINAGE HELD TOTAL AMOUNT DIPROJECT NUMBER COST CODE	4/30/09  amount or for which a standing claims for  D BY PROJECT MANAGER  SE  G  UE  S 554-RB-2.1
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EC\_\_\_\_\_ Sub: \_\_\_\_

Subcontractor: Regional Construction Personal	LUES Posourage las				PA	PAGE 1 OF 1 PAGES	SES	
	resources, Inc.				Application No:			
Wind Crest RB 2.1	Wind Crest RB 2.1 Highlands Ranch CO				Application Date:	4/30/2009		
					Period From:	4/1/2009		
					Period To:	4/30/2009		
					Job No: Vendor No:			
В	၁	٥	Ш	4	- Agirdo 140.			
		Work	k Complete		Total Complete		E	-
Description of Work	Scheduled Value	Previous	Work in	Stored	and Stored to		Ralance to	11000
		Applications (D+E)	Place	Materials	Date	%	Finish	Peramage
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Anchor Boits and Embeds	60,000.00		0.00	0.00	117,250.00		0.00	0.00
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Miscellaneous	163,000,00	149 130 00	0.00	0.00	991,210.00		00'0	0.00
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BALCONY RAIL	00,7867,00	74,626,00	0.00	00.00	-7,687.00	100%	00.0	0.00
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### "EXHIBIT "E"

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

COUNTY OF: HARRIS	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 \$ -\$36,709.00 \$ \$1,294,751.00 \$ \$1,294,751.00 \$ \$0.00 \$ \$1,294,751.00 \$ -\$1,280,881.00 \$ \$13,870.00 \$ \$0.00	INCL PENDING CHANGE ORDERS
	Contractor)	··· ·	
The UNDERSIGNED being duly sworn states that he is	the President (title)	•	
of Regional Construction Resources, Inc. (firm) who has	a contract with Erickson Con	struction L.L.C.	
for furnishing Structural and Miscellaneous Steel and Erect	ion for the improvements bein	g erected on	
real estate known and identified as Wind Crest RB 2.1 loc	ated in Highlands Ranch		
County, State of COand owned by			
DOLLARS( \$13,870.00) in payment of invoice or application and other good and claims of right of lien on the aforementic or other consideration due or to become due on account of la furnished prior to	aned property and improvement abor or services, materials, fix stated above.  contract status set forth above discipliers employed by him here of such labors, subcontract bed real estate or the improvement, the undersigned shall lists, in CTI form F-3926- Contract from said parties).	tures or apparatus heretof e is an accurate statement have been paid all sums protors or suppliers is or will te ements thereon for labor or st the name of each of his ractors and Subcontractors	t and no eviously be r materials
Signed this 30TH day of APRIL 2009	Regional Construction Contractor/Supplier/Su	Resources, Inc. ubcontractor	-
By: igned and swom to before me this 30TH day of APRIL 2009 iy commission Expires: 6-16-2011	Sergio Luciani, Preside	HATO:	A. LEWING
Page 1 of 1	Stacy A. Lewcun, I	Notary Public SOFT Notary Public	EXAS

PAGES ď AIA DOCUMENT G702 Windcrest RB 2.1 APPLICATION AND CERTIFICATION FOR PAYMENT TO OWNER: ERICKSON Construction, L.L.C. PROJECT: 703 Maiden Choice Lane Baltimore, MD 21228

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

VIA ARCHITECT:

Distribution to:	OWNER ARCHITECT CONTRACT	
-		
APPLICATION No:	PERIOD TO: 4/30/09	PROJECT No.

8

## 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.

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1,331,460.00 (\$36,709.00) \$1,294,751.00 CONTRACT SUM TO DATE (Line 1 ± 2) ...... Net change by Change Orders ......

4. TOTAL COMPLETED & STORED TO DATE ...... (Column G on G703)

RETAINAGE:

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

of Stored Material. b. 01 June 6 (Column F on G703)

Total Retainage (Lines 5a + 5b) or

\$1,294,751.00 6. TOTAL EARNED LESS RETAINAGE..... Total in Column I of G703) ...

(Line 4 Less Line 5 Total)

\$0.00

(\$1,280,881.00) PAYMENT (Line 6 from prior Certificate) ..... 7. LESS PREVIOUS CERTIFICATES FOR

\$13,870.00 8. CURRENT PAYMENT DUE INCLUDES 3% SALES TAX...... 9. BALANCE TO FINISH, INCLUDING RETAINAGE..... (Line 3 less Line 6)

\$0.00 \$0.00 DEDUCTIONS \$0.00 \$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:

2009 30-Apr-09 ASSESSION OF THE STACE OF THE S e me this **TEXAS** By: Sergio Luciani, President My Commission expires: Subscribed and swe Notary Public:

### ARCHITECT'S CERTIFKATE POR PAYMENT

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 contributions and the data comprising the application, the Architect certifies to MAMMer that to the best of the payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ....

\$0.00

(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:

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.

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

\$0.00



### **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	¢	1,331,460.00
<i>2</i> .	Change Order #1	\$	20,740.00
<i>3</i> .	PENDING CHANGE ORDERS	S	-57,449.00
<i>4</i> .	Contract Sum to Date	Š	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	LUES				DACE		<u> </u>	
ממסמום	Suprollination: Regional Construction Resources, Inc.	Resources, Inc.				A	SE I OF I PAGES	SES	
						Application No:	9		,
Project Name:		Wind Crest RB 2.1 Highlands Ranch CO			-	Application Date:	4/15/2009		
						Period From:	4/1/2009		
						Period To:	4/30/2009		
					-	Job No:			
<b>∀</b>	В	,				Vendor No:			
		3	Q	E	ı	O			
Item No.	Description of Work	S. C. L. L. L. C.	Work	ပ၂		Total Complete			
	VIOA IO IODE	scheduled Value	Previous	Work in	Stored	and Stored to	•	Balanco to	
			Applications	Place	Materials	Date	%	Finish	Retainage
1	Detailing	447 070 00	(D+c)	this Period	(not in D or E)	(D+E+F)		(O-O)	
2	Anchor Bolts and Embade	117,250.00	117,250.00	0.00	00.0	117,250.00	100%	00 0	
3	Structural Steel	90,000.00	60,000.00	0.00	00.0	60,000.00	100%	00.0	000
4	Miscellaneous	331,210.00	991,210.00	0.00	00.0	991,210.00	100%	000	000
5	CO # 4 Boam Bonotesti	163,000.00	0.00	149,130.00	00.0	149.130.00	41%	13 870 00	00.0
9	PENDING CHANGE OFFER	20,740.00	20,740.00	00.00	00.0	20.740.00	100%	00.0	0.00
	PEOC PAIL	0.00	00.0	0.00	0.00	000	700	00.0	0.00
	DECO RAIL	-7,687.00	00.00	-7,687.00	0.00	-7 687 00	100%	0.00	0.00
	BALCONY KAIL	41,838.00	00.0	-41.838.00	000	44 929 00	0,001	0.00	0.00
	ELEV. PIT LADDERS	400.00	0.00	400 00	00.0	-41,638.00	100%	0.00	0.00
	FIELD BOLTS	-7,524.00	00 0	7 524 00	0.00	-400.00	100%	00.00	0.00
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10		0.00	00.00	0.00	00.00	00:0	%0	0.00	0.00
2 2		0.00	0.00	0.00	00.00	0.00	%0	000	0.00
3 2		0.00	0.00	0.00	00.00	00:0	%0	00 0	000
TOTAL		_	0.00	0.00	00.00	0.00	%0	0.00	000
2171		1,294,751.00	1,189,200.00	91,681.00	0.00	1,280,881,00	98 93%	13 870 00	00 0
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### "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:		
TROM.	Regional Construction Resources, Inc.	APPLICANT NO: PERIOD TO:	6	
		12.40D 10.	4/30/2009	
1.	Original Contract Amount		\$1,331,460.00	
2.	Change Orders Issued to Date (Thru C	.0.# )	\$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		\$1,280,881.00	
5.	Less Retainage (10	<u>)</u> %)	\$ 0.00	
6.	Total Earned to Date Retainage (Line	4-5)	\$	
7.	Less Previous Requisitions		\$1,189,200.00	
8.	Payment Due this Period (Line 6-7)			ICL 3% SALES TAX
SURCON	TDACTORS AFETDANTO			
	TRACTORS AFFIDAVIT & RELEASE			
accordance	rsigned Subcontractor certifies: (i) that the work with the Contract Documents; (ii) that it how which Erickson Construction has paid pre-	ork for which this payment red	quest is being submitted I	nas been completed in
material fo	or which Erickson Construction has paid pre	vious requests for payment: (i	ii) that the amount of this	invoice is due.
	,			
CONTRA	ACTOR: By:		<b>5</b>	
	(Officer, General Par	tner, or Owner)	Date:	4/15/09
	Sergio Luciani, Presider	nt		
Vote:	Payment will be made for only those cost Change Order has been issued by Fricker	s which are included as part of	of the Original Contract or	mount on fam Link
	Change Order has been issued by Erickson additional costs or pending extras.	on Construction L.L.C. Please	provide a list of any outs	tanding claims for
IOTEC.	or pending extras.			BY PROJECT MANAGER
OTES:			j	
			RETAINAGE RELEAS	E
			PROGRESS BILLING	
			RETAINAGE HELD	
			TOTAL AMOUNT DUI	
			COST CODE	554-RB-2.1
			APPROVED BY	48400-05-1000
			APPROVED DATE	
	AL PAYMENT  COMPLETEDYESNO		JAPPROVED DATE	
ARRANTY C	OMPLETED YES NO		FOR ACCOU	NTING USE ONLY
	DELIVERED YES NO YES NO YES NO			
	ERS COMPLETED YES NO		DATE RECEIVED REVIEWED BY	

EC\_\_\_\_\_ Sub: \_\_\_\_

### "EXHIBIT "E"

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

STATE OF: TEXAS	Original Contract Assessed			
COUNTY OF: HARRIS	Original Contract Amount: Approved Change Orders: Adjusted Contract Amount	\$ <u>\$1,331,460.00</u> \$ <u>-\$36,709.00</u> \$ <u>\$1,294,751.00</u>	INCL PENDING CHANGE ORDERS	
`	Complete to Date: Retention: Total Eamed (Less Retention) Previous Payments:	\$ \$1,280,881.00 \$ \$0.00 \$ \$1,280,881.00	•	
	Current Payment: Contract Balance:	\$\$1,189,200.00 \$\$91,681.00 \$\$13,870.00	INCL. 3% SALES TAX	
TO:	(Title Insurer) (Lender) (Owner)			
	(Contractor)			
The UNDERSIGNED being duly sworn states that	it he is the President (title)			
of Regional Construction Resources, Inc. (firm) wh	no has a contract with Erickson Con	Struction I.I.C		,
for furnishing Structural and Miscellaneous Steel and	Erection for the improvements bein	0 erected on		
real estate known and identified as Wind Crest RB 2	.1 located in Highlands Ranch	a crected oil		
County, State of CO and owned b				
The UNDERSIGNED for and in consideration DOLLARS(\$91,681.00) in payment of invoice or appli and other good and claims of right of lien on the aforer or other consideration due or to become due on accour furnished prior to	mentioned property and improvement of labor or services, materials, fix nation stated above.  at the contract status set forth above	nts thereon, and on monies tures or apparatus heretofo e is an accurate statement	and no	
due and all current sums due out of this payment and the entitled to claim or assert any claim against the above of furnished to or for the account of the undersigned. (Upsubcontractors, and suppliers, with contract and payme Affidavit, attach same hereto and upon request furnish to	described real estate or the improver on request, the undersigned shall lise	ors or suppliers is or will be ments thereon for labor or i	e materials	
Signed this 15TH day of APRIL 2009	Regional Construction Contractor/Supplier/Su	Resources, Inc.		
	By: Sergio Luciani, Preside	<u></u>		
signed and sworn to before me this 15TH day of APRIL				
My commission Expires: 6-16-2011	Stacy of Lewcun, N	Otary Public Marin	STACY A. LEWIS	
Page 1 of 1	•	WHITHIN THE	C 16-2011	
			enicki filianos.	

# APPLICATION AND CERTIFICATION FOR PAYMENT

PAGE 1 OF 1 PAGES	Distribution to:	ARCHITECT
AIA DOCUMENT G702	APPLICATION No: 6	PERIOD TO: 4/30/09
	Windham a second	
	PROJECT:	VIA ARCHITECT:
L.C.	703 Maiden Choice Lane Baltimore, MD 21228	RACTOR: Regional Construction Bosesses
TO OWNER:		FROM CONTRACTOR: Regional C

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

			2	בים	5	-
	APPLI	APPLICATION No:	9	Disi	Distribution t	٦
RB 2.1					OWNER	買
	PERIO	PERIOD TO: 4/30/09		Ш	ARCHIT	듣띥
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	PROJE	PROJECT No:				
	CONTE	CONTRACT DATE				

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

1. ORIGINAL CONTRACT SUM	1 221 460 0
2. Net change by Change Orders	0.004,100,1
3 CONTRACTOR ACTION OF THE CONTRACTOR OF THE CON	(\$36,709.00
3: Colving 10 DATE (Line 1 ± 2)	

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:

15-Apr-09

Date:

By:
Sergio Luciani, President
TE

HARRIS APRIL

15 day of County of:

WINDHIM STAC

6/16/2011

My Commission expires

Subscribed and Notary Publice

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,

1,280,881.00	00		
TOTAL COMPLETED & STORED TO DATE  (Column G on G703)  BETARNAGE.	a. of Completed Work	b. of Stored Material	** /= * * * * * * * * * * * * * * * * *

	90.00	31,280,881.00	
Total in Column I of G703)	5. TOTAL EARNED LESS RETAINAGE	(Line 4 Less Line 5 Total)	7. LESS PREVIOUS CERTIFICATÉS FOR

		391,681.00	\$13,870.00	
PAYMENT (Line 6 from prior Certificate)	8. CURRENT PAYMENT DUE INCLUDES 3% SAT BY TAY	9. BALANCE TO FINISH, INCLUDING RETAINAGE	(Line 3 less Line 6)	

In accordance with the Contract Documents, based on offsite object that and the desire object that the Contract Documents, based on offsite object that the desire object that the desire object that the desire of the Architect's knowledge, information and belief the Work has proper to the best of the object of the Work is in accordance with the Contract Documents, and the contraction is in accordance with the Contract Documents, and the contraction is the AMOUNT CERTIFIED.	AMOUNI CERTIFIED
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C111111		
CHANGE ORDER SUMMARY	ADDITIONS	DEDITOTIONS
Total changes approved		DEDUCTIONS
in previous months by Owner	00 0 <b>3</b>	000
Total approved this Month	00.00	30.00
TOTAL G	\$0.00	\$0.00
INES	\$0.00	20.00
NET CHANGES by Change Order	00 03	

lttach explanation if amount certified differs from the amount applied. Initial all figures on this pplication and on the Continuation Sheet that are changed to conform to the amount certified.) RCHITECT:

Date:	I his Certificate is not negotiable. The AMOUNT CERTIFIED is navable only to the	Contractor named herein. Issuance, payment and acceptance of navment are without	prejudice to any rights of the Owner or Contractor under this Contract.
	I his Certifical	Contractor nar	prejudice to an



#### **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	\$	1,331,460.00
<i>2</i> .	Change Order #1	S	0.00
<i>3</i> .	Contract Sum to Date	S	1,331,460.00
<i>4</i> .	Total Completion to Date		1,189,200.00
<i>5</i> .	Less Previous Invoices	Š	727,910.00
<i>6</i> .	Current Amount Due Incl 3% Sales Tax	\$	461,289.20

Current Amount Due This Invoice	\$ 461,289.20

Balance to finish

\$ 163,000.00

THANK YOU FOR THIS NICE ORDER.

								-		Retainage		000	000	00.0	000	00.0	0.00	0.00	0.00	0.00	00.0	0.00	0.00	00.0	0.00	٢_ ن	3.0	0.00	0.00	0.00	00.00	0.00	00 0	000	0.00	00.0	32:5
1 PAGES									Balanco to	Finish	(၅- <u>၂</u>	0.00			163 000 00			00.0	00.0	0.00	800	00.0	00.0	00 0	0.00	0.00	0.00	0.00	00:00	00'0	00.00	0.00	00.0	00.00	0.00	0.00	
PAGE 1 OF 1 PA	5	3/23/2009	3/1/2009	3/31/2009						%		100%	100%	100%	%0	%0	%0	%0	%U	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	
PA	Application No:	Application Date:	Period From:	Period To:	Job No:	Vendor No:	g	Total Complete	and Stored to	Date	(D+E+F)	117,250.00	00'000'09	991,210.00	00.0	20,740.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00'0	0.00	0.00	00.00	0.00	00.00	00.00	00:00	00.0	0.00	00.0	
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							2	Work	Previous	Applications	(DTC)	117,250.00	90,000.00	320,060.80	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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	127 910 ROL
Resources Inc		lighlands Ranch CO				C	>		Scheduled Value		447 250 00				20,440,00	20,740.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0	00.0	00.0	00.0	00.0	000	0.00	0.00	0.00	0.00	4 252 200 00	1,00,002,200,1
Subcontractor: Regional Construction Resources. Inc.		ame: Wind Crest RB 2.1 Highlands Ranch CO				8		Description of West	NOA DECEMBER		Detailing	Anchor Bolts and Embeds	Structural Steel	Miscellaneous	CO # 1 Beam Penetrations																						
Subcontra		Project Name:				¥		Item No.			-	2	3	4	5	9	_	8	6	Ş	11	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

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) (Contractor)  \$ \$1,331,460.00 \$ \$20,740.00 \$ \$1,352,200.00 \$ \$1,189,200.00 \$ \$1,189,200.00 \$ \$1,189,200.00 \$ \$461,289.20 \$ \$163,000.00  INCL. 3% SALES TAX
The UNDERSIGNED being duly swom states that he is	
of Regional Construction Resources, Inc. (firm) who ha	S a contract with Erickson Construction L.L.C.
for furnishing Structural and Miscellaneous Steel and Erec	ction for the improvements being created as
real estate known and identified as Wind Crest RB 2.1 Identified	Ocated in Highlands Ranch
County, State of COand owned by	and a regularida Nation
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	stated above.  e contract status set forth above is an accurate statement and no and suppliers employed by him have been paid all sums previously sone of such labors, subcontractors or suppliers is or will be ribed real estate or the improvements thereon for labor or materials equest, the undersigned shall list the name of each of his
Signed this 23RD day of MARCH 2009  By:	Sorgio Lucio i Decide
signed and sworn to before me this 23RD day of MARCH 20	
My commission Expires: 6-16-2011	Stacy A. Lewcun, Notary Public 6-16-2011
Page 1 of 1	WWW. Williams
	EC Sub:

# "EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

FROM: Regional Construction Resources, Inc.  APPLICANT NO:  PERIOD TO:  1. Original Construct Amount  2. Change Orders Issued to Date (Line 1+2)  3. Contract Sum to Date (Line 1+2)  5. 1,331,460.00  2. Change Orders Issued to Date (Line 1+2)  5. 1,332,200.00  4. Total Complete and Stored to Date  5. Less Retainage ( 10 %)  6. Total Earned to Date Retainage (Line 4-5)  7. Less Previous Requisitions  8. Payment Doe this Period (Line 6-7)  8. 1,189,200.00  9. 1,189,200.00  10. Less Previous Requisitions  10. 1,189,200.00  11. Less Previous Requisitions  10. 1,189,200.00  11. Less Previous Requisitions  10. 1,189,200.00  10. 1	ТО:	ERICKSON Construction, L.L.C. 703 Maiden Choice Lane Baltimore, MD 21228	DATE: <u>March 23</u> PROJECT: 554-RB-2.1	, 2009	
2. Change Orders Issued to Date (Thru C.O. # ) \$ 2.0,740.00 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 (	FROM:		Job: APPLICANT NO:		· · · · · · · · · · · · · · · · · · ·
2. Change Orders Issued to Date (Thru C.O.# ) \$	1.	Original Contract Amount		\$ 1331.460.00	
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 ( 10 %) \$ 0.00 6. Total Earned to Date Retainage (Line 4-5) \$ 1,189,200.00 7. Less Previous Requisitions \$ 7,279,10.80 8. Payment Due this Period (Line 6-7) \$ 461,289.20 [NCL 3% SALES TAX]  SUBCONTRACTORS AFFIDAVIT & RELEASE OF LIEN: The undersigned Subcontractor certifies: (b) that the work for which this payment request is being submitted has been completed in accordance with the Contract Documents: (f) that the work for which this payment request is being submitted has been completed in accordance with the Contract Documents: (f) that it has paid it aemployees, 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.  CONTRACTOR: By:  (Officer, General Partner, or Owner)  Sergio Luciani, President  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 ROJECT MANAGER  RETAINAGE RELEASE  PROGRESS BILLING  RETAINAGE PRELASE  RETAINAGE PRELASE  PROGRESS BILLING  RETAINAGE PR	2.	Change Orders Issued to Date (Thru (	C.O. # )	···	
4. Total Complete and Stored to Date  5. Less Retainage ( 10 %)	3.	<b>a</b>	•		
5. Less Retainage ( 10 %) \$ 0.00 6. Total Earned to Date Retainage (Line 4-5) \$ 1,189,200.00 7. Less Previous Requisitions \$ 2.727,910.80 8. Payment Due this Period (Line 6-7) \$ 461,289.20 INCL 3% SALES TAX  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-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.  CONTRACTOR: By:  (Officer, General Partner, or Owner)  Sergio Luclani, President  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 PROGRESS BILLING  RETAINAGE RELEASE  PROGRESS BILLING  RETAINAGE RELEASE  PROGRESS BILLING  RETAINAGE RELEASE  PROGRESS BILLING  RETAINAGE HELD  TOTAL AMOUNT DUE  PROJECT NUMBER  554-RB-2.1  COST CODE 48400-05-1000  APPROVED BY  APPROVED BY  APPROVED BY  APPROVED DATE  FINAL PAYMENT  NOCH UST COMPLETED YES NO  FOR ACCOUNTING USE ONLY  FOR ACCOUNTING USE ONLY  DATE RECEIVED  DATE RECEIVED	4.	Total Complete and Stored to Date	•		
6. Total Earned to Date Retainage (Line 4-5)  7. Less Previous Requisitions  8. Payment Due this Period (Line 6-7)  9. 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.  8. Payment Due this Period (Line 6-7)  8. Payment Due this Period (Line 6-7)  8. Payment Due this Period (Line 6-7)  8. 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 completed in accordance with the amount of this invoice is due.  8. Payment Due to President (III)  8. Payment Due to President (III)  8. Payment Due this Period (Line 6-7)  8. Payment Due to President (III)  8. Payment Due this Period (Line 6-7)  9. Payment Due this Payment (III)  9. Payment Due this Payment (IIII)  9. Payment Due this Payment (III)  9. Payment D	5.	<b>T</b>	0 %)		
7. Less Previous Requisitions  8. Payment Due this Period (Line 6-7)  9. 461,289.20 INCL 3% SALES TAX  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-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.  CONTRACTOR: By:  (Officer, General Partner, or Owner)  Sergio Luciani, President  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.  **OTES:**  TO BE COMPLETED BY PROJECT MANAGER*  PROGRESS BILLING  RETAINAGE RELEASE  PROGRESS BILLING  RETAINAGE RELEASE  PROJECT NUMBER  554-RB-2.1  COST CODE  48400-05-1000  APPROVED BY  APPROVED BY  APPROVED DATE  **NOTES NOTES N	6.				
8. Payment Due this Period (Line 6-7)  S	7.		. 4-3)		,
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-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.  CONTRACTOR: By:  (Officer, General Partner, or Owner)  Sergio Luciani, President  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  PROGRESS BILLING  RETAINAGE RELEASE  PROGRESS BILLING  RETAINAGE HELD  TOTAL AMOUNT DUE  PROJECT NUMBER  554-RB-2.1  COST CODE  48400-05-1000  APPROVED BY  APPROVED BY  APPROVED DATE  FINAL PAYMENT  INCH LIST COMPLETED  YES NO  HIGLOSSOUT BOOK.DEL)  YES NO  MICLOSSOUT BOOK.DEL)  YES NO  DATE RECEIVED  DATE RECEIVED					
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-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.  CONTRACTOR: By:  (Officer, General Partner, or Owner)  Sergio Luciani, President  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.  **TO BE COMPLETED BY PROJECT MANAGER**  RETAINAGE RELEASE  PROGRESS BILLING  RETAINAGE RELEASE  PROJECT NUMBER  554-RB-2.1  COST CODE  48400-05-1000  APPROVED BY  APPROVED DATE  **INAL PAYMENT**  NICH LIST COMPLETED  YES NO  FOR ACCOUNTING USE ONLY  M (CLOSEOUT BOOK-DEL)  YES NO  DATE RECEIVED  DATE RECEIVED	•	, ————————————————————————————————————		\$ 461,289.20 INCL 3%	SALES TAX
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-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.  CONTRACTOR: By:  (Officer, General Partner, or Owner)  Sergio Luciani, President  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.  **TO BE COMPLETED BY PROJECT MANAGER**  RETAINAGE RELEASE  PROGRESS BILLING  RETAINAGE RELEASE  PROJECT NUMBER  554-RB-2.1  COST CODE  48400-05-1000  APPROVED BY  APPROVED DATE  **INAL PAYMENT**  NICH LIST COMPLETED  YES NO  FOR ACCOUNTING USE ONLY  M (CLOSEOUT BOOK-DEL)  YES NO  DATE RECEIVED  DATE RECEIVED	SUBCON	TRACTORS AFFIDAVIT & RELEASI	E OF LIEN:		
RETAINAGE RELEASE  PROGRESS BILLING  RETAINAGE HELD  TOTAL AMOUNT DUE  PROJECT NUMBER 554-RB-2.1  COST CODE 48400-05-1000  APPROVED BY  APPROVED BY  APPROVED DATE  FINAL PAYMENT  INCH LIST COMPLETED YES NO  ARRANTY COMPLETED YES NO  INC STOCK DELIVERED YES NO  M (CLOSEOUT BOOK-DEL) YES NO  ANGE ORDERS COMPLETED YES NO  ANGE ORDERS COMPLETED YES NO  DATE RECEIVED	CONTRÁ	(Officer, General Par Sergio Luciani, Preside Payment will be made for only those cos Change Order has been issued by Ericks	tner, or Owner)	Date: 3/2  of the Original Contract amount of provide a list of any outstanding	or for which a claims for
PROGRESS BILLING RETAINAGE HELD TOTAL AMOUNT DUE PROJECT NUMBER 554-RB-2.1 COST CODE 48400-05-1000 APPROVED BY APPROVED BY APPROVED DATE  INCH LIST COMPLETED YES NO ARRANTY COMPLETED YES NO ITIC STOCK DELIVERED YES NO ANGE ORDERS COMPLETED YES NO	<b>NOTES:</b>			TO BE COMPLETED BY PRO	JECT MANAGER
RETAINAGE HELD  TOTAL AMOUNT DUE  PROJECT NUMBER 554-RB-2.1  COST CODE 48400-05-1000  APPROVED BY  APPROVED BY  APPROVED DATE  FINAL PAYMENT  INCH LIST COMPLETED YES NO ARRANTY COMPLETED YES NO ITIC STOCK DELIVERED YES NO ANGE ORDERS COMPLETED YES NO  DATE RECEIVED				RETAINAGE RELEASE	
TOTAL AMOUNT DUE  PROJECT NUMBER 554-RB-2.1  COST CODE 48400-05-1000  APPROVED BY  APPROVED BY  APPROVED DATE  INCH LIST COMPLETED YES NO  ARRANTY COMPLETED YES NO  ITIC STOCK DELIVERED YES NO  M (CLOSEOUT BOOK-DEL) YES NO  ANGE ORDERS COMPLETED YES NO  DATE RECEIVED	,			PROGRESS BILLING	
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COST CODE 48400-05-1000  APPROVED BY  APPROVED DATE  INCH LIST COMPLETED YES NO ARRANTY COMPLETED YES NO TIC STOCK DELIVERED YES NO M (CLOSEOUT BOOK-DEL) YES NO ANGE ORDERS COMPLETED YES NO DATE RECEIVED				TOTAL AMOUNT DUE	
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FINAL PAYMENT  INCH LIST COMPLETED				COST CODE	48400-05-1000
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ANGE ORDERS COMPLETED YES NO	TIC STOCK	DELIVERED YES NO		FOR ACCOUNTING U	SE ONLY
REVIEWED BY					
				REVIEWED BY	

EC\_\_\_\_\_ Sub: \_\_\_

AIA DOCUMENT G702  APPLICATION No:  APPLICATION No:  5  Distribution to:  OWNER OWNE
--

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

Date:

\$0.00 \$0.00

\$0.00 \$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.)

in previous months by Owner
Total approved this Month
TOTALS

Total changes approved

ADDITIONS

DEDUCTIONS

Morell (Juliane

0.00 0.00 0.00 0.00 0.0 9.0 Retainage 0.00 0.00 0.00 0.00 0.00 0.00 292,411.00 163,000.00 0.00 0.00 0.00 Balance to 0.00 0.00 0.00 0.00 455,411.00 Finish တ္ပ PAGE 1 OF 1 PAGES 100% 100% 100% % %00 888 65.80% 2/19/2009 1/1/2009 2/28/2009 % 1001 698,799.00 0 0 0 0 0.0 Application Date: Period From: 117,250.00 0.00 80,000,00 0.00 0.0 Total Complete and Stored to Date 0.00 0.00 0.00 0.00 0.00 876,049.00 Application No: (D+E+F) Period To: Vendor No: Job No: (not in D or E) 0.00 0.00 0.0000 0.00 0.000000 0.00 0.00 0.00 Materials Stored 411,348.00 0.00 0.00 0.00 0.00 0.0 0.00 0.00 0.00 0.00 0.00 0.00 0 0 0 this Period 0.00 0.00 411,348.00 0.00 Work Complete Work in Place 117,250.00 60,000.00 Applications 287,451.00 0.00 0.00 0.0 0.00 0.00 0.00 0.00 0.00 0.00 0.00 Previous 464,701.00 (D+E) 163,000.00 0.00 Wind Crest RB 2.1 Highlands Ranch CO 991,210.00 60,000,00 0.00 0.00 0.00 0.0 8.8 9.0 0.00 0. Scheduled Value 0.00 0.00 1,331,480.00 9.00 Subcontractor: Regional Construction Resources, Inc. 14 OS SUBCONTRACT SCHEDULE OF VALUES Description of Work Anchor Boits and Embeds Structural Steel Miscellaneous 井口 13.55 JA Detailing Project Name: Item No.

entral Drive, Ste 100, Houston, TX 77092 131 FAX (713) 789-5575

#### **INVOICE**

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

Current Amount Due This Invoice		
e invoice	S	263,209.80
		203,207.00

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. 703 Maiden Choice Lane Baltimore, MD 21228	DATE: February 19,	2009	
FROM:	Regional Construction Resources, Inc.	PROJECT: 554-RB-2.1 Job: APPLICANT NO: PERIOD TO:	4rev 2/28/2009	<del></del>
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	•	\$1,331,460.00	
4.	Total Complete and Stored to Date	,	\$	
5.	Less Retainage ( 1	0 %)	\$ 0.00	
6.	Total Earned to Date Retainage (Line	<b>-</b>	\$ 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
SIM COL	WITH A COMO DIS A VINNE A VINN			
	TRACTORS AFFIDAVIT & RELEAS.  rsigned Subcontractor certifies: (i) that the		······································	
	ce with the Contract Documents; (ii) that it or which Erickson Construction has paid proceed the process of the contract of the process of the contract of the	evious requests for payment: (i	ii) that the amount of this invoice	ls due.
	(Officer, General Pa			
	Sergio Luciani, Preside	ent		
Vote:	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 of son Construction L.L.C. Please	of the Original Contract amount of provide a list of any outstanding	r for which a claims for
OTES:			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	
NCH LIST	COMPLETEDYESNO			
	COMPLETEDYESNO   C DELIVEREDYESNO		FOR ACCOUNTING U	USE ONLY
	OUT BOOK-DEL)YESNO		DATE RECEIVED	
ANGE OR	DERS COMPLETED YES NO	-	REVIEWED BY	
			EC	Cubi
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ļ	603 540 30	54.67%	727,910.80	0.00	263,209.80	464,/01.00	1,001,400.00		
١	0.00	0%	0.00	0.00	0.00	0.00	1 224 460 00		TOTAL
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	(C-G)		(D+E+F)	(not in D or E)	INIS Pe	T	117 250 00	Detailing	3
Spiliplay	Finish	%	Date	Materials		Applications			
	Ralanca to		and Stored to	Stored		Previous	Scheduled Value	Seach product ANOLK	
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			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:						
	GES	PAGE 1 OF 1 PAGES	PAC				Resources Inc	Subcontractor: Regional Construction Resources Inc	Subcontr
							\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 Eamed (Less Retention) Previous Payments: Current Payment: Contract Balance:  (Title Insurer) (Lender)	\$\$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
	(Owner) (Contractor)		
The UNDERSIGNED being duly account to the	<del>-</del> · · · .		
The UNDERSIGNED being duly sworn states that h	e is the President (title)		
of Regional Construction Resources, Inc. (firm) who	has a contract with Erickson Co	enstruction L.L.C.	
for furnishing Structural and Miscellaneous Steel and E	rection for the improvements be	ing erected on	
real estate known and identified as Wind Crest RB 2.1		•	
County, State of CO and owned by		<u>-</u>	
The UNDERSIGNED for and in consideration of HUNDRED NINE AND EIGHTY CENTS( \$263,209.80.0 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	entioned property and improvem to flabor or services, materials, for stated above.  the contract status set forth about, and suppliers employed by him at none of such labors, subcontrates real estate or the improvence of the secribed real estate or the secribe	cation dated 2-19-2008 ents thereon, and on mon fixtures or apparatus heret  ove is an accurate stateme have been paid all sums actors or suppliers is or wive	ies ofore ent and no previously Il be or materials
Signed this 19 th day of FEBRUARY 2009	Regional Construction	Resources, Inc.	
	Contractor/Supplier/S	ubcontractor	
- 1	Ву:		
	Sergio Luciani, Presid	lent	
signed and sworn to before me this 19th day of FEBRUA	ARY 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.

OF 1 PAGES Distribution to: OWNER PAGE 1 4REV APPLICATION No: AIA DOCUMENT G702 Windcrest RB 2.1 PROJECT: 703 Maiden Choice Lane Baltimore, MD 21228

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

PERIOD TO: 2/19/09 PROJECT No:

CONTRACT DATE:

CONTRACTOR

ARCHITECT

7601	JOINTACT FOR: Structural Steel	O'C ADDI 10 ATION 10 TO O'C	PANAMENT OF TOTAL OF	pplication is made for navment on the contract of the contract	
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	Struc		5	for nav	
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as shown below, in connection with the Contract. ontinuation Sheet, AIA Document G703, is attached.

. 1,331,460.00 . \$0.00 . \$1,331,460.00 . 727,910.80	
ORIGINAL CONTRACT SUM.  Net change by Change Orders.  CONTRACT SUM TO DATE (Line 1 ± 2)  TOTAL COMPLETED & STORED TO DATE  (Column G on G703)	
ONTRACT SUM	
ORIGINAL CONTRACT Net change by Change Or CONTRACT SUM TO D TOTAL COMPLETED & (Column G on G703)	

CONTRACTOR

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

	\$0.00	\$727,910.80
		.!
Total in Column I of G703)	FOTAL EARNED LESS RETAINAGE	(Line 4 Less Line 5 Total)
Total in C	OTAL EARNED	(Line 4 Le

			-	\$263,209.80	\$603 549 20	07:71 66000
LESS PREVIOUS CERTIFICATION	DAYS MAY A CENTIFICATES FOR	r A I MEN I (Line 6 from prior Certificate).	CURRENT PAYMENT DUE INCLUDES 3% SAI BG TAY	BALANCE TO FINISH INCLIMING DETAINS	A : 5 :	(Line 3 less Line 6)

	DEDITIONS	CHOLLONS	30 00	00.0€	00 0\$	00.00	\$0.00	-		
	ADDITIONS		00 03	00:00	\$0.00	00 03	20.00		\$0.00	
The House of the H	CHANGE ORDER SUMMARY	1 Ofal changes approved	in previous months by Owner	Total approved this Month	TOTAL TO	IOIALS		NET CHANGES L.: CL.	that carryles 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 herein is now due.

	2009	
19-Feb-09	HARRIS February	
Date:	County of: 19 day of	11
dent	TEXAS efore me this	6/16/2011
Sergio Luciani, President	state of:  TEXAS Subscribed and sworn to before me this Votary Public:	dy Commission expires:

# ARCHITECT'S CERTIFICATE FOR PAYMENT

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 observations and the data comprising the application, the Architect certifies to the Owner that to the best of the payment of the AMOUNT CERTIFIED.

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(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:

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.

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 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	\$

Current Amount Due This Invoice	\$ 287,451.00

Balance to finish

\$ 866,759.00

THANK YOU FOR THIS NICE ORDER.

#### 9. BALANCE TO FINISH, INCLUDING RETAINAGE..... 6. TOTAL EARNED LESS RETAINAGE ..... 7. LESS PREVIOUS CERTIFICATES FOR RETAINAGE: 2. Net change by Change Orders ..... 1. ORIGINAL CONTRACT SUM..... Application is made for payment, as shown below, in connection with the Contract CONTRACT FOR: Structural Steel Continuation Sheet, AIA Document G703, is attached FROM CONTRACTOR: CONTRACTOR'S APPLICATION FOR PAYMENT **APPLICATION AND CERTIFICATION FOR PAYMENT** NET CHANGES by Change Order CURRENT PAYMENT DUE INCLUDES 3% SALES TAX..... TOTAL COMPLETED & STORED TO DATE ... CONTRACT SUM TO DATE (Line 1 ± 2)..... in previous months by Owner Total changes approved Total approved this Month (Column G on G703) Total Retainage (Lines 5a + 5b) or CHANGE ORDER SUMMARY (Line 3 less Line 6) (Line 4 Less Line 5 Total) (Column D + E on G703) (Column F on G703) of Stored Material. . . of Completed Work . . Regional Construction Resources ERICKSON Construction, L.L.C. Houston, TX 77092 5600 Northwest Central Drive, Ste. 100 Baltimore, MD 21228 703 Maiden Choice Lane ADDITIONS \$0.00 \$0.00 VIA ARCHITECT: **PROJECT** DEDUCTIONS \$1,331,460.00 \$177,250.00) \$866,759.00 \$287,451.00 \$464,701.00 ,331,460.00 \$0.00 \$0.00 Contractor named herein. Issuance, payment and acceptance of payment are without of the Work is in accordance with the Contract Documents; and the Contractor is entitled to This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to 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 AMOUNT CERTIFIED ... payment of the AMOUNT CERTIFIED. comprising the application, the Architect certifies to the Owner that to the best of the My Commission expires: Architect's knowledge, information and belief the Work has progressed as indicated, the quality In accordance with the Contract Documents, based of tongif hat ations and the date Notary Public: State of: Ву: CONTRACTOR: information and belief the Work covered by this Application for Payment has been completed ARCHITECT'S CERTIFICATE FO Subscribed and 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 Windcrest RB 2.1 Sergio Luciani rresident tylio before me this TEXAS AIA DOCUMENT G702 6/16/20 1/4/20 1/4/20 **PROJECT No** PERIOD TO: 12/30/08 CONTRACT DATE APPLICATION No: Park | 11/1/1/1/19-Dec-08 H PAYMENT 3REV PAGE 1 OF Distribution to: CONTRACTOR ARCHITECT OWNER 1 PAGES

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

\$0.00

# "EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

10:	ERICKSON Construction, L.L.C. 703 Maiden Choice Lane Baltimore, MD 21228	DATE: December 19	, 2008	
FROM:	Regional Construction Resources, Inc.	PROJECT: 554-RB-2.1 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.O.# )	\$ 0.00	
3.	Contract Sum to Date (Line 1	+2)	\$ 1,331,460.00	
4.	Total Complete and Stored to Date	4	\$ 464,701.00	
5.	Less Retainage (1	<u>0</u> %)	\$ 0.00	•
6.	Total Earned to Date Retainage (Line	 	\$ 464,701.00	
7.	Less Previous Requisitions		\$	
8.	Payment Due this Period (Line 6-7)		\$ 287,451.00 INCL 3%	SALES TAX
	NTRACTORS AFFIDAVIT & RELEAS			
CONTRA  Note:	ACTOR: By:  (Officer, General Pasergio Luciani, President Payment will be made for only those of Change Order has been issued by Erick additional costs or pending extras.	ent osts 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
			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	
VARRANTY	COMPLETED         YES _ NO           COMPLETED         YES _ NO           CK DELIVERED         YES _ NO		FOR ACCOUNTING	USE ONLY
	EOUT BOOK-DEL)YESNOYESNOYESNO		DATE RECEIVED	
		•	REVIEWED BY	

EC\_\_\_\_\_ Sub: \_\_\_\_

#### "EXHIBIT "E"

# CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

	COUNTY OF: HARRIS  TO:	Appr Adju Com Rete Total Prev Curre Cont		\$	331,460.00 \$0.00 331,460.00 464,701.00 \$0.00 464,701.00 177,250.00 287,451.00 366,759.00	INCL. 3% SALES TAX
	The UNDERSIGNED being duly sworn states that he of Regional Construction Resources, Inc. (firm) who	(Cont	tractor) President (title)	nestruction I	I C	
	for furnishing Structural and Miscellaneous Steel and E real estate known and identified as Wind Crest RB 2.1	Erection	for the improvements be			
	<b>a</b>		o in riiginanus Kanch			
	The UNDERSIGNED for and in consideration of HUNDRED FIFTY ONE DOLLARS( \$287,451.00) in parameter and other good and claims of right of lien on the aforem or other consideration due or to become due on account furnished prior to	ayment of laborated at the cost, and state at none lescribed on requent states.	of invoice or application did property and improvement or or services, materials, for a services, materials, for a services, materials, for a services and above.  Intract status set forth about the improvement of such labors, subcontract real estate or the improvest, the undersigned shall is in CTI form F-3926. Contract of the improvement of the improvement of the improvement of the undersigned shall in CTI form F-3926.	ents thereore intures or approve is an accordance or supporter the promote the control of the co	2008  In, and on monity  Curate stateme  paid all sums popliers is or will  reon for labor of	es ofore nt and no previously I be omaterials
	Signed this 19 th day of DECEMBER 2008	Ву:	Regional Construction Contractor/Supplier/S Sergio Luciani, Presid	ubcontracto	i, Inc	1
5	signed and sworn to before me this 19th day of DECEM	IBER 20	- 11 /1		EWCU	
٨	My commission Expires: 6-16-2011		Stacy A. Lewcun,	Notary Pu	IC STATE C	The state of the s
	Page 1 of 1			3	STATE C	
			EC S	Sub:	"Mannana 6	WILLIAM.



#### **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:

1. 2.	Original Contract Sum Change Order #1	\$ \$	1,331,460.00 0.00	
<i>3. 4.</i>	Contract Sum to Date Total Completion to Date	\$ \$	1,331,460.00 177,250.00	
5. <b>6.</b>	Less Previous Invoices Current Amount Due Incl 3% Sales Tax	\$ \$	153.917.00	
	Current Amount Due This Invoice	<u>s</u>	23,333.00	

Balance to finish

\$ 1,154,210.00

THANK YOU FOR THIS NICE ORDER.

Application No: 2 Application Date: 107/2008 Period From: 11/2008 Period To: 11/30/2008  Vendor No:	0.00	1,154,210.00	13.31%	177,250.00	0.00	20,000.00				
Application	0.0	0.00	0%	0.00	0.00	22 222 00	153 917 00	1,331,460.00		TOTAL
Application Resources, Inc.   Application Note   PAGES   Application Date:   10772708   10	0.0	0.00	0%	0.00	0.00	0 00	0.00	0.00		6
Description of Work   Payment   Pa	0.00	0.00	0%	0.00	00.00	0.00	0.00	0.00		
Decembracitor : Regional Construction Resources, Inc.   Application No:   2   Application Noise   2   Application	0.0	0.00	200	0.00	0.00	0.00	0.00	0.00		2
Application No.   Intrizeos	9.6	0.00	₩0	0.00	0.00	0.00	0.00	0.00		23
Application No.   Applicatio	0	0.00	0%	0.00	0.00	0.00	0.00	0.00		22
Application No:   PAGES   1017/2008	0.0	0.00	0%	0.00	0.00	0.00	0.00	0.00		21
Description of Work   Scheduled Value   Payore	0.0	0.00	0%	0.00	0.00	0.00	0.00	0.00		20
Application Resources, Inc.   Application Date:   I17/2008	0.0	0.00	0%	0.00	0 00	0.00	0.00	0.00		19
Application	0.0	0.00	200	0.00	00.00	0.00	0.00	0.00		
Application No.   2   Application Date:   107/2008     Application No.   2   Application Date:   107/2008     Application No.   2   Application Date:   107/2008     Application No.   2   Application No.   39.917.00   39.	0.0	0.00	%00 %00	0.00	0.00	0.00	0.00	0.00		ò
Application No.   Applicatio	9	0.00	%0 	0.00	0.00	0.00	0.00	0.00		17
Application Resources, Inc.   Application No.   Page 1 OF 1 PAGES		0.00	0%	0.00	0.00	0.00	0.00	0.00		6
Application No.   Application No.   Z   Application Date:   107/12008		0.00	%0	0.00	0.00	0.00	0.00	0.00		15
Application Resources, Inc.   Application No.   2   Application Date:   107/1208   Application No.   2   Application Date:   107/1208   Application No.   2   Application Date:   107/1208   Application No.   Applicati	0	0.00	0%	0.00	0.00	0.00	0.00	0.00		14
Application No.   Application No.   2     Applicatio	0.	0.00	0%	0.00	0.00	0.00	0.00	0.00		13
Application No:   PAGE 1 OF 1 PAGES   PAGE   OF 1 PAGES	0.	0.00	0%	0.00	0.00	0.00	0.00	0.00		12
Application No.   Complete   Frevious   Chesting   Stored   Chesting   Ches	0.	0.00	0%	0.00	0.00	0.00	0.00	0.00		
Application Name:   Wind Crest RB 2.1 Highlands Ranch CO	0.	0.00	0%	0.00	0.00	0.00	0.00	0.00		
Application No:     Application Date:   10/7/2008     Period From:   11/2/2008   P	٥	0.00	20%	0.00	0.00	0.00	0.00	0.00		
Application No:   Regional Construction Resources, Inc.   Application No:   2		0.00	0%	0.00	0.00	0.00	0.00	0.00		
Application No:   2		00.00	0%	0.00	0.00	0.00	0.00	0.00		20
Application No.:   Application Date:   1/1/2008   Period From:   1/1/2008   Period From:   1/1/2008   Period To.:   1/1/2008   Pinish	9	0.00	0%	0.00	0.00	0.00	0.00	9.99		7
Application No:   2	0	0.00	0%	0.00	0.00	0.00	0.00	0.00		9
Application No.   2	0	163,000.00	0%	0.00	0.00	0.00	0.00	0.00		5
Application No:   2	0	991,210.00	0%	0.00	0.00	0.00	0.00	163,000.00	iscellaneous	
Application No:   Regional Construction Resources, Inc.   Application No:   2	0	0.00	100%	00,000.00	0.00	0.00	0.00	991,210.00	tructural Steel	
Application No:   Regional Construction Resources, Inc.   Application No:     2	c	0.00	100 %	80,000,00	0 00	0.00	00.000.00	60,000.00	nchor Bolts and Embeds	
Tractor : Regional Construction Resources, Inc.  Name: Wind Crest RB 2.1 Highlands Ranch CO  B C D E Work Complete Description of Work Application No: 2  Application No: 2  Application Date: 1077/2008  Period To: 11/30/2008  Vendor No: 11/30/2008  Vendor No: 11/30/2008  Total Complete and Stored to (D+E+F)  Name: Wind Crest RB 2.1 Highlands Ranch CO  Application No: 2  Application No: 1/1/2008  Period To: 11/30/2008  Vendor No: Total Complete and Stored to Application Stored to (D+E+F)  Name: Wind Crest RB 2.1 Highlands Ranch CO  Application No: 2  Application No: 2  Period To: 11/30/2008  Total Complete and Stored to Application Dor E) (D+E+F)  Name: Wind Crest RB 2.1 Highlands Ranch CO  Application No: 2  Application No: 2  Period To: 11/30/2008  Vendor No: Total Complete and Stored to Application Dor E) (D+E+F)  Name: Wind Crest RB 2.1 Highlands Ranch CO  Application No: 2  Application No: 1/1/2008  Period To: 11/30/2008  Vendor No: H  Vendor No: H  Nork Complete and Stored to Application Dor E) (D+E+F)  Application No: 1/1/2008		(0.0)	100%	117 250 00	0.00	23,333.00	93,917.00	117,250.00	erailing	
tractor : Regional Construction Resources, Inc.  Application No: 2  Application Date: 10/7/2008  Application Date: 10/7/2008  Period From: 1/1/2008  Period To: 11/30/2008  Total Complete and Stored to and Stored to Balance t		(5.5)		(D+E+F)	(not in D or E)	this Period	(D+E)		245	
Tractor : Regional Construction Resources, Inc.  Name: Wind Crest RB 2.1 Highlands Ranch CO  B C D E F G Total Complete  PAGE 1 OF 1 PAGES  Application No: 2  Period From: 1/1/2008  Period From: 1/1/2008  Period To: 1/1/2008  Period Ro: 1/1/2008  Period From: 1/1/2008  Period To: 1/1/2008  F O H H Description of Work Scheduled Value Previous Work in Stored and Stored to Balance to B		Finish	%	Date	Materials	Place	Applications			
Name: Wind Crest RB 2.1 Highlands Ranch CO  B C C C C C C C C C C C C C C C C C	Retainan	Balance to		and Stored to	Stored	Work in	Previous	ocnequied Value	Ceach page of Mouse	
PAGE 1 OF 1 PAGES  PAGE 1 OF 1 PAGES  Application No: 2  Application Date: 10/7/2008  Period From: 1/1/2008  Period To: 11/30/2008  Job No: Vendor No: G  PAGE 1 OF 1 PAGES  Application Date: 10/7/2008  Period To: 11/30/2008  Vendor No: G				Total Complete		k Complete	Wor		Description of Work	tem No
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Application No: Application No: Application Dat Application Dat Period From: Period To: Job No:				Vendor No:				C	B	A
Application No: Application No: Application Dat  Wind Crest RB 2.1 Highlands Ranch CO Period From: Period To:				Job No:						
Application No: Application No: Application Dat  Wind Crest RB 2.1 Highlands Ranch CO Period From:			11/30/2008	Period To:						,
Regional Construction Resources, Inc.  Application No: Application Dat			1/1/2008	Period From:						`
Application No:			10/7/2008	Application Date:				Highlands Ranch CO		Project Nan
			2	Application No:				Resources, Inc.		
		GES	3E 1 OF 1 PAG	PAC				Dosouros las	tor : Regional Construction	Subcontrac

# "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:	2	
	,	PERIOD TO:	11/30/2008	<del></del>
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		\$	
8.	Payment Due this Period (Line 6-7)		\$ 23,333.00 INCL 3%	6 SALES TAX
			_	
SUBCON	TRACTORS AFFIDAVIT & RELEAS	E OF LIEN:		
The under accordance material for	e with the Contract Documents; (ii) that it r which Erickson Construction has paid pr	revious requests for payment	c. (iii) that the attrount of this invoice	s is due.
material fo	CTOR: By: (Officer, General Pa	urtner, or Owner)		1/7/08
material fo	CTOR: By:	urtner, or Owner) ent osts which are included as pa	Date: 1  Int of the Original Contract amount asse provide a list of any outstanding	1/7/08  or for which a g claims for
material fo	CTOR: By:  (Officer, General Pa Sergio Luciani, Preside Payment will be made for only those concludes Change Order has been issued by Erick	urtner, or Owner) ent osts which are included as pa	Date: 1	1/7/08  or for which a g claims for
material fo	CTOR: By:  (Officer, General Pa Sergio Luciani, Preside Payment will be made for only those concludes Change Order has been issued by Erick	urtner, or Owner) ent osts which are included as pa	Date: 1  Int of the Original Contract amount asse provide a list of any outstanding	1/7/08  or for which a g claims for
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material fo	CTOR: By:  (Officer, General Pa Sergio Luciani, Preside Payment will be made for only those concludes Change Order has been issued by Erick	urtner, or Owner) ent osts which are included as pa	Date: 1  Int of the Original Contract amount asse provide a list of any outstanding to BE COMPLETED BY PRETAINAGE RELEASE PROGRESS BILLING RETAINAGE HELD TOTAL AMOUNT DUE PROJECT NUMBER	1/7/08  or for which a g claims for  OJECT MANAGER  554-RB-2.1
material fo	CTOR: By:  (Officer, General Pa Sergio Luciani, Preside 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 osts which are included as pa	Date: 1  Int of the Original Contract amount asse provide a list of any outstanding to be completed by PR  RETAINAGE RELEASE  PROGRESS BILLING  RETAINAGE HELD  TOTAL AMOUNT DUE  PROJECT NUMBER  COST CODE	1/7/08  or for which a g claims for  OJECT MANAGER  554-RB-2.1
material for CONTRA Note:  NOTES:	CTOR: By:  (Officer, General Pa Sergio Luciani, Preside Payment will be made for only those concluded Change Order has been issued by Erick additional costs or pending extras.	urtner, or Owner) ent osts which are included as pa	Date: 1  Int of the Original Contract amount asse 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	1/7/08  or for which a g claims for  OJECT MANAGER  554-RB-2.1
material for CONTRA Note:  NOTES:	CTOR: By:  (Officer, General Pa Sergio Luciani, President Payment will be made for only those concluded Change Order has been issued by Erick additional costs or pending extras.)  (AL PAYMENT COMPLETED YES NO YES	urtner, or Owner) ent osts which are included as pa	Date: 1  Int of the Original Contract amount asse 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	or for which a g claims for  OJECT MANAGER  554-RB-2.1 48400-05-1000
Material for CONTRA  Note:  NOTES:  FIN UNCH LIST 'ARRANTY O' TTIC STOCK &M (CLOSE	CTOR: By:  (Officer, General Pa Sergio Luciani, Preside Payment will be made for only those concluded Change Order has been issued by Erick additional costs or pending extras.  (AL PAYMENT COMPLETED YES NO YES YES NO YE	urtner, or Owner) ent osts which are included as pa	Date: 1  Int of the Original Contract amount asse provide a list of any outstanding to BE COMPLETED BY PRESENTATION OF TOTAL AMOUNT DUE PROJECT NUMBER COST CODE APPROVED BY APPROVED DATE	or for which a g claims for  OJECT MANAGER  554-RB-2.1 48400-05-1000

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:  \$ 1,331,460.00 \$ \$1,331,460.00 \$ \$1,77,250.00 \$ \$177,250.00 \$ \$177,250.00 \$ \$177,250.00 \$ \$177,250.00 \$ \$177,250.00 \$ \$1,153,917.00 \$ \$23,333.00 \$ Contract Balance: \$ \$1,154,210.00  (Title Insurer) (Lender) (Owner) (Contractor)	INCL. 3% SALES TAX
The UNDERSIGNED being duly sworn states that	t he is the President (title)	
of Regional Construction Resources, Inc. (firm) wh	no has a contract with <u>Erickson Construction L.L.C.</u>	
for furnishing Structural and Miscellaneous Steel and		
real estate known and identified as Wind Crest RB 2  County, State of CO and owned by		
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 accourant furnished prior to	n of the sum of TWENTY THREE THOUSAND THREE in payment of invoice or application dated 11-7-2008 mentioned property and improvements thereon, and on mount of labor or services, materials, fixtures or apparatus hereiton stated above.  The contract status set forth above is an accurate statement, and suppliers employed by him have been paid all sum that none of such labors, subcontractors or suppliers is or described real estate or the improvements thereon for laboron request, the undersigned shall list the name of each or the status in CTI form E-3926. Contractors and Subservers.	ment and no ns previously will be or or materials
Signed this 7 th day of NOVEMBER 2008	Regional Construction Resources, Inc. Contractor/Supplier/Subcontractor  By: Sergiq Lucial i, President	<del>-</del> ;
signed and sworn to before me this 7th day of NOVEM	BER 2008.	
My commission Expires: 6-16-2011 Page 1 of 1	Stacy A. Lewcun, Notary Public	A LEWCOMMINISTRATION OF THE PUBLIC OF THE PU
· age i of a	EC Sub:	STATE OF TEXTS.  EXPIRES.  6-16-2011

alication is made for payment, as shown below, in connection with the Contract. attinuation Sheet, AIA Document G703, is attached.	CONTRACTOR'S APPLICATION FOR PAYMENT	CONTRACT FOR: Structural Steel	5600 Northwest Central Drive, Ste. 100 Houston, TX 77092	Regional Construction Resources	FROM CONTRACTOR: VIA ARCHITECT:	Baltimore, MD 21228	703 Maiden Choice Lane PROJECT:	TO OWNER: ERICKSON Construction 11 C	APPLICATION AND CERTIFICATION FOR BAYMENT
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		CONTRACT DATE:	PROJECT No:		PERIOD TO: 11/30/08	Windcrest RB 2.1	APPLICATION No:	AIA DC	
ontractor's knowledge, for Payment has been completed					08CONTRACTOR	ARCHITECT	2 Distribution to:	PAGE 1 OF 1 PAGES	

'n		4.	w	2	=	
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	1. ORIGINAL CONTRACT SUM	
		- 1	\$1,331,4	ł	1,331,460.00	

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

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

(Line 4 Less Line 5 Total)	6. TOTAL EARNED LESS RETAINAGE	Total in Column I of G703)
	\$177,250.00	\$0.00

7. LESS PREVIOUS CERTIFICATES FOR

PAYMENT (Line 6 from prior Certificate) ..... (\$153,917.00)

(Line 3 less Line 6)	CLUDING RETAINAGE	CURRENT PAYMENT DUE INCLUDES 3% SALES TAX
	\$1,154,210.00	\$23,333.00

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

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

CONTRACTOR: Date:

Sergio Luciani, President

My Commission expires:

Notary Publica Subscribed and sw State or:

> County of: \_day of

November William

of the Work is in accordance with the Contract Documents, and the Collage payment of the AMOUNT CERTIFIED. Architect's knowledge, information and belief the Work has progressed as comprising the application, the Architect certifies to the Owner that to the ARCHITECT'S CERTIFICATE FOR PA 

AMOUNT CERTIFIED . . . .

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 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:

<i>1</i> .	Original Contract Sum	S	1,331,460.00
<i>2</i> .	Change Order #1	\$	0.00
<i>3.</i>	Contract Sum to Date	\$	1,331,460.00
<b>4.</b> 5.	Total Completion to Date	\$	153,917.00
<i>6.</i>	Less Previous Invoices	\$	0.00
<i>0.</i>	Current Amount Due Incl 3% Sales Tax	\$	153,917.00

Current Amount Due This Invoice	\$ 153,917.00

Balance to finish

\$ 1,177,543.00

THANK YOU FOR THIS NICE ORDER.

0.0	1,177,543.00	11.56%	193,817.00	0.00					1
0.0	0.00	0%	0.00	0.00	153.917.00	0.00	1,331,460.00		TOTAL
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0.1	0.00	0%	0.00	0.00	0.00	0.00	0.00		17
0.1	0.00	0%	0.00	0.00	0.00	00.00	0.00		16
0.0	0.00	0%	0.00	0.00	0.00	0.00	0.00		15
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e	00.012,166	20/6	0.00	00.0		0.00	163,000.00	Miscellaneous	4
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,	0.00	100%	60.000.00	0.00	60,000.00	0.00	60,000.00	Anchor boits and Embeds	2 1
	23 333 00	80%	93,917.00	0.00	93,917.00	0.00	117,250.00	Anaha-Baika	3 -
	(C-G)		(D+E+F)	(not in D or E)	this Period	(D+F)		Detailing	3
ú	Finish	%	Date		Place	Applications			
Retainage	Balance to		and Stored to	Stored	Work in	Previous	ocnequied Value	Description of Work	
			Total Complete		l O	Work			TO NO
	Ξ		G	т	E	c	c		
			Vendor No:					2	A
	u		Job No:						•
		10/25/2008	Period To:						
		9/1/2008	Period From:				Control Control Co		
		10/16/2008	Application Date:						Project Name:
		1	Application No:				Resources, Inc.	Subscribination: Regional Construction Resources, Inc	00000111
	GES	PAGE 1 OF 1 PAGES	PAG				1010	ictor: Bogional Const	Subcontra
							11100	SUBCONTRACT SCHEDULE OF VALUES	SUBC

#### "EXHIBIT "E"

# CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

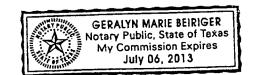
STATE OF: TEXAS  COUNTY OF: HARRIS  TO:	Original Contract Amount: Approved Change Orders: Adjusted Contract Amount Complete to Date: Retention: Total Eamed (Less Retention) Previous Payments: Current Payment: Contract Balance:  (Title Insurer) (Lender) (Owner) (Contractor)	\$ \$1,331,460.00 \$ \$0.00 \$ \$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) wh for furnishing Structural and Miscellaneous Steel and real estate known and identified as Wind Crest RB 2	t he is the President (title) no has a contract with <u>Erickson C</u> 1 <u>Erection</u> for the improvements be		
The UNDERSIGNED for and in consideration HUNDRED SEVENTEEN DOLLARS \$153,917.00) in and other good and claims of right of lien on the aforet or other consideration due or to become due on accour furnished prior to	n of the sum of ONE HUNDRED in payment of invoice or application mentioned property and improvenunt of labor or services, materials, intion stated above.  That the contract status set forth abors, and suppliers employed by hir that none of such labors, subcontinuous described real estate or the impropon request, the undersigned shall ent status in CTI form E-3926.	nents thereon, and on mon fixtures or apparatus heret dove is an accurate statement in have been paid all sums ractors or suppliers is or with povements thereon for labor	ies ofore ent and no previously Il be or materials
Signed this 16 th day of OCTOBER 2008	Regional Construction Contractor/Supplier/S  By:  Sergio Lucialii, Presi	Subcontractor	AMMININI
signed and sworn to before me this 16th day of OCTO  My commission Expires: 6-16-2011	Stacy A. Lewcun	Notary Public	ARY POOR CONTINUE OF TEXAS
Page 1 of 1		Sub:	Williamin.

# "EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

TO:	ERICKSON Construction, L.L.C. 703 Maiden Choice Lane	DATE: Octobe	er 16, 2008	
	Baltimore, MD 21228	PROJECT: 554-RB-2	`1	
FROM:	Regional Construction Resources, Inc.	Job:	<b>''</b>	
110111.	regional construction resources, inc.	APPLICANT NO: PERIOD TO:	1 10/25/2008	
-			10/23/2000	
l.	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		\$ 153,917.00	
5.	Less Retainage (1	<u>0</u> %)	\$0.00	
6.	Total Earned to Date Retainage (Line	4-5)	\$153,917.00 INCL 3%	6 SALES TAX
7.	Less Previous Requisitions		\$0.00	
8.	Payment Due this Period (Line 6-7)		\$ 153,917.00	
SUPPOS				
	TRACTORS AFFIDAVIT & RELEASI			
	rsigned Subcontractor certifies: (i) that the voce with the Contract Documents; (ii) that it her which Erickson Construction has paid as			
material fo	or which Erickson Construction has paid pre	evious requests for payme	ent: (iii) that the amount of this invoice	is due.
		/ )		
CONTRA	ACTOR: By:	Wi-		
	(Officer, General Par	rtner, or Owner)	Date:10/	16/08
·	Sergio Luciani, Preside			
Note:	Payment will be made for only those co	sts which are included as	mont of the Other 1 of	•
	Change Order has been issued by Ericks additional costs or pending extras.	son Construction L.L.C. P	part of the Original Contract amount of lease provide a list of any outstanding	or for which a claims for
	additional costs of pending extras.		TO BE COMPLETED BY PRO	
NOTES:			į .	SUBCT MANAGER
		•	RETAINAGE RELEASE	
		<i>,</i>	PROGRESS BILLING	
			RETAINAGE HELD TOTAL AMOUNT DUE	
			PROJECT NUMBER	FFA DD 2.1
			COST CODE	554-RB-2.1
			APPROVED BY	48400-05-1000
			APPROVED DATE	
	NAL PAYMENT  COMPLETEDYESNO			
/ARRANTY	COMPLETED YES NO		FOR ACCOUNTING	USE ONLY
	C DELIVEREDYESNOYESNOYESNO		DATE RECEIVED	
HANGE OR	DERS COMPLETED YES NO		REVIEWED BY	
			<del></del>	

EC\_\_\_\_\_ Sub: \_\_\_\_

NET CHANGES by Change Order	IOTALS	Total approved this Month	Total changes approved in previous months by Owner		9. BALANCE TO FINISH, INCLUDING RETAINAGE			Total in Column I of G703)	(Colu	aof Completed Work	5. RETAINAGE:			Similiation Since, ALA Document G/03, is attached.	Application is made for payment, as shown below, in connection with the Contract.	CONTRACTOR'S APPLICATION FOR PAYMENT	CONTRACT FOR: Structural Steel	5600 Northwest Central Drive, Ste. 100	FROM CONTRACTOR:	Baltimore, MD 21228	703 Maiden Choice Lane	APPLICATION AND CERTIFICATION FOR PAYMENT
\$0.00	\$0.00	\$0.00	$\neg \vdash$					:		\$0.00					ction with the Con	FOR PAY		8	/  <b>/</b>	, , , , , , , , , , , , , , , , , , ,	gg	TION FOR
	\$0.00	\$0.00	DEDUCTIONS		\$153,917.00 \$1,177,543.00	<b>\$</b> 0.00	\$153,917.00	<b>3</b> 0 00				\$1,331,460.00 153,917.00	1,331,460.00 \$0.00		tract.	MENT			VIA ARCHITECT:	r KOJEC I:	OTECT.	PAYMEN
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 colored.	ARCHITECT:	(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are charged to	AMOUNT CERTIFIED\$	payment of the AMOUNT CERTIFIED.	Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the	In accordance with the Contract Documents, based on on-site observations and the data	ARCHITECT'S OF DETICION TO STORE TO STO	They lucy	CAS County of WHARUS COUNTY OF THE PROPERTY OF	Serpio Luciani President	NTRACTOR:	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 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 is	CONTRACT DATE:	TACCEC NO:		PERIOD TO: 10/25/08 CONTRACTOR		APPLICATION No: 1 Distribution to:	AIA DOCUMENT G702



#### PARTIAL LIEN WAIVER

STATE	OF	Colo	rado
-------	----	------	------

55

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 RB2.1 of which Littleton Campus, LLC is the owner.

THE undersigned, for and in consideration of One Hundred Eleven Thousand Two Hundred Elght Nine And 20/100 Dollars 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.

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, the title of officer signing waiver should

be set forth; if waiver is for a partnership, the partnership name should sign and designate him/herself as a partner.

COMPANY: REGIONAL CONSTRUCTION RESOURCES, INC.

My Commission Expires July 06, 2013

00108

## WELL	CON	TRACTOR'S AF	FIDAVIT	_	<del></del>	ļ
TO WHOM IT MAY CONCERN:		D				
THE undersigned, being duly s	worn, deposes and say	ys that he is	sident	of the	•	
REGIONAL CONSTRUCTION RESO	URCES, INC. who is	the contractor for the	Structural Steel Mate	rīals work on the bui	illing located at	
Wordcust RBD. IL ow	ned by <u>Littleton Can</u>	mus LLC				
That the total amount of the contract inclu-	ting ertoe is \$1.352.3	۰ مار در المارس				1
waivers are true, correct and genuine and o	clivered unconditions	ally and that there is no	claim wither level or a	61.077.910.30 prior to	his payment. That all	
True and roughtwif are air trailies of All Dall	ues who have turnishe	of material or labor or	both for said work an	d all madine busins a		
Al hoveons or said work OL TOL ME	icenal entenne into the	t Construction thereof a	nd the amount due or:	to become due to ese	b. and that the items	]
mentioned include all labor and material re	quired to complete sa	id work according to pl	lans and specifications	:		
						<u> </u>
NAME	WHAT FOR	CONTRACT	AMOUNT PAUD	THIS	BALANCE	7 . [
	<u> </u>	PRICE		PAYMENT	WILLIAM TO THE TOTAL TO THE TOTAL TO	]
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					<del>                                     </del>	[
						1
				<del></del>		{
TOTAL ALL LABOR AND MATERIAL	TO COMPLETE				<b>———</b>	
That the same of t				· · · · · · · · · · · · · · · · · · ·		,
That there are no other contracts for said we	ork Outstanding, and th	at there is nothing due	or to become due to a	ny person for materia	I, labor or other work of	r l
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				GERALYN MA	RIE BEIRIGER	<b>l</b> .



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 : 031000053

Sending Bank 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): 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			1	Attn: Una	Mahon.
TO WHOM IT MAY CONCERN: WHEREAS the undersigned has been WCD RB21 of which Littleton Camp	employed by Erickso	on Construction, LLC	to furnish	fo	or the premises known as
THE undersigned, for and in considerate consideration, the receipt of which is he or right to, lien, under the statutes of the improvements thereon, and on the mate due from the Owner, on account of laborate above-described premises.  DATED: May 4, 2009	State of Colorado, rel	o(es), to the fullest external to mechanics' lies or machinery furnishes tures, apparatus or ma	nt permitted by law, he	creby waive and relead on said above-describ ands or other conside aished, to this date or	ped premises, and the
SIGNATURE AND TITLE:  NOTE: All waivers must be for the full be set forth; if waiver is for a partnership	amount paid. If waive	ADDR	ESS: <u>5600</u> ut Hou	N.W. (	entral #100 72 fficer signing waiver should
TO WHOM IT MAY CONCERN THE undersigned, being duly REGIONAL CONSTRUCTION who i  That the total amount of the contract inch waivers are true, correct and genuine and That the following are the names of all pa for specific portions of said work or for m mentioned include all labor and material i	sworn, deposes and sa s the contractor for the wned by <u>Littleton Can</u> uding extras is <u>\$1,352</u> , delivered unconditionarties who have furnish	200.00 on which he had ally and that there is not ed material or labor, or	received payment of sclaim either legal or elboth, for said work an	5727,910.80 prior to quitable to defeat the dall parties having c	this payment. That all validity of said waivers.
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Signed this 5 day of May	,20 <u>0</u> 9	Signature	::_S^	~·· ~	
Signed and sworn to before me this 5	_day of <u>Mal</u>	,20 <u>0</u> 5		(	
Signature: (Imy E (	lim				
	8		AMY E CURP		<del></del>

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

POSTED Sals you Report

Erickson Construction, LLC

Contract Job Number

95257 00501

554RB21 WCD Residential Building 2.1 CHECK NO. 71421

Contract Amount				VVOICE AMOUNT	RETAINAGE	PAYMENT
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CHECK 5/4/2009 DATE 5/4/2009	CHECK NUMBER	71421				100,000.00

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

PNC Bank PO Box 324 Baltimore, MD

5/4/2009

AMOUNT 100,000.00

HUNDRED THOUSAND AND 00/100\*

THE

REGIONAL CONSTRUCTION

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

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

STATE OF Colorado

SS				Attn:	1090 21090
COUNTY OF Douglas County			•	A CHILLIA	
TO WHOM IT MAY CONCERN				$\mathcal{L}$	4 34109
WHEREAS the undersigned has bee WCD RB21 of which Littleton Camp	n employed by <u>Ericksor</u> ous. LLC is the owner	1 Construction, LLC	to furnish	f	or the premises known as
THE undersigned, for and in considera (\$287.451.00) and other a	tion of <u>Two Hundred I</u>	Cighty-Seven Thousa	nd Four Hundred Fift	v-One And NO/100	Dollars
, and outer g	oou and vaniable consid	CONTON the receipt of	which is beach	1 1 1 1 / 1 .	<b>a</b>
and on said above-described premises, funds or other considerations, due or to furnished, to this date only by the und	Decome and Hour ms (	WHEE ON ACCOUNT AT I	ienal, fixtures, apparan	s or machinery furn	ished, and on the money,
furnished, to this date only, by the unde	ersigned for the above-de	escribed premises.	abor services, material,	uxtures, apparatus o	r machinery, heretofore
DATED: February 20, 2009					
2007 daily 20, 2009			PANY: <u>REGIONAL C</u> RESS:	ONSTRUCTION-	
SIGNATURE AND TITLE:			~~	alp) William	Walland
NOTE: All waivers must be for the ful be set forth; if waiver is for a partnership	l amount paid. If waiver	is for a corporation,	corporate name should	be used, the title of	fficer signing waiver should
be set forth; if waiver is for a partnershi	p, the partnership name	should sign and desig	nate him/herself as a pa	rtner.	and the same of th
	CON	TD A CTORIS A	EDIYO A YYYOO		
TO WHOM IT MAY CONCERN	<u>con</u> !:	TRACTOR'S A	FFIDAVIT		
THE undersigned, being dul-	y sworn, deposes and say	vs that he is	i Des L	of sh-	
REGIONAL CONSTRUCTION who	is the contractor for the			of the on the building loca	ted at
	wned by <u>Littleton Can</u>	pus, LLC			a a
That the total amount of the contract in-					
That the total amount of the contract inc waivers are true, correct and genuine and	luding extras is \$1,331,4	60.00 on which he ha	s received payment of	<u>177,250.00</u> prior to	this payment. That all
waivers are true, correct and genuine and That the following are the names of all p for specific portions of said work or for					
					contracts or subcontracts
mentioned include all labor and material	required to complete sa	id work according to	plans and specifications	:	-i, and that are norms
NAME	<del></del>	CONTRACT	<del></del>	- Trees	
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That there are no other contracts for said any kind or to be done upon or in connects	work outstanding, and th	at there is nothing du	e or to become due to a	ny person for materi	al labor or other work of
any kind or to be done upon or in connect	ion with said work other	than above stated.			)
Signed this day of HUYUU	.20109	Signatu	re:	~ <u>`</u> \	
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Signed and swom to before me this	day of flywar	12000	un.		
s:		William STACE	A. LEWING		
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Erickson Construction, LLC
Contract 95257 00501

Job Number 554RB21 WCD Residential Building 2.1

CHECK NO. 70342

	DATE 2/20/2009						Contract Balance	Completed This Period	Completed Prior Per	Contract Amount
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REGIONAL CONSTRUCTION RESOURCES INC 5600 NW CENTRAL SUITE 100 ATTN RICHARD SCANDRETT HOUSTON TX 77092	N THOUSA			9.24
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PARTIAL LIEN WAIVER

Erickson Construction Finance 991 Corporate Boulevard Linthicum, MD 21090

STATE OF Colorado			$\int \int A$		му (1090) фиг. MD 51090	
SS - COUNTY OF Douglas County				hu.	The second	_
Douglas County				vy	47109	
TO WHOM IT MAY CONCERN:			<i>^</i>	_		
WHEREAS the undersigned has been o	mployed by Erickson	n Construction, LLC	to furnish Free	_ · fo	r the premises known as	
WCD RB21 of which Littleton Campus	s, LLC is the owner.				promises known as	
THE undersigned for and in consideration	on of Townstor Thomas	M1 1001 15			•	
THE undersigned, for and in consideration (\$23,333.00), and other good	and valuable conside	ration the receipt of w	dred Thirty-Three And	d NO/100 Dollars	fullant autant namitted by	
law, hereby waive and release and all lier	n or claim of, or right	to, lien, under the state	ites of the State of Color	rado, relating to mec	hanics' liens, with respect t	_
and on said above-described premises, an	nd the improvements t	thereon, and on the ma-	terial, fixtures, apparatus	s or machinery furni	shed, and on the money	•
funds or other considerations, due or to be	ecome due from the C	Owner, on account of la	abor services, material, f	īxtures, apparatus or	r machinery, heretofore	
furnished, to this date only, by the unders	igned for the above-d	lescribed premises.			• .	
DATED: December 20, 2008		COM	PANÝ: <u>REGIONAL C</u>	ONSTRUCTION		
	= ,	, ,	ESS:			
SIGNATURE AND TITLE:	<u> </u>	<u> </u>	1111	land		
NOTE: All waivers must be for the full a	mount paid. If waive	r is for a corporation,	corporate name should b	e used, the title of o	fficer signing waiver should	1
be set forth; if waiver is for a partnership,	the partnership name	should sign and desig	nate him/herself as a par	rtner.		
	CON	TRACTOR'S A	FEIDAVIT		<del>,</del>	
TO WHOM IT MAY CONCERN:		()	A A			
THE undersigned, being duly s	sworn, deposes and sr	eys that he is	Wart	of the		
REGIONAL CONSTRUCTION who is	the contractor for the		work	on the building locat	ted at	
OW	vned by <u>Littleton Car</u>	mpus, LLC				
That the total amount of the contract inclu-	di	460.00 1:11				
That the total amount of the contract inclu waivers are true, correct and genuine and of	delivered uncondition	<u>40v.uu</u> on walca ae na Sally and that there is n	is received payment of 3	153,917.00 prior to	this payment. That all	
That the following are the names of all par	rties who have furnish	ned material or labor of	o claim eluier legal or e ir hoth, for said work an	quitable to beteat the d all parties baving a	contracts or subcontracts	
for specific portions of said work or for ma	aterial entering into th	he construction thereof	and the amount due or	to become due to eac	ch, and that the items	
mentioned include all labor and material re	equired to complete s	aid work according to	plans and specifications	:	•	
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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 materi	ial, labor or other work of	
any kind or to be done upon or in connection	on with said work oth	er than above stated.				
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Signed this day of Junuar	20 09	Signatu				
	<i>y</i> ,20 <u>v</u> ,	a Signati	ite:	2		
Signed and sworn to before me this	day of Jenu	20	04		William Control	
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#### PARTIAL LIEN WAIVER

Please Return To:
Erickson Construction Finance
991 Corporate Boulevard
Linthiaum AD 21000

STATE OF Colorad	STA	ATE	OF Co	Iorad	o
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577772 57 50101445			,	Linthicum,	MD 21090	
SS COUNTY OF Douglas County	·		Attn: v	Jina M	ahou	
occinit of Douglas county					100.0	
TO WHOM IT MAY CONCERN:			s 1	0.		
WHEREAS the undersigned has been of	employed by Frickso	n Construction IIC	o Sumich Anuah	in Dital	or the premises known a	
WCD RB21 of which Littleton Campu	s. LLC is the owner.	a construction, EEC	to tuting 2	vac out	ir ine premises known a	ıS
THE undersigned for and in accident						
THE undersigned, for and in consideration (\$153,917.00), and other good	on or <u>One Hundred r</u>	leration the receipt of	Nine Hundred Sevent	een And NO/100 D	ollars	
law, hereby waive and release and all lie	n or claim of, or right	to, lien, under the state	tes of the State of Color	rado, relating to med	banics' liens with reco	XI by
and on said above-described premises, ar	nd the improvements t	thereon, and on the ma	erial, fixtures, apparatus	s or machinery furni	shed, and on the money	v.
funds or other considerations, due or to b	ecome due from the C	Owner, on account of la	bor services, material, f	fixtures, apparatus o	r machinery, heretofore	;
furnished, to this date only, by the unders	igned for the above-d	lescribed premises.				
DATED: December 2, 2008		COM	ANV. Bosional Const			
	_ /_	ADDR	'ANY: <u>Regional Const</u> ESS:	ruction Resources	inc.	
SIGNATURE AND TITLE:	>u~ h		.50	DOW LUILON	M. Prisiclas	+
NOTE: All waivers must be for the full a	ımoult paid. If waive	er is for a corporation,	corporate name should b	e used, the title of o	fficer signing waiver sl	noul
be set forth; if waiver is for a partnership	, the partnership name	should sign and desig	nate him/herself as a par	rtner.		
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TO WHOM IT MAY CONCERN:		NTRACTOR'S A	FFIDAVII			
THE undersigned, being duly		avs that he is $\mathcal{H}$	sidert	- of the		
Regional Construction Resources Inc.	who is the contractor	for the		work on the building	located at	
ov	vned by <u>Littleton Ca</u>	mpus, LLC		(	<b>,</b>	•
That the total amount of the contract inclusives	iding extras is \$1,331	.460.00 on which he ha	s received payment of	<u>60.00</u> prior to this pa	yment. That all waive	rs
are true, correct and genuine and delivered following are the names of all parties who	have furnished mate	rial or labor or both for	either legal or equitable	to defeat the validit	y of said waivers. That	the
portions of said work or for material enter	ing into the construct	ion thereof and the am	ount due or to become d	ue to each, and that	the items mentioned	CINC
include all labor and material required to	complete said work at	cording to plans and s	ecifications:			
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$F \supset 1$	- 00	×		WHILE STACE	ALENIA	
Signed this 5 day of December 1	<u>xe7</u> ,20 <u>U</u> }	Signan	re:	: WILL HOLA	RYPICE	
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Signature:				A RES	illi	



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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Contract

95257 00501

lob Number

WCD Residential Building 2.1 554RB21

CHECK NO. 71240

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

PNC Bank PO Box 324 Baltimore, MD

21203-0324

4/8/2009

AMOUNT 131,604.90

IE 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

"ODO71240" 1:0540000301: 5501360699"

#### 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 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 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: \$105,551.00, 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 swom, 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** 

Sondra Printed Name of Notary

My Commission Expires:

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
 \$474,457.00

 Invoiced
 \$471,737.00

 Paid to date
 \$331,000.00

Balance outstanding \$140,737.00



#### **MATERIALS CONTRACT**



EC: 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)

0.00%

#### 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

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.
- 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, 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 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.

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.
- 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: ////0/08	CONTRACTOR: ERICKSON CONSTRUCTION, LLC.
DATE:	BY: David Tague TITLE: Vice President of Construction
10-23-08	SUPPLIER: Regional Construction Resources Inc.
DATE:	BY: Sergio Luciani

TITLE:

President

# EXHIBIT "A" Contract Documents

<b>Drawing Number</b>	<b>Description</b>		Date
00.00	Cover Sheet		06/12/2008
00.01	Code Review	·	06/12/2008
00.03	Parking Allocatio	n Plan	06/12/2008
00.04	Building Floor El	evations & Links/Bridges	06/12/2008
00.05	ADA Accessibilty		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 Lege	nd, 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, E	levations, & Details	06/12/2008
30.06	First Floor Buildon	ut Plan - For Reference Only	06/12/2008
30.07	Enlarged auditoriu	_	06/12/2008
30.08	Auditorium Slab R	Recess Plan	06/12/2008
30.11	First Floor Dimens	sioning Plan	06/12/2008
30.12	Second Floor Dim	ensioning Plan	06/12/2008
31.01	<b>Exterior Elevation</b>		06/12/2008
31.02	<b>Exterior Elevation</b>		06/12/2008
32.01	<b>Building Sections</b>		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	-	06/12/2008
33.09C	Link To RB 2 - For	Reference Only	06/12/2008

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22.10		Cost Code: 554CB20 - 48400-0510
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
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45.04		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 <sup>-</sup>
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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70.004	· · · · · · · · · · · · · · · · · · ·	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
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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.
- 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 20<sup>th</sup> of the month for payment by the 20<sup>th</sup> of the following month.

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- 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: \_\_\_\_\_ \$ub:

# EXHIBIT "C" Sales Tax Form

Subcontractor / Supplier Name:	Regional Construction Resources, Inc.
Address: 5600 NW Central, Suite 100, Houston, TX, 77092	
Job No. 554CB20	
Purchase Order Number: 1	
Is licensed to do business in the State of	of CO, sales tax registration number is 48-46379-0003
	ems in the Purchase Order to the State of CO on a timely reporting basis.
Signed:	Date: 10/30/08
Signed: Signed: Title: president	10100
•	
	*******OR_****
Is not licensed to do business in the Stat	te of CO and will not include sales tax on any invoices.
Signed:	Date:

Title:

EC: Sub:

# 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.

#### EXHIBIT "D"

#### APPLICATION AND CERTIFICATE FOR PAYMENT

TO:	ERICKSON CONST	Lane	DATE:	·
	Baltimore, MD 2122	8	PROJECT NO.: JOB:	554CB20 Neighborhood 2 Community Building
FROM:	Regional Construction	n Resources, Inc.	APPLICANT NO.: PERIOD TO:	
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 I	Date	<u> </u>	
5. Less Re	tainage ( %)		<u>s</u>	
6. Total Earned to Date Less Retainage (Line 4-5)		\$		
7. Less Previous Requisitions 8. Payment Due This Period (Line 6-7)			\$	
			<u>\$</u>	
Note: Pa	ayment will be made for	only those costs which a sued by Erickson Constru	ner)  re included as part of the Origin action 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	
	EINIAE DAVIACNIE	· · · · · · · · · · · · · · · · · · ·	APPROVED DATE	
	FINAL PAYMENT COMPLETED	☐ YES ☐ NO	FOR ACCOUN	TING USE ONLY
ITIC STOCK	COMPLETED C DELIVERED OUT BOOK -DEL)	☐ YES ☐ NO ☐ YES ☐ NO	DATE RECEIVED	TANG GOD GIVE!
	DERS COMPLETED	☐ YES ☐ NO ☐ YES ☐ NO	REVIEWED BY	

EC: Sub:

# 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

STATE OF COLOR	ADO)				
COUNTY OF DOUG	GLAS)	) SS			
To Whom It May Cor	ncern:				
WHEREAS the under	signed has been employe	ed by	to firm	iah	
as	of which	ed by	is the Owner,	1511	for the premises know
statutes of the State of material, fixtures, applabor services, material	Colorado, relating to me aratus or machinery furrall, fixtures, apparatus or	fullest extent permitted by law chanics' liens, with respect to a nished, and on the money, fund machinery, heretofore furnished COMPANY:ADDRESS:	y, nereby waive and release nd on said above-described sor other considerations, ded, to this date only, by the	e and all lien or claim of, o I premises, and the improve ue or to become due from t undersigned for the above	r right to, lien, under the ments thereon, and on th
SIGNATURE AND T	ITLE:	ADDRESS:			
be set forth; if waiver i		paid. If a wavier is for a corpor partnership name should sign a	nd designate him/herself a	s a partner.	
	C	CONTRACTOR'S AFFIDAVI	Τ		
To Whom It May Conc	em:				
TT					
THE undersigned, being who is the contractor	g duly sworn, deposes an	nd says that he is work on the	of the		(name of company)
	. 101 tile	work on the	building located at _		owned by
contracts or subcontract	s for specific portions of	and genuine and delivered un the names of all parties who has said work or for material enterind and material required to comple	ave lumished material or	abor, or both, for said wor	prior to equitable to defeat the k and all parties having to become due to each,
NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE
<u></u>					
					<del> </del>
	<u> </u>		<del></del>		
OTAL LABOR AND	MATERIAL TO CO.				
OTAL LABOR AND	MATERIAL TO COM	MPLETE		···	
hat there are no other connected or to be done upon o	ntracts for said work out or in connection with sai	standing, and that there is nothing work other than above stated	ng due or to become due to l.	any person for material, lab	or or other work of any
gned this	day of	, 200 Signature:		<del>-</del>	
bscribed and sworn to	before me this	day of	, 200		
gnature:	<u> </u>				
					<del></del>

#### **EXHIBIT "F"**

#### Final Lien Waiver

COUNTY OF DOUGL To Whom It May Conce	A \$\)	) S <b>S</b>			
To Whom It May Conce	As)	/33			
,	em:				
WHEREAS the undersignas	gned has been employ of which	ed by	to furn	ish	_ for the premises know
THE undersigned, for an which is hereby acknowl mechanics' liens, with refurnished, and on the mo	nd in consideration of edged, do(es) hereby espect to and on said al ney, funds or other co	waive and release and all lien or bove-described premises, and the nsiderations, due or to become of ybe furnished at any time here	Dollars, and or claim of, or right to, lien, unterimprovements thereon, a	other good and valuable con nder the statutes of the State nd on the material, fixtures,	sideration, the receipt of cof Colorado, relating to apparatus or machiner
		COMPANY:			nses.
be set forth; if waiver is f	er - p=meromp, me	paid. If a wavier is for a corpor partnership name should sign a CONTRACTOR'S AFFIDAVI	nd designate him/herself a	s a partner.	a signing watvet should
		CONTRACTOR'S AFFIDAVI	ľ		<del></del>
To Whom It May Concert	n:				
HE undersigned, being d	luly sworn, deposes ar for the	nd says that he is work on the	of the building located at		(name of company) owned by
unucisigned, for al	nd in consideration	and upon payment in sever	n business day of the	sum of	
ne customer's full satisface ght to lien, under the state ther material, fixtures, goo	ction. Furthermore, to utes of the State of Co	and upon payment in sever ble consideration, does hereby to the extent permitted by law, the OLORADO, relating to the menthinery furnished, on account of ses, without prejudice to assert CONTRACT PRICE	ne undersigned, does herebe chanics' and/or materialme	d to on the reverse side has ly y waive and release any and n's liens, with respect to an	been fully performed to all lien or claim of, or ad on Premises, and on
ne customer's full satisface ght to lien, under the state the material, fixtures, good is date only by the under	otion. Furthermore, to utes of the State of Co ods, apparatus or mac signed, for the Premis	to the extent permitted by law, the DLORADO, relating to the mechinery furnished, on account of ses, without prejudice to assert	certify that the work referre the undersigned, does hereb chanics' and/or materialme labor, services, materials, f any right of lien as to futu	d to on the reverse side has ly waive and release any and no 's liens, with respect to an ixtures, goods, apparatus or re delivery, performance or	been fully performed to all lien or claim of, or id on Premises, and on machinery, furnished to furnishing.
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#### **EXHIBIT "G"**

#### SUBCONTRACTOR SCOPE OF WORK

1. 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 1 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-

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

Cost Code:

051000-48400

Contract For: Structural Steel (Sub) Description: ASI#1 and Tax

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

Original Contract:		\$429,997.00
Previous CCO's:		\$0.00
This CCO:		\$44,640.00
Total Contract:	,	\$474,637.00
	· ·	\$474,U37,UU

Regional Construction Resources, Inc. Erickson Construction, LLC. Signed: Signed: By: Sergio Luciani, Owner David Tague, VP o By: Date:





#### **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.

SUBC	SUBCONTRACT SCHEDULE OF VAI LIES								,
Subcontr	Subcontractor - Regional Construction Booms	100				PAGE	SE 1 OF 1 PAGES	SES	,
		irces, inc.				Application No:	5		
Project Name:	ame: Wind Crest CB 2.0 Highlands Banck CO					Application Date:	4/15/2009		
		iids Ranch CO				Period From:	2/1/2009		
						Period To:	4/30/2009		
						Job No:			
						Vendor No:			
	0	ပ	۵		ш	စ		I	
ttem 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	
-	Dotalling		(D+E)	this Period	(not in D or E)	(D+E+F)		(၀-၀)	_
-   -	Detailing Ameter Balta	60,000.00	60,000.00	0.00	0.00	60,000.00	100%	0.00	0.0
<u>,                                    </u>	Alicrior Bolts and Embeds	35,000.00	35,000.00	0.00	00.0	35,000.00	100%	00.00	0.00
<u>, , , , , , , , , , , , , , , , , , , </u>	Structural Steel	294,997.00	289,997.00	5,000.00	00.0	294,997.00	100%	0.00	0.00
	Wiscellaneous	40,000.00	0.00	40,000.00	00.0	40,000.00	100%	0.00	0.00
,	Criange Order #1	44,640.00	44,640.00	0.00	0.00	44,640.00	100%	0.00	0.00
ام	PENDING CO:	00:00	0.00	00.0	00:0	00.0	%0	00.0	0.00
	DEDUCT PIPE GRID @ STAGE	-3,800.00	00.0	-3,800.00	00.0	-3,800.00	100%	0.00	0.00
_	PENDING CO:	00:0	00.0	00.0	00:0	0.00	%0	00.00	00.0
	ASI # 3 ELEVATOR REVISIONS	2,720.00	00.0	0.00	00.0	0.00	%0	2.720.00	00.0
	DETAILS ELEVATOR REVISIONS	900.006	00.0	900.00	00.00	00.006	%0	0.00	00.0
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9		0.00	00.00	0.00	00.0	00.0	%0	0.00	0.00
13		0.00	0.00	00:0	00.00	0.00	%0	0.00	0.00
21		0.00	00.00	0.00	00.00	00:0	%0	0.00	0.00
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77		0.00	0.00	00:00	00.0	00.0	%0	00.0	0.00
23		0.00	0.00	00:00	00.0	0.00	%0	00.0	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

EC\_\_\_\_\_ Sub: \_\_\_\_

TO:	ERICKSON Construction, L.L.C. 703 Maiden Choice Lane Baltimore, MD 21228  Regional Construction Resources, Inc.	DATE: April 1  PROJECT: 554-CB2.0  Job: APPLICANT NO: PERIOD TO:	5, 2009 5 4/30/2009	
1.	Original Contract Amount		\$ 429,997.00	
2.		(O # )		DICI DENIDDIC CHANCE OPDEDS
3.		•	\$ <u>44,460.00</u> \$ 474,457.00	INCL PENDING CHANGE ORDERS
4.	(444)	. 2,	\$ 471,737.00 \$ 471,737.00	
5.		0 %)	\$ 0.00	
6.	Total Earned to Date Retainage (Line	<del>-</del> '	\$ 471,737.00	
7.		. <del>1-</del> 3)		•
8.	Payment Due this Period (Line 6-7)		\$ -429,637.00 \$ 42,100.00 DIC	L 3% SALES TAX
=	( MALE V 1 )		J 42,100.00 111C	L 3% SALES TAX
Vote:	ACTOR: By:  (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 pa	ase provide a list of any outsta	ount or for which a nding claims for
VOTES:			RETAINAGE RELEASE	
			PROGRESS BILLING	
		•	RETAINAGE HELD	
			TOTAL AMOUNT DUE	
			PROJECT NUMBER	554-CB-2.0
		•	COST CODE	48400-05-1000
			APPROVED BY	
JNCH LIST ARRANTY ITIC STOC &M (CLOS	INAL PAYMENT T COMPLETED YES NO COMPLETED YES NO CK DELIVERED YES NO EOUT BOOK-DEL) YES NO RDERS COMPLETED YES NO		APPROVED DATE  FOR ACCOUN  DATE RECEIVED  REVIEWED BY	TING USE ONLY

#### "EXHIBIT "E"

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

STATE OF: TEXAS	Original Contract Amount: Approved Change Orders:	\$ <u>\$429,997.00</u> \$ <u>\$44,460.00</u>	INCL PENDING CHANGE ORDERS
COUNTY OF: HARRIS	Adjusted Contract Amount Complete to Date:	\$ \$474,457.00 \$ \$471,737.00	ar and arrive orders
	Retention:	\$ \$0.00	
	Total Earned (Less Retention)	\$ \$471,737.00	
	Previous Payments:	\$ -\$429,637.00	
·	Current Payment:	\$ \$42,100.00	INCL. 3% SALES TAX
	Contract Balance:	\$ <u>\$2,720.00</u>	
то:	(Title Insurer)		
	(Lender)		
	(Owner) (Contractor)	•	
The UNDERSIGNED being duly sworn states that	,		
of Regional Construction Resources, Inc. (firm) wh		nstruction L.L.C.	
for furnishing Structural and Miscellaneous Steel and			
real estate known and identified as Wind Crest CB 2			
County, State of CO and owned I	by	<u></u>	
The UNDERSIGNED for and in consideration (42,100.00) in payment of invoice or application dated and other good and claims of right of lien on the aforei or other consideration due or to become due on account furnished prior to	mentioned property and improvement of labor or services, materials, firention stated above.  That the contract status set forth abours, and suppliers employed by him that none of such labors, subcontradescribed real estate or the improvement of the improvement	ents thereon, and on monies extures or apparatus heretof ve is an accurate statemen have been paid all sums practors or suppliers is or will be ments thereon for labor or list the name of each of his ntractors and Subcontractor	s fore it and no reviously be r materials
Signed this 15 th day of APRIL 2009	Regional Construction Contractor/Supplier/S		_
	By: Sergio Luciahi, Presi	dent dent	-
signed and sworn to before me this 15th day of APRIL	2009		
	)		
My commission Expires: 6-16-2011		, Notary Public	-
Page 1 of	f1		mainer nu
	EC	Sub:	OTARY AUGUSTARY

# APPLICATION AND CERTIFICATION FOR PAYMENT

CONTRACTOR 1 PAGES ARCHITECT Distribution to: OWNER P PAGE 1 PERIOD TO: 4/30/09 CONTRACT DATE: APPLICATION No: AIA DOCUMENT G702 PROJECT No: Windcrest CB 2.0 VIA ARCHITECT: ROJECT: 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 PAYMEN

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

- (		429,997.
4	2. Net change by Change Orders	0 44 470 0

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.

15-Apr-09

Date:

HARRIS APRIL

County of:

TEXAS

. President

Sergio Lucian

CONTRACTOR:

Subscribed and su

State of:

My Commission Notary Public:,

15 day of

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,

471,737.00 \$474,457.00 544,460.00 TOTAL COMPLETED & STORED TO DATE ...... CONTRACT SUM TO DATE (Line 1 ± 2)..... (Column G on G703)

RETAINAGE:

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

Total Retainage (Lines 5a + 5b) or

\$0.00 \$471,737.00 6. TOTAL EARNED LESS RETAINAGE ... Total in Column I of G703) ..

PAYMENT (Line 6 from prior Certificate) ....... 7. LESS PREVIOUS CERTIFICATES FOR

(Line 4 Less Line 5 Total)

(\$429,637.00) \$42,100.00 CURRENT PAYMENT DUE INCLUDES 3% SALES TAX.

\$2,720.00 BALANCE TO FINISH, INCLUDING RETAINAGE ...... (Line 3 less Line 6)

Servation and the data In accordance with the Contract Documents, sases on on ARCHITECT'S CERTIFICATE

/16/2011

r that to the best of the granting tid the Contractor is entitled to Architect's knowledge, information and toward describe the graph of the Work is in accordance with the Contract of the Work is in accordance with the Work is in comprising the application, the Architect cermies to the

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

DEDUCTIONS

**ADDITIONS** 

CHANGE ORDER SUMMARY

in previous months by Owner

Total changes approved

otal 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. Date:

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



#### **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	\$ 429,997.00
Change Order #1	\$ 44,640.00
Contract Sum to Date	\$ 474,637.00
Total Completion to Date	\$ 429,637.00
Less Previous Invoices	\$ 331,000.00
Current Amount Due Incl. 3% Sales Ta	\$ 98,637.00
Current Amount Due This Invoice	\$ 98,637.00
Balance to Finish	\$ 45,000.00

THANK YOU FOR THIS NICE ORDER.

0.0	45,000.00	90.52%	429,637.00	0.00	98,637.00	331,000.00	+/+,03/.00		
	0.00	0%		0.00	0.00	0.00	0.00		TOTAL
	0.00	0%	0.00	0.00	0.00	0.00	0.00		25
	0.00	0%	0.00	0.00	0.00	0.00	0.00		2 6
	0.00	0%	0.00	0.00	0.00	0.00	0.00		3 6
	0.00	0%	0.00	0.00	0.00	0.00	0.00		3 -
	0.00	0%	0.00		0.00	0.00	0.00		2 6
	0.00	0%	0.00	0.00	0.00	0.00	0.00		30 6
	0.00	0%	0.00	0.00	0.00	0.00	0.00		ò
	0.00	0%	0.00	0.00	0.00	0.00	0.00		10
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	0.00	0%	0.00	0.00	0.00	0.00	0.00		10
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	0.00	0%	0.00	0.00	0.00	0.00	0.00		
	0.00	0%			0.00	0.00	0.00		σ
	0.00	100%	44,640.00	0.00	44,640.00	0.00	44,640.00	Change Order #1	
	40,000.00	0%	0.00	0.00	0.00	0.00	40,000.00	Miscellaneous	
	5,000.00	98%	2	0.00	53,997.00	236,000.00	294,997.00	Structural Steel	
		100%		0.00	0.00	35,000.00	35,000.00	Anchor Bolts and Embeds	
		100%	60,000.00	0.00	0.00	60,000.00	60,000.00		<u> </u>
	Finish (C-G)	%	Date (D+E+F)	Materials (not in D or E)	Place this Period	Applications (D+E)			
Retainage	Balance to		and Stored to	Stored	Work in	Previous	Scheduled Value	Description of Work	Item No.
			Total Complete		Work Complete	Wor			
	Η		G	П	E	D	ဂ	В	A
			Vendor No:						
			Job No:						
		1/25/2009	Period To:						<del></del>
		12/1/2008	Period From:				Wind Crest CB 2.0 Highlands Ranch CO		Project Name:
		1/15/2009	Application Date:	<u>.</u>					
		4REV	Application No:				Resources, Inc.	Subcontractor: Regional Construction Resources, Inc	Subcontra
	PAGES	PAGE 1 OF 1 PAGE	PAG				LUES	SUBCONTRACT SCHEDULE OF VALUES	SUBC
									2115

		_	_																					_							
int Circinoits by Cliange Order	NET CHANGES by Change Order	TOTALS	in previous months by Owner  Total approved this Month	Total changes approved	CHANGE ORDER SUMMARY	(Line 3 less Line 6)	<ol> <li>CURRENT PAYMENT DUE INCLUDES 3% SALES TAX.</li> <li>BALANCE TO FINISH, INCLUDING RETAINAGE</li> </ol>	PAYMENT (Line 6 from prior Certificate)	(Line 4 Less Line 5 Total)  7. LESS PREVIOUS CERTIFICATES FOR	6. TOTAL EARNED LESS RETAINAGE	Total in Column I of G703)	Total Retainage (Lines 5a + 5b) or	(Column F on G703)	(Colu	įs	5. RETAINAGE:	4. TOTAL COMPLETED & STORED TO DATE.			1. ORIGINAL CONTRACT SUM		ntinuation Sheet, AIA Document G703, is attached.	Application is made for navment as shown below in connection with the Contract	CONTRACT FOR Studential steel	Houston, TX 77092	5600 Northwest Central Drive, Ste. 100	Regional Construction Resources	FROM CONTRACTOR:	Baltimore, MD 21228	TO OWNER: ERICKSON Construction, L.L.C.	I>
\$0.00	9000	00.08	\$0.00	-	ADDITIONS DET		×								\$0.00	•						ed.	in connection with the Contrac			Ste. 100		VIA AF		PROTECT:	-ICATION FOR P
P			\$0.00 A		DEDITIONS	'		-	<b>&gt;</b> 0	\$429,637.00 I	\$0.00		·	· so	8		429,637.00		•	429,997.00 fi		•	П 2					VIA ARCHITECT:		ĊŢ.	AYMENT
prejudice to any rights of the Owner or Contractor under this Contract.	Contractor named herein. Issuance, payment and acceptance of payment are without	Certificate is not acceptable	ARCHITECT:  By:	Application and on the Continuation Sheet that are changed to conform to the amount certified )	Attack explanation if amount position designs from the second sec	AMOUNT CERTIFIED\$	payment of the AMOUNT CERTIFIED.	of the Work is in accordance with the Contract Debuther(1), and the Contractor is entitled to	omprising the application, the Architect pertition of the local property of the control of the local property	In accordance with the Contract Documents, passet on appearing the observations and the data	ARCHITECT'S CERTIFICATE FOR PAYMENT		Notary Public: M (IMMA)	worm to before me this	55	Sergio Luciani Precident	A.	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 for Work for which previous Cartificates for Powners were issued and a manager to be a contractor.	information and belief the Work covered by this Application for Payment has been completed	The understand Orateopte outifies that to the best of the Orateopte design of the test of the Orateopte design of the Orateopt	CONTRACT DATE:		PROJECT No:	<u>T</u>	PERIOD TO: 1/25/09 CONT	Windcrest CB 2.0 ARCHITECT	APPLICATION No: 4REV Distribution to:	AIA DOCUMENT G702 PAGE 1 OF
			,	ified)	:			)						2009							ctor	ed	٠					CONTRACTOR	TECT	i to	1 PAGES

#### "EXHIBIT "E"

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

STATE OF: TEXAS  COUNTY OF: HARRIS	Original Contract Amount:         \$ \$429,997.00           Approved Change Orders:         \$ 44,640.00           Adjusted Contract Amount         \$ \$474,637.00           Complete to Date:         \$ \$429,637.00
	Retention:         \$ \$0.00           Total Earned (Less Retention)         \$ \$429,637.00           Previous Payments:         \$ -\$331,000.00           Current Payment:         \$ \$98,637.00           Contract Balance:         \$ \$45,000.00
TO:	(Title Insurer) (Lender) (Owner) (Contractor)
The UNDERSIGNED being duly sworn states that	it he is the President (title)
of Regional Construction Resources, Inc. (firm) wh	o 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	. <u>.0</u> located in Highlands Ranch
County, State of CO and owned	by
DOLLARS (98,637.00) in payment of invoice or appli and other good and claims of right of lien on the afore	mentioned property and improvements thereon, and on monies unt of labor or services, materials, fixtures or apparatus heretofore
other sums are claimed, that all laborers, subcontracted due and all current sums due out of this payment and entitled to claim or assert any claim against the above furnished to or for the account of the undersigned. (U)	that the contract status set forth above is an accurate statement and no ors, 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 pon request, the undersigned shall list the name of each of his ent status, in CTI form F-3926- Contractors and Subcontractors waivers from said parties).
Signed this 15 th day of JANUARY 2009	Regional Construction Resources Inc. Contractor/Supplier/Subcontractor  By: Sergio Luciani, President
igned and sworn to before me this 15th day of JANU	ARY 2009.
ly commission Expires: 6-16-2011	Stacy A. Lewcun, Notary Public
Page 1 o	Stacy A. Lewcun, Notary Public  Stacy A. Lewcun, Notary Public

# "EXHIBIT "" APPLICATION AND CERTII

**R PAYMENT** 

EC\_\_\_\_\_ Sub: \_\_\_\_

TO: ERICKSON Construction, L.L.C.		DATE:January 15, 2009			
703 Maiden Choice Lane Baltimore, MD 21228	PROJECT: 554-CB2.0				
FROM: Regional Construction Resources, Inc.	Job:				
PROM.	Regional Construction Resources, inc.	APPLICANT NO: PERIOD TO:	4REV 1/25/2009	<del></del>	
		· · · · · · · · · · · · · · · · · · ·			
1.	Original Contract Amount		\$429,997.00		
2.	Change Orders Issued to Date (Thru C	C.O. # )	\$44,640.00		
3.	Contract Sum to Date (Line 1	+ 2)	\$ 474,637.00		
4.	Total Complete and Stored to Date		\$ 429,637.00	•	
5.	Less Retainage (1	0_%)	\$ 0.00		
6.	6. Total Earned to Date Retainage (Line 4-5)		\$ 429,637.00		
7.	7. Less Previous Requisitions		\$331,000.00		
8.	Payment Due this Period (Line 6-7)		\$ 98,637.00 INCL 3% S	SALES TAX	
SUBCO	NTRACTORS AFFIDAVIT & RELEASI	E OF LIEN:			
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.  CONTRACTOR: By:					
COMING	(Officer, General Pa	rtner, or Owner)	Date:1/1	5/09	
	Sergio Luciani, Preside				
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		
			PROGRESS BILLING		
			RETAINAGE HELD		
			TOTAL AMOUNT DUE		
			PROJECT NUMBER	554-CB-2.0	
			COST CODE	48400-05-1000	
		•	APPROVED BY		
FI	NAL PAYMENT		APPROVED DATE		
UNCH LIST	COMPLETEDYESNO				
ARRANTY COMPLETEDYESNOYESYESNOYESNOYESNOYESNOYESYESNOYESYESNOYESNOYESYESNOYESNOYESYESNOYESYESNOYESNOYESNOYESNOYESNOYESNOYESNOYESNOYESNOYESNOYESNOYESNOYESNOYESNOYESYESNOYESYESNOYESYESNOYESYESNOYESNOYESNOYESNOYESNOYESYESNOYESYESNOYESYESNOYESNOYESYESNOYESYESNOYESYESNOYESYESNOYESYESYESNOYESYESYESYESNOYESYESNOYESYESYESYESYESYESYESYES _		FOR ACCOUNTING U	FOR ACCOUNTING USE ONLY		
!&M (CLOSEOUT BOOK-DEL) YES NO YES NO		DATE RECEIVED			
HANGE ORDERS COMPLETED YES NO REVIEWED BY					



## **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:

<i>1</i> .	Original Contract Sum	\$	429,997.00
<i>2</i> .	Change Order #1	\$	52,675.00
<i>3</i> .	Contract Sum to Date	\$	482,672.00
<i>4</i> .	Total Completion to Date	\$	331,000.00
<i>5</i> .	Less Previous Invoices	\$	95,000.00
5.	Current Amount Due Incl. 3% Sales Tax	\$	236,000.00
	Current Amount Due This Invoice	\$	236,000.00
	Balance to Finish	<i>\$</i>	151,672.00

THANK YOU FOR THIS NICE ORDER.

Subcontra	SUBCONTRACT SCHEDULE OF VALUES	LOES				PAGE	GE 1 OF 1 PAGES		
31100000	oubcolliacioi . Regional construction Resources, inc.	Kesources, Inc.				Application No:	3		
Project Name.						Application Date:	11/18/2008		
3000		willy crest ob 2.0 highlands Kanch CO				Period From:	11/1/2008		
						Period To:	11/25/2008		
						Job No:			
   	a	Š				Vendor No:			
	٥	3	Q	ш	T.	9		I	-
100		,	Work	c Complete		Total Complete			
Item No.	Description of Work	Scheduled Value	Previous	Work in	Stored	and Stored to		Balance to	Retainage
			Applications (D+E)	Place this Period	Materials	Date	%	Finish	•
_	Detailing	60,000.00	60 000 00	000	(7 00 0	60,000,00		(5-2)	ľ
2	Anchor Bolts and Embeds	35,000.00	35,000,00		00.0	00.000,00	100%	0.00	0.00
3	Structural Steel	294,997.00	00.0	236.00	00.0	00.000,65		0.00	0.00
4	Miscellaneous	40 000 00			00.0	70,062		00.788,86	0.00
5	Change Order #1	52 675 00	00.0		0.00			40,000.00	0.00
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25		0.00	0.00	00:00	00:00	00.0	%0	00.0	0.00
TOTAL		482,672.00	95,000.00	236,000.00	0.00	331,000.00	68.	151,67	0.00

· ·

## APPLICATION AND CERTIFICATION FOR PAYMENT TO OWNER

AIA DOCUMENT G702

APPLICATION No:

1 PAGES istribution to: Ь PAGE

EXACASON CONSTRUCTION, L.L.C.	703 Maiden Choice Lane	Baltimore, MD 21228
:		

PROJECT:

Windcrest CB 2.0

CONTRACTOR

ARCHITECT

OWNER

VIA ARCHITECT:

PERIOD TO: 11/18/08

PROJECT No:

CONTRACT DATE:

## CONTRACTOR'S APPLICATION FOR PAYMENT

5600 Northwest Central Drive, Ste. 100

Houston, TX 77092

CONTRACT FOR: Structural Steel

Regional Construction Resources

FROM CONTRACTOR:

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

- 429,997.00 \$52,675.00 ORIGINAL CONTRACT SUM..... Net change by Change Orders . . . . .
- 331,000.00 \$482,672.00 CONTRACT SUM TO DATE (Line 1 ± 2)
  - TOTAL COMPLETED & STORED TO DATE. (Column G on G703)
    - RETAINAGE:

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

of Stored Material. . . b. 01 Stores (Column F on G703)

Total Retainage (Lines 5a + 5b) or

Total in Column I of G703) . .

- 6. TOTAL EARNED LESS RETAINAGE. (Line 4 Less Line 5 Total)
- (\$95,000.00)CURRENT PAYMENT DUE INCLUDES 3% SALES TAX. PAYMENT (Line 6 from prior Certificate) ....... 7. LESS PREVIOUS CERTIFICATES FOR
  - \$236,000.00 \$151,672.00 9. BALANCE TO FINISH, INCLUDING RETAINAGE...... ∞i
    - (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDITIONS
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

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.

18-Nov-08 Øember "MARRIS SCHOOL STATE OF THE PARTY OF TH Date: to before me this TEXAS Sergio Luciani, President CONTRACTOR Subscribed and State of:

E FOR PAYMEN ARCHITECT'S CERTIFICA

\$0.00

\$331,000.00

My Commissid

Notary Public:

comprising the application, the Architect certifies of the Alway 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 In accordance with the Contract Documents passed in the site obervations and the data payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ...

ttach explanation if amount certified differs from the amount applied. Initial all figures on this pplication and on the Continuation Sheet that are changed to conform to the amount certified.) RCHITECT:

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

STATE OF: TEXAS  COUNTY OF: HARRIS	Original Contract Amount: Approved Change Orders: Adjusted Contract Amount Complete to Date: Retention: Total Eamed (Less Retention) Previous Payments: Current Payment: Contract Balance:	\$ \$429,997.00 \$ \$52,675.00 \$ \$482,672.00 \$ \$331,000.00 \$ \$0.00 \$ \$331,000.00 \$ \$95,000.00 \$ \$236,000.00 \$ \$151,672.00	3% SALES TAX
TO:	(Title Insurer) (Lender) (Owner) (Contractor)	·	
The UNDERSIGNED being duly sworn states the	nat he is the President (title)		
of Regional Construction Resources, Inc. (firm)			
for furnishing Structural and Miscellaneous Steel a		eing erected on	
real estate known and identified as Wind Crest CE	3 2.0 located in Highlands Ranch		
County, State of CO and owner	d by		
The UNDERSIGNED for and in considerati in payment of invoice or application dated 11/18/20 and other good and claims of right of lien on the afo or other consideration due or to become due on acc furnished prior to	orementioned property and improvence out of labor or services, materials tention stated above.  It that the contract status set forth all ctors, and suppliers employed by his of that none of such labors, subcontract status set.	ments thereon, and on monies , fixtures or apparatus heretofore  oove is an accurate statement and m have been paid all sums previou	no . Isly
entitled to claim or assert any claim against the above furnished to or for the account of the undersigned. ( subcontractors, and suppliers, with contract and pay Affidavit, attach same hereto and upon request furnished.	ve described real estate or the impr (Upon request, the undersigned sha vment status, in CTI form F-3926- C	ovements thereon for labor or mate	erials
Signed this 18 th day of NOVEMBER 2008	Regional Constructi Contractor/Supplier	Subcontractor	,
	By: Sergio Luciani, Pres	sident CY A. LEW	
signed and sworn to before me this 18th day of NO\	VEMBER 2008.	Sident STARY PUBLICATION OF TEACH	
My commission Expires: 6-16-2011	Stacy A. Lewcu	n, Notary Public, 6.76-2011	<b>:</b> :
Page 1 c	of 1		
·	EC	Sub:	

## **"EXHIBIT D"**APPLICATION AND CERTIFICATE FOR PAYMENT

TO:	ERICKSON Construction, L.L.C. 703 Maiden Choice Lane	DATE: November 18	, 2008			
	Baltimore, MD 21228	PROJECT: 554-CB2.0		,		
FROM:	Regional Construction Resources, Inc.	Job:	_			•
i kowi.	Regional Constitution Resources, Inc.	APPLICANT NO: PERIOD TO:	3 11/25/	/2008	<del></del>	
1.	Original Contract Amount		<b>\$</b> 429,99	97.00		
2.	Change Orders Issued to Date (Thru C	.O.# )		75.00		
3.	Contract Sum to Date (Line 1	+ 2)	\$ 482,67			
4.	Total Complete and Stored to Date		\$ 331,00			
5.	Less Retainage (1	0 %)		0.00	•	
6.	Total Earned to Date Retainage (Line	4-5)	\$ 331,00	<del></del>		
7.	Less Previous Requisitions	•	\$ -95,00			
8.	Payment Due this Period (Line 6-7)			0.00 INCL 3% S	SALFS TAY	
•	•		250,00	<u>0.00</u> 1102 370 5	·	
UBCON	TRACTORS AFFIDAVIT & RELEASI	E OF LIEN:	······································			
iateriai it	ce with the Contract Documents; (ii) that it it for which Erickson Construction has paid pre	evious requests for payment:	(iii) that the amount	t of this invoice is	due.	
	(Officer, General Par Sergio Luciani, Preside					
	Sergio Luciani, Freside	ut			•	
ote:	Payment will be made for only those con Change Order has been issued by Ericks additional costs or pending extras.	sts which are included as part son Construction L.L.C. Pleas	of the Original Cor e provide a list of a	ntract amount or any outstanding c	for which a laims for	•
OTES:			TO BE COM	PLETED BY PROJ	ECT MANAGER	
			RETAINAGE I	RELEASE		
			PROGRESS BI	ILLING		
			RETAINAGE I	HELD		
			TOTAL AMOU	INT DUE		
			PROJECT NU	IMBER	554-CB-2.0	
			COST CODE		48400-05-1000	
	•		APPROVED B	3Y		
FL	NAL PAYMENT		APPROVED D	DATE		
	COMPLETEDYESNO					
	COMPLETEDYESNO   K DELIVEREDYESNO		FOF	R ACCOUNTING US	SE ONLY	
	EOUT BOOK-DEL)  YESNO		DATE RECEIVE	:D		
IIIGE OR	DERS COMPLETED YES NO		REVIEWED BY			
				EC	Sub:	R



## **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
	<i>&gt;</i>	35,000.00
Current Amount Due Incl. 3% Sales Tax	\$	60,000.00
Less Previous Invoices	\$	95,000.00
Total Due	\$	95,000.00
Total Completion to Date	\$	482,672.00
Contract Sum to Date		
Change Order #1	\$	52,675.00
Original Contract Sum	\$	429,997.00

THANK YOU FOR THIS NICE ORDER.

·	,							-		Retainage	of a second		6	0.00	000	000	000	9	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	00.00	00.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	SES							I		Balance to	Finish	(၁)	0.00	0.00	333.614.00	40.000.00	14 058 00	000	00.0	000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0	00.0	0.00	0.00	00.00	0.00	387,672.00
	PAGE 1 OF 1 PAGES	2	10/17/2008	8/25/2008	10/25/2008						%		100%	100%	%0	%0	%0	%0	%0	%0	800	760	8,0	0.00	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	19.68%
		Application No:	Application Date:	Period From:	Period To:	Job No:	Vendor No:	9	Total Complete	and Stored to	Date	(D+E+F)	60,000.00	35,000.00	0.00	00.0	0.00	00.0	0.00	00 0	00 0	00 0	00.0	0.00	0.00	0.00	0.00	0.00	0.00	00.00	00.0	00.00	0.00	0.00	00.00	00.00	00.00	00.00	95,000.00
								L.		Stored	Materials	(not in D or E)	0.00	0.00	0.00	00.0	0.00	00.0	00.0	0.00	0.00	00.00	000	00.0	00.0	00.0	0.00	0.00	00.0	00.0	0.00	0.00	0.00	00.00	00.00	00.00	0.00	00.0	0.00
								Ш	ပု	Work in	Place	ulls reflod	0.00	35,000.00	0.00	00.00	0.00	0.00	00.0	00.0	00.0	0.00	0.00	00.0	000	000	000		00.0	00:00	9	0.00	0.00	0.00	0.00	0.00	0.00	0.00	35,000.00
							4	ח	Work	Snoivara	Applications	(2.5)	00,000.00	0.00	0.00	0.00	0.00	00.00	0.00	00.00	00.0	00.00	00.0	00.00	0.00	000	00 0	00.0	00 0	00 0	00.0	00.0	00.0	0.00	0.00	0.00	0.00	0.00	60,000.00
UES	Resources, Inc.		lighlands Ranch CO					,	Scheduled Value			60 000 00	35,000,00	333 644 00	00.4.00	40,000.00	00.000,41	00.00	0.00	0.00	0.00	0.00	00.0	00.00	0.00	0.00	0.00	0.00	0.00	0.00	00 0	00 0	800	0.00	0.00	0.00	0.00	0.00	482,672.00
SUBCONTRACT SCHEDULE OF VALUES	Subcontractor: Regional Construction Resources, Inc.		ame: Wind Crest CB 2.0 Highlands Ranch CO				B		Description of Work			Detailing	Anchor Bolts and Embeds	Structural Steel	Miscellaneous	TAX																							
SUBC	Subcontra		Project Name:				∢		Item No.			1	2	3	4		9	_	. 80	٥	7	2 4	=	1,2	13	14	15	16	17	18	19	20	21	22	23	24	25	TOTAL	

## "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 kowi.	Regional Constitution Resources, inc.	APPLICANT NO: PERIOD TO:	10/25/2008	
			10/23/2008	
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	0_%)	\$ 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%	6 SALES TAX
SIDCON	TTP A CTTOP C ATT			
	TRACTORS AFFIDAVIT & RELEASE			
accordance	rsigned Subcontractor certifies: (i) that the vec with the Contract Documents; (ii) that it her which Erickson Construction has paid one	vork for which this payment re	quest is being submitted has bee	en completed in
naterial fo	or which Erickson Construction has paid pre	vious requests for payment: (	iii) that the amount of this invoice	s for all work and s is due.
303 mm 4				
JUNIKA	ACTOR: By: (Officer, General Par		Date:10/	17/08
	Sergio Luciani, Preside	nt		
lotes.		•		
lote:	Payment will be made for only those cos Change Order has been issued by Erickso additional costs or pending extras	ts which are included as part of on Construction L.L.C. Please	of the Original Contract amount of	or for which a
	additional costs or pending extras.		•	
OTES:	•		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	
FIN	AL PAYMENT		APPROVED DATE	
	COMPLETEDYESNOYESNO			
TIC STOCK	DELIVERED YES NO		FOR ACCOUNTING	USE ONLY
	DUT BOOK-DEL)YESNO		DATE RECEIVED	
INGE UKL	DERS COMPLETED YES NO		REVIEWED BY	
				<del></del>

EC\_\_\_\_\_ Sub: \_\_\_\_

## "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)	\$ \$429,997.00 \$ \$52,675.00 \$ \$482,672.00 \$ \$60,000.00 \$ \$0.00 \$ \$95,000.00 \$ -\$60,000.00 \$ \$35,000.00 \$ \$387,672.00	INCL. 3% SALES TAX
The UNDERSIGNED being duly sworn states the of Regional Construction Resources, Inc. (firm) of for furnishing Structural and Miscellaneous Steel at real estate known and identified as Wind Crest CE	nat he is the President (title) who has a contract with <u>Erickson Co</u> nd <u>Erection</u> for the improvements be	enstruction L.L.C. ing erected on	
The UNDERSIGNED for and in consideration payment of invoice or application dated 10/17/20 and other good and claims of right of lien on the afort or other consideration due or to become due on accommendation for the consideration due or to become due on accommendation for the unitarity of the unitarity of the sums are claimed, that all laborers, subcontract due and all current sums due out of this payment and entitled to claim or assert any claim against the above furnished to or for the account of the undersigned. (Usubcontractors, and suppliers, with contract and payment and the undersigned and upon request furnished to same hereto and upon request furnished.	ion of the sum of THIRTY FIVE THO  08 rementioned property and improvement ount of labor or services, materials, function stated above.  that the contract status set forth aboutors, and suppliers employed by him at that none of such labors, subcontrate described real estate or the improvulupon request, the undersigned shall	ents thereon, and on monitures or apparatus heret  ve is an accurate stateme have been paid all sums actors or suppliers is or will rements thereon for labor	ies ofore ent and no previously II be or materials
Signed this 17 th day of OCTOBER 2008	Regional Construction Contractor/Supplier/Suppli	ubcontractor	·
signed and sworn to before me this 17th day of OCTo	OBER 2008.  Stac: A. Lewcun, I	Notary Public	
Page 1 of			
	EC Si	ıb.	

# APPLICATION AND CERTIFICATION FOR PAYMENT

9. BALANCE TO FINISH, INCLUDING RETAINAGE..... 8. CURRENT PAYMENT DUE INCLUDES 3% SALES TAX..... 6. TOTAL EARNED LESS RETAINAGE ..... RETAINAGE: 1. ORIGINAL CONTRACT SUM..... NET CHANGES by Change Order Application is made for payment, as shown below, in connection with the Contract. CONTRACT FOR: Structural Steel FROM CONTRACTOR: LESS PREVIOUS CERTIFICATES FOR in previous months by Owner CONTRACTOR'S APPLICATION FOR PAYMENT Total changes approved Total approved this Month Net change by Change Orders ..... ontinuation Sheet, AIA Document G703, is attached. TOTAL COMPLETED & STORED TO DATE ... 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.... Houston, TX 77092 Regional Construction Resources 5600 Northwest Central Drive, Ste. 100 ERICKSON Construction, L.L.C. Baltimore, MD 21228 703 Maiden Choice Lane ADDITIONS \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 DEDUCTIONS VIA ARCHITECT: PROJECT \$387,672.00 (\$60,000.00) \$35,000.00 \$95,000.00 \$482,672.00 \$52,675.00 429,997.00 95,000.00 \$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 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 comprising the application, the Architect certifies to the Owner than the best of the Architect's knowledge, information and belief the working applicated as indicated, the quality AMOUNT CERTIFIED . . . . . 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 James My Commission expires Notary Public. Subscribed and sylopoto before the this ARCHITECT'S CERTIFICA 表 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 Windcrest CB 2.0 Sergio Luciali, President AIA DOCUMENT G702 6/16/201 CONTRACT DATE PROJECT No. PERIOD TO: 10/17/08 APPLICATION No: COMNUNCTION HARRIS Date: on the observations and the data OCTOBER . 17-Oct-08 PAGE 1 OF Distribution to: CONTRACTOR **ARCHITECT** OWNER 1 PAGES 2008

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## **INVOICE**

August 19, 2008

Invoice No 748-1rev

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. 3937

Kensed august Draw

## Description of items invoiced: Detailing and 3D model

1.	Original Contract Sum	S	429,997.00
<i>2.</i>	Change Order #1	\$	52,675.00
<i>3.</i>	Contract Sum to Date	\$	482,672.00
<i>4. 5.</i>	Total Completion to Date	\$	60,000.00
<i>5</i> . <i>6</i> .	Total Due Less Previous Invoices	\$	60,000.00
7.	Current Amount Due Incl. 3% Sales Tax	\$	0.00
, <b>.</b>	Sairem Amount Due Incl. 3% Sales Iax	3	60,000.00

Current Amount Due This Invoice	\$ 60,000.00

Balance to Finish

\$ 422,672.00

THANK YOU FOR THIS NICE ORDER.

	0.00 0.00	0.00	2000	0.00			
	0.00		0.00	0.00	482 672 00		TOTAL
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	0.00	0.00	0.00	0.00	0.00		24
	0.00	0.00	0.00	0.00	0.00		
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	0.00	0.00	0.00	0.00	0.00		3 .
	0.00	0.00	0.00	0.00	0.00		21
	0.00	0.00	0.00	0.00	0.00		20
	0.00	0.00	0.00	0.00	0.00		19
	0.00	0.00	0.00	0.00	0.00		18
	0.00	0.00	0.00	0.00	0.00		17
0.00	0.00	0.00	0.00	0.00	0.00		16
0.00	0.00	0.00	0.00	0.00	0.00		15
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0% 3	0.00	0.00	0.00	0.00	200,014.00	Miscellaneous	4
0% 35,00	0.00	0.00	0.00	0.00	333 614 00	Structural Steel	3
100% 0.00	60,000.00	0.00	60,000.00	0.00	35,000.00	Anchor Bolts and Embeds	2
(C-G)	(D+E+F)	(not in D or E)	נוווט ר פווטט	(2, 5)	60 000 00	Detailing	1
% Finish Retainage	Date		Place this Derical	Applications			
	and Stored to	Stored	Work in	Previous	Scheduled Value	Description of Work	1011
	Total Complete		k Complete	Work			Hom No
- I	G	71)	E	-	(		
	Vendor No:					В	A
	Job No:						
8/25/2008	Period To:						
8/1/2008	Period From:						
8/19/2008	Application Date:				Wind Crest CB 2.0 Highlands Ranch CO		Project Name:
1	Application No:				i koodi cee, iiic.		
PAGE 1 OF 1 PAGES	PAC				Recourses Inc	contractor: Regional Construction Resources Inc	Subcontractor:

## "EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

TO:	ERICKSON Construction, L.L.C. 703 Maiden Choice Lane	DATE: August 19,	2008	
	Baltimore, MD 21228	PROJECT: 554-CB2.0		
FROM:	Regional Construction Resources, Inc.	Job:		
i kowi.	Regional Constitution Resources, inc.	APPLICANT NO: PERIOD TO:	8/25/2008	<del></del>
1.	Original Contract Amount		\$429,997.00	
2.	Change Orders Issued to Date (Thru C.	.0.# )	\$ 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 (10	2%)	\$0.00	
6.	Total Earned to Date Retainage (Line	4-5)	\$ 60,000.00 INCL 3	%
7.	Less Previous Requisitions		\$0.00	AUDILLO IAX
8.	Payment Due this Period (Line 6-7)		\$60,000.00	
			•	
	TRACTORS AFFIDAVIT & RELEASE			
	rsigned Subcontractor certifies: (i) that the water with the Contract Documents; (ii) that it has which Erickson Construction has paid pre			
	, ·		is mar are amount of fills liboto	e is due.
CONTRA	ACTOR: By:	~ hein	Date:10	16/08
	(Officer, General Par Sergio Luciani, Presider		•	
_				·
lote:	Payment will be made for only those cost Change Order has been issued by Erickst additional costs or pending extras.	ts which are included as part of construction L.L.C. Please	f the Original Contract amount provide a list of any outstandin	or for which a g claims for
OTES:			TO BE COMPLETED BY PR	ROJECT MANAGER
			RETAINAGE RELEASE	
			PROGRESS BILLING	
			RETAINAGE HELD	
			TOTAL AMOUNT DUE	
			PROJECT NUMBER	554-CB-2.0
			COST CODE	48400-05-1000
			APPROVED BY	
FIN	AL PAYMENT		APPROVED DATE	
	COMPLETEDYESNO YESNO			
FIC STOCK	DELIVEREDYESNO		FOR ACCOUNTING	USE ONLY
	OUT BOOK-DEL)YESNO	٠	DATE RECEIVED	
	DERS COMPLETED YES NO		REVIEWED BY	

EC\_\_\_\_\_ Sub: \_\_

## "EXHIBIT "E"

## CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

The UNDERSIGNED being duly sworm states that he is 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 Erection for the improvements being erected on real estate known and identified as Wind Crest CB 2.0 located in Highlands Ranch  County, State of CO and in consideration of the sum of SIXTY THOUSAND DOLLARS (60,000.00)  in payment of invoice or application dated 8-16-2008  The UNDERSIGNED for and in consideration of the sum of SIXTY THOUSAND DOLLARS (60,000.00)  in payment of invoice or application dated 8-16-2008  and other good and 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 2008, 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 labors, 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, in CTI form F-3926- Contractors and Subcontractors Affidavit, attach same hereto and upon request furnish waivers from said parties).  Signed this 16 th day of OCTOBER 2008  Regional Construction Resources, Inc. Contractor/Supplier/Subcontractor	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)	\$ \$429,997.00 \$ \$52,675.00 \$ \$482,672.00 \$ \$60,000.00 \$ \$0.00 \$ \$60,000.00 \$ \$60,000.00 \$ \$422,672.00	INCL. 3% SALES TAX
The UNDERSIGNED for and in consideration of the sum of SIXTY THOUSAND DOLLARS (60,000.00)  in payment of invoice or application dated 8-16-2008 and other good and 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	of Regional Construction Resources, Inc. (firm) wh for furnishing Structural and Miscellaneous Steel and	the is the President (title) to has a contract with <u>Erickson Co</u> <u>Erection</u> for the improvements bei	nstruction L.L.C. ng erected on	•
Signed this 16 th day of OCTOBER 2008  Regional Construction Resources, Inc. Contractor/Supplier/Subcontractor  By: Sergio Luciani, President  Sergio Luciani, President  Stacy A. Lewcun, Notary Public  Page 1 of 1	The UNDERSIGNED for and in consideration in payment of invoice or application dated 8-16-2008 and other good and claims of right of lien on the aforer or other consideration due or to become due on accour furnished prior to	nentioned property and improvement of labor or services, materials, find the contract status set forth abors, and suppliers employed by him that none of such labors, subcontratescribed real estate or the improvement on request, the undersigned shall in the contract of the improvement of the contract of the improvement of the contract of the improvement of the contract of the cont	ents thereon, and on moni extures or apparatus hereto we is an accurate stateme have been paid all sums a ctors or suppliers is or will ements thereon for labor of	es profere  oreviously be or materials
	Signed this 16 th day of OCTOBER 2008  signed and sworn to before me this 16th day of OCTOBER	Regional Construction Contractor/Supplier/Su  By: Sergio Luciani, Preside	Resources, Inc.	Minimum A. L. E. J. C. J. J.
	Page 1 of 1			Manager 1

## CONTRACT FOR: Structural Steel FROM CONTRACTOR: APPLICATION AND CERTIFICATION 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 1 OF Distribution to: CONTRACTOR ARCHITECT OWNER 1 PAGES

CONTRACTOR'S APPLICATION FOR PAYMENT

n below, in connection with the Contract.  The info in a for \ 429,997.00 in a for \ \$52,675.00	Application is made for payment, as shown below, in connection with the Contract.  Continuation Sheet, AIA Document G703, is attached.  1. ORIGINAL CONTRACT SUM  2. Net change by Change Orders  3. CONTRACT SUM TO DATE (Line 1 ± 2)  4. TOTAL COMPLETED & STORED TO DATE  (Column G on G703)  5. RETAINAGE:  a of Completed Work  (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)  TOTAL EARNED LESS RETAINAGE  (Line 4 Less Line 5 Total)  LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)  CURRENT PAYMENT DUE INCLUDES 3% SALES TAX.  \$60  \$42  CURRENT PAYMENT DUE INCLUDING RETAINAGE  (Line 3 less Line 6)
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a the Owner, and that current payment shown herein is now due. Work for which previous Certificates for Payment were issued and payments received ccordance with the Contract Documents, that all amounts have been paid by the Contractor rmation and belief the Work covered by this Application for Payment has been completed undersigned Contractor certifies that to the best of the Contractor's knowledge,

scribed and sworn to be ore me this ommission expires ry Public: VTRACTOR: Sergio Luciani, President acy luch TEXAS 6/16/201 County of Date: ARRIS 16-Oct-08 2008

## CHITECT'S CERTIFICATE, FOR PAYMENT

rising the application, the Architect certifies the ent of the AMOUNT CERTIFIED. itect's knowledge, information and belief the Work cordance with the Contract Documents, based on i Ect's knowledge, information and belief the Work in accordance with the Contract Documently But the Contractor is entitled to which then to the best of the epocryations and the data

AMOUNT CERTIFIED . . . . . . .

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

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NET CHANGES by Change Order

\$0.00

\$0.00 \$0.00

\$0.00 \$0.00 \$0.00

in previous months by Owner

Cotal approved this Month

Total changes approved

CHANGE ORDER SUMMARY

ADDITIONS

DEDUCTIONS

## PARTIAL LIEN WAIVER

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

STATE OF Colorado SS COUNTY OF Douglas County

Attn: Una	m	ation
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		, ,	At	III: Cua	Mahon			
TO WHOM IT MAY CONCERN:				<del>J</del> Y	1/1/09			
WHEREAS the undersigned has been of	mployed by Erickson	Construction, LLC t	furnish	ل fo	or the premises known as			
WCD CB20 of which Littleton Campu	s, LLC is the owner.				. the premises known as			
THE undersigned, for and in consideration of Two Hundred Seventy-Seven Thousand And NO/100 Dollars  and valuable consideration, the receipt of which is hereby acknowledged, do(es), to the fullest extent permitted by law, hereby wave and release and all lien or claim of, or right to, lien, under the statutes of the State of Colorado, 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: December 20, 2008  COMPANY: REGIONAL CONSTRUCTION ADDRESS:  SIGNATURE AND TITLE:  NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, the title of officer signing waiver should be set forth; if waiver is for a partnership name should sign and designate him/herself as a partner.  CONTRACTOR'S AFFIDAVIT  TO WHOM IT MAY CONCERN:  THE undersigned, being duly sworn, deposes and says that he is								
That the total amount of the contract including extras is \$429,997.00 on which he has received payment of \$54,000.00 prior to this payment. That all								
waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity 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 contracts or subcontracts								
for specific portions of said work or for m	rues who have turnished	ed material or labor, or	both, for said work an	d all parties having o	contracts or subcontracts			
mentioned include all labor and material r	equired to complete sa	id work according to p	ans and specifications	:	in, and that the items			
NAME	NATI AM POP	CONTRACT	T	THIS				
IVALVIE	WHAT FOR	PRICE	AMOUNT PAID	PAYMENT	BALANCE			
	<del> </del>			<u> </u>				
		<del></del>						
TOTAL ALL LABOR AND MATERIA	L TO COMPLETE	<del></del>						
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 or other work of								
any kind or to be done upon or in connection	any kind or to be done upon or in connection with said work other than above stated.							
Signed this 2 day of January ,20 05 Signature:								
Signed and sworn to before me this	day of Mus	2001		, Juliu	STACYA			
Signature:	V Strate	,,-		William Willia	N COLUMN			
				<b> </b>	₹ <b>\</b>			

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

STATE OF Colorado			J	Limmen	n, Mid,21090
SS		<i>∧\</i> ′	\ Att	n:\ /), \rangle a \ ( \)	Muhan
COUNTY OF Douglas County		/ M	0		121.
		1 '		5y	1215
TO WHOM IT MAY CONCERN:				U	
WHEREAS the undersigned has been en	nployed by <u>Erickson</u>	Construction, LLC to	fumish	for	the premises known as
WCD CB20 of which Littleton Campus,	LLC is the owner.	•	•		
	6 701 6. 70 mil			/##4 000 000	d - 41 4 d 11 11 -
THE undersigned, for and in consideration consideration, the receipt of which is here!					d other good and valuable
or right to, lien, under the statutes of the S					
improvements thereon, and on the materia		_			
due from the Owner, on account of labor s		•			
the above-described premises.		<b></b>			
	/	)			
DATED: November 20, 2008	- / .		NY: <u>REGIONAL CO</u>	DNSTRUCTION	•
SIGNATURE AND TITLE:		ADDRE	2010.0	1/1001 4	2001 Day
NOTE: All waivers must be for the full ar	nount paid. If waiver	is for a comporation con	morate name should b	e used, the title of o	fficer signing waiver shou
be set forth; if waiver is for a partnership,		- · · · · · · · · · · · · · · · · · · ·			
	<u> </u>				
	CON	TRACTOR'S AF	FIDAVIT		
TO WHOM IT MAY CONCERN:		G.	`0 0		
THE undersigned, being duly s	worn, deposes and say	rs that he is	ident	of the	
REGIONAL CONSTRUCTION who is	the contractor for the		work	on the building locat	ted at
ow	ned by <u>Littleton Cam</u>	pus. LLC			
That the total amount of the contract include true, correct and genuine and delivered und following are the names of all parties who portions of said work or for material enteri- include all labor and material required to co	conditionally and that have furnished materiang into the construction	there is no claim either al or labor, or both, for on thereof and the amou	legal or equitable to d said work and all part int due or to become d	efeat the validity of ies having contracts	said waivers. That the or subcontracts for specif
NAME	WHAT FOR	CONTRACT	AMOUNT PAID	THIS	BALANCE
<u> </u>		PRICE		PAYMENT	
				<del> </del>	
		<del> </del>			
TOTAL ALL LABOR AND MATERIA	L TO COMPLETE			-	
		····			
That there are no other contracts for said wany kind or to be done upon or in connection	-	=	or to become due to	any person for mater	rial, labor or other work of
·				/	,
Signed this day of Novemb	,20 08	Signatur	e:	\	<u> </u>
Signed and swom to before me this	day of North	<u>2008</u>			
Signature: Hay A Tuvu	n_	Manufactura (Manufactura) (Man	CY A LEWCHINA		

## 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, Taxas, 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

Printed Name of Notary

My Commission Expires: