

Case Number:  
09-37010

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

c/o Paul Walter, Esquire  
Tydings & Rosenberg LLP, 100 E. Pratt St., 26th Floor  
Telephone number: Baltimore, MD 21202  
(410) 752-9700

**Court Claim Number:** \_\_\_\_\_  
(If known)

**Filed on:**

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

(SAME)

**Telephone number:**

1. Amount of Claim as of Date Case Filed: \$ 108,453.44

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

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

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

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

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

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

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

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

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

Value of Property: \$ Unknown Annual Interest Rate          %

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

if any: \$ 108,453.44 Basis for perfection: \_\_\_\_\_

**Amount of Secured Claim: \$108,453.44**      **Amount Unsecured: \$** \_\_\_\_\_

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

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

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

**If the documents are not available, please explain:**

Date: 2/4/10

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

**FOR COURT USE ONLY**

Erickson Ret. Comm. LLC



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**INSTRUCTIONS FOR PROOF OF CLAIM FORM**

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

**Items to be completed in Proof of Claim form****Court, Name of Debtor, and Case Number:**

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

**Creditor's Name and Address:**

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

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

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

**2. Basis for Claim:**

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

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

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

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

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

**4. Secured Claim:**

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

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

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

**6. Credits:**

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

**7. Documents:**

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

**Date and Signature:**

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

**DEFINITIONS****Debtor**

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

**Creditor**

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

**Claim**

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

**Proof of Claim**

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

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

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

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

**Unsecured Claim**

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

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

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

**Redacted**

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

**Evidence of Perfection**

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

**INFORMATION****Acknowledgment of Filing of Claim**

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

**Offers to Purchase a Claim**

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

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

**If by regular mail:**

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

**If by messenger or overnight delivery:**

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

**Debtors**

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

**Case Number**

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

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

**SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR**

THIS SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR (this "Agreement") is made as of 08/08/2008 by and between ERICKSON CONSTRUCTION, LLC (the "Contractor"), having an address of 703 Maiden Choice Road, Baltimore, Maryland 21228, Attn: Michael Nasife; and Winchester Group, Inc. (the "Subcontractor"), having an address of 7511-A Pulaski Highway, Baltimore, MD, 21237.

**RECITALS**

- A. The Contractor has made a contract for construction dated as of 05/07/2008 (the "Prime Contract") with Concord Campus, LP (the "Owner"), having an address of 701 Maiden Choice Lane, Baltimore, Maryland 21228. A copy of the Prime Contract containing all provisions applicable to Subcontractor shall be made available to the Subcontractor, upon request, in Contractor's general offices.
- B. The Prime Contract is for the provision of labor, materials and services in connection with the construction of ~~Maris Grove Residential Building 24~~ 115 Brinton Lake Road, being part of a project known as Maris Grove, located in Glen Mills, PA (the "Project").
- C. The Architect for the Work (as such term is defined in Section 2.1 below) is Marks, Thomas Architects (the "Architect"), having an address of 1414 Key Highway, 2nd Floor, Baltimore, MD, 21230.
- D. The Developer of the Project is Erickson Retirement Communities, LLC (the "Developer"), having an address of 701 Maiden Choice Lane, Baltimore, Maryland 21228.
- E. The Operator of the Project is Maris Grove Inc. (the "Operator"), having an address of 701 Maiden Choice Lane, Baltimore, Maryland 21228.

NOW THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor hereby agrees to hire the Subcontractor to perform the Work, and the Subcontractor hereby agrees to perform the Work, on the terms and conditions hereinafter set forth in this Subcontract.

**1. THE SUBCONTRACT DOCUMENTS.**

1.1. The Subcontract Documents consist of (1) this Subcontract; (2) provisions of the Prime Contract applicable to the Work, (including all General Conditions to the Prime Contract, and all Drawings and Specifications, as such terms are defined in the Prime Contract); (3) other documents listed in Section 1.2 below; and (4) modifications to this Subcontract issued after execution of this Subcontract. To the extent any terms of this Subcontract are in conflict with the terms of the Prime Contract, the terms of this Subcontract shall control. The Subcontract Documents form the Subcontract, and are as fully a part of this Subcontract as if attached to this Subcontract or repeated herein. The Subcontract represents the entire and integrated Subcontract between the parties hereto and supersedes all prior negotiations, representations or Subcontracts, either written or oral. All initially capitalized terms used herein, unless otherwise defined in this Subcontract, shall have the meanings given such terms in the Prime Contract.

1.2. To the extent not listed directly above, the Subcontract Documents, except for Modifications issued after execution of this Subcontract, are enumerated as follows: (on Exhibit A attached hereto)

**2. THE WORK OF THIS SUBCONTRACT.**

2.1. The term "Work" shall mean and refer to all labor, supervision, materials and services scaffolding, tools, equipment, supplies, hoisting, vertical transportation and all other things necessary for the construction and completion of the work described in Exhibit B and work incidental thereto, in strict accordance and full compliance with the terms of the Subcontract Documents (which are hereby incorporated by reference) and this Subcontract and to the satisfaction of Contractor and the Owner.

2.2. The Subcontractor shall execute the Work described below (or if noted below, on Exhibit B attached hereto), including but not limited to, all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract to be the responsibility, of others:

- Exhibit B, Description of work, attached.
- The Work consists of Drywall Contract (Sub).

2.3. Subcontractor shall carefully examine the Subcontract Documents and shall promptly notify Contractor in writing of any deficiencies, discrepancies, ambiguities or errors before proceeding with the Work.

Contract Number: 14

2.4 Subcontractor represents that it is fully qualified to perform this Subcontract, and acknowledges that, prior to the execution of this Subcontract, it has (a) by its own independent investigation ascertained (i) the Work required by this Subcontract, (ii) the conditions involved in performing the Work, and (iii) the obligations of this Subcontract and the Contract Documents; and (b) verified all information furnished by Contractor or others satisfying itself as to the correctness and accuracy of that information. Any failure by Subcontractor to investigate independently and become fully informed will not relieve Subcontractor from its responsibilities hereunder.

3. CONSTRUCTION SCHEDULE.

3.1. DATE OF COMMENCEMENT. The date of commencement shall be the date of this Subcontract, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Contractor:

Date of Commencement: 06/02/2008

3.1.1. From time to time throughout the term of this Subcontract, the Contractor shall provide the Subcontractor with copies of the Contractor's construction schedule and schedule of submittals, together with such additional scheduling details as will enable the Subcontractor to plan and perform the Work properly. The Subcontractor shall be notified promptly of subsequent changes in the construction and submittal schedules and additional scheduling details.

3.1.2. If requested by Contractor, Subcontractor shall submit detailed schedules for performance of the Subcontract, in a form acceptable to Contractor, which shall comply with all scheduling requirements of the Subcontract Documents. Contractor may from time to time, at its sole discretion, direct Subcontractor to make reasonable modifications and revisions in such schedules.

3.1.3. Subcontractor will proceed with the Work in a prompt and diligent manner, in accordance with Contractor's schedules as reasonably amended from time to time. Subcontractor shall be liable to Contractor for failure to adhere to Contractor's construction schedules including amendments even if such schedules differ from schedules set forth in the Subcontract Documents or the time of completion called for by the Subcontract Documents.

3.1.4. Subcontractor shall be entitled to additional compensation for compliance with schedule amendments or damages for delay only to the extent the Subcontract Documents entitle Contractor to damages or to a contract adjustment increasing the price of the Prime Contract.

3.2. SUBMITTALS. Subcontractor shall make all submittals required by this Subcontract, including shop drawings, test reports, and certificates, within seven (7) days following the Date of Commencement. Subcontractor must revise and resubmit any submittals within seven (7) days after such items are returned to Subcontractor for correction.

3.3. SUBSTANTIAL COMPLETION.

3.3.1. The Project shall be substantially completed not later than 06/29/2009, ("Substantial Completion") subject to adjustments as provided in the Subcontract Documents (see Exhibit B attached hereto for details). Subcontractor must complete its Work on the Project in the necessary time sequence to assure that the Project, including the Work and the work of Contractor and all other subcontractor's on the Project, is substantially completed by the date listed above in this Section 3.3.1.

3.4. TIME IS OF THE ESSENCE. Time is of the essence of this Subcontract, subject to any applicable notice and cure periods provided in the Subcontract.

4. SUBCONTRACT SUM.

4.1. SUBCONTRACT SUM. The Contractor shall pay the Subcontractor in current funds for performance of the Subcontract the Subcontract Sum of one million eighty-four thousand Dollars and zero Cents (\$1,084,000.00) subject to additions and deductions as provided in the Subcontract.

4.2. ALTERNATES.

4.2.1. The Subcontract Sum includes the following alternates, (or if noted below, as set forth on Exhibit C attached hereto), if any, which are described in the Subcontract and have been accepted by the Owner and the Contractor:

    X     See Exhibit C attached.

           Alternates are included in Exhibit C attached:

4.2.2. Contractor reserves the right to have Subcontractor provide the following alternates (or, if noted, as set forth on Exhibit C attached hereto, which alternates are not included in the Subcontract Sum.

Contract Number: 14

  X   See Exhibit C attached.

           Reserved Alternates are defined in Exhibit C attached:

4.3. UNIT PRICES. Unit prices, if any (inclusive of overhead and prices), are as follows (or, if noted, as set forth on Exhibit C attached hereto):

  X   See Exhibit C attached.

           Unit Prices are detailed in Exhibit C attached:

4.4. ESTIMATED COST OF THE WORK. The schedule of values breakdown of the amount of the Subcontract Sum is attached hereto as Exhibit C, unless noted otherwise below in this Section 4.4. The schedule of values shall be used by Subcontractor to apply for all payments due to Subcontractor under this Subcontract. If the Schedule of Values is not attached hereto, Subcontractor shall submit to Contractor the Schedule of Values in form similar to AIA G703 format within ten (10.) days of request of Contractor for Contractor's approval. When approved, the Schedule of Values shall be used by Subcontractor to apply for all payments due to Subcontractor under this Subcontract.

  X   Estimated Cost of Work is not attached hereto.

## 5. CONTRACTOR.

### 5.1. SERVICES PROVIDED BY THE CONTRACTOR.

5.1.1. The Contractor shall provide suitable areas for storage of the Subcontractor's materials and equipment during the course of the Work, to the extent such areas are readily available, from time to time.

5.1.2. If Contractor has available and Subcontractor elects to use Contractor's equipment or facilities, an agreed price in writing must be made before such use. Subcontractor shall make its own determination before commencing to use such equipment or facilities that such equipment or facilities are adequate and safe for the Work to be performed. Such equipment and facilities shall be accepted by Subcontractor in "AS-IS" condition without warranty or representation by Contractor as to their condition or adequacy to perform the respective function. Subcontractor agrees that all personnel operating or using such equipment or facilities shall be qualified and properly trained in the operation and use of such equipment or facilities. Subcontractor agrees to return the equipment and facilities to Contractor at the conclusion of the use in as good a condition as received. In the event that any such equipment is damaged while in the possession of Subcontractor, Contractor shall be entitled to exercise Contractor's remedies under Section 8.3 of this Agreement.

## 6. SUBCONTRACTOR.

6.1. LICENSE. The Subcontractor represents to Contractor that Subcontractor is duly licensed to perform the Work in the jurisdiction where the Project is located. Subcontractor represents that Subcontractor's License Number is 03274804, Registration Number                     , and Sales or Tax Registration Number is 521356952, and that all such licenses and registrations shall be maintained in full force and effect throughout the term of Subcontractor's obligations under the Subcontract, including any warranty obligations.

### 6.2. EXECUTION AND PROGRESS OF THE WORK.

6.2.1. The Subcontractor shall cooperate with the Contractor in scheduling and performing the Subcontractor's Work to avoid conflict, delay in or interference with the work of the Contractor, other subcontractors or Owner's own forces. Subcontractor is obligated to assure that all workmen of Subcontractor work in harmony with all other workmen on the Project.

6.2.2. The Subcontractor shall promptly submit Shop Drawings, Product Data, Samples and similar submittals required by the Subcontract with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Contractor or other subcontractors.

6.2.3. The Subcontractor shall furnish to the Contractor periodic progress reports on the Work of this Subcontract upon request of Contractor, including information on the status of materials and equipment which may be in the course of preparation or manufacture.

6.2.4. The Subcontractor shall complete all of its work in a good and workmanlike manner. The Subcontractor agrees that the Owner will have the authority to reject Work which does not conform to the Prime Contract or to the Subcontract. The Subcontractor shall, at Subcontractor's cost, replace or, if approved by the Owner, repair any defective work and repeat tests as necessary, at Subcontractor's cost, until all Work is proven satisfactory.

Contract Number: 14

6.2.5. The Subcontractor shall, at Subcontractor's sole cost and expense, supply adequate tools and equipment, and shall also at all times supply and promptly pay for a sufficient number of properly skilled workmen and for a sufficient amount of materials and supplies of proper quality to prosecute efficiently and promptly the Work in accordance with the requirements of the Subcontract and in accordance with a mutually agreed upon schedule. Subcontractor hereby acknowledges that the Project will be built on an accelerated basis and Subcontractor acknowledges that it has taken such accelerated schedule into account for meeting the requirements of this Subcontract. If, in Contractor's reasonable opinion, Subcontractor fails to maintain the progress of its Work in accordance with the agreed upon schedule, Contractor may require Subcontractor to accelerate Subcontractor's performance by use of overtime work, work on Saturdays, Sundays, and Holidays, all without additional compensation, if, in the reasonable opinion of Contractor, such additional work is necessary to maintain proper progress of Subcontractor's Work. Upon request of Contractor, Subcontractor shall submit evidence satisfactory to Contractor evidencing the Subcontractor's ability to comply with the agreed upon schedule. No overtime or charges for an accelerated Construction Schedule shall be paid by Contractor unless specifically agreed to in writing by an executive officer of Contractor before the overtime is performed.

6.2.6. The Subcontractor shall take necessary precautions to protect the work of other subcontractors from damage caused by operations by the Subcontractor. Subcontractor shall be responsible for and protect the Work in place from the elements and all other causes of damage until completion and final acceptance by Contractor and shall adequately store and protect its own materials and materials furnished it by Owner, Contractor and other suppliers. Subcontractor will use without unreasonable waste any materials or equipment furnished by the Owner, Contractor or other suppliers and will pay for any damage to such material or equipment sustained during Subcontractor's use or possession.

6.2.7. Subcontractor shall install all necessary equipment and materials in the necessary time sequence, (except at scheduled temporary omissions and leapfrog areas), and prior to close-in of any area so as to maintain the progress of the Work and the Project and eliminate any rework to install materials or equipment out of sequence. The Subcontractor shall bear any cost related to installation of materials or equipment that is installed out of sequence, unless such out of sequence work is directed or authorized in writing by Contractor. The Subcontractor shall participate in the preparation of coordinated drawings in areas of congestion, specifically noting and advising the Contractor of potential conflicts between the Work of the Subcontractor, the Contractor, and other subcontractors or the Owner's own forces. Subcontractor shall be represented on the Project while the Work is in progress by a competent full-time supervisor satisfactory to Contractor.

6.2.8. Should Subcontractor's performance of the Work be delayed by any acts of Contractor, Contractor's other contractors or Contractor's suppliers, Subcontractor shall receive an equitable extension of time for the performance of the Work, but shall not be entitled to any increase in the Subcontract Sum or to damages or additional compensation as a consequence of such delays, and Subcontractor hereby waives any claim for any such increase, damages or additional compensation.

6.2.9. Subcontractor shall complete all Work in accordance with the mutually agreed upon schedule. No extensions of time or provision for additional costs will be allowed for weather related delays unless Subcontractor submits in writing within seven (7) days from the date incurred, a claim for delay resulting from inclement weather. Contractor may, in its sole discretion, approve or disapprove a claim for delay.

### 6.3. LAWS, PERMITS, FEES AND NOTICES.

6.3.1. The Subcontractor shall provide all notices and comply with all Federal, state or local laws, ordinances, building codes, rules, regulations and orders of public authorities bearing on performance of the Work of this Subcontract. The Subcontractor shall secure and pay for all permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Subcontractor's Work, the furnishing of which is required of the Contractor by the Prime Contract.

6.3.2. Subcontractor shall be liable to Contractor, Developer, Operator and the Owner for all loss, cost and expense attributable to any acts of commission or omission by Subcontractor, its employees and agents, and lower-tier subcontractors resulting from failure to comply with any Federal, state or local laws, building codes, ordinances or regulations including, but not limited to, any fines, penalties or corrective measures.

6.3.3. Except as otherwise provided by the Subcontract Documents, Subcontractor agrees to pay, comply with, and hold Contractor, Developer and Operator harmless from all social security, state unemployment, welfare fees, and all other Federal, State and local taxes (including sales and use taxes) and fees of every nature applicable to the Work including penalties or any interest.

### 6.4. SAFETY PRECAUTIONS AND PROCEDURES.

6.4.1. The Subcontractor shall take all appropriate precautions with respect to performance of this Subcontract, shall comply with safety measures initiated by the Owner or the Contractor, and shall comply with all applicable laws, ordinances, rules, regulations and orders of public authorities for the safety of persons or property. The Subcontractor shall report to the Contractor within twenty-four (24) hours an injury to any employee or agent of the Subcontractor which occurred at the site. Subcontractor shall be solely responsible for providing a safe place to work for its agents, employees and sub-subcontractors. Subcontractor shall implement and enforce a health and safety program for its employees and sub-subcontractors on the site, which program shall be at least as effective as the Health

**Contract Number: 14**

and Safety Program of Contractor. Subcontractor's employees and sub-subcontractors on the site shall obey the directives of Contractor's Project Manager, Superintendent and Safety Director. All of Subcontractor's employees, agents and contractors must attend the safety

meetings held by Contractor's Safety Director, or, in lieu of such attendance, Subcontractor must provide to Contractor the minutes and attendance of all safety meetings conducted by Subcontractor, within two (2) days following the completion of such safety meetings.

6.4.2. If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Subcontractor, the Subcontractor's sub-subcontractors, or anyone directly or indirectly employed by them, the Subcontractor shall, at least three (3) days before bringing such substances onto the Site, provide Contractor with a materials data sheet for such substances, and give written notice of the chemical composition of such substances to Contractor. Subcontractor will comply with all laws regarding Subcontractor's use and handling of such hazardous substances by Subcontractor or Subcontractor's sub-subcontractors, agents and employees.

6.4.3. Contractor reserves the right to require Subcontractor to perform from time to time, at Subcontractor's cost, drug testing of all or any of Subcontractor's agents, employees and sub-subcontractors. Such testing must be done with testing companies selected or approved by Contractor. Subcontractor must prohibit from the Work Site any persons that test positively for drug use. Contractor shall be entitled to prohibit from the site any persons that Contractor deems to be disruptive to the smooth construction of the Project.

6.5. **CLEANING UP.** The Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract. Subcontractor shall at all times keep the Subcontractor's work area; keep the premises free from rubbish, debris and waste and surplus materials resulting from its operations; and shall turn over the work area in such condition as to permit the next succeeding work to be commenced without further cleaning. If Subcontractor fails to comply with the provisions of this Section, Contractor shall have the right itself or through others to perform such cleaning and to charge the cost thereof to Subcontractor, plus overhead charges of twenty-five percent (25%), provided the Subcontractor is given a twenty-four (24) hour written notice of such delinquency and fails to remedy same. Subcontractor shall not damage the work of others by its performance of its obligations under the Subcontract and shall indemnify Contractor for damage caused by Subcontractor or its agents to the work of Contractor, and other contractors, including court costs and attorney's fees.

6.6. **WARRANTY.** In addition to any product warranties required by the Subcontract, the Subcontractor warrants to Contractor that all material and equipment incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defect and in conformance with the Prime Contract and the Subcontract. All Work not conforming to these requirements may be considered defective. Subcontractor shall, promptly upon request of Contractor, furnish all labor, materials and supervision necessary to correct or replace any defective or nonconforming Work and any damage caused by such defect or fault, at no cost to Contractor or Owner, for a period of one (1) year from the date of Final Payment, except for latent defects, which shall be for a period of six (6) months following the discovery of such latent defect. This warranty shall run to and be enforceable by Owner, Contractor, and their successors and assigns. This warranty shall be in addition to and not in limitation of any other warranty or remedy provided by law or by the Subcontract.

6.7. **INDEMNIFICATION.** To the fullest extent permitted by law, the Subcontractor shall indemnify, defend and hold harmless the Owner, Contractor, Operator, Developer, their respective parent and subsidiaries, and their respective agents, officers, employees, members and directors of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from performance of the Subcontractor's Work under this Subcontract, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent or intentional acts or omissions of the Subcontractor, the Subcontractor's sub-subcontractors, materialmen or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 6.7.

## 7. CHANGES IN THE WORK.

7.1. **CONTRACTOR CHANGES.** Contractor may at any time make changes in the Work either:

- (a) By written change order signed by Contractor and Subcontractor prior to commencement specifying the changes to be made and the increase or decrease in the Subcontract Sum and extension of time, if any; or
- (b) By written direction to Subcontractor to proceed with changes in the Work, specifying the changes to be made and specifically stating that an equitable adjustment in the Subcontract Sum will be made, based on the time and materials to perform such changes; or
- (c) By written direction to Subcontractor to proceed with changes in the Work, specifying the changes to be made and specifically stating that the Subcontract Sum shall be adjusted based on actual costs of performing such changes based on time and materials, plus a fixed fee, to be set in such change order.



Contract Number: 14

7.2. OBLIGATION TO PROCEED. Subcontractor shall proceed with the changes ordered so as not to delay the Work. In the event Contractor changes the Work pursuant to 7.1(b) above, Subcontractor shall file with Contractor within seven (7) days from the

date of such order Subcontractor's written itemized estimate for the cost of performing the changes to be made. If mutual agreement on the cost is reached, Subcontractor and Contractor will execute a written change order executed by the authorized officers or designees of

Contractor and Subcontractor. If mutual agreement cannot be reached and the changes are required by Contractor, the Work shall proceed and Subcontractor shall be entitled to a reasonable adjustment in the Subcontract sum and in the time for performance of the work to the extent such adjustments are focused by the Contractor's written change order. If the extra Work or changes are required by Contractor, Subcontractor does not waive its right by proceeding under protest provided it so notifies Contractor in writing within five (5) days from submittal of the itemized estimate referred to above.

7.3. COST AND TIME. Subcontractor shall respond to a proposed change within seven (7) days of request by Contractor. In the event that a Subcontractor change order response is not delivered to the Contractor by the date required, it shall be conclusively presumed that such proposed change does not result in a change in Subcontractor's cost or construction time, and all work and materials called for by the proposed change order shall be provided by Subcontractor at no additional cost or delay to Contractor. For changes in the work for which contractual unit prices, if any, do not apply, the Subcontractor shall submit an itemized breakdown of his estimated cost for such changes with the following percentages for overhead and profit combined: Fifteen percent (15%) on work performed by Subcontractor's own forces or by sub-subcontractors and five percent (5%) on work performed on behalf of Subcontractor by a sub-subcontractor.

## 8. TERMINATION, REMEDIES FOR DEFAULT AND ASSIGNMENT OF THE SUBCONTRACT.

8.1. TERMINATION BY THE SUBCONTRACTOR. The Subcontractor may terminate the Subcontract if Contractor fails to pay to Subcontractors any sums due to Subcontractor within forty-five (45) days following the date such sums were due and payable to Subcontractor. Such termination shall only be effective if Subcontractor makes written demand for such payment to Contractor following the expiration of such forty-five (45) day period and Contractor fails to pay all sums then due and payable within ten (10) days following receipt of Subcontractor's demand. In the event of such termination by the Subcontractor, the Subcontractor shall be entitled to recover from the Contractor payment for Work executed to date of termination and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery (but not for anticipated profits).

### 8.2. TERMINATION BY THE CONTRACTOR.

8.2.1. If the Subcontractor (i) fails or neglects to carry out the Work in accordance with the Subcontract or otherwise to perform in accordance with this Subcontract; and (ii) fails within thirty-six (36) hours after receipt of notice to correct such default or neglect, the Contractor, in addition to Contractor's remedies under Section 8.3 and 8.4 of this Subcontract, may immediately and without further notice to Subcontractor terminate the Subcontract.

8.2.2. For its convenience, the Contractor shall have the right to terminate this Subcontract for any reason by giving the Subcontractor written notice of termination. Such termination for the Contractor's convenience shall be effective upon Subcontractor's receipt of written notice of such termination. Termination for default, if wrongfully made, shall be treated as a termination for convenience. In the event that the Subcontractor is terminated for the convenience of the Contractor, the Subcontractor shall be paid a pro rata percentage of the Subcontract Sum equal to the percentage of Work in place, less payments theretofore received by the Subcontractor. In no event shall the Subcontractor be entitled to receive payment for anticipated profits for unperformed Work.

8.3. CONTRACTOR'S REMEDIES. Should Subcontractor (a) fail to correct, replace and/or re-execute faulty or defective Work and/or materials furnished under the Subcontract; (b) fail to complete or diligently proceed with the Work in accordance with the agreed upon schedule; (c) fail to correct or repair any damage to the Project caused by the acts or omissions of Subcontractor; or (d) otherwise be in default of any provision of the Subcontract, if such failure or default is not corrected, then Contractor shall have the right to correct, replace or otherwise remedy and such defect, deficiencies or delayed performance by any reasonable and expedient means, including taking over or supplementing Subcontractor's Work and materials and employing such additional labor, equipment and materials as may be necessary to cure the default and achieve compliance with the Subcontract. In such event, Contractor may deduct from any sums due to Subcontractor the cost of performing such work and correcting such deficiencies, plus overhead of fifteen percent (15%) of such cost. If payments then or thereafter due Subcontractor are not sufficient to cover such amount, Subcontractor shall promptly pay the difference to Contractor. The remedies of Contractor under this subparagraph are in addition to any other remedies available to Contractor under the Subcontract or available at law or in equity.

8.4. CONTRACTOR'S ADDITIONAL REMEDIES. Subcontractor shall reimburse Contractor for any loss, damage or extra expense paid or incurred by Contractor which is due to Subcontractor's failure to supply materials, labor, or to properly perform the Work in accordance with the Subcontractor Documents. Subcontractor's failure to perform shall include the failure of its lower-tier subcontractors to perform. Subcontractor's liability shall include but not be limited to (1) damages and other delay costs payable by Contractor to the Owner; (2) Contractor's increased costs of performance, such as extended overhead and increased performance costs resulting from Subcontractor-caused delays or improper Subcontractor Work; (3) warranty and rework costs; (4) liability to third parties;

Sub: ENC

Contract Number: 14

(5) excess procurement costs; (6) consultants' fees; and (7) attorneys' fees and court costs. Contractor may take over any of Subcontractor's outstanding sub-subcontracts and purchase orders and take possession of all tools, equipment, scaffolds, material and supplies of Subcontractor which are on the Project site, in transit to, or especially manufactured for, the Work for use in completion of the Project. Contractor is hereby granted a lien on all such property to secure Subcontractor's performance under this Subcontract.

Subcontractor shall, upon request of Contractor, execute and deliver to Contractor all documents and take all such steps to effect the legal assignment of Subcontractor's contractual rights under such sub-subcontracts and purchase orders, but Contractor shall not be required to assume any of Subcontractor's outstanding obligations thereunder.

#### 8.5. ASSIGNMENT OF THE SUBCONTRACT.

8.5.1. In the event of termination of the Prime Contract by the Owner, the Contractor may assign this Subcontract to the Owner, with the Owner's agreement, subject to the provisions of the Prime Contract and to the prior rights of the surety, if any, obligated under bonds relating to the Prime Contract.

8.5.2. The Subcontractor shall not assign this Subcontract without the written consent of the Contractor, nor subcontract the whole or any portion of this Subcontract without the written consent of the Contractor.

#### 9. MUTUAL RIGHTS AND RESPONSIBILITIES.

The Contractor and Subcontractor shall be mutually bound by the terms of this Subcontract and, to the extent that provisions of the Prime Contract apply to the Work of the Subcontractor, the Contractor shall assume toward the Subcontractor all obligations and responsibilities that the Owner, under the Prime Contract, assumes toward the Contractor, and the Subcontractor shall assume toward the Contractor all obligations and responsibilities which the Contractor, under the Prime Contract, assumes toward the Owner and the Architect. The Contractor shall have the benefit of all rights, remedies and redress against the Subcontractor which the Owner, under the Prime Contract, has against the Contractor, and the Subcontractor shall have the benefit of all rights, remedies and redress against the Contractor which the Contractor, under the Prime Contract, has against the Owner, insofar as applicable to this Subcontract. Where a provision of the Prime Contract is inconsistent with a provision of this Subcontract, this Subcontract shall govern.

#### 10. PROGRESS PAYMENTS.

##### 10.1. APPLICATIONS FOR PAYMENT.

**SUBCONTRACTOR SHALL SUBMIT ALL REQUISITIONS AND APPLICATIONS FOR PAYMENT FOR PAYMENT PROCESSING TO: ERICKSON CONSTRUCTION, LLC; Michael Nasife 115 Brinton Lake Road, Glen Mills, PA, 19342 OR TO SUCH OTHER ADDRESS AS CONTRACTOR MAY DIRECT.**

10.1.1. Based upon applications for payment submitted to the Contractor by the Subcontractor, corresponding to Applications for Payment submitted by the Contractor to the Owner, and Certificates for Payment issued by the Owner, the Contractor shall make progress payments on account of the Subcontract Sum to the Subcontractor as provided below and elsewhere in the Subcontract. Each application for payment shall be in the form attached hereto as Exhibit D, or such other form as may otherwise be requested by Owner, and must include a Partial Release of Liens in either the form attached hereto as Exhibit E, or such other form as may otherwise be requested by Owner, and with such detail substantiating Subcontractors right to payment.

10.1.2. The period covered by each application for payment submitted by Subcontractor shall be one (1) calendar month ending on the last day of the calendar month. Each application for payment must be based on actual work performed by or under Subcontractor through the 19th day of the month, and the reasonably estimated work to be performed by or under Subcontractor during the balance of the month.

10.1.3. Provided an application for payment is received by the Contractor not later than the 20th day of a month, the Contractor shall include the Subcontractor's Work covered by that application in the next Application for Payment which the Contractor is entitled to submit to the Owner. Subcontractor's progress payments shall be due and payable within ten (10) working days after the Contractor receives payment for the Subcontractor's Work from the Owner. If the Owner or Architect fails to issue a Certificate for Payment or the Owner fails to pay Contractor for Subcontractor's Work within forty-five (45) days following the applicable Application for Payment, and such failure is not the fault of the Subcontractor or Subcontractor's sub-subcontractors, the Contractor shall pay the Subcontractor, within ten (10) days following demand, a progress payment computed as provided in Section 10.2 of this Subcontract. Notwithstanding the foregoing, payments to Subcontractor may be withheld on account of (i) defective Work not remedied, (ii) claims filed, (iii) damage to Contractor or another subcontractor or (iv) failure to carry out the Work in accordance with the Subcontract.

10.1.4. If an application for payment is received by the Contractor on or after the 21st day of any calendar month, the Subcontractor's Work covered by such application shall be included by the Contractor in the next Application for Payment submitted to the Owner.

Contract Number: 14

10.1.5. Each application for payment shall be based upon the most recent schedule of values approved by the Contractor in accordance with Section 4.4 of this Subcontract. Applications for payment submitted by the Subcontractor shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Subcontractor's application for payment.

10.1.6. Subcontractor shall pay all claimants for all costs and expenses resulting from the performance of the Work and for all labor and materials used. Subcontractor is liable for and shall hold Contractor and Owner harmless from and indemnify Contractor and Owner for all court costs, attorney's fees and damages resulting from claims by sub-subcontractors and Subcontractor's suppliers and all liens and all claims of persons furnishing material or labor on behalf of Subcontractor in connection with the Work. Subcontractor shall deliver to Contractor with each application for payment recordable affidavits and lien releases or waivers acceptable to Contractor from Subcontractor and Subcontractor's sub-subcontractors and suppliers. In the event any person or entity claiming by, through or under Subcontractor notifies Contractor of any non-payment or seeks to encumber funds held by Contractor and payable to Subcontractor or files a lien or other claim against the Project, or Contractor's interest therein, Subcontractor shall within three (3) days notify Contractor if Subcontractor disputes such claim. If at any time a lien has been filed against Contractor, the Owner, the Project or any sums held by Contractor by any person or entity claiming through Subcontractor, Subcontractor shall, within seven (7) days of receipt of notice of such lien pay the claim and cause the lien to be released or shall file a bond in lieu of the payment of such lien and shall cause the lien to be released from the project.

10.1.7. Notwithstanding the foregoing, if such lien or claim is due solely to sums wrongfully held by Contractor, Subcontractor shall not have any obligation to hold harmless or indemnify Contractor against such lien or claim.

10.2. PROGRESS PAYMENTS. Subject to the provisions of the Subcontract, the amount of each progress payment shall be computed as follows:

10.2.1. Take that portion of the Subcontract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Subcontractor's Work by the share of the total Subcontract Sum allocated to that portion of the Subcontractor's Work in the schedule of values, less that percentage actually retained, if any, from payments to the Contractor on account of the Work of the Subcontractor;

10.2.2. Add that portion of the Subcontract Sum properly allocable to materials and equipment delivered and suitably stored at the site by the Subcontractor for subsequent incorporation in the Subcontractor's Work or, if approved in advance in writing by the Owner, suitably stored off the site at a location agreed upon in writing, less the same percentage retainage required by the Prime Contract to be applied to such materials and equipment in the Contractor's Application for Payment;

10.2.3. Subtract the aggregate of previous payments made by the Contractor; and

10.2.4. Subtract amounts, if any, calculated under Subparagraph 10.2.1 or 10.2.2 which are related to Work of the Subcontractor for which the Architect has withheld or nullified, in whole or in part, a Certificate of Payment for a cause which is the fault of the Subcontractor or Subcontractor's sub-subcontractors.

10.2.5. All periodic payments by Contractor shall be subject to a retainage, to be held by Contractor, of ten percent (10%) of the amount billed by Subcontractor. To the extent approved or permitted by Owner and any lender providing financing for all or any part of the Work, and if Subcontractor is in compliance with the terms of the Subcontract, the aggregate amount of the retainage, subject to offset for defects and deficiencies, shall be reduced to five percent (5%) upon the Work achieving fifty percent (50%) completion and acceptance thereof by Contractor and Owner. No periodic payment by Contractor shall be deemed to constitute acceptance of any faulty or defective Work.

10.3. STORED MATERIALS. Notwithstanding the provisions of Subsection 10.2., payment for stored materials may be conditioned on delivery to the Owner of bills of sale (which shall include a complete description, including photographs, bills of lading, serial numbers, warehouse receipts and/or inventories, as appropriate for Owner to identify the stored materials) and such other procedures satisfactory to Owner to establish the Owner's title and to insure and otherwise protect the Owner's interest in and to such stored materials, unless requested otherwise by Contractor. Subcontractor shall schedule the materials to prevent the arrival of major items well in advance of their incorporation into the improvements.

10.4. SUBSTANTIAL COMPLETION. When the Work or a designated portion thereof is substantially complete in accordance with the requirements of the Prime Contract, the Contractor shall, upon application by the Subcontractor, make prompt application for payment for such Work. Within thirty (30) days following issuance by the Owner of the Certificate for Payment covering such substantially completed Work, the Contractor shall, to the full extent allowed in the Prime Contract, make payment to the Subcontractor, deducting any portion of the funds for the Work withheld in accordance with the Certificate of Payment to cover costs of items to be completed or corrected by the Subcontractor. Such payment to the Subcontractor shall be the entire unpaid balance of the Subcontract Sum if a full release of retainage is allowed under the Prime Contract for the Work prior to the completion of the entire Project. If the Prime Contract does not allow for a full release of retainage, then such payment shall be an amount which, when added to previous payments to the Subcontractor, will reduce the retainage on the Subcontractor's substantially completed Work to the same percentage of retainage as that on the Contractor's work covered by the Certificate of Payment.

Contract Number: 14

## 11. FINAL PAYMENT.

11.1. TIME. Subject to the provisions of Section 10.4, final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by the Contractor to the Subcontractor when the Work is fully performed in accordance with the

requirements of the Subcontract, Subcontractor has filed a final application for payment, the Owner has issued a Certificate for Payment covering the Subcontractor's completed Work and the Contractor has received payment from the Owner. If a Certificate for Payment is not issued within forty-five (45) days of Contractor's application for payment, or the Contractor does not receive from the Owner payment within forty-five (45) days of Contractor's application for payment, and such payment is otherwise due to Subcontractor and such failure is not due to any fault of Subcontractor, final payment to the Subcontractor shall be made upon demand.

11.2. LIEN WAIVERS. Final payment shall not be due until Subcontractor has delivered to Contractor a complete, recordable affidavit and release of all liens arising out of this Subcontract, in the form attached hereto as Exhibit F, or such other form as may otherwise be requested by Owner, covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Contractor indemnifying Contractor and the Project against any and all lien(s). If any lien remains unsatisfied after all payments are made, Subcontractor shall refund to Contractor all monies the latter may be compelled to pay in discharging such lien, including all court costs and expenses and reasonable attorney's fees. The acceptance of final payment shall constitute a release of all claims by Subcontractor except those previously made in writing and identified by Subcontractor as unsettled at the time of the final application for payment.

11.3. EVIDENCE OF PAYMENT. Before issuance of the final payment, the Subcontractor, if required, shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Subcontractor's Work have been satisfied.

11.4. SUB-SUBCONTRACTORS AND PROVIDERS. Subcontractor shall keep Contractor informed of all sub-subcontractors, and all materials and/or service providers of any tier who provide materials or service for any part of the Work in excess of One Thousand Dollars (\$1,000.00) by completing, submitting and updating as appropriate Exhibit G attached hereto.

11.5. ADVANCE WAIVER OF LIENS. To the greatest extent permitted by law, Subcontractor hereby waives in advance of any rights Subcontractor may have by statute, law, rule, regulation or otherwise to assert or maintain any lien on the Owner's interest in the property consisting of the Project. This waiver is given knowingly and voluntarily, and after opportunity to consult with Subcontractor's attorney.

## 12. INSURANCE AND BONDS.

## 12.1. COVERAGES.

12.1.1. Before the Subcontractor commences any Work pursuant to this Subcontract, the Subcontractor shall obtain and maintain throughout the term of the Subcontract, insurance of the types and in the minimum amounts set forth on Exhibit H. Self-insured retentions and/or deductibles may not be more than Ten Thousand Dollars (\$10,000.00). Acceptance of any insurance by Contractor shall not relieve or decrease the liability of the Subcontractor.

12.1.2. Coverages must be maintained with financially secure insurance companies licensed to do business in the State where the Project is located, have a Best's Guide Rating of not less than A-VI and must otherwise be acceptable to Owner and Contractor. Coverage must be maintained without interruption from date of commencement of the Work until date of final payment, and Contractor, Developer, Owner, and the Operator, their parent and subsidiary companies, together with their employees, officers agents, members and directors shall be named as additional insureds and Lender where required, under Subcontractor's Commercial General Liability policy, Automobile liability policy, Products/Completed Operations Coverage and the Umbrella/Excess Insurance. The additional insured coverage is to be provided by ISO form CG20100704, CG20370704, or equivalent forms, a copy of which will be provided with the certificate of insurance. All such policies shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs afforded to the indemnitied and/or additional insured's identified within this Agreement.

12.1.3. Certificates of insurance acceptable to the Contractor, together with all appropriate endorsements, shall be filed with the Contractor prior to commencement of the Subcontractor's Work, and at least ten (10) days prior to the expiration of any policy. These certificates and the insurance policies required by this Article 12 shall contain an endorsement that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Contractor. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as required in Article 11. If requested by Contractor, Subcontractor shall provide certified copies of all such policies to Contractor within ten (10) days of such request. Subcontractor must immediately notify Contractor of any reduction or restriction in the required insurance that takes place during the term of the Subcontract, and/or in the event the insurer notifies the Subcontractor of its intent not to renew coverage.

12.1.4. The Contractor shall furnish to the Subcontractor upon demand, satisfactory evidence of insurance required of the Contractor under the Prime Contract.

Contract Number: 14

12.1.5. If Subcontractor fails to secure and maintain the required insurance, Contractor shall have the right (without any obligation to do so, however) to secure same in the name and for the account of the Subcontractor in which event the Subcontractor shall pay the costs thereof to Contractor upon demand and furnish upon demand all information that may be required in connection therewith.

12.1.6. The insurance provisions of this Subcontract shall not be construed as a limitation on the Subcontract's responsibilities and liabilities pursuant to the terms and conditions of the Subcontract, including, but not limited to, liability for claims in excess of the insurance limits and coverages set forth herein.

12.1.7. The Subcontractor shall not make changes in or allow the required insurance coverages to lapse without the Contractor's prior written approval thereto.

12.2. **WAIVERS OF SUBROGATION.** The Contractor and Subcontractor waive all rights against (1) each other and any of their Subcontractors, sub-subcontractors, agents, employees, officers, members and directors, each of the other, and (2) the Owner, Developer, Operator, and any of their Subcontractors, sub-subcontractors, agents, employees, officers, members and directors, for damages caused by fire or 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 sub-subcontractors, 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.

12.3. The Contractor shall promptly, upon request of the Subcontractor, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Subcontract.

#### 12.4. Performance Bond and Payment Bond:

Bond Required for the payment and performance bonds. All bonds must be in the AIA312 format or equal. Cost of bond is on bonding company's invoice at standard rates. **Subcontractor must include the name of the Owner and Lender on all bonds as a dual obligee. Subcontractor can provide this information through a dual obligee 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 12.4, 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 Subcontract sum issued by a surety acceptable to Owner.

### 13. SETTLEMENT OF DISPUTES.

13.1. In the event of any dispute involving the Work performed or to be performed, Contractor shall issue a decision which shall be followed by Subcontractor, without interruption, deficiency, or delay. If Subcontractor does not agree with such decision, Subcontractor may make a claim under Section 7.3. and the matter shall be resolved as set forth in Article 13.2. or 13.3. as applicable. If the Subcontractor prevails, Subcontractor's sole remedy shall be an equitable adjustment determined as provided in Section 13.2. or 13.3. as applicable. In addition to notice required by Article 9 or the Subcontract Documents, notification of any claim for the equitable adjustment must be asserted in writing not later than ten (10) days after Subcontractor's knowledge of the claim, and if Section 13.2. is applicable, within sufficient time to allow Contractor to give notice to the Owner under the Subcontract Documents.

13.2. In case of any dispute between Contractor and Subcontractor, in any way relating to or arising from any act or omission of the Owner or involving the Subcontract Documents, Subcontractor agrees to be bound to Contractor to the same extent that Contractor is bound to the Owner, by the terms of the Subcontract Documents, and by any and all preliminary and final decisions or determinations made thereunder by the party, board or court so authorized in the Subcontract Documents or by law, whether or not Subcontractor is a party to such proceedings. In case of such dispute, Subcontractor will comply with all provisions of the Subcontract Documents allowing a reasonable time for Contractor to analyze and forward to the Owner any required communications or documentation. Contractor will, at its option, (1) present to the Owner, in Contractor's name, or (2) authorize Subcontractor to present to the Owner, in Contractor's name, all of Subcontractor's claims and answer the Owner's claims involving Subcontractor's Work, whenever Contractor is permitted to do so by the terms of the Subcontract Documents. Contractor will further invoke on behalf of Subcontractor, or allow Subcontractor to invoke, those provisions in the Subcontract Documents for determining disputes. If such dispute is prosecuted or defended by Contractor, Subcontractor, at its own expense, agrees to furnish all documents, statements, witnesses, and other information required by Contractor and to pay or reimburse Contractor for all costs incurred by Contractor in connection with the dispute including attorneys' fees and court costs.

Contract Number: 14

13.3. To the extent not resolved under Section 13.2 above, any dispute between Contractor and Subcontractor shall, at Contractor's sole option, be decided by litigation. DUE TO THE SPECIALIZED NATURE OF CONSTRUCTION LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY.

#### 14. MISCELLANEOUS PROVISIONS.

14.1. GENERAL CONDITIONS. Where reference is made in this Agreement to a provision of the General Conditions or another Subcontract Document, the reference refers to that provision as expressly amended or supplemented by other provisions of the Subcontract Documents.

14.2. MERIT SHOP. The Subcontractor acknowledges that this Project is being built as a "Merit Shop" project, and therefore is not under jurisdiction of union work rules. The Subcontractor agrees to comply with the work rules as established by Contractor, and not to interfere with the employees or work of Contractor or other subcontractors and suppliers involved with this Project. Failure to comply with this provision may result in termination of the Subcontract at the sole discretion of Contractor.

14.3. PRIVACY. Until Subcontractor's obligations under this Subcontract are completely fulfilled, Subcontractor agrees not to perform any Work directly for the Owner or deal directly with the Owner's representatives in connection with the Project, unless otherwise directed in writing by Contractor. All Work for this Project performed by Subcontractor shall be processed and handled exclusively by Contractor.

14.4. VEHICLES. All vehicles are to be operated in accordance with the traffic and parking rules and regulations of the Operator and the Contractor. Violation of these rules may result in the vehicle being towed at the owner's expense, and the vehicle and operator being banned from the site. All workers authorized to park within the site must obtain parking passes from the Contractor's office and must display the parking passes whenever the vehicle is on the site. Subcontractor's employees, agents and sub-subcontractors may park vehicles only in areas on or off-site as designated for parking by Owner or Contractor.

14.5. RESIDENTS OF RETIREMENT COMMUNITY. The safety and protection of the residents of the Project is of paramount importance to the Contractor. Subcontractor, its workers, suppliers, and sub-subcontractors must adhere to all traffic regulations, noise restrictions, and other safety standards established by the Contractor and the Operator. Residents of the Project must be treated with courtesy and respect at all times. In the event that the buildings are occupied while the Subcontractor is performing work on the Project, all courtesy is to be extended to the residents and precautions taken to avoid any disruption or inconvenience during this usage.

14.6. SIGNS. No signs may be placed on any portion of the site and/or building without written permission of Owner.

14.7. COMMUNICATIONS. It is agreed and understood that all communications by or through Subcontractor to the Architect, Engineer, Owner, Developer or any representative thereof shall be made through Contractor.

14.8. EXAMINATION OF PRIOR WORK. Subcontractor shall carefully examine the work of others which may affect the Work and shall notify Contractor in writing, completely detailing and supporting any apparent deficiencies therein before performing the Work; otherwise, such other Work shall be deemed acceptable to Subcontractor and Subcontractor shall be deemed to have waived all claims with respect thereto.

14.9. INVALIDITY. If any provision of the Subcontract is found to be invalid, unenforceable or unlawful, such provision shall be enforced in such manner as shall most nearly affect the intent of the parties and yet conform to the law applicable thereto and the remainder of the Subcontract Documents shall remain in full force and effect.

14.10. NOTICES. Except as stated in Section 10.1 of this Agreement, all notices, requests, approvals and other communications required or permitted to be delivered under the Subcontract must be in writing and shall be effective upon: (a) the date of delivery if hand-delivered to the other party or forwarded by facsimile to a number provided and authorized for delivery of notices by the receiving party; (b) the date of transmission if sent by telegram; (c) the date after mailing if sent by overnight commercial carrier; or (d) three (3) business days after mailing if sent by U.S. mail. Except for the use of facsimiles, if permitted, all notices must be sent to the addresses listed in the introductory paragraph of this Agreement, or to such other address as may be expressly designated in writing by either party as the correct address for notices, requests, approvals and other communications.

14.11. INDEPENDENT CONTRACTOR. Subcontractor is an independent contractor and hereby assumes all of the rights, duties, obligations and liabilities thereby arising.

14.12. WAIVER. Any failure by Contractor at any time or from time to time to enforce or require the strict performance of any of the terms or conditions hereof shall not affect or impair Contractor's right to at any time thereafter avail itself of the remedies available for the subsequent breach of such terms or conditions.

14.13. GOVERNING LAW. The Subcontract shall be governed by the law of the State in which the Project is located. No presumption shall be deemed to exist in favor of or against either party as a result of the preparation and/or negotiation of the Subcontract.

Contract Number: 14

The Subcontract and Subcontract Documents are subject to the Contract between the Owner and Contractor, the General Conditions, and the Additional Supplementary General Conditions.

14.14. EQUAL OPPORTUNITY. Subcontractor agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, handicap or national origin.

14.15. CONTRACTOR AND SUBCONTRACTOR PAYMENT ACT. Duties and obligations imposed by the Contract Documents and the rights and remedies available there under 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. Notwithstanding the foregoing, Subcontractor, Contractor and Owner agree that this Agreement shall govern Owner's payment obligations to Contractor and Contractor's payments to Subcontractor and shall control over any contrary or additional obligations or requirements issued by the Pennsylvania Contractor and Subcontractor Payment Act, 73 P.S. §502 et seq. (the "Payment Act"), including but not limited to requirements in the Payment Act for certain notices to Subcontractor and imposing certain limitations, interest, penalties, and attorneys fees. To the greatest extent permitted by law, Subcontractor, Contractor and Owner waive the provisions of the Payment Act as it may relate to this Agreement, the Work or any additional work performed by Subcontractor or Contractor with respect to the Project

14.16. EXHIBITS. The following exhibits are attached hereto:

- Exhibit A - Drawing Log
- Exhibit B - Scope
- Exhibit C - SOV
- Exhibit D - Pay Application
- Exhibit E - Partial Release
- Exhibit F - Final Release
- Exhibit G - Vendor List
- Exhibit H, Sched B - Insurance Requirements Sched. B
- Exhibit I - Payment Bond
- Exhibit J - Performance Bond

This Agreement entered into as of the day and year first written above.

WITNESS:

Julie D'Agostini

Marcia Tarver

CONTRACTOR  
ERICKSON CONSTRUCTION, LLC

By:

George Brown  
George Brown  
Vice President of Construction

Dated: 08-25-08

SUBCONTRACTOR

By:

Kevin Conley  
Winchester Group, Inc.  
Kevin Conley  
President

Dated: 8/14/08

**EXHIBIT "A"**  
**CONTRACT DOCUMENTS**

<b><u>Drawing Number</u></b>	<b><u>Description</u></b>	<b><u>Date</u></b>
00.00	Cover Sheet	02/08/2008
00.00A	Abbreviations Sheet	02/08/2008
00.01	Code Review Sheet	02/08/2008
00.01A	UL Listed Assemblies	02/08/2008
00.01B	UL Listed Assemblies	02/08/2008
00.01C	UL Listed Assemblies	02/08/2008
00.01D	UL Listed Assemblies	02/08/2008
00.04	Campus Wide Building Floor Elevations	02/08/2008
30.01	Terrace Level Plan	02/08/2008
30.02	First Floor Plan (Main Street)	02/08/2008
30.03	Second Floor Plan	02/08/2008
30.04	Third Floor Plan	02/08/2008
30.05	Fourth Floor Plan	02/08/2008
30.06	Fifth Floor Plan	02/08/2008
30.07	Roof Plan	02/08/2008
31.01	Exterior Elevations	02/08/2008
31.02	Exterior Elevations	02/08/2008
31.03	Exterior Elevations	02/08/2008
31.04	Detailed Elevation	02/08/2008
32.01	Building Sections	02/08/2008
32.02	Building Sections	02/08/2008
33.01	Wall Sections	02/08/2008
33.02	Wall Sections	02/08/2008
33.03	Misc. Sections	02/08/2008
33.04	Misc. Sections	02/08/2008
33.05	Bay Window Details	02/08/2008
33.06	Plan Details	02/08/2008
33.07	Plan Details	02/08/2008
33.08	Plan Details	02/08/2008
33.09	Section Details	02/08/2008
33.10	NOT USED	02/08/2008
33.11	Recessed Balcony Enlarged Plans	02/08/2008
33.12	Balcony Railing Details	02/08/2008
33.13	Roof Details	02/08/2008



33.14	Link Sections & Details	02/08/2008
33.15	Retaining Wall Details	02/08/2008
33.16	Retaining Wall Details	02/08/2008
33.17	Retaining Wall Details	02/08/2008
34.01	Elevator Plans & Sections	02/08/2008
34.02	Enlarged Stair Plans	02/08/2008
34.03	Stair Sections & Details	02/08/2008
35.01	Wall Schedule	02/08/2008
35.02	Door Schedule & Details	02/08/2008
35.03	Window Schedule & Details	02/08/2008
35.04	Storefront Schedule & Details	02/08/2008
36.01	Typical Interior Details	02/08/2008
36.02	Lobby Plans & Elevations	02/08/2008
36.03	Link RB 2.4/RB 2.2 Floor Plans	02/08/2008
36.04	Enlarged Terrace Level Plan	02/08/2008
38.01	Terrace Level Reflected Ceiling Plan	02/08/2008
38.02	First Floor Reflected Ceiling Plan	02/08/2008
38.03	Second Floor Reflected Ceiling Plan	02/08/2008
38.04	Third Floor Reflected Ceiling Plan	02/08/2008
38.05	Fourth Floor Reflected Ceiling Plan	02/08/2008
38.06	Fifth Floor Reflected Ceiling Plan	02/08/2008
40.01	Elevator Lobbies	02/08/2008
40.02	Elev. Lobby & Doghouse Finish Plans	02/08/2008
45.01	Finish Legend & Schedule	02/08/2008
45.02	Resident Unit Finishes	02/08/2008
45.03	Resident Unit Amenities List	02/08/2008
48.01	Terrace Level Signage Plan	02/08/2008
48.02	First Floor Signage Plan	02/08/2008
48.03	Second Floor Signage Plan	02/08/2008
48.04	Third Floor Signage Plan	02/08/2008
48.05	Fourth Floor Signage Plan	02/08/2008
48.06	Fifth Floor Signage Plan	02/08/2008
49.01	Terrace Level Furniture Plan	02/08/2008
49.02	First Floor Furniture Plan	02/08/2008
49.03	Second Floor Furniture Plan	02/08/2008
49.04	Third Floor Furniture Plan	02/08/2008
49.05	Fourth Floor Furniture Plan	02/08/2008
49.06	Fifth Floor Furniture Plan	02/08/2008
60.01	Terrace Level Foundation Plan	02/08/2008
60.02	First Floor Framing & Foundation Plan	02/08/2008

60.03	Second Floor Framing Plan	02/08/2008
60.04	Third Floor Framing Plan	02/08/2008
60.05	Fourth Floor Framing Plan	02/08/2008
60.06	Fifth Floor Framing Plan	02/08/2008
60.07	Roof Framing Plan	02/08/2008
60.08	Link to RB 2.2	02/08/2008
61.01	Structural Notes & Typical Details	02/08/2008
61.02	Structural Notes & Typical Details	02/08/2008
61.03	Structural Notes & Typical Details	02/08/2008
61.04	Sections	02/08/2008
61.05	Sections	02/08/2008
61.06	Sections	02/08/2008
61.07	Sections	02/08/2008
64.01	Roof Truss Profiles	02/08/2008
64.02	Roof Truss Profiles	02/08/2008
65.01	Wall Elevations & Details	02/08/2008
65.02	Wall Elevations & Details	02/08/2008
70.00	Plumbing Schedule	02/08/2008
70.01	Subslab Plumbing Plan	02/08/2008
70.02	Terrace Level Plumbing Plan	02/08/2008
70.03	First Floor Plumbing Plan	02/08/2008
70.04	Second Floor Plumbing Plan	02/08/2008
70.05	Third Floor Plumbing Plan	02/08/2008
70.06	Fourth Floor Plumbing Plan	02/08/2008
70.07	Fifth Floor Plumbing Plan	02/08/2008
71.01	Plumbing Parts Plan	02/08/2008
72.01	Plumbing Details & Risers	02/08/2008
73.01	Sanitary Riser Diagrams	02/08/2008
73.02	Sanitary Riser Diagrams	02/08/2008
73.03	Water Riser Diagrams	02/08/2008
73.04	Water Riser Diagrams	02/08/2008
80.00	Mechanical Schedules	02/08/2008
80.01	Terrace Level Mechanical Plan	02/08/2008
80.02	First Floor Mechanical Plan	02/08/2008
80.03	Second Floor Mechanical Plan	02/08/2008
80.04	Third Floor Mechanical Plan	02/08/2008
80.05	Fourth Floor Mechanical Plan	02/08/2008
80.06	Fifth Floor Mechanical Plan	02/08/2008
80.07	Roof Mechanical Plan	02/08/2008
81.01	Mechanical Parts Plans	02/08/2008



82.01	Mechanical Details	02/08/2008
82.02	Mechanical Details	02/08/2008
83.01	HVAC Risers	02/08/2008
83.02	HVAC Risers	02/08/2008
84.01	Mechanical Schedules	02/08/2008
90.00	Legend, Abbreviations & Schedules	02/08/2008
90.01	Terrace Level Plan - Lighting & Power	02/08/2008
90.02	First Floor Plan - Lighting & Power	02/08/2008
90.03	Second Floor Plan - Lighting & Power	02/08/2008
90.04	Third Floor Plan - Lighting & Power	02/08/2008
90.05	Fourth Floor Plan - Lighting & Power	02/08/2008
90.06	Fifth Floor Plan - Lighting & Power	02/08/2008
91.01	Part Plans	02/08/2008
92.01	Electrical Site Distribution System	02/08/2008
92.02	Details	02/08/2008
92.03	Special System Block Diagrams	02/08/2008
93.01	Power Riser	02/08/2008
93.02	Special System Risers & Details	02/08/2008
94.01	Panel Schedules	02/08/2008
HC STDS.	Standards	02/08/2008
Unit A3	Unit Plans - Arch., Struct., M/E/P	02/08/2008
Unit C1	Unit Plans - Arch., Struct., M/E/P	02/08/2008
Unit C1h	Unit Plans - Arch., Struct., M/E/P	02/08/2008
Unit C4.5	Unit Plans - Arch., Struct., M/E/P	02/08/2008
Unit C8M	Unit Plans - Arch., Struct., M/E/P	02/08/2008
Unit DTLS.	Standards	02/08/2008
Unit E1	Unit Plans - Arch., Struct., M/E/P	02/08/2008
Unit E2	Unit Plans - Arch., Struct., M/E/P	02/08/2008
Unit E3	Unit Plans - Arch., Struct., M/E/P	02/08/2008
Unit E3M	Unit Plans - Arch., Struct., M/E/P	02/08/2008
Unit E4	Unit Plans - Arch., Struct., M/E/P	02/08/2008
Unit F12M	Unit Plans - Arch., Struct., M/E/P	02/08/2008
Unit F3	Unit Plans - Arch., Struct., M/E/P	02/08/2008
Unit F3M	Unit Plans - Arch., Struct., M/E/P	02/08/2008
Unit F4	Unit Plans - Arch., Struct., M/E/P	02/08/2008
Unit G10	Unit Plans - Arch., Struct., M/E/P	02/08/2008
Unit G4	Unit Plans - Arch., Struct., M/E/P	02/08/2008
Unit G6	Unit Plans - Arch., Struct., M/E/P	02/08/2008
Unit H1	Unit Plans - Arch., Struct., M/E/P	02/08/2008
Unit K1	Unit Plans - Arch., Struct., M/E/P	02/08/2008

Unit STDS.

Standards

Cost Code: 512RB24 - 48400-092501

02/08/2008

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## EXHIBIT "B"

### SUBCONTRACTOR SCOPE OF WORK

#### EXHIBIT "B" SCOPE OF WORK Drywall

In addition to the work generally described in this agreement, the subcontractor (Winchester Group, Inc.) shall provide all materials, labor, equipment, tools, shop drawings, submittals, transportation, taxes, insurance, insurance, support functions, and any other items or services necessary for and reasonably incidental to the proper execution of the work, to complete the Drywall, Acoustical Ceiling Tile and Insulation work for the Maris Grove Residential Building 2.4 project, including link to RB2.2, in accordance with the Drawings and Specifications prepared by Marks, Thomas Architects dated February 08, 2008 in general, Specification Sections 07210 Building Insulation, 09255 Gypsum Board Assemblies and 09511 Acoustical Tile Ceilings in particular, and in compliance with all applicable codes and regulations. The work shall include, but is not limited to the following:

#### A. General Scope of Work:

1. Work hours for all trades will only be permitted on Monday thru Friday from 7:05am to 5:00pm. All Saturday, Sunday, and work after 5:00pm must be pre-approved by Erickson Construction, LLC during the week prior to when the work is to be performed.
2. Subcontractor shall work Saturdays at no additional cost to make-up for lost days due to inclement weather, other unforeseeable conditions, or as schedule dictates.
3. Complete all work in accordance with mutually agreed upon schedules provided by Erickson Construction, LLC.
4. Subcontractor must properly coordinate all field activities with the appropriate Erickson Construction, LLC Project Superintendent.
5. Authorized representatives of the subcontractor must attend weekly progress meetings held at the jobsite. Subcontractor's representatives must be familiar with the project and authorized to conclude matters relating to the work.
6. Subcontractor must provide full-time, English speaking, on-site supervision at all times during their work.
7. Subcontractor shall provide all necessary manpower and equipment to receive, unload, store-on-site, stock, lift, and hoist all materials furnished and/or installed by this Subcontractor.

8. Maintain onsite an regularly update one (1) set of As-Built Drawings throughout the project's duration and provide upon completion three (3) copies of As-Built Drawings.
9. Provide all standard and special warranties in accordance with the Contract Documents.
10. Furnish seven (7) sets of O & M manuals.
11. Subcontractor shall be responsible for the equal performance of any item proposed or provided in lieu of the specified item.
12. Subcontractor shall coordinate the location of cranes, delivery vehicles, other equipment and materials with the Erickson Construction, LLC Project Superintendent.
13. All delivery and freight costs to the jobsite are included.
14. Do not install signs, or other advertising, on fencing or buildings around the project except those specifically required for safety or traffic purposes. Any or all signs are subject to Erickson Construction LLC approval.
15. Subcontractor will review and enforce the Erickson Construction smoking policy, and will distribute a copy of this policy to all persons who work for them.
16. Music will not be tolerated at any time.
17. Subcontractor must have a valid Concord Township contractor license.
18. Subcontractor must have an English speak foreman on site at all times.
19. All applicable local, commonwealth, and federal taxes are included.
20. The subcontractor must either hold weekly tool box safety talks and hand in the minutes and sign in sheet to the superintendent or attend Erickson Construction's weekly tool box safety talk.
21. Subcontractor must provide full-time, English speaking, on-site supervision at all times during their work. This includes anytime piece work is being done. Supervision will be an employee of the Subcontractor with whom Erickson Construction LLC has a signed contract.
22. Arrange for, obtain, and pay for all permits, inspections, bonds, licensing, and fees required for the completion of this scope of work. Perform and provide for all tests and inspections as required by the authorities having jurisdiction and the Contract Documents.
23. Subcontractor understands all construction vehicles and employees must use only the designated construction entrances and park only in designated areas. Any subcontractor owned vehicle, subcontractor employee vehicles, subcontractor equipment, subcontractor's tier subcontractors and/or suppliers exiting or entering the job site other than as stipulated above will result in a minimum fine of \$500.00 per occurrence to Subcontractor. The fine amount will be deducted from the contract between Erickson Construction LLC and Subcontractor via change order each month.

24. Erickson Construction LLC will provide designated areas for the subcontractor to keep all of its operations, storage, trailers, etc. if the site conditions allow for storage areas. No equipment, materials, trailers, etc. can be stored outside the storage area without specific permission of Erickson Construction LLC.
25. **Material Storage:** All material must be stored in an area designated by the Project Superintendent and in such a manner that does not create a safety hazard to any structure or personnel and in an area designated. Subcontractor is responsible for any damage caused by improper materials stocking. Excess material and equipment must be removed in a timely manner. Subcontractor must protect from the elements all stored materials furnished and/or installed under this agreement. Subcontractor shall replace all materials damaged from improper storage.
26. **Clean-Up:** Subcontractor is responsible for the daily cleanup and disposal of all trash generated by their activities to a dumpster provided by Erickson Construction, LLC. On a daily basis the Subcontractor must promptly remove their trash and leave the work area broom clean. The Subcontractor shall have sufficient labor on site to keep their work areas clean and orderly on a daily basis so as to allow other trades access and to maintain a safe working environment.
27. Subcontractor will provide labor for a composite clean-up crew as required by Erickson Construction LLC.
28. Subcontractor understands and agrees that all extra work orders or Time & Material tickets must be signed on a daily basis by an authorized representative of Erickson Construction, LLC.
29. Subcontractor shall provide all required submittals, including product data, inspection and test reports, certifications, shop drawings, and samples in accordance with the Contract Documents. Subcontractor shall provide all attic stock materials in accordance with the Contract Documents.
30. Subcontractor shall strictly adhere to all manufacturers' written instructions. Subcontractor shall advise, in writing, immediately any discrepancies between the manufacturer's written instructions and the Contract Documents.
31. Coordinate all work performed under the terms of this contract with Erickson Construction LLC. Subcontractor's failure to properly coordinate the work shall result in the subcontractor reworking his work to make it fit at the direction of Erickson Construction LLC.
32. 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 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. 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 levied by Erickson Construction, LLC due to 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 may be required to 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.

B. Drywall Scope Issues:

1. Furnish and install all interior framing and drywall work in accordance with the Contract Documents including:
  - a. Complete layout of all light gauge interior partitions in the building and exterior partitions at the links. Control points to be provided by General Contractor.
  - b. Install all metal gauge blocking and wood blocking for installation of cabinets, handrail, package shelves, toilet and bath accessories, fire extinguishers, and fire extinguisher cabinets.
  - c. Furnish, unload, distribute and stock all materials covered under this Contract.
  - d. Gauge of all installed metal stud partitions to be as specified in the Contract Documents.
  - e. All installed drywall thickness & ratings as specified in the Contract Documents.
  - f. Construct complete shaft wall systems as specified in the Contract Documents.
  - g. Shaft walls for duct enclosures as shown on drawings.
  - h. All installed wall and ceiling insulation thickness and fire ratings to be as specified in the Contract Documents.
2. All Work to be performed that is not clearly specified or set out in the Specifications or Drawings shall be in accordance with the recommendations of the most current issue of the U.S. Gypsum Handbook. Failure to adhere to the recommendations set out therein shall result in the Subcontractor replacing or repairing any deficiencies in its Work at no extra cost to the Contractor. Drawings or Specifications, which conflict with the current issue of the U.S. Gypsum Handbook, shall be brought to the attention of the Contractor.
3. Subcontractor is responsible for all lifting, hoisting and rigging of materials.
4. Metal studwork and other metal framing performed by the Subcontractor shall meet the quality and installation standards as set out by the U.S. Gypsum Handbook. The orientation of the studs and the fastening system shall strictly comply with the recommendations set out in the U.S. Gypsum Handbook.
5. Furnish and install all resilient channel as shown on the construction documents.
6. It is agreed and mutually understood that other Trades must perform some work in the metal studwork, such as roughing in, and some damage will result to the Subcontractor's Work as a result of these actions. The Subcontractor shall replace without charge to the Contractor a reasonable amount of damaged studs. Should the damage become extensive in the opinion of the Subcontractor it shall petition the Contractor in writing to help find a remedy that mitigates the damages to an acceptable level. If the Contractor cannot affect a reasonable

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solution, the Subcontractor shall petition the Contractor to obtain financial relief for the damages from the offending party.

7. All metal Stud Work shall be plumb and free from warpage. Studs must be properly fastened and braced if required.
8. The Subcontractor shall assure a proper fit where vanities, tub enclosures, or other items are to be incorporated in the Work. If required, the Subcontractor shall make adjustments to achieve the proper fit without extra costs to the Contractor. Additionally, the Subcontractor shall coordinate with tub installation to maintain fire rating of walls adjacent to the tub. Subcontractor shall have access to all product cut sheets and Shop Drawings available to the Contractor which may help the Subcontractor in this regard.
9. Coordinate with the mechanical, electrical, and sprinkler trades or any other trade performing work within the metal partitions. It is the responsibility of the Subcontractor to see that the fire rating and structural integrity is maintained within the systems installed under this Contract.
10. Install drywall, and any other gypsum related products as shown in the Contract Documents and as recommended by the U.S. Gypsum Handbook. Include any fire taping that may be required to maintain fire ratings. Subcontractor shall provide 5 U.S. Gypsum Handbooks to General Contractor for reference.
11. Where mechanical, electrical and other items are incorporated in or recessed into a fire rated assembly provide drywall encasement of these items to maintain the intended fire resistance rating of the assembly (only where indicated per plan).
12. Where ducts, pipes, conduits or other items pass through fire rated assemblies, patch around these openings with fire stopping to restore the intended fire resistance rating of the assembly allowing the required annular space for MEP fire stopping. (minimum 1/2").
13. The method of fastening gypsum board to studs shall be as set out in the Specifications or, in the event this item is not sufficiently addressed in the Specifications, the fastening system shall be as recommended for the particular service by the U.S. Gypsum Handbook.
14. All gypsum board shall be stored in such a manner that does not create a safety hazard to the structure or to personnel working around the stocked material. Additionally, the board shall be properly protected from the elements. Any gypsum board that becomes wet to the point that the core is wet or has been discolored shall not be used in the Work. If a discrepancy arises in this regard as to the condition of the gypsum product the Contractor may require the Subcontractor to have an authorized representative of the gypsum product in question visit the job site and inspect the material. This representative shall, in writing, render an opinion as to the condition of the material and whose opinion the Contractor will accept.
15. As soon as the gypsum board has been completely hung in any area the Subcontractor shall remove all trash and debris generated by its work to an onsite dumpster provided by Erickson.
16. Beams, columns, and other structural items that require drywall encasement for fire

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protection shall be placed in a manner consistent with the requirements of drawings and specifications.

17. Sound and thermal insulation shall be installed in a manner consistent with industry standards and per manufacturer's recommendations. Assure that insulation fits snugly between the studs and within the partition. Furnish and install sound attenuation boards shown or required in partitions.
18. When applying multi-layer drywall applications, adhere to the recommendations of the U.S. Gypsum Handbook. Repair, without extra cost to the Contractor, any weather damage. Damage repair must comply with recommendations as stated above.
19. The Contractor will provide general lighting and temporary power and wiring throughout the structure while the Subcontractor shall provide specific task lighting required to finish its work.
20. Take whatever precautions necessary to protect the work from the elements. Apply drywall finishes at temperatures recommended in the U.S Gypsum Handbook. Repair, without extra cost to the contractor, weather damaged drywall. Damage repair must comply with recommendations as stated above. (Erickson Construction, LLC will provide a schedule to the subcontractor to reference for starting their work. The subcontractor will then protect his work from the elements as it is necessary).
21. Provide corner beads, expansion joints and other trim items required by the Contract Documents to provide a finished system.
22. Tape, float, and sand to produce the specified level of finish that is required by the specifications. Point up any irregularities prior to and after prime painting. Point up shall be done in two stages. The first point up is to be done after the trim and the prime coat of paint. The second point up is to be done after the first finish coat and cabinetry is installed but prior to the final coat of paint. Pay particular attention to thoroughly patch penetrations under cabinets, vanities, and appliances or any other area where rodents could enter. It is the Subcontractor's responsibility to seal all drywall penetrations even those that are found after owner occupancy by Maris Grove operational staff. The Contractor shall notify and schedule this point up operation with the Subcontractor.
23. After all finishing operations, clean joint compound, sanding dust, and other plaster products from metal doorframes, floors, and other surfaces. If joint compound is spilled on the floors, scrape floors and leave them in a condition acceptable to the Contractor. Subcontractor shall not use metal scrapers, Goof Off or scuff pads to remove drywall mud from Countertops, vanities, glass or an other surface.
24. Nothing in this scope of work shall relieve the Subcontractor from complying with the Contract Documents, Concord Township, Delaware County, or national Building codes (only if township's request complies with plans).
25. If excessive point up is required after painting operations the Subcontractor shall hold the Contractor harmless from the extra cost.

26. It is the subcontractor's responsibility to provide qualified labor to complete all point up and punch list items. Erickson Construction may not provide any punch out labor. Erickson Construction will supplement the subcontractor's labor and back charge the subcontractor for any work that the subcontractor fails to complete in the agreed upon amount of time.
27. Provide sufficient support for any items such as lights and diffusers to safely adequately support those items while completing this subcontractor's work. MEP subcontractors will supply their own supports for lights and diffusers. Ceiling suspension system shall be solely supported from the building structure. This suspension system shall be per the Contract Documents and the U.S. Gypsum Handbook or whichever is the more stringent.
28. Make proper cuts in acoustical tile to receive sprinkler heads, fixtures, etc. in a neat and workmanlike manner. Replace tiles cut irregularly around escutcheons, frames, etc.
29. Furnish and install any required thermal or sound insulation on top of acoustical ceiling (if indicated per plans).
30. Subcontractor agrees to make any repairs or modifications necessary to exterior wall sheathing as necessary to provide an acceptable substrate for scheduled exterior finishes. Subcontractor can access work area via Scaffold. The Subcontractor before repair work is done will verify that the repair or modification in conjunction with the Project Superintendent is not due to the incorrect installation of the panel.
31. A project two-week look-ahead schedule will be distributed in the field to all Subcontractors. If, due to the fault of the Subcontractor, Saturdays are needed to make up time on this schedule they will be required to do so. Otherwise, Saturdays are to be makeup days for days lost during the week.
32. Subcontractor must have a valid Concord Township License.
33. All applicable sales tax is included.
34. Cost of required Payment & Performance Bond is included in the contract amount.

END OF EXHIBIT 'B'

**EXHIBIT "C"**

**SUBCONTRACTOR SCHEDULE OF VALUES**

1. Subcontractor agrees to perform the Work in accordance with the terms and provisions of the Subcontract and in accordance with the Contract Documents. Subcontractor shall perform the Work as detailed and in accordance with the Subcontract Analysis for the sum of \$1,084,000.00.

# Winchester Group, Inc.

7511-A PULASKI HIGHWAY

BALTIMORE, MARYLAND 21237-2531

PHONE: 410-866-8800 • FAX: 410-866-3125

June 10, 2008

Erickson Construction, L.L.C.  
Maris Grove, Concord Campus  
115 Brinton Lake Road  
Glen Mills, PA 19342

Attention: Mike Nasife / Jim Stearns

Reference: Residential Building # 2.4

We are submitting our " Revised " schedule of values for the above referenced project as follows:

	Terrace	1st. Floor	2nd. Floor	3rd. Floor	4th. Floor	5th. Floor
<b>Interior Metal Framing</b>						
Material	\$16,775.00	\$28,700.00	\$28,600.00	\$28,600.00	\$28,600.00	\$31,855.00
Installation	\$16,295.00	\$28,020.00	\$27,865.00	\$27,865.00	\$27,865.00	\$28,000.00
<b>Building Insulation</b>	\$15,225.00	\$23,280.00	\$23,420.00	\$23,420.00	\$23,420.00	\$69,400.00
<b>Acoustical ceilings</b>						
Material	\$3,250.00	\$4,600.00	\$4,385.00	\$4,385.00	\$4,385.00	\$4,345.00
Grid installed	\$620.00	\$880.00	\$835.00	\$835.00	\$835.00	\$830.00
Tile installed	\$380.00	\$540.00	\$515.00	\$515.00	\$515.00	\$510.00
<b>Drywall</b>						
Material	\$21,880.00	\$38,920.00	\$39,900.00	\$39,900.00	\$39,900.00	\$48,060.00
Hung	\$12,445.00	\$21,995.00	\$22,495.00	\$22,495.00	\$22,495.00	\$27,065.00
Finished	\$10,015.00	\$17,690.00	\$18,095.00	\$18,095.00	\$18,095.00	\$21,770.00
Sanded	\$1,625.00	\$2,870.00	\$2,935.00	\$2,935.00	\$2,935.00	\$3,530.00
Point Up	\$2,975.00	\$5,260.00	\$5,380.00	\$5,380.00	\$5,380.00	\$6,470.00
Clean Up	\$2,280.00	\$4,025.00	\$4,125.00	\$4,125.00	\$4,125.00	\$4,935.00
<b>Bonding</b>	\$14,815.00					
<b>Totals</b>	<b>\$1,077,780.00</b>	<b>\$103,765.00</b>	<b>\$176,780.00</b>	<b>\$178,550.00</b>	<b>\$178,550.00</b>	<b>\$246,770.00</b>

Drywall • Metal Studwork • Acoustics • Insulation • Clean-Up Services

*[Handwritten signature]*  
*[Handwritten initials]*

# Winchester Group, Inc.

7511-A PULASKI HIGHWAY

BALTIMORE, MARYLAND 21237-2531

PHONE: 410-866-8800 • FAX: 410-866-3125

June 10, 2008

Erickson Construction, L.L.C.  
Maris Grove, Concord Campus  
115 Brinton Lake Road  
Glen Mills, PA 19342

Attention: Mike Nasife / Jim Stearns

Reference : Link RB # 2.4 to RB # 2.2

We are submitting the schedule of values for the above referenced project as follows:

<b>Exterior Metal Framing</b>		
Material		\$1,755.00
Installation		\$1,135.00
<b>Exterior Sheathing</b>		
Material		\$435.00
Installation		\$205.00
<b>Interior Metal Framing</b>		
Material		\$365.00
Installation		\$495.00
<b>Building Insulation</b>		\$695.00
<b>Acoustical ceilings</b>		
Material		\$230.00
Grid installed		\$50.00
Tile installed		\$50.00
<b>Drywall</b>		
Material		\$310.00
Hung		\$210.00
Finished		\$170.00
Sanded		\$25.00
Point Up		\$50.00
Clean Up		\$40.00
<b>Bonding</b>	N/A	
<b>Totals</b>	<b>\$6,220.00</b>	<b>\$6,220.00</b>

*Drywall • Metal Studwork • Acoustics • Insulation • Clean-Up Services*

KMC

**Exhibit "D.1"**

**115 Brinton Lake Road**

**Glen Mills, PA, 19342**

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 20<sup>th</sup> 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 20<sup>th</sup> of the month*, your payment will be delayed until the following months payment cycle.**





**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, LLC.**  
**Corporate Office**  
**991 Corporate Blvd.**  
**Linthicum, 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 Officers 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.**

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

STATE OF:

COUNTY OF:

Original Contract Amount:	\$	_____
Approved Change Orders:	\$	_____
Adjusted Contract Amount\$		_____
Completed to Date:	\$	_____
Retention:	\$	_____
Total Earned (Less Retention):	\$	_____
Previous Payments:	\$	_____
Current Payment:	\$	_____
Contract Balance:	\$	_____

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

The UNDERSIGNED being duly sworn states that he is the \_\_\_\_\_ (title)  
of \_\_\_\_\_ (firm) who has a contract with \_\_\_\_\_  
for furnishing \_\_\_\_\_ for the improvements being erected on  
real estate known and identified as Maris Grove Residential Building 2.4 located in \_\_\_\_\_  
County, State of \_\_\_\_\_ and owned by \_\_\_\_\_.

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

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

Signed this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_ Contractor/Supplier/Subcontractor  
\_\_\_\_\_  
Signature & Title (Must be an Officer)

Signed and sworn to before me this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_

My Commission Expires: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public Signature

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

STATE OF: \_\_\_\_\_ )  
 ) S.S.  
 COUNTY OF: \_\_\_\_\_ )

Original Contract Amount: \$ \_\_\_\_\_  
 Approved Change Orders: \$ \_\_\_\_\_  
 Adjusted Contract Amount: \$ \_\_\_\_\_  
 Completed to Date: \$ \_\_\_\_\_  
 Retention: \$ \_\_\_\_\_  
 Total Earned (Less Retention): \$ \_\_\_\_\_  
 Previous Payments: \$ \_\_\_\_\_  
 Current Payment: \$ \_\_\_\_\_  
 Contract Balance: \$ \_\_\_\_\_

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

The UNDERSIGNED being duly sworn states that he is the \_\_\_\_\_ (title)  
 of \_\_\_\_\_ (firm) who has a contract with \_\_\_\_\_  
 for furnishing \_\_\_\_\_ for the improvements being erected on real  
 estate known and identified as Maris Grove Residential Building 2.4 located in \_\_\_\_\_  
 County, State of \_\_\_\_\_ and owned by \_\_\_\_\_.

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

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
 Contractor/Supplier/Subcontractor

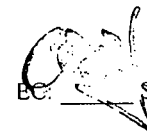
By:

\_\_\_\_\_  
 (Title)

Signed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
 Notary Public

EC:  Sub: KMC


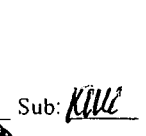
**EXHIBIT "G1"**  
**Instructions for Exhibit "G"**

**ERICKSON CONSTRUCTION, LLC.**  
**Corporate Office**  
**991 Corporate Blvd.**  
**Linthicum, Maryland 21090**  
**Attn: Accounts Payable Clerk**

**EXHIBIT G – VENDOR/TEIR SUBCONTRACTOR LIST**

The attached Vendor/Tier Subcontractor List (Exhibit G) from must be fully completed, properly executed by authorized Corporate Officer or Owner/Proprietor with Original Signatures, Notarized and must be in our office at the above address no later than the 20<sup>th</sup> day of the month.

If you Vendor/Tier Subcontractor list (Exhibit G) is not fully executed and received on a timely basis, i.e. no later that the 20<sup>th</sup> day of the month, previous payment not covered by a current waiver of lien will be deducted from your expected payment.

EC:  Sub: 

## EXHIBIT "G"

### Vendor/ Tier Subcontractor List

Please Identify below on the spaces provided the names of all tier subcontractors and/or vendors who will supply materials and/or services whose value will exceed \$1000.00 to the referenced project, the contact parson, addresses and telephone numbers for each.

Company Name ..... HILTI  
 Contact ..... Steve Harris  
 Address ..... P.O. Box 21148, Tulsa, OK 74121  
 Telephone ..... 1-800-879-8000  
 Fax ..... 1-800-879-7000

Company Name ..... Devere Insulation Company  
 Contact ..... Bob Devere  
 Address ..... 7501 Resource Ct., Baltimore, MD 21226  
 Telephone ..... 410-766-7408  
 Fax ..... 411-760-6542

Company Name ..... Raven Crane & Equipment., LLC.  
 Contact ..... Jim Rex  
 Address ..... 301 Water Street, Wilmington, DE, 19804  
 Telephone ..... 302-633-2488  
 Fax ..... 302-633-2988

Company Name ..... Ciesco Inc.  
 Contact ..... Anthony Cacciavillani  
 Address ..... 299 Boot Road, Suite300, Downingtown, PA 19335  
 Telephone ..... 610-518-2233  
 Fax ..... 610-518-2236

Company Name ..... Myers Mainenance Company, L.C.C.  
 Contact ..... Bill Myers  
 Address ..... 900 North Delsea Drive, Clayton, New Jersey 08312  
 Telephone ..... 856-307-2340  
 Fax ..... 856-307-2344

Company Name .....  
 Contact .....  
 Address .....  
 Telephone .....  
 Fax .....

Company Name .....  
 Contact .....  
 Address .....  
 Telephone .....  
 Fax .....

Company Name .....  
 Contact .....  
 Address .....  
 Telephone .....  
 Fax .....

Company Name .....  
 Contact .....  
 Address .....  
 Telephone .....  
 Fax .....

## EXHIBIT "H" Schedule B INSURANCE

Subcontractor shall obtain insurance of the types and in the amounts described below:

TYPE OF COVERAGE	AMOUNT OF COVERAGE (LIMITS)
<u>AD.1 Worker's Compensation</u>  <u>Employer's Liability</u>	Statutory Limits (set by states)  Bodily Injury by Accident = \$100,000. Ea. Accident Bodily Injury by Disease = \$500,000. Policy Limit Bodily Injury by Disease = \$100,000. Ea. Employee
<u>AD.2 Commercial General Liability:</u> written on ISO occurrence form and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).  <u>The policy must not be limited by Residential construction exclusions that are applicable to the work performed under this agreement.</u>	<u>Occurrence Form, minimum required limits:</u>  General Aggregate Limit (other than Products/Completed Operations): \$1,000,000.  Products/Completed Operations Aggregate Limit: \$1,000,000.  Each Occurrence Limit: \$1,000,000.  Personal Injury & Advertising Injury Limit: \$1,000,000.  Contractual Liability: \$1,000,000.
<u>AD.3 Business Auto Liability:</u> covering any automobile, including hired and non-owned auto's	Minimum required limits:  Bodily Injury Each Person: \$1,000,000. Bodily Injury Each Accident: \$1,000,000. Property Damage Each Accident: \$1,000,000.  Or, \$1,000,000. combined bodily injury and property damage each accident limit for all of the above
<u>AD.4 Commercial Umbrella Insurance Policy:</u> or Excess Liability coverage applicable to Employers Liability, General Liability, and Automobile Liability and meeting at least the same coverage requirements under each as stated above.	<u>Occurrence Form, minimum required limits:</u>  \$4,000,000. each occurrence \$4,000,000. aggregate
<u>AD.5 Property Insurance:</u> covering all personal property including rented, leased or borrowed tools and equipment brought on site by Subcontractor. Subcontractor hereby waives all right of recovery against Contractor, its parent company, Owner, and Operator for loss or damage to such property however caused.	Replacement Cost or Actual Cash Value

(\*Refer to Article 12.1.2 for additional insured requirements.)

## EXHIBIT "I"

### Payment Bond

#### AIA Document A312 – Electronic Format

- Subcontractor must include the name of the Owner and Lender as Dual Oblige.
- Subcontractor may provide this information in the form of a Dual Oblige Rider.
- Two original copies of all bonds are required and should be forwarded to the Corporate Office located at: 991 Corporate Blvd., Linthicum, MD 21090.

## EXHIBIT "J"

### Performance Bond

#### AIA Document A312 – Electronic Format

- Subcontractor must include the name of the Owner and Lender as Dual Oblige.
- Subcontractor may provide this information in the form of a Dual Oblige Rider.
- Two original copies of all bonds are required and should be forwarded to the Corporate Office located at: 991 Corporate Blvd., Linthicum, MD 21090.



**Erickson**  
construction, LLC

**Transmittal**

**Project** [512RB24] - Maris Grove  
Residential Building 2.4

**View Date** 09/16/08

Erickson Construction, L.L.C.  
115 Brinton Lake Road  
Glen Mills, PA 19342  
(484) 840-2840

**Transmittal No.** 512RB24

**To** Mr. Kevin Conley  
WINCHESTER GROUP, INC.  
7511-A Pulaski Highway  
Baltimore, MD 21237

**From:** Kathy Gurnee (Erickson Construction,  
L.L.C.) *KWG*

**Subject** Fully Executed Subcontract

**Date** 09/16/08

**Items listed are being sent**

☒ Enclosed

☐ Under Separate Cover

**Via** Ground - UPS

**CSI Code** 092501 - Drywall Contract

**cc File**

We are transmitting the following to you:

☐ Product Data

☐ Samples

☐ Shop Drawings

☐ O&M Manuals

☐ Plans

☐ Architectural Drawings

☐ Letters

☐ Specifications

☐ Prints

☐ Addenda

☐ Engineering Drawings

☐ Change Orders

☐ Submittal

**Fully Executed Contract**

**Remarks** Kevin,

Enclosed for your records, please find one fully executed subcontract for the following:

- Maris Grove - RB 2.4 (512RB24 - 48400 - 092501)

Thanks.

Kathy Gurnee

Received By

Printed Name

Date

Job #245MAR  
Job Name: Maris Grove RB 2.4  
Interior

# CIVIL COURT SHEET AND ENTRY OF APPEARANCE

## Delaware County Court of Common Pleas

Court Term & No.

10-589

1. Case Caption:

WINCHESTER GROUP, INC.

v.

CONCORD CAMPUS, LP, et al.

☐ Jury  
☒ Non Jury  
☐ Arbitration  
(\$0-\$50,000)

2a. Plaintiff(s)  
(Name and address)

Winchester Group, Inc.  
7511-A Pulaski Highway  
Baltimore, MD 21237

2b. Defendant(s)  
(Name and address)

Concord Campus, LP  
c/o CT Corporation System  
116 Pine Street, Suite 320  
Harrisburg, PA 17101

Concord Campus, LP  
c/o CT Corporation System  
116 Pine Street, Suite 320  
Harrisburg, PA 17101

3a. Related Cases? ☐ Yes ☒ No  
If yes, show Caption and Case Numbers

3b. Case Subject to Coordination Order? ☐ Yes ☒ No  
If yes, show Caption and Date of Order

4. Entry of Appearance

FILED  
2010 JAN 19 PM 4:05  
OFFICE OF  
JUDICIAL SUPPORT  
DELAWARE CO. PA.

David M. Burkholder, Esquire

Attorney for party name above (Please print)

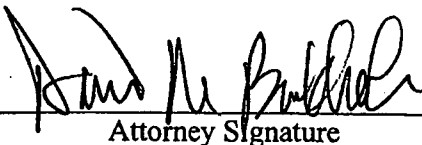
89162

Attorney I.D. Number

Address: Powell, Trachtman, Logan, Carrle & Lombardo, P.C.  
475 Allendale Road  
Suite 200  
King of Prussia, PA 19406

Telephone: (610) 354-9700 Fax: (610) 354-9760

E-mail: [dburkholder@powelltrachtman.com](mailto:dburkholder@powelltrachtman.com)

  
Attorney Signature

January 19, 2010

Date

Reverse side must be completed

Choose only the one description which best reflects the principal type of case or relief sought from the list.

### Case Description

<b>APPEAL</b>		<b>Intentional Tort</b>	
<b>Minor Court</b>		<u>Conversion</u>	
Money Judgment	_____	Assault and Battery	_____
Landlord and Tenant	_____	Libel and Slander	_____
Code Enforcement	_____	Defamation	_____
Personal Injury	_____	Employment/Wrongful Discharge	_____
Breach of Contract	_____	False Imprisonment	_____
Other _____	_____	Fraud	_____
		Malicious Prosecution	_____
<b>Local Agency</b>		Negligence	_____
Civil Service	_____	Motor Vehicle	_____
Motor Vehicle	_____	Real Property	_____
Licenses and Inspections	_____	Premises Liability	_____
Liquor Control Board	_____	Product Liability	_____
Tax Assessment Boards	_____	Toxic Tort	_____
Zoning Board	_____	Asbestos	_____
Other _____	_____	DES	_____
		Implant	_____
		Toxic Waste	_____
		Other _____	_____
<b>PROCEEDINGS COMMENCED BY PETITION</b>		Professional Malpractice	_____
Appointment of Arbitrators	_____	Dental	_____
Change of Name	_____	Legal	_____
Compel Medical Examination	_____	Medical	_____
Election Matters	_____	Other _____	_____
Eminent Domain	_____	Equity	_____
Leave to Issue Subpoena	_____	Real Property	_____
Mental Heal Proceedings	_____	Stockholders Derivative Action	_____
Other _____	_____	Waste Prevention	_____
		Other Unjust Enrichment	_____
<b>CIVIL ACTIONS COMMENCED BY WRIT OF SUMMONS OR COMPLAINT</b>		Declaratory Judgment	_____
Abuse of Process	_____	Ground Rent	_____
Action for Wrongful Death	_____	Mandamus	_____
Class Action	_____	Real Property	_____
Confession of Judgment/Money	_____	Ejectment	_____
Confession of Judgment/	_____	Quiet Title	_____
Real Property	_____	Mortgage Foreclosure	_____
Contract	_____	Mechanics Lien	✓
Construction	_____	Partition	_____
Insurance/Bad Faith	_____	Prevent Waste	_____
Negotiable Instruments	_____	Replevin	_____
Other _____	_____	Saving Action Um/Uim	_____
		Quo Warranto	_____
		Other _____	_____

**POWELL, TRACHTMAN, LOGAN,  
CARRLE & LOMBARDO, P.C.**

By: David M. Burkholder  
Attorney ID No. 89162  
475 Allendale Road, Suite 200  
King of Prussia, PA 19406  
Telephone: (610) 354-9700  
Fax: (610) 354-9760

*Attorneys for Claimant,  
Winchester Group, Inc.*

WINCHESTER GROUP, INC.,

Claimant,

v.

CONCORD CAMPUS, LP and STRATEGIC  
CONCORD LANDHOLDER, LP,

Defendants/Owners.

COURT OF COMMON PLEAS  
DELAWARE COUNTY

CIVIL ACTION

NO. \_\_\_\_\_

FILED  
2010 JAN 19 PM 4:05  
OFFICE OF  
JUDICIAL SUPPORT  
DELAWARE CO. PA.

**MECHANIC'S LIEN CLAIM**

Claimant, Winchester Group, Inc. ("Winchester"), by and through its attorneys, Powell, Trachtman, Logan, Carrle & Lombardo, P.C., hereby files this Mechanic's Lien Claim pursuant to 49 P.S. § 1101, et seq. In support of this claim, Winchester avers as follows:

1. Claimant: Claimant is Winchester, a Maryland corporation with its principal place of business located at 7511-A Pulaski Highway, Baltimore, Maryland 21237. Winchester files this claim as a subcontractor.

2. Owners: Upon information and belief, the name and address of the owners of the subject property, described below, are Concord Campus, LP, 701 Maiden Choice Lane, Baltimore, Maryland 21228, and Strategic Concord Landholder, LP, 3424 Peachtree Road NE, Suite 800, Atlanta, Georgia 30326, both of whom use CT Corporation System, 116 Pine Street, Suite 320, Harrisburg, Pennsylvania 17101 as their registered agent for service of process. It is

believed and therefore averred that Concord Campus, LP and Strategic Concord Landholder, LP own the real property at issue either each individually or jointly with one another.

3. Date of Completion: Winchester last performed work at the subject property on July 22, 2009, less than six months prior to the date of the filing of this claim.

4. Person with Whom Claimant Contracted and Notices: Winchester contracted with Erickson Construction, LLC for the work that is the subject of this claim. Winchester served formal notice of its intention to file this claim, pursuant to 49 P.S. § 1501, on Owners, Concord Campus, LP and Strategic Concord Landholder, LP, via Certified U.S. Mail, with return receipt requested. Copies of the Formal Notice of Intention to File Mechanic's Lien and the proofs of certified mailing are attached hereto collectively as Exhibit "A."

5. Contracts: Owner Concord Campus, LP entered into an agreement with prime contractor Erickson Construction, LLC in connection with the erection and new construction of Maris Grove Residential Building 2.4, located at 115 Brinton Lake Road, Glenn Mills, Pennsylvania (the "Project"). Winchester entered into a subcontract with Erickson, dated August 8, 2008 (the "Subcontract"), by which Winchester agreed to perform work on the new construction – which did not consist of any alterations, renovations or repair work – in connection with the Project, as described more fully below. A copy of the subcontract is attached hereto as Exhibit "B."

6. Kind and Character of the Labor and Materials Furnished: Pursuant to the Subcontract, Winchester provided labor and materials in connection with the installation of exterior metal framing, exterior sheathing, interior metal framing, building insulation, acoustical ceilings, drywall, and related improvements, all relating to new construction for the Project.

7. Amount Due: The amount claimed to be due and owing to Winchester is

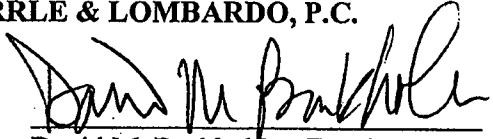
\$108,453.44, which excludes interest and court costs.

8. Description of the Property Subject to the Lien: The subject property is the certain real property known as Maris Grove Residential Building 2.4, 115 Brinton Lake Road, Glen Mills, Pennsylvania. The deed to the subject property, which further describes the property, is located in the Office of the Recorder of Deeds for Delaware County, Pennsylvania in Deed Book 3586 on Page 2019. A copy of the deed is attached hereto as Exhibit "C."

WHEREFORE, Winchester hereby asserts this Mechanic's Lien Claim in the amount of \$108,453.44, plus interest and court costs, against Defendants/Owners, Concord Campus, LP and Strategic Concord Landholder, LP, and the real property described herein.

POWELL, TRACHTMAN, LOGAN,  
CARRLE & LOMBARDO, P.C.

By:

  
David M. Burkholder, Esquire  
475 Allendale Road, Suite 200  
King of Prussia, PA 19406  
Tel: 610.354.9700 / Fax: 610.354.9760  
*Attorneys for Claimant,  
Winchester Group, Inc.*

Of Counsel

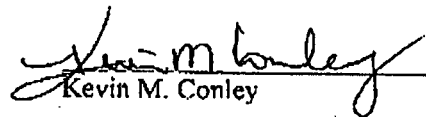
Paul Walter, Esquire  
Tydings & Rosenberg LLP  
100 East Pratt Street, 26th Floor  
Baltimore, MD 21202  
(410) 752-9702  
(410) 727-5460 (fax)

Dated: January 19, 2010

**VERIFICATION**

I, Kevin M. Conley, hereby state that I am authorized by Winchester Group, Inc. to make this verification on its behalf. I further state that the facts set forth in the foregoing Mechanic's Lien Claim are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.

Dated: January 19<sup>th</sup>, 2010

  
Kevin M. Conley



# **EXHIBIT A**



Stradley Ronon Stevens & Young, LLP  
Great Valley Corporate Center  
30 Valley Stream Parkway  
Malvern, PA 19355-1481  
Telephone (610) 640-5800  
Fax (610) 640-1965  
www.stradley.com

Joseph T. Kelleher  
JKelleher@stradley.com  
610.651.2274

December 3, 2009

**Via Certified U.S. Mail  
Return Receipt Requested**

Concord Campus, LP  
701 Maiden Choice Lane  
Baltimore, MD 21228

Concord Campus, LP  
c/o CT Corporation System  
116 Pine Street, Suite 320  
Harrisburg, PA 17101

Strategic Concord Landholder, LP  
3424 Peachtree Road NE, Suite 800  
Atlanta, GA 30326

Strategic Concord Landholder, LP  
c/o CT Corporation System  
116 Pine Street, Suite 320  
Harrisburg, PA 17101

**Re: Subcontract between Erickson Construction, LLC and Winchester Group, Inc., dated August 8, 2008, related to Maris Grove Residential Building 2.4, 115 Brinton Lake Road, Glen Mills, PA (the "Property")**

**SUBCONTRACTOR'S FORMAL NOTICE PURSUANT TO  
49 P.S. § 1501 OF INTENTION TO FILE MECHANIC'S LIEN**

To Whom It May Concern:

Please be advised that this firm represents Winchester Group, Inc. ("Winchester") in connection with the above-referenced matter. In accordance with 49 P.S. § 1501, Winchester hereby provides you with formal notice of its intention to file, within thirty (30) days after service of this notice, a mechanic's lien against the Property for the sum due and owing to Winchester for the services and materials it provided in connection with construction and other capital improvements to the Property. Pursuant to 49 P.S. § 1501(c), Winchester states the following:

- (1) Name of party claimant: Winchester Group, Inc.
- (2) Name of person with whom party claimant contracted: Erickson Construction, LLC
- (3) Amount due: \$108,453.44

Philadelphia, PA • Harrisburg, PA • Malvern, PA • Cherry Hill, NJ • Wilmington, DE • Washington, DC

A Pennsylvania Limited Liability Partnership

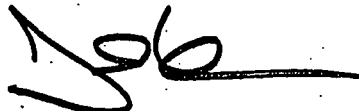
III MERITAS LAW FIRMS WORLDWIDE

Concord Campus, LP  
Strategic Concord Landholder, LP  
December 3, 2009  
Page 2

- (4) General nature and character of the labor and/or materials furnished:  
Services and materials in connection with the installation of exterior metal framing, exterior sheathing, interior metal framing, building insulation, acoustical ceilings, and drywall and related improvements
- (5) Date of completion of the work for which this claim is made: July 22, 2009
- (6) Description of the property subject to the lien: Maris Grove Residential Building 2.4, 115 Brinton Lake Road, Glen Mills, Pennsylvania

Please contact me with any questions regarding this notice.

Sincerely,



Joseph T. Kelleher

cc: Erickson Construction, LLC (via Certified U.S. Mail, Return Receipt Requested)  
Paul Walter, Esquire (via First Class U.S. Mail)  
Mr. Kevin M. Conley (via First Class U.S. Mail)

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		A. Signature X <i>Markus White</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee B. Received by (Printed Name) <i>M. White</i> C. Date of Delivery <i>12/7</i> D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input checked="" type="checkbox"/> No	
1. Article Address <i>Concord Campus, LP</i> <i>701 Maiden Choice Lane</i> <i>Baltimore, MD 21228</i>		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
2. Article Number (Transfer from service label)		91 7108 2133 3935 9479 8082	
PS Form 3811, February 2004		Domestic Return Receipt 102595-02-M-1540	

**CERTIFIED MAIL**



91 7108 2133 3935 9479 8082



Concord Campus, LP  
701 Maiden Choice Lane  
Baltimore, MD 21228

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		A. Signature <i>XCP onces</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: Concord Campus, LP c/o CT Corporation System 116 Pine St. Suite 320 Harrisburg PA 17101		B. Received by (Printed Name)	C. Date of Delivery
		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
		3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
2. Article Number (Transfer from service label)		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
PS Form 3811, February 2004		91 7108 2133 3935 9479 8075	

Domestic Return Receipt

102595-02-M-1540

**CERTIFIED MAIL**



91 7108 2133 3935 9479 8075



Concord Campus, LP  
c/o CT Corporation System  
116 Pine Street, Suite 320  
Harrisburg, PA 17101

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece or on the front if space permits.</li> </ul>		<p>A. Signature  X <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:  <i>Strategic Concord Landholder LP</i>  <i>c/o CT Corporation</i>  <i>116 Pine St., Suite 320</i>  <i>Harrisburg Pa 17111</i></p>		<p>B. Received by (Printed Name) _____ C. Date of Delivery  12809</p>	
<p>2. Article Number  (Transfer from service tag) <b>91 7108 2133 3935 9479 8051</b></p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No  If YES, enter delivery address below: _____</p>	
<p>3. Service Type  <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>PS Form 3811, February 2004</p>		<p>Domestic Return Receipt 102595-02-M-1540</p>	

**CERTIFIED MAIL**



91 7108 2133 3935 9479 8051



Strategic Concord Landholder, LP  
c/o CT Corporation System  
116 Pine Street, Suite 320  
Harrisburg, PA 17101

## **EXHIBIT B**

## SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR

THIS SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR (this "Agreement") is made as of 08/08/2008 by and between ERICKSON CONSTRUCTION, LLC (the "Contractor"), having an address of 703 Maiden Choice Road, Baltimore, Maryland 21228, Attn: Michael Nasife; and Winchester Group, Inc. (the "Subcontractor"), having an address of 7511-A Pulaski Highway, Baltimore, MD, 21237.

### RECITALS

A. The Contractor has made a contract for construction dated as of 05/07/2008 (the "Prime Contract") with Concord Campus, LP (the "Owner"), having an address of 701 Maiden Choice Lane, Baltimore, Maryland 21228. A copy of the Prime Contract containing all provisions applicable to Subcontractor shall be made available to the Subcontractor, upon request, in Contractor's general offices.

B. The Prime Contract is for the provision of labor, materials and services in connection with the construction of [REDACTED] 15 Brinton Lake Road, being part of a project known as Maris Grove, located in Glen Mills, PA (the "Project").

C. The Architect for the Work (as such term is defined in Section 2.1 below) is Marks, Thomas Architects (the "Architect"), having an address of 1414 Key Highway, 2nd Floor, Baltimore, MD, 21230.

D. The Developer of the Project is Erickson Retirement Communities, LLC (the "Developer"), having an address of 701 Maiden Choice Lane, Baltimore, Maryland 21228.

E. The Operator of the Project is Maris Grove Inc. (the "Operator"), having an address of 701 Maiden Choice Lane, Baltimore, Maryland 21228.

NOW THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor hereby agrees to hire the Subcontractor to perform the Work, and the Subcontractor hereby agrees to perform the Work, on the terms and conditions hereinafter set forth in this Subcontract.

### 1. THE SUBCONTRACT DOCUMENTS.

1.1. The Subcontract Documents consist of (1) this Subcontract; (2) provisions of the Prime Contract applicable to the Work, (including all General Conditions to the Prime Contract, and all Drawings and Specifications, as such terms are defined in the Prime Contract); (3) other documents listed in Section 1.2 below; and (4) modifications to this Subcontract issued after execution of this Subcontract. To the extent any terms of this Subcontract are in conflict with the terms of the Prime Contract, the terms of this Subcontract shall control. The Subcontract Documents form the Subcontract, and are as fully a part of this Subcontract as if attached to this Subcontract or repeated herein. The Subcontract represents the entire and integrated Subcontract between the parties hereto and supersedes all prior negotiations, representations or Subcontracts, either written or oral. All initially capitalized terms used herein, unless otherwise defined in this Subcontract, shall have the meanings given such terms in the Prime Contract.

1.2. To the extent not listed directly above, the Subcontract Documents, except for Modifications issued after execution of this Subcontract, are enumerated as follows: (on Exhibit A attached hereto)

### 2. THE WORK OF THIS SUBCONTRACT.

2.1. The term "Work" shall mean and refer to all labor, supervision, materials and services scaffolding, tools, equipment, supplies, hoisting, vertical transportation and all other things necessary for the construction and completion of the work described in Exhibit B and work incidental thereto, in strict accordance and full compliance with the terms of the Subcontract Documents (which are hereby incorporated by reference) and this Subcontract and to the satisfaction of Contractor and the Owner.

2.2. The Subcontractor shall execute the Work described below (or if noted below, on Exhibit B attached hereto), including but not limited to, all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract to be the responsibility, of others:

- Exhibit B, Description of work, attached.
- The Work consists of Drywall Contract (Sub).

2.3. Subcontractor shall carefully examine the Subcontract Documents and shall promptly notify Contractor in writing of any deficiencies, discrepancies, ambiguities or errors before proceeding with the Work.

Sub: [Signature]



Contract Number: 14

2.4 Subcontractor represents that it is fully qualified to perform this Subcontract, and acknowledges that, prior to the execution of this Subcontract, it has (a) by its own independent investigation ascertained (i) the Work required by this Subcontract, (ii) the conditions involved in performing the Work, and (iii) the obligations of this Subcontract and the Contract Documents; and (b) verified all information furnished by Contractor or others satisfying itself as to the correctness and accuracy of that information. Any failure by Subcontractor to investigate independently and become fully informed will not relieve Subcontractor from its responsibilities hereunder.

### 3. CONSTRUCTION SCHEDULE.

3.1. DATE OF COMMENCEMENT: The date of commencement shall be the date of this Subcontract, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Contractor:

Date of Commencement: 06/02/2008

3.1.1. From time to time throughout the term of this Subcontract, the Contractor shall provide the Subcontractor with copies of the Contractor's construction schedule and schedule of submittals, together with such additional scheduling details as will enable the Subcontractor to plan and perform the Work properly. The Subcontractor shall be notified promptly of subsequent changes in the construction and submittal schedules and additional scheduling details.

3.1.2. If requested by Contractor, Subcontractor shall submit detailed schedules for performance of the Subcontract, in a form acceptable to Contractor, which shall comply with all scheduling requirements of the Subcontract Documents. Contractor may from time to time, at its sole discretion, direct Subcontractor to make reasonable modifications and revisions in such schedules.

3.1.3. Subcontractor will proceed with the Work in a prompt and diligent manner, in accordance with Contractor's schedules as reasonably amended from time to time. Subcontractor shall be liable to Contractor for failure to adhere to Contractor's construction schedules including amendments even if such schedules differ from schedules set forth in the Subcontract Documents or the time of completion called for by the Subcontract Documents.

3.1.4. Subcontractor shall be entitled to additional compensation for compliance with schedule amendments or damages for delay only to the extent the Subcontract Documents entitle Contractor to damages or to a contract adjustment increasing the price of the Prime Contract.

3.2. SUBMITTALS. Subcontractor shall make all submittals required by this Subcontract, including shop drawings, test reports, and certificates, within seven (7) days following the Date of Commencement. Subcontractor must revise and resubmit any submittals within seven (7) days after such items are returned to Subcontractor for correction.

### 3.3. SUBSTANTIAL COMPLETION.

3.3.1. The Project shall be substantially completed not later than 06/29/2009, ("Substantial Completion") subject to adjustments as provided in the Subcontract Documents (see Exhibit B attached hereto for details). Subcontractor must complete its Work on the Project in the necessary time sequence to assure that the Project, including the Work and the work of Contractor and all other subcontractor's on the Project, is substantially completed by the date listed above in this Section 3.3.1.

3.4. TIME IS OF THE ESSENCE. Time is of the essence of this Subcontract, subject to any applicable notice and cure periods provided in the Subcontract.

### 4. SUBCONTRACT SUM.

4.1. SUBCONTRACT SUM. The Contractor shall pay the Subcontractor in current funds for performance of the Subcontract the Subcontract Sum of one million eighty-four thousand Dollars and zero Cents (\$1,084,000.00) subject to additions and deductions as provided in the Subcontract.

### 4.2. ALTERNATES.

4.2.1. The Subcontract Sum includes the following alternates, (or if noted below, as set forth on Exhibit C attached hereto), if any, which are described in the Subcontract and have been accepted by the Owner and the Contractor:

  X   See Exhibit C attached.

       Alternates are included in Exhibit C attached:

4.2.2. Contractor reserves the right to have Subcontractor provide the following alternates (or, if noted, as set forth on Exhibit C attached hereto, which alternates are not included in the Subcontract Sum.

Contract Number: 14

☒ See Exhibit C attached.

☐ Reserved Alternates are defined in Exhibit C attached:

4.3. UNIT PRICES. Unit prices, if any (inclusive of overhead and prices), are as follows (or, if noted, as set forth on Exhibit C attached hereto):

☒ See Exhibit C attached.

☐ Unit Prices are detailed in Exhibit C attached:

4.4. ESTIMATED COST OF THE WORK. The schedule of values breakdown of the amount of the Subcontract Sum is attached hereto as Exhibit C, unless noted otherwise below in this Section 4.4. The schedule of values shall be used by Subcontractor to apply for all payments due to Subcontractor under this Subcontract. If the Schedule of Values is not attached hereto, Subcontractor shall submit to Contractor the Schedule of Values in form similar to AIA G703 format within ten (10.) days of request of Contractor for Contractor's approval. When approved, the Schedule of Values shall be used by Subcontractor to apply for all payments due to Subcontractor under this Subcontract.

☒ Estimated Cost of Work is not attached hereto.

## 5. CONTRACTOR

### 5.1. SERVICES PROVIDED BY THE CONTRACTOR

5.1.1. The Contractor shall provide suitable areas for storage of the Subcontractor's materials and equipment during the course of the Work, to the extent such areas are readily available, from time to time.

5.1.2. If Contractor has available and Subcontractor elects to use Contractor's equipment or facilities, an agreed price in writing must be made before such use. Subcontractor shall make its own determination before commencing to use such equipment or facilities that such equipment or facilities are adequate and safe for the Work to be performed. Such equipment and facilities shall be accepted by Subcontractor in "AS-IS" condition without warranty or representation by Contractor as to their condition or adequacy to perform the respective function. Subcontractor agrees that all personnel operating or using such equipment or facilities shall be qualified and properly trained in the operation and use of such equipment or facilities. Subcontractor agrees to return the equipment and facilities to Contractor at the conclusion of the use in as good a condition as received. In the event that any such equipment is damaged while in the possession of Subcontractor, Contractor shall be entitled to exercise Contractor's remedies under Section 8.3 of this Agreement.

## 6. SUBCONTRACTOR

6.1. LICENSE. The Subcontractor represents to Contractor that Subcontractor is duly licensed to perform the Work in the jurisdiction where the Project is located. Subcontractor represents that Subcontractor's License Number is 03274804, Registration Number 521356452, and Sales or Tax Registration Number is 521356452, and that all such licenses and registrations shall be maintained in full force and effect throughout the term of Subcontractor's obligations under the Subcontract, including any warranty obligations.

### 6.2. EXECUTION AND PROGRESS OF THE WORK

6.2.1. The Subcontractor shall cooperate with the Contractor in scheduling and performing the Subcontractor's Work to avoid conflict, delay in or interference with the work of the Contractor, other subcontractors or Owner's own forces. Subcontractor is obligated to assure that all workmen of Subcontractor work in harmony with all other workmen on the Project.

6.2.2. The Subcontractor shall promptly submit Shop Drawings, Product Data, Samples and similar submittals required by the Subcontract with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Contractor or other subcontractors.

6.2.3. The Subcontractor shall furnish to the Contractor periodic progress reports on the Work of this Subcontract upon request of Contractor, including information on the status of materials and equipment which may be in the course of preparation or manufacture.

6.2.4. The Subcontractor shall complete all of its work in a good and workmanlike manner. The Subcontractor agrees that the Owner will have the authority to reject Work which does not conform to the Prime Contract or to the Subcontract. The Subcontractor shall, at Subcontractor's cost, replace or, if approved by the Owner, repair any defective work and repeat tests as necessary, at Subcontractor's cost, until all Work is proven satisfactory.

6.2.5. The Subcontractor shall, at Subcontractor's sole cost and expense, supply adequate tools and equipment, and shall also at all times supply and promptly pay for a sufficient number of properly skilled workmen and for a sufficient amount of materials and supplies of proper quality to prosecute efficiently and promptly the Work in accordance with the requirements of the Subcontract and in accordance with a mutually agreed upon schedule. Subcontractor hereby acknowledges that the Project will be built on an accelerated basis and Subcontractor acknowledges that it has taken such accelerated schedule into account for meeting the requirements of this Subcontract. If, in Contractor's reasonable opinion, Subcontractor fails to maintain the progress of its Work in accordance with the agreed upon schedule, Contractor may require Subcontractor to accelerate Subcontractor's performance by use of overtime work, work on Saturdays, Sundays, and Holidays, all without additional compensation, if, in the reasonable opinion of Contractor, such additional work is necessary to maintain proper progress of Subcontractor's Work. Upon request of Contractor, Subcontractor shall submit evidence satisfactory to Contractor evidencing the Subcontractor's ability to comply with the agreed upon schedule. No overtime or charges for an accelerated Construction Schedule shall be paid by Contractor unless specifically agreed to in writing by an executive officer of Contractor before the overtime is performed.

6.2.6. The Subcontractor shall take necessary precautions to protect the work of other subcontractors from damage caused by operations by the Subcontractor. Subcontractor shall be responsible for and protect the Work in place from the elements and all other causes of damage until completion and final acceptance by Contractor and shall adequately store and protect its own materials and materials furnished it by Owner, Contractor and other suppliers. Subcontractor will use without unreasonable waste any materials or equipment furnished by the Owner, Contractor or other suppliers and will pay for any damage to such material or equipment sustained during Subcontractor's use or possession.

6.2.7. Subcontractor shall install all necessary equipment and materials in the necessary time sequence, (except at scheduled temporary omissions and leapfrog areas), and prior to close-in of any area so as to maintain the progress of the Work and the Project and eliminate any rework to install materials or equipment out of sequence. The Subcontractor shall bear any cost related to installation of materials or equipment that is installed out of sequence, unless such out of sequence work is directed or authorized in writing by Contractor. The Subcontractor shall participate in the preparation of coordinated drawings in areas of congestion, specifically noting and advising the Contractor of potential conflicts between the Work of the Subcontractor, the Contractor, and other subcontractors or the Owner's own forces. Subcontractor shall be represented on the Project while the Work is in progress by a competent full-time supervisor satisfactory to Contractor.

6.2.8. Should Subcontractor's performance of the Work be delayed by any acts of Contractor, Contractor's other contractors or Contractor's suppliers, Subcontractor shall receive an equitable extension of time for the performance of the Work, but shall not be entitled to any increase in the Subcontract Sum or to damages or additional compensation as a consequence of such delays, and Subcontractor hereby waives any claim for any such increase, damages or additional compensation.

6.2.9. Subcontractor shall complete all Work in accordance with the mutually agreed upon schedule. No extensions of time or provision for additional costs will be allowed for weather related delays unless Subcontractor submits in writing within seven (7) days from the date incurred, a claim for delay resulting from inclement weather. Contractor may, in its sole discretion, approve or disapprove a claim for delay.

### 6.3. LAWS, PERMITS, FEES AND NOTICES.

6.3.1. The Subcontractor shall provide all notices and comply with all Federal, state or local laws, ordinances, building codes, rules, regulations and orders of public authorities bearing on performance of the Work of this Subcontract. The Subcontractor shall secure and pay for all permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Subcontractor's Work, the furnishing of which is required of the Contractor by the Prime Contract.

6.3.2. Subcontractor shall be liable to Contractor, Developer, Operator and the Owner for all loss, cost and expense attributable to any acts of commission or omission by Subcontractor, its employees and agents, and lower-tier subcontractors resulting from failure to comply with any Federal, state or local laws, building codes, ordinances or regulations including, but not limited to, any fines, penalties or corrective measures.

6.3.3. Except as otherwise provided by the Subcontract Documents, Subcontractor agrees to pay, comply with, and hold Contractor, Developer and Operator harmless from all social security, state unemployment, welfare fees, and all other Federal, State and local taxes (including sales and use taxes) and fees of every nature applicable to the Work including penalties or any interest.

### 6.4. SAFETY PRECAUTIONS AND PROCEDURES.

6.4.1. The Subcontractor shall take all appropriate precautions with respect to performance of this Subcontract, shall comply with safety measures initiated by the Owner or the Contractor, and shall comply with all applicable laws, ordinances, rules, regulations and orders of public authorities for the safety of persons or property. The Subcontractor shall report to the Contractor within twenty-four (24) hours an injury to any employee or agent of the Subcontractor which occurred at the site. Subcontractor shall be solely responsible for providing a safe place to work for its agents, employees and sub-subcontractors. Subcontractor shall implement and enforce a health and safety program for its employees and sub-subcontractors on the site, which program shall be at least as effective as the Health

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and Safety Program of Contractor. Subcontractor's employees and sub-subcontractors on the site shall obey the directives of Contractor's Project Manager, Superintendent and Safety Director. All of Subcontractor's employees, agents and contractors must attend the safety

meetings held by Contractor's Safety Director, or, in lieu of such attendance, Subcontractor must provide to Contractor the minutes and attendance of all safety meetings conducted by Subcontractor, within two (2) days following the completion of such safety meetings.

6.4.2. If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Subcontractor, the Subcontractor's sub-subcontractors, or anyone directly or indirectly employed by them, the Subcontractor shall, at least three (3) days before bringing such substances onto the Site, provide Contractor with a materials data sheet for such substances, and give written notice of the chemical composition of such substances to Contractor. Subcontractor will comply with all laws regarding Subcontractor's use and handling of such hazardous substances by Subcontractor or Subcontractor's sub-subcontractors, agents and employees.

6.4.3. Contractor reserves the right to require Subcontractor to perform from time to time, at Subcontractor's cost, drug testing of all or any of Subcontractor's agents, employees and sub-subcontractors. Such testing must be done with testing companies selected or approved by Contractor. Subcontractor must prohibit from the Work Site any persons that test positively for drug use. Contractor shall be entitled to prohibit from the site any persons that Contractor deems to be disruptive to the smooth construction of the Project.

6.5. **CLEANING UP.** The Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract. Subcontractor shall at all times keep the Subcontractor's work area; keep the premises free from rubbish, debris and waste and surplus materials resulting from its operations; and shall turn over the work area in such condition as to permit the next succeeding work to be commenced without further cleaning. If Subcontractor fails to comply with the provisions of this Section, Contractor shall have the right itself or through others to perform such cleaning and to charge the cost thereof to Subcontractor, plus overhead charges of twenty-five percent (25%), provided the Subcontractor is given a twenty-four (24) hour written notice of such delinquency and fails to remedy same. Subcontractor shall not damage the work of others by its performance of its obligations under the Subcontract and shall indemnify Contractor for damage caused by Subcontractor or its agents to the work of Contractor, and other contractors, including court costs and attorney's fees.

6.6. **WARRANTY.** In addition to any product warranties required by the Subcontract, the Subcontractor warrants to Contractor that all material and equipment incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defect and in conformance with the Prime Contract and the Subcontract. All Work not conforming to these requirements may be considered defective. Subcontractor shall, promptly upon request of Contractor, furnish all labor, materials and supervision necessary to correct or replace any defective or nonconforming Work and any damage caused by such defect or fault, at no cost to Contractor or Owner, for a period of one (1) year from the date of Final Payment, except for latent defects, which shall be for a period of six (6) months following the discovery of such latent defect. This warranty shall run to and be enforceable by Owner, Contractor, and their successors and assigns. This warranty shall be in addition to and not in limitation of any other warranty or remedy provided by law or by the Subcontract.

6.7. **INDEMNIFICATION.** To the fullest extent permitted by law, the Subcontractor shall indemnify, defend and hold harmless the Owner, Contractor, Operator, Developer, their respective parent and subsidiaries, and their respective agents, officers, employees, members and directors of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from performance of the Subcontractor's Work under this Subcontract, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent or intentional acts or omissions of the Subcontractor, the Subcontractor's sub-subcontractors, materialmen or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 6.7.

## 7. CHANGES IN THE WORK.

7.1. **CONTRACTOR CHANGES.** Contractor may at any time make changes in the Work either:

- (a) By written change order signed by Contractor and Subcontractor prior to commencement specifying the changes to be made and the increase or decrease in the Subcontract Sum and extension of time, if any; or
- (b) By written direction to Subcontractor to proceed with changes in the Work, specifying the changes to be made and specifically stating that an equitable adjustment in the Subcontract Sum will be made, based on the time and materials to perform such changes; or
- (c) By written direction to Subcontractor to proceed with changes in the Work, specifying the changes to be made and specifically stating that the Subcontract Sum shall be adjusted based on actual costs of performing such changes based on time and materials, plus a fixed fee, to be set in such change order.

7.2. OBLIGATION TO PROCEED. Subcontractor shall proceed with the changes ordered so as not to delay the Work. In the event Contractor changes the Work pursuant to 7.1(b) above, Subcontractor shall file with Contractor within seven (7) days from the

date of such order Subcontractor's written itemized estimate for the cost of performing the changes to be made. If mutual agreement on the cost is reached, Subcontractor and Contractor will execute a written change order executed by the authorized officers or designees of

Contractor and Subcontractor. If mutual agreement cannot be reached and the changes are required by Contractor, the Work shall proceed and Subcontractor shall be entitled to a reasonable adjustment in the Subcontract sum and in the time for performance of the work to the extent such adjustments are focused by the Contractor's written change order. If the extra Work or changes are required by Contractor, Subcontractor does not waive its right by proceeding under protest provided it so notifies Contractor in writing within five (5) days from submittal of the itemized estimate referred to above.

7.3. COST AND TIME. Subcontractor shall respond to a proposed change within seven (7) days of request by Contractor. In the event that a Subcontractor change order response is not delivered to the Contractor by the date required, it shall be conclusively presumed that such proposed change does not result in a change in Subcontractor's cost or construction time, and all work and materials called for by the proposed change order shall be provided by Subcontractor at no additional cost or delay to Contractor. For changes in the work for which contractual unit prices, if any, do not apply, the Subcontractor shall submit an itemized breakdown of his estimated cost for such changes with the following percentages for overhead and profit combined: Fifteen percent (15%) on work performed by Subcontractor's own forces or by sub-subcontractors and five percent (5%) on work performed on behalf of Subcontractor by a sub-subcontractor.

#### 8. TERMINATION, REMEDIES FOR DEFAULT AND ASSIGNMENT OF THE SUBCONTRACT.

8.1. TERMINATION BY THE SUBCONTRACTOR. The Subcontractor may terminate the Subcontract if Contractor fails to pay to Subcontractors any sums due to Subcontractor within forty-five (45) days following the date such sums were due and payable to Subcontractor. Such termination shall only be effective if Subcontractor makes written demand for such payment to Contractor following the expiration of such forty-five (45) day period and Contractor fails to pay all sums then due and payable within ten (10) days following receipt of Subcontractor's demand. In the event of such termination by the Subcontractor, the Subcontractor shall be entitled to recover from the Contractor payment for Work executed to date of termination and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery (but not for anticipated profits).

#### 8.2. TERMINATION BY THE CONTRACTOR.

8.2.1. If the Subcontractor (i) fails or neglects to carry out the Work in accordance with the Subcontract or otherwise to perform in accordance with this Subcontract; and (ii) fails within thirty-six (36) hours after receipt of notice to correct such default or neglect, the Contractor, in addition to Contractor's remedies under Section 8.3 and 8.4 of this Subcontract, may immediately and without further notice to Subcontractor terminate the Subcontract.

8.2.2. For its convenience, the Contractor shall have the right to terminate this Subcontract for any reason by giving the Subcontractor written notice of termination. Such termination for the Contractor's convenience shall be effective upon Subcontractor's receipt of written notice of such termination. Termination for default, if wrongfully made, shall be treated as a termination for convenience. In the event that the Subcontractor is terminated for the convenience of the Contractor, the Subcontractor shall be paid a pro rata percentage of the Subcontract Sum equal to the percentage of Work in place, less payments theretofore received by the Subcontractor. In no event shall the Subcontractor be entitled to receive payment for anticipated profits for unperformed Work.

8.3. CONTRACTOR'S REMEDIES. Should Subcontractor (a) fail to correct, replace and/or re-execute faulty or defective Work and/or materials furnished under the Subcontract; (b) fail to complete or diligently proceed with the Work in accordance with the agreed upon schedule; (c) fail to correct or repair any damage to the Project caused by the acts or omissions of Subcontractor; or (d) otherwise be in default of any provision of the Subcontract, if such failure or default is not corrected, then Contractor shall have the right to correct, replace or otherwise remedy and such defect, deficiencies or delayed performance by any reasonable and expedient means, including taking over or supplementing Subcontractor's Work and materials and employing such additional labor, equipment and materials as may be necessary to cure the default and achieve compliance with the Subcontract. In such event, Contractor may deduct from any sums due to Subcontractor the cost of performing such work and correcting such deficiencies, plus overhead of fifteen percent (15%) of such cost. If payments then or thereafter due Subcontractor are not sufficient to cover such amount, Subcontractor shall promptly pay the difference to Contractor. The remedies of Contractor under this subparagraph are in addition to any other remedies available to Contractor under the Subcontract or available at law or in equity.

8.4. CONTRACTOR'S ADDITIONAL REMEDIES. Subcontractor shall reimburse Contractor for any loss, damage or extra expense paid or incurred by Contractor which is due to Subcontractor's failure to supply materials, labor, or to properly perform the Work in accordance with the Subcontract Documents. Subcontractor's failure to perform shall include the failure of its lower-tier subcontractors to perform. Subcontractor's liability shall include but not be limited to (1) damages and other delay costs payable by Contractor to the Owner; (2) Contractor's increased costs of performance, such as extended overhead and increased performance costs resulting from Subcontractor-caused delays or improper Subcontractor Work; (3) warranty and rework costs; (4) liability to third parties;

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(5) excess procurement costs; (6) consultants' fees; and (7) attorneys' fees and court costs. Contractor may take over any of Subcontractor's outstanding sub-subcontracts and purchase orders and take possession of all tools, equipment, scaffolds, material and supplies of Subcontractor which are on the Project site, in transit to, or especially manufactured for, the Work for use in completion of the Project. Contractor is hereby granted a lien on all such property to secure Subcontractor's performance under this Subcontract.

Subcontractor shall, upon request of Contractor, execute and deliver to Contractor all documents and take all such steps to effect the legal assignment of Subcontractor's contractual rights under such sub-subcontracts and purchase orders, but Contractor shall not be required to assume any of Subcontractor's outstanding obligations thereunder.

#### 8.5. ASSIGNMENT OF THE SUBCONTRACT.

8.5.1. In the event of termination of the Prime Contract by the Owner, the Contractor may assign this Subcontract to the Owner, with the Owner's agreement, subject to the provisions of the Prime Contract and to the prior rights of the surety, if any, obligated under bonds relating to the Prime Contract.

8.5.2. The Subcontractor shall not assign this Subcontract without the written consent of the Contractor, nor subcontract the whole or any portion of this Subcontract without the written consent of the Contractor.

#### 9. MUTUAL RIGHTS AND RESPONSIBILITIES.

The Contractor and Subcontractor shall be mutually bound by the terms of this Subcontract and, to the extent that provisions of the Prime Contract apply to the Work of the Subcontractor, the Contractor shall assume toward the Subcontractor all obligations and responsibilities that the Owner, under the Prime Contract, assumes toward the Contractor, and the Subcontractor shall assume toward the Contractor all obligations and responsibilities which the Contractor, under the Prime Contract, assumes toward the Owner and the Architect. The Contractor shall have the benefit of all rights, remedies and redress against the Subcontractor which the Owner, under the Prime Contract, has against the Contractor, and the Subcontractor shall have the benefit of all rights, remedies and redress against the Contractor which the Contractor, under the Prime Contract, has against the Owner, insofar as applicable to this Subcontract. Where a provision of the Prime Contract is inconsistent with a provision of this Subcontract, this Subcontract shall govern.

#### 10. PROGRESS PAYMENTS.

##### 10.1. APPLICATIONS FOR PAYMENT.

**SUBCONTRACTOR SHALL SUBMIT ALL REQUISITIONS AND APPLICATIONS FOR PAYMENT FOR PAYMENT PROCESSING TO: ERICKSON CONSTRUCTION, LLC; Michael Nasife 115 Brinton Lake Road, Glen Mills, PA, 19342 OR TO SUCH OTHER ADDRESS AS CONTRACTOR MAY DIRECT.**

10.1.1. Based upon applications for payment submitted to the Contractor by the Subcontractor, corresponding to Applications for Payment submitted by the Contractor to the Owner, and Certificates for Payment issued by the Owner, the Contractor shall make progress payments on account of the Subcontract Sum to the Subcontractor as provided below and elsewhere in the Subcontract. Each application for payment shall be in the form attached hereto as Exhibit D, or such other form as may otherwise be requested by Owner, and must include a Partial Release of Liens in either the form attached hereto as Exhibit E, or such other form as may otherwise be requested by Owner, and with such detail substantiating Subcontractors right to payment.

10.1.2. The period covered by each application for payment submitted by Subcontractor shall be one (1) calendar month ending on the last day of the calendar month. Each application for payment must be based on actual work performed by or under Subcontractor through the 19th day of the month, and the reasonably estimated work to be performed by or under Subcontractor during the balance of the month.

10.1.3. Provided an application for payment is received by the Contractor not later than the 20th day of a month, the Contractor shall include the Subcontractor's Work covered by that application in the next Application for Payment which the Contractor is entitled to submit to the Owner. Subcontractor's progress payments shall be due and payable within ten (10) working days after the Contractor receives payment for the Subcontractor's Work from the Owner. If the Owner or Architect fails to issue a Certificate for Payment, and such failure is not the fault of the Subcontractor or Subcontractor's sub-subcontractors, the Contractor shall pay the Subcontractor, within ten (10) days following demand, a progress payment computed as provided in Section 10.2 of this Subcontract. Notwithstanding the foregoing, payments to Subcontractor may be withheld on account of (i) defective Work not remedied, (ii) claims filed, (iii) damage to Contractor or another subcontractor or (iv) failure to carry out the Work in accordance with the Subcontract.

10.1.4. If an application for payment is received by the Contractor on or after the 21st day of any calendar month, the Subcontractor's Work covered by such application shall be included by the Contractor in the next Application for Payment submitted to the Owner.

10.1.5. Each application for payment shall be based upon the most recent schedule of values approved by the Contractor in accordance with Section 4.4 of this Subcontract. Applications for payment submitted by the Subcontractor shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Subcontractor's application for payment.

10.1.6. Subcontractor shall pay all claimants for all costs and expenses resulting from the performance of the Work and for all labor and materials used. Subcontractor is liable for and shall hold Contractor and Owner harmless from and indemnify Contractor and Owner for all court costs, attorney's fees and damages resulting from claims by sub-subcontractors and Subcontractor's suppliers and all liens and all claims of persons furnishing material or labor on behalf of Subcontractor in connection with the Work. Subcontractor shall deliver to Contractor with each application for payment recordable affidavits and lien releases or waivers acceptable to Contractor from Subcontractor and Subcontractor's sub-subcontractors and suppliers. In the event any person or entity claiming by, through or under Subcontractor notifies Contractor of any non-payment or seeks to encumber funds held by Contractor and payable to Subcontractor or files a lien or other claim against the Project, or Contractor's interest therein, Subcontractor shall within three (3) days notify Contractor if Subcontractor disputes such claim. If at any time a lien has been filed against Contractor, the Owner, the Project or any sums held by Contractor by any person or entity claiming through Subcontractor, Subcontractor shall, within seven (7) days of receipt of notice of such lien pay the claim and cause the lien to be released or shall file a bond in lieu of the payment of such lien and shall cause the lien to be released from the project.

10.1.7. Notwithstanding the foregoing, if such lien or claim is due solely to sums wrongfully held by Contractor, Subcontractor shall not have any obligation to hold harmless or indemnify Contractor against such lien or claim.

10.2. PROGRESS PAYMENTS. Subject to the provisions of the Subcontract, the amount of each progress payment shall be computed as follows:

10.2.1. Take that portion of the Subcontract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Subcontractor's Work by the share of the total Subcontract Sum allocated to that portion of the Subcontractor's Work in the schedule of values, less that percentage actually retained, if any, from payments to the Contractor on account of the Work of the Subcontractor;

10.2.2. Add that portion of the Subcontract Sum properly allocable to materials and equipment delivered and suitably stored at the site by the Subcontractor for subsequent incorporation in the Subcontractor's Work or, if approved in advance in writing by the Owner, suitably stored off the site at a location agreed upon in writing, less the same percentage retainage required by the Prime Contract to be applied to such materials and equipment in the Contractor's Application for Payment;

10.2.3. Subtract the aggregate of previous payments made by the Contractor; and

10.2.4. Subtract amounts, if any, calculated under Subparagraph 10.2.1 or 10.2.2 which are related to Work of the Subcontractor for which the Architect has withheld or nullified, in whole or in part, a Certificate of Payment for a cause which is the fault of the Subcontractor or Subcontractor's sub-subcontractors.

10.2.5. All periodic payments by Contractor shall be subject to a retainage, to be held by Contractor, of ten percent (10%) of the amount billed by Subcontractor. To the extent approved or permitted by Owner and any lender providing financing for all or any part of the Work, and if Subcontractor is in compliance with the terms of the Subcontract, the aggregate amount of the retainage, subject to offset for defects and deficiencies, shall be reduced to five percent (5%) upon the Work achieving fifty percent (50%) completion and acceptance thereof by Contractor and Owner. No periodic payment by Contractor shall be deemed to constitute acceptance of any faulty or defective Work.

10.3. STORED MATERIALS. Notwithstanding the provisions of Subsection 10.2., payment for stored materials may be conditioned on delivery to the Owner of bills of sale (which shall include a complete description, including photographs, bills of lading, serial numbers, warehouse receipts and/or inventories, as appropriate for Owner to identify the stored materials) and such other procedures satisfactory to Owner to establish the Owner's title and to insure and otherwise protect the Owner's interest in and to such stored materials, unless requested otherwise by Contractor. Subcontractor shall schedule the materials to prevent the arrival of major items well in advance of their incorporation into the improvements.

10.4. SUBSTANTIAL COMPLETION. When the Work or a designated portion thereof is substantially complete in accordance with the requirements of the Prime Contract, the Contractor shall, upon application by the Subcontractor, make prompt application for payment for such Work. Within thirty (30) days following issuance by the Owner of the Certificate for Payment covering such substantially completed Work, the Contractor shall, to the full extent allowed in the Prime Contract, make payment to the Subcontractor, deducting any portion of the funds for the Work withheld in accordance with the Certificate of Payment to cover costs of items to be completed or corrected by the Subcontractor. Such payment to the Subcontractor shall be the entire unpaid balance of the Subcontract Sum if a full release of retainage is allowed under the Prime Contract for the Work prior to the completion of the entire Project. If the Prime Contract does not allow for a full release of retainage, then such payment shall be an amount which, when added to previous payments to the Subcontractor, will reduce the retainage on the Subcontractor's substantially completed Work to the same percentage of retainage as that on the Contractor's work covered by the Certificate of Payment.

**11. FINAL PAYMENT.**

**11.1. TIME.** Subject to the provisions of Section 10.4, final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by the Contractor to the Subcontractor when the Work is fully performed in accordance with the

requirements of the Subcontract, Subcontractor has filed a final application for payment, the Owner has issued a Certificate for Payment covering the Subcontractor's completed Work and the Contractor has received payment from the Owner. If a Certificate for Payment is not issued within forty-five (45) days of Contractor's application for payment, or the Contractor does not receive from the Owner payment within forty-five (45) days of Contractor's application for payment, and such payment is otherwise due to Subcontractor and such failure is not due to any fault of Subcontractor, final payment to the Subcontractor shall be made upon demand.

**11.2. LIEN WAIVERS.** Final payment shall not be due until Subcontractor has delivered to Contractor a complete, recordable affidavit and release of all liens arising out of this Subcontract, in the form attached hereto as Exhibit F, or such other form as may otherwise be requested by Owner, covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Contractor indemnifying Contractor and the Project against any and all lien(s). If any lien remains unsatisfied after all payments are made, Subcontractor shall refund to Contractor all monies the latter may be compelled to pay in discharging such lien, including all court costs and expenses and reasonable attorney's fees. The acceptance of final payment shall constitute a release of all claims by Subcontractor except those previously made in writing and identified by Subcontractor as unsettled at the time of the final application for payment.

**11.3. EVIDENCE OF PAYMENT.** Before issuance of the final payment, the Subcontractor, if required, shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Subcontractor's Work have been satisfied.

**11.4. SUB-SUBCONTRACTORS AND PROVIDERS.** Subcontractor shall keep Contractor informed of all sub-subcontractors, and all materials and/or service providers of any tier who provide materials or service for any part of the Work in excess of One Thousand Dollars (\$1,000.00) by completing, submitting and updating as appropriate Exhibit G attached hereto.

**11.5. ADVANCE WAIVER OF LIENS.** To the greatest extent permitted by law, Subcontractor hereby waives in advance of any rights Subcontractor may have by statute, law, rule, regulation or otherwise to assert or maintain any lien on the Owner's interest in the property consisting of the Project. This waiver is given knowingly and voluntarily, and after opportunity to consult with Subcontractor's attorney.

**12. INSURANCE AND BONDS.****12.1. COVERAGES.**

**12.1.1.** Before the Subcontractor commences any Work pursuant to this Subcontract, the Subcontractor shall obtain and maintain throughout the term of the Subcontract, insurance of the types and in the minimum amounts set forth on Exhibit H. Self-insured retentions and/or deductibles may not be more than Ten Thousand Dollars (\$10,000.00). Acceptance of any insurance by Contractor shall not relieve or decrease the liability of the Subcontractor.

**12.1.2.** Coverages must be maintained with financially secure insurance companies licensed to do business in the State where the Project is located, have a Best's Guide Rating of not less than A-VI and must otherwise be acceptable to Owner and Contractor. Coverage must be maintained without interruption from date of commencement of the Work until date of final payment, and Contractor, Developer, Owner, and the Operator, their parent and subsidiary companies, together with their employees, officers, agents, members and directors shall be named as additional insureds and Lender where required, under Subcontractor's Commercial General Liability policy, Automobile liability policy, Products/Completed Operations Coverage and the Umbrella/Excess Insurance. The additional insured coverage is to be provided by ISO form CG20100704, CG20370704, or equivalent forms, a copy of which will be provided with the certificate of insurance. All such policies shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs afforded to the indemnities and/or additional insured's identified within this Agreement.

**12.1.3.** Certificates of insurance acceptable to the Contractor, together with all appropriate endorsements, shall be filed with the Contractor prior to commencement of the Subcontractor's Work, and at least ten (10) days prior to the expiration of any policy. These certificates and the insurance policies required by this Article 12 shall contain an endorsement that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Contractor. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as required in Article 11. If requested by Contractor, Subcontractor shall provide certified copies of all such policies to Contractor within ten (10) days of such request. Subcontractor must immediately notify Contractor of any reduction or restriction in the required insurance that takes place during the term of the Subcontract, and/or in the event the insurer notifies the Subcontractor of its intent not to renew coverage.

**12.1.4.** The Contractor shall furnish to the Subcontractor upon demand, satisfactory evidence of insurance required of the Contractor under the Prime Contract.



12.1.5. If Subcontractor fails to secure and maintain the required insurance, Contractor shall have the right (without any obligation to do so, however) to secure same in the name and for the account of the Subcontractor in which event the Subcontractor shall pay the costs thereof to Contractor upon demand and furnish upon demand all information that may be required in connection therewith.

12.1.6. The insurance provisions of this Subcontract shall not be construed as a limitation on the Subcontract's responsibilities and liabilities pursuant to the terms and conditions of the Subcontract, including, but not limited to, liability for claims in excess of the insurance limits and coverages set forth herein.

12.1.7. The Subcontractor shall not make changes in or allow the required insurance coverages to lapse without the Contractor's prior written approval thereto.

12.2. **WAIVERS OF SUBROGATION.** The Contractor and Subcontractor waive all rights against (1) each other and any of their Subcontractors, sub-subcontractors, agents, employees, officers, members and directors, each of the other, and (2) the Owner, Developer, Operator, and any of their Subcontractors, sub-subcontractors, agents, employees, officers, members and directors, for damages caused by fire or 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 sub-subcontractors, 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.

12.3. The Contractor shall promptly, upon request of the Subcontractor, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Subcontract.

12.4. **Performance Bond and Payment Bond:**

Bond Required for the payment and performance bonds. All bonds must be in the AIA312 format or equal. Cost of bond is on bonding company's invoice at standard rates. Subcontractor must include the name of the Owner and Lender on all bonds as a dual obligee. Subcontractor can provide this information through a dual obligee 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 12.4, 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 Subcontract sum issued by a surety acceptable to Owner.

13. **SETTLEMENT OF DISPUTES.**

13.1. In the event of any dispute involving the Work performed or to be performed, Contractor shall issue a decision which shall be followed by Subcontractor, without interruption, deficiency, or delay. If Subcontractor does not agree with such decision, Subcontractor may make a claim under Section 7.3. and the matter shall be resolved as set forth in Article 13.2. or 13.3. as applicable. If the Subcontractor prevails, Subcontractor's sole remedy shall be an equitable adjustment determined as provided in Section 13.2. or 13.3. as applicable. In addition to notice required by Article 9 or the Subcontract Documents, notification of any claim for the equitable adjustment must be asserted in writing not later than ten (10) days after Subcontractor's knowledge of the claim, and if Section 13.2. is applicable, within sufficient time to allow Contractor to give notice to the Owner under the Subcontract Documents.

13.2. In case of any dispute between Contractor and Subcontractor, in any way relating to or arising from any act or omission of the Owner or involving the Subcontract Documents, Subcontractor agrees to be bound to Contractor to the same extent that Contractor is bound to the Owner, by the terms of the Subcontract Documents, and by any and all preliminary and final decisions or determinations made thereunder by the party, board or court so authorized in the Subcontract Documents or by law, whether or not Subcontractor is a party to such proceedings. In case of such dispute, Subcontractor will comply with all provisions of the Subcontract Documents allowing a reasonable time for Contractor to analyze and forward to the Owner any required communications or documentation. Contractor will, at its option, (1) present to the Owner, in Contractor's name, or (2) authorize Subcontractor to present to the Owner, in Contractor's name, all of Subcontractor's claims and answer the Owner's claims involving Subcontractor's Work; whenever Contractor is permitted to do so by the terms of the Subcontract Documents. Contractor will further invoke on behalf of Subcontractor, or allow Subcontractor to invoke, those provisions in the Subcontract Documents for determining disputes. If such dispute is prosecuted or defended by Contractor, Subcontractor, at its own expense, agrees to furnish all documents, statements, witnesses, and other information required by Contractor and to pay or reimburse Contractor for all costs incurred by Contractor in connection with the dispute including attorneys' fees and court costs.

13.3. To the extent not resolved under Section 13.2 above, any dispute between Contractor and Subcontractor shall, at Contractor's sole option, be decided by litigation. DUE TO THE SPECIALIZED NATURE OF CONSTRUCTION LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY.

#### 14. MISCELLANEOUS PROVISIONS.

14.1. GENERAL CONDITIONS. Where reference is made in this Agreement to a provision of the General Conditions or another Subcontract Document, the reference refers to that provision as expressly amended or supplemented by other provisions of the Subcontract Documents.

14.2. MERIT SHOP. The Subcontractor acknowledges that this Project is being built as a "Merit Shop" project, and therefore is not under jurisdiction of union work rules. The Subcontractor agrees to comply with the work rules as established by Contractor, and not to interfere with the employees or work of Contractor or other subcontractors and suppliers involved with this Project. Failure to comply with this provision may result in termination of the Subcontract at the sole discretion of Contractor.

14.3. PRIVACY. Until Subcontractor's obligations under this Subcontract are completely fulfilled, Subcontractor agrees not to perform any Work directly for the Owner or deal directly with the Owner's representatives in connection with the Project, unless otherwise directed in writing by Contractor. All Work for this Project performed by Subcontractor shall be processed and handled exclusively by Contractor.

14.4. VEHICLES. All vehicles are to be operated in accordance with the traffic and parking rules and regulations of the Operator and the Contractor. Violation of these rules may result in the vehicle being towed at the owner's expense, and the vehicle and operator being banned from the site. All workers authorized to park within the site must obtain parking passes from the Contractor's office and must display the parking passes whenever the vehicle is on the site. Subcontractor's employees, agents and sub-subcontractors may park vehicles only in areas on or off-site as designated for parking by Owner or Contractor.

14.5. RESIDENTS OF RETIREMENT COMMUNITY. The safety and protection of the residents of the Project is of paramount importance to the Contractor. Subcontractor, its workers, suppliers, and sub-subcontractors must adhere to all traffic regulations, noise restrictions, and other safety standards established by the Contractor and the Operator. Residents of the Project must be treated with courtesy and respect at all times. In the event that the buildings are occupied while the Subcontractor is performing work on the Project, all courtesy is to be extended to the residents and precautions taken to avoid any disruption or inconvenience during this usage.

14.6. SIGNS. No signs may be placed on any portion of the site and/or building without written permission of Owner.

14.7. COMMUNICATIONS. It is agreed and understood that all communications by or through Subcontractor to the Architect, Engineer, Owner, Developer or any representative thereof shall be made through Contractor.

14.8. EXAMINATION OF PRIOR WORK. Subcontractor shall carefully examine the work of others which may affect the Work and shall notify Contractor in writing, completely detailing and supporting any apparent deficiencies therein before performing the Work; otherwise, such other Work shall be deemed acceptable to Subcontractor and Subcontractor shall be deemed to have waived all claims with respect thereto.

14.9. INVALIDITY. If any provision of the Subcontract is found to be invalid, unenforceable or unlawful, such provision shall be enforced in such manner as shall most nearly affect the intent of the parties and yet conform to the law applicable thereto and the remainder of the Subcontract Documents shall remain in full force and effect.

14.10. NOTICES. Except as stated in Section 10.1 of this Agreement, all notices, requests, approvals and other communications required or permitted to be delivered under the Subcontract must be in writing and shall be effective upon: (a) the date of delivery if hand-delivered to the other party or forwarded by facsimile to a number provided and authorized for delivery of notices by the receiving party; (b) the date of transmission if sent by telegram; (c) the date after mailing if sent by overnight commercial carrier; or (d) three (3) business days after mailing if sent by U.S. mail. Except for the use of facsimiles, if permitted, all notices must be sent to the addresses listed in the introductory paragraph of this Agreement, or to such other address as may be expressly designated in writing by either party as the correct address for notices, requests, approvals and other communications.

14.11. INDEPENDENT CONTRACTOR. Subcontractor is an independent contractor and hereby assumes all of the rights, duties, obligations and liabilities thereby arising.

14.12. WAIVER. Any failure by Contractor at any time or from time to time to enforce or require the strict performance of any of the terms or conditions hereof shall not affect or impair Contractor's right to at any time thereafter avail itself of the remedies available for the subsequent breach of such terms or conditions.

14.13. GOVERNING LAW. The Subcontract shall be governed by the law of the State in which the Project is located. No presumption shall be deemed to exist in favor of or against either party as a result of the preparation and/or negotiation of the Subcontract.

Contract Number: 14

Cost Code: 512RB24-48400-092501

The Subcontract and Subcontract Documents are subject to the Contract between the Owner and Contractor, the General Conditions; and the Additional Supplementary General Conditions.

14.14. EQUAL OPPORTUNITY. Subcontractor agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, handicap or national origin.

14.15. CONTRACTOR AND SUBCONTRACTOR PAYMENT ACT. Duties and obligations imposed by the Contract Documents and the rights and remedies available there under 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. Notwithstanding the foregoing, Subcontractor, Contractor and Owner agree that this Agreement shall govern Owner's payment obligations to Contractor and Contractor's payments to Subcontractor and shall control over any contrary or additional obligations or requirements issued by the Pennsylvania Contractor and Subcontractor Payment Act, 73 P.S. §502 et seq. (the "Payment Act"), including but not limited to requirements in the Payment Act for certain notices to Subcontractor and imposing certain limitations, interest, penalties, and attorneys fees. To the greatest extent permitted by law, Subcontractor, Contractor and Owner waive the provisions of the Payment Act as it may relate to this Agreement, the Work or any additional work performed by Subcontractor or Contractor with respect to the Project

14.16. EXHIBITS. The following exhibits are attached hereto:

Exhibit A - Drawing Log  
Exhibit B - Scope  
Exhibit C - SOV  
Exhibit D - Pay Application  
Exhibit E - Partial Release  
Exhibit F - Final Release  
Exhibit G - Vendor List  
Exhibit H, Sched B - Insurance Requirements Sched. B  
Exhibit I - Payment Bond  
Exhibit J - Performance Bond

This Agreement entered into as of the day and year first written above.

WITNESS:

Julie D'Alagni

CONTRACTOR  
ERICKSON CONSTRUCTION, LLC

By: George Brown

George Brown  
Vice President of Construction

Dated: 05-25-08

Marcus Parnes

SUBCONTRACTOR


By: Kevin Conley

Winchester Group, Inc.  
Kevin Conley  
President

Dated: 06/14/08

**EXHIBIT "A"**  
**CONTRACT DOCUMENTS**


<u>Drawing Number</u>	<u>Description</u>	<u>Date</u>
00.00	Cover Sheet	02/08/2008
00.00A	Abbreviations Sheet	02/08/2008
00.01	Code Review Sheet	02/08/2008
00.01A	UL Listed Assemblies	02/08/2008
00.01B	UL Listed Assemblies	02/08/2008
00.01C	UL Listed Assemblies	02/08/2008
00.01D	UL Listed Assemblies	02/08/2008
00.04	Campus Wide Building Floor Elevations	02/08/2008
30.01	Terrace Level Plan	02/08/2008
30.02	First Floor Plan (Main Street)	02/08/2008
30.03	Second Floor Plan	02/08/2008
30.04	Third Floor Plan	02/08/2008
30.05	Fourth Floor Plan	02/08/2008
30.06	Fifth Floor Plan	02/08/2008
30.07	Roof Plan	02/08/2008
31.01	Exterior Elevations	02/08/2008
31.02	Exterior Elevations	02/08/2008
31.03	Exterior Elevations	02/08/2008
31.04	Detailed Elevation	02/08/2008
32.01	Building Sections	02/08/2008
32.02	Building Sections	02/08/2008
33.01	Wall Sections	02/08/2008
33.02	Wall Sections	02/08/2008
33.03	Misc. Sections	02/08/2008
33.04	Misc. Sections	02/08/2008
33.05	Bay Window Details	02/08/2008
33.06	Plan Details	02/08/2008
33.07	Plan Details	02/08/2008
33.08	Plan Details	02/08/2008
33.09	Section Details	02/08/2008
33.10	NOT USED	02/08/2008
33.11	Recessed Balcony Enlarged Plans	02/08/2008
33.12	Balcony Railing Details	02/08/2008
33.13	Roof Details	02/08/2008

EC:  Sub: CHL

33.14	Link Sections & Details	02/08/2008
33.15	Retaining Wall Details	02/08/2008
33.16	Retaining Wall Details	02/08/2008
33.17	Retaining Wall Details	02/08/2008
34.01	Elevator Plans & Sections	02/08/2008
34.02	Enlarged Stair Plans	02/08/2008
34.03	Stair Sections & Details	02/08/2008
35.01	Wall Schedule	02/08/2008
35.02	Door Schedule & Details	02/08/2008
35.03	Window Schedule & Details	02/08/2008
35.04	Storefront Schedule & Details	02/08/2008
36.01	Typical Interior Details	02/08/2008
36.02	Lobby Plans & Elevations	02/08/2008
36.03	Link RB 2.4/RB 2.2 Floor Plans	02/08/2008
36.04	Enlarged Terrace Level Plan	02/08/2008
38.01	Terrace Level Reflected Ceiling Plan	02/08/2008
38.02	First Floor Reflected Ceiling Plan	02/08/2008
38.03	Second Floor Reflected Ceiling Plan	02/08/2008
38.04	Third Floor Reflected Ceiling Plan	02/08/2008
38.05	Fourth Floor Reflected Ceiling Plan	02/08/2008
38.06	Fifth Floor Reflected Ceiling Plan	02/08/2008
40.01	Elevator Lobbies	02/08/2008
40.02	Elev. Lobby & Doghouse Finish Plans	02/08/2008
45.01	Finish Legend & Schedule	02/08/2008
45.02	Resident Unit Finishes	02/08/2008
45.03	Resident Unit Amenities List	02/08/2008
48.01	Terrace Level Signage Plan	02/08/2008
48.02	First Floor Signage Plan	02/08/2008
48.03	Second Floor Signage Plan	02/08/2008
48.04	Third Floor Signage Plan	02/08/2008
48.05	Fourth Floor Signage Plan	02/08/2008
48.06	Fifth Floor Signage Plan	02/08/2008
49.01	Terrace Level Furniture Plan	02/08/2008
49.02	First Floor Furniture Plan	02/08/2008
49.03	Second Floor Furniture Plan	02/08/2008
49.04	Third Floor Furniture Plan	02/08/2008
49.05	Fourth Floor Furniture Plan	02/08/2008
49.06	Fifth Floor Furniture Plan	02/08/2008
60.01	Terrace Level Foundation Plan	02/08/2008
60.02	First Floor Framing & Foundation Plan	02/08/2008

60.03	Second Floor Framing Plan	02/08/2008
60.04	Third Floor Framing Plan	02/08/2008
60.05	Fourth Floor Framing Plan	02/08/2008
60.06	Fifth Floor Framing Plan	02/08/2008
60.07	Roof Framing Plan	02/08/2008
60.08	Link to RB 2.2	02/08/2008
61.01	Structural Notes & Typical Details	02/08/2008
61.02	Structural Notes & Typical Details	02/08/2008
61.03	Structural Notes & Typical Details	02/08/2008
61.04	Sections	02/08/2008
61.05	Sections	02/08/2008
61.06	Sections	02/08/2008
61.07	Sections	02/08/2008
64.01	Roof Truss Profiles	02/08/2008
64.02	Roof Truss Profiles	02/08/2008
65.01	Wall Elevations & Details	02/08/2008
65.02	Wall Elevations & Details	02/08/2008
70.00	Plumbing Schedule	02/08/2008
70.01	Subslab Plumbing Plan	02/08/2008
70.02	Terrace Level Plumbing Plan	02/08/2008
70.03	First Floor Plumbing Plan	02/08/2008
70.04	Second Floor Plumbing Plan	02/08/2008
70.05	Third Floor Plumbing Plan	02/08/2008
70.06	Fourth Floor Plumbing Plan	02/08/2008
70.07	Fifth Floor Plumbing Plan	02/08/2008
71.01	Plumbing Parts Plan	02/08/2008
72.01	Plumbing Details & Risers	02/08/2008
73.01	Sanitary Riser Diagrams	02/08/2008
73.02	Sanitary Riser Diagrams	02/08/2008
73.03	Water Riser Diagrams	02/08/2008
73.04	Water Riser Diagrams	02/08/2008
80.00	Mechanical Schedules	02/08/2008
80.01	Terrace Level Mechanical Plan	02/08/2008
80.02	First Floor Mechanical Plan	02/08/2008
80.03	Second Floor Mechanical Plan	02/08/2008
80.04	Third Floor Mechanical Plan	02/08/2008
80.05	Fourth Floor Mechanical Plan	02/08/2008
80.06	Fifth Floor Mechanical Plan	02/08/2008
80.07	Roof Mechanical Plan	02/08/2008
81.01	Mechanical Parts Plans	02/08/2008

82.01	Mechanical Details	02/08/2008
82.02	Mechanical Details	02/08/2008
83.01	HVAC Risers	02/08/2008
83.02	HVAC Risers	02/08/2008
84.01	Mechanical Schedules	02/08/2008
90.00	Legend, Abbreviations & Schedules	02/08/2008
90.01	Terrace Level Plan - Lighting & Power	02/08/2008
90.02	First Floor Plan - Lighting & Power	02/08/2008
90.03	Second Floor Plan - Lighting & Power	02/08/2008
90.04	Third Floor Plan - Lighting & Power	02/08/2008
90.05	Fourth Floor Plan - Lighting & Power	02/08/2008
90.06	Fifth Floor Plan - Lighting & Power	02/08/2008
91.01	Part Plans	02/08/2008
92.01	Electrical Site Distribution System	02/08/2008
92.02	Details	02/08/2008
92.03	Special System Block Diagrams	02/08/2008
93.01	Power Riser	02/08/2008
93.02	Special System Risers & Details	02/08/2008
94.01	Panel Schedules	02/08/2008
HC STDS.	Standards	02/08/2008
Unit A3	Unit Plans - Arch., Struct., M/E/P	02/08/2008
Unit C1	Unit Plans - Arch., Struct., M/E/P	02/08/2008
Unit C1h	Unit Plans - Arch., Struct., M/E/P	02/08/2008
Unit C4.5	Unit Plans - Arch., Struct., M/E/P	02/08/2008
Unit C8M	Unit Plans - Arch., Struct., M/E/P	02/08/2008
Unit DTLS.	Standards	02/08/2008
Unit E1	Unit Plans - Arch., Struct., M/E/P	02/08/2008
Unit E2	Unit Plans - Arch., Struct., M/E/P	02/08/2008
Unit E3	Unit Plans - Arch., Struct., M/E/P	02/08/2008
Unit E3M	Unit Plans - Arch., Struct., M/E/P	02/08/2008
Unit E4	Unit Plans - Arch., Struct., M/E/P	02/08/2008
Unit F12M	Unit Plans - Arch., Struct., M/E/P	02/08/2008
Unit F3	Unit Plans - Arch., Struct., M/E/P	02/08/2008
Unit F3M	Unit Plans - Arch., Struct., M/E/P	02/08/2008
Unit F4	Unit Plans - Arch., Struct., M/E/P	02/08/2008
Unit G10	Unit Plans - Arch., Struct., M/E/P	02/08/2008
Unit G4	Unit Plans - Arch., Struct., M/E/P	02/08/2008
Unit G6	Unit Plans - Arch., Struct., M/E/P	02/08/2008
Unit H1	Unit Plans - Arch., Struct., M/E/P	02/08/2008
Unit K1	Unit Plans - Arch., Struct., M/E/P	02/08/2008

 Sub: KME

Unit STDS.

Standards

Cost Code: 512RB24 - 48400-092501

02/08/2008

EC Sub: Call



**EXHIBIT "B"**

**SUBCONTRACTOR SCOPE OF WORK**


**EXHIBIT "B"**  
**SCOPE OF WORK**

**Drywall**

In addition to the work generally described in this agreement, the subcontractor (Winchester Group, Inc.) shall provide all materials, labor, equipment, tools, shop drawings, submittals, transportation, taxes, insurance, insurance, support functions, and any other items or services necessary for and reasonably incidental to the proper execution of the work, to complete the Drywall, Acoustical Ceiling Tile and Insulation work for the Maris Grove Residential Building 2.4 project, including link to RB2.2, in accordance with the Drawings and Specifications prepared by Marks, Thomas Architects dated February 08, 2008 in general, Specification Sections 07210 Building Insulation, 09255 Gypsum Board Assemblies and 09511 Acoustical Tile Ceilings in particular, and in compliance with all applicable codes and regulations. The work shall include, but is not limited to the following:

**A. General Scope of Work:**

1. Work hours for all trades will only be permitted on Monday thru Friday from 7:05am to 5:00pm. All Saturday, Sunday, and work after 5:00pm must be pre-approved by Erickson Construction, LLC during the week prior to when the work is to be performed.
2. Subcontractor shall work Saturdays at no additional cost to make-up for lost days due to inclement weather, other unforeseeable conditions, or as schedule dictates.
3. Complete all work in accordance with mutually agreed upon schedules provided by Erickson Construction, LLC.
4. Subcontractor must properly coordinate all field activities with the appropriate Erickson Construction, LLC Project Superintendent.
5. Authorized representatives of the subcontractor must attend weekly progress meetings held at the jobsite. Subcontractor's representatives must be familiar with the project and authorized to conclude matters relating to the work.
6. Subcontractor must provide full-time, English speaking, on-site supervision at all times during their work.
7. Subcontractor shall provide all necessary manpower and equipment to receive, unload, store-on-site, stock, lift, and hoist all materials furnished and/or installed by this Subcontractor.

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8. Maintain onsite a regularly update one (1) set of As-Built Drawings throughout the project's duration and provide upon completion three (3) copies of As-Built Drawings.
9. Provide all standard and special warranties in accordance with the Contract Documents.
10. Furnish seven (7) sets of O & M manuals.
11. Subcontractor shall be responsible for the equal performance of any item proposed or provided in lieu of the specified item.
12. Subcontractor shall coordinate the location of cranes, delivery vehicles, other equipment and materials with the Erickson Construction, LLC Project Superintendent.
13. All delivery and freight costs to the jobsite are included.
14. Do not install signs, or other advertising, on fencing or buildings around the project except those specifically required for safety or traffic purposes. Any or all signs are subject to Erickson Construction LLC approval.
15. Subcontractor will review and enforce the Erickson Construction smoking policy, and will distribute a copy of this policy to all persons who work for them.
16. Music will not be tolerated at any time.
17. Subcontractor must have a valid Concord Township contractor license.
18. Subcontractor must have an English speak foreman on site at all times.
19. All applicable local, commonwealth, and federal taxes are included.
20. The subcontractor must either hold weekly tool box safety talks and hand in the minutes and sign in sheet to the superintendent or attend Erickson Construction's weekly tool box safety talk.
21. Subcontractor must provide full-time, English speaking, on-site supervision at all times during their work. This includes anytime piece work is being done. Supervision will be an employee of the Subcontractor with whom Erickson Construction LLC has a signed contract.
22. Arrange for, obtain, and pay for all permits, inspections, bonds, licensing, and fees required for the completion of this scope of work. Perform and provide for all tests and inspections as required by the authorities having jurisdiction and the Contract Documents.
23. Subcontractor understands all construction vehicles and employees must use only the designated construction entrances and park only in designated areas. Any subcontractor owned vehicle, subcontractor employee vehicles, subcontractor equipment, subcontractor's tier subcontractors and/or suppliers exiting or entering the job site other than as stipulated above will result in a minimum fine of \$500.00 per occurrence to Subcontractor. The fine amount will be deducted from the contract between Erickson Construction LLC and Subcontractor via change order each month.

EC Sub: AME

24. Erickson Construction LLC will provide designated areas for the subcontractor to keep all of its operations, storage, trailers, etc. if the site conditions allow for storage areas. No equipment, materials, trailers, etc. can be stored outside the storage area without specific permission of Erickson Construction LLC.
25. **Material Storage:** All material must be stored in an area designated by the Project Superintendent and in such a manner that does not create a safety hazard to any structure or personnel and in an area designated. Subcontractor is responsible for any damage caused by improper materials stocking. Excess material and equipment must be removed in a timely manner. Subcontractor must protect from the elements all stored materials furnished and/or installed under this agreement. Subcontractor shall replace all materials damaged from improper storage.
26. **Clean-Up:** Subcontractor is responsible for the daily cleanup and disposal of all trash generated by their activities to a dumpster provided by Erickson Construction, LLC. On a daily basis the Subcontractor must promptly remove their trash and leave the work area broom clean. The Subcontractor shall have sufficient labor on site to keep their work areas clean and orderly on a daily basis so as to allow other trades access and to maintain a safe working environment.
27. Subcontractor will provide labor for a composite clean-up crew as required by Erickson Construction LLC.
28. Subcontractor understands and agrees that all extra work orders or Time & Material tickets must be signed on a daily basis by an authorized representative of Erickson Construction, LLC.
29. Subcontractor shall provide all required submittals, including product data, inspection and test reports, certifications, shop drawings, and samples in accordance with the Contract Documents. Subcontractor shall provide all attic stock materials in accordance with the Contract Documents.
30. Subcontractor shall strictly adhere to all manufacturers' written instructions. Subcontractor shall advise, in writing, immediately any discrepancies between the manufacturer's written instructions and the Contract Documents.
31. Coordinate all work performed under the terms of this contract with Erickson Construction LLC. Subcontractor's failure to properly coordinate the work shall result in the subcontractor reworking his work to make it fit at the direction of Erickson Construction LLC.
32. 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 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. 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 levied by Erickson Construction, LLC due to 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 may be required to 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.

**B. Drywall Scope Issues:**

1. Furnish and install all interior framing and drywall work in accordance with the Contract Documents including:
  - a. Complete layout of all light gauge interior partitions in the building and exterior partitions at the links. Control points to be provided by General Contractor.
  - b. Install all metal gauge blocking and wood blocking for installation of cabinets, handrail, package shelves, toilet and bath accessories, fire extinguishers, and fire extinguisher cabinets.
  - c. Furnish, unload, distribute and stock all materials covered under this Contract.
  - d. Gauge of all installed metal stud partitions to be as specified in the Contract Documents.
  - e. All installed drywall thickness & ratings as specified in the Contract Documents.
  - f. Construct complete shaft wall systems as specified in the Contract Documents.
  - g. Shaft walls for duct enclosures as shown on drawings.
  - h. All installed wall and ceiling insulation thickness and fire ratings to be as specified in the Contract Documents.
2. All Work to be performed that is not clearly specified or set out in the Specifications or Drawings shall be in accordance with the recommendations of the most current issue of the U.S. Gypsum Handbook. Failure to adhere to the recommendations set out therein shall result in the Subcontractor replacing or repairing any deficiencies in its Work at no extra cost to the Contractor. Drawings or Specifications, which conflict with the current issue of the U.S. Gypsum Handbook, shall be brought to the attention of the Contractor.
3. Subcontractor is responsible for all lifting, hoisting and rigging of materials.
4. Metal studwork and other metal framing performed by the Subcontractor shall meet the quality and installation standards as set out by the U.S. Gypsum Handbook. The orientation of the studs and the fastening system shall strictly comply with the recommendations set out in the U.S. Gypsum Handbook.
5. Furnish and install all resilient channel as shown on the construction documents.
6. It is agreed and mutually understood that other Trades must perform some work in the metal studwork, such as roughing in, and some damage will result to the Subcontractor's Work as a result of these actions. The Subcontractor shall replace without charge to the Contractor a reasonable amount of damaged studs. Should the damage become extensive in the opinion of the Subcontractor it shall petition the Contractor in writing to help find a remedy that mitigates the damages to an acceptable level. If the Contractor cannot affect a reasonable


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solution, the Subcontractor shall petition the Contractor to obtain financial relief for the damages from the offending party.

7. All metal Stud Work shall be plumb and free from warpage. Studs must be properly fastened and braced if required.
8. The Subcontractor shall assure a proper fit where vanities, tub enclosures, or other items are to be incorporated in the Work. If required, the Subcontractor shall make adjustments to achieve the proper fit without extra costs to the Contractor. Additionally, the Subcontractor shall coordinate with tub installation to maintain fire rating of walls adjacent to the tub. Subcontractor shall have access to all product cut sheets and Shop Drawings available to the Contractor which may help the Subcontractor in this regard.
9. Coordinate with the mechanical, electrical, and sprinkler trades or any other trade performing work within the metal partitions. It is the responsibility of the Subcontractor to see that the fire rating and structural integrity is maintained within the systems installed under this Contract.
10. Install drywall, and any other gypsum related products as shown in the Contract Documents and as recommended by the U.S. Gypsum Handbook. Include any fire taping that may be required to maintain fire ratings. Subcontractor shall provide 5 U.S. Gypsum Handbooks to General Contractor for reference.
11. Where mechanical, electrical and other items are incorporated in or recessed into a fire rated assembly provide drywall encasement of these items to maintain the intended fire resistance rating of the assembly (only where indicated per plan).
12. Where ducts, pipes, conduits or other items pass through fire rated assemblies, patch around these openings with fire stopping to restore the intended fire resistance rating of the assembly allowing the required annular space for MEP fire stopping. (minimum 1/2").
13. The method of fastening gypsum board to studs shall be as set out in the Specifications or, in the event this item is not sufficiently addressed in the Specifications, the fastening system shall be as recommended for the particular service by the U.S. Gypsum Handbook.
14. All gypsum board shall be stored in such a manner that does not create a safety hazard to the structure or to personnel working around the stocked material. Additionally, the board shall be properly protected from the elements. Any gypsum board that becomes wet to the point that the core is wet or has been discolored shall not be used in the Work. If a discrepancy arises in this regard as to the condition of the gypsum product the Contractor may require the Subcontractor to have an authorized representative of the gypsum product in question visit the job site and inspect the material. This representative shall, in writing, render an opinion as to the condition of the material and whose opinion the Contractor will accept.
15. As soon as the gypsum board has been completely hung in any area the Subcontractor shall remove all trash and debris generated by its work to an onsite dumpster provided by Erickson.
16. Beams, columns, and other structural items that require drywall encasement for fire

protection shall be installed in a manner consistent with the requirements of drawings and specifications.

17. Sound and thermal insulation shall be installed in a manner consistent with industry standards and per manufacturer's recommendations. Assure that insulation fits snugly between the studs and within the partition. Furnish and install sound attenuation boards shown or required in partitions.
18. When applying multi-layer drywall applications, adhere to the recommendations of the U.S. Gypsum Handbook. Repair, without extra cost to the Contractor, any weather damage. Damage repair must comply with recommendations as stated above.
19. The Contractor will provide general lighting and temporary power and wiring throughout the structure while the Subcontractor shall provide specific task lighting required to finish its work.
20. Take whatever precautions necessary to protect the work from the elements. Apply drywall finishes at temperatures recommended in the U.S. Gypsum Handbook. Repair, without extra cost to the contractor, weather damaged drywall. Damage repair must comply with recommendations as stated above. (Erickson Construction, LLC will provide a schedule to the subcontractor to reference for starting their work. The subcontractor will then protect his work from the elements as it is necessary).
21. Provide corner beads, expansion joints and other trim items required by the Contract Documents to provide a finished system.
22. Tape, float, and sand to produce the specified level of finish that is required by the specifications. Point up any irregularities prior to and after prime painting. Point up shall be done in two stages. The first point up is to be done after the trim and the prime coat of paint. The second point up is to be done after the first finish coat and cabinetry is installed but prior to the final coat of paint. Pay particular attention to thoroughly patch penetrations under cabinets, vanities, and appliances or any other area where rodents could enter. It is the Subcontractor's responsibility to seal all drywall penetrations even those that are found after owner occupancy by Maris Grove operational staff. The Contractor shall notify and schedule this point up operation with the Subcontractor.
23. After all finishing operations, clean joint compound, sanding dust, and other plaster products from metal doorframes, floors, and other surfaces. If joint compound is spilled on the floors, scrape floors and leave them in a condition acceptable to the Contractor. Subcontractor shall not use metal scrapers, Goof Off or scuff pads to remove drywall mud from Countertops, vanities, glass or an other surface.
24. Nothing in this scope of work shall relieve the Subcontractor from complying with the Contract Documents, Concord Township, Delaware County, or national Building codes (only if township's request complies with plans).
25. If excessive point up is required after painting operations the Subcontractor shall hold the Contractor harmless from the extra cost.

 Sub: KIM

26. It is the subcontractor's responsibility to provide qualified labor to complete all punch up and punch list items. Erickson Construction may not provide any punch out labor. Erickson Construction will supplement the subcontractor's labor and back charge the subcontractor for any work that the subcontractor fails to complete in the agreed upon amount of time.
27. Provide sufficient support for any items such as lights and diffusers to safely adequately support those items while completing this subcontractor's work. MEP subcontractors will supply their own supports for lights and diffusers. Ceiling suspension system shall be solely supported from the building structure. This suspension system shall be per the Contract Documents and the U.S. Gypsum Handbook or whichever is the more stringent.
28. Make proper cuts in acoustical tile to receive sprinkler heads, fixtures, etc. in a neat and workmanlike manner. Replace tiles cut irregularly around escutcheons, frames, etc.
29. Furnish and install any required thermal or sound insulation on top of acoustical ceiling (if indicated per plans).
30. Subcontractor agrees to make any repairs or modifications necessary to exterior wall sheathing as necessary to provide an acceptable substrate for scheduled exterior finishes. Subcontractor can access work area via Scaffold. The Subcontractor before repair work is done will verify that the repair or modification in conjunction with the Project Superintendent is not due to the incorrect installation of the panel.
31. A project two-week look-ahead schedule will be distributed in the field to all Subcontractors. If, due to the fault of the Subcontractor, Saturdays are needed to make up time on this schedule they will be required to do so. Otherwise, Saturdays are to be makeup days for days lost during the week.
32. Subcontractor must have a valid Concord Township License.
33. All applicable sales tax is included.
34. Cost of required Payment & Performance Bond is included in the contract amount.

END OF EXHIBIT 'B'

EC Sub: UW

**EXHIBIT "C"**

**SUBCONTRACTOR SCHEDULE OF VALUES**

- I. Subcontractor agrees to perform the Work in accordance with the terms and provisions of the Subcontract and in accordance with the Contract Documents. Subcontractor shall perform the Work as detailed and in accordance with the Subcontract Analysis for the sum of \$1,084,000.00.



# Winchester Group, Inc.

7511-A PULASKI HIGHWAY

BALTIMORE, MARYLAND 21237-2531

PHONE: 410-866-8800 • FAX: 410-866-3125

June 10, 2008

Erickson Construction, L.L.C.  
Maris Grove, Concord Campus  
115 Brinton Lake Road  
Glen Mills, PA 19342

Attention: Mike Nasife / Jim Stearns

Reference: Residential Building # 2.4

We are submitting our " Revised " schedule of values for the above referenced project as follows:

		Terrace	1st. Floor	2nd. Floor	3rd. Floor	4th. Floor	5th. Floor
Interior Metal Framing							
Material		\$16,775.00	\$28,700.00	\$28,600.00	\$28,600.00	\$28,600.00	\$31,855.00
Installation		\$16,295.00	\$28,020.00	\$27,865.00	\$27,865.00	\$27,865.00	\$28,000.00
Building Insulation		\$15,225.00	\$23,280.00	\$23,420.00	\$23,420.00	\$23,420.00	\$69,400.00
Acoustical ceilings							
Material		\$3,250.00	\$4,600.00	\$4,385.00	\$4,385.00	\$4,385.00	\$4,345.00
Grid installed		\$620.00	\$880.00	\$835.00	\$835.00	\$835.00	\$830.00
Tile installed		\$380.00	\$540.00	\$515.00	\$515.00	\$515.00	\$510.00
Drywall							
Material		\$21,880.00	\$38,920.00	\$39,900.00	\$39,900.00	\$39,900.00	\$48,060.00
Hung		\$12,445.00	\$21,995.00	\$22,495.00	\$22,495.00	\$22,495.00	\$27,065.00
Finished		\$10,015.00	\$17,690.00	\$18,095.00	\$18,095.00	\$18,095.00	\$21,770.00
Sanded		\$1,625.00	\$2,870.00	\$2,935.00	\$2,935.00	\$2,935.00	\$3,530.00
Point Up		\$2,975.00	\$5,260.00	\$5,380.00	\$5,380.00	\$5,380.00	\$6,470.00
Clean Up		\$2,280.00	\$4,025.00	\$4,125.00	\$4,125.00	\$4,125.00	\$4,935.00
Bonding	\$14,815.00						
Totals	\$1,077,780.00	\$103,765.00	\$176,780.00	\$178,550.00	\$178,550.00	\$178,550.00	\$246,770.00

Drywall • Metal Studwork • Acoustics • Insulation • Clean-Up Services

ONE

# Winchester Group, Inc.

7511-A PULASKI HIGHWAY

BALTIMORE, MARYLAND 21237-2531

PHONE: 410-866-8800 • FAX: 410-866-3125

June 10, 2008

Erickson Construction, L.L.C.  
Maris Grove, Concord Campus  
115 Brinton Lake Road  
Glen Mills, PA 19342

Attention: Mike Nasife / Jim Stearns

Reference: Link RB # 2.4 to RB # 2.2

We are submitting the schedule of values for the above referenced project as follows:

Exterior Metal Framing		
Material		\$1,755.00
Installation		\$1,135.00
Exterior Sheathing		
Material		\$435.00
Installation		\$205.00
Interior Metal Framing		
Material		\$365.00
Installation		\$495.00
Building Insulation		\$695.00
Acoustical ceilings		
Material		\$230.00
Grid installed		\$50.00
Tile installed		\$50.00
Drywall		
Material		\$310.00
Hung		\$210.00
Finished		\$170.00
Sanded		\$25.00
Point Up		\$50.00
Clean Up		\$40.00
Bonding	N/A	
Totals	\$6,220.00	\$6,220.00

Drywall • Metal Studwork • Acoustics • Insulation • Clean-Up Services

KMC

**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.**  
**115 Brinton Lake Road**  
**Glen Mills, PA, 19342**

**ATTN: Project Manager, Michael Nasife**

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 20<sup>th</sup> 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 20<sup>th</sup> of the month*, your payment will be delayed until the following month's payment cycle.

EXHIBIT "D"  
APPLICATION AND CERTIFICATE FOR PAYMENT

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

DATE:

PROJECT: 512RB24  
JOB: Maris Grove Residential Building  
2.4

FROM: Winchester Group, Inc.

APPLICANT NO.:  
PERIOD TO:

1. Original Contract Amount	\$
2. Change Orders Issued to Date (Thru C.O. # )	\$
3. Contract Sum to Date (Line 1+2)	\$
4. Total Completed & Stored to Date	\$
5. Less Retainage ( %)	\$
6. Total Earned to Date Less Retainage (Line 4-5)	\$
7. Less Previous Requisitions	\$
8. Payment Due This Period (Line 6-7)	\$

SUBCONTRACTORS AFFIDAVIT & RELEASE OF LIEN:

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

CONTRACTOR: By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Officer, General Partner, or Owner)

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

NOTES:

TO BE COMPLETED BY PROJECT MANAGER

RETAINAGE RELEASE	\$
PROGRESS BILLING	\$
RETAINAGE HELD	\$
TOTAL AMOUNT DUE	\$
PROJECT NUMBER	512RB24
COST CODE #	48400-092501
APPROVED BY	
APPROVED DATE	

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

FOR ACCOUNTING USE ONLY	
DATE RECEIVED	
REVIEWED BY	

**EXHIBIT "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, LLC.**  
Corporate Office  
991 Corporate Blvd.  
Linthicum, 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 Officers 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.**

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

STATE OF:

COUNTY OF:

Original Contract Amount:	\$	_____
Approved Change Orders:	\$	_____
Adjusted Contract Amount:	\$	_____
Completed to Date:	\$	_____
Retention:	\$	_____
Total Earned (Less Retention):	\$	_____
Previous Payments:	\$	_____
Current Payment:	\$	_____
Contract Balance:	\$	_____

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

The UNDERSIGNED being duly sworn states that he is the \_\_\_\_\_ (title)  
of \_\_\_\_\_ (firm) who has a contract with \_\_\_\_\_  
for furnishing \_\_\_\_\_ for the improvements being erected on  
real estate known and identified as Maris Grove Residential Building 2.4 located in \_\_\_\_\_  
County, State of \_\_\_\_\_ and owned by \_\_\_\_\_

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

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

Signed this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_  
By: \_\_\_\_\_ Contractor/Supplier/Subcontractor  
\_\_\_\_\_  
Signature & Title (Must be an Officer)

Signed and sworn to before me this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Notary Public Signature

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

STATE OF:	)	Original Contract Amount:	\$
	) S.S.	Approved Change Orders:	\$
COUNTY OF:	)	Adjusted Contract Amount:	\$
		Completed to Date:	\$
		Retention:	\$
		Total Earned (Less Retention):	\$
		Previous Payments:	\$
		Current Payment:	\$
		Contract Balance:	\$

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

The UNDERSIGNED being duly sworn states that he is the \_\_\_\_\_ (title)  
 of \_\_\_\_\_ (firm) who has a contract with \_\_\_\_\_  
 for furnishing \_\_\_\_\_ for the improvements being erected on real  
 estate known and identified as Maris Grove Residential Building 2.4 located in \_\_\_\_\_  
 County, State of \_\_\_\_\_ and owned by \_\_\_\_\_

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

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_  
 By: \_\_\_\_\_ Contractor/Supplier/Subcontractor  
 \_\_\_\_\_ (Title)

Signed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_  
 Notary Public

EC  Sub: KMC



**EXHIBIT "G1"**  
**Instructions for Exhibit "G"**

**ERICKSON CONSTRUCTION, LLC.**  
**Corporate Office**  
**991 Corporate Blvd.**  
**Linthicum, Maryland 21090**  
**Attn: Accounts Payable Clerk**

**EXHIBIT G - VENDOR/TEIR SUBCONTRACTOR LIST**

The attached Vendor/Tier Subcontractor List (Exhibit G) from must be fully completed, properly executed by authorized Corporate Officer or Owner/Proprietor with Original Signatures, Notarized and must be in our office at the above address no later than the 20<sup>th</sup> day of the month.

If you Vendor/Tier Subcontractor list (Exhibit G) is not fully executed and received on a timely basis, i.e. no later than the 20<sup>th</sup> day of the month, previous payment not covered by a current waiver of lien will be deducted from your expected payment.

EC:  Sub: 



## EXHIBIT "G"

### Vendor/ Tier Subcontractor List

Please identify below on the spaces provided the names of all tier subcontractors and/or vendors who will supply materials and/or services whose value will exceed \$1000.00 to the referenced project, the contact parson, addresses and telephone numbers for each.

Company Name	HILTI
Contact	Steve Harris
Address	P.O. Box 21148, Tulsa, OK 74121
Telephone	1-800-879-8000
Fax	1-800-879-7000
Company Name	Devere Insulation Company
Contact	Bob Devere
Address	7501 Resource Ct., Baltimore, MD 21226
Telephone	410-766-7408
Fax	411-760-6542
Company Name	Raven Crane & Equipment, LLC.
Contact	Jim Rex
Address	301 Water Street, Wilmington, DE, 19804
Telephone	302-633-2488
Fax	302-633-2988
Company Name	Ciesco Inc.
Contact	Anthony Cacciavillani
Address	299 Boot Road, Suite 300, Downingtown, PA 19335
Telephone	610-518-2233
Fax	610-518-2236
Company Name	Myers Maintenance Company, L.C.C.
Contact	Bill Myers
Address	900 North Delsea Drive, Clayton, New Jersey 08312
Telephone	856-307-2340
Fax	856-307-2344
Company Name	
Contact	
Address	
Telephone	
Fax	
Company Name	
Contact	
Address	
Telephone	
Fax	
Company Name	
Contact	
Address	
Telephone	
Fax	
Company Name	
Contact	
Address	
Telephone	
Fax	

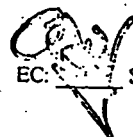
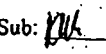
EC:            Sub: KIM

## EXHIBIT "H" Schedule B INSURANCE

Subcontractor shall obtain insurance of the types and in the amounts described below:

TYPE OF COVERAGE	AMOUNT OF COVERAGE (LIMITS)
<u>AD.1 Worker's Compensation</u>  <u>Employer's Liability</u>	Statutory Limits (set by states)  Bodily Injury by Accident = \$100,000. Ea. Accident Bodily Injury by Disease = \$500,000. Policy Limit Bodily Injury by Disease = \$100,000. Ea. Employee
<u>AD.2 Commercial General Liability:</u> written on ISO occurrence form and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).  <u>The policy must not be limited by Residential construction exclusions that are applicable to the work performed under this agreement.</u>	<u>Occurrence Form, minimum required limits:</u>  General Aggregate Limit (other than Products/Completed Operations): \$1,000,000.  Products/Completed Operations Aggregate Limit: \$1,000,000.  Each Occurrence Limit: \$1,000,000.  Personal Injury & Advertising Injury Limit: \$1,000,000.  Contractual Liability: \$1,000,000.
<u>AD.3 Business Auto Liability:</u> covering any automobile, including hired and non-owned auto's	Minimum required limits:  Bodily Injury Each Person: \$1,000,000. Bodily Injury Each Accident: \$1,000,000. Property Damage Each Accident: \$1,000,000.  Or, \$1,000,000. combined bodily injury and property damage each accident limit for all of the above
<u>AD.4 Commercial Umbrella Insurance Policy:</u> or Excess Liability coverage applicable to Employers' Liability, General Liability, and Automobile Liability and meeting at least the same coverage requirements under each as stated above.	<u>Occurrence Form, minimum required limits:</u>  \$4,000,000. each occurrence \$4,000,000. aggregate
<u>AD.5 Property Insurance:</u> covering all personal property including rented, leased or borrowed tools and equipment brought on site by Subcontractor. Subcontractor hereby waives all right of recovery against Contractor, its parent company, Owner, and Operator for loss or damage to such property however caused.	Replacement Cost or Actual Cash Value

(\*Refer to Article 12.1.2 for additional insured requirements.)

EC:  Sub: 

## EXHIBIT "I"

### Payment Bond

#### AIA Document A312 – Electronic Format

- Subcontractor must include the name of the Owner and Lender as Dual Oblige.
- Subcontractor may provide this information in the form of a Dual Oblige Rider.
- Two original copies of all bonds are required and should be forwarded to the Corporate Office located at: 991 Corporate Blvd., Linthicum, MD 21090.

## EXHIBIT "J"

### Performance Bond

#### AIA Document A312 – Electronic Format

- Subcontractor must include the name of the Owner and Lender as Dual Oblige.
- Subcontractor may provide this information in the form of a Dual Oblige Rider.
- Two original copies of all bonds are required and should be forwarded to the Corporate Office located at: 991 Corporate Blvd., Linthicum, MD 21090.

## **EXHIBIT C**

RETURN TO:  
Chicago Title Insurance Co.  
1601 Market Street, Ste. #2550  
Philadelphia, PA 19103  
815-90653 (Y3)

QUITCLAIM DEED

71 ①  
WHEN RECORDED MAIL TO:  
CHICAGO TITLE  
1129 20th STREET, N.W.  
SUITE 600  
WASHINGTON, D.C. 20036  
CASE NO: 150 250205

This deed made the 11th day of October 2005 between Concord Campus, L.P., a Maryland limited partnership ("Grantor"), of the one part, and Strategic Concord Landholder, L.P. a Maryland limited partnership ("Grantee"), of the other part.

Witnesseth that the said Grantor for and in consideration of the sum of Ten (10) Dollars in lawful money of the United States of America, well and truly paid by the said Grantee to it, at or before the sealing and delivery here-of, the receipt whereof is hereby acknowledged, Grantor granted, remised, released and quitclaimed, and by these presents and does remise, release and quitclaim unto the said Grantee and its heirs and assigns,

The property described on Exhibit A attached hereto.

Together with all and singular the tenements, hereditaments and appurtenances, thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor, as well at law as in equity, of, in, and to the same.

Under and Subject, nevertheless, as aforesaid, and that the hereby granted lot or piece of ground and any buildings now or hereafter thereon erected, shall be and remain subject to the conditions and restrictions as contained in that certain Deed, dated August 30, 2005, between Concord Properties, Inc. as Grantor and Concord Campus, L.P. as Grantee, recorded on Sept. 2 2005 in the Office of the Recorder of Deeds in and for Delaware County at Deed Book 3586 Page 1019, which conditions and restrictions are incorporated as if fully set forth herein and which conditions and conditions shall continue to run with the land.

To have and to hold the above mentioned premises together with the appurtenances, unto the said Grantee, and its heirs and assigns, forever.

[Signature on following page.]

MAP  
Parcel ID #13-19-004 & Part of Parcel ID #13-20-070  
Rollin # 13-00-00233-00 & 13-00-00197-10

CONCHESTER RD + BRINTON LAKE RD

RD 6403843-1112  
2005100313 11/02/2005 01 55:38 PM:1  
-01117 54000

ST-0000



DELAWARE COUNTY

13 CONCORD RD 00

THOMAS J. SMITH JR. MAY

[THE PROPERTY SUBJECT TO THIS DEED IS BEING TRANSFERRED TO SECURE REPAYMENT OF A DEBT.]

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
DIVISION OF INDIVIDUAL TAXES  
DEPT. 006101  
HARRISBURG, PA 17126-0101

# REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDING USE ONLY	
State Tax Paid	0
Book Number	5043
Page Number	112
Date Received	11/21/05

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) where the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is actually exempt from tax based on: (1) family relationship or (2) public utility assessment. If more space is needed, attach additional sheet(s).

## A CORRESPONDENT - All inquiries may be directed to the following person:

Name: <b>Gerald Doherty</b>		Telephone Number:
Best Address:		Area Code: <b>(410) 737-8844</b>
<b>701 Maiden Choice Lane</b>	City: <b>Baltimore</b>	State: <b>MD</b>
		Zip Code: <b>21228</b>

## B TRANSFER DATA

Grantee(s) (Name(s))	Date of Acquisition of Document
<b>Concord Campus LP</b>	<b>October 11, 2005</b>
Grantor(s) (Name(s))	Completed/Unrecorded
<b>Strategic Concord Landholder, LP</b>	
Grant Address	Received by
<b>701 Maiden Choice Lane</b>	<b>C/o Mr. Andrew Sauman, Morgan Stanley/MS Re Investing Gr.</b>
City: <b>Baltimore</b>	State: <b>MD</b>
Zip Code: <b>21228</b>	City: <b>1885 Broadway, Floor 37, NY</b>
	State: <b>NY</b>
	Zip Code: <b>10036</b>

## C PROPERTY LOCATION

Best Address:	City, Township, Borough
<b>117 Bridon Lake Road</b>	<b>Glen Mills, Concord Township</b>
County: <b>Delaware</b>	School District: <b>SEAFORD VALLEY</b>
	Map Parcel Number:
	Part of parcel 13-00-070 & 13-19-004

## D VALUATION DATA

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
<b>\$25,000,000</b>	<b>0</b>	<b>\$25,000,000</b>
4. Family Assessed Value	5. Common Level Sales Price	6. Fair Market Value
<b>SEE ATTACHED</b>	<b>1.58</b>	<b>\$3,891,242.00</b>

## E EXEMPTION DATA

1a. Amount of Exemption Claimed	1b. Percentage of Interest Conveyed
<b>0%</b>	<b>100%</b>

## 2. Check Appropriate Box Below for Exemption Claimed

- ☐ Will or intestate succession
- ☐ Transfer to Industrial Development Agency.
- ☐ Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- ☐ Transfer between principal and agent. (Attach complete copy of agency/trust party agreement.)
- ☐ Transfers to the Commonwealth, the United States and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- ☐ Transfer from mortgagee to a holder of a mortgage in default. Mortgage Book Number  Page Number
- ☐ Corrective or confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed.)
- ☐ Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- ☒ Other (Please explain exemption claimed, if other than listed above.)

Section 91.112(b)(2)(i)

Property being transferred to secure repayment of a debt

Under penalties of law, I declare that I have described the conveyance, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Conveyancer or Representative Party	Date
	<b>10/11/05</b>

FOLIO NUMBER	ASSESSMENT	COMMON LEVEL RATIO	FAIR MARKET VALUE
13-20-70	\$ 848,740.00	1.38	\$1,309,261.20
13-19-004	\$2,202,160.00	1.38	\$3,038,980.80

**TOTAL FAIR MARKET VALUE      \$4,348,242.00**



**EXHIBIT A**

Description of the Land

All that certain lot and parcel of land located in Delaware County, Pennsylvania and more particularly described as follows:

See Exhibit "A" attached

TOGETHER WITH that certain Loop Road Access Easement described on Exhibit "B" attached

FURTHER TOGETHER WITH those certain Temporary Construction/Grading Easements A, B, C and D described on Exhibit "C" attached

FURTHER TOGETHER WITH those Signage Easements described on Exhibit "D" attached.

FURTHER TOGETHER WITH that certain 20 Foot Wide Sanitary Sewer Easement described on Exhibit "E" attached.

Exhibit A.1



# CONTROL POINT ASSOCIATES, INC.

BOUNDARY & TOPOGRAPHIC SURVEYS • SUBDIVISIONS • CONSTRUCTION STAKEOUT

New Britain Corporate Center  
1080 Manor Drive  
Suite 120  
Chillicothe, PA 18014  
610.712.8880  
610.712.8881 fax  
www.cpasurvey.com

January 11, 2004  
Revised July 24, 2005  
CP0001

METER AND BOUNDING DESCRIPTION  
PROPOSED LOT 8 (TRACT)  
PARCEL 13-19-004 & PART OF PARCEL 13-30-070  
LANDS NOW OR FORMERLY CONCORDIA PROPERTIES, INC.  
CONCORD TOWNSHIP, DELAWARE COUNTY  
COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT THE INTERSECTION OF THE TITLE LINE IN THE BED OF BRINTON LAKE ROAD (A.K.A. BRINTON MILL ROAD, A.K.A. MILLER ROAD, A.K.A. T-983, 25 FOOT WIDE RIGHT-OF-WAY), WITH THE TITLE LINE IN THE BED OF SPIRO VALLEY ROAD (A.K.A. MARSHALL ROAD, 25 FOOT WIDE RIGHT-OF-WAY), AND FROM SAID POINT OF BEGINNING RUNNING, THENCE:

THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG THE TITLE LINE THROUGH THE BED OF BRINTON LAKE ROAD:

1. NORTH 25 DEGREES 14 MINUTES 44 SECONDS WEST, A DISTANCE OF 3,810.35 FEET TO A POINT OF CURVATURE, THENCE;
2. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 22 DEGREES 23 MINUTES 31 SECONDS, AN ARC LENGTH OF 234.35 FEET, A CHORD BEARING NORTH 14 DEGREES 03 MINUTES 48 SECONDS WEST AND A CHORD DISTANCE OF 233.06 FEET TO A POINT OF TANGENCY, THENCE;
3. NORTH 01 DEGREE 31 MINUTES 23 SECONDS WEST, A DISTANCE OF 1594.1 FEET TO A CORNER, THENCE;
4. CROSSING THE BED OF BRINTON LAKE ROAD, AND ALONG THE DIVIDING LINE BETWEEN PARCEL 13-19-004, LANDS NOW OR FORMERLY CONCORDIA PROPERTIES, INC. AND PARCEL 13-19-003, LANDS NOW OR FORMERLY THOMPSON, NORTH 01 DEGREE 09 MINUTES 04 SECONDS EAST, A DISTANCE OF 727.21 FEET TO AN IRON PIPE, THENCE;

THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG A LINE DIVIDING PARCEL 13-19-004 AND PARCEL 13-19-006, LANDS NOW OR FORMERLY WAWA, INC.:

1. SOUTH 24 DEGREE 23 MINUTES 36 SECONDS EAST, A DISTANCE OF 488.85 FEET TO A CORNER, THENCE;
2. SOUTH 03 DEGREE 34 MINUTES 04 SECONDS WEST, A DISTANCE OF 111.65 FEET TO A CORNER, THENCE;
3. SOUTH 23 DEGREE 13 MINUTES 36 SECONDS EAST, A DISTANCE OF 66.00 FEET TO A CORNER, THENCE;
4. ALONG THE COMMON DIVIDING LINE BETWEEN PARCEL 13-19-004; PARCEL 13-30-070, LANDS NOW OR FORMERLY CONCORDIA PROPERTIES, INC. AND PARCEL 13-19-006, NORTH 05 DEGREE 23 MINUTES 00 SECONDS EAST, A DISTANCE OF 143.06 FEET TO A STONE MONUMENT, THENCE;

© Newburg, NJ  
609.461.0079

Other Office Locations:  
B Towson, MD  
410.484.9443

© Sterling, VA  
703.561.9443

Exhibit A.2

Lot B (TRACT)



CONTROL POINT  
ASSOCIATES, INC.

Survey 15, 1995  
Revised July 26, 2005  
CP0001  
Control Top, Delaware Co., PA  
Page 2

9. ALONG THE COMMON DIVIDING LINE BETWEEN PARCEL 13-30-076, PARCEL 13-15-006, AND PARCEL 13-19-007, LANDS NOW OR FORMERLY STYRE LAND HOLDING, NORTH 69 DEGREES 06 MINUTES 25 SECONDS EAST, A DISTANCE OF 671.22 FEET TO A STONE FOUND, THENCE;

THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG A PROPOSED SUBDIVISION LINE THROUGH PARCEL 13-30-076:

10. SOUTH 24 DEGREES 03 MINUTES 37 SECONDS EAST, A DISTANCE OF 626.30 FEET TO A POINT OF CURVATURE, THENCE;
11. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 158.89 FEET, A CENTRAL ANGLE OF 91 DEGREES 19 MINUTES 08 SECONDS, AN ARC LENGTH OF 334.92 FEET, A CHORD BEARING SOUTH 49 DEGREES 18 MINUTES 41 SECONDS EAST AND A CHORD DISTANCE OF 360.68 FEET TO A CORNER, THENCE;
12. NORTH 64 DEGREES 46 MINUTES 15 SECONDS EAST A DISTANCE OF 276.46 FEET TO A CORNER, THENCE;
13. ALONG A LINE THROUGH PARCEL 13-30-076 AND ALONG THE DIVIDING LINE BETWEEN PARCEL 13-30-076 AND PARCEL 13-15-077, LANDS NOW OR FORMERLY LANFLECH, SOUTH 23 DEGREES 13 MINUTES 45 SECONDS EAST, A DISTANCE OF 831.86 FEET TO A POINT ON THE TITLE LINE IN THE BED OF SPRING VALLEY ROAD, THENCE;

THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE TITLE LINE THROUGH THE BED OF SPRING VALLEY ROAD:

14. SOUTH 64 DEGREES 20 MINUTES 00 SECONDS WEST, A DISTANCE OF 891.83 FEET TO AN ANGLE POINT, THENCE;
15. SOUTH 64 DEGREES 30 MINUTES 00 SECONDS WEST, A DISTANCE OF 1,237.42 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 3,796,374 SQUARE FEET OR 87.197 ACRES

THIS PROPERTY SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS, AS CONTAINED IN A TITLE COMMITMENT REPORT PREPARED BY CHICAGO TITLE INSURANCE COMPANY, FILE NO. 567452W, WITH AN EFFECTIVE DATE OF 03/1/03.

THIS DESCRIPTION WAS WRITTEN BASED UPON A MAP ENTITLED "ALTA/ACSM LAND TITLE SURVEY, CONCORD CAMPUS, I.F., SPRING VALLEY ROAD & BRYANTON LAKE ROAD, PART OF PARCEL 13-30-076 & PARCEL 13-15-004, CONCORD TOWNSHIP, DELEWARE COUNTY, COMMONWEALTH OF PENNSYLVANIA", PREPARED BY CONTROL POINT ASSOCIATES, INC., CP0001, DATED 10/14/03, LAST REVISED 7/26/05, DWG. NO. 1 OF 1.

JOSEPH J. WILSON, P.E.  
PENNSYLVANIA PROFESSIONAL  
LAND SURVEYOR NO. 30-037828-9  
CONCORD TOWNSHIP, DELEWARE COUNTY, PA



7/26/05  
DATE

Exhibit 3.1



# CONTROL POINT ASSOCIATES, INC.

BOUNDARY & TOPOGRAPHIC SURVEYS • SUBDIVISIONS • CONSTRUCTION STAKEOUT

New Britain Corporate Center  
1000 Monar Drive  
Suite 120  
Chalfont, PA 18914  
717.712.8888  
215.712.8882 fax  
www.cpointassoc.com

July 22, 2003  
Revised August 24, 2003  
C703091

**METES AND BOUNDS DESCRIPTION  
LOOP ROAD "ACCESS" EASEMENT (A.K.A. EVERGREEN DRIVE)  
PART OF PARCEL 13-30-070  
LANDS NOW OR FORMERLY CONCORDEL PROPERTIES, INC.  
CONCORD TOWNSHIP, DELAWARE COUNTY  
COMMONWEALTH OF PENNSYLVANIA**

BEGINNING AT A POINT ON THE SOUTHEASTERLY PROPOSED RIGHT-OF-WAY OF BALTIMORE PIKE (A.K.A. PENNSYLVANIA STATE HIGHWAY U.S. ROUTE 1 AND 322, A.K.A. S.R. 9901, A.K.A. I.R. 131, A.K.A. U.S. ROUTE 1, VARIABLE WIDTH RIGHT-OF-WAY), AT ITS INTERSECTION WITH THE DIVIDING LINE BETWEEN PARCEL 13-30-070, LANDS NOW OR FORMERLY CONCORDEL PROPERTIES, INC. AND PARCEL 13-30-071, LANDS NOW OR FORMERLY STYER, LAND HOLDING, AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

1. ALONG THE PROPOSED RIGHT-OF-WAY LINE OF BALTIMORE PIKE, NORTH 77 DEGREES 59 MINUTES 17 SECONDS EAST, A DISTANCE OF 184.71 FEET TO A POINT OF CURV, THENCE;

THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES THROUGH PART OF PARCEL 13-30-070:

2. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 70 DEGREES 20 MINUTES 00 SECONDS, AN ARC LENGTH OF 73.65 FEET, A CHORD BEARING SOUTH 23 DEGREES 00 MINUTES 17 SECONDS WEST AND A CHORD DISTANCE OF 69.11 FEET TO A POINT OF TANGENCY, THENCE;
3. SOUTH 12 DEGREES 00 MINUTES 43 SECONDS EAST, A DISTANCE OF 189.19 FEET TO A CORNER, THENCE;
4. SOUTH 02 DEGREES 56 MINUTES 02 SECONDS EAST, A DISTANCE OF 76.04 FEET TO A CORNER, THENCE;
5. SOUTH 11 DEGREES 09 MINUTES 43 SECONDS EAST, A DISTANCE OF 57.22 FEET TO A POINT OF CURVATURE, THENCE;
6. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 330.80 FEET, A CENTRAL ANGLE OF 21 DEGREES 34 MINUTES 15 SECONDS, AN ARC LENGTH OF 134.24 FEET, A CHORD BEARING SOUTH 01 DEGREE 13 MINUTES 35 SECONDS EAST AND A CHORD DISTANCE OF 123.51 FEET TO A POINT OF TANGENCY, THENCE;
7. SOUTH 09 DEGREES 33 MINUTES 33 SECONDS WEST, A DISTANCE OF 144.61 FEET TO A POINT OF CURVATURE, THENCE;
8. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 33 DEGREES 37 MINUTES 10 SECONDS, AN ARC LENGTH OF 158.43 FEET, A CHORD BEARING SOUTH 07 DEGREE 15 MINUTE 02 SECONDS EAST AND A CHORD DISTANCE OF 156.16 FEET TO A POINT OF TANGENCY, THENCE;

in Washington, MD  
703.601.0099

Other Office Locations:  
in Hagerstown, MD  
410.494.9445

in Seaside, VA  
703.504.8400



CONTROL POINT  
ASSOCIATES, INC.

July 21, 1998  
Revised August 24, 1998  
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Contract No. 98-001  
Page 3

9. SOUTH 24 DEGREES 03 MINUTES 37 SECONDS EAST, A DISTANCE OF 1,071.23 FEET TO A POINT OF CURVATURE, THENCE;
10. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 281.06 FEET, A CENTRAL ANGLE OF 91 DEGREES 10 MINUTES 08 SECONDS, AN ARC LENGTH OF 433.49 FEET, A CHORD BEARING SOUTH 69 DEGREES 34 MINUTES 41 SECONDS EAST AND A CHORD DISTANCE OF 607.34 FEET TO A POINT OF TANGENCY, THENCE;
11. NORTH 64 DEGREES 44 MINUTES 15 SECONDS EAST, A DISTANCE OF 318.06 FEET TO A POINT OF CURVATURE, THENCE;
12. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 570.00 FEET, A CENTRAL ANGLE OF 61 DEGREES 49 MINUTES 26 SECONDS, AN ARC LENGTH OF 64.34 FEET, A CHORD BEARING NORTH 61 DEGREES 51 MINUTES 31 SECONDS EAST AND A CHORD DISTANCE OF 64.32 FEET TO A POINT OF TANGENCY, THENCE;
13. ALONG A LINE THROUGH PART OF PARCEL 13-30-070 AND PART OF PARCEL 13-30-069, LANDS NOW OR FORMERLY PETSCHELT, NORTH 60 DEGREES 54 MINUTES 49 SECONDS EAST, A DISTANCE OF 777.92 FEET TO A POINT OF CURVATURE, THENCE;

THE FOLLOWING THREE (3) COURSES AND DISTANCES THROUGH PARCEL 13-30-069:

14. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 16 DEGREES 25 MINUTES 31 SECONDS, AN ARC LENGTH OF 134.34 FEET, A CHORD BEARING NORTH 32 DEGREES 44 MINUTES 04 SECONDS EAST AND A CHORD DISTANCE OF 134.31 FEET TO A POINT OF NON-TANGENCY, THENCE;
15. NORTH 29 DEGREES 53 MINUTES 21 SECONDS EAST, A DISTANCE OF 36.38 FEET TO A POINT, THENCE;
16. NORTH 34 DEGREES 54 MINUTES 24 SECONDS EAST, A DISTANCE OF 99.92 FEET TO A POINT OF CURVATURE, THENCE;
17. ALONG A LINE THROUGH PARCEL 13-30-069 AND PART OF PARCEL 13-30-070, ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 25 DEGREES 22 MINUTES 46 SECONDS, AN ARC LENGTH OF 39.57 FEET, A CHORD BEARING NORTH 34 DEGREES 15 MINUTES 01 SECOND EAST AND A CHORD DISTANCE OF 39.54 FEET TO A POINT OF COMPOUND CURVATURE, THENCE;

THE FOLLOWING TWO COURSES AND DISTANCES THROUGH PART OF PARCEL 13-30-070:

18. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 46.00 FEET, A CENTRAL ANGLE OF 62 DEGREES 39 MINUTES 02 SECONDS, AN ARC LENGTH OF 43.57 FEET, A CHORD BEARING NORTH 19 DEGREES 53 MINUTES 54 SECONDS WEST AND A CHORD DISTANCE OF 41.79 FEET TO A POINT OF NON-TANGENCY, THENCE;
19. NORTH 34 DEGREES 35 MINUTES 10 SECONDS EAST, A DISTANCE OF 4.71 FEET TO A POINT ON THE SOUTHWESTERLY PROPOSED RIGHT-OF-WAY OF CONCHESTER HIGHWAY (A.K.A. S.R. 6322, A.K.A. T.R. 322, VARIABLE WIDTH RIGHT-OF-WAY), THENCE;
20. ALONG THE SOUTHWESTERLY PROPOSED RIGHT-OF-WAY OF CONCHESTER HIGHWAY, SOUTH 51 DEGREES 34 MINUTES 50 SECONDS EAST, A DISTANCE OF 199.34 FEET TO A CORNER, THENCE;

Exhibit A.3



CONTROL POINT  
ASSOCIATES, INC.

July 22, 2008  
Revised August 25, 2008  
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Grand Top, Delaware Co., PA  
Page 7

THE FOLLOWING FOUR (4) COURSES AND DISTANCES THROUGH PARCEL 13-20-049:

21. SOUTH 34 DEGREES 35 MINUTES 10 SECONDS WEST, A DISTANCE OF 149 FEET TO A CORNER, THENCE;
22. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 83 DEGREES 46 MINUTES 19 SECONDS, AN ARC LENGTH OF 83.04 FEET, A CHORD BEARING SOUTH 86 DEGREES 41 MINUTES 28 SECONDS WEST AND A CHORD DISTANCE OF 94.79 FEET TO A POINT OF TANGENCY, THENCE;
23. SOUTH 44 DEGREES 41 MINUTES 16 SECONDS WEST, A DISTANCE OF 190.64 FEET TO A POINT OF CURVATURE, THENCE;
24. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 16 DEGREES 08 MINUTES 34 SECONDS, AN ARC LENGTH OF 149.32 FEET, A CHORD BEARING SOUTH 52 DEGREES 52 MINUTES 23 SECONDS WEST AND A CHORD DISTANCE OF 148.53 FEET TO A POINT OF TANGENCY, THENCE;
25. ALONG A LINE THROUGH PARCEL 13-20-049 AND PART OF PARCEL 13-20-070, SOUTH 69 DEGREES 36 MINUTES 49 SECONDS WEST, A DISTANCE OF 777.52 FEET TO A POINT OF CURVATURE, THENCE;

THE FOLLOWING FIVE (5) COURSES AND DISTANCES THROUGH PART OF PARCEL 13-20-070:

26. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 1,000.00 FEET, A CENTRAL ANGLE OF 63 DEGREES 49 MINUTES 36 SECONDS, AN ARC LENGTH OF 62.34 FEET, A CHORD BEARING SOUTH 62 DEGREES 31 MINUTES 32 SECONDS WEST AND A CHORD DISTANCE OF 61.73 FEET TO A POINT OF TANGENCY, THENCE;
27. SOUTH 64 DEGREES 48 MINUTES 15 SECONDS WEST, A DISTANCE OF 344.08 FEET TO A POINT OF CURVATURE, THENCE;
28. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 345.86 FEET, A CENTRAL ANGLE OF 91 DEGREES 10 MINUTES 08 SECONDS, AN ARC LENGTH OF 549.34 FEET, A CHORD BEARING NORTH 69 DEGREES 38 MINUTES 41 SECONDS WEST AND A CHORD DISTANCE OF 492.86 FEET TO A POINT OF TANGENCY, THENCE;
29. NORTH 24 DEGREES 03 MINUTES 37 SECONDS WEST, A DISTANCE OF 237.15 FEET TO A CORNER, THENCE;
30. SOUTH 65 DEGREES 34 MINUTES 23 SECONDS WEST, A DISTANCE OF 120 FEET TO A CORNER, THENCE;
31. ALONG THE DIVIDING LINE BETWEEN PROPOSED LOT A AND PROPOSED LOT B, NORTH 24 DEGREES 03 MINUTES 37 SECONDS WEST, A DISTANCE OF 150.00 FEET TO A CORNER, THENCE;

THE FOLLOWING FIVE (5) COURSES AND DISTANCES THROUGH PART OF PARCEL 13-20-070:

32. NORTH 65 DEGREES 34 MINUTES 23 SECONDS EAST, A DISTANCE OF 120 FEET TO A CORNER, THENCE;
33. NORTH 24 DEGREES 03 MINUTES 37 SECONDS WEST, A DISTANCE OF 481.00 FEET TO A POINT OF CURVATURE, THENCE;

Exhibit 6.4



CONTROL POINT  
ASSOCIATES, INC.

July 22, 2004  
Revised August 24, 2004  
COURTESY  
Cassidy Top. & Survey, Inc., P.C.  
Rogers

34. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 334.00 FEET, A CENTRAL ANGLE OF 28 DEGREES 34 MINUTES 18 SECONDS, AN ARC LENGTH OF 166.43 FEET, A CHORD BEARING NORTH 69 DEGREES 34 MINUTES 29 SECONDS WEST AND A CHORD DISTANCE OF 164.72 FEET TO A POINT OF NON-TANGENCY, THENCE;
35. NORTH 64 DEGREES 30 MINUTES 34 SECONDS EAST, A DISTANCE OF 194.31 FEET TO A POINT OF CURVATURE, THENCE;
36. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 253.00 FEET, A CENTRAL ANGLE OF 13 DEGREES 49 MINUTES 28 SECONDS, AN ARC LENGTH OF 54.63 FEET, A CHORD BEARING NORTH 01 DEGREE 34 MINUTES 06 SECONDS WEST AND A CHORD DISTANCE OF 56.51 FEET TO A CORNER, THENCE;
- THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN PART OF PARCEL 13-20-079 AND PARCEL 13-19-007, LANDS NOW OR FORMERLY STEIN, LAND HOLDING:
37. NORTH 63 DEGREES 04 MINUTES 03 SECONDS EAST, A DISTANCE OF 3.94 FEET TO A CORNER, THENCE;
38. NORTH 23 DEGREES 20 MINUTES 37 SECONDS WEST, A DISTANCE OF 54.54 FEET TO A CORNER, THENCE;
- THE FOLLOWING FIVE (5) COURSES AND DISTANCES THROUGH PART OF PARCEL 13-20-079:
39. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 10.96 FEET, A CENTRAL ANGLE OF 63 DEGREES 35 MINUTES 45 SECONDS, AN ARC LENGTH OF 11.45 FEET, A CHORD BEARING NORTH 16 DEGREES 13 MINUTES 01 SECOND EAST AND A CHORD DISTANCE OF 10.23 FEET TO A POINT OF COMPOUND CURVATURE, THENCE;
40. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 253.00 FEET, A CENTRAL ANGLE OF 04 DEGREES 54 MINUTES 55 SECONDS, AN ARC LENGTH OF 39.37 FEET, A CHORD BEARING NORTH 37 DEGREES 03 MINUTES 19 SECONDS WEST AND A CHORD DISTANCE OF 39.39 FEET TO A POINT OF REVERSE CURVATURE, THENCE;
41. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 322.00 FEET, A CENTRAL ANGLE OF 19 DEGREES 29 MINUTES 04 SECONDS, AN ARC LENGTH OF 71.49 FEET, A CHORD BEARING NORTH 21 DEGREES 43 MINUTES 14 SECONDS WEST AND A CHORD DISTANCE OF 73.15 FEET TO A POINT OF TANGENCY, THENCE;
42. NORTH 13 DEGREES 08 MINUTES 43 SECONDS WEST, A DISTANCE OF 68.14 FEET TO A POINT OF CURVATURE, THENCE;
43. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 73.00 FEET, A CENTRAL ANGLE OF 54 DEGREES 37 MINUTES 44 SECONDS, AN ARC LENGTH OF 71.51 FEET, A CHORD BEARING NORTH 30 DEGREES 19 MINUTES 34 SECONDS WEST AND A CHORD DISTANCE OF 61.83 FEET TO A POINT OF NON-TANGENCY, THENCE;
44. ALONG THE DIVIDING LINE BETWEEN PART OF PARCEL 13-20-079 AND PARCEL 13-19-007, NORTH 23 DEGREES 20 MINUTES 37 SECONDS WEST, A DISTANCE OF 10.33 FEET TO THE POINT AND PLACE OF BEGINNING.

TOTAL GROSS AREA OF LOOP ROAD 'ACCESS' EASEMENT (A.K.A. EVERGREEN DRIVE)  
CONTAINING 238,371 SQUARE FEET 5.406 ACRES



CONTROL POINT  
ASSOCIATES, INC.

July 28, 2000  
Revised August 14, 2000  
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Page 4

EXCEPTING AND RESERVING THE FOLLOWING:

PART OF PARCEL 13-20-069  
LANDS NOW OR FORMERLY FITZSCHILT

BEGINNING AT A POINT ON THE SOUTHWESTERLY PROPOSED RIGHT-OF-WAY LINE OF CONCHESTER HIGHWAY (A.K.A. S.S. 0372, A.K.A. T.E. 22, VARIABLE WIDTH RIGHT-OF-WAY), SAID POINT BEING DISTANT 143.08 FEET ON A COURSE OF NORTH 51 DEGREES 34 MINUTES 50 SECONDS WEST, AS MEASURED FROM THE DIVIDING LINE BETWEEN PARCEL 13-20-069, LANDS NOW OR FORMERLY FITZSCHILT AND PARCEL 13-20-068, LANDS NOW OR FORMERLY GUERIN, AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

THE FOLLOWING FIVE COURSES AND DISTANCES THROUGH PARCEL 13-20-069:

1. SOUTH 38 DEGREES 33 MINUTES 10 SECONDS WEST, A DISTANCE OF 1.81 FEET TO A CORNER, THENCE;
2. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 63.60 FEET, A CENTRAL ANGLE OF 83 DEGREES 46 MINUTES 19 SECONDS, AN ARC LENGTH OF 83.64 FEET, A CHORD BEARING SOUTH 36 DEGREES 41 MINUTES 26 SECONDS WEST AND A CHORD DISTANCE OF 16.79 FEET TO A POINT OF TANGENCY, THENCE;
3. SOUTH 44 DEGREES 48 MINUTES 16 SECONDS WEST, A DISTANCE OF 170.64 FEET TO A POINT OF CURVATURE, THENCE;
4. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 334.89 FEET, A CENTRAL ANGLE OF 16 DEGREES 08 MINUTES 34 SECONDS, AN ARC LENGTH OF 149.31 FEET, A CHORD BEARING SOUTH 32 DEGREES 32 MINUTES 33 SECONDS WEST AND A CHORD DISTANCE OF 141.63 FEET TO A POINT OF TANGENCY, THENCE;
5. SOUTH 60 DEGREES 38 MINUTES 49 SECONDS WEST, A DISTANCE OF 34.33 FEET TO A CORNER, THENCE;
6. ALONG THE DIVIDING LINE BETWEEN PARCEL 13-20-069 AND PARCEL 13-20-070, LANDS NOW OR FORMERLY CONCORDEL PROPERTIES, INC., NORTH 25 DEGREES 33 MINUTES 33 SECONDS WEST, A DISTANCE OF 60.11 FEET TO A CORNER, THENCE;

THE FOLLOWING FOUR (4) COURSES AND DISTANCES THROUGH PARCEL 13-20-069:

7. NORTH 60 DEGREES 36 MINUTES 49 SECONDS EAST, A DISTANCE OF 30.90 FEET TO A POINT OF CURVATURE, THENCE;
8. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 476.00 FEET, A CENTRAL ANGLE OF 16 DEGREES 23 MINUTES 31 SECONDS, AN ARC LENGTH OF 134.74 FEET, A CHORD BEARING NORTH 32 DEGREES 44 MINUTES 04 SECONDS EAST AND A CHORD DISTANCE OF 134.28 FEET TO A POINT OF NON-TANGENCY, THENCE;
9. NORTH 29 DEGREES 33 MINUTES 21 SECONDS EAST, A DISTANCE OF 34.28 FEET TO A CORNER, THENCE;
10. NORTH 16 DEGREES 56 MINUTES 24 SECONDS EAST, A DISTANCE OF 15.66 FEET TO A CORNER, THENCE;
11. ALONG THE DIVIDING LINE BETWEEN PARCEL 13-20-069 AND PARCEL 13-20-070, NORTH 64 DEGREES 36 MINUTES 01 SECONDS EAST, A DISTANCE OF 163.76 FEET TO A POINT ON THE SOUTHWESTERLY PROPOSED RIGHT-OF-WAY LINE OF CONCHESTER HIGHWAY, THENCE;



Exhibit 6.6



CONTROL POINT  
ASSOCIATES INC.

14/25/2005  
Revised August 24, 2005  
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Page 6

12. ALONG THE SOUTHWESTERLY PROPOSED RIGHT-OF-WAY LINE OF CONQUESTER HIGHWAY, SOUTH 31  
DEGREES 34 MINUTES 50 SECONDS EAST, A DISTANCE OF 79.15 FEET TO THE POINT AND PLACE OF  
BEGINNING.

CONTAINING 23,818 SQUARE FEET OR 0.547 ACRES

TOTAL NET AREA OF LOOP ROAD 'ACCESS' EASEMENT (A.K.A. EVERGREEN DRIVE)

CONTAINING 13,475 SQUARE FEET OR 0.309 ACRES

THIS PROPERTY SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.

THIS DESCRIPTION WAS WRITTEN BASED UPON A MAP ENTITLED "PROPOSED EVERGREEN DRIVE SITE  
LAYOUT PLAN, BRANDOLIN PROPERTY MANAGEMENT, INC. & CONCORD CAMPUS, LP, PROPOSED LOOP  
ROAD BETWEEN ROUTE 1 & 322, CONCORD TOWNSHIP, DELAWARE COUNTY, COMMONWEALTH OF  
PENNSYLVANIA", PREPARED BY BOILEX ENGINEERING, INC., DATED 10/20/04, LAST REVISED 8/19/05, FILE NO.  
P03-0913, SHEET 2 OF 8.

JOSEPH J. WILKINS, JR.  
PENNSYLVANIA PROFESSIONAL  
LAND SURVEYOR NO. 01-007268-E



8/24/05  
DATE

Exhibit C.1



# CONTROL POINT ASSOCIATES, INC.

BOUNDARY & TOPOGRAPHIC SURVEYS • SUBDIVISIONS • CONSTRUCTION STAKEOUT

New Bridge Corporate Center  
1400 Manor Drive  
Suite 120  
Chantilly, VA 20151  
703.712.8888  
703.712.9999 fax  
www.cpasurvey.com

August 8, 2005  
Revised August 24, 2005  
CP03091

**METES AND BOUNDS DESCRIPTION  
TEMPORARY CONSTRUCTION/GRADING EASEMENT "A"  
ALONG LOOP ROAD ACCESS EASEMENT (A.K.A. EVERGREEN DRIVE)  
PART OF PARCEL 13-20-070  
LANDS NOW OR FORMERLY CONCORD DEL PROPERTIES, INC.  
CONCORD TOWNSHIP, DELAWARE COUNTY  
COMMONWEALTH OF PENNSYLVANIA**

BEGINNING AT A POINT ON THE SOUTHWESTERLY PROPOSED RIGHT-OF-WAY LINE OF CONCRETE HIGHWAY (A.K.A. S.R. 9322, A.K.A. T.R. 322, VARIABLE WIDTH RIGHT-OF-WAY), SAID POINT BEING DISTANT 123.85 FEET, ON A COURSE OF NORTH 51 DEGREES 34 MINUTES 30 SECONDS WEST, AS MEASURED FROM THE DIVIDING LINE BETWEEN PARCEL 13-20-069, LANDS NOW OR FORMERLY PETSCHERT AND PARCEL 13-20-062, LANDS NOW OR FORMERLY GUERRI, AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

THE FOLLOWING TWO (2) COURSES AND DISTANCES THROUGH PARCEL 13-20-069:

1. NORTH 64 DEGREES 04 MINUTES 57 SECONDS WEST, A DISTANCE OF 71.08 FEET TO A CORNER, THENCE;
2. SOUTH 40 DEGREES 42 MINUTES 32 SECONDS WEST, A DISTANCE OF 369.30 FEET TO A CORNER, THENCE;
3. ALONG THE COMMON DIVIDING LINE BETWEEN PARCEL 13-20-069; PARCEL 13-20-070, LANDS NOW OR FORMERLY CONCORD DEL PROPERTIES, INC.; PARCEL 13-20-062, LANDS NOW OR FORMERLY GUERRI; PARCEL 13-20-068-001, LANDS NOW OR FORMERLY CLENDENING; AND PARCEL 13-20-073, LANDS NOW OR FORMERLY HEEP, SOUTH 64 DEGREES 26 MINUTES 02 SECONDS WEST, A DISTANCE OF 551.08 FEET TO A CORNER, THENCE;
4. ALONG A LINE DIVIDING PARCEL 13-20-070 AND PARCEL 13-20-073, SOUTH 23 DEGREES 13 MINUTES 45 SECONDS EAST, A DISTANCE OF 156.36 FEET TO A CORNER, THENCE;
5. ALONG THE COMMON DIVIDING LINE BETWEEN PARCEL 13-20-070; PARCEL 13-20-074, LANDS NOW OR FORMERLY TEETESIL, AND PARCEL 13-20-075, LANDS NOW OR FORMERLY LAPLOUGH, SOUTH 64 DEGREES 20 MINUTES 00 SECONDS WEST, A DISTANCE OF 400.80 FEET TO A, THENCE;

THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG A SUBDIVISION LINE THROUGH PARCEL 13-20-070:

6. NORTH 23 DEGREES 13 MINUTES 45 SECONDS WEST, A DISTANCE OF 177.26 FEET TO A CORNER, THENCE;
7. SOUTH 64 DEGREES 46 MINUTES 15 SECONDS WEST, A DISTANCE OF 276.46 FEET TO A POINT OF CURVATURE, THENCE;

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908.668.0099

Other Office Locations:  
© Towson, MD  
410.494.5445

© Sterling, VA  
703.804.9400



CONTROL POINT  
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August 1, 2000  
Revised August 1, 2000  
C-0001  
Concord Twp., Delaware Co., PA  
Page 2

8. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 91 DEGREES 10 MINUTES 08 SECONDS, AN ARC LENGTH OF 356.82 FEET, A CHORD BEARING NORTH 69 DEGREES 38 MINUTES 41 SECONDS WEST AND A CHORD DISTANCE OF 503.60 FEET TO A POINT OF TANGENCY, THENCE;
9. NORTH 34 DEGREES 03 MINUTES 37 SECONDS WEST, A DISTANCE OF 237.85 FEET TO A CORNER, THENCE;
10. ALONG A LINE THROUGH PARCEL 13-20-070, NORTH 65 DEGREES 56 MINUTES 23 SECONDS EAST, A DISTANCE OF 5.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF LOOP ROAD "ACCESS" EASEMENT, THENCE;
- THE FOLLOWING NINE (9) COURSES AND DISTANCES ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF LOOP ROAD "ACCESS" EASEMENT (A.K.A. EVERGREEN DRIVE):
11. SOUTH 34 DEGREES 03 MINUTES 37 SECONDS EAST, A DISTANCE OF 237.85 FEET TO A POINT OF CURVATURE, THENCE;
12. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 346.06 FEET, A CENTRAL ANGLE OF 91 DEGREES 10 MINUTES 08 SECONDS, AN ARC LENGTH OF 348.36 FEET, A CHORD BEARING SOUTH 69 DEGREES 38 MINUTES 41 SECONDS EAST AND A CHORD DISTANCE OF 492.86 FEET TO A POINT OF TANGENCY, THENCE;
13. NORTH 64 DEGREES 46 MINUTES 15 SECONDS EAST, A DISTANCE OF 314.06 FEET TO A POINT OF CURVATURE, THENCE;
14. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 1,630.00 FEET, A CENTRAL ANGLE OF 03 DEGREES 49 MINUTES 26 SECONDS, AN ARC LENGTH OF 68.74 FEET, A CHORD BEARING NORTH 62 DEGREES 51 MINUTES 32 SECONDS EAST AND A CHORD DISTANCE OF 68.73 FEET TO A POINT OF TANGENCY, THENCE;
15. NORTH 60 DEGREES 56 MINUTES 49 SECONDS EAST, A DISTANCE OF 777.92 FEET TO A POINT OF CURVATURE, THENCE;
16. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 16 DEGREES 08 MINUTES 34 SECONDS, AN ARC LENGTH OF 149.32 FEET, A CHORD BEARING NORTH 52 DEGREES 32 MINUTES 33 SECONDS EAST AND A CHORD DISTANCE OF 148.83 FEET TO A POINT OF TANGENCY, THENCE;
17. NORTH 44 DEGREES 44 MINUTES 16 SECONDS EAST, A DISTANCE OF 170.64 FEET TO A POINT OF CURVATURE, THENCE;
18. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 83 DEGREES 46 MINUTES 19 SECONDS, AN ARC LENGTH OF 93.04 FEET, A CHORD BEARING NORTH 84 DEGREES 41 MINUTES 26 SECONDS EAST AND A CHORD DISTANCE OF 86.79 FEET TO A POINT OF NON-TANGENCY, THENCE;
19. NORTH 38 DEGREES 35 MINUTES 10 SECONDS EAST, A DISTANCE OF 1.48 FEET TO A POINT ON THE SOUTHWESTERLY PROPOSED RIGHT-OF-WAY LINE OF CONCHESTER HIGHWAY, THENCE;



CONTROL POINT  
ASSOCIATES INC.

Exhibit C.3

August 8, 2025  
Revised August 24, 2025  
CROWN  
Control Top, Delaware Co., PA  
Page 1

20. ALONG THE SOUTHWESTERLY PROPOSED RIGHT-OF-WAY LINE OF CONCHESTER HIGHWAY, SOUTH 51 DEGREES 34 MINUTES 50 SECONDS EAST, A DISTANCE OF 19.25 FEET TO THE POINT AND PLACE OF BEGINNING.

TOTAL GROSS AREA OF THE TEMPORARY CONSTRUCTION/GRADING EASEMENT "A"

CONTAINING 125,793 SQUARE FEET OR 2.88 ACRES

EXCEPTING AND RESERVING THE FOLLOWING:

PART OF PARCEL 13-20-069  
LANDS NOW OR FORMERLY PETSCHELT

BEGINNING AT A POINT ON THE SOUTHWESTERLY PROPOSED RIGHT-OF-WAY LINE OF CONCHESTER HIGHWAY (A.K.A. S.R. 0122, A.K.A. T.R. 322, VARIABLE WIDTH RIGHT-OF-WAY), SAID POINT BEING DISTANT 125.85 FEET ON A COURSE OF NORTH 51 DEGREES 34 MINUTES 50 SECONDS WEST, AS MEASURED FROM THE DIVIDING LINE BETWEEN PARCEL 13-20-069, LANDS NOW OR FORMERLY PETSCHELT AND PARCEL 13-20-068, LANDS NOW OR FORMERLY GUERIN, AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

THE FOLLOWING TWO (2) COURSES AND DISTANCES THROUGH PARCEL 13-20-069:

1. NORTH 84 DEGREES 04 MINUTES 57 SECONDS WEST, A DISTANCE OF 71.06 FEET TO A CORNER, THENCE;
2. SOUTH 40 DEGREES 42 MINUTES 32 SECONDS WEST, A DISTANCE OF 369.36 FEET TO A CORNER, THENCE;
3. ALONG THE DIVIDING LINE BETWEEN PARCEL 13-20-069 AND PARCEL 13-20-068, SOUTH 64 DEGREES 26 MINUTES 02 SECONDS WEST, A DISTANCE OF 31.54 FEET TO A CORNER, THENCE;
4. ALONG THE DIVIDING LINE BETWEEN PARCEL 13-20-069 AND PARCEL 13-20-070, LANDS NOW OR FORMERLY CONCORDEL PROPERTIES, INC., NORTH 25 DEGREES 33 MINUTES 53 SECONDS WEST, A DISTANCE OF 71.67 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF LOOP ROAD "ACCESS" EASEMENT (A.K.A. EVERGREEN DRIVE), THENCE;

THE FOLLOWING FIVE (5) COURSES AND DISTANCES ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF LOOP ROAD "ACCESS" EASEMENT (A.K.A. EVERGREEN DRIVE):

5. NORTH 60 DEGREES 56 MINUTES 49 SECONDS EAST, A DISTANCE OF 34.55 FEET TO A POINT OF CURVATURE, THENCE;
6. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 16 DEGREES 01 MINUTES 34 SECONDS, AN ARC LENGTH OF 149.32 FEET, A CHORD BEARING NORTH 52 DEGREES 32 MINUTES 33 SECONDS EAST AND A CHORD DISTANCE OF 146.83 FEET TO A POINT OF TANGENCY, THENCE;
7. NORTH 44 DEGREES 44 MINUTES 16 SECONDS EAST, A DISTANCE OF 170.64 FEET TO A POINT OF CURVATURE, THENCE;
8. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 63.00 FEET, A CENTRAL ANGLE OF 83 DEGREES 46 MINUTES 19 SECONDS, AN ARC LENGTH OF 95.04 FEET, A CHORD BEARING NORTH 86 DEGREES 41 MINUTES 26 SECONDS EAST AND A CHORD DISTANCE OF 84.79 FEET TO A POINT OF NON-TANGENCY, THENCE;



CONTROL POINT ASSOCIATES INC. *Ed 2/6.9*

August 4, 2005  
Revised August 24, 2005  
CIVIL  
Concord Twp., Delaware Co., PA  
Page 4

9. NORTH 38 DEGREES 35 MINUTES 10 SECONDS EAST, A DISTANCE OF 1.68 FEET TO A POINT ON THE SOUTHWESTERLY PROPOSED RIGHT-OF-WAY LINE OF CONCHESTER HIGHWAY, THENCE;
10. ALONG THE SOUTHWESTERLY PROPOSED RIGHT-OF-WAY LINE OF CONCHESTER HIGHWAY, SOUTH 51 DEGREES 24 MINUTES 50 SECONDS EAST, A DISTANCE OF 19.23 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 16,967 SQUARE FEET OR 0.390 ACRES

TOTAL NET AREA OF THE TEMPORARY CONSTRUCTION/GRADING EASEMENT 'A'

CONTAINING 104,826 SQUARE FEET OR 2.406 ACRES

THIS PROPERTY SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS, EITHER WRITTEN OR IMPLIED.

THIS DESCRIPTION WAS WRITTEN BASED UPON A MAP ENTITLED "PROPOSED EVERGREEN DRIVE SITE LAYOUT PLAN, BRANDOLIN PROPERTY MANAGEMENT, INC. & CONCORD CAMPUS, LP, PROPOSED LOOP ROAD BETWEEN ROUTE 1 & 322, CONCORD CAMPUS, LP, DELAWARE COUNTY, COMMONWEALTH OF PENNSYLVANIA", PREPARED BY BOB J. WRIGHT, P.E., DATED 3/28/05, LAST REVISED 8/18/05, FILE NO. PG-0913, SHEET 2 OF 2.

*[Signature]*  
JOSEPH J. WRIGHT, P.E.  
PENNSYLVANIA PROFESSIONAL  
LAND SURVEYOR NO. 88-037026-5



*8/24/05*  
DATE



**CONTROL POINT  
ASSOCIATES, INC.**

BOUNDARY & TOPOGRAPHIC SURVEYS • SUBDIVISIONS • CONSTRUCTION STAKEOUT

New Britain Corporate Center  
1800 Manor Drive  
Suite 128  
Chalfont, PA 18914  
215.712.8800  
215.712.8802 fax  
www.cpna.com

August 8, 2003  
Revised August 28, 2003  
CP03091

**METES AND BOUNDS DESCRIPTION  
TEMPORARY CONSTRUCTION/GRADING EASEMENT "B"  
ALONG LOOP ROAD "ACCESS" EASEMENT (A.K.A. EVERGREEN DRIVE)  
PART OF PARCEL 13-20-076  
LANDS NOW OR FORMERLY CONCORDEL PROPERTIES, INC.  
CONCORD TOWNSHIP, DELAWARE COUNTY  
COMMONWEALTH OF PENNSYLVANIA**

BEGINNING AT A POINT ON THE SOUTHEASTERLY PROPOSED RIGHT-OF-WAY OF BALTIMORE PIKE (A.K.A. PENNSYLVANIA STATE EDGEWAY U.S. ROUTE 1 AND 212, A.K.A. S.R. 808, A.K.A. L.R. 151, A.K.A. U.S. ROUTE 1, VARIABLE WIDTHS RIGHT-OF-WAY) SAID POINT BEING DISTANT 186.67 FEET ON A COURSE OF NORTH 77 DEGREES 59 MINUTES 17 SECONDS EAST, FROM ITS INTERSECTION WITH THE DIVIDING LINE BETWEEN PARCEL 13-20-076, LANDS NOW OR FORMERLY CONCORDEL PROPERTIES, INC. AND PARCEL 13-19-087, LANDS NOW OR FORMERLY STYLER LAND HOLDINGS, AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

1. ALONG THE PROPOSED RIGHT LINE OF BALTIMORE PIKE, NORTH 77 DEGREES 59 MINUTES 17 SECONDS EAST, A DISTANCE OF 8.79 FEET TO A CORNER, THENCE;
2. ALONG THE DIVIDING LINE BETWEEN PARCEL 13-20-076 AND PARCEL 13-19-012, LANDS NOW OR FORMERLY MOETZ, SOUTH 22 DEGREES 59 MINUTES 19 SECONDS EAST, A DISTANCE OF 208.30 FEET TO A CORNER, THENCE;

THE FOLLOWING NINETEEN (19) COURSES AND DISTANCES THROUGH PARCEL 13-20-076:

1. SOUTH 04 DEGREES 17 MINUTES 20 SECONDS EAST, A DISTANCE OF 131.32 FEET TO A CORNER, THENCE;
4. SOUTH 24 DEGREES 01 MINUTES 37 SECONDS EAST, A DISTANCE OF 859.17 FEET TO A CORNER, THENCE;
5. SOUTH 84 DEGREES 36 MINUTES 29 SECONDS EAST, A DISTANCE OF 134.39 FEET TO A CORNER, THENCE;
6. SOUTH 01 DEGREES 23 MINUTES 31 SECONDS WEST, A DISTANCE OF 183.64 FEET TO A CORNER, THENCE;
7. SOUTH 61 DEGREES 56 MINUTES 23 SECONDS WEST, A DISTANCE OF 166.46 FEET TO A CORNER, THENCE;
8. SOUTH 25 DEGREES 33 MINUTES 56 SECONDS EAST, A DISTANCE OF 82.53 FEET TO A CORNER, THENCE;
9. SOUTH 03 DEGREES 42 MINUTES 51 SECONDS EAST, A DISTANCE OF 164.73 FEET TO A CORNER, THENCE;
10. SOUTH 23 DEGREES 33 MINUTES 56 SECONDS EAST, A DISTANCE OF 119.28 FEET TO A CORNER, THENCE;

By **Verchung, M**  
SCL 001,009

Other Office Locations  
In **Towson, MD**  
410.434.3045

In **Spring, VA**  
703.904.8400



CONTROL POINT  
ASSOCIATES, INC.

Exhibit C.6

August 6, 2003  
Revised August 26, 2003  
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Control P...  
Page 2

11. SOUTH 52 DEGREES 15 MINUTES 51 SECONDS EAST, A DISTANCE OF 64.51 FEET TO A CORNER, THENCE;
12. SOUTH 86 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 154.26 FEET TO A CORNER, THENCE;
13. NORTH 64 DEGREES 26 MINUTES 01 SECONDS EAST, A DISTANCE OF 942.41 FEET TO A CORNER, THENCE;
14. NORTH 25 DEGREES 33 MINUTES 58 SECONDS WEST, A DISTANCE OF 93.17 FEET TO A CORNER, THENCE;
15. NORTH 10 DEGREES 57 MINUTES 30 SECONDS WEST, A DISTANCE OF 92.67 FEET TO A CORNER, THENCE;
16. NORTH 25 DEGREES 33 MINUTES 58 SECONDS WEST, A DISTANCE OF 136.53 FEET TO A CORNER, THENCE;
17. NORTH 31 DEGREES 27 MINUTES 49 SECONDS EAST, A DISTANCE OF 131.34 FEET TO A CORNER, THENCE;
18. SOUTH 89 DEGREES 00 MINUTES 41 SECONDS EAST, A DISTANCE OF 78.80 FEET TO A CORNER, THENCE;
19. SOUTH 62 DEGREES 22 MINUTES 34 SECONDS EAST, A DISTANCE OF 112.91 FEET TO A CORNER, THENCE;
20. SOUTH 42 DEGREES 10 MINUTES 48 SECONDS EAST, A DISTANCE OF 84.21 FEET TO A CORNER, THENCE;
21. SOUTH 38 DEGREES 23 MINUTES 36 SECONDS EAST, A DISTANCE OF 84.63 FEET TO A CORNER, THENCE;
- THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG A LINE THROUGH PART OF PARCEL 13-20-070 AND PART OF PARCEL 13-20-069, LANDS NOW OR FORMERLY PETSCHELT:
22. SOUTH 51 DEGREES 52 MINUTES 03 SECONDS EAST, A DISTANCE OF 61.00 FEET TO A CORNER, THENCE;
23. NORTH 38 DEGREES 41 MINUTES 56 SECONDS EAST, A DISTANCE OF 98.26 FEET TO A CORNER, THENCE;
- THE FOLLOWING EIGHT (8) COURSES AND DISTANCES THROUGH PART OF PARCEL 13-20-070:
24. NORTH 20 DEGREES 38 MINUTES 19 SECONDS WEST, A DISTANCE OF 63.56 FEET TO A CORNER, THENCE;
25. NORTH 05 DEGREES 29 MINUTES 02 SECONDS EAST, A DISTANCE OF 36.53 FEET TO A CORNER, THENCE;
26. SOUTH 84 DEGREES 30 MINUTES 58 SECONDS EAST, A DISTANCE OF 44.34 FEET TO A CORNER, THENCE;
27. SOUTH 53 DEGREES 03 MINUTES 36 SECONDS EAST, A DISTANCE OF 92.51 FEET TO A CORNER, THENCE;
28. NORTH 36 DEGREES 56 MINUTES 24 SECONDS EAST, A DISTANCE OF 100.10 FEET TO A CORNER, THENCE;
29. NORTH 19 DEGREES 18 MINUTES 51 SECONDS EAST, A DISTANCE OF 43.32 FEET TO A CORNER, THENCE;
30. NORTH 51 DEGREES 54 MINUTES 50 SECONDS WEST, A DISTANCE OF 46.76 FEET TO A CORNER, THENCE;
31. NORTH 38 DEGREES 35 MINUTES 10 SECONDS EAST, A DISTANCE OF 27.80 FEET TO A POINT ON THE SOUTHWESTERLY PROPOSED RIGHT-OF-WAY OF CONCHESTER HIGHWAY (A.K.A. S.R. 9322, A.K.A. T.R. 322, VARIABLE WIDTH RIGHT-OF-WAY), THENCE;
32. ALONG THE SOUTHWESTERLY PROPOSED RIGHT-OF-WAY OF CONCHESTER HIGHWAY, SOUTH 51 DEGREES 34 MINUTES 50 SECONDS EAST, A DISTANCE OF 24.87 FEET TO A CORNER, THENCE;



CONTROL POINT  
ASSOCIATES, INC.

Calculation C.7

August 11, 2004  
Revised August 24, 2004  
CPS/SP  
Control Map, Delaware Co., PA  
Page 3

THE FOLLOWING EIGHTEEN (18) COURSES AND DISTANCES ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF LOOP ROAD "ACCESS" BASEMENT (A.K.A. EVERGREEN DRIVE) PART OF PARCEL 13-20-009 AND PART OF PARCEL 13-20-070:

33. SOUTH 31 DEGREES 35 MINUTES 10 SECONDS WEST, A DISTANCE OF 1.71 FEET TO A POINT OF TANGENCY, THENCE;
34. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 40.80 FEET, A CENTRAL ANGLE OF 62 DEGREES 39 MINUTES 02 SECONDS, AN ARC LENGTH OF 43.97 FEET, A CHORD BEARING SOUTH 19 DEGREES 37 MINUTES 54 SECONDS EAST AND A CHORD DISTANCE OF 41.79 FEET TO A POINT OF COMPOUND CURVATURE, THENCE;
35. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 90.80 FEET, A CENTRAL ANGLE OF 25 DEGREES 22 MINUTES 46 SECONDS, AN ARC LENGTH OF 39.87 FEET, A CHORD BEARING SOUTH 34 DEGREES 13 MINUTES 01 SECOND WEST AND A CHORD DISTANCE OF 39.54 FEET TO A POINT OF TANGENCY, THENCE;
36. SOUTH 36 DEGREES 34 MINUTES 24 SECONDS WEST, A DISTANCE OF 89.82 FEET TO A CORNER, THENCE;
37. SOUTH 29 DEGREES 33 MINUTES 21 SECONDS WEST, A DISTANCE OF 56.28 FEET TO A POINT OF CURVATURE, THENCE;
38. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 470.08 FEET, A CENTRAL ANGLE OF 14 DEGREES 25 MINUTES 31 SECONDS, AN ARC LENGTH OF 137.74 FEET, A CHORD BEARING SOUTH 32 DEGREES 44 MINUTES 04 SECONDS WEST AND A CHORD DISTANCE OF 134.28 FEET TO A POINT OF TANGENCY, THENCE;
39. SOUTH 60 DEGREES 36 MINUTES 49 SECONDS WEST, A DISTANCE OF 777.92 FEET TO A POINT OF CURVATURE, THENCE;
40. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 970.00 FEET, A CENTRAL ANGLE OF 63 DEGREES 49 MINUTES 26 SECONDS, AN ARC LENGTH OF 64.74 FEET, A CHORD BEARING SOUTH 62 DEGREES 51 MINUTES 32 SECONDS WEST AND A CHORD DISTANCE OF 64.72 FEET TO A POINT OF TANGENCY, THENCE;
41. SOUTH 64 DEGREES 44 MINUTES 15 SECONDS WEST, A DISTANCE OF 384.08 FEET TO A POINT OF CURVATURE, THENCE;
42. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 285.00 FEET, A CENTRAL ANGLE OF 91 DEGREES 10 MINUTES 08 SECONDS, AN ARC LENGTH OF 453.49 FEET, A CHORD BEARING NORTH 69 DEGREES 38 MINUTES 41 SECONDS WEST AND A CHORD DISTANCE OF 407.14 FEET TO A POINT OF TANGENCY, THENCE;
43. NORTH 24 DEGREES 03 MINUTES 37 SECONDS WEST, A DISTANCE OF 1,071.23 FEET TO A POINT OF CURVATURE, THENCE;
44. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 33 DEGREES 37 MINUTES 30 SECONDS, AN ARC LENGTH OF 158.43 FEET, A CHORD BEARING NORTH 07 DEGREES 15 MINUTES 03 SECONDS WEST AND A CHORD DISTANCE OF 156.16 FEET TO A POINT OF TANGENCY, THENCE;





*Exhibit C.B*  
**CONTROL POINT  
ASSOCIATES INC.**

August 1, 2005  
Revised August 22, 2005  
CP000001  
Control Ptg., Johnson Co., IA  
Page 4

45. NORTH 09 DEGREES 13 MINUTES 33 SECONDS EAST, A DISTANCE OF 144.61 FEET TO A POINT OF CURVATURE, THENCE;
46. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 330.80 FEET, A CENTRAL ANGLE OF 21 DEGREES 34 MINUTES 15 SECONDS, AN ARC LENGTH OF 124.34 FEET, A CHORD BEARING NORTH 01 DEGREE 13 MINUTES 35 SECONDS WEST AND A CHORD DISTANCE OF 123.51 FEET TO A POINT OF TANGENCY, THENCE;
47. NORTH 12 DEGREES 00 MINUTES 43 SECONDS WEST, A DISTANCE OF 57.23 FEET TO A CORNER, THENCE;
48. NORTH 02 DEGREES 54 MINUTES 02 SECONDS WEST, A DISTANCE OF 76.06 FEET TO A CORNER, THENCE;
49. NORTH 12 DEGREES 00 MINUTES 43 SECONDS WEST, A DISTANCE OF 109.19 FEET TO A POINT OF CURVATURE, THENCE;
50. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 60.80 FEET, A CENTRAL ANGLE OF 70 DEGREES 20 MINUTES 00 SECONDS, AN ARC LENGTH OF 73.63 FEET, A CHORD BEARING NORTH 23 DEGREE 09 MINUTES 17 SECONDS EAST AND A CHORD DISTANCE OF 69.11 FEET TO THE POINT AND PLACE OF BEGINNING.

TOTAL GROSS AREA OF THE TEMPORARY CONSTRUCTION/GRADING EASEMENT "B"

CONTAINING 499,474 SQUARE FEET OR 11.466 ACRES

EXCEPTING AND RESERVING THE FOLLOWING:

PART OF PARCEL 13-30-049  
LANDS NOW OR FORMERLY PETSCHILT

BEGINNING AT THE NORTHERLY MOST CORNER OF THE TEMPORARY CONSTRUCTION/GRADING EASEMENT "B", SAID CORNER BEING LOCATED THE FOLLOWING TWO (2) COURSES AND DISTANCES FROM THE INTERSECTION OF THE SOUTHWESTERLY PROPOSED RIGHT-OF-WAY LINE OF CONCHESTER HIGHWAY (A.K.A. S.R. 9322, A.K.A. T.J. 322, VARIABLE WIDTH RIGHT-OF-WAY), WITH THE DIVIDING LINE BETWEEN PARCEL 13-20-069, LANDS NOW OR FORMERLY PETSCHILT AND PARCEL 13-30-049, LANDS NOW OR FORMERLY GORDON:

- A. ALONG THE SOUTHWESTERLY PROPOSED RIGHT-OF-WAY LINE OF CONCHESTER HIGHWAY, NORTH 51 DEGREES 24 MINUTES 50 SECONDS WEST, A DISTANCE OF 222.21 FEET TO A CORNER, THENCE;
- B. ALONG THE DIVIDING LINE BETWEEN PARCEL 13-30-049 AND PARCEL 13-30-070, LANDS NOW OR FORMERLY CONCORD DEL PROPERTIES, INC., SOUTH 64 DEGREES 24 MINUTES 02 SECONDS WEST, A DISTANCE OF 164.36 FEET TO THE TRUE POINT AND PLACE OF BEGINNING AND FROM SAID POINT ON BEGINNING RUNNING, THENCE;

THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF LOOP ROAD "ACCESS" EASEMENT (A.K.A. EVERGREEN DRIVE), PART OF PARCEL 13-30-069:

1. SOUTH 34 DEGREES 56 MINUTES 24 SECONDS WEST, A DISTANCE OF 15.66 FEET TO A CORNER, THENCE;
2. SOUTH 29 DEGREES 55 MINUTES 21 SECONDS WEST, A DISTANCE OF 36.21 FEET TO A POINT OF CURVATURE, THENCE;



CONTROL POINT  
ASSOCIATES INC.

Exhibit C.9

August 8, 2008  
Revised August 28, 2008  
C080008  
Concord Twp., Delaware Co., PA  
Page 3

3. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 16 DEGREES 25 MINUTES 31 SECONDS, AN ARC LENGTH OF 134.74 FEET, A CHORD BEARING SOUTH 52 DEGREES 44 MINUTES 04 SECONDS WEST AND A CHORD DISTANCE OF 134.28 FEET TO A POINT OF TANGENCY, THENCE;
4. SOUTH 60 DEGREES 56 MINUTES 49 SECONDS WEST, A DISTANCE OF 30.90 FEET TO A CORNER, THENCE;
5. ALONG THE DIVIDING LINE BETWEEN PARCEL 13-20-069 AND PARCEL 13-20-070, LANDS NOW OR FORMERLY CONCORDELL PROPERTIES, INC., NORTH 15 DEGREES 33 MINUTES 58 SECONDS WEST, A DISTANCE OF 51.29 FEET TO A CORNER, THENCE;

THE FOLLOWING TWO (2) COURSES AND DISTANCES THROUGH PARCEL 13-20-069:

6. SOUTH 51 DEGREES 52 MINUTES 03 SECONDS EAST, A DISTANCE OF 22.90 FEET TO A CORNER, THENCE;
7. NORTH 34 DEGREES 41 MINUTES 56 SECONDS EAST, A DISTANCE OF 70.15 FEET TO A CORNER, THENCE;
8. ALONG THE DIVIDING LINE BETWEEN 13-20-069 AND PARCEL 13-20-070, NORTH 64 DEGREES 26 MINUTES 02 SECONDS EAST, A DISTANCE OF 149.15 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 9,398 SQUARE FEET OR 0.216 ACRES

TOTAL NET AREA OF THE TEMPORARY CONSTRUCTION GRADING EASEMENT "B"

CONTAINING 494,976 SQUARE FEET OR 11.368 ACRES

THIS PROPERTY SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.

THIS DESCRIPTION WAS WRITTEN BASED UPON A MAP ENTITLED "PROPOSED EVERGREEN DRIVE SITE LAYOUT PLAN, BRANDOLINI PROPERTY MANAGEMENT, INC. & CONCORD CAMPUS, LP, PROPOSED LOOP ROAD BETWEEN ROUTE 1 & 322, CONCORD TOWNSHIP, DELAWARE COUNTY, COMMONWEALTH OF PENNSYLVANIA", PREPARED BY BOHLER ENGINEERING, INC., DATED 3/24/04, LAST REVISED 8/18/04, FILE NO. P03-0913, SHEET 2 OF 2.

*James O. Wright*  
JOSEPH I. WRIGHT, P.L.S.  
PENNSYLVANIA PROFESSIONAL  
LAND SURVEYOR NO. SU-03783-E



*H. J. J. J.*



*Exhibit C.10*  
**CONTROL POINT  
ASSOCIATES, INC.**

BOUNDARY & TOPOGRAPHIC SURVEYS • SUBDIVISIONS • CONSTRUCTION STAKEOUT

New Britain Corporate Center  
1800 Mentor Drive  
Suite 120  
Chalfont, PA 18914  
215.712.8800  
215.712.8802 fax  
www.cpasurvey.com

August 8, 2005  
CP03091

**MITES AND BOUNDS DESCRIPTION  
TEMPORARY CONSTRUCTION/GRADING EASEMENT 'C'  
ALONG LOOP ROAD ACCESS EASEMENT  
(A.K.A. EVERGREEN DRIVE)  
PART OF PARCEL 13-29-070  
LANDS NOW OR FORMERLY CONCORDEL PROPERTIES, INC.  
CONCORD TOWNSHIP, DELAWARE COUNTY  
COMMONWEALTH OF PENNSYLVANIA**

BEGINNING AT A POINT ON THE NORTHWESTERLY MOST CORNER OF THE TEMPORARY CONSTRUCTION/GRADING EASEMENT 'C', SAID POINT BEING THE FOLLOWING TWO (2) COURSES AND DISTANCES MEASURED ALONG THE DIVIDING LINE BETWEEN PART OF PARCEL 13-29-070, LANDS NOW OR FORMERLY CONCORDEL PROPERTIES, INC. AND PARCEL 13-19-007, LANDS NOW OR FORMERLY STYER LAND HOLDING, FROM THE PROPOSED RIGHT-OF-WAY LINE OF BALTIMORE PIKE (A.K.A. PENNSYLVANIA STATE HIGHWAY U.S. ROUTE 1 & 322, A.K.A. S.R. 0601, A.K.A. L.R. 131, A.K.A. U.S. ROUTE 1, VARIABLE WIDTH RIGHT-OF-WAY):

THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN PARCEL 13-29-070 AND PARCEL 13-19-007:

- A. SOUTH 23 DEGREES 20 MINUTES 57 SECONDS EAST, A DISTANCE OF 321.46 FEET TO A CORNER, THENCE;
- B. SOUTH 85 DEGREES 04 MINUTES 03 SECONDS WEST, A DISTANCE OF 3.04 FEET TO THE TRUE POINT AND PLACE OF BEGINNING AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

THE FOLLOWING SEVEN (7) COURSES AND DISTANCES ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF LOOP ROAD 'ACCESS' EASEMENT (A.K.A. EVERGREEN DRIVE):

1. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 253.00 FEET, A CENTRAL ANGLE OF 13 DEGREES 49 MINUTES 24 SECONDS, AN ARC LENGTH OF 56.63 FEET, A CHORD BEARING SOUTH 01 DEGREE 34 MINUTES 06 SECONDS EAST AND A CHORD DISTANCE OF 56.51 FEET TO A POINT OF TANGENCY, THENCE;
2. SOUTH 04 DEGREES 50 MINUTES 36 SECONDS WEST, A DISTANCE OF 194.31 FEET TO A POINT OF CURVATURE, THENCE;
3. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 21 DEGREES 34 MINUTES 15 SECONDS, AN ARC LENGTH OF 166.48 FEET, A CHORD BEARING SOUTH 09 DEGREES 36 MINUTES 29 SECONDS EAST AND A CHORD DISTANCE OF 164.72 FEET TO A POINT OF TANGENCY, THENCE;
4. SOUTH 24 DEGREES 03 MINUTES 37 SECONDS EAST, A DISTANCE OF 483.40 FEET TO A CORNER, THENCE;
5. SOUTH 63 DEGREES 36 MINUTES 23 SECONDS WEST, A DISTANCE OF 5.00 FEET TO A CORNER, THENCE;

Wilmington, DE  
903.668.0099

Other Office Locations:  
Baltimore, MD  
410.694.8445

Wilmington, VA  
703.904.8400



*Exhibit C.11*  
**CONTROL POINT  
ASSOCIATES, INC.**

August 2, 2005  
CP0001  
Concord Twp., Delaware Co., PA  
Page 2

6. NORTH 24 DEGREES 03 MINUTES 37 SECONDS WEST, A DISTANCE OF 611.12 FEET TO A CORNER, THENCE;
7. NORTH 04 DEGREES 30 MINUTES 38 SECONDS EAST, A DISTANCE OF 289.19 FEET TO A CORNER, THENCE;
8. ALONG THE DIVIDING LINE BETWEEN PARCEL 13-20-070 AND PARCEL 13-19-007, NORTH 65 DEGREES 04 MINUTES 03 SECONDS EAST, A DISTANCE OF 21.53 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 11.280 SQUARE FEET OR 0.259 ACRE

THIS PROPERTY SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.

THIS DESCRIPTION WAS WRITTEN BASED UPON A MAP ENTITLED "PROPOSED EVERGREEN DRIVE SITE LAYOUT PLAN, BRANDOLINI PROPERTY MANAGEMENT, INC. & CONCORD CAMPUS, L.P., PROPOSED LOOP ROAD BETWEEN ROUTE 1 & 322, CONCORD TOWNSHIP, DELAWARE COUNTY, COMMONWEALTH OF PENNSYLVANIA," PREPARED BY BOHLE & ASSOCIATES, P.C., DATED 3/21/05, LAST REVISED 7/27/05, FILE NO. P03-0911, SHEET 2 OF 2.

*[Signature]*  
JOSEPH J. WRIGHT, P.E.  
PENNSYLVANIA PROFESSIONAL  
LAND SURVEYOR NO. 03-037626-B



*8/8/05*  
DATE



**CONTROL POINT  
ASSOCIATES, INC.**

BOUNDARY & TOPOGRAPHIC SURVEYS • SUBDIVISIONS • CONSTRUCTION STAKEOUT

New Britain Corporate Center  
6000 Manor Drive  
Suite 120  
Chalfont, PA 18814  
215.712.9800  
215.712.9802 fax  
www.cpsurvey.com

August 8, 2005  
CP55001

**METES AND BOUNDS DESCRIPTION  
TEMPORARY CONSTRUCTION GRADING EASEMENT 'D'  
ALONG LOOP ROAD ACCESS EASEMENT  
(A.K.A. EVERGREEN DRIVE)  
PART OF PARCEL 13-20-070  
LANDS NOW OR FORMERLY CONCORDELL PROPERTIES, INC.  
CONCORD TOWNSHIP, DELAWARE COUNTY  
COMMONWEALTH OF PENNSYLVANIA**

BEGINNING AT A POINT AT THE NORTHWESTERLY MOST CORNER OF THE TEMPORARY  
CONSTRUCTION GRADING EASEMENT 'D', SAID POINT BEING INSTANT 10.55 FEET ON A COURSE OF SOUTH 23  
DEGREES 20 MINUTE 57 SECONDS EAST AS MEASURED ALONG THE DIVIDING LINE BETWEEN PARCEL 13-20-  
070, LANDS NOW OR FORMERLY CONCORDELL PROPERTIES, INC. AND PARCEL 13-19-070, LANDS NOW OR  
FORMERLY HYTER LAND HOLDING, AND THE PROPOSED RIGHT-OF-WAY LINE OF BALTIMORE PIKE (A.K.A.  
PENNSYLVANIA STATE HIGHWAY U.S. ROUTE 1 & 322, A.K.A. S.R. 0001, A.K.A. L.R. 171, A.K.A. U.S. ROUTE 1,  
VARIABLE WIDTH RIGHT-OF-WAY), AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

THE FOLLOWING FIVE (5) COURSES AND DISTANCES ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF  
PROPOSED EVERGREEN DRIVE LOOP ROAD EASEMENT:

1. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, A CENTRAL  
ANGLE OF 34 DEGREES 37 MINUTES 44 SECONDS, AN ARC LENGTH OF 71.51 FEET, A CHORD BEARING  
SOUTH 39 DEGREES 19 MINUTES 34 SECONDS EAST AND A CHORD DISTANCE OF 68.13 FEET TO A POINT OF  
TANGENCY, THENCE;
2. SOUTH 12 DEGREES 00 MINUTES 41 SECONDS EAST, A DISTANCE OF 68.14 FEET TO A POINT OF  
CURVATURE, THENCE;
3. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 222.00 FEET, A CENTRAL  
ANGLE OF 19 DEGREES 29 MINUTES 04 SECONDS, AN ARC LENGTH OF 73.49 FEET, A CHORD BEARING  
SOUTH 21 DEGREES 44 MINUTES 14 SECONDS EAST AND A CHORD DISTANCE OF 73.13 FEET TO A POINT OF  
REVERSE CURVATURE, THENCE;
4. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 253.00 FEET, A CENTRAL  
ANGLE OF 04 DEGREES 34 MINUTES 23 SECONDS, AN ARC LENGTH OF 39.37 FEET, A CHORD BEARING  
SOUTH 27 DEGREES 02 MINUTES 19 SECONDS EAST AND A CHORD DISTANCE OF 39.33 FEET TO A POINT OF  
COMPOUND CURVATURE, THENCE;
5. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 10.00 FEET, A CENTRAL  
ANGLE OF 63 DEGREES 35 MINUTES 45 SECONDS, AN ARC LENGTH OF 11.45 FEET, A CHORD BEARING  
SOUTH 10 DEGREES 13 MINUTES 01 SECOND WEST AND A CHORD DISTANCE OF 10.83 FEET TO A POINT,  
THENCE;
6. ALONG THE DIVIDING LINE BETWEEN PARCEL 13-20-070 AND PARCEL 13-19-007, NORTH 23 DEGREES 20  
MINUTES 57 SECONDS WEST, A DISTANCE OF 236.34 FEET TO THE POINT AND PLACE OF BEGINNING.

At Washington, NJ  
008 664 0089

Other Office Locations:  
At Silver Spring, MD  
410.494.9445

At Spring, VA  
703.904.9400



Exhibit C.13

August 8, 2008  
CPUSA  
Chapman Twp., Delaware Co., PA  
Page 2

**CONTAINING 2,255 SQUARE FEET OR 0.052 ACRE**

THIS PROPERTY SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.

THIS DESCRIPTION WAS WRITTEN BASED UPON A MAP ENTITLED "PROPOSED EVERGREEN DRIVE SITE LAYOUT PLAN, BRANDOLINI PROPERTY MANAGEMENT, INC. & CONCORD CAMPUS, L.P., PROPOSED LOOP ROAD BETWEEN ROUTE 1 & 321, CONCORD TOWNSHIP, DELAWARE COUNTY, COMMONWEALTH OF PENNSYLVANIA," PREPARED BY BOHLER ENGINEERING, INC., DATED 12/24/01, LAST REVISED 7/27/02, FILE NO. PD-0013, SHEET 2 OF 2.

JOSEPH J. WRIGHT, P.E.  
PENNSYLVANIA PROFESSIONAL  
LAND SURVEYOR NO. PU-037826-6



8/18/05  
DATE

DRAFT 0.1



# CONTROL POINT ASSOCIATES, INC.

BOUNDARY & TOPOGRAPHIC SURVEYS • SUBDIVISIONS • CONSTRUCTION STAKEOUT

New Britain Corporate Center  
1000 Maple Drive  
Suite 120  
Chatham, PA 15814  
717.712.8883  
315.712.8882 fax  
www.cpallveg.com

July 22, 2003  
Revised July 24, 2003  
CPS0301

## METES AND BOUNDS DESCRIPTION PROPOSED STORAGE EASEMENT (ADJACENT TO ROUTE 1) PART OF PARCEL 13-20-070 LANDS NOW OR FORMERLY CONCORD PROPERTIES, INC. CONCORD TOWNSHIP, DELAWARE COUNTY COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT A POINT AT THE NORTHWESTERLY MOST CORNER OF THE PROPOSED EIGHT EASEMENT, SAID POINT BEING DISTANT 16.53 FEET ON A COURSE OF SOUTH 23 DEGREES 20 MINUTES 57 SECONDS EAST AS MEASURED ALONG THE DIVIDING LINE BETWEEN PART OF PARCEL 13-20-070, LANDS NOW OR FORMERLY CONCORD PROPERTIES, INC. AND PARCEL 13-19-007, LANDS NOW OR FORMERLY STYLER LAND HOLDINGS FROM THE PROPOSED RIGHT-OF-WAY OF BALTIMORE PIKE (A.K.A. PENNSYLVANIA STATE HIGHWAY 116, ROUTE 1 AND 222, A.K.A. E.R. 9601, A.K.A. L.R. 131, A.K.A. U.S. ROUTE 1, VARIABLE WIDTH RIGHT-OF-WAY), AND FROM SAID POINT OF BEGINNING BEARING THENCE:

THE FOLLOWING FOUR (4) COURSES AND DISTANCES THROUGH PART OF PARCEL 13-20-070; ALSO BEING THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED EVERGREEN DRIVE LOOP ROAD EASEMENT:

1. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 14.00 FEET, A CENTRAL ANGLE OF 54 DEGREES 37 MINUTES 44 SECONDS, AN ARC LENGTH OF 71.51 FEET, A CHORD BEARING SOUTH 39 DEGREES 19 MINUTES 34 SECONDS EAST AND A CHORD DISTANCE OF 66.47 FEET TO A POINT OF TANGENCY, THENCE;
2. SOUTH 72 DEGREES 00 MINUTES 43 SECONDS EAST, A DISTANCE OF 68.14 FEET TO A POINT OF CURVATURE, THENCE;
3. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 222.00 FEET, A CENTRAL ANGLE OF 11 DEGREES 20 MINUTES 14 SECONDS, AN ARC LENGTH OF 41.93 FEET, A CHORD BEARING SOUTH 17 DEGREES 40 MINUTES 30 SECONDS EAST AND A CHORD DISTANCE OF 49.66 FEET TO A POINT OF NON-TANGENCY, THENCE;
4. SOUTH 66 DEGREES 39 MINUTES 00 SECONDS WEST, A DISTANCE OF 1.22 FEET TO A CORNER, THENCE;
5. ALONG THE DIVIDING LINE BETWEEN PART OF PARCEL 13-20-070 AND PART OF PARCEL 13-19-007, NORTH 21 DEGREES 20 MINUTES 57 SECONDS WEST, A DISTANCE OF 176.63 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 1.90 SQUARE FEET 0.043 ACRES

THIS PROPERTY SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.

BY WHITING, IN  
201.461.0090

Other Office Locations:  
201.461.0090  
410.494.0475

201.461.0090  
703.004.1400

Exhibit A, 2




CONTROL POINT  
ASSOCIATES INC.

Signage Rt. 1

By: J. J. Wright  
Signed: July 26, 2005  
CPA No. 100001  
Concord Twp., Delaware Co., PA  
Page 2

THIS DESCRIPTION WAS WRITTEN BASED UPON A MAP ENTITLED "PROPOSED EVERGREEN DRIVE SITE LAYOUT  
PLAN, BRANDOLPH PROPERTY MANAGEMENT, INC. & CONCORD CAMPUS L.P., PROPOSED LOOP ROAD BETWEEN  
ROUTE 1 & J22, CONCORD TOWNSHIP, DELAWARE COUNTY, COMMONWEALTH OF PENNSYLVANIA," PREPARED  
BY BOHLER ENGINEERING, INC., DATED 3/22/2005, PROJECT NO. P10-0913, SHEET NO. 2 OF  
2.

  
JOSEPH J. WRIGHT  
PENNSYLVANIA PROFESSIONAL  
LAND SURVEYOR NO. 60405004



7/26/05  
DATE



Exhibit B.3



# CONTROL POINT ASSOCIATES, INC.

BOUNDARY & TOPOGRAPHIC SURVEYS • SUBDIVISIONS • CONSTRUCTION STAKEOUT

New Britain Corporate Center  
1699 Mount Drive  
Suite 130  
Chalfont, PA 18814  
215.712.8800  
215.712.8803 fax  
www.cpsurvey.com

July 21, 2005  
Revised August 24, 2005  
CP43081

## METES AND BOUNDS DESCRIPTION PROPOSED EASEMENT (ADJACENT TO ROUTE 332) PART OF PARCEL 13-20-078 LANDS NOW OR FORMERLY CONCORDELL PROPERTIES, INC. CONCORD TOWNSHIP, DELAWARE COUNTY COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT THE NORTHEASTLY MOST CORNER OF THE PROPOSED HARK GROVE SUB EASEMENT SAID CORNER BEING LOCATED THE FOLLOWING TWO (2) COURSES AND DISTANCES FROM THE INTERSECTION OF THE SOUTHWESTERLY PROPOSED RIGHT-OF-WAY OF CONCHESTER HIGHWAY (A.K.A. S.R. 8012, A.K.A. T.R. 332, VARIABLE WIDTH RIGHT-OF-WAY), WITH THE DIVIDING LINE BETWEEN PARCEL 13-20-068, LANDS NOW OR FORMERLY HETSCHKE AND PARCEL 13-20-068, LANDS NOW OR FORMERLY GUEING:

- A. ALONG THE SOUTHWESTERLY PROPOSED RIGHT-OF-WAY LINE OF CONCHESTER HIGHWAY, NORTH 51 DEGREES 34 MINUTES 56 SECONDS WEST, A DISTANCE OF 341.11 FEET TO A CORNER, THENCE;
- B. ALONG A LINE THROUGH PARCEL 13-20-078, LANDS NOW OR FORMERLY CONCORDELL PROPERTIES, INC., ALSO BEING MEASURED THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE PROPOSED EVERGREEN DRIVE LOOP ROAD, SOUTH 38 DEGREES 35 MINUTES 10 SECONDS WEST, A DISTANCE OF 2.71 FEET TO THE TRUE POINT AND PLACE OF BEGINNING AND FROM SAID POINT OF BEGINNING RUNNING, THENCE:

THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE PROPOSED EVERGREEN DRIVE LOOP ROAD EASEMENT:

1. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 62 DEGREES 59 MINUTES 02 SECONDS, AN ARC LENGTH OF 43.97 FEET, A CHORD BEARING SOUTH 19 DEGREES 55 MINUTES 54 SECONDS EAST AND A CHORD DISTANCE OF 41.79 FEET TO A POINT OF COMPOUND CURVATURE, THENCE;
2. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 25 DEGREES 22 MINUTES 46 SECONDS, AN ARC LENGTH OF 29.87 FEET, A CHORD BEARING SOUTH 24 DEGREES 15 MINUTES 01 SECOND WEST AND A CHORD DISTANCE OF 39.54 FEET TO A POINT OF NON-TANGENCY, THENCE;

THE FOLLOWING TWO (2) COURSES AND DISTANCES THROUGH PART OF PARCEL 13-20-078:

3. NORTH 51 DEGREES 02 MINUTES 10 SECONDS WEST, A DISTANCE OF 45.41 FEET TO A POINT, THENCE;
4. NORTH 58 DEGREES 35 MINUTES 12 SECONDS EAST, A DISTANCE OF 61.42 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 2,196 SQUARE FEET, 0.050 ACRES

at Chalfont, NJ  
908 661.8800

Other Office Locations:  
at Vineland, NJ  
856 694.9400

at Spring, VA  
703.804.8400

Exhibit D.4



CONTROL POINT  
ASSOCIATES, INC.

July 21, 2005  
Revised August 24, 2005  
C-000001  
Control Top, Delaware Co., Pa.  
Page 2

THIS PROPERTY SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.

THIS DESCRIPTION WAS WRITTEN BASED UPON A MAP ENTITLED "PROPOSED EVERGREEN DRIVE SITE LAYOUT  
PLAN, BRANDOLPH PROPERTY MANAGEMENT, INC. & CONCORD CAMPUS L.P., PROPOSED LOOP ROAD BETWEEN  
ROUTE 1 & 322, CONCORD TOWNSHIP, DELAWARE COUNTY, COMMONWEALTH OF PENNSYLVANIA," PREPARED  
BY BOHLEN ENGINEERING, INC., DATED 3/22/2005, LAST REVISED 8/24/05, PROJECT NO. PD-0913, SHEET NO. 2 OF  
6.

JOHN A. WILSON, P.E.  
PENNSYLVANIA PROFESSIONAL  
LAND SURVEYOR NO. 007826



8/24/05



New Britain Corporate Center  
1000 New Britain  
Suite 120  
Chatham, MA 01924  
215.718.5000  
215.718.5000 fax  
www.gunitecny.com

**July 22, 2008**  
**CRIMINAL**

METERS AND MOOREN EASEMENT  
 PROPOSED AS FOOT WALK SANITARY SEWER EASEMENT TO  
 CONCORD TOWNSHIP, DELAWARE COUNTY  
 PART OF PARCEL 23-18-006  
 LANDS NOW OR FORMERLY OWNED BY FRANKLIN, INC.  
 CONCORD TOWNSHIP, DELAWARE COUNTY  
 COMMONWEALTH OF PENNSYLVANIA

ENCROACHING AT A POINT ON THE SOUTHWESTERLY LEGAL RIGHT-OF-WAY LINE OF SKEGTON LAKE ROAD  
(A.K.A. BREWSTER ROAD, A.K.A. MILLER ROAD, A.K.A. T-901, 35 FEET ON-OF-WAY, 50 FOOT TRUCK CENTER,  
PROPOSED RIGHT-OF-WAY). SAID POINT BEING INSTANT 1,346.4 FEET ON A CORNER OF SECTION 25 ENCROACHING  
15 METERS/46 FEET WEST AS MEASURED ALONG THE SOUTHWESTERLY LEGAL RIGHT-OF-WAY LINE OF  
SKEGTON LAKE ROAD FROM ITS INTERSECTION WITH THE SOUTHWESTERLY LEGAL RIGHT-OF-WAY LINE OF  
SYDNEY VALLEY ROAD (A.K.A. MARSHALL ROAD, 22 FOOT WIDE RIGHT-OF-WAY, 50 FOOT FROM TRAIL LINE  
PROPOSED RIGHT-OF-WAY), AND FROM SAID POINT OF ENCROACHING SOUTHWEST THEREON;  
THE FOLLOWING THENCE TO CORNER A

THE FOLLOWING THREE (3) COURSES AND DISTANCES THROUGH PARCEL 12-13-01(B):

1. SOUTH 64 DEGREES 44 MINUTES 16 SECONDS WEST, A DISTANCE OF 18.91 FEET TO A CORNER, THENCE;
2. NORTH 37 DEGREES 19 MINUTES 07 SECONDS WEST, A DISTANCE OF 26.45 FEET TO A CORNER, THENCE;
3. NORTH 64 DEGREES 44 MINUTES 16 SECONDS EAST, A DISTANCE OF 18.91 FEET TO A POINT ON THE SOUTHWESTERLY LEGAL RIGHT-OF-WAY LINE OF HUNTON LAKE ROAD, THENCE;
4. ALONG THE SOUTHWESTERLY LEGAL RIGHT-OF-WAY LINE OF HUNTON LAKE ROAD, SOUTH 25 DEGREES 13 MINUTES 44 SECONDS EAST, A DISTANCE OF 30.00 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 1,731 SQUARE FEET OR LESS AREA

THIS PROPERTY SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS EITHER WRITTEN OR UNWRITTEN.

THIS DESCRIPTION WAS WRITTEN BASED UPON A MAP ENTITLED "OVERALL SITE PLAN (CHECKED PLAN), FINAL SUBDIVISION AND LAND DEVELOPMENT PLAN, COMMON ROAD #, SECTION EIGHTEEN, COMBINATION, MAINE GROVE EXTENSION, CALFOR, COMMON ROAD #, SECTION EIGHTEEN, LAKE ROAD, CONCORD TOWNSHIP, LAKE WARE COUNTY, COLORADO" OF P. 18-19, 1964, BY BENTLEY ENGINEERING INC., DATED 3/28/64, AND A REVISION "REVISION #2, 1964, PROJECT NO. 1964, CAL LD. 1964, 1964, BENTLEY ENGINEERING INC. OF 18.

JOSEPH W. WELLS  
FRONTVIEW, FRANKLIN CO.  
LAND SURVEYOR NO. 411-0778



Dr. Woodring, M.D.  
Box 4444, Orem, UT 84057

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410.014.0003

61 Fairfax, VA  
 703.904.9400

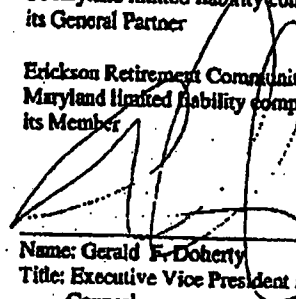
In witness whereof, the Grantor does hereunto set its hand and seal. Dated the day and year first above written.

Sealed and delivered  
in the presence of us.

CONCORD CAMPUS, L.P.,  
a Maryland limited partnership

By: Concord Campus GP, LLC,  
a Maryland limited liability company,  
its General Partner

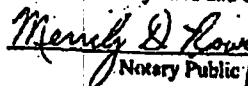
By: Erickson Retirement Communities, LLC, a  
Maryland limited liability company,  
its Member

By:   
Name: Gerald F. Doherty  
Title: Executive Vice President and General  
Counsel

State of Maryland  
City of Baltimore

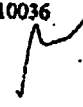
On this, the 11th day of October, 2005, before me, a Notary Public for the State of Maryland, residing in the City of Baltimore, the undersigned Officer, personally appeared Gerald F. Doherty, the Executive Vice President and General Counsel of Erickson Retirement Communities, LLC, the sole member of Concord Campus GP, LLC, a Maryland limited liability company, the general partner of Grantor, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

I hereunto set my hand and official seal.

  
Notary Public



The address of the above-named Grantee is

c/o Morgan Stanley/US RE Investing Division  
1585 Broadway, Floor 37  
New York, New York 10036  


[THE PROPERTY SUBJECT TO THIS DEED IS BEING TRANSFERRED TO SECURE REPAYMENT OF A DEBT.]

100 EAST PRATT STREET  
26TH FLOOR  
BALTIMORE MARYLAND 21202  
410.752.9700  
FAX 410.727.5460

TOWSON MD OFFICE  
410.337.0407  
FAX 410.337.3758

[www.tydingslaw.com](http://www.tydingslaw.com)

**PAUL WALTER**  
410.752.9702  
[pwalter@tydingslaw.com](mailto:pwalter@tydingslaw.com)

ATTORNEYS AT LAW

**TYDINGS & ROSENBERG LLP**

February 4, 2010

BMC Group, Inc.  
Attention: Erickson Retirement Communities, LLC  
Claims Processing  
P.O. Box 3020  
Chanhassen, MN 55317-3020

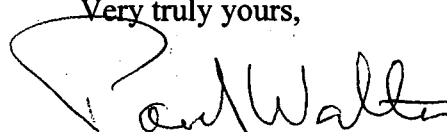
Re: Erickson Retirement Communities, LLC  
Case No. 09-37016

Gentlemen:

Enclosed is the Proof of Claim and copies of supporting documentation for Winchester Group, Inc. and Winchester Drywall, Inc.

I have also enclosed a stamped, self-addressed envelope and an extra copy of each Proof of Claim so that you may return a stamped copy to me.

Very truly yours,



Paul Walter

PW/bmc  
Enclosures