

UNITED STATES BANKRUPTCY COURT Northern District of Texas		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): AyA Kitchens & Baths, Ltd.		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where notices should be sent: Jeffrey L. Tarkenton, Esq. Womble Carlyle Sandridge & Rice, PLLC 1401 Eye Street, NW, Seventh Floor, Washington, D.C. 20005 Telephone number: (202) 467-6900		
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> RECEIVED FEB 24 2010 BMC GROUP </div>		
Name and address where payment should be sent (if different from above): AyA Kitchens & Baths, Ltd. 1551 Caterpillar Road Mississauga, ON L4X 2Z6 Telephone number: (905) 848-1999		<input type="checkbox"/> 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. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: \$ <u>71,090.26 plus any applicable interest</u> 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. <input checked="" type="checkbox"/> 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. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> 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). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> 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). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). <input type="checkbox"/> 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: <u>Materials supplied (see attached)</u> (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: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> 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: <u>6/22/10</u> 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. WARREN HEN, CFO		FOR COURT USE ONLY Erickson Ret. Comm. LLC  01192

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In Re:

**ERICKSON CONSTRUCTION,
LLC**

Debtor.

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**Case No. 09-37016 (SGJ)
Chapter 11
(Jointly Administered)**

**DESCRIPTION OF PROOF OF CLAIM
OF AYA KITCHENS & BATHS, LTD.**

AyA Kitchens & Baths, Ltd. ("Claimant") states the following in support of its claim against Erickson Construction, LLC (the "Debtor"). Claimant's claim arises from (1) the Debtor's failure to pay Claimant monies owed to Claimant, as an unpaid supplier of materials installed in the construction project known as Ashby Ponds (Buildings 1.4 and 1.5), located in Ashburn, Virginia (the "Project"); and (2) a Court Order issued by the Superior Court of Justice of Ontario, Canada in an action styled *AyA Kitchens & Baths, Ltd., et al. v. Ultimate Kitchens, LLC*, Court File No. 09-389877, directing that, pending arbitration of a dispute between Claimant and Ultimate Kitchens, LLC, all payments received or that may be received by Ultimate Kitchens, LLC from Erickson Construction, LLC, be paid into the Ontario Court or secured in a manner acceptable to Claimant.

Claimant supplied materials under two subcontracts executed by Erickson Construction, LLC and Ultimate Kitchens, LLC d/b/a AyA Kitchens and Baths (the "Subcontracts"). True and correct copies of the Subcontracts are attached hereto as Exhibits A and B. Erickson Construction, LLC has not yet made progress payments and/or amounts due for change orders under the Building 1.4 Subcontract in the amount of \$18,696.03; Erickson Construction, LLC has not yet paid the retainage due under the Building 1.4 Subcontract of \$16,245.71. The total

due under the Building 1.4 Subcontract is \$34,941.74, plus any applicable interest. Erickson Construction, LLC has not yet made progress payments and/or amounts due for change orders under the Building 1.5 Subcontract in the amount of \$21,098.52; Erickson Construction, LLC has not yet paid the retainage due under the Building 1.5 Subcontract of \$15,050.00. The total due under the Building 1.5 Subcontract is \$36,148.52, plus any applicable interest.

The total amount due under the Subcontracts is \$71,090.26, plus any applicable interest. Ultimate Kitchens, LLC is in arrears to Claimant for materials supplied by Claimant to the Ashby Ponds project in an amount greater than \$71,090.26, plus any applicable interest. Pursuant to Sections 10.1.1, 10.1.6, 11.3 and 11.4 of the Subcontracts, Ultimate Kitchens was required to inform Erickson that Claimant was providing materials costing in excess of \$1,000.00 in connection with the Ashby Ponds projects and Ultimate Kitchens, LLC is required to pay all amounts due to Claimant, certify to Erickson Construction, LLC that it has done so and provide waivers from Claimant in order to receive payment under the Subcontracts.

In connection with arbitration proceedings initiated by Claimant against Ultimate Kitchens, LLC regarding, among other matters, Ultimate Kitchens, LLC's failure to pay Claimant the amount due for materials supplied to the Ashby Ponds project, Buildings 1.4 and 1.5, the Superior Court of Justice of Ontario, Canada, in an action styled *AyA Kitchens & Baths, Ltd., et al. v. Ultimate Kitchens, LLC*, Court File No. 09-389877, has directed that, pending arbitration of the dispute between Claimant and Ultimate Kitchens, LLC, all payments received or that may be received by Ultimate Kitchens, LLC from Erickson Construction, LLC, be paid into the Ontario Court or secured in a manner acceptable to Claimant. A true and correct copy of the Court Order issued by the Superior Court of Justice of Ontario, Canada is attached hereto as Exhibit C.

EXHIBIT A

Contract Number: 12



SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR

THIS SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR (this "Agreement") is made as of 10/10/2008 by and between ERICKSON CONSTRUCTION, LLC (the "Contractor"), having an address of 703 Maiden Choice Road, Baltimore, Maryland 21228, Attn: Michael Sights; and Ultimate Kitchens LLC (dba) Aya Kitchens and Baths (the "Subcontractor"), having an address of 14141 Parke-Long Ct, Chantilly, Va, 20151.

RECITALS

A. The Contractor has made a contract for construction dated as of 03/26/2008 (the "Prime Contract") with Ashburn Campus, LLC (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 Ashby Ponds Independent Living Building 1.4, 21125 Cardinal Pond Terrace, being part of a project known as Ashby Ponds, located in Ashburn, VA (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 1410 Key Highway, 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 Ashby Ponds, 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 Kitchen Casework (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.

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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:05/01/2008

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 05/01/2009, ("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 three hundred fifteen thousand Dollars and zero Cents (\$315,000.00) 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:

See Exhibit C attached.

Alternates are included in Exhibit C attached:

 Sub: _____

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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.

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 2705102113, Registration Number _____, and Sales or Tax Registration Number is 20-3625316, 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 Subcontractor 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

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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.

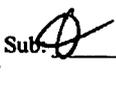
6.3.1. The Subcontractor shall provide all notices and comply with all Federal, state or local laws, ordinances, building codes, rules, regulations and orders of public authorities bearing on performance of the Work of this Subcontract. The Subcontractor shall secure and pay for all permits and governmental 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

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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 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.

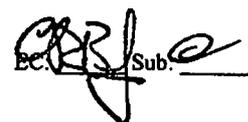
7. CHANGES IN THE WORK.

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.

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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).

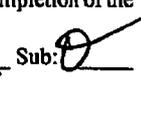
8.2. TERMINATION BY THE CONTRACTOR.

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; (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

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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 Sights 21125 Cardinal Pond Terrace, Ashburn, Va, 20147 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.

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.

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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.

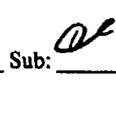
10.2.5. All periodic payments by Contractor shall be subject to a retainage, to be held by Contractor, of ten percent (10%) of the amount billed by Subcontractor. To the extent approved or permitted by Owner and any lender providing financing for all or any part of the Work, and if Subcontractor is in 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.

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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 E, 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, Product/Completed Operations Coverage and the Umbrella/Excess Insurance. The additional insured coverage is to be provided by ISO form CG 20100704, or 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.

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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 Not 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 names 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.

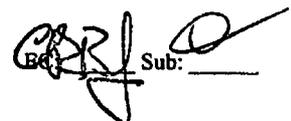
13. **SETTLEMENT OF DISPUTES.**

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.**

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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.

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.


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Contract Number: 12

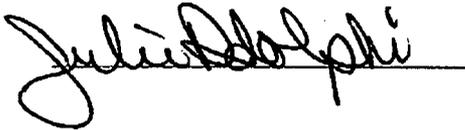
14.15. CONTRACTOR AND SUBCONTRACTOR PAYMENT ACT. Duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available at law or in equity. 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 Virginia 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

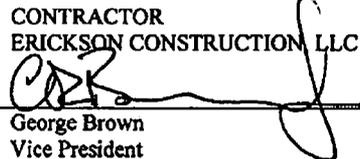
This Agreement entered into as of the day and year first written above.

WITNESS:



CONTRACTOR
ERICKSON CONSTRUCTION LLC

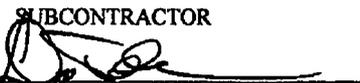
By:


George Brown
Vice President

Dated: 02-19-09

SUBCONTRACTOR

By:


Ultimate Kitchens LLC (dba) Aya Kitchens and Baths
Dan Tabler
President

Dated: 2/12/09

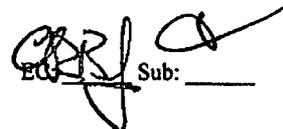
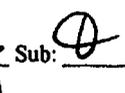

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EXHIBIT "A"
Drawings and Specifications
ILB 1.4

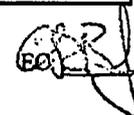
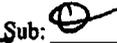
Drawing	Revision	Description	Date
Architectural			
00.00	Bid Set	Cover Sheet	1/17/2008
00.00A	Bid Set	Abbreviations & Symbols	1/17/2008
00.01	Bid Set	Code Review Sheet	1/17/2008
00.02	Bid Set	Neighborhood Code Sheet	1/17/2008
00.02a	Bid Set	UL Assemblies	1/17/2008
00.02b	Bid Set	UL Assemblies	1/17/2008
00.02c	Bid Set	UL Assemblies	1/17/2008
00.02d	Bid Set	UL Assemblies	1/17/2008
00.03	Bid Set	Parking Count & Phasing Diagram	1/17/2008
00.04	Bid Set	Campus Wide Building Elev.	1/17/2008
20.01	Bid Set	Site Plan	1/17/2008
30.01A	Bid Set	Garage Plan	1/17/2008
30.01B	Bid Set	Garage Plan	1/17/2008
30.02A	Bid Set	First Floor Plan	1/17/2008
30.02B	Bid Set	First Floor Plan	1/17/2008
30.03A	Bid Set	Second Floor Plan	1/17/2008
30.03B	Bid Set	Second Floor Plan	1/17/2008
30.04A	Bid Set	Third Floor Plan	1/17/2008
30.04B	Bid Set	Third Floor Plan	1/17/2008
30.05A	Bid Set	Fourth Floor Plan	1/17/2008
30.05B	Bid Set	Fourth Floor Plan	1/17/2008
30.06A	Bid Set	Roof Plan	1/17/2008
30.06B	Bid Set	Roof Plan	1/17/2008
30.07	Bid Set	Cover Sheet	1/17/2008
30.08	Bid Set	Elev Link Sections and Details	1/17/2008
30.10	Bid Set	Link Plan Details	1/17/2008

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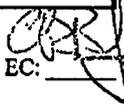
Drawing	Revision	Description	Date
30.11	Bid Set	Section Details	1/17/2008
31.01	Bid Set	Elevations	1/17/2008
31.02	Bid Set	Elevations	1/17/2008
31.03	Bid Set	Enlarged Elevations	1/17/2008
31.04	Bid Set	Enlarged Elevations	1/17/2008
31.05	Bid Set	Enlarged Elevations	1/17/2008
32.01	Bid Set	Building Sections	1/17/2008
33.01	Bid Set	Typical Wall Sections	1/17/2008
33.02	Bid Set	Bay Window Sections	1/17/2008
33.03	Bid Set	Porch Sections	1/17/2008
33.04	Bid Set	Typical Section Details	1/17/2008
33.05	Bid Set	Plan Details & Axonometrics	1/17/2008
33.06	Bid Set	Porch Plan Details	1/17/2008
33.07	Bid Set	Porch Section Details	1/17/2008
33.08	Bid Set	Recessed Panel Sections	1/17/2008
33.09	Bid Set	Attic/Roof Details	1/17/2008
33.10	Bid Set	Typical Plan Details	1/17/2008
34.01	Bid Set	Elevator Plans and Sections	1/17/2008
34.02	Bid Set	Stair Plans and Sections	1/17/2008
34.03	Bid Set	Stair Sections and Details	1/17/2008
35.01	Bid Set	Wall, Floor, and Roof Schedule	1/17/2008
35.02	Bid Set	Window and Louver Schedule & Details	1/17/2008
35.03	Bid Set	Door Schedule	1/17/2008
35.04	Bid Set	Door Details	1/17/2008
36.01	Bid Set	Typical Interior Details	1/17/2008
36.02	Bid Set	Enlarged Plans & Interior Elevs.	1/17/2008
36.03	Bid Set	Public Spaces Plans @ Elevs.	1/17/2008
36.04	Bid Set	Public Spaces Plans @ Elevs.	1/17/2008
37.01A	Bid Set	Garage Signage Plan	1/17/2008
37.01B	Bid Set	Garage Signage Plan	1/17/2008
37.02	Bid Set	Parking Sign Schedule	1/17/2008
37.03	Bid Set	Garage Details	1/17/2008

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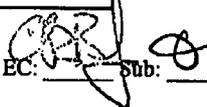
Drawing	Revision	Description	Date
37.04	Bid Set	Retaining Wall	1/17/2008
38.01A	Bid Set	Garage Level RCP	1/17/2008
38.01B	Bid Set	Garage Level Plan	1/17/2008
38.02A	Bid Set	First Floor RCP	1/17/2008
38.02B	Bid Set	First Floor RCP	1/17/2008
38.03A	Bid Set	Second Floor RCP	1/17/2008
38.03B	Bid Set	Second Floor RCP	1/17/2008
38.04A	Bid Set	Third Floor RCP	1/17/2008
38.04B	Bid Set	Third Floor RCP	1/17/2008
38.05A	Bid Set	Fourth Floor RCP	1/17/2008
38.05B	Bid Set	Fourth Floor RCP	1/17/2008
40.01	Bid Set	Elev. Lobby Finish Plans	1/17/2008
40.02	Bid Set	Elev./Exit Lobby, & Laundry Rm. Finish Plans	1/17/2008
40.03	Bid Set	Link & Doghouse Finish Plans	1/17/2008
45.01	Bid Set	RB Finish Schedule	1/17/2008
45.02	Bid Set	Resident Unit Finish Schedule	1/17/2008
45.03	Bid Set	Unit Amenities List	1/17/2008
48.01	Bid Set	Parking Level Signage Plan	1/17/2008
48.02	Bid Set	First Floor Signage Plan	1/17/2008
48.03	Bid Set	Second Floor Signage Plan Main St	1/17/2008
48.04	Bid Set	Third Floor Signage Plan	1/17/2008
48.05	Bid Set	Fourth Floor Signage Plan	1/17/2008
49.01	Bid Set	Parking Level Furniture Plan	1/17/2008
49.02	Bid Set	First Floor Furniture Plan	1/17/2008
49.03	Bid Set	Second Floor Furniture Plan Main Street	1/17/2008
49.04	Bid Set	Third Floor Furniture Plan	1/17/2008
49.05	Bid Set	Fourth Floor Furniture Plan	1/17/2008
Structural			
60.01A	Bid Set	Garage & Foundation Plan	1/17/2008
60.01B	Bid Set	Garage & Foundation Plan	1/17/2008
60.02A	Bid Set	First Floor Concrete Slab Framing Plan	1/17/2008

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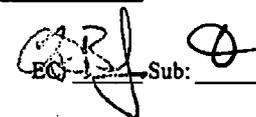
Drawing	Revision	Description	Date
60.02A-A	Bid Set	First Floor Bearing Wall Location Plan	1/17/2008
60.02B	Bid Set	First Floor Concrete Slab Framing Plan	1/17/2008
60.02B-A	Bid Set	First Floor Bearing Wall Location Plan	1/17/2008
60.03A	Bid Set	Second Floor Framing Plan	1/17/2008
60.03B	Bid Set	Second Floor Framing Plan	1/17/2008
60.04A	Bid Set	Third Floor Framing Plan	1/17/2008
60.04B	Bid Set	Thrd Floor Framing Plan	1/17/2008
60.05A	Bid Set	Fourth Floor Framing Plan A	1/17/2008
60.05B	Bid Set	Fourth Floor Framing Plan B	1/17/2008
60.06A	Bid Set	Roof Framing Plan	1/17/2008
60.06B	Bid Set	Roof Framing Plan	1/17/2008
60.07	Bid Set	Elevated Link Foundation, Floor & Roof Framing Plans	1/17/2008
61.01A	Bid Set	Typical Details	1/17/2008
61.02	Bid Set	Sections	1/17/2008
61.03	Bid Set	Sections	1/17/2008
61.04	Bid Set	Sections	1/17/2008
61.05	Bid Set	Sections	1/17/2008
61.06	Bid Set	Sections	1/17/2008
64.01	Bid Set	Roof Truss Profiles	1/17/2008
65.01	Bid Set	Column Schedule	1/17/2008
65.02	Bid Set	Shearwall Elev's & Details	1/17/2008
65.03	Bid Set	Bearingwall Framing Elev's	1/17/2008
65.04	Bid Set	Bearingwall Framing Elev's	1/17/2008
Plumbing			
70.00	Bid Set	Plumbing Schedules	1/17/2008
70.01A	Bid Set	Subslab Plumbing Plan Part A	1/17/2008
70.01B	Bid Set	Subslab Plumbing Plan Part B and C	1/17/2008
70.02A	Bid Set	Parking Garage Plumbing Plan Part A	1/17/2008
70.02B	Bid Set	Parking Garage Plumbing Plan Part B and C	1/17/2008
70.03A	Bid Set	First Floor Plumbing Plan Part A	1/17/2008
70.03B	Bid Set	First Floor Plumbing Plan Part B and C	1/17/2008

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Drawing	Revision	Description	Date
70.04A	Bid Set	Second Floor Plumbing Plan Part A	1/17/2008
70.04B	Bid Set	Second Floor Plumbing Plan Part B and C	1/17/2008
70.05A	Bid Set	Third Floor Plumbing Plan Part A	1/17/2008
70.05B	Bid Set	Third Floor Plumbing Plan Part B and C	1/17/2008
70.06A	Bid Set	Fourth Floor Plumbing Plan Part A	1/17/2008
70.06B	Bid Set	Fourth Floor Plumbing Plan Part B and C	1/17/2008
71.01	Bid Set	Plumbing Part Plans	1/17/2008
72.01	Bid Set	Plumbing Risers & Details	1/17/2008
73.01	Bid Set	Sanitary Riser Diagrams	1/17/2008
73.02	Bid Set	Sanitary Riser Diagrams	1/17/2008
73.03	Bid Set	Domestic Water Riser Diagrams	1/17/2008
Mechanical			
80.00	Bid Set	Mechanical Schedules	1/17/2008
80.01A	Bid Set	Parking Level Mechanical Plan Part A	1/17/2008
80.01B	Bid Set	Parking Level Mechanical Plan Part B and C	1/17/2008
80.02A	Bid Set	First Floor Mechanical Plan Part A	1/17/2008
80.02B	Bid Set	First Floor Mechanical Plan Part B and C	1/17/2008
80.03A	Bid Set	Second Floor Mechanical Plan Part A	1/17/2008
80.03B	Bid Set	Second Floor Mechanical Plan Part B and C	1/17/2008
80.04A	Bid Set	Third Floor Mechanical Plan Part A	1/17/2008
80.04B	Bid Set	Third Floor Mechanical Plan Part B and C	1/17/2008
80.05A	Bid Set	Fourth Floor Mechanical Plan Part A	1/17/2008
80.05B	Bid Set	Fourth Floor Mechanical Plan Part B and C	1/17/2008
80.06A	Bid Set	Attic Mechanical Plan Part A	1/17/2008
80.06B	Bid Set	Attic Mechanical Plan Part B and C	1/17/2008
81.01	Bid Set	Plumbing Part Plans	1/17/2008
82.01	Bid Set	Mechanical Details	1/17/2008
82.02	Bid Set	Mechanical Details	1/17/2008
83.01	Bid Set	HVAC Risers	1/17/2008
84.01	Bid Set	Mechanical Schedule	1/17/2008

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Drawing	Revision	Description	Date
Electrical			
90.00	Bid Set	Legend, Abbrev. Light Fixture Schedule	1/17/2008
90.01A	Bid Set	Lighting & Power Garage Level Plan Part A	1/17/2008
90.01B	Bid Set	Lighting & Power Garage Level Plan Part B & C	1/17/2008
90.02A	Bid Set	Lighting & Power First Floor Plan Part A	1/17/2008
90.02B	Bid Set	Lighting & Power First Floor Plan Part B & C	1/17/2008
90.03A	Bid Set	Lighting & Power Second Floor Plan Part A	1/17/2008
90.03B	Bid Set	Lighting & Power Second Floor Plan Part B & C	1/17/2008
90.04A	Bid Set	Lighting & Power Third Floor Plan Part A	1/17/2008
90.04B	Bid Set	Lighting & Power Third Floor Plan Part B & C	1/17/2008
90.05A	Bid Set	Lighting & Power Fourth Floor Plan Part A	1/17/2008
90.05B	Bid Set	Lighting & Power Fourth Floor Plan Part B & C	1/17/2008
91.01	Bid Set	Electrical Part Plans	1/17/2008
92.01	Bid Set	Electrical Site Distribution System	1/17/2008
92.02	Bid Set	Details	1/17/2008
92.03	Bid Set	Special System Block Diagrams	1/17/2008
93.01	Bid Set	Power Riser	1/17/2008
93.02	Bid Set	Special Systems Risers + Details	1/17/2008
94.01	Bid Set	Panel Schedules	1/17/2008
Units			
Unit Notes	Bid Set	Unit Notes	1/17/2008
Unit G52	Bid Set	Unit Plan	1/17/2008
Unit G52M	Bid Set	Unit Plan	1/17/2008
Unit K31.5	Bid Set	Unit Plan	1/17/2008
Unit K33.5	Bid Set	Unit Plan	1/17/2008
Unit K71	Bid Set	Unit Plan	1/17/2008
Unit LG 41.5	Bid Set	Unit Plan	1/17/2008
Unit LG61	Bid Set	Unit Plan	1/17/2008

EG-13 Sub: 

Drawing	Revision	Description	Date
Unit R11	Bid Set	Unit Plan	1/17/2008
Unit R41.5	Bid Set	Unit Plan	1/17/2008
Unit 42.5	Bid Set	Unit Plan	1/17/2008
Unit R51M	Bid Set	Unit Plan	1/17/2008
Unit R61	Bid Set	Unit Plan	1/17/2008
Unit S21	Bid Set	Unit Plan	1/17/2008
Unit S21M	Bid Set	Unit Plan	1/17/2008
Unit S41	Bid Set	Unit Plan	1/17/2008
Unit S41A	Bid Set	Unit Plan	1/17/2008
Unit S41.5	Bid Set	Unit Plan	1/17/2008
Specifications			
Volume 1		Division 1 thru 14	1/17/2008
Volume 2		Division 15 thru 16	1/17/2008

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EXHIBIT "B"
SCOPE OF WORK
CABINETS

This subcontractor shall furnish and install all materials, labor, tools, and equipment to complete the kitchen bathroom cabinets and tops work for Ashby Ponds Independent Living Building 1.4 in accordance with the contract documents prepared by Marks, Thomas Architects, dated January 17, 2008. The above work for this subcontractor is in accordance with the contract documents, in general and the work of Division 12 – Furnishings

The Work shall include, but is not necessarily limited to the following:

A. Quality Assurance:

1. A preconstruction meeting must be held involving all parties integral to completion of this scope of work being performed.
2. Subcontractor, after 48 hours notice, will man the job and complete his work, as indicated by periodic punch lists, conveyed by the Contractor. Subcontractor shall complete Contractor's punch lists, returned to Contractor with signature of completion, within 72 hours of mobilization. Any material delays, that would impede completion of Contractor's punch list, shall be brought to the Contractor's attention immediately after receipt of punch list. Contractor shall make reasonable effort to make complete punch lists in order to minimize subcontractor mobilizations.
3. The Subcontractor shall coordinate all work performed under the terms of this contract with the Contractor. Subcontractor's failure to properly coordinate the work shall result in the subcontractor reworking his work to make it fit at the direction of the Contractor and at no extra cost to the Contractor. Identify any known discrepancies in the Contract Documents to the Contractor prior to this Subcontractor's work.
4. The Subcontractor shall make all necessary arrangements and directly pay all costs related to repairs, rework, etc. caused by the Subcontractor's work. Prior to any repairs, re-work, etc. being made on Subcontractor's behalf, Subcontractor shall be given 48 hours notice in writing to allow Subcontractor to witness alleged damages.

B. Cleaning:

1. The Subcontractor shall maintain sufficient labor onsite 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.
2. Subcontractor is responsible for all trash created from his work or by his workers from taking breaks. Trash is to be removed on a **DAILY** basis to a job site container provided by the Contractor. Subcontractor will continuously reinforce this stipulation to his workers. Leaving trash in, or around, the jobsite will not be tolerated.

C. Safety:

1. This Subcontractor is to provide adequate and proper safety protection for its personnel and equipment and shall strictly comply with all 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 the 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 will be required to provide a copy of its Safety Program to the Project superintendent prior to commencing work at the project site. This program will include a listing, with names and phone numbers, of no less than three persons who will be designated competent persons for the duration of subcontractors work. No cost extras or time extensions will be recognized for failure to meet the requirement.
2. The Subcontractor is responsible for the safe stocking of materials to ensure that structural components of the facility being constructed are not overloaded. Subcontractor is responsible for any damage caused by improper stacking.
3. The Contractor shall provide general lighting and temporary power and wiring throughout the structure. Subcontractor shall provide specific task lighting and cords required to complete their work. All cords and lighting to be in accordance with OSHA standards.
4. The Subcontractor shall furnish trained and certified lift operators for all lift work. Lift includes, but is not limited to, forklifts, boom lifts, scissor lifts, cranes and mechanical hoists.

D. Close Out Documentation:

1. Subcontractor to furnish all warranty and certification inspections for receipt of warranties and certifications prior to owner acceptance.
2. Final payment will not be processed until all applicable close-out documents and materials are received.
3. Subcontractor shall furnish three (3) copies of closeout documentation for submission to the Owner/Architect for approval. Upon approval by the Owner/Architect, the Subcontractor shall furnish three (3) corrected copies of close-out documents to the Contractor for inclusion in the Master O&M to the Owner.

E. General Requirements:

1. Work hours for all trades will only be permitted on Monday thru Friday from 7:00 AM to 5:00 PM. All Saturday, Sunday and work after 5:00 PM must be pre-approved by Erickson Construction during the week prior to when the work is to be performed.
2. Subcontractor must have an English speaking foreman onsite at all time when their work is taking place.
3. Subcontractor will not be permitted to play music.
4. Smoking, eating and drinking are prohibited in buildings.
5. Subcontractor is responsible for keeping all of its operations, storage, trailers, materials, etc. within designated staging areas. No equipment, materials, trailers, etc. can be stored outside the storage area without specific permission of Erickson Construction.
6. Subcontractor shall not install signs, or other advertising, on fencing or buildings around the project except those specifically required for safety or traffic purposes. Subcontractor is limited to one sign on their construction trailer; this sign shall be reasonably sized and shall not project above such trailer. Any and all signs are subject to Erickson Construction's approval.
7. Includes all applicable local, state, and federal sales tax.
8. Subcontractor shall be responsible for hoisting, lifting, unloading and distribution of materials necessary for the completion of Subcontractor's work, including materials provided by others for installation by the Subcontractor.
9. All submittals to be submitted in a quantity of eight (8) sets each.
10. The subcontractor shall coordinate all work performed under this agreement with work performed by the MEP Subcontractors and Finish Subcontractors to ensure all system are fully compatible and operational. Special attention to be given to floor and drains to assure proper slope to the drain is obtained.

F. Cabinets and Tops Specific Issues:

1. Perform all field measurements and layout work required for this scope of work. Correct any errors arising from improper layout at no extra cost to the Contractor, unless the error was caused by incorrect information in contract documents. Control points to be provided by the Contractor.

2. Furnish and install all kitchen cabinets in accordance with the contract documents. Cabinet doors are to be selected from the Dover Leeds Series 2 and include the following color selections:
 - a. Ice White
 - b. Maple – Natural
 - c. Maple – Frosted
3. Furnish and install all bathroom cabinets in accordance with the contract documents. All bathroom cabinets are to be white unless specifically noted otherwise.
4. Furnish and install all cabinet hardware in accordance with the contract documents.
5. Furnish and install all plastic laminate kitchen tops in accordance with the contract documents.
6. Furnish and install all cultured marble bathroom vanity tops with integral bowl in accordance with the contract documents.
7. Furnish and install all package shelves at the unit entry in accordance with the contract documents.
8. Cabinets to be delivered by floor and coordinated with Contractors Superintendent. Delivery of cabinets to be no longer than six (6) weeks after unit selection have been made.

END OF SECTION

EC:  Sub: 

EXHIBIT "C"
Schedule of Values

1 st Floor Kitchen and Bathroom Cabinets Materials	\$53,762.00
1 st Floor Cabinet Installation	\$3,744.00
1 st Floor Laminate Tops	\$7,771.00
1 st Floor Laminate Top Installation	\$1,386.00
1 st Floor Cultured Marble Tops	\$5,200.00
1 st Floor Cultured Marble Top Installation	\$1,200.00
1 st Floor Package Shelves	\$1,350.00
2 nd Floor Kitchen and Bathroom Cabinets Materials	\$55,064.00
2 nd Floor Cabinet Installation	\$3,690.00
2 nd Floor Laminate Tops	\$7,996.00
2 nd Floor Laminate Top Installation	\$1,440.00
2 nd Floor Cultured Marble Tops	\$5,900.00
2 nd Floor Cultured Marble Top Installation	\$1,200.00
2 nd Floor Package Shelves	\$1,350.00
3 rd Floor Kitchen and Bathroom Cabinets Materials	\$58,251.00
3 rd Floor Cabinet Installation	\$4,140.00
3 rd Floor Laminate Tops	\$8,819.00
3 rd Floor Laminate Top Installation	\$1,566.00
3 rd Floor Cultured Marble Tops	\$5,900.00
3 rd Floor Cultured Marble Top Installation	\$1,200.00
3 rd Floor Package Shelves	\$1,500.00
4 th Floor Kitchen and Bathroom Cabinets Materials	\$59,651.00
4 th Floor Cabinet Installation	\$4,200.00
4 th Floor Laminate Tops	\$8,780.00
4 th Floor Laminate Top Installation	\$1,620.00
4 th Floor Cultured Marble Tops	\$5,900.00
4 th Floor Cultured Marble Top Installation	\$1,220.00
4 th Floor Package Shelves	\$1,200.00
Total	\$315,000.00

Alternates

None

Unit Prices

None

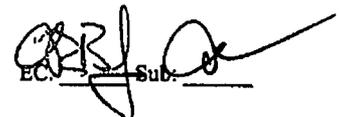
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EXHIBIT "E1" & "F1"
Instructions for Exhibits E & F

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 yourexpected 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.

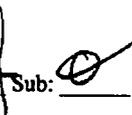
EC:  Sub: 

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

STATE OF:	Original Contract Amount:	\$ _____
COUNTY OF:	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 Ashby Ponds Independent Living Building 1.4 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

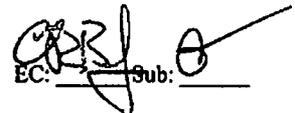
EC: _____ Sub: _____


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 Ashby Ponds Independent Living Building 1.4 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____.

By: _____ Contractor/Supplier/Subcontractor

(Title)

Signed and sworn to before me this _____ day of _____, 20____.
My Commission Expires: _____

Notary Public

 Sub: _____

EXHIBIT "G1"
Instructions for Exhibit "G"

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

EXHIBIT G – VENDOR/TIER 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 20th 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 20th day of the month, previous payment not covered by a current waiver of lien will be deducted from your expected payment.

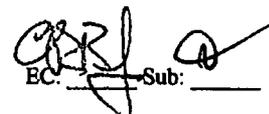
EC:  Sub: _____

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 \$1,000.00 to the referenced project, the contact person, addresses and telephone numbers for each.

Company Name -----
Contact -----
Address -----
Telephone -----
Fax -----

Company Name -----
Contact -----
Address -----
Telephone -----
Fax -----

Company Name -----
Contact -----
Address -----
Telephone -----
Fax -----

Company Name -----
Contact -----
Address -----
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Company Name -----
Contact -----
Address -----
Telephone -----
Fax -----

Company Name -----
Contact -----
Address -----
Telephone -----
Fax -----


EC: _____ Sub: _____

**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	<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.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.)

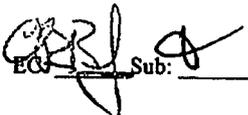

 Sub: _____

EXHIBIT B

Contract Number: 12

POSTED
979570
JM 2/25/09

SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR

THIS SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR (this "Agreement") is made as of 10/10/2008 by and between ERICKSON CONSTRUCTION, LLC (the "Contractor"), having an address of 703 Maiden Choice Road, Baltimore, Maryland 21228, Attn: Michael Sights; and Ultimate Kitchens LLC (dba) Aya Kitchens and Baths (the "Subcontractor"), having an address of 14141 Parke-Long Ct, Chantilly, Va, 20151.

RECITALS

A. The Contractor has made a contract for construction dated as of 03/26/2008 (the "Prime Contract") with Ashburn Campus, LLC (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 Ashby Ponds Independent Living Building 1.5, 21065 Cardinal Pond Terrace, being part of a project known as Ashby Ponds, located in Ashburn, VA (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 1410 Key Highway, 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 Ashby Ponds, 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 Kitchen Casework (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.

RECEIVED

FEB 25 2009

Construction
Finance

EC: [Signature] Sub: [Signature]

Contract Number: 12

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: 04/01/2008

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 04/01/2009, ("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 three hundred one thousand Dollars and zero Cents (\$301,000.00) 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:

See Exhibit C attached.

Alternates are included in Exhibit C attached:

Contract Number: 12

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.

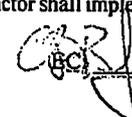
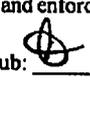
6.3.1. The Subcontractor shall provide all notices and comply with all Federal, state or local laws, ordinances, building codes, rules, regulations and orders of public authorities bearing on performance of the Work of this Subcontract. The Subcontractor shall secure and pay for all permits and governmental 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

 Sub: 

Contract Number: 12

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 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.

 Sub: 

Contract Number: 12

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; (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

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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 Sights 21065 Cardinal Pond Terrace, Ashburn, Va, 20147 OR TO SUCH OTHER ADDRESS AS CONTRACTOR MAY DIRECT.

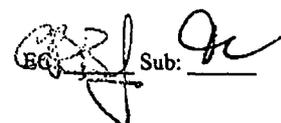
10.1.1. Based upon applications for payment submitted to the Contractor by the Subcontractor, corresponding to Applications for Payment submitted by the Contractor to the Owner, and Certificates for Payment issued by the Owner, the Contractor shall make progress payments on account of the Subcontract 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.

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.

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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.

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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, Product/Completed Operations Coverage and the Umbrella/Excess Insurance. The additional insured coverage is to be provided by ISO form CG 20100704, or 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..

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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 Not 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 names 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.**

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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.

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.

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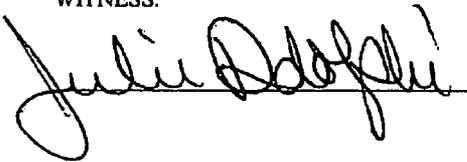
14.15. CONTRACTOR AND SUBCONTRACTOR PAYMENT ACT. Duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available at law or in equity. 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 Virginia 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

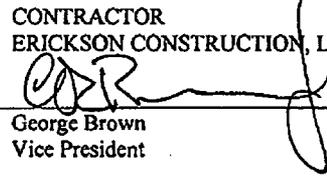
This Agreement entered into as of the day and year first written above.

WITNESS:



CONTRACTOR
ERICKSON CONSTRUCTION, LLC

By:

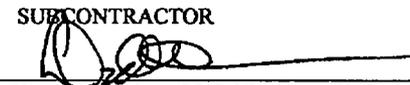

George Brown
Vice President

Dated: 02-19-09



SUBCONTRACTOR

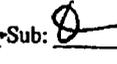
By:


Ultimate Kitchens LLC (dba) Aya Kitchens and Baths
Dan Tabler
President

Dated: 02/12/09

EXHIBIT "A"
Drawings and Specifications
ILB 1.5

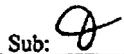
Drawing	Revision	Description	Date
Architectural			
00.00	Bid Set	Cover Sheet	1/17/2008
00.00A	Bid Set	Abbreviations & Symbols	1/17/2008
00.01	Bid Set	Code Review	1/17/2008
00.02	Bid Set	Neighborhood Code Sheet	1/17/2008
00.02a	Bid Set	UL Assemblies	1/17/2008
00.02b	Bid Set	UL Assemblies	1/17/2008
00.02c	Bid Set	UL Assemblies	1/17/2008
00.02d	Bid Set	UL Assemblies	1/17/2008
00.03	Bid Set	Parking Count & Phasing Diagram	1/17/2008
00.04	Bid Set	Campus Wide Building Elevations	1/17/2008
20.01	Bid Set	Site Plan	1/17/2008
30.01	Bid Set	Garage Level Plan	1/17/2008
30.02	Bid Set	First Floor Plan	1/17/2008
30.03	Bid Set	Second Floor Plan	1/17/2008
30.04	Bid Set	Third Floor Plan	1/17/2008
30.05	Bid Set	Fourth Floor Plan	1/17/2008
30.06	Bid Set	Roof Plan	1/17/2008
30.07	Bid Set	Link Plans, RCP & Cross Section	1/17/2008
30.08	Bid Set	Link Elevations	1/17/2008
30.09	Bid Set	Link Section	1/17/2008
30.10	Bid Set	Link Plan Details	1/17/2008
30.11	Bid Set	Link Section Details	1/17/2008
31.01	Bid Set	Building Elevations	1/17/2008
31.02	Bid Set	Building Elevations	1/17/2008
31.03	Bid Set	Enlarged Elevations	1/17/2008
31.04	Bid Set	Enlarged Elevations	1/17/2008

EC:  Sub: 

Drawing	Revision	Description	Date
31.05	Bid Set	Enlarged Elevations	1/17/2008
32.01	Bid Set	Building Sections	1/17/2008
33.01	Bid Set	Typical Wall Sections	1/17/2008
33.02	Bid Set	Bay Window Sections	1/17/2008
33.03	Bid Set	Porch Sections	1/17/2008
33.04	Bid Set	Typical Wall Sections	1/17/2008
33.05	Bid Set	Roof Details	1/17/2008
33.06	Bid Set	Porch Details	1/17/2008
33.07	Bid Set	Porch Section Details	1/17/2008
33.08	Bid Set	Recessed Panel Sections	1/17/2008
33.09	Bid Set	Section Details & Axonometrics	1/17/2008
33.10	Bid Set	Typical Plan Details	1/17/2008
34.01	Bid Set	Elevator Plans and Sections	1/17/2008
34.02	Bid Set	Stair Plans and Details	1/17/2008
34.03	Bid Set	Stair Sections and Details	1/17/2008
35.01	Bid Set	Wall, Floor, and Roof Schedule	1/17/2008
35.02	Bid Set	Window and Louver Schedule & Details	1/17/2008
35.03	Bid Set	Door Schedule	1/17/2008
35.04	Bid Set	Door Details	1/17/2008
36.01	Bid Set	Typical Interior Details	1/17/2008
36.02	Bid Set	Enlarged Lobby Plans & Elevs.	1/17/2008
36.03	Bid Set	Enlarged Plans and Details	1/17/2008
37.01	Bid Set	Garage Signage Plan	1/17/2008
37.02	Bid Set	Parking Sign Schedule	1/17/2008
37.03	Bid Set	Garage Details	1/17/2008
37.04	Bid Set	Site Wall Details	1/17/2008
38.01	Bid Set	Garage Level RCP	1/17/2008
38.02	Bid Set	First Floor RCP	1/17/2008
38.03	Bid Set	Second Floor RCP	1/17/2008
38.04	Bid Set	Third Floor RCP	1/17/2008
38.05	Bid Set	Fourth Floor RCP	1/17/2008
40.01	Bid Set	Elev. & Exit Lobby Finish Plans	1/17/2008
40.02	Bid Set	Elevator Lobby & Doghs Finish Plans	1/17/2008

EC:  Sub: 

Drawing	Revision	Description	Date
40.03	Bid Set	Elevator Lobby & Doghs Finish Plans	1/17/2008
45.01	Bid Set	ILB Finish Schedule	1/17/2008
45.02	Bid Set	Resident Unit Finish Schedule	1/17/2008
45.03	Bid Set	Unit Amenities List	1/17/2008
48.01	Bid Set	Parking Level Signage Plan	1/17/2008
48.02	Bid Set	First Floor Signage Plan	1/17/2008
48.03	Bid Set	Second Floor Signage Plan	1/17/2008
48.04	Bid Set	Third Floor Signage Plan	1/17/2008
48.05	Bid Set	Fourth Floor Signage Plan	1/17/2008
49.01	Bid Set	Parking Level Std. Furn. Plan	1/17/2008
49.02	Bid Set	First Floor Std. Furn. Plan	1/17/2008
49.03	Bid Set	Second Floor Std. Furn. Plan Main St	1/17/2008
49.04	Bid Set	Third Floor Std. Furn. Plan	1/17/2008
Structural			
60.01	Bid Set	Garage Level & Foundation Plan	1/17/2008
60.02	Bid Set	First Floor Concrete Slab Framing Plan	1/17/2008
60.02A	Bid Set	First Floor Bearing Wall Location Plan	1/17/2008
60.03	Bid Set	Second Floor Framing Plan	1/17/2008
60.04	Bid Set	Third Floor Framing Plan	1/17/2008
60.05	Bid Set	Fourth Floor Framing Plan A	1/17/2008
60.06	Bid Set	Roof Framing Plan	1/17/2008
60.07	Bid Set	Link Framing Plan	1/17/2008
61.01	Bid Set	Structural Notes & Typical Detail	1/17/2008
61.01A	Bid Set	Typical Details	1/17/2008
61.02	Bid Set	Sections	1/17/2008
61.03	Bid Set	Sections	1/17/2008
61.04	Bid Set	Sections	1/17/2008
61.05	Bid Set	Sections	1/17/2008
61.06	Bid Set	Sections	1/17/2008
64.01	Bid Set	Roof Truss Profiles	1/17/2008
65.01	Bid Set	Column Schedule	1/17/2008
65.02	Bid Set	Shearwall Elev's & Details	1/17/2008

EC:  Sub: 

Drawing	Revision	Description	Date
65.03	Bid Set	Bearingwall Framing Elev's	1/17/2008
65.04	Bid Set	Bearingwall Framing Elev's	1/17/2008
Plumbing			
70.00	Bid Set	Plumbing Schedules	1/17/2008
70.01	Bid Set	Subslab-Plumbing Plan	1/17/2008
70.02	Bid Set	Parking Level-Plumbing Plan	1/17/2008
70.03	Bid Set	First Floor-Plumbing Plan	1/17/2008
70.04	Bid Set	Second Floor-Plumbing Plan	1/17/2008
70.05	Bid Set	Third Floor-Plumbing Plan	1/17/2008
70.06	Bid Set	Fourth Floor-Plumbing Plan	1/17/2008
71.01	Bid Set	Plumbing Part Plans	1/17/2008
72.01	Bid Set	Plumbing Risers & Details	1/17/2008
73.01	Bid Set	Sanitary Riser Diagrams	1/17/2008
73.02	Bid Set	Sanitary Riser Diagrams	1/17/2008
73.03	Bid Set	Domestic Water Riser Diagrams	1/17/2008
Mechanical			
80.00	Bid Set	Mechanical Schedules	1/17/2008
80.01	Bid Set	Parking Level-Mechanical Plan	1/17/2008
80.02	Bid Set	First Floor-Mechanical Plan	1/17/2008
80.03	Bid Set	Second Floor-Mechanical Plan	1/17/2008
80.04	Bid Set	Third Floor-Mechanical Plan	1/17/2008
80.05	Bid Set	Fourth Floor-Mechanical Plan	1/17/2008
80.06	Bid Set	Attic-Mechanical Plan	1/17/2008
81.01	Bid Set	Mechanical Part Plans	1/17/2008
82.01	Bid Set	Mechanical Details	1/17/2008
82.02	Bid Set	Mechanical Details	1/17/2008
83.01	Bid Set	HVAC Risers	1/17/2008
84.01	Bid Set	Mechanical Schedules	1/17/2008
Electrical			
90.00	Bid Set	Legend, Abbrev. & Light Fixture Schedule	1/17/2008

 Sub: 

Drawing	Revision	Description	Date
90.01	Bid Set	Lighting & Power Garage Level Plan	1/17/2008
90.02	Bid Set	Lighting & Power First Floor Plan	1/17/2008
90.03	Bid Set	Lighting & Power Second Floor Plan	1/17/2008
90.04	Bid Set	Lighting & Power Third Floor Plan	1/17/2008
90.05	Bid Set	Lighting & Power Fourth Floor Plan	1/17/2008
91.01	Bid Set	Electrical Part Plans	1/17/2008
92.01	Bid Set	Electrical Site Distribution System	1/17/2008
92.02	Bid Set	Details	1/17/2008
92.03	Bld Set	Special System Block Diagrams	1/17/2008
93.01	Bid Set	Power Riser	1/17/2008
93.02	Bid Set	Special Systems Risers + Details	1/17/2008
94.01	Bid Set	Panel Schedules	1/17/2008
Units			
Unit Notes	Bid Set	Unit Notes	1/17/2008
Unit G51	Bid Set	Unit Plan	1/17/2008
Unit G51M	Bid Set	Unit Plan	1/17/2008
Unit G52M	Bid Set	Unit Plan	1/17/2008
Unit H61M	Bid Set	Unit Plan	1/17/2008
Unit H61M1	Bid Set	Unit Plan	1/17/2008
Unit K31.5	Bid Set	Unit Plan	1/17/2008
Unit K61	Bid Set	Unit Plan	1/17/2008
Unit LG61	Bid Set	Unit Plan	1/17/2008
Unit R11M	Bid Set	Unit Plan	1/17/2008
Unit R21	Bid Set	Unit Plan	1/17/2008
Unit R41.5	Bid Set	Unit Plan	1/17/2008
Unit R41.5M	Bid Set	Unit Plan	1/17/2008
Unit R41.5M1	Bid Set	Unit Plan	1/17/2008
Unit 42.5	Bid Set	Unit Plan	1/17/2008
Unit R51M	Bid Set	Unit Plan	1/17/2008
Unit R61	Bid Set	Unit Plan	1/17/2008
Unit S21	Bid Set	Unit Plan	1/17/2008
Unit S41	Bid Set	Unit Plan	1/17/2008

EC:  Sub: 

Sub: Ultimate Kitchens LLC (dba) Aya Kitchens and Baths
Cost Code: 557RB15-48400-123703

Drawing	Revision	Description	Date
Unit S41A	Bid Set	Unit Plan	1/17/2008
Unit S41.5	Bid Set	Unit Plan	1/17/2008
Guest Suite	Bid Set	Unit Plan	1/17/2008
Specifications			
Volume 1		Section 1 thru 14	1/17/2008
Volume 2		Section 15 thru 16	1/17/2008

EC:  Sub: _____

EXHIBIT "B"
SCOPE OF WORK
CABINETS

This subcontractor shall furnish and install all materials, labor, tools, and equipment to complete the kitchen bathroom cabinets and tops work for Ashby Ponds Independent Living Building 1.5 in accordance with the contract documents prepared by Marks, Thomas Architects, dated January 17, 2008. The above work for this subcontractor is in accordance with the contract documents, in general and the work of Division 12 – Furnishings

The Work shall include, but is not necessarily limited to the following:

A. Quality Assurance:

1. A preconstruction meeting must be held involving all parties integral to completion of this scope of work being performed.
2. Subcontractor, after 48 hours notice, will man the job and complete his work, as indicated by periodic punch lists, conveyed by the Contractor. Subcontractor shall complete Contractor's punch lists, returned to Contractor with signature of completion, within 72 hours of mobilization. Any material delays, that would impede completion of Contractor's punch list, shall be brought to the Contractor's attention immediately after receipt of punch list. Contractor shall make reasonable effort to make complete punch lists in order to minimize subcontractor mobilizations.
3. The Subcontractor shall coordinate all work performed under the terms of this contract with the Contractor. Subcontractor's failure to properly coordinate the work shall result in the subcontractor reworking his work to make it fit at the direction of the Contractor and at no extra cost to the Contractor. Identify any known discrepancies in the Contract Documents to the Contractor prior to this Subcontractor's work.
4. The Subcontractor shall make all necessary arrangements and directly pay all costs related to repairs, rework, etc. caused by the Subcontractor's work. Prior to any repairs, re-work, etc. being made on Subcontractor's behalf, Subcontractor shall be given 48 hours notice in writing to allow Subcontractor to witness alleged damages.

B. Cleaning:

1. The Subcontractor shall maintain sufficient labor onsite 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.
2. Subcontractor is responsible for all trash created from his work or by his workers from taking breaks. Trash is to be removed on a DAILY basis to a job site container provided by the Contractor. Subcontractor will continuously reinforce this stipulation to his workers. Leaving trash in, or around, the jobsite will not be tolerated.

C. Safety:

1. This Subcontractor is to provide adequate and proper safety protection for its personnel and equipment and shall strictly comply with all 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 the 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 will be required to provide a copy of its Safety Program to the Project superintendent prior to commencing work at the project site. This program will include a listing, with names and phone numbers, of no less than three persons who will be designated competent persons for the duration of subcontractors work. No cost extras or time extensions will be recognized for failure to meet the requirement.
2. The Subcontractor is responsible for the safe stocking of materials to ensure that structural components of the facility being constructed are not overloaded. Subcontractor is responsible for any damage caused by improper stacking.
3. The Contractor shall provide general lighting and temporary power and wiring throughout the structure. Subcontractor shall provide specific task lighting and cords required to complete their work. All cords and lighting to be in accordance with OSHA standards.
4. The Subcontractor shall furnish trained and certified lift operators for all lift work. Lift includes, but is not limited to, forklifts, boom lifts, scissor lifts, cranes and mechanical hoists.

D. Close Out Documentation:

1. Subcontractor to furnish all warranty and certification inspections for receipt of warranties and certifications prior to owner acceptance.
2. Final payment will not be processed until all applicable close-out documents and materials are received.
3. Subcontractor shall furnish three (3) copies of closeout documentation for submission to the Owner/Architect for approval. Upon approval by the Owner/Architect, the Subcontractor shall furnish three (3) corrected copies of close-out documents to the Contractor for inclusion in the Master O&M to the Owner.

E. General Requirements:

1. Work hours for all trades will only be permitted on Monday thru Friday from 7:00 AM to 5:00 PM. All Saturday, Sunday and work after 5:00 PM must be pre-approved by Erickson Construction during the week prior to when the work is to be performed.
2. Subcontractor must have an English speaking foreman onsite at all time when their work is taking place.
3. Subcontractor will not be permitted to play music.
4. Smoking, eating and drinking are prohibited in buildings.
5. Subcontractor is responsible for keeping all of its operations, storage, trailers, materials, etc. within designated staging areas. No equipment, materials, trailers, etc. can be stored outside the storage area without specific permission of Erickson Construction.
6. Subcontractor shall not install signs, or other advertising, on fencing or buildings around the project except those specifically required for safety or traffic purposes. Subcontractor is limited to one sign on their construction trailer; this sign shall be reasonably sized and shall not project above such trailer. Any and all signs are subject to Erickson Construction's approval.
7. Includes all applicable local, state, and federal sales tax.
8. Subcontractor shall be responsible for hoisting, lifting, unloading and distribution of materials necessary for the completion of Subcontractor's work, including materials provided by others for installation by the Subcontractor.
9. All submittals to be submitted in a quantity of eight (8) sets each.
10. The subcontractor shall coordinate all work performed under this agreement with work performed by the MEP Subcontractors and Finish Subcontractors to ensure all system are fully compatible and operational. Special attention to be given to floor and drains to assure proper slope to the drain is obtained.

F. Cabinets and Tops Specific Issues:

1. Perform all field measurements and layout work required for this scope of work. Correct any errors arising from improper layout at no extra cost to the Contractor, unless the error was caused by incorrect information in contract documents. Control points to be provided by the Contractor.

2. Furnish and install all kitchen cabinets in accordance with the contract documents. Cabinet doors are to be selected from the Dover Leeds Series 2 and include the following color selections:
 - a. Ice White
 - b. Maple – Natural
 - c. Maple – Frosted
3. Furnish and install all bathroom cabinets in accordance with the contract documents. All bathroom cabinets are to be white unless specifically noted otherwise.
4. Furnish and install all cabinet hardware in accordance with the contract documents.
5. Furnish and install all plastic laminate kitchen tops in accordance with the contract documents.
6. Furnish and install all cultured marble bathroom vanity tops with integral bowl in accordance with the contract documents.
7. Furnish and install all package shelves at the unit entry in accordance with the contract documents.
8. Cabinets to be delivered by floor and coordinated with Contractors Superintendent. Delivery of cabinets to be no longer than six (6) weeks after unit selection have been made.

END OF SECTION

EXHIBIT "C"
Schedule of Values

1 st Floor Kitchen and Bathroom Cabinets Materials	\$50,762.00
1 st Floor Cabinet Installation	\$3,744.00
1 st Floor Laminate Tops	\$7,771.00
1 st Floor Laminate Top Installation	\$1,386.00
1 st Floor Cultured Marble Tops	\$5,200.00
1 st Floor Cultured Marble Top Installation	\$1,200.00
1 st Floor Package Shelves	\$1,350.00
2 nd Floor Kitchen and Bathroom Cabinets Materials	\$52,064.00
2 nd Floor Cabinet Installation	\$3,690.00
2 nd Floor Laminate Tops	\$7,996.00
2 nd Floor Laminate Top Installation	\$1,440.00
2 nd Floor Cultured Marble Tops	\$5,900.00
2 nd Floor Cultured Marble Top Installation	\$1,200.00
2 nd Floor Package Shelves	\$1,350.00
3 rd Floor Kitchen and Bathroom Cabinets Materials	\$54,251.00
3 rd Floor Cabinet Installation	\$4,140.00
3 rd Floor Laminate Tops	\$8,819.00
3 rd Floor Laminate Top Installation	\$1,566.00
3 rd Floor Cultured Marble Tops	\$5,900.00
3 rd Floor Cultured Marble Top Installation	\$1,200.00
3 rd Floor Package Shelves	\$1,500.00
4 th Floor Kitchen and Bathroom Cabinets Materials	\$55,651.00
4 th Floor Cabinet Installation	\$4,200.00
4 th Floor Laminate Tops	\$8,780.00
4 th Floor Laminate Top Installation	\$1,620.00
4 th Floor Cultured Marble Tops	\$5,900.00
4 th Floor Cultured Marble Top Installation	\$1,220.00
4 th Floor Package Shelves	\$1,200.00
Total	\$301,000.00

Alternates

None

Unit Prices

None

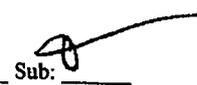
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EXHIBIT "D"
APPLICATION AND CERTIFICATE FOR PAYMENT

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

DATE:

PROJECT: 557RB15
JOB: Wood framed residential building

FROM: Ultimate Kitchens LLC (dba) Aya Kitchens and Baths

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	557RB15
COST CODE #	48400-123703
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	_____

 Sub: _____

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

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

ERICKSON CONSTRUCTION, 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.

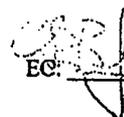
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EXHIBIT "E"
CONTRACTORS, SUBCONTRACTORS AND SUPPLIER
PARTIAL RELEASE OF LIENS

STATE OF:	Original Contract Amount:	\$ _____
COUNTY OF:	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 Ashby Ponds Independent Living Building 1.5 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

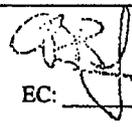
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EXHIBIT "F"
CONTRACTORS, SUBCONTRACTORS AND SUPPLIER
FINAL RELEASE OF LIENS

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 Ashby Ponds Independent Living Building 1.5 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


EC: _____ Sub: _____

EXHIBIT "G1"
Instructions for Exhibit "G"

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

EXHIBIT G – VENDOR/TIER 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 20th 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 20th day of the month, previous payment not covered by a current waiver of lien will be deducted from your expected payment.

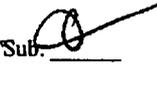
EC:  Sub: 

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 \$1,000.00 to the referenced project, the contact person, addresses and telephone numbers for each.

Company Name -----
Contact -----
Address -----
Telephone -----
Fax -----

Company Name -----
Contact -----
Address -----
Telephone -----
Fax -----

Company Name -----
Contact -----
Address -----
Telephone -----
Fax -----

Company Name -----
Contact -----
Address -----
Telephone -----
Fax -----

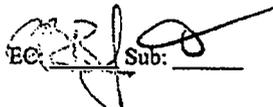
Company Name -----
Contact -----
Address -----
Telephone -----
Fax -----

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: _____

**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)
<p><u>AD.1 Worker's Compensation</u></p> <p><u>Employer's Liability</u></p>	<p>Statutory Limits (set by states)</p> <p>Bodily Injury by Accident = \$100,000. Ea. Accident Bodily Injury by Disease = \$500,000. Policy Limit Bodily Injury by Disease = \$100,000. Ea. Employee</p>
<p><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).</p> <p><u>The policy must not be limited by Residential construction exclusions that are applicable to the work performed under this agreement.</u></p>	<p><u>Occurrence Form, minimum required limits:</u></p> <p>General Aggregate Limit (other than Products/Completed Operations): \$1,000,000.</p> <p>Products/Completed Operations Aggregate Limit: \$1,000,000.</p> <p>Each Occurrence Limit: \$1,000,000.</p> <p>Personal Injury & Advertising Injury Limit: \$1,000,000.</p> <p>Contractual Liability: \$1,000,000.</p>
<p><u>AD.3 Business Auto Liability:</u> covering any automobile, including hired and non-owned auto's</p>	<p>Minimum required limits:</p> <p>Bodily Injury Each Person: \$1,000,000. Bodily Injury Each Accident: \$1,000,000. Property Damage Each Accident: \$1,000,000.</p> <p>Or, \$1,000,000. combined bodily injury and property damage each accident limit for all of the above</p>
<p><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.</p>	<p><u>Occurrence Form, minimum required limits:</u></p> <p>\$4,000,000. each occurrence \$4,000,000. aggregate</p>
<p><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.</p>	<p>Replacement Cost or Actual Cash Value</p>

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

EXHIBIT C

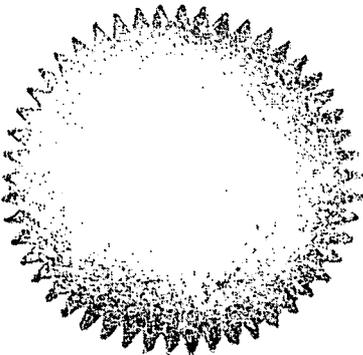
ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE)

*Mr Justice
Penny*)

Monday, the 25th day of
January, 2010.

BETWEEN:



AYA Kitchens & Baths, Ltd.,
AYA Kitchens (VA), Inc., and
AYA (USA) Holdings, Inc.

Applicants

- and -

Ultimate Kitchens, LLC

Respondent

ORDER

THIS APPLICATION, made by the Applicants for an order appointing three (3) individuals to sit as an arbitral panel and an order that the arbitral hearing commence on February 11, 2010, was heard this 25th day January, 2010 at 393 University Avenue, Toronto, Ontario.

ON READING the Application record and on hearing the submissions of counsel for the Applicants, no one appearing for the Respondent, although properly served as appears from the affidavit of service of David S. Felter sworn November 5, 2009.

1. THIS COURT ORDERS that Dennis Lane, a former Justice of the Ontario Superior Court of Justice, Chris Foulon of the law firm Israel, Foulon LLP and Jacqueline King of the law firm of Miller Thomson LLP shall be and hereby are appointed to sit as arbitrators in the matter of AYA Kitchens and Baths Ltd, AYA Kitchens (VA), Inc, and AYA (USA) Holdings, Inc. (to be referred to hereafter as "the Claimants") and Ultimate Kitchens, LLC (to be referred to hereafter as "the Respondent").

2. THIS COURT ORDERS that pending the hearing of the arbitration the Respondent pay into Court forthwith, or otherwise secure in a manner that is acceptable to the Applicants, all payments received or that may be received in the future on the following accounts:

<u>Builder's Name</u>	<u>Site Code</u>
a) Erickson	Ashley Ponds
b) MHTC	Building # 1
c) S.E. Foster	Park Place

3. THIS COURT ORDERS that this order and all future correspondence be served on the Respondent by regular mail addressed to: Mr. Dan Tabler, Vice President, Ultimate Kitchens, LLC, 605 Patrice Drive, Leesburg, Virginia USA, 20175.

4. THIS COURT ORDERS costs payable to the Applicants forthwith, fixed in the amount of \$7,500.00:

5,000 MAP

Perry J.

ENTERED AT: REGISTRE À TORONTO
ON / BOCKING
LE / DANS LE REGISTRE NO.:

JAN 28 2010

AS DOCUMENT NO.:
A TITRE DE DOCUMENT NO.:
PER / PAR: *my*

AYA Kitchens and Baths Ltd., et al,
Applicants

- and -

Ultimate Kitchens, LLC
Respondent

Court File No.: 09-389877

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceeding Commenced at Toronto

ORDER

STEPHENSON & STEPHENSON, LLP
Barristers
225 King Street West
10th Floor, Box 201
Toronto, Ontario M5H 3M7

Robert K. Stephenson
Telephone: (416) 594-1331
Facsimile: (416) 865-3544
Email: email@stephensonlaw.ca

Solicitors for the Claimants
Law Society Member No. 26010F

WOMBLE
CARLYLE
SANDRIDGE
& RICE

A PROFESSIONAL LIMITED
LIABILITY COMPANY



1401 Eye Street, NW
Seventh Floor
Washington, DC 20005

Telephone: (202) 467-6900
Fax: (202) 467-6910
www.wcsr.com

Todd D. Ross
Direct Dial: (202) 857-4496
Direct Fax: (202) 261-0090
E-mail: toross@wcsr.com

February 23, 2010

VIA FEDERAL EXPRESS

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

Re: Erickson Construction, LLC, Case No. 09-37016

Dear Sir or Madam:

Enclosed herewith please find an original Proof of Claim for AyA Kitchens & Baths, Ltd. for the Erickson Construction, LLC Chapter 11 bankruptcy case, Case No. 09-37016. In addition, a copy of the Proof of Claim and a self-addressed, stamped envelope are included for acknowledgement of receipt of the Proof of Claim. If you have any questions, please do not hesitate to call or email me at the contact information listed above.

Very truly yours,

Todd D. Ross

Enclosures