

A

UNITED STATES BANKRUPTCY COURT

Northern District of Texas (Dallas Division)

PROOF OF CLAIM

Name of Debtor: Erickson Construction, LLC

Case Number: 09-37016

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

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

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

Name and address where notices should be sent:

20835747001061
BUTLER BALANCING
1657 BONDSVILLE ROAD
DOWNTOWN, PA 19335

YOUR CLAIM IS SCHEDULED AS:

Schedule/Claim ID: s980
AMOUNT/CLASSIFICATION
\$5,140.00 UNSECURED

Court Claim Number: _____
(If known)

Filed on: _____

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

Same as above

RECEIVED

FEB 24 2010

Telephone number:

(610) 873-6905

BMC GROUP

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

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

1. Amount of Claim as of Date Case Filed:

\$ 5,140.00

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.

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

Specify the priority of the claim.

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

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

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

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

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

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

Amount entitled to priority:

\$ _____

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

2. Basis for Claim: SERVICES PERFORMED
(See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: 3980

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

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

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

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

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

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

if any: \$ _____ Basis for perfection: _____

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

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

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

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

If the documents are not available, please explain:

Date:

2/22/10

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 address above. Attach copy of power of attorney, if any.

John S. Palumbo
Secretary/Treasurer

FOR COURT USE ONLY

Erickson Ret. Comm. LLC



01022

"EXHIBIT E"

Sub: Butler Balancing Co., Inc.
Cost Code: 512EC10-48400-159900

Job # Apr 08124

Exh. b. t A

CONTRACTORS, SUBCONTRACTORS AND SUPPLIER
PARTIAL RELEASE OF LIENS

STATE OF: Pennsylvania

COUNTY OF: Chester

Original Contract Amount:	\$ 28,000.00
Approved Change Orders:	\$ 1600.00
Adjusted Contract Amount	\$ 29,600.00
Completed to Date:	\$ 29,600.00
Retention:	\$ 2,960.00
Total Earned (Less Retention):	\$ 26,640.00
Previous Payments:	\$ 24,300.00
Current Payment: Tw 32206	\$ 2,340.00 - unpaid
Contract Balance:	\$ 2,960.00

TO: CHICAGO TITLE INSURANCE COMPANY

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

The UNDERSIGNED being duly sworn states that he is the Controller (title) of Butler Balancing Co. Inc. (firm) who has a contract with Erickson Construction for furnishing air & water balancing for the improvements being erected on real estate known and identified as Maris Grove Renaissance Gardens 1.0 located in Delaware County, State of Pennsylvania and owned by Concord Campus, L.P.

The UNDERSIGNED, for and in consideration of the sum of two thousand six hundred dollars (2,600.00) in payment of invoice or application dated 6/20/09 and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby waive and release any and all liens or claims of right of lien on the aforementioned property and improvements thereon, and on monies or other consideration due or to become due on account of labor or services, materials, fixtures or apparatus heretofore furnished, prior to 6/20/09, except for the retention stated above.

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

Signed this 19th day of June, 2009.

Butler Balancing Co. Inc.
Subcontractor

By: [Signature]
Controller

Signed and sworn to before me this 19th day of June, 2009.

My Commission Expires: 11/21/2011

[Signature]
Notary Public

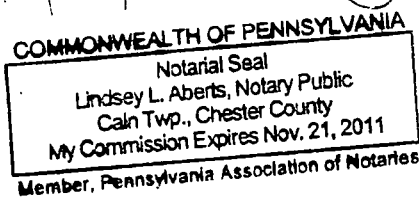


EXHIBIT "D"
APPLICATION AND CERTIFICATE FOR PAYMENT

TO: ERICKSON Construction, L.L.C.
703 Maiden Choice Lane
Baltimore, MD 21228

DATE: June 20, 2009

PROJECTS: 512EC10
Job: Maris Grove Renaissance Gardens
APPLICANT NO. AS
PERIOD TO: April 19, 2009

FROM: Butler Balancing Co., Inc.

1. Original Contract Amount	<u>\$ 28,000.00</u>
2. Change Orders Issued to Date (Thru C.O. # <u>2</u>)	<u>\$-1,600.00</u>
3. Contract Sum to Date (Line 1+2)	<u>\$ 29,600.00</u>
4. Total Completed & Stored to Date	<u>\$ 29,600.00</u>
5. Less Retainage (10 %)	<u>\$ 2,960.00</u>
6. Total Earned to Date Less Retainage (Line 4-5)	<u>\$ 26,640.00</u>
7. Less Previous Requisitions	<u>\$ 24,300.00</u>
8. Payment Due This Period (Line 6-7)	<u>\$ 2,340.00</u>

SUBCONTRACTORS AFFIDAVIT & RELEASE OF LIEN:

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

CONTRACTOR: By:  Date: 6/19/09
(Officer, General Partner, or Owner)

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

NOTES:

TO BE COMPLETED BY PROJECT MANAGER

RETAINAGE RELEASE \$ _____
PROGRESS BILLING \$ _____
RETAINAGE HELD \$ _____
TOTAL AMOUNT DUE \$ _____
PROJECT NUMBER 512EC10
COST CODE # 48400-159900
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	_____

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 1 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

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

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

APPLICATION NO: 5

APPLICATION DATE: June 20, 2009

PERIOD TO: June 14, 2009

ARCHITECTS PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	Mobilization (paperwork/visits)	\$4,000.00	\$4,000.00			\$4,000.00	100.00%	\$0.00	\$400.00
2	Air & Water Balancing	24,000.00	21,400.00	2,600.00		24,000.00	100.00%		2,400.00
3	Change Order #1	1,200.00	1,200.00			1,200.00	100.00%	0.00	120.00
4	Change Order #2	400.00	400.00			400.00	100.00%	0.00	40.00
GRAND TOTALS		\$29,600.00	\$27,000.00	\$2,600.00	\$0.00	\$29,600.00	100.00%	\$0.00	\$2,960.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

Teresa Bianculli

From: Teresa Bianculli [teresabutlerbalancing@comcast.net]
Sent: Thursday, June 18, 2009 1:37 PM
To: kathy.gurnee@erickson.com
Subject: Maris Grove Renaissance Grove June Billings



2009061813353185

7.pdf

Hi Kathy,

Attached are the Maris Grove Renaissance Grove June Billings. Originals will be mailed.
Please give me a call with any question.

Thank You,

Teresa Bianculli
Butler Balancing
P: 610-873-6905
F: 610-873-6908

Butler Balancing Company, Inc.
P. O. Box 72256
Thorndale, PA 19372
(610) 873-6905

Erickson Construction, LLC
115 Brinton Lake Road
Glen Mills, PA. 19342

Invoice number 32306
Date 6/14/2009

Contract: APR.08.124
Renasissance Gardens (MG)
Scope of Work: Air & Water Balancing

Customer ID: ERI02
Purchase Order: AIA

Work Performed Through June 14, 2009
Terms: 5% 10th Following Net 11th

Invoice total 2,600.00

Contract Summary

Original contract amount	28,000.00
Approved changes	0.00
Revised contract amount	<u>28,000.00</u>
Invoice to date	<u>28,000.00</u>
Remaining to invoice	0.00
Percent billed	100.00%

Contract

<u>Outstanding invoices</u>	<u>Number</u>	<u>Date</u>	<u>Amount</u>
Invoice	31707	1/11/2009	80.00
Invoice	31758	1/18/2009	160.00
Invoice	31900	3/1/2009	240.00
Invoice	31933	3/8/2009	160.00
Invoice	32033	4/5/2009	10,000.00
Invoice	3205501	4/5/2009	1,200.00
Invoice	32059	4/12/2009	4,000.00
Invoice	32088	4/19/2009	3,000.00
Invoice	3208901	4/19/2009	400.00
Invoice	32113	4/26/2009	2,000.00
Invoice	32306	6/14/2009	2,600.00
Total unpaid invoices			<u><u>23,840.00</u></u>

For Contracts up to \$80,000

ERICKSON CONSTRUCTION, LLC
703 Maiden Choice Lane
Baltimore, Maryland 21228
(410) 242-2880 Fax: (410) 737-8862

Date: June 16, 2008

SUBCONTRACT AGREEMENT

Billing Address:

Maris Grove Renaissance Gardens 1.0
115 Brinton Lake Road,
Glen Mills, PA, 19342
Attn: Michael James
Phone: (484) 840-2840
Fax: (484) 840-2843

Exhibit(s): A, B, C, D1, D,E1&F1, E, F
Are attached and made a part hereof

Firm Name (the "Subcontractor"): Butler Balancing Co., Inc.
Subcontractor Address: 1657 Bondsville Road,
Subcontractor City, State, ZIP: Downingtown, PA, 19335
Subcontractor Phone: (610) 873-6905
Subcontractor Fax: (610) 873-6908

I. **SUBCONTRACT DOCUMENTS:** This Subcontract consists of this Subcontract Agreement and the Contract between Erickson Retirement Communities (the "Owner") and Erickson Construction, LLC ("Contractor") dated June 16, 2008 and the other documents enumerated therein, including General Conditions and any other conditions, drawings, specifications, and addenda thereof which are applicable to Subcontractor's Work hereunder (the "Prime Contract"). The terms of this Subcontract Agreement shall control over any conflicting terms contained in the Prime Contract. 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)

II. **WORK:** Subcontractor shall furnish the required supervision, labor, materials, tools, supplies, hoisting, vertical transportation, scaffolding and equipment necessary for Testing, Adjusting & Balance (Sub) in connection with the construction of the Maris Grove Renaissance Gardens 1.0 (the "Project") located at 115 Brinton Lake Road, Glen Mills, PA, 19342 (the "Site") in accordance with Exhibit B attached hereto (the "Work"). Any specific information in the specifications in Exhibit B such as quantity estimates is not warranted to be exact, but is for general information purposes.

III. **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: 03/03/2008

IV. **SUBSTANTIAL COMPLETION:** The Project shall be substantially completed not later than 05/04/2009, ("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.

V. **SUBCONTRACT SUM:** Lump Sum Price of TWENTY-EIGHT THOUSAND DOLLARS AND ZERO CENTS Dollars (\$28,000.00). The Subcontract Sum includes Sales Tax. Any allowances included in the Subcontract Sum are shown on the attached Exhibit B. The final Subcontract Sum shall be adjusted by written Change Order to reflect the actual cost to complete an Allowance item. Terms of Payment are outlined in the Terms and Conditions attached hereto.

VI. **ADDITIONAL TERMS:**

a. Subcontractor shall carry insurance in the coverages and terms, as required in the Terms and Conditions attached hereto. The Contractor shall promptly furnish a copy of the proof of insurance as requested.

b. With respect to the Work, Subcontractor shall have all rights which Contractor has under the Prime Contract and Subcontractor shall, as to the Work, assume all obligations, risks and responsibilities which Contractor has assumed towards Owner in the Prime Contract.

c. Subcontractor shall be bound by, and, at its own cost, comply with all Federal, state and local laws, codes, ordinances and regulations applicable to this Subcontract and the performance of the Work including the Occupational Safety and Health Act of 1970. Subcontractor shall be duly licensed to operate under the law of the applicable jurisdictions. Subcontractor shall be liable to Contractor and Owner for all loss, cost and expense attributable to any acts of commission or omission by Subcontractor, its employees, members, sub-subcontractors and agents resulting from failure to comply therewith including, but not limited to, any fines, penalties or corrective measures.

d. In connection with the performance of work under this Subcontract, Subcontractor agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, handicap, color, or national origin.

e. This Subcontract contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representatives, warranties, or other matters, oral or written, shall be deemed to bind the parties hereto.

f. The safety and security of residents of this community is our primary concern. Subcontractors, it agents, suppliers and lower tier subcontractors are to comply and adhere to all traffic and parking directives, noise restrictions and any other regulations established to ensure the serenity of our residents, their guests and employees of Maris Grove Renaissance Gardens 1.0.

VII. 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 NIA, Registration Number NIA, and Sales or Tax Registration Number is _____, 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.

Fed. ID # 23-2657938

SUBCONTRACTOR:
Butler Balancing Co., Inc.

ACCEPTED AND AGREED:
ERICKSON CONSTRUCTION, LLC.

By: Jeanie S. Miller
Title: Project Manager
Date: 7.7.08

By: George Brown
Title: Vice President of Construction
Date: 05-11-08

TERMS AND CONDITIONS

1. TERMS OF PAYMENT AND WAIVER OF LIENS:

a. 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. 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. Subcontractor's progress payments shall be due and payable within ten (10) working days after the Contractor receives payment for the Subcontractor's work within forty-five (45) days following the applicable Application for Payment, and such failure is not the fault of the Subcontractor's sub-subcontractors, the Contractor shall pay the Subcontractor, within ten (10) days following demand, a progress payment computed as provided in Section 1 of these Terms and Conditions. Notwithstanding the foregoing, payments to Subcontractor may be withheld on account of (i) defective Work not remedied, (ii) claims filed, (iii) damages to Contractor or another subcontractor or (iv) failure to carry out the Work in accordance with this Subcontract. Each application for payment shall include an "Acknowledgement of Progress Payment (Exhibit D) and Release of Liens and Claims", (Exhibit E) in the forms attached hereto.

b. 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. The aggregate amount of the retainage, subject to offset for defects and deficiencies, shall be paid to Subcontractor within sixty (60) days of Subcontractor's submission of a final invoice after final completion of the work and acceptance thereof by Contractor and Owner. No periodic payment by Contractor shall be deemed to constitute acceptance of any faulty or defective work.

c. 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 and any persons acting through or under Subcontractor shall not file or maintain any mechanics' claims or liens against the Project, or the building thereof, or the lot of ground appurtenant thereto, for or on account of any Work done or materials furnished by this Subcontractor and/or any such person or persons as aforesaid. To the fullest extent permitted by applicable law, Subcontractor, for and on behalf of Subcontractor and all other persons acting through or under Subcontractor, hereby expressly waives and relinquishes the right to have, file, or maintain any mechanics' claims or lien against the Project, the buildings thereof, and the lot of ground appurtenant thereto, or any of them, which waiver shall be and hereby is made an independent covenant and shall operate and be effective also with respect to Work and labor done and material furnished under any supplemental agreement between Contractor and Subcontractor, or any agreement for extra Work done, performed, furnished or supplied in and about the Project, although not therein referred to as Work and labor performed and materials furnished under this Subcontract. Subcontractor, when required by Contractor as a condition precedent to the making of any payment hereunder, shall furnish to the Contractor a full and complete release and discharge, in a form satisfactory to Contractor and Owner, of all liens, claims, and demands arising out of or relating to the Subcontract Work and any and all materials furnished, Work done, and equipment used in connection therewith. Furthermore, if, prior to final payment, the Contractor, Owner, or any party providing financing for the Project requests a release of liens from Subcontractor or anyone acting through or under Subcontractor, Subcontractor shall execute and deliver such release of liens in a form satisfactory to Contractor, Owner or such other party.

If any Subcontractor or other person working under Subcontractor files a mechanics' lien or claim or notice of intention or right to file a lien for or on account of work, labor, services, materials, equipment or other items furnished under or in connection with this Agreement, Subcontractor agrees to discharge or remove such lien, claim or notice at its own expense by bond, payment or otherwise within twenty (20) calendar days from the date of the filing thereof, and upon its failure to do so, Contractor or Owner shall have the right to cause any such lien or claim, notice of intention or stop notice to be removed or discharged by whatever means Contractor or Owner chooses, at the sole cost and expense of Subcontractor (such costs and expenses to include legal fees and disbursements). Subcontractor agrees to hold harmless and indemnify Contractor and Owner from and against Any and all such liens, claims or other filings, and actions brought or judgments rendered thereon, and from and against any and all losses, damages, liabilities, costs and expenses, including legal fees and disbursements, which Contractor or Owner may sustain in connection therewith.

d. Stored Material: Payment for stored materials may be conditioned on delivery to the Owner of bills of sale (which shall include a complete description, including photographs, location, 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 in writing. Subcontractor shall schedule the materials to prevent the arrival of major items well in advance of their incorporation into the improvements.

2. 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.

3. 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.
4. SUBCONTRACTORS INVESTIGATION AND REPRESENTATION: Subcontractor has, prior to the execution of this Subcontract it has, (a) by its own independent investigation ascertained (i) the conditions involved in performing the Work, and (ii) the obligations of this Subcontract as they relate to the Prime Contract and (b) verified all information furnished by the 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.
5. SUBCONTRACTORS FAILURE TO PERFORM: If, in the opinion of the Contractor, Subcontractor shall at any time refuse or fail to provide sufficient properly skilled workers or materials of the proper quality, fail in any respect to prosecute the Work according to the current schedule, or fail to comply with any provision of this Subcontract, then after serving three (3) days written notice, unless the conditions specified in such notice shall have been eliminated within such three (3) days, the Contractor may, at its opinion (i) without voiding the other provisions of this Subcontract take such steps as are necessary to overcome the condition, in which case the Subcontractor shall be liable to the Contractor for the cost thereof; or (ii) terminate this Subcontract for default. In the event of termination for default, the Contractor may at its option, utilize any or all of the following: (1) enter on the Site for the purpose of completing the work and take possession of all materials and equipment of Subcontractor, (2) require Subcontractor to assign to the Contractor any or all of its subcontracts or purchase orders involving the Project, or (3) complete the Work either by itself or through others, by whatever methods as shall be accepted by Owner. If the Contractor's cost to complete the Work exceeds the unpaid balance then due under this Subcontract, Subcontractor shall pay the Contractor the difference within five (5) business days following the Contractor's demand for same.
6. SUBCONTRACTORS RESPONSIBILITY:
- a. Subcontractor shall be liable to the Contractor for all costs the Contractor incurs as a result of Subcontractor's failure to perform this Subcontract in accordance with its terms. Subcontractor's failure to perform shall include the failure of its suppliers and/or subcontractors of any tier to perform the work. Subcontractor's liability shall include, but is not limited to (1) damages and other delay costs payable by the Contractor to Owner, (2) the Contractor's increased costs of performance costs resulting from Subcontractor-caused delays or improper Subcontractor work; (3) warranty and rework costs; (4) liability to third parties; and (5) the Contractor's attorney's fees and related costs due to Subcontractor's liability hereunder.
7. SAFETY AND TESTING:
- a. If any person (including employees of Subcontractor) suffers injury or death, or any property is damaged, lost or destroyed, in whole or in part, due to the negligence or misconduct of Subcontractor, its employees, agents or lower-tier subcontractors, then the Subcontractor shall assume the liability therefore and shall (at the Contractor's option) defend any action, pay all costs, including attorney's fees, and satisfy any judgments entered against the Contractor in regard thereto and Subcontractor further agrees to hold the Contractor and its agents, employees and sureties harmless.
- b. Contractor reserves the right to require Subcontractor to perform from time to time, at Subcontractor's cost, drug testing of all or any Subcontractor's agents, employees, and sub-subcontractors. Such testing must be done with testing companies selected or approved by Contractor. Subcontractor may not permit any tested individuals to return to the Site until test results are received by Subcontractor, and Subcontractor must prohibit from the Site any persons that test positively for drug use. Contractor shall be entitled to prohibit from the Site any person that Contractor deems to be disruptive to the smooth construction of the Project.
- c. Contractor reserves the right to require Subcontractor to provide to Contractor, from time to time, a criminal history records check in such form and from such providers as are acceptable to Contractor, on all of Subcontractor's employees, agents and sub-subcontractors. Subcontractor may not let any employee return to the Site until such criminal history record check is received by Contractor. Contractor shall be entitled to prohibit from the Site any person that Contractor deems to have an unacceptable criminal history records check.
8. CONSTRUCTION SCHEDULE: Subcontractor will proceed with the Work in a prompt and diligent manner, in accordance with the Contractor's schedule as reasonably amended from time to time for the Work. Subcontractor is required to coordinate the work so as not to impede the progress of the work required to be provided by the Contractor to Owner under the Prime Contract. Time is of the essence of this Subcontract, subject to any applicable notice and cure periods provided in the Subcontract.
9. CHANGES IN THE WORK: Contractor may at any time make changes in the Work either:
- a. By written change order signed by Contractor and Subcontractor prior to commencement of such changes, specifying the changes to be made and the increase or decrease on 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.

10. 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.

11. TERMINATION FOR CONVENIENCE: the Contractor shall have the right to terminate this Subcontract for any reason by giving the Subcontractor written notice of termination, to be effective upon receipt by Subcontractor. If this Subcontract is terminated for convenience, Subcontractor shall be paid a pro rata percentage of the Subcontract Sum equal to the percentage of the Work in place, less payments previously paid to Subcontractor. In no event shall Subcontractor be entitled to receive payment for anticipated profits for unperformed Work.

12. SUBMITTALS: Subcontractor shall make all submittals of shop drawings, cuts, samples and materials lists in accordance with this Subcontract within sufficient time (not to exceed seven (7) days) so as not to delay performance of the Project. Notwithstanding any approval granted by the Contractor or Owner, all work shall be in accordance with the Prime Contract. The Contractor's review of shop drawings, cuts, samples and material lists is only for convenience in following the Work and such review shall not relieve Subcontractor from responsibility for any deviations from the requirements of the Prime Contract.

13. CLEAN-UP: Subcontractor shall clean up the premises and surrounding areas to remove all debris resulting from its Work in a manner that will not impede with the progress of the Project. If Subcontractor fails to comply within 24 hours after receipt of written notice of noncompliance from the Contractor, the Contractor may perform such necessary clean-up and deduct the cost, plus 25% for overhead, from any amounts due to Subcontractor.

14. TAXES AND PERMITS: Subcontractor shall pay for, comply with and hold the Contractor, Developer, Operator harmless against the payment of all contributions, taxes or premiums which may be payable by the Contractor or Subcontractor under Federal, state or local laws arising out of the performance of this Subcontract, and all sales, use or other taxes of whatever nature levied or assessed against Owner, the Contractor or Subcontractor arising out of this Subcontract, including any interest or penalties. Subcontractor shall obtain and pay for all permits, license, fees and certificates of inspection necessary for the prosecution and completion of the Work, and shall arrange for all necessary inspection and approvals by public officials.

15. 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, material men 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. Subcontractor shall pay all expenses, costs, and attorney's fees incurred by Contractor, Owner, Owner's agents, or Architect in the enforcement of this Subcontract, of any bond furnished in connection herewith, or for the prosecution or defense of any claim as defined herein.

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

16. 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. The Subcontract and Subcontract Documents are subject to the Contract between the Owner and Contractor, the General Conditions, and the Additional Supplementary General Conditions. The Subcontractor and Contractor hereby agree that all suits, claims or actions arising out of this Subcontract shall be brought in the State in which the Project is located. Any unresolved 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.

17. INSURANCE COVERAGES:

a. 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 below. 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.

b. 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 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 its equivalent form, 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.

c. 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.

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

TYPE OF COVERAGE	AMOUNT OF COVERAGE
<u>AD.1 Worker's Compensation</u>	<u>Statutory Limits (set by states)</u>
<u>Employer's Liability</u>	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 regarding any and all 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>A.D.3 Business Auto Liability:</u> covering any automobile, including hired and non-owned auto's	<u>Minimum required limits:</u> 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.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

18. 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.

19. PA CONTRACTOR AND SUBCONTRACTOR PAYMENT ACT. Duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder 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 payment to Subcontractor and shall control over any contrary or additional obligations or requirements issued by the Maryland 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.

EXHIBIT "A"
CONTRACT DOCUMENTS

<u>Drawing Number</u>	<u>Description</u>	<u>Date</u>
MSK-1	Extent of Fire Wrap on Unit Diffusers	12/20/2007
RG 00.00A	Phase 1 Plan Index Sheet - Volume 1 of 2	12/03/2007
RG 00.00B	Phase 1 Plan Index Sheet - Volume 2 of 2	12/03/2007
RG 00.01	Phase 1 Basement & First Floor Code Analysis	12/03/2007
RG 00.02	Phase 1 Second & Third Floor Code	12/03/2007
RG 00.03	Phase 1 Code Analysis	12/03/2007
RG 00.04	Phase 1 UL Design Details	12/03/2007
RG 00.05	Phase 1 UL Design Details	12/03/2007
RG 00.06	Phase 1 UL Design Details	12/03/2007
RG 20.11	Layout Plan	12/03/2007
RG 20.12	Grading & Drainage Plan	12/03/2007
RG 20.13	Planting Plan	12/03/2007
RG 20.14	Lighting Plan	12/03/2007
RG 20.15	Site Details	12/03/2007
RG 20.16	Site Details	12/03/2007
RG 30.01	Phase 1 Basement Floor Plan	12/03/2007
RG 30.11	Phase 1 First Floor Plan	12/03/2007
RG 30.21	Phase 1 Second Floor Plan	12/03/2007
RG 30.31	Phase 1 Third Floor Plan	12/03/2007
RG 30.41	Phase 1 Attic Floor Plan	12/03/2007
RG 30.51	Phase 1 Roof Plan	12/03/2007
RG 30.60	Phase 1 Basement Enlarged Plan	12/03/2007
RG 30.61	Phase 1 Basement Enlarged Plan	12/03/2007
RG 30.62	Phase 1 Basement Enlarged Plan	12/03/2007
RG 30.63	Phase 1 Basement Enlarged Plan	12/03/2007
RG 30.70	Phase 1 First Floor Enlarged Plan	12/03/2007
RG 30.71	Phase 1 First Floor Enlarged Plan	12/03/2007
RG 30.72	Phase 1 First Floor Enlarged Plan	12/03/2007
RG 30.73	Phase 1 First Floor Enlarged Plan	12/03/2007
RG 30.74	Phase 1 First Floor Enlarged Plan	12/03/2007
RG 30.75	Phase 1 First Floor Enlarged Plan	12/03/2007
RG 30.80	Phase 1 Second Floor Enlarged Plan	12/03/2007
RG 30.81	Phase 1 Second Floor Enlarged Plan	12/03/2007
RG 30.82	Phase 1 Second Floor Enlarged Plan	12/03/2007

RG 30.83	Phase 1 Second Floor Enlarged Plan	12/03/2007
RG 30.84	Phase 1 Second Floor Enlarged Plan	12/03/2007
RG 30.85	Phase 1 Second Floor Enlarged Plan	12/03/2007
RG 31.01	Phase 1 Building Elevations	12/03/2007
RG 31.02	Phase 1 Courtyard Elevations	12/03/2007
RG 32.01	Phase 1 Building Sections	12/03/2007
RG 32.02	Phase 1 Building Sections	12/03/2007
RG 33.01	Phase 1 Wall Sections & Detail Elevation	12/03/2007
RG 33.02	Phase 1 Wall Sections & Detail Elevation	12/03/2007
RG 33.03	Phase 1 Wall Sections & Detail Elevation	12/03/2007
RG 33.04	Phase 1 Wall Sections & Detail Elevation	12/03/2007
RG 33.05	Phase 1 Wall Sections & Detail Elevation	12/03/2007
RG 33.06	Phase 1 Wall Sections & Detail Elevation	12/03/2007
RG 33.07	Phase 1 Wall Sections & Detail Elevation	12/03/2007
RG 33.08	Phase 1 Wall Sections & Detail Elevation	12/03/2007
RG 33.09	Phase 1 Porte Cochere	12/03/2007
RG 33.10	Phase 1 Porte Cochere & Porch	12/03/2007
RG 33.11	Phase 1 Loading Dock	12/03/2007
RG 33.12	Phase 1 Shaft Sections	12/03/2007
RG 33.13	Phase 1 Shaft Sections	12/03/2007
RG 33.14	Phase 1 Shaft Sections	12/03/2007
RG 33.15	Phase 1 Wall Sections & Detail Elevation	12/03/2007
RG 33.21	Phase 1 Wall Details	12/03/2007
RG 33.22	Phase 1 Wall, Roof, Stair & Porte Cochere Details	12/03/2007
RG 33.23	Phase 1 Wall & Roof Details	12/03/2007
RG 33.24	Phase 1 Wall & Roof Details	12/03/2007
RG 33.31	Phase 1 Plan Details	12/03/2007
RG 33.32	Phase 1 Plan Details	12/03/2007
RG 34.01	Phase 1 Stair & Elevator Sections	12/03/2007
RG 34.02	Phase 1 Stair & Elevator Sections & Details	12/03/2007
RG 35.01	Phase 1 Partition Schedules & Details	12/03/2007
RG 35.02	Phase 1 Door Schedule	12/03/2007
RG 35.03	Phase 1 Door Schedule	12/03/2007
RG 35.04	Phase 1 Door, Window, & Louver Types	12/03/2007
RG 35.05	Phase 1 Window & Louver Details	12/03/2007
RG 35.06	Phase 1 Window, Door, & Storefront Details	12/03/2007
RG 36.01	Phase 1 Interior Elevations	12/03/2007
RG 36.02	Phase 1 Interior Elevations	12/03/2007
RG 36.03	Phase 1 Interior Elevations	12/03/2007
RG 36.11	Phase 1 Corridor Elevations	12/03/2007

RG 36.12	Phase 1 Corridor Elevations	12/03/2007
RG 36.21	Phase 1 Casework Details	12/03/2007
RG 36.22	Phase 1 Casework Details	12/03/2007
RG 38.01	Phase 1 Basement Reflected Ceiling Plan	12/03/2007
RG 38.11	Phase 1 First Floor Reflected Ceiling Plan	12/03/2007
RG 38.21	Phase 1 Second Floor Reflected Ceiling Plan	12/03/2007
RG 38.31	Phase 1 Third Floor Reflected Ceiling Plan	12/03/2007
RG 39.01	Phase 1 Basement Signage Plan	12/03/2007
RG 39.11	Phase 1 First Floor Signage Plan	12/03/2007
RG 39.21	Phase 1 Second Floor Signage Plan	12/03/2007
RG 39.31	Phase 1 Third Floor Signage Plan	12/03/2007
RG 40.01	Phase 1 Basement Floor Finish Extent Plan	12/03/2007
RG 40.11	Phase 1 First Floor Finish Extent Plan	12/03/2007
RG 40.21	Phase 1 Second Floor Finish Extent Plan	12/03/2007
RG 40.31	Phase 1 Third Floor Finish Extent Plan	12/03/2007
RG 45.01	Phase 1 Finish Key & Schedule	12/03/2007
RG 45.02	Phase 1 Finish Schedule	12/03/2007
RG 46.01	Phase 1 Floor Finish Details	12/03/2007
RG 46.02	Phase 1 Floor Finish Details	12/03/2007
RG 46.03	Phase 1 Floor Finish Details	12/03/2007
RG 46.04	Phase 1 Finish Elevations	12/03/2007
RG 46.05	Phase 1 Finish Elevations	12/03/2007
RG 46.06	Phase 1 Finish Elevations	12/03/2007
RG 46.07	Phase 1 Finish Elevations	12/03/2007
RG 49.01	Phase 1 Basement Floor Furniture Plan	12/03/2007
RG 49.11	Phase 1 1st Floor Furniture Plan	12/03/2007
RG 49.21	Phase 1 2nd Floor Furniture Plan	12/03/2007
RG 49.31	Phase 1 3rd Floor Furniture Plan	12/03/2007
RG 50.01	Food Service Equipment Floor Plan	12/03/2007
RG 50.02	Food Service Equipment Plumbing Plan	12/03/2007
RG 50.03	Food Service Equipment Electrical Plan	12/03/2007
RG 50.04	Food Service Equipment Ventilation Plan	12/03/2007
RG 50.05	Food Service Equipment Special Conditions Plan	12/03/2007
RG 50.06	Food Service Equipment Details and Elevations	12/03/2007
RG 50.07	Food Service Equipment Details and Elevations	12/03/2007
RG 50.08	Food Service Equipment Details and Elevations	12/03/2007
RG 50.09	Food Service Equipment Details and Elevations	12/03/2007
RG 60.01	Phase 1 Foundation Plan	12/03/2007
RG 60.11	Phase 1 1st Floor Framing Plan	12/03/2007
RG 60.21	Phase 1 2nd Floor / Low Roof Framing Plan	12/03/2007

RG 60.31	Phase 1 3rd Floor / Low Roof Framing Plan	12/03/2007
RG 60.41	Phase 1 Roof Framing Plan	12/03/2007
RG 61.01	Foundation Details	12/03/2007
RG 61.02	Foundation Sections	12/03/2007
RG 62.01	Framing Details	12/03/2007
RG 62.02	Framing Sections	12/03/2007
RG 62.03	Framing Sections and Truss Configurations	12/03/2007
RG 63.01	General Notes and Schedules	12/03/2007
RG 70.00	Plumbing Cover Sheet	12/03/2007
RG 70.01	Phase 1 Foundation Plumbing Plan	12/03/2007
RG 70.02	Phase 1 Basement Plumbing Plan	12/03/2007
RG 70.11	Phase 1 First Floor Plumbing Plan	12/03/2007
RG 70.21	Phase 1 Second Floor Plumbing Plan	12/03/2007
RG 70.31	Phase 1 Third Floor Plumbing Plan	12/03/2007
RG 70.41	Phase 1 Attic Plumbing Plan	12/03/2007
RG 71.01	Phase 1 Main Mechanical Room Plumbing Plan	12/03/2007
RG 71.02	Phase 1 Laundry Plumbing Plan	12/03/2007
RG 71.03	Phase 1 Kitchen Plumbing Plan	12/03/2007
RG 71.11	Phase 1 Partial PLMG Plan - 1st Floor Core Support	12/03/2007
RG 71.12	Phase 1 Partial PLMG Plan - 1st Floor Wing A	12/03/2007
RG 71.13	Phase 1 Partial PLMG Plan - 1st Floor Wing B	12/03/2007
RG 71.14	Phase 1 Partial PLMG Plan - 1st Floor Wings C & D	12/03/2007
RG 71.15	Phase 1 Partial PLMG Plan - 1st Floor Comm. Bldg	12/03/2007
RG 71.21	Phase 1 Partial PLMG Plan - 2nd Floor Core Support	12/03/2007
RG 71.22	Phase 1 Partial PLMG Plan - 2nd Floor Wing A	12/03/2007
RG 71.23	Phase 1 Partial PLMG Plan - 2nd Floor Wing B	12/03/2007
RG 71.24	Phase 1 Partial PLMG Plan - 2nd Floor Wings C & D	12/03/2007
RG 71.25	Phase 1 Partial PLMG Plan - 2nd Floor Comm. Bldg	12/03/2007
RG 71.31	Phase 1 Partial PLMG Plan - 3rd Floor Core Support	12/03/2007
RG 71.32	Phase 1 Partial PLMG Plan - 3rd Floor Wing A	12/03/2007
RG 71.33	Phase 1 Partial PLMG Plan - 3rd Floor Wing B	12/03/2007
RG 71.34	Phase 1 Partial PLMG Plan - 3rd Floor Wings C & D	12/03/2007
RG 72.01	Plumbing Details	12/03/2007
RG 72.02	Plumbing Details	12/03/2007
RG 73.01	Plumbing Risers (Sanitary)	12/03/2007
RG 73.02	Plumbing Risers (Sanitary)	12/03/2007
RG 73.03	Plumbing Riser Sheet (Domestic Water)	12/03/2007
RG 73.04	Plumbing Riser Sheet	12/03/2007
RG 73.05	Plumbing Risers Sheet	12/03/2007
RG 73.06	Plumbing Risers (Fire & Gas)	12/03/2007

RG 74.01	Plumbing Schedule	12/03/2007
RG 80.00	Mechanical Cover Sheet	12/03/2007
RG 80.01	Phase 1 Basement Mechanical Plan	12/03/2007
RG 80.11	Phase 1 First Floor Mechanical Plan	12/03/2007
RG 80.21	Phase 1 Second Floor Mechanical Plan	12/03/2007
RG 80.31	Phase 1 Third Floor Mechanical Plan	12/03/2007
RG 80.41	Phase 1 Attic Mechanical Plan	12/03/2007
RG 81.01	Phase 1 Main Mechanical Room - Mechanical Plan	12/03/2007
RG 81.02	Phase 1 Laundry Mechanical Plan	12/03/2007
RG 81.03	Phase 1 Kitchen Mechanical Plan	12/03/2007
RG 81.04	Phase 1 Basement General Space Mechanical Plan	12/03/2007
RG 81.11	Phase 1 Partial MECH Plan - 1st Floor Core Support	12/03/2007
RG 81.12	Phase 1 Partial MECH Plan - 1st Floor Wing A	12/03/2007
RG 81.13	Phase 1 Partial MECH Plan - 1st Floor Wing B	12/03/2007
RG 81.14	Phase 1 Partial MECH Plan - 1st Floor Wings C & D	12/03/2007
RG 81.15	Phase 1 Partial MECH Plan - 1st Floor Comm. Bldg	12/03/2007
RG 81.21	Phase 1 Partial MECH Plan - 2nd Floor Core Support	12/03/2007
RG 81.22	Phase 1 Partial MECH Plan - 2nd Floor Wing A	12/03/2007
RG 81.23	Phase 1 Partial MECH Plan - 2nd Floor Wing B	12/03/2007
RG 81.24	Phase 1 Partial MECH Plan - 2nd Floor Wings C & D	12/03/2007
RG 81.25	Phase 1 Partial MECH Plan - 2nd Floor Comm. Bldg	12/03/2007
RG 81.31	Phase 1 Partial MECH Plan - 3rd Floor Core Support	12/03/2007
RG 81.32	Phase 1 Partial MECH Plan - 3rd Floor Wing A	12/03/2007
RG 81.33	Phase 1 Partial MECH Plan - 3rd Floor Wing B	12/03/2007
RG 81.34	Phase 1 Partial MECH Plan - 3rd Floor Wings C & D	12/03/2007
RG 82.01	Mechanical Details	12/03/2007
RG 82.02	Mechanical Details	12/03/2007
RG 82.03	Mechanical Details	12/03/2007
RG 82.04	Mechanical Details	12/03/2007
RG 82.05	Mechanical Sections	12/03/2007
RG 83.01	Mechanical Schematic Diagrams	12/03/2007
RG 83.02	Mechanical Duct Risers	12/03/2007
RG 83.03	Mechanical Piping Risers	12/03/2007
RG 84.01	Mechanical Schedules	12/03/2007
RG 90.00	Electrical Cover Sheet	12/03/2007
RG 90.01	Phase 1 Basement Lighting Plan	12/03/2007
RG 90.02	Phase 1 Basement Power Plan	12/03/2007
RG 90.11	Phase 1 First Floor Lighting Plan	12/03/2007
RG 90.12	Phase 1 First Floor Power Plan	12/03/2007
RG 90.21	Phase 1 Second Floor Lighting Plan	12/03/2007

RG 90.22	Phase 1 Second Floor Power Plan	12/03/2007
RG 90.31	Phase 1 Third Floor Lighting Plan	12/03/2007
RG 90.32	Phase 1 Third Floor Power Plan	12/03/2007
RG 90.41	Phase 1 Attic Electrical Plan	12/03/2007
RG 91.01	Phase 1 Main Mechanical Room Electrical Plan	12/03/2007
RG 91.02	Phase 1 Kitchen Electrical Plan	12/03/2007
RG 91.03	Phase 1 Laundry Room & Basement Elec. Room Plans	12/03/2007
RG 91.04	Phase 1 Pantry Electrical & Mechanical Room Plans	12/03/2007
RG 93.01	Electrical Riser Diagram	12/03/2007
RG 93.02	Fire Alarm Riser Diagram	12/03/2007
RG 94.01	Phase 1 Electrical Panel Schedules	12/03/2007
RG 94.02	Phase 1 Electrical Panel Schedules	12/03/2007
RG 94.03	Phase 1 Electrical Panel Schedules	12/03/2007
RG 94.04	Phase 1 Electrical Panel Schedules	12/03/2007
RG 94.05	Phase 1 Electrical Panel Schedules	12/03/2007
RG 94.06	Phase 1 Electrical Panel Schedules	12/03/2007
RG 95.01	Telecommunications Voice & Data Riser Diagrams	12/03/2007
RG 95.02	Telecommunications CATV & CCTV Riser Diagram	12/03/2007
RG 95.03	Telecommunications Intercom CCTV & Audio Diagrams	12/03/2007
RG 96.01	Phase 1 Unit Electrical Plans	12/03/2007
RG 97.01	Phase 1 Special Systems Basement Plan	12/03/2007
RG 97.11	Phase 1 Special Systems First Floor Plan	12/03/2007
RG 97.21	Phase 1 Special Systems Second Floor Plan	12/03/2007
RG 97.31	Phase 1 Special Systems Third Floor Plan	12/03/2007
RG 98.01	Integrated Healthcare Monitoring System -	12/03/2007
RG 98.01	Maris Grove 1st Floor Nurse Call / Dementia	12/03/2007
RG 98.02	Maris Grove 2nd Floor Nurse Call	12/03/2007
RG 98.02	Integrated Healthcare Monitoring System -	12/03/2007
RG 98.03	Maris Grove 3rd Floor Nurse Call	12/03/2007
RG 98.03	Integrated Healthcare Monitoring System -	12/03/2007
RG 98.04	Maris Grove Basement Central Equipment	12/03/2007
RG 98.04	Integrated Healthcare Monitoring System -	12/03/2007
RG 98.05	Integrated Healthcare Monitoring System -	12/03/2007
RG 98.05	Maris Grove 1st Floor Wireless	12/03/2007
RG 98.06	Integrated Healthcare Monitoring System -	12/03/2007
RG 98.06	Maris Grove 2nd Floor Wireless	12/03/2007
RG 98.07	Maris Grove 3rd Floor Wireless	12/03/2007
RG 98.07	Integrated Health Monitoring System -	12/03/2007
RG 99.01	Maris Grove Basement	12/03/2007
RG 99.01	Departure Alert & Access Control Systems -	12/03/2007

RG 99.02	Maris Grove First Floor	12/03/2007
RG 99.02	Departure Alert & Access Control Systems -	12/03/2007
RG 99.03	Departure Alert & Access Control Systems -	12/03/2007
RG 99.03	Maris Grove Second Floor	12/03/2007
RG 99.04	Departure Alert & Access Control Systems -	12/03/2007
RG 99.04	Maris Grove Third Floor	12/03/2007
RG 99.05	Departure Alert & Access Control Systems	12/03/2007
Specs Modifications	Modifications to Specifications	12/20/2007
Specs Project Manual	Landscape Specifications	12/03/2007
Specs Volume I	Divisions 1-14	12/03/2007
Specs Volume II	Divisions 15-16	12/03/2007

EXHIBIT "B"

SUBCONTRACTOR SCOPE OF WORK

MARIS GROVE - RENAISSANCE GARDENS 1.0

The subcontractor (BUTLER BALANCING) shall provide all materials, labor, equipment, tools, shop drawings, submittals, transportation, taxes, insurance, support functions, and any other items or services necessary for and reasonably incidental to the proper execution of the work, to complete the Testing, Adjusting, and Balancing work for the Maris Grove Renaissance Gardens 1.0 project in accordance with the Drawings and Specifications prepared by Wallace Roberts & Todd LLC dated 12/3/07 in general, Specification Sections 15020 (Testing, Adjusting, and Balancing) 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. Subcontractor must have a valid Concord Township contractor license.
2. 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. Subcontractor will not be allowed to work on any Concord Township Holidays.
3. Subcontractor must properly coordinate all field activities with the appropriate Erickson Construction, LLC Project Superintendent.
4. Subcontractor shall work Saturdays at no additional cost to make-up for lost days due to inclement weather or other unforeseeable conditions, or as schedule dictates.
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. Complete all work in accordance with schedules provided by Erickson Construction, LLC.
8. **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. Subcontractor is responsible for any damage caused by improper materials stocking. Excess material and equipment must be removed in a timely manner.
9. **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.

10. Subcontractor shall provide all necessary manpower and equipment to receive, unload, store-on-site, stock, and hoist all materials furnished and/or installed by this Subcontractor.
11. All delivery and freight costs to the jobsite are included.
12. Subcontractor shall coordinate the location of cranes, delivery vehicles, other equipment and materials with the Erickson Construction, LLC Project Superintendent.
13. Subcontractor understands all construction vehicles and employees must use only the designated construction entrances located at Brinton Lake Rd. off of Rte. 1 and park only in designated areas. No construction traffic will be allowed to exit or enter off of Evergreen Dr. /Main Entrance. Exiting left onto Brinton Lake Road from the jobsite or entering right onto the job site off of Brinton Lake Road will never be allowed. 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 and Subcontractor via change order each month.
14. 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. Balancing Specific Scope of Work

15. Provide all tests and adjustments necessary to accomplish the complete balancing and document proper operation of HVAC systems. Perform all tests and make all adjustments necessary to ensure that water and air systems are balanced to the specified quantities.
16. Provide certified TAB report including all required AABC and NEBB forms and reports as specifies in the contract documents.
17. Complete all work and provide all reports in accordance with Specification Section 15020 (Testing, Adjusting, and Balancing)
18. All tests and inspections shall be completed on a timely basis so as to maintain schedule and allow time for other trades to perform their work and inspections on a timely basis.
19. This scope includes all applicable close-out document procedures in accordance with the Contract Documents.
20. Provide standard training of user personnel in accordance with the specifications, including video taping of training sessions.

21. Provide seven (7) copies of all reports and submittals.
22. Perform all work in accordance with standard lock-out tag-out procedures.
23. As may be required by project conditions, work out of sequence and in areas as directed by Erickson Construction in order to maintain timely project progress.
24. Provide all required submittals in accordance with the Contract Documents.
25. Provide all standard and special warranties in accordance with the Contract Documents, including one (1) year warranty for work performed by this Subcontractor.
26. All applicable local, commonwealth, and federal taxes are included.

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 \$28,000.00.

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 James

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

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

EXHIBIT "D"
APPLICATION AND CERTIFICATE FOR PAYMENT

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

DATE:

PROJECT: 512EC10
JOB: Maris Grove Renaissance Gardens
APPLICANT NO.:
PERIOD TO:

FROM: Butler Balancing Co., Inc.

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	512EC10
COST CODE #	48400-159900
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	_____

EC: _____ Sub: 4M

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 Renaissance Gardens 1.0 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 Renaissance Gardens 1.0 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____.

By: _____ Contractor/Supplier/Subcontractor

(Title)

Signed and sworn to before me this _____ day of _____, 20____.

My Commission Expires: _____

Notary Public