B 10 (Official Form 10) (12/08)

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): WHIRLPOOL CORPORATION

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

Name and address where notices should be sent:

Michael O'Neal
Warner Norcross & Judd LLP, 111 Lyon Street, NW, Suite 900, Grand Rapids, MI 49503

Telephone number: (616) 752-2413

Court Claim Number:_____ (*If known*)

Filed on:_____

RECEIVED
FEB 24 2010
BMC GROUP

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

Whirlpool Corporation
Attn: Carol D. Moore, 412 N. Peters Road, Knoxville, TN 37922

Telephone number: (865) 470-6237

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

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

1. Amount of Claim as of Date Case Filed: $ 151,307.66

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

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

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

2. Basis for Claim: Labor, materials & goods provided to real estate project
(See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: 2147182; 2150769

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

4. Secured Claim (See instruction #4 on reverse side.)
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

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

Value of Property:$ unknown **Annual Interest Rate**___%

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

if any: $ 151,307.66 **Basis for perfection:** Mechanics' Liens (See exhibit A)

Amount of Secured Claim: $ 151,307.66 **Amount Unsecured:** $ 0.00

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

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

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

If the documents are not available, please explain:

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

Specify the priority of the claim.

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

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

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

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

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

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

Amount entitled to priority:

$_____

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

Date: 2/23/2010

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

Michael O'Neal, Attorney for Creditor

FOR COURT USE ONLY

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

Erickson Ret. Comm. LLC
01223

EXHIBIT A

Whirlpool Corporation ("Whirlpool") as subcontractor, entered into two contracts with Erickson Construction, LLC ("Erickson"), as general contractor, to provide labor and materials in connection with the development and construction of Maris Grove Residential Buildings 2.2 and 2.4 in Glen Mills, Pennsylvania (the "Property"). The contracts between Whirlpool and Erickson identify Concord Campus, LP ("Concord") as owner of the Property. As of the Petition Date, Whirlpool was owed $151,307.66 for labor and materials supplied in connection with the project. On October 24, 2009, Whirlpool filed mechanics liens against the Property to secure Whirlpool's claims. Copies of the liens with supporting documents are attached.

Whirlpool is filing Proofs of Claim in the amount of $151,307.66 against Erickson in Case No. 09-37016-11 and Concord in Case No. 09-37020. Whirlpool does not seek a double recovery. However, Whirlpool holds independent and separate claims against both Erickson and Concord under contract and applicable State law.

Whirlpool reserves the right to amend or supplement this Proof of Claim from time to time hereafter as Whirlpool may deem necessary and proper, and the filing of this Proof of Claim is not and should not be construed to be: (i) a waiver or release of Whirlpool's rights, claims or defenses against any property, real or personal, or against any other entity or person liable for all or part of any claim described herein, whether an co-debtor, affiliate of Debtor, assignee, guarantor or otherwise; (ii) an election of remedy which waives or otherwise affects any other remedy of Whirlpool; or (iii) a waiver of any past, present or future defaults (or events of default) by Debtor or others in connection with the Contract or any additional claims or other rights Whirlpool may have against Debtor.

1734449

IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY, PENNSYLVANIA

COVER SHEET - NOTICE OF FILING OF MOTION OR PETITION UNDER LOCAL RULES OF CIVIL PROCEDURE

CASE CAPTION: CIVIL CASE NO. 09-13756

Whirlpool Corporation v. Erickson Construction, LLC

NATURE OF MATTER FILED: *(please check one)*

[x] Petition Pursuant to Rule 206.1 [ ] Response to Petition [ ] Motion for Judgment on the Pleadings Pursuant to Rule 1034(a)

[ ] Motion Pursuant to Rule 208.1 [ ] Response to Motion [ ] Summary Judgment Pursuant to Rule 1035.2

[ ] Family Law Petition/Motion Pursuant to Rule 206.8

FILING PARTY IS RESPONSIBLE FOR SERVICE OF THE RULE RETURNABLE DATE OR HEARING DATE UPON ALL PARTIES

A motion or petition was filed in the above captioned matter on the 16th day of February, 2010, which:

[x] Requires you, Respondent, to file an Answer within twenty (20) days of the above date to this notice, or risk the entry of an Order in favor of the Petitioner. Answers must be filed and time stamped by the Office of Judicial Support by 4:30 PM on the following date March 8, 2010.

[ ] Requires all parties, to appear at a hearing/conference on the ____ day of _____, _____, at _____ in Courtroom ____, Delaware County Courthouse, Media, Pennsylvania. At this hearing/conference you must be prepared to present all testimony and/or argument, and must ensure that your witnesses will be present.

[ ] Was timely answered, thus requiring the scheduling of the following hearing in the above captioned matter on: _____ _____, _____ at 10:00 AM in Courtroom _____.

At this hearing, all parties must be prepared to present all testimony and/or argument and **must ensure that their witnesses will be present.**

[ ] Qualifies as an Uncontested Motion or Petition, and as such requires neither an answer from the Respondent nor the scheduling of a hearing in this matter.

[ ] Has been assigned to Judge _____.

FOR OFFICE USE ONLY

Mailing date: _____ Processed by: _____

Whirlpool Corporation	:	COURT OF COMMON PLEAS DELAWARE COUNTY, PA
v.	:	
Erickson Construction, LLC	:	NO.: 09-13756

ORDER

AND NOW, this ___ day of _____, 2010, upon consideration of Whirlpool Corporation's Petition to Amend Mechanic's Lien Claim- Maris Grove 2.4, and any response thereto, it is hereby **ORDERED** and **DECREED** that said Petition is **GRANTED**, and that Whirlpool Corporation may file an Amended Mechanic's Lien Claim- Maris Grove 2.4 to name Concord Campus, LP as an owner of the subject premises.

BY THE COURT:

_____

J.

LAVIN, O'NEIL, RICCI, CEDRONE & DISIPIO
BY: Wayne A. Graver, Esquire
Michael F. McKeon, Esquire
Identification Nos. 28245/93201
190 North Independence Mall West - Suite 500
Philadelphia, PA 19106
(215) 627-0303

ATTORNEYS FOR CLAIMANT,
Whirlpool Corporation

Whirlpool Corporation	:	COURT OF COMMON PLEAS DELAWARE COUNTY, PA
v.	:	
Erickson Construction, LLC	:	NO.: 09-13756

WHIRLPOOL CORPORATION'S PETITION TO AMEND MECHANIC'S LIEN CLAIM – MARIS GROVE 2.4

Claimant Whirlpool Corporation, by and through its counsel, Lavin, O'Neil, Ricci, Cedrone & DiSipio, hereby files this Petition to Amend Mechanic's Lien Claim pursuant to 49 P.S. § 1504, and in support thereof avers as follows:

1. Whirlpool Corporation ("Whirlpool") filed a mechanic's lien claim against Erickson Construction, LLC ("Erickson Construction") for the value of materials furnished at Maris Grove 2.4 in Glen Mills, Pennsylvania. (A copy of the original claim is attached as Exhibit "A").

2. After the lien was filed, Whirlpool learned that Concord Campus, LP, ("Concord Campus") a limited liability company with no employees, was an owner of the subject property. (*See* Affidavit of Michael F. McKeon, Esq., attached as Exhibit "B").

3. Both Erickson Construction and Concord Campus are owned in whole or in part by Erickson Retirement Communities, LLC ("Erickson Retirement Communities"). Erickson Retirement Communities, Erickson Construction and Concord

Campus share the same principal place of business, 701 Maiden Choice Lane, Baltimore, Maryland, 21228.

4. At least thirteen other entities affiliated with Erickson Retirement Communities use 701 Maiden Choice Lane, Baltimore Maryland, 21228, as their principal place of business and have no employees, including but not necessarily limited to: (1) Erickson Group, LLC, (2) Concord Campus GP, LLC, (3) Dallas Campus GP, LLC, (4) Senior Campus Services, LLC, (5) Warminster Campus, GP, LLC, (6) Ashburn Campus, LLC, (7) Columbus Campus, LLC, (8) Dallas Campus, LP, (9) Houston Campus, LP, (10) Kansas Campus, LLC, (11) Littleton Campus, LLC, (12) Novi Campus, LC, and (13) Warminster Campus, LP.

5. Whirlpool petitions this Court to amend its lien to add Concord Campus, LP as an owner of the subject property. Specifically, Whirlpool seeks to make the following amendments to its claim:

a. Amend Case Caption to add "Concord Campus, LP" as a defendant.

b. Amend the Address section to state:

TO:	Erickson Construction, LLC **701** Maiden Choice Lane Baltimore, MD 21228	**Concord Campus, LP** **701 Maiden Choice Lane** **Baltimore, MD 21228**

(Amendments in bold)

c. Amend Paragraph (1) to state:

> Notice is hereby given that Whirlpool Corporation ("Lienor"), contractor, a corporation duly organized and existing under the laws of the State of Delaware, with its principal business address at Whirlpool Corporation, World Headquarters, 2000 M-63 North, Benton Harbor, Michigan, 49022, and authorized to do business in the Commonwealth of Pennsylvania, has and claims a lien against Erickson Construction, LLC **and Concord Campus,**

LP, with a principal business address of **701** Maiden Choice Lane, Baltimore, Maryland, owner of the real property hereinafter described, and known as Maris Grove 2.4, on said real property for the sum of $82,091.27, being the value and agreed price of certain materials furnished for the improvement of said property.
(Amendments in bold)

d. Amend Paragraph (2) to state:

The labor was performed and the appliances and accessories were furnished with the knowledge and consent, and at the request, of the owner of the hereinafter described real property, Erickson Construction, LLC **and Concord Campus, LP**.
(Amendments in bold)

e. Amend Paragraph (3) to state

The name of the person by whom this Lienor was employed and to whom Lienor furnished such labor and materials is Erickson Construction, LLC **and Concord Campus, LP,** acting by and through its agents, George Brown and David Tague.
(Amendments in bold)

WHEREFORE, Whirlpool petitions this honorable Court for leave to Amend its mechanic's lien claim to add Concord Campus, LP.

LAVIN, O'NEIL, RICCI, CEDRONE & DISIPIO

By: _____
Wayne A. Graver, Esquire
Michael F. McKeon, Esquire
Attorneys for Claimant,
Whirlpool Corporation

Dated: 2-16-10

LAVIN, O'NEIL, RICCI, CEDRONE & DISIPIO
BY: Wayne A. Graver, Esquire
Michael F. McKeon, Esquire
Identification Nos. 28245/93201
190 North Independence Mall West - Suite 500
Philadelphia, PA 19106
(215) 627-0303

ATTORNEYS FOR CLAIMANT,
Whirlpool Corporation

Whirlpool Corporation	:	COURT OF COMMON PLEAS DELAWARE COUNTY, PA
v.	:	
Erickson Construction, LLC	:	NO.: 09-13756

CERTIFICATE OF SERVICE

I, Michael F. McKeon, Esquire, hereby certify that a true and correct copy of Whirlpool's Petition to Amend Mechanic's Lien Claim was forwarded to the parties identified below, via first-class mail, on February 16, 2010:

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

LAVIN, O'NEIL, RICCI, CEDRONE & DISIPIO

BY: _____
Michael F. McKeon, Esquire (ID No. 93201)
Attorney for Whirlpool Corporation

1306462v1

LAVIN, O'NEIL, RICCI, CEDRONE & DISIPIO
BY: Wayne A. Graver, Esquire
Michael F. McKeon, Esquire
Identification Nos. 28245/93201
190 North Independence Mall West - Suite 500
Philadelphia, PA 19106
(215) 627-0303

ATTORNEYS FOR CLAIMANT,
Whirlpool Corporation

Whirlpool Corporation	COURT OF COMMON PLEAS DELAWARE COUNTY, PA
v.	
Erickson Construction, LLC	NO.: 09-13756

CLAIM BY WHIRLPOOL CORPORATION, CONTRACTOR, FOR VALUE OF MATERIALS FURNISHED – MARIS GROVE 2.4

TO: Erickson Construction, LLC
703 Maiden Choice Lane
Baltimore, MD 21228

Filed 2009 Oct 28 PM 1:05

Notice is hereby given that Whirlpool Corporation ("Lienor"), contractor, a corporation duly organized and existing under the laws of the State of Delaware, with its principal business address at Whirlpool Corporation, World Headquarters, 2000 M-63 North, Benton Harbor, Michigan, 49022, and authorized to do business in the Commonwealth of Pennsylvania, has and claims a lien against Erickson Construction, LLC, with a principal business address of 703 Maiden Choice Lane, Baltimore, Maryland, owner of the real property hereinafter described, and known as Maris Grove 2.4, on said real property for the sum of **$82,091.27**, being the value and agreed price of certain materials furnished for the improvement of said property.

The labor was performed and the appliances and accessories were furnished with the knowledge and consent, and at the request, of the owner of the hereinafter described real property, Erickson Construction, LLC.

The name of the person by whom this Lienor was employed and to whom Lienor furnished such labor and materials is Erickson Construction, LLC, acting by and through its agents, George Brown and David Tague.

Lienor on or about March 11, 2009, entered into a contract with Erickson Construction, LLC, in which Lienor agreed to furnish labor and appliances and accessories for the improvement of the aforesaid apartment complex property, which consists of 105 units and is located at the Maris Grove Residential Building 2.4, 115 South Brinton Lake Road, in Glen Mills, Delaware County, Pennsylvania, for the sum of $152,766.46. A true and correct copy of the contract between Erickson Construction, LLC and Lienor Whirlpool is attached hereto as Exhibit "A."

In the performance of said contract, Lienor furnished all appliances (including dishwashers, refrigerators, microwaves, ranges, washers, and dryers) and accessories (range cord, dryer cord, and range hoods) required to be furnished by Lienor in accordance with the contract.

All of the labor required to be performed by Lienor under the contract has been performed and all appliances and accessories thereby required to be furnished by said Lienor have been furnished.

The agreed price of the labor performed and appliances and accessories furnished under the contract is $152,766.46.

Lienor has been paid $70,675.19. The amount unpaid and owing to this Lienor from the owner under the contract is $82,091.27. *See* Billing Documents attached hereto as Exhibit "B," and Contract Change Order attached hereto as Exhibit "C."

The first item of work was performed on or about March 23, 2009.

The first appliances and accessories were furnished on or about March 23, 2009.

The last item of work was performed on or before July 29, 2009.

The last appliances and accessories were furnished on or before July 29, 2009.

Lienor provided notice of this claim to Erickson Construction, LLC on September 24, 2009.

See September 24, 2009, letter attached hereto as Exhibit "D."

The real property subject to such lien and for the improvement of which said materials were furnished is briefly described as follows: Maris Grove Residential Building 2.4, 115 South Brinton Lake Road, Glen Mills, Delaware County, Pennsylvania.

LAVIN, O'NEIL, RICCI, CEDRONE & DISIPIO

By: _____
Wayne A. Graver, Esquire
Michael F. McKeon, Esquire
Attorneys for Claimant,
Whirlpool Corporation

Dated: 10/24/09

VERIFICATION

I, Carol D. Moore, of Whirlpool Corporation, being authorized to execute this verification on behalf of Whirlpool Corporation; have read the foregoing "Claim by Whirlpool Corporation, Contractor, for Value of Materials Furnished – Maris Grove, 2.4," and the facts therein set forth are true and correct to the best of my knowledge, information and belief. I understand that the statements made herein are made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

DATED: 10/23/09

Carol D. Moore
WHIRLPOOL CORPORATION

EXHIBIT

A

Sub: Whirlpool Corporation
Cost Code: 512RB24-48400-114500

Contract Number: 34

SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR

THIS SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR (this "Agreement") is made as of 03/11/2009 by and between ERICKSON CONSTRUCTION, LLC (the "Contractor"), having an address of 703 Maiden Choice Road, Baltimore, Maryland 21228, Attn: Mark Sheaman; and Whirlpool Corporation (the "Subcontractor"), having an address of 1639 Midland Avenue, Highland Park, IL, 60035.

RECITALS

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

B. The Prime Contract is for the provision of labor, materials and services in connection with the construction of Maris Grove Residential Building 2.4, 115 South Brinton Lake Road, being part of a project known as Maris Grove, located in Glen Mills, PA (the "Project").

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

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

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

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

1. THE SUBCONTRACT DOCUMENTS.

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

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

2. THE WORK OF THIS SUBCONTRACT.

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

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

- Exhibit B, Description of work, attached.
- The Work consists of Residential Equipment (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.

Ex: _____ Sub: _____

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

3. CONSTRUCTION SCHEDULE.

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

Date of Commencement: 06/02/2008

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

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

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

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

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

3.3. SUBSTANTIAL COMPLETION.

3.3.1. The Project shall be substantially completed not later than 06/02/2009, ("Substantial Completion") subject to adjustments as provided in the Subcontract Documents (see Exhibit B attached hereto for details). Subcontractor must complete its Work on the Project in the necessary time sequence to assure that the Project, including the Work and the work of Contractor and all other subcontractor's on the Project, is substantially completed by the date listed above in this Section 3.3.1.

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

4. SUBCONTRACT SUM.

4.1. SUBCONTRACT SUM. The Contractor shall pay the Subcontractor in current funds for performance of the Subcontract the Subcontract Sum of one hundred forty-six thousand sixty-six Dollars and ninety-four Cents ($146,066.94) subject to additions and deductions as provided in the Subcontract.

4.2. ALTERNATES.

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

___X___ See Exhibit C attached.

_____ Alternates are included in Exhibit C attached:

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

Sub:

___X___ See Exhibit C attached.

_____ Reserved Alternates are defined in Exhibit C attached:

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

___X___ See Exhibit C attached.

_____ Unit Prices are detailed in Exhibit C attached:

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

___X___ Estimated Cost of Work is not attached hereto.

5. CONTRACTOR.

5.1. SERVICES PROVIDED BY THE CONTRACTOR.

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

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

6. SUBCONTRACTOR.

6.1. LICENSE. The Subcontractor represents to Contractor that Subcontractor is duly licensed to perform the Work in the jurisdiction where the Project is located. Subcontractor represents that Subcontractor's License Number is N/A, Registration Number N/A, and Sales or Tax Registration Number is 38-1490038, and that all such licenses and registrations shall be maintained in full force and effect throughout the term of Subcontractor's obligations under the Subcontract, including any warranty obligations.

6.2. EXECUTION AND PROGRESS OF THE WORK.

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

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

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

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

EC: _____ Sub: _____

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

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

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

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

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

6.3. LAWS, PERMITS, FEES AND NOTICES.

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

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

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

6.4. SAFETY PRECAUTIONS AND PROCEDURES.

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

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and Safety Program of Contractor. Subcontractor's employees and sub-subcontractors on the site shall obey the directives of Contractor's Project Manager, Superintendent and Safety Director. All of Subcontractor's employees, agents and contractors must attend the safety meetings held by Contractor's Safety Director, or, in lieu of such attendance, Subcontractor must provide to Contractor the minutes and attendance of all safety meetings conducted by Subcontractor, within two (2) days following the completion of such safety meetings.

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

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

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

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

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

7. CHANGES IN THE WORK.

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

(a) By written change order signed by Contractor and Subcontractor prior to commencement specifying the changes to be made and the increase or decrease in the Subcontract Sum and extension of time, if any; or

(b) By written direction to Subcontractor to proceed with changes in the Work, specifying the changes to be made and specifically stating that an equitable adjustment in the Subcontract Sum will be made, based on the time and materials to perform such changes; or

(c) By written direction to Subcontractor to proceed with changes in the Work, specifying the changes to be made and specifically stating that the Subcontract Sum shall be adjusted based on actual costs of performing such changes based on time and materials, plus a fixed fee, to be set in such change order.

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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;

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

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

8.5. ASSIGNMENT OF THE SUBCONTRACT.

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

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

9. MUTUAL RIGHTS AND RESPONSIBILITIES.

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

10. PROGRESS PAYMENTS.

10.1. APPLICATIONS FOR PAYMENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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11. FINAL PAYMENT.

11.1. TIME. Subject to the provisions of Section 10.4, final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by the Contractor to the Subcontractor when the Work is fully performed in accordance with the requirements of the Subcontract, Subcontractor has filed a final application for payment, the Owner has issued a Certificate for Payment covering the Subcontractor's completed Work and the Contractor has received payment from the Owner. If a Certificate for Payment is not issued within forty-five (45) days of Contractor's application for payment, or the Contractor does not receive from the Owner payment within forty-five (45) days of Contractor's application for payment, and such payment is otherwise due to Subcontractor and such failure is not due to any fault of Subcontractor, final payment to the Subcontractor shall be made upon demand.

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

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

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

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

12. INSURANCE AND BONDS.

12.1. COVERAGES.

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

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

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

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

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

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

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

12.2 WAIVERS OF SUBROGATION. The Contractor and Subcontractor waive all rights against (1) each other and any of their Subcontractors, sub-subcontractors, agents, employees, officers, members and directors, each of the other, and (2) the Owner, Developer, Operator, and any of their Subcontractors, sub-subcontractors, agents, employees, officers, members and directors, for damages caused by fire of other perils to the extent covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as fiduciary. The Subcontractor shall require of the Subcontractor's 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 name of the Owner and Lender on all bonds as a dual oblige. Subcontractor can provide this information through a dual oblige rider. Two original copies of all bonds are required and should be forwarded to the Corporate Office located at 991 Corporate Boulevard, Linthicum, MD 21090.**

Unless waived by Contractor in this Subsection 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.

SC Sub:

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

14. MISCELLANEOUS PROVISIONS.

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

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

14.3. PRIVITY. 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 form 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.

Sub:

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

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

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

14.16. EXHIBITS. The following exhibits are attached hereto:

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

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

WITNESS:

CONTRACTOR
ERICKSON CONSTRUCTION, LLC

By: _____
George Brown
Vice President of Construction

Dated: 04-21-09

SUBCONTRACTOR

By: _____
Whirlpool Corporation
Ms. Janet Falco
Whirlpool Credit

Dated: 3/16/05

JANET FALCO
Financial Analyst Associate

EC Sub:

EXHIBIT "A"
CONTRACT DOCUMENTS

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

Sub:

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

Sub:

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

Sub:

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

Sub: 8

Sub:

EXHIBIT "B"

SUBCONTRACTOR SCOPE OF WORK

EXHIBIT "B"
Scope of Work

The subcontractor (Whirlpool Corporation) shall provide all materials, labor, equipment, tools, shop drawings, submittals, transportation, taxes, insurance, support functions and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, to furnish and install the Residential Appliances for Maris Grove RB2.4 in accordance with the Drawings and Specifications prepared by Marks, Thomas Architects, dated February 08, 2008, in general; Specification Section 11452 Residential Equipment in particular and in accordance with all applicable code requirements. Work shall include, but is not limited to the following:

I. **Scope of Work**

- Furnish and install all residential equipment as indicated on the project documents.
- Supply only, all sink disposals. Disposals may be shipped separately from the rest of the appliances.
- Provide all required submittals, including product data, inspection and test reports, certifications, shop drawings, and samples in accordance with the Contract Documents.
- Appliance colors and models will be distributed on a per floor basis at a date coordinated with Erickson Construction, LLC.
- Appliances will be delivered on a per floor basis as coordinated with Erickson Construction.
- Any damage caused by the delivery and installation is the sole responsibility of the Whirlpool Corporation. Whirlpool shall notify Erickson Construction of any damages caused by others in the residential units prior to appliance installation.
- Provide all general and special warranties in accordance with the Contract Documents.
- All applicable local, commonwealth and federal taxes are included in the contract price.
- Subcontractor shall have a valid Concord Township contractor license.
- Work hours for all trades are Monday thru Friday, 7:05 a.m. to 5:00 p.m. All Saturday work and work after 5:00pm must be approved by Erickson Construction, LLC. Sunday work is not permitted.
- Subcontractor shall work Saturdays at no additional cost to make up for lost days due to inclement weather, unforeseen conditions or as the schedule dictates (only if caused by the sole negligence of this Subcontractor.

Sub:

- Complete all work in accordance with the schedules provided by Erickson Construction, LLC. Authorized representatives of the subcontractor must attend weekly progress meetings held at the jobsite at which time any matters will be addressed and concluded.

- Subcontractor is responsible for all trash created from his work or by his workers. 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.

- Subcontractor shall be responsible to the equal performance of any item proposed or provided in lieu of the specified item.

- Subcontractor shall provide all necessary manpower and equipment to receive, unload, store on site and stock materials furnished and/ or installed in accordance with this subcontract. Erickson Construction will provide hoisting or lifting of the appliances into the building starting with the second floor up through the fifth floor.

- Subcontractor understands all construction vehicles and employees must use only the designated construction entrances located at Brinton Lake Rd. off of Rte. 1 and park only in designated areas. No construction traffic will be allowed to exit or enter off of Evergreen Dr. /Main Entrance. Exiting left onto Brinton Lake Road from the jobsite or entering right onto the job site off of Brinton Lake Road will never be allowed. Any subcontractor owned vehicle, subcontractor employee vehicles, subcontractor equipment, subcontractor's tier subcontractors and/or suppliers exiting or entering the job site other than as stipulated above will result in a minimum fine of $500.00 per occurrence to Subcontractor. The fine amount will be deducted from the contract between Erickson Construction and Subcontractor via change order each month.

- This subcontractor is to provide adequate and proper safety protection for its personnel and equipment and shall strictly comply with all the rules and regulations of the Federal Occupational Safety and Health Act, all other applicable health and safety laws and regulations, and of the Erickson Construction Safety Program. Hard hats, thick soled shoes (not sneakers), full length pants and shirts are to be worn by all personnel employed on the job by this Subcontractor at all times. Payments may be withheld in the form of fines for violations. Accidents to personnel of this Subcontractor, no matter how minor, will be promptly reported in detail to the Project Superintendent and/or site safety officer within twenty four (24) hours of the incident. Photographs must be taken by the Subcontractor of the accident location and copies of those and all applicable hospital reports must be submitted. Fines levied by Erickson Construction, LLC due to acts of this Subcontractor for failure to comply with the safety regulations and requirements of OSHA and all other applicable health and safety laws and regulations, will be paid by this Subcontractor or deducted from its Subcontract amount as described elsewhere in the Subcontract. This Subcontractor and its sub-subcontractors may be required to provide a copy of its Safety Program to the Project Superintendent prior to commencing work at the project site. No cost extras or time extensions will be recognized for failure to meet the requirement.

II. Whirlpool Specific Items:

1. In paragraph 1 "The Subcontract Documents", add a sentence after 1.2 that reads as follows: "Irrespective of the foregoing, and/or and provision of this Subcontract Agreement in the event that there is a discrepancy between this Subcontract Agreement and the provisions of the Prime Contract, General Conditions to the Prime Contract, Drawings or Specifications, this Subcontract Agreement shall prevail.
2. In paragraph 8.3, "Contract Remedies", delete the word "any" from the third to the last sentence.

EC Sub: _____

3. In paragraph 13.2, "Settlement of Disputes", delete the phrase "and to pay or reimburse Contractor for all costs uncured by Contractor in connection with the dispute including attorney's fees and court cost." Replace with "and the prevailing party shall be entitled to recover all costs incurred in connection with the disputed including attorney's fees and court costs."

4. In paragraph 13.3, "Settlement of Disputes", delete this paragraph in its entirety.

5. In paragraph 14.8, "Examination of Prior Work", add the following to the end of the paragraph, "Deficiency's must be visible and clearly obvious and Subcontractor must have the ability to detect."

End of Exhibit "B"

EC Sub:

Sub: Whirlpool Corporation
Cost Code: 512RB24 - 48400-114500

EXHIBIT "C"

SUBCONTRACTOR SCHEDULE OF VALUES

1. Subcontractor agrees to perform the Work in accordance with the terms and provisions of the Subcontract and in accordance with the Contract Documents. Subcontractor shall perform the Work as detailed and in accordance with the Subcontract Analysis for the sum of $146,066.94.

GC: ____ Sub: ____

Sub: Whirlpool Corporation
Cost Code: 512RB24 - 48400-114500

Exhibit "D.1"

Instructions for "Exhibit D"

Subcontractors/Suppliers shall submit attached Application and Certificate for Payment (Exhibit D) for payment processing to:

ERICKSON CONSTRUCTION, L.L.C.
115 South Brinton Lake Road
Glen Mills, PA, 19342

ATTN: Project Manager, Mark Shearman

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

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

EC: Sub:

Sub: Whirlpool Corporation
Cost Code: 512RB24 - 48400-114500

EXHIBIT "D"
APPLICATION AND CERTIFICATE FOR PAYMENT

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

DATE:

PROJECT: 512RB24
JOB: Maris Grove Residential Building 2.4

FROM: Whirlpool Corporation

APPLICANT NO.:
PERIOD TO:

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

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

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

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

NOTES:

TO BE COMPLETED BY PROJECT MANAGER

RETAINAGE RELEASE	$
PROGRESS BILLING	$
RETAINAGE HELD	$
TOTAL AMOUNT DUE	$
PROJECT NUMBER	512RB24
COST CODE #	48400-114500
APPROVED BY	
APPROVED DATE	

FINAL PAYMENT	
PUNCH LIST COMPLETED	☐ YES ☐ NO
WARRANTY COMPLETED	☐ YES ☐ NO
ATTIC STOCK DELIVERED	☐ YES ☐ NO
O&M (CLOSEOUT BOOK -DEL)	☐ YES ☐ NO
CHANGE ORDERS COMPLETED	☐ YES ☐ NO

FOR ACCOUNTING USE ONLY	
DATE RECEIVED	
REVIEWED BY	

EC: _____ Sub: _____

Sub: Whirlpool Corporation
Cost Code: 512RB24 - 48400-114500

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.

EG Sub: _____

Sub: Whirlpool Corporation
Cost Code: 512RB24 - 48400-114500

EXHIBIT "E"

CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

STATE OF:

COUNTY OF:

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

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

The UNDERSIGNED being duly sworn states that he is the _____ (title)

of _____ (firm) who has a contract with _____

for furnishing _____ for the improvements being erected on

real estate known and identified as Maris Grove Residential Building 2,4 located in _____

County, State of _____ and owned by _____.

The UNDERSIGNED, for and in consideration of the sum of _____

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

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

Signed this _____ Day of _____, 20 ____ _____
Contractor/Supplier/Subcontractor

By: _____
Signature & Title (Must be an Officer)

Signed and sworn to before me this _____ Day of _____, 20 _____

My Commission Expires: _____ _____
Notary Public Signature

EC: ____ Sub: ____

Sub: Whirlpool Corporation
Cost Code: 512RB24 - 48400-114500

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

STATE OF:)
) S.S.
COUNTY OF:)

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

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

The UNDERSIGNED being duly sworn states that he is the _____ (title) of _____ (firm) who has a contract with _____ for furnishing _____ for the improvements being erected on real estate known and identified as Maris Grove Residential Building 2,4 located in _____ County, State of _____ and owned by _____.

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

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

Signed this _____ day of _____, 20 ____.

_____
Contractor/Supplier/Subcontractor

By: _____
(Title)

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

My Commission Expires:

_____
Notary Public

Sub: ____

Sub: Whirlpool Corporation
Cost Code: 512RB24 - 48400-114500

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: _____

Sub: Whirlpool Corporation
Cost Code: 512RB24 - 48400-114500

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 _____

Sub: _____

Sub: Whirlpool Corporation
Cost Code: 512RB24 - 48400-114500

EXHIBIT "H" Schedule A
INSURANCE

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

TYPE OF COVERAGE	AMOUNT OF COVERAGE
AD.1 Worker's Compensation Employer's Liability	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
AD.2 Commercial General Liability: 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). The policy must not be limited by Residential construction exclusions regarding any and all work performed under this agreement.	Occurrence Form, minimum required limits: 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.
A.D.3 Business Auto Liability: covering any automobile, including hired and non-owned auto's	Minimum required limits: Bodily Injury Each Person: $1,000,000. Bodily Injury Each Accident: $1,000,000. Property Damage Each Accident: $1,000,000. Or, $1,000,000. combined bodily injury and property damage each accident limit for all of the above
AD.5 Property Insurance: 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.)

EG: Sub:

Erickson
Retirement Communities

Transmittal

Project [512RB24] - Maris Grove Residential Building 2.4 **View Date** 05/07//09

Erickson Construction, L.L.C.
115 Brinton Lake Road
Glen Mills, PA 19342
(610) 387-4828

Transmittal No. 512RB24

To Ms. Janet Falco
WHIRLPOOL CORPORATION
414 N. Peters Road
Knoxville, TN 37922

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

Subject Fully Executed Subcontract

Date 05/07/09

Items listed are being sent

☒ Enclosed

☐ Under Separate Cover

Via UPS - Ground

CSI Code 114500 - Residential Equipment

cc File

We are transmitting the following to you:

☐ Product Data ☐ Samples ☐ Shop Drawings ☐ O&M Manuals ☐ Plans
☐ Architectural Drawings ☐ Letters ☐ Specifications ☐ Prints ☐ Addenda
☐ Engineering Drawings ☐ Change Orders ☐ Submittal **Fully Executed Contract**

Remarks Janet,

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

- Maris Grove - RB 2.4 (512RB24 - 48400 - 114500)

Regards,
Kathy Gurnee

Received By	Printed Name	Date

cc: File

EXHIBIT

B

Cost Code: 512RB24 - 48400-114500

EXHIBIT "D"
APPLICATION AND CERTIFICATE FOR PAYMENT

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

DATE:

PROJECT: 512RB24
JOB: Maris Grove Residential Building 2.4

FROM: Whirlpool Corporation

APPLICANT NO.:
PERIOD TO:

1. Original Contract Amount	$ 146,066.94
2. Change Orders Issued to Date (Thru C.O. #___)	$ 6699.52
3. Contract Sum to Date (Line 1+2)	$ 152,766.46
4. Total Completed & Stored to Date	$ 152,766.46
5. Less Retainage (10 %)	$ 15,276.65 - Billing Retainage
6. Total Earned to Date Less Retainage (Line 4-5)	$
7. Less Previous Requisitions	$
8. Payment Due This Period (Line 6-7)	$ 15,276.65.

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

CONTRACTOR: By: [signature] Date: 6/29/09
(Officer, General Partner, or Owner)

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

NOTES:

TO BE COMPLETED BY PROJECT MANAGER

RETAINAGE RELEASE	$
PROGRESS BILLING	$
RETAINAGE HELD	$
TOTAL AMOUNT DUE	$
PROJECT NUMBER	512RB24
COST CODE #	48400-114500
APPROVED BY	
APPROVED DATE	

FINAL PAYMENT	
PUNCH LIST COMPLETED	☐ YES ☐ NO
WARRANTY COMPLETED	☐ YES ☐ NO
ATTIC STOCK DELIVERED	☐ YES ☐ NO
O&M (CLOSEOUT BOOK ~DEL)	☐ YES ☐ NO
CHANGE ORDERS COMPLETED	☐ YES ☐ NO

FOR ACCOUNTING USE ONLY	
DATE RECEIVED	
REVIEWED BY	

EC: ____ Sub: ____

SCHEDULE II

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

TO (CONTRACTOR):
Erickson Construction LLC
703 Maiden Choice Lane
Baltimore, MD 21228

PROJECT: Maris Grove 2.4
Job No: 512RB24
PO#:

APPLICATION: **RETAINAGE**
PERIOD TO: 6/23/2009
DATE: 6/23/2009

FROM (SUBCONTRACTOR):
Whirlpool Corporation
412 N. Peters Rd
Knoxville, TN 36922

CONTRACT DATE: 3/12/2009

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Contractor

Date Approved	No.	Additions	Deductions
	1	$6,699.52	
	Totals	$6,699.52	$0.00

Change Orders approved this month by Contractor

Date Approved	No.	Additions	Deductions
	Totals	$0.00	$0.00

Net Change by Change Orders:

The undersigned Subcontractor certifies that to the best of his knowledge, information, and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for the Work Which previous certificates for Payment were issued band payments received from the Contractor and that current payment shown herein is now due

SUBCONTRACTOR:

Donna S. Rybum

Credit Representative

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

The present status of the accont for this Contract is as follows:

ORIGINAL CONTRACT SUM	$	146,066.94
Net Change by Change Orders		$6,699.52
CONTRACT SUM TO DATE	$	152,766.46
TOTAL COMPLETED AND STORED TO DATE: (Column G on G703)	$	152,766.46
RETAINAGE 10% (or total in Colum I on G703)		
TOTAL EARNED LESS RETAINAGE	$	152,766.46
LESS PREVIOUS CERTIFICATES FOR PAYMENT	$	137,489.81
CURRENT PAYMENT DUE.....	$	15,276.65

State of: Tennessee County of: Knox

Subscribed and sworn to before me this 23th day of June, 2009

Notary Public: Carol D. Moore

CAROL D. MOORE STATE OF TENNESSEE NOTARY PUBLIC KNOX COUNTY

My commission expires:
My commission expires 10/2/11

CONTINUATION SHEET

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

AIA DOCUMENT G703

APPLICATION NO: RETAINAGE
APPLICATION DATE: 6/23/2009
PERIOD TO: 6/23/2009
ARCHITECT'S PROJECT NO: 512RB24

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
QTY	DESCRIPTION OF WORK	SCHEDULED VALUES	FROM PREVIOUS APPLICATION	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G-C)	BALANCE TO FINISH (C-G)	RETAINAGE IF VARIABLE RATE)
105	4396923 (Porcelain Broiler Pan)	$ 556.50	$ 556.50			$ 556.50	100.00%	$ -	$ 55.65
102	DU810SWVQ (Dishwasher)	$ 20,434.68	$ 20,434.68			$ 20,434.68	100.00%	$ -	$ 2,043.47
105	UCDWTC (Uncrate DU)	$ 630.00	$ 630.00			$ 630.00	100.00%	$ -	$ 63.00
102	W8RXEGMVQ (Refrigerator)	$ 49,518.96	$ 49,518.96			$ 49,518.96	100.00%	$ -	$ 4,951.90
55	RDRF (Reverse door Swing)	$ 715.00	$ 715.00			$ 715.00	100.00%	$ -	$ 71.50
105	ICRFWW (Install Ref w/water)	$ 1,995.00	$ 1,995.00			$ 1,995.00	100.00%	$ -	$ 199.50
105	GC1000XE (Disposer)	$ 4,340.70	$ 4,340.70			$ 4,340.70	100.00%	$ -	$ 434.07
102	WHM2175XVQ (Microwave Hood)	$ 17,947.92	$ 17,947.92			$ 17,947.92	100.00%	$ -	$ 1,794.79
102	ICMWO (Install Microwave)	$ 2,346.00	$ 2,346.00			$ 2,346.00	100.00%	$ -	$ 234.60
102	RF263LXTQ (Electric Range)	$ 32,327.88	$ 32,327.88			$ 32,327.88	100.00%	$ -	$ 3,232.79
105	PT400 (Range cord 4ft)	$ 779.10	$ 779.10			$ 779.10	100.00%	$ -	$ 77.91
105	ICRGE (Install electric range)	$ 1,575.00	$ 1,575.00			$ 1,575.00	100.00%	$ -	$ 157.50
3	DU1300XTVQ (Dishwasher)	$ 919.02	$ 919.02			$ 919.02	100.00%	$ -	$ 91.90
3	GB9SHDXVQ (Refrigerator)	$ 2,645.76	$ 2,645.76			$ 2,645.76	100.00%	$ -	$ 264.58
3	AMKIT02 (Ice maker kit)	$ 101.76	$ 101.76			$ 101.76	100.00%	$ -	$ 10.18
3	ICIM (Install icemaker)	$ 24.00	$ 24.00			$ 24.00	100.00%	$ -	$ 2.40
3	GY397LXUQ (Range Pyro Ceran)	$ 2,448.60	$ 2,448.60			$ 2,448.60	100.00%	$ -	$ 244.86
3	MT4078SPQ (Compact microwave)	$ 254.40	$ 254.40			$ 254.40	100.00%	$ -	$ 25.44
3	RH2630XJQ (Range hood ductless)	$ 108.12	$ 108.12			$ 108.12	100.00%	$ -	$ 10.81
4	WED8300SE (Dryer)	$ 2,518.56	$ 2,518.56			$ 2,518.56	100.00%	$ -	$ 251.86
4	PT400L (Dryer cord 4ft)	$ 25.44	$ 25.44			$ 25.44	100.00%	$ -	$ 2.54
4	ICDRE (Install dryer)	$ 64.00	$ 64.00			$ 64.00	100.00%	$ -	$ 6.40
4	WFW8300SW (Washer)	$ 2,175.12	$ 2,175.12			$ 2,175.12	100.00%	$ -	$ 217.51
4	ICHAW (Install washer)	$ 68.00	$ 68.00			$ 68.00	100.00%	$ -	$ 6.80
8	WHP1000SQ (Pedestal)	$ 1,003.42	$ 1,003.42			$ 1,003.42	100.00%	$ -	$ 100.34
8	ICPED (Install pedestal)	$ 96.00	$ 96.00			$ 96.00	100.00%	$ -	$ 9.60
56	ST2F (Delivery above 2nd fl)	$ 448.00	$ 448.00			$ 448.00	100.00%	$ -	$ 44.80
						$ -		$ -	$ -
						$ -		$ -	$ -
	Total Subcontract Amount	$ 146,066.94	$ 146,066.94	$ -	$ -	$ 146,066.94	100.00%	$ -	$ 14,606.69
	Approved Change Orders								
	Change Order #1								

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
QTY	DESCRIPTION OF WORK	SCHEDULED VALUES	FROM PREVIOUS APPLICATION	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G-C)	BALANCE TO FINISH (C-G)	RETAINAGE IF VARIABLE RATE)
	Upgrades T-5TH Floor	$ 6,699.52	$ 6,699.52			$ 6,699.52	100.00%	$ -	$ 669.95
						$ -		$ -	$ -
									$ -
									$ -
									$ -
									$ -
									$ -
	TOTAL CHANGE ORDER	$ 6,699.52	$ 6,699.52	$ -		$ 6,699.52		$ -	$ 669.95
	TOTAL CONTRACT TODATE	$ 152,766.46	$ 152,766.46	$ -	$ -	$ 152,766.46	100.00%	$ -	$ 15,276.65

Cost Code: 512RB24 - 48400-114500

EXHIBIT "D"
APPLICATION AND CERTIFICATE FOR PAYMENT

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

FROM: Whirlpool Corporation

DATE:

PROJECT: 512RB24
JOB: Mars Grove Residential Building 2.4

APPLICANT NO.:
PERIOD TO:

1. Original Contract Amount	$ 146,066.94
2. Change Orders Issued to Date (Thru C.O. # 1)	$ 6,699.52
3. Contract Sum to Date (Line 1+2)	$ 152,766.46
4. Total Completed & Stored to Date	$ 152,766.46
5. Less Retainage (10 %)	$ 15,276.65
6. Total Earned to Date Less Retainage (Line 4-5)	$ 137,489.81
7. Less Previous Requisitions	$ 72,346.59
8. Payment Due This Period (Line 6-7)	$ 65,143.22

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: Donna L. Rubrum/Sr. Acct Spec Date: 6/23/09
(Officer, General Partner, or Owner)

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

NOTES:

TO BE COMPLETED BY PROJECT MANAGER

RETAINAGE RELEASE	$
PROGRESS BILLING	$
RETAINAGE HELD	$
TOTAL AMOUNT DUE	$
PROJECT NUMBER	512RB24
COST CODE #	48400-114500
APPROVED BY	
APPROVED DATE	

FINAL PAYMENT	
PUNCH LIST COMPLETED	☐ YES ☐ NO
WARRANTY COMPLETED	☐ YES ☐ NO
ATTIC STOCK DELIVERED	☐ YES ☐ NO
O&M (CLOSEOUT BOOK - DEL)	☐ YES ☐ NO
CHANGE ORDERS COMPLETED	☐ YES ☐ NO

FOR ACCOUNTING USE ONLY	
DATE RECEIVED	
REVIEWED BY	

EC: _____ Sub: _____

SCHEDULE II

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

TO (CONTRACTOR):
Erickson Construction LLC
703 Maiden Choice Lane
Baltimore, MD 21228

PROJECT: Marls Grove 2.4
Job No: 512RB24
PO#:

APPLICATION: RETAINAGE
PERIOD TO: 6/23/2009
DATE: 6/23/2009

FROM (SUBCONTRACTOR):
Whirlpool Corporation
412 N. Peters Rd
Knoxville, TN 36922

CONTRACT DATE: 3/12/2009

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Contractor

Date Approved	No.	Additions	Deductions
	1	$6,699.52	
	Totals	$6,699.52	$0.00

Change Orders approved this month by Contractor

Date Approved	No.	Additions	Deductions
	Totals	$0.00	$0.00

Net Change by Change Orders:

The undersigned Subcontractor certifies that to the best of his knowledge, information, and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for the Work Which previous certificates for Payment were issued band payments received from the Contractor and that current payment shown herein is now due

SUBCONTRACTOR:

Donna S. Rybum

Credit Representative

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

The present status of the accont for this Contract is as follows:

ORIGINAL CONTRACT SUM	$	146,066.94
Net Change by Change Orders		$6,699.52
CONTRACT SUM TO DATE	$	152,766.46
TOTAL COMPLETED AND STORED TO DATE: (Column G on G703)	$	152,766.46
RETAINAGE 10% (or total in Colum I on G703)		
TOTAL EARNED LESS RETAINAGE	$	152,766.46
LESS PREVIOUS CERTIFICATES FOR PAYMENT	$	137,489.81
CURRENT PAYMENT DUE.....	$	15,276.65

State of: Tennessee County of: Knox

Subscribed and sworn to before me this 23th day of June, 2009

Notary Public: Carol D. Moore

CAROL D. MOORE STATE OF TENNESSEE NOTARY PUBLIC KNOX COUNTY

My commission expires:

My commission expires 10/2/11

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, Continuining Contractor's signed Certification, is attached.

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

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

AIA DOCUMENT G703

APPLICATION NO: BILL COMPLETE

APPLICATION DATE: 6/23/2009

PERIOD TO: 6/23/2009

ARCHITECT'S PROJECT NO: 512RB24

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
QTY	DESCRIPTION OF WORK	SCHEDULED VALUES	FROM PREVIOUS APPLICATION	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G-C)	BALANCE TO FINISH (C-G)	RETAINAGE IF VARIABLE RATE)
105	4396923 (Porcelain Broiler Pan)	$ 556.50		$ 556.50		$ 556.50	100.00%	$ -	$ 55.65
102	DU810SWVQ (Dishwasher)	$ 20,434.68	$ 11,619.72	$ 8,814.96		$ 20,434.68	100.00%	$ -	$ 2,043.47
105	UCDWTC (Uncrate DU)	$ 630.00		$ 630.00		$ 630.00	100.00%	$ -	$ 63.00
102	W8RXEGMVQ (Refrigerator)	$ 49,518.96	$ 28,157.84	$ 21,361.12		$ 49,518.96	100.00%	$ -	$ 4,951.90
55	RDRF (Reverse door Swing)	$ 715.00	$ 440.96	$ 274.04		$ 715.00	100.00%	$ -	$ 71.50
105	ICRFWW (Install Ref w/water)	$ 1,995.00	$ 860.72	$ 1,134.28		$ 1,995.00	100.00%	$ -	$ 199.50
105	GC1000XE (Disposer)	$ 4,340.70	$ 4,340.70			$ 4,340.70	100.00%	$ -	$ 434.07
102	WHM2175XVQ (Microwave Hood)	$ 17,947.92	$ 10,205.68	$ 7,742.24		$ 17,947.92	100.00%	$ -	$ 1,794.79
102	ICMWO (Install Microwave)	$ 2,346.00	$ 1,414.04	$ 931.96		$ 2,346.00	100.00%	$ -	$ 234.60
102	RF263LXTQ (Electric Range)	$ 32,327.88	$ 18,382.52	$ 13,945.36		$ 32,327.88	100.00%	$ -	$ 3,232.79
105	PT400 (Range cord 4ft)	$ 779.10	$ 267.12	$ 511.98		$ 779.10	100.00%	$ -	$ 77.91
105	ICRGE (Install electric range)	$ 1,575.00	$ 922.20	$ 652.80		$ 1,575.00	100.00%	$ -	$ 157.50
3	DU1300XTVQ (Dishwasher)	$ 919.02		$ 919.02		$ 919.02	100.00%	$ -	$ 91.90
3	GB9SHDXVQ (Refrigerator)	$ 2,645.76		$ 2,645.76		$ 2,645.76	100.00%	$ -	$ 264.58
3	AMKIT02 (Ice maker kit)	$ 101.76		$ 101.76		$ 101.76	100.00%	$ -	$ 10.18
3	ICIM (Install Icemaker)	$ 24.00		$ 24.00		$ 24.00	100.00%	$ -	$ 2.40
3	GY397LXUQ (Range Pyro Ceran)	$ 2,448.60	$ 1,547.60	$ 901.00		$ 2,448.60	100.00%	$ -	$ 244.86
3	MT4078SPQ (Compact microwave)	$ 254.40		$ 254.40		$ 254.40	100.00%	$ -	$ 25.44
3	RH2630XJQ (Range hood ductless)	$ 108.12		$ 108.12		$ 108.12	100.00%	$ -	$ 10.81
4	WED8300SE (Dryer)	$ 2,518.56		$ 2,518.56		$ 2,518.56	100.00%	$ -	$ 251.86
4	PT400L (Dryer cord 4ft)	$ 25.44		$ 25.44		$ 25.44	100.00%	$ -	$ 2.54
4	ICDRE (Install dryer)	$ 64.00		$ 64.00		$ 64.00	100.00%	$ -	$ 6.40
4	WFW8300SW (Washer)	$ 2,175.12		$ 2,175.12		$ 2,175.12	100.00%	$ -	$ 217.51
4	ICHAW (Install washer)	$ 68.00		$ 68.00		$ 68.00	100.00%	$ -	$ 6.80
8	WHP1000SQ (Pedestal)	$ 1,003.42		$ 1,003.42		$ 1,003.42	100.00%	$ -	$ 100.34
8	ICPED (Install pedestal)	$ 96.00		$ 96.00		$ 96.00	100.00%	$ -	$ 9.60
56	ST2F (Delivery above 2nd fl)	$ 448.00	$ 368.88	$ 79.12		$ 448.00	100.00%	$ -	$ 44.80
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
	Total Subcontract Amount	**$ 146,066.94**	**$ 78,527.98**	**$ 67,538.98**	**$ -**	**$ 146,066.94**	**100.00%**	**$ -**	**$ 14,606.69**
	Approved Change Orders								
	Change Order #1								

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
QTY	DESCRIPTION OF WORK	SCHEDULED VALUES	FROM PREVIOUS APPLICATION	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G-C)	BALANCE TO FINISH (C-G)	RETAINAGE IF VARIABLE RATE)
	Upgrades T-5TH Floor	$ 6,699.52	$ 1,857.12	$ 4,842.40		$ 6,699.52	100.00%	$ 0.00	$ 669.95
						$ -	#DIV/0!	$ -	$ -
									$ -
									$ -
									$ -
									$ -
	TOTAL CHANGE ORDER	$ 6,699.52	$ 1,857.12	$ 4,842.40		$ 6,699.52		$ 0.00	$ 669.95
	TOTAL CONTRACT TODATE	$ 152,766.46	$ 80,385.10	$ 72,381.36	$ -	$ 152,766.46	100.00%	$ 0.00	$ 15,276.65

EXHIBIT

C

Erickson
construction, LLC

Contract Change Order

Project: Maris Grove Residential Building 2.4
Project Address: 115 South Brinton Lake Road
Glen Mills, PA 19342

Change Order Number: 34-01

From: Mark Shearman
Maris Grove Residential Building 2.4
Erickson Construction, LLC.
115 South Brinton Lake Road
Glen Mills, PA, 19342

To: Ms. Janet Falco
Whirlpool Corporation

1639 Midland Avenue

Highland Park, IL, 60035
(269) 492-2453x

Date: 06/04/2009
Contract For: Residential Equipment (Equip)
Description: Whirlpool Resident Upgrades

Cost Code: 114500-48700

Name	Cost
Whilrpool Resident Upgrades T - 5th Floor	$6,699.52

Original Contract:	$146,066.94
Previous CCO's:	$0.00
This CCO:	$6,699.52
Total Contract:	**$152,766.46**

Whirlpool Corporation	Erickson Construction, LLC.
Signed: Donna S. Rybum Sr. Accts Spec	Signed:
By:	By: David Tague, Vice President
Date: 6/4/09	Date:

SPK 6-5-09

Erickson

EXHIBIT

D

P.O. Box 36000, Knoxville, TN 37930

September 24, 2009

SENT VIA CERTIFIED & REGULAR MAIL

Erickson Construction, LLC
ATTN: David Tague
703 Maiden Choice Lane
Baltimore, MD 21228

Re: Past Due Balances of $117,499.94 and $69,516.39
Maris Grove 2.4 & Maris Grove 2.2

Dear Mr. Tague:

As you are aware, subject accounts with Whirlpool Corporation are seriously delinquent. Accordingly, accounts are in default under the terms of the agreement and the entire account balances are now due and payable.

Demand is hereby made for immediate payment in full of $117,499.94 and $69,516.39 via certified funds or wire transfer within ten (10) days from the date of this letter.

Your immediate attention to this matter is expected. If full payment is not received by the tenth day, the account will be turned over to Whirlpool's Legal/Recovery Department. To avoid the imposition of legal process, which will increase the costs to you, please remit the full amount no later than ten (10) days from the date of this letter.

If paying by wire transfer, remit payment to:

Chase Manhattan Bank
Attn: Whirlpool Corporation
1 Chase Manhattan Plaza
New York, NY 10005
Account # 323404553
R/T # 021000021
Swift Code # CHASUS33
Reference # 2150769 Maris Grove 2.4 and 2147182 Maris Grove 2.2

Or, if paying via certified check, mail check, noting account numbers 2150769 and 2147182, to:

Whirlpool Corporation
P.O. BOX 532415
Atlanta, GA 30353-2415

If you have any questions, do not hesitate to contact me.

Sincerely,
Carol Moore
Carol Moore
865-470-6237

P.O. Box 36000, Knoxville, TN 37930

September 24, 2009

SENT VIA CERTIFIED & REGULAR MAIL

Erickson Construction, LLC
ATTN: Kent Madigan
703 Maiden Choice Lane
Baltimore, MD 21228

Re: Past Due Balances of $117,499.94 and $69,516.39
Maris Grove 2.4 & Maris Grove 2.2

Dear Mr. Madigan:

As you are aware, subject accounts with Whirlpool Corporation are seriously delinquent. Accordingly, accounts are in default under the terms of the agreement and the entire account balances are now due and payable.

Demand is hereby made for immediate payment in full of $117,499.94 and $69,516.39 via certified funds or wire transfer within ten (10) days from the date of this letter.

Your immediate attention to this matter is expected. If full payment is not received by the tenth day, the account will be turned over to Whirlpool's Legal/Recovery Department. To avoid the imposition of legal process, which will increase the costs to you, please remit the full amount no later than ten (10) days from the date of this letter.

If paying by wire transfer, remit payment to:

Chase Manhattan Bank
Attn: Whirlpool Corporation
1 Chase Manhattan Plaza
New York, NY 10005
Account # 323404553
R/T # 021000021
Swift Code # CHASUS33
Reference # 2150769 Maris Grove 2.4 and 2147182 Maris Grove 2.2

Or, if paying via certified check, mail check, noting account numbers 2150769 and 2147182, to:

Whirlpool Corporation
P.O. BOX 532415
Atlanta, GA 30353-2415

If you have any questions, do not hesitate to contact me.

Sincerely,

Carol D. Moore

Carol Moore
865-470-6237

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Erickson Construction, LLC
Attn: David Tague
703 Maiden Choice Lane
Baltimore, MD 21228

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Wayne M. Rush ☐ Agent ☐ Addressee

B. Received by (Printed Name) Wayne M. Rush
C. Date of Delivery 9-28-09

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7007 0710 0005 4919 2190

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Erickson Construction, LLC
Attn: Kent Madigan
703 Maiden Choice Lane
Baltimore, MD 21228

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Wayne M. Rush ☐ Agent ☐ Addressee

B. Received by (Printed Name) Wayne M. Rush
C. Date of Delivery 9-28-09

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7007 0710 0005 4919 2206

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-15

LAVIN, O'NEIL, RICCI, CEDRONE & DISIPIO
BY: Wayne A. Graver, Esquire
Michael F. McKeon, Esquire
Identification Nos. 28245/93201
190 North Independence Mall West - Suite 500
Philadelphia, PA 19106
(215) 627-0303

ATTORNEYS FOR CLAIMANT,
Whirlpool Corporation

Whirlpool Corporation	:	COURT OF COMMON PLEAS DELAWARE COUNTY, PA
v.	:	
Erickson Construction, LLC	:	NO.: 09-13756

AFFIDAVIT OF MICHAEL F. McKEON, ESQ., IN SUPPORT OF WHIRLPOOL CORPORATION'S PETITION TO AMEND MECHANIC'S LIEN CLAIM – MARIS GROVE 2.4

1. I am an attorney at the law firm of Lavin, O'Neil, Ricci, Cedrone and DiSipio and represent the Whirlpool Corporation in the above-matter. I am a member in good standing of the bar of the Commonwealth of Pennsylvania and my Pennsylvania attorney identification number is 93201.

2. Whirlpool filed a mechanic's lien against Erickson Construction, LLC for property located at Maris Grove 2.4 in Glen Mills, Pennsylvania. Upon information and belief, Whirlpool believed that Erickson Construction, LLC was the owner of the above-property when the lien was filed.

3. After the liens were filed, Whirlpool learned from documents filed in another recent proceeding that Concord Campus, LP is an owner of the property at issue.

4. These documents stated that the principal place of business for both Erickson Construction, LLC and Concord Campus, LP is 701 Maiden Choice Lane,

Baltimore Maryland, 21228. The documents also stated that both Erickson Construction, LLC and Concord Campus, LP are owned in whole or in part by Erickson Retirement Communities, LLC, which also uses the business address of 701 Maiden Choice Lane, Baltimore Maryland, 21228. Concord Campus, LP is a limited liability company that does not have any employees. Additionally, numerous other entities affiliated with Erickson Retirement Communities use 701 Maiden Choice Lane, Baltimore Maryland, 21228, as their principal place of business and have no employees, including but not necessarily limited to: (1) Erickson Group, LLC, (2) Concord Campus GP, LLC, (3) Dallas Campus GP, LLC, (4) Senior Campus Services, LLC, (5) Warminster Campus, GP, LLC, (6) Ashburn Campus, LLC, (7) Columbus Campus, LLC, (8) Dallas Campus, LP, (9) Houston Campus, LP, (10) Kansas Campus, LLC, (11) Littleton Campus, LLC, (12) Novi Campus, LC, and (13) Warminster Campus, LP.

5. Whirlpool mistakenly omitted Concord Campus, LP in its original lien because it did not possess knowledge of the precise relationship between the many affiliates working under Erickson Retirement Communities, LLC and a title search failed to determine the identity of the record owner. It was only after reviewing documents from the other proceeding that Whirlpool came to the understanding that Concord Campus, LP an owner of the property at issue.

6. The averments in Whirlpool's Petition to Amend are true in fact.

I declare under penalty of perjury under the laws of the Commonwealth of Pennsylvania that the foregoing is true and correct.

LAVIN, O'NEIL, RICCI, CEDRONE & DISIPIO

By: _____
Michael F. McKeon, Esquire
Attorney for Claimant,
Whirlpool Corporation

Dated: 2/16/2010

Sworn to and subscribed before me this
16th day of February 2010.

_____
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
CLARA E. BROWN, Notary Public
City of Philadelphia, Phila. County
My Commission Expires December 28, 2012

IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY, PENNSYLVANIA

COVER SHEET - NOTICE OF FILING OF MOTION OR PETITION UNDER LOCAL RULES OF CIVIL PROCEDURE

CASE CAPTION: CIVIL CASE NO. 09-13748

Whirlpool Corporation v. Erickson Construction, LLC

NATURE OF MATTER FILED: *(please check one)*

[x] Petition Pursuant to Rule 206.1
[ ] Response to Petition
[ ] Motion for Judgment on the Pleadings Pursuant to Rule 1034(a)
[ ] Motion Pursuant to Rule 208.1
[ ] Response to Motion
[ ] Summary Judgment Pursuant to Rule 1035.2
[ ] Family Law Petition/Motion Pursuant to Rule 206.8

FILING PARTY IS RESPONSIBLE FOR SERVICE OF THE RULE RETURNABLE DATE OR HEARING DATE UPON ALL PARTIES

A motion or petition was filed in the above captioned matter on the 16th day of February, 2010, which:

[x] Requires you, Respondent, to file an Answer within twenty (20) days of the above date to this notice, or risk the entry of an Order in favor of the Petitioner. Answers must be filed and time stamped by the Office of Judicial Support by 4:30 PM on the following date March 8, 2010.

[ ] Requires all parties, to appear at a hearing/conference on the ____ day of _____, _____, at _____ in Courtroom ____, Delaware County Courthouse, Media, Pennsylvania. At this hearing/conference you must be prepared to present all testimony and/or argument, and must ensure that your witnesses will be present.

[ ] Was timely answered, thus requiring the scheduling of the following hearing in the above captioned matter on: _____ _____, _____ at 10:00 AM in Courtroom _____.

At this hearing, all parties must be prepared to present all testimony and/or argument and **must ensure that their witnesses will be present**.

[ ] Qualifies as an Uncontested Motion or Petition, and as such requires neither an answer from the Respondent nor the scheduling of a hearing in this matter.

[ ] Has been assigned to Judge _____.

FOR OFFICE USE ONLY

Mailing date: _____ Processed by: _____

Whirlpool Corporation	:	COURT OF COMMON PLEAS DELAWARE COUNTY, PA
v.	:	
Erickson Construction, LLC	:	NO.: 09-13748

ORDER

AND NOW, this ___ day of _____, 2010, upon consideration of Whirlpool Corporation's Petition to Amend Mechanic's Lien Claim- Maris Grove 2.2, and any response thereto, it is hereby **ORDERED** and **DECREED** that said Petition is **GRANTED**, and that Whirlpool Corporation may file an Amended Mechanic's Lien Claim- Maris Grove 2.2 to name Concord Campus, LP as an owner of the subject premises.

BY THE COURT:

_____

J.

LAVIN, O'NEIL, RICCI, CEDRONE & DISIPIO
BY: Wayne A. Graver, Esquire
Michael F. McKeon, Esquire
Identification Nos. 28245/93201
190 North Independence Mall West - Suite 500
Philadelphia, PA 19106
(215) 627-0303

ATTORNEYS FOR CLAIMANT,
Whirlpool Corporation

Whirlpool Corporation	:	COURT OF COMMON PLEAS DELAWARE COUNTY, PA
v.	:	
Erickson Construction, LLC	:	NO.: 09-13748

WHIRLPOOL CORPORATION'S PETITION TO AMEND MECHANIC'S LIEN CLAIM – MARIS GROVE 2.2

Claimant Whirlpool Corporation, by and through its counsel, Lavin, O'Neil, Ricci, Cedrone & DiSipio, hereby files this Petition to Amend Mechanic's Lien Claim pursuant to 49 P.S. § 1504, and in support thereof avers as follows:

1. Whirlpool Corporation ("Whirlpool") filed a mechanic's lien claim against Erickson Construction, LLC ("Erickson Construction") for the value of materials furnished at Maris Grove 2.2 in Glen Mills, Pennsylvania. (A copy of the original claim is attached as Exhibit "A").

2. After the lien was filed, Whirlpool learned that Concord Campus, LP, ("Concord Campus") a limited liability company with no employees, was an owner of the subject property. (*See* Affidavit of Michael F. McKeon, Esq., attached as Exhibit "B").

3. Both Erickson Construction and Concord Campus are owned in whole or in part by Erickson Retirement Communities, LLC ("Erickson Retirement Communities"). Erickson Retirement Communities, Erickson Construction and Concord

Campus share the same principal place of business, 701 Maiden Choice Lane, Baltimore, Maryland, 21228.

4. At least thirteen other entities affiliated with Erickson Retirement Communities use 701 Maiden Choice Lane, Baltimore Maryland, 21228, as their principal place of business and have no employees, including but not necessarily limited to: (1) Erickson Group, LLC, (2) Concord Campus GP, LLC, (3) Dallas Campus GP, LLC, (4) Senior Campus Services, LLC, (5) Warminster Campus, GP, LLC, (6) Ashburn Campus, LLC, (7) Columbus Campus, LLC, (8) Dallas Campus, LP, (9) Houston Campus, LP, (10) Kansas Campus, LLC, (11) Littleton Campus, LLC, (12) Novi Campus, LC, and (13) Warminster Campus, LP.

5. Whirlpool petitions this Court to amend its lien to add Concord Campus, LP as an owner of the subject property. Specifically, Whirlpool seeks to make the following amendments to its claim:

a. Amend Case Caption to add "Concord Campus, LP" as a defendant.

b. Amend the Address section to state:

TO:	Erickson Construction, LLC **701** Maiden Choice Lane Baltimore, MD 21228	**Concord Campus, LP** **701 Maiden Choice Lane** **Baltimore, MD 21228**

(Amendments in bold)

c. Amend Paragraph (1) to state:

> Notice is hereby given that Whirlpool Corporation ("Lienor"), contractor, a corporation duly organized and existing under the laws of the State of Delaware, with its principal business address at Whirlpool Corporation, World Headquarters, 2000 M-63 North, Benton Harbor, Michigan, 49022, and authorized to do business in the Commonwealth of Pennsylvania, has and claims a lien against Erickson Construction, LLC **and Concord Campus,**

LP, with a principal business address of **701** Maiden Choice Lane, Baltimore, Maryland, owner of the real property hereinafter described, and known as Maris Grove 2.2, on said real property for the sum of $69,216.39, being the value and agreed price of certain materials furnished for the improvement of said property.
(Amendments in bold)

d. Amend Paragraph (2) to state:

The labor was performed and the appliances and accessories were furnished with the knowledge and consent, and at the request, of the owner of the hereinafter described real property, Erickson Construction, LLC **and Concord Campus, LP**.
(Amendments in bold)

e. Amend Paragraph (3) to state

The name of the person by whom this Lienor was employed and to whom Lienor furnished such labor and materials is Erickson Construction, LLC **and Concord Campus, LP,** acting by and through its agents, George Brown and David Tague.
(Amendments in bold)

WHEREFORE, Whirlpool petitions this honorable Court for leave to Amend its mechanic's lien claim to add Concord Campus, LP.

LAVIN, O'NEIL, RICCI, CEDRONE & DISIPIO

By: _____
Wayne A. Graver, Esquire
Michael F. McKeon, Esquire
Attorneys for Claimant,
Whirlpool Corporation

Dated: 2-16-10

LAVIN, O'NEIL, RICCI, CEDRONE & DISIPIO
BY: Wayne A. Graver, Esquire
Michael F. McKeon, Esquire
Identification Nos. 28245/93201
190 North Independence Mall West - Suite 500
Philadelphia, PA 19106
(215) 627-0303

ATTORNEYS FOR CLAIMANT,
Whirlpool Corporation

Whirlpool Corporation	:	COURT OF COMMON PLEAS
	:	DELAWARE COUNTY, PA
v.	:	
	:	
Erickson Construction, LLC	:	NO.: 09-13748
	:	
	:	
	:	

CERTIFICATE OF SERVICE

I, Michael F. McKeon, Esquire, hereby certify that a true and correct copy of Whirlpool's Petition to Amend Mechanic's Lien Claim was forwarded to the parties identified below, via first-class mail, on February 16, 2010:

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

LAVIN, O'NEIL, RICCI, CEDRONE & DISIPIO

BY: _____
Michael F. McKeon, Esquire (ID No. 93201)
Attorney for Whirlpool Corporation

LAVIN, O'NEIL, RICCI, CEDRONE & DISIPIO
BY: Wayne A. Graver, Esquire
Michael F. McKeon, Esquire
Identification Nos. 28245/93201
190 North Independence Mall West - Suite 500
Philadelphia, PA 19106
(215) 627-0303

ATTORNEYS FOR CLAIMANT,
Whirlpool Corporation

Whirlpool Corporation v. **Erickson Construction, LLC**	COURT OF COMMON PLEAS DELAWARE COUNTY, PA NO.: 09-13748

CLAIM BY WHIRLPOOL CORPORATION, CONTRACTOR, FOR VALUE OF MATERIALS FURNISHED – MARIS GROVE 2.2

Filed 2009 Oct 1 PM 1:00

TO: Erickson Construction, LLC
703 Maiden Choice Lane
Baltimore, MD 21228

Notice is hereby given that Whirlpool Corporation ("Lienor"), contractor, a corporation duly organized and existing under the laws of the State of Delaware, with its principal business address at Whirlpool Corporation, World Headquarters, 2000 M-63 North, Benton Harbor, Michigan, 49022, and authorized to do business in the Commonwealth of Pennsylvania, has and claims a lien against Erickson Construction, LLC, with a principal business address of 703 Maiden Choice Lane, Baltimore, Maryland, owner of the real property hereinafter described, and known as Maris Grove 2.2, on said real property for the sum of **$69,216.39**, being the value and agreed price of certain materials furnished for the improvement of said property.

The labor was performed and the appliances and accessories were furnished with the knowledge and consent, and at the request, of the owner of the hereinafter described real property, Erickson Construction, LLC.

The name of the person by whom this Lienor was employed and to whom Lienor furnished such labor and materials is Erickson Construction, LLC, acting by and through its agents, George Brown and David Tague.

Lienor on or about December 1, 2008, entered into a contract with Erickson Construction, LLC, in which Lienor agreed to furnish labor and appliances and accessories for the improvement of the aforesaid condominium complex property, which consists of 126 units, and is located at the Maris Grove Residential Building 2.2, 115 South Brinton Lake Road, in Glen Mills, Delaware County, Pennsylvania, for the sum of $159,006.36. A true and correct copy of contract between Erickson Construction, LLC and Lienor Whirlpool is attached hereto as Exhibit "A."

In the performance of said contract, Lienor furnished all appliances (including dishwashers, refrigerators, microwaves, ranges, washers, and dryers) and accessories (range cord, dryer cord, and range hoods) required to be furnished by Lienor in accordance with the contract.

All of the labor required to be performed by Lienor under the contract has been performed and all appliances and accessories thereby required to be furnished by said Lienor have been furnished.

The agreed price of the labor performed and appliances and accessories furnished under the contract is $159,006.36.

Lienor has been paid $89,489.97. The amount unpaid and owing to this Lienor from the owner under the contract is $69,216.39. *See* Billing Documents attached hereto as Exhibit "B," and Contract Change Order attached hereto as Exhibit "C."

The first item of work was performed on or about December 17, 2008.

The first appliances and accessories were furnished on or about December 17, 2008.

The last item of work was performed on or before June 22, 2009.

The last appliances and accessories were furnished on or before June 22, 2009.

Lienor provided notice of this claim to Erickson Construction, LLC on September 24, 2009.

See September 24, 2009, letter attached hereto as Exhibit "D."

The real property subject to such lien and for the improvement of which said materials were furnished is briefly described as follows: Maris Grove Residential Building 2.2, 115 South Brinton Lake Road, Glen Mills, Delaware County, Pennsylvania.

LAVIN, O'NEIL, RICCI, CEDRONE & DISIPIO

By: _____
Wayne A. Graver, Esquire
Michael F. McKeon, Esquire
Attorneys for Claimant,
Whirlpool Corporation

Dated: 10/24/09

EXHIBIT

A

Contract Number: 033

Sub: Whirlpool Corporation
Cost Code: 512RB22-48400-114520

SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR

THIS SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR (this "Agreement") is made as of 12/01/2008 by and between ERICKSON CONSTRUCTION, LLC (the "Contractor"), having an address of 703 Maiden Choice Road, Baltimore, Maryland 21228, Attn: Randy Craig; and Whirlpool Corporation (the "Subcontractor"), having an address of 1639 Midland Avenue, Highland Park, IL, 60035.

RECITALS

A. The Contractor has made a contract for construction dated as of 01/15/2008 (the "Prime Contract") with Concord Campus, LP (the "Owner"), having an address of 701 Maiden Choice Lane, Baltimore, Maryland 21228. A copy of the Prime Contract containing all provisions applicable to Subcontractor shall be made available to the Subcontractor, upon request, in Contractor's general offices.

B. The Prime Contract is for the provision of labor, materials and services in connection with the construction of Maris Grove Residential Building 2.2, 115 Brinton Lake Road, being part of a project known as Maris Grove, located in Glen Mills, PA (the "Project").

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

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

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

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

1. THE SUBCONTRACT DOCUMENTS.

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

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

2. THE WORK OF THIS SUBCONTRACT.

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

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

- Exhibit B, Description of work, attached.
- The Work consists of Residential Appliances (W & D) (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.

EC: ____ Sub: ____

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: 03/03/2008

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 05/04/2009, ("Substantial Completion") subject to adjustments as provided in the Subcontract Documents (see Exhibit B attached hereto for details). Subcontractor must complete its Work on the Project in the necessary time sequence to assure that the Project, including the Work and the work of Contractor and all other subcontractor's on the Project, is substantially completed by the date listed above in this Section 3.3.1.

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

4. SUBCONTRACT SUM.

4.1. SUBCONTRACT SUM. The Contractor shall pay the Subcontractor in current funds for performance of the Subcontract the Subcontract Sum of one hundred fifty-one thousand one hundred fifty-seven Dollars and six Cents ($151,157.06) subject to additions and deductions as provided in the Subcontract.

4.2. ALTERNATES.

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

__X__ See Exhibit C attached.

_____ Alternates are included in Exhibit C attached:

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

Sub: ____

__X__ See Exhibit C attached.

_____ Reserved Alternates are defined in Exhibit C attached:

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

__X__ See Exhibit C attached.

_____ Unit Prices are detailed in Exhibit C attached:

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

__X__ Estimated Cost of Work is not attached hereto.

5. CONTRACTOR.

5.1. SERVICES PROVIDED BY THE CONTRACTOR.

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

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

6. SUBCONTRACTOR.

6.1. LICENSE. The Subcontractor represents to Contractor that Subcontractor is duly licensed to perform the Work in the jurisdiction where the Project is located. Subcontractor represents that Subcontractor's License Number is N/A, Registration Number N/A, and Sales or Tax Registration Number is 38-1490038, and that all such licenses and registrations shall be maintained in full force and effect throughout the term of Subcontractor's obligations under the Subcontract, including any warranty obligations.

6.2. EXECUTION AND PROGRESS OF THE WORK.

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

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

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

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

EC: ____ Sub: ____

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

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

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

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

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

6.3. LAWS, PERMITS, FEES AND NOTICES.

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

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

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

6.4. SAFETY PRECAUTIONS AND PROCEDURES.

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

Sub: _____

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: _____

7.2. OBLIGATION TO PROCEED. Subcontractor shall proceed with the changes ordered so as not to delay the Work. In the event Contractor changes the Work pursuant to 7.1(b) above, Subcontractor shall file with Contractor within seven (7) days from the date of such order Subcontractor's written itemized estimate for the cost of performing the changes to be made. If mutual agreement on the cost is reached, Subcontractor and Contractor will execute a written change order executed by the authorized officers or designees of Contractor and Subcontractor. If mutual agreement cannot be reached and the changes are required by Contractor, the Work shall proceed and Subcontractor shall be entitled to a reasonable adjustment in the Subcontract sum and in the time for performance of the work to the extent such adjustments are focused by the Contractor's written change order. If the extra Work or changes are required by Contractor, Subcontractor does not waive its right by proceeding under protest provided it so notifies Contractor in writing within five (5) days from submittal of the itemized estimate referred to above.

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

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

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

8.2. TERMINATION BY THE CONTRACTOR.

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

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

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

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

Sub: _____

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

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

8.5. ASSIGNMENT OF THE SUBCONTRACT.

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

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

9. MUTUAL RIGHTS AND RESPONSIBILITIES.

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

10. PROGRESS PAYMENTS.

10.1. APPLICATIONS FOR PAYMENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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11. FINAL PAYMENT.

11.1. TIME. Subject to the provisions of Section 10.4, final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by the Contractor to the Subcontractor when the Work is fully performed in accordance with the requirements of the Subcontract, Subcontractor has filed a final application for payment, the Owner has issued a Certificate for Payment covering the Subcontractor's completed Work and the Contractor has received payment from the Owner. If a Certificate for Payment is not issued within forty-five (45) days of Contractor's application for payment, or the Contractor does not receive from the Owner payment within forty-five (45) days of Contractor's application for payment, and such payment is otherwise due to Subcontractor and such failure is not due to any fault of Subcontractor, final payment to the Subcontractor shall be made upon demand.

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

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

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

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

12. INSURANCE AND BONDS.

12.1. COVERAGES.

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

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

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

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

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

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

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

12.2. WAIVERS OF SUBROGATION. The Contractor and Subcontractor waive all rights against (1) each other and any of their Subcontractors, sub-subcontractors, agents, employees, officers, members and directors, each of the other, and (2) the Owner, Developer, Operator, and any of their Subcontractors, sub-subcontractors, agents, employees, officers, members and directors, for damages caused by fire of other perils to the extent covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as fiduciary. The Subcontractor shall require of the Subcontractor's 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 name of the Owner and Lender on all bonds as a dual oblige. Subcontractor can provide this information through a dual oblige rider. Two original copies of all bonds are required and should be forwarded to the Corporate Office located at 991 Corporate Boulevard, Linthicum, MD 21090.**

Unless waived by Contractor in this Subsection 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.

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

14. MISCELLANEOUS PROVISIONS.

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

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

14.3. PRIVITY. 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 form 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.

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

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

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

14.16. EXHIBITS. The following exhibits are attached hereto:

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

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

WITNESS:

CONTRACTOR
ERICKSON CONSTRUCTION, LLC

By: _____
George Brown
Vice President

Dated: 12-22-08

SUBCONTRACTOR

By: _____
Whirlpool Corporation
Ms. Janet Falco
Contract Manager

Dated: 12/16/08

Sub: _____

EXHIBIT "A"
CONTRACT DOCUMENTS

Drawing Number	Description	Date
00.00	Cover Sheet	11/01/2007
00.00A	Abbreviations Sheet	11/01/2007
00.01	Code Review Sheet	11/01/2007
00.01A	UL Assemblies	11/01/2007
00.01B	UL Assemblies	11/01/2007
00.01C	UL Assemblies	11/01/2007
00.01D	UL Assemblies	11/01/2007
30.01	Garage Level Plan	11/01/2007
30.02	Terrace Level Plan	11/01/2007
30.03	First Level Plan (Main Street)	11/01/2007
30.04	Second Level Plan	11/01/2007
30.05	Third Level Plan	11/01/2007
30.06	Fourth Level Plan	11/01/2007
30.07	Fifth Level Plan	11/01/2007
30.08	Roof Plan	11/01/2007
31.01	Exterior Elevations	11/01/2007
31.02	Exterior Elevations	11/01/2007
31.03	Exterior Elevations	11/01/2007
31.04	Exterior Elevations	11/01/2007
31.05	Enlarged Elevation	11/01/2007
32.01	Building Sections	11/01/2007
32.02	Building Section	11/01/2007
33.01	Wall Sections	11/01/2007
33.01A	Wall Sections	11/01/2007
33.02	Recessed Balcony Sections	11/01/2007
33.03	Misc. Sections & Details	11/01/2007
33.04	Wall Sections @ Bay Windows	11/01/2007
33.05	Plan Details	11/01/2007
33.06	Plan Details	11/01/2007
33.07	Section Details	11/01/2007
33.08	Balcony Plans / Awning Details	11/01/2007
33.09	Balcony Railing Details	11/01/2007
33.10	Roof Details	11/01/2007
33.11	Link Sections & Details	11/01/2007

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33.12	Link Plans & Elevations	11/01/2007
33.13	Link Details	11/01/2007
33.14	Retaining Wall Details	11/01/2007
33.15	Areaway Details	11/01/2007
33.16	Areaway Details	11/01/2007
34.01	Elevator Plans & Sections	11/01/2007
34.02	Stair Plans & Sections	11/01/2007
34.03	Stair Details	11/01/2007
34.04	Stair Plans & Sections	11/01/2007
35.01	Wall Schedule	11/01/2007
35.02	Door Schedule	11/01/2007
35.02A	Door Schedule Details	11/01/2007
35.03	Window Schedule & Details	11/01/2007
35.04	Storefront Sched. & Details	11/01/2007
36.01	Typical Interior Details	11/01/2007
36.02	Elevator Plans & Interior Details	11/01/2007
36.03	Garage Plan and Sections	11/01/2007
36.04	Enlarged Plans	11/01/2007
36.05	Enlarged Plans & Interior Elevations	11/01/2007
36.06	Enlarged Plans & Interior Elevations	11/01/2007
36.07	Pedestrian Area Plan	11/01/2007
37.01	Garage Level Signage Plan	11/01/2007
37.02	Garage Signage Schedule	11/01/2007
38.01	Garage Level RCP	11/01/2007
38.02	Terrace Level RCP (Main Street)	11/01/2007
38.03	First Level RCP	11/01/2007
38.04	Second Level RCP	11/01/2007
38.05	Third Level RCP	11/01/2007
38.06	Fourth Level RCP	11/01/2007
38.07	Fifth Level RCP	11/01/2007
40.01	Terrace Level Floor Finish Plan	11/01/2007
40.02	Elevator Lobby Finish Plans	11/01/2007
40.03	Elevator Lobby & Lobby Finish Plans	11/01/2007
40.04	Exit Lobby & Doghouse Finish Plans	11/01/2007
45.01	Finish Schedule & Legend	11/01/2007
45.02	Residential Unit Finishes	11/01/2007
45.03	Residential Unit Amenities List	11/01/2007
48.01	Parking Garage Signage Plan	11/01/2007
48.02	Terrace Level Signage Plan	11/01/2007
48.03	First Floor Signature Plan	11/01/2007

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48.04	Second Floor Signage Plan	11/01/2007
48.05	Third Floor Signage Plan	11/01/2007
48.06	Fourth Floor Signage Plan	11/01/2007
48.07	Fifth Floor Signage Plan	11/01/2007
48.08	RB1.5 Signage Plans for RB2.2	11/01/2007
49.01	Parking Level Furniture Plan	11/01/2007
49.02	Terrace Level Furniture Plan	11/01/2007
49.03	First Floor Furniture Plan	11/01/2007
49.04	Second Floor Furniture Plan	11/01/2007
49.05	Third Floor Furniture Plan	11/01/2007
49.06	Fourth Floor Furniture Plan	11/01/2007
49.07	Fifth Floor Furniture Plan	11/01/2007
60.01	Parking Garage Foundation Plan	11/01/2007
60.02	Terrace Floor Framing Plan	11/01/2007
60.03	First Floor Framing Plan	11/01/2007
60.04	Second Floor Framing Plan	11/01/2007
60.05	Third Floor Framing Plan	11/01/2007
60.06	Fourth Floor Framing Plan	11/01/2007
60.07	Fifth Floor Framing Plan	11/01/2007
60.08	Roof Framing Plan	11/01/2007
60.09	Link Plans RB 2.2 to RB 2.5	11/01/2007
61.01	Structural Notes & Typical Details	11/01/2007
61.02	Sections	11/01/2007
61.03	Sections	11/01/2007
61.04	Sections	11/01/2007
61.05	Sections	11/01/2007
61.06	Sections	11/01/2007
64.01	Roof Truss Profiles	11/01/2007
65.01	Wall Elevations & Details	11/01/2007
65.02	Wall Elevations & Details	11/01/2007
65.03	Column Schedule	11/01/2007
70.00	Plumbing Schedule	11/01/2007
70.01	Subslab Plumbing Plan	11/01/2007
70.02	Garage Level Plumbing Plan	11/01/2007
70.03	Terrace Level Plumbing Plan	11/01/2007
70.04	First Floor Plumbing Plan	11/01/2007
70.05	Second Floor Plumbing Plan	11/01/2007
70.06	Third Floor Plumbing Plan	11/01/2007
70.07	Fourth Floor Plumbing Plan	11/01/2007
70.08	Fifth Floor Plumbing Plan	11/01/2007

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71.01	Plumbing Part Plans	11/01/2007
72.01	Plumbing Risers & Details	11/01/2007
73.01	Sanitary Riser Diagrams	11/01/2007
73.02	Sanitary Riser Diagrams	11/01/2007
73.03	Sanitary Riser Diagrams	11/01/2007
73.04	Domestic Water Riser Diagrams	11/01/2007
73.05	Domestic Water Riser Diagrams	11/01/2007
73.06	Domestic Water Riser Diagrams	11/01/2007
80.00	Mechanical Schedules	11/01/2007
80.01	Garage Level Mechanical Plan	11/01/2007
80.02	Terrace Level Mechanical Plan	11/01/2007
80.03	First Floor Mechanical Plan	11/01/2007
80.04	Second Floor Mechanical Plan	11/01/2007
80.05	Third Floor Mechanical Plan	11/01/2007
80.06	Fourth Floor Mechanical Plan	11/01/2007
80.07	Fifth Floor Mechanical Plan	11/01/2007
80.08	Roof Level Mechanical Plan	11/01/2007
81.01	Mechanical Part Plans	11/01/2007
82.01	Mechanical Details	11/01/2007
82.02	Mechanical Details	11/01/2007
83.01	HVAC Risers	11/01/2007
83.02	HVAC Risers	11/01/2007
84.01	Mechanical Schedules	11/01/2007
90.00	Legend, Abbreviations, & Schedules	11/01/2007
90.01	Parking Garage Plan - Lighting and Power	11/01/2007
90.02	Terrace Floor Plan - Lighting and Power	11/01/2007
90.03	First Floor Plan - Lighting and Power	11/01/2007
90.04	Second Floor Plan - Lighting and Power	11/01/2007
90.05	Third Floor Plan - Lighting and Power	11/01/2007
90.06	Fourth Floor Plan - Lighting and Power	11/01/2007
90.07	Fifth Floor Plan - Lighting and Power	11/01/2007
91.01	Part Plans	11/01/2007
92.01	Electrical Site Distribution System	11/01/2007
92.02	Details	11/01/2007
92.03	Special System Block Diagrams	11/01/2007
93.01	Power Riser	11/01/2007
93.02	Special Systems Risers and Details	11/01/2007
94.01	Panel Schedules	11/01/2007
HC UNIT STDS.	Standards	11/01/2007
Unit B3	Unit Plans - Arch., M/E/P	11/01/2007

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Unit B4	Unit Plans - Arch., M/E/P	11/01/2007
Unit C1	Unit Plans - Arch., M/E/P	11/01/2007
Unit C11.5	Unit Plans - Arch., M/E/P	11/01/2007
Unit C2	Unit Plans - Arch., M/E/P	11/01/2007
Unit C2h	Unit Plans - Arch., M/E/P	11/01/2007
Unit C8M	Unit Plans - Arch., M/E/P	11/01/2007
Unit D1.5	Unit Plans - Arch., M/E/P	11/01/2007
Unit D5M1	Unit Plans - Arch., M/E/P	11/01/2007
UNIT DTLS.	Standards	11/01/2007
Unit E2	Unit Plans - Arch., M/E/P	11/01/2007
Unit E3	Unit Plans - Arch., M/E/P	11/01/2007
Unit E3h	Unit Plans - Arch., M/E/P	11/01/2007
Unit E4	Unit Plans - Arch., M/E/P	11/01/2007
Unit F13M	Unit Plans - Arch., M/E/P	11/01/2007
Unit F4	Unit Plans - Arch., M/E/P	11/01/2007
Unit F4M	Unit Plans - Arch., M/E/P	11/01/2007
Unit F5	Unit Plans - Arch., M/E/P	11/01/2007
Unit G10	Unit Plans - Arch., M/E/P	11/01/2007
Unit G4	Unit Plans - Arch., M/E/P	11/01/2007
Unit G6	Unit Plans - Arch., M/E/P	11/01/2007
Unit G6M1	Unit Plans - Arch., M/E/P	11/01/2007
Unit H1	Unit Plans - Arch., M/E/P	11/01/2007
UNIT STDS.	Standards	11/01/2007

Sub: _____

EXHIBIT "B"

SUBCONTRACTOR SCOPE OF WORK

The subcontractor (Whirlpool Corporation) shall provide all materials, labor, equipment, tools, shop drawings, submittals, transportation, taxes, insurance, support functions, and any other items or services necessary for and reasonably incidental to the proper execution of the work, to complete the Residential Appliance work for the Maris Grove Residential Building 2.2 project in accordance with the Drawings and Specifications prepared by Marks, Thomas & Associates dated November 1, 2007 in general, Specification Sections 11452 Residential Equipment in particular, and in compliance with all applicable codes and regulations.

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

1. Supply and Install all residential equipment as indicated by the project documents.
2. Supply all sink disposals. Disposals shall be shipped separately from the rest of the appliances. Installation shall be by others.
3. Provide all required submittals, including shop drawings, samples, product data, and certifications in accordance with the Contract Documents.
4. Colors for appliances will be selected on a per floor basis, at a later date.
5. All appliances should be furnished and delivered on a per floor basis. Washer/Dryers, and ranges to be delivered with cord attached, all range hoods are ductless.
6. All damage caused by delivery and installation is the sole responsibility of Whirlpool Corporation. Erickson Construction will not be responsible.
7. Provide all standard and special warranties in accordance with the Contract Documents.
8. All applicable local, commonwealth, and federal taxes are included.
9. Subcontractor must have a valid Concord Township contractor license.
10. Work hours for all trades will only be permitted on Monday thru Friday from 7:05am to 5:00pm. All Saturday and work after 5:00pm must be pre-approved by Erickson Construction, LLC during the week prior to when the work is to be performed. Sunday work is not permitted on the Maris Grove, project site.
11. Subcontractor must properly coordinate all field activities with the appropriate Erickson Construction, LLC Project Superintendent.
12. Subcontractor shall work Saturdays at no additional cost to make-up for lost days due to inclement weather, other unforeseeable conditions, or as schedule dictates (only if caused by

EC: Sub:

sole negligence of this Subcontractor).

13. Authorized representatives of the subcontractor must attend weekly progress meetings held at the jobsite. Subcontractor's representatives must be familiar with the project and authorized to conclude matters relating to the work.

14. Subcontractor must provide full-time, English speaking, on-site supervision at all times during their work.

15. Complete all work in accordance with schedules provided by Erickson Construction, LLC.

16. Material Storage: All material must be stored in an area designated by the Project Superintendent and in such a manner that does not create a safety hazard to any structure or personnel and in an area designated. Subcontractor is responsible for any damage caused by improper materials stocking. Excess material and equipment must be removed in a timely manner. Subcontractor must protect from the elements all stored materials furnished and/or installed under this agreement. Subcontractor shall replace all materials damaged from improper storage.

17. Clean-Up: Subcontractor is responsible for the daily cleanup and disposal of all trash generated by their activities to a dumpster provided by Erickson Construction, LLC. On a daily basis the Subcontractor must promptly remove their trash and leave the work area broom clean. The Subcontractor shall have sufficient labor on site to keep their work areas clean and orderly on a daily basis so as to allow other trades access and to maintain a safe working environment.

18. Subcontractor shall provide all necessary manpower and equipment to receive, unload, store-on-site, stock, lift, and hoist all materials furnished and/or installed by this Subcontractor. Erickson to supply lift for the fourth and fifth floor deliveries.

19. Subcontractor shall be responsible for the equal performance of any item proposed or provided in lieu of the specified item.

20. All delivery and freight costs to the jobsite are included.

21. Subcontractor shall coordinate the location of cranes, delivery vehicles, other equipment and materials with the Erickson Construction, LLC Project Superintendent.

22. Subcontractor understands all construction vehicles and employees must use only the designated construction entrances located at Brinton Lake Rd. off of Rte. 1 and park only in designated areas. No construction traffic will be allowed to exit or enter off of Evergreen Dr. /Main Entrance. Exiting left onto Brinton Lake Road from the jobsite or entering right onto the job site off of Brinton Lake Road will never be allowed. Any subcontractor owned vehicle, subcontractor employee vehicles, subcontractor equipment, subcontractor's tier subcontractors and/or suppliers exiting or entering the job site other than as stipulated above will result in a minimum fine of $500.00 per occurrence to Subcontractor. The fine amount will be deducted from the contract between Erickson Construction and Subcontractor via change order each month.

EC Sub: ____

23. This subcontractor is to provide adequate and proper safety protection for its personnel and equipment and shall strictly comply with all the rules and regulations of the Federal Occupational Safety and Health Act, all other applicable health and safety laws and regulations, and of the Erickson Construction Safety Program. Hard hats, thick soled shoes (not sneakers), full length pants and shirts are to be worn by all personnel employed on the job by this Subcontractor at all times. Payments may be withheld in the form of fines for violations. Accidents to personnel of this Subcontractor, no matter how minor, will be promptly reported in detail to the Project Superintendent and/or site safety officer within twenty four (24) hours of the incident. Photographs must be taken by the Subcontractor of the accident location and copies of those and all applicable hospital reports must be submitted. Fines levied by Erickson Construction, LLC due to acts of this Subcontractor for failure to comply with the safety regulations and requirements of OSHA and all other applicable health and safety laws and regulations, will be paid by this Subcontractor or deducted from its Subcontract amount as described elsewhere in the Subcontract. This Subcontractor and its sub-subcontractors may be required to provide a copy of its Safety Program to the Project Superintendent prior to commencing work at the project site. No cost extras or time extensions will be recognized for failure to meet the requirement.

Whirlpool Specific Items

1. In paragraph 1 "The Subcontract Documents", add a sentence after 1.2 that reads as follows: "Irrespective of the foregoing, and/or any provision of this Subcontract Agreement in the event that there is a discrepancy between this Subcontract Agreement and the provisions of the Prime Contract, General Conditions to the Prime Contract, Drawings or Specifications, this Subcontract Agreement shall prevail.

2. In paragraph 8.3, "Contract Remedies", delete the word "any" from the third to the last sentence.

3. In paragraph 13.2, "Settlement of Disputes", delete the phrase "and to pay or reimburse Contractor for all costs incurred by Contractor in connection with the dispute including attorney's fees and court cost." Replace with "and the prevailing party shall be entitled to recover all costs incurred in connection with the dispute including attorney's fees and court costs."

4. In paragraph 13.3, "Settlement of Disputes", delete this paragraph in its entirety.

5. In paragraph 14.8, "Examination of Prior Work", add the following to the end of the paragraph, "Deficiency's must be visible and clearly obvious and Subcontractor must have the ability to detect."

Sub:

Sub: Whirlpool Corporation
Cost Code: 512RB22 - 48400-114520

EXHIBIT "C"

SUBCONTRACTOR SCHEDULE OF VALUES

1. Subcontractor agrees to perform the Work in accordance with the terms and provisions of the Subcontract and in accordance with the Contract Documents. Subcontractor shall perform the Work as detailed and in accordance with the Subcontract Analysis for the sum of $151,157.06.

EC: Sub:

Sub: Whirlpool Corporation
Cost Code: 512RB22 - 48400-114520

Exhibit "D.1"

Instructions for "Exhibit D"

Subcontractors/Suppliers shall submit attached Application and Certificate for Payment (Exhibit D) for payment processing to:

ERICKSON CONSTRUCTION, L.L.C.
115 Brinton Lake Road
Glen Mills, PA, 19342

ATTN: Project Manager, Randy Craig

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

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

Sub:

Sub: Whirlpool Corporation
Cost Code: 512RB22 - 48400-114520

EXHIBIT "D"
APPLICATION AND CERTIFICATE FOR PAYMENT

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

FROM: Whirlpool Corporation

DATE:

PROJECT: 512RB22
JOB: Residential Building 2.2
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	512RB22
COST CODE #	48400-114520
APPROVED BY	
APPROVED DATE	

FINAL PAYMENT	
PUNCH LIST COMPLETED	☐ YES ☐ NO
WARRANTY COMPLETED	☐ YES ☐ NO
ATTIC STOCK DELIVERED	☐ YES ☐ NO
O&M (CLOSEOUT BOOK -DEL)	☐ YES ☐ NO
CHANGE ORDERS COMPLETED	☐ YES ☐ NO

FOR ACCOUNTING USE ONLY	
DATE RECEIVED	
REVIEWED BY	

EC: _____ Sub: _____

Sub: Whirlpool Corporation
Cost Code: 512RB22 - 48400-114520

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.

Sub: ____

Sub: Whirlpool Corporation
Cost Code: 512RB22 - 48400-114520

EXHIBIT "E"

CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

STATE OF:

COUNTY OF:

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

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

The UNDERSIGNED being duly sworn states that he is the _____ (title) of _____ (firm) who has a contract with _____ for furnishing _____ for the improvements being erected on real estate known and identified as Maris Grove Residential Building 2.2 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 _____

_____
Contractor/Supplier/Subcontractor

By: _____
Signature & Title (Must be an Officer)

Signed and sworn to before me this _____ Day of _____, 20 _____

My Commission Expires: _____ _____
Notary Public Signature

EC: _____ Sub: _____

Sub: Whirlpool Corporation
Cost Code: 512RB22 - 48400-114520

EXHIBIT "F"

CONTRACTORS, SUBCONTRACTORS AND SUPPLIER FINAL RELEASE OF LIENS

STATE OF:)
) S.S.
COUNTY OF:)

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

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

The UNDERSIGNED being duly sworn states that he is the _____ (title) of _____ (firm) who has a contract with _____ for furnishing _____ for the improvements being erected on real estate known and identified as Maris Grove Residential Building 2,2 located in _____ County, State of _____ and owned by _____.

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

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

Signed this _____ day of _____, 20 _____.

_____
Contractor/Supplier/Subcontractor

By: _____
(Title)

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

My Commission Expires:

_____
Notary Public

EC: Sub: _____

Sub: Whirlpool Corporation
Cost Code: 512RB22 - 48400-114520

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: 0

Sub: Whirlpool Corporation
Cost Code: 512RB22 - 48400-114520

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

N/A

EC: Sub:

Sub: Whirlpool Corporation
Cost Code: 512RB22 - 48400-114520

EXHIBIT "H" Schedule A
INSURANCE

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

TYPE OF COVERAGE	AMOUNT OF COVERAGE
AD.1 Worker's Compensation Employer's Liability	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
AD.2 Commercial General Liability: 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). The policy must not be limited by Residential construction exclusions regarding any and all work performed under this agreement.	Occurrence Form, minimum required limits: 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.
A.D.3 Business Auto Liability: covering any automobile, including hired and non-owned auto's	Minimum required limits: Bodily Injury Each Person: $1,000,000. Bodily Injury Each Accident: $1,000,000. Property Damage Each Accident: $1,000,000. Or, $1,000,000. combined bodily injury and property damage each accident limit for all of the above
AD.5 Property Insurance: covering all personal property including rented, leased or borrowed tools and equipment brought on site by Subcontractor. Subcontractor hereby waives all right of recovery against Contractor, its parent company, Owner, and Operator for loss or damage to such property however caused.	Replacement Cost or Actual Cash Value

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

EC: _____ Sub: _____

EXHIBIT

B

Sub: Whirlpool Corporation
Cost Code: 512RB22 - 48400-114520

EXHIBIT "D"
APPLICATION AND CERTIFICATE FOR PAYMENT

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

FROM: Whirlpool Corporation

DATE:

PROJECT: 512RB22
JOB: Residential Building 2.2
APPLICANT NO.:
PERIOD TO:

1. Original Contract Amount	$ 151,157.06
2. Change Orders Issued to Date (Thru C.O. # 5)	$ 7,849.30
3. Contract Sum to Date (Line 1+2)	$ 159,006.36
4. Total Completed & Stored to Date	$ 159,006.36
5. Less Retainage (10 %)	$ 15,900.64
6. Total Earned to Date Less Retainage (Line 4-5)	$ 143,105.72
7. Less Previous Requisitions	$ 105,390.62
8. Payment Due This Period (Line 6-7)	$ 53,615.74

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: Donna Ryburn / Sr. Accts Spec Date: 7/14/09
(Officer, General Partner, or Owner)

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

NOTES:

TO BE COMPLETED BY PROJECT MANAGER

RETAINAGE RELEASE	$
PROGRESS BILLING	$
RETAINAGE HELD	$
TOTAL AMOUNT DUE	$
PROJECT NUMBER	512RB22
COST CODE #	48400-114520
APPROVED BY	
APPROVED DATE	

FINAL PAYMENT	
PUNCH LIST COMPLETED	☐ YES ☐ NO
WARRANTY COMPLETED	☐ YES ☐ NO
ATTIC STOCK DELIVERED	☐ YES ☐ NO
O&M (CLOSEOUT BOOK-DEL)	☐ YES ☐ NO
CHANGE ORDERS COMPLETED	☐ YES ☐ NO

FOR ACCOUNTING USE ONLY	
DATE RECEIVED	
REVIEWED BY	

EC: _____ Sub: _____

SCHEDULE II

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

TO (CONTRACTOR):
Erickson Construction LLC
115 Brinton Lake Road
Glen Mills, PA 19342

PROJECT: Maris Grove 2.2
Job No: 512-RB2.2-48400-114520
PO#:

APPLICATION: BILL COMPLETE (REVISED)
PERIOD TO: 6/15/2009
DATE: 6/15/2009

FROM (SUBCONTRACTOR):
Whirlpool Corporation
412 N. Peters Rd
Knoxville, TN 36922

CONTRACT DATE:

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Contractor

Date Approved	No.	Additions	Deductions
1/5/2009	1	$2,017.18	
13-Feb-	2	$2,085.02	
4/21/2009	3	$2,567.32	
6/29/2009	4	$899.94	
7/14/2009	6	$279.84	
	Totals	$7,849.30	$0.00

Change Orders approved this month by Contractor

Date Approved	No.	Additions	Deductions
	Totals	$0.00	$0.00

Net Change by Change Orders: $7,849.30

The undersigned Subcontractor certifies that to the best of his knowledge, information, and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for the Work Which previous certificates for Payment were issued band payments received from the Contractor and that current payment shown herein is now due

SUBCONTRACTOR:

Donna Rybarn

Credit Representative

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

The present status of the accont for this Contract is as follows:

ORIGINAL CONTRACT SUM	$	151,157.06
Net Change by Change Orders		$7,849.30
CONTRACT SUM TO DATE	$	159,006.36
TOTAL COMPLETED AND STORED TO DATE: (Column G on G703)	$	159,006.36
RETAINAGE 10% (or total in Colum I on G703)	$	15,900.64
TOTAL EARNED LESS RETAINAGE	$	143,105.72
LESS PREVIOUS CERTIFICATES FOR PAYMENT	$	105,390.62
CURRENT PAYMENT DUE.....	$	53,615.74

State of: Tennessee County of: Knox

Subscribed and sworn to before me this 14th day of July, 2009.

Notary Public: Carol D. Moore

My commission expires 10/2/11

My commission expires:

CAROL D. MOORE STATE OF TENNESSEE NOTARY PUBLIC KNOX COUNTY

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, Continuation Sheet, is attached.

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

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

AIA DOCUMENT G703

APPLICATION NO: BILL COMPLETE (REVISED)

APPLICATION DATE: 8/18/2009

PERIOD TO: 8/15/2009

ARCHITECT'S PROJECT NO: 512RB22-48400-114520

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
QTY	DESCRIPTION OF WORK	SCHEDULED VALUES	FROM PREVIOUS APPLICATION	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G-C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
123	Porcelain Broiler Pans 4398623	$ 651.90	$ 424.00	$ 227.90		$ 651.90	100.00%	$ -	$ 65.19
123	Dishwasher DU8108WPQ	$ 21,643.08	$ 14,078.80	$ 7,564.28		$ 21,643.08	100.00%	$ 0.00	$ 2,164.31
123	Refrigerators ET8CHEXSQ	$ 49,935.54	$ 32,478.40	$ 17,457.14		$ 49,935.54	100.00%	$ -	$ 4,993.55
123	Disposers GC1000XE	$ 4,140.36	$ 4,140.36			$ 4,140.36	100.00%	$ -	$ 414.04
123	Install Microhoods ICMWQ	$ 4,041.78	$ 2,628.80	$ 1,412.98		$ 4,041.78	100.00%	$ (0.00)	$ 404.18
123	Refrigerator Installs ICRFNW	$ 2,477.22	$ 1,611.20	$ 866.02		$ 2,477.22	100.00%	$ -	$ 247.72
123	Install Ranges ICRGE	$ 3,129.12	$ 2,025.66	$ 1,103.46		$ 3,129.12	100.00%	$ 0.00	$ 312.91
123	Ranges RF263LXTQ	$ 35,463.36	$ 23,094.22	$ 12,369.14		$ 35,463.36	100.00%	$ -	$ 3,546.34
123	Range Cords PT400	$ 912.66	$ 593.60	$ 319.06		$ 912.66	100.00%	$ (0.00)	$ 91.27
123	Microhoods MH1170XSQ	$ 20,208.90	$ 13,144.00	$ 7,064.90		$ 20,208.90	100.00%	$ -	$ 2,020.89
3	Porcelain Broiler Pans 4398623	$ 15.90		$ 15.90		$ 15.90	100.00%	$ (0.00)	$ 1.59
3	Dishwasher DU1100XTPQ	$ 740.94		$ 740.94		$ 740.94	100.00%	$ -	$ 74.09
3	Refrigerators GB66HDXPQ	$ 2,744.34		$ 2,744.34		$ 2,744.34	100.00%	$ -	$ 274.43
3	Ranges GY397LXUQ	$ 2,057.46		$ 2,057.46		$ 2,057.46	100.00%	$ -	$ 205.75
3	Range Cords PT400	$ 22.26		$ 22.26		$ 22.26	100.00%	$ (0.00)	$ 2.23
3	Microwaves MT4078SPQ	$ 295.74		$ 295.74		$ 295.74	100.00%	$ -	$ 29.57
3	Range Hoods RH2830XJQ	$ 108.12		$ 108.12		$ 108.12	100.00%	$ -	$ 10.81
3	Install Ranges ICRGE	$ 76.32		$ 76.32		$ 76.32	100.00%	$ 0.00	$ 7.63
3	Refrigerator Installs ICRFNW	$ 60.42		$ 60.42		$ 60.42	100.00%	$ -	$ 6.04
3	Install Range Hood ICRGHD	$ 50.88		$ 50.88		$ 50.88	100.00%	$ -	$ 5.09
	Community Laundry								
1	Dryers WGD85005W	$ 629.64	$ 629.64			$ 629.64	100.00%	$ -	$ 62.96
2	Washer WFW85005W	$ 1,329.24	$ 1,176.54	$ 153.70		$ 1,329.24	100.00%	$ -	$ 132.92
3	Pedestals WHP1000SQ	$ 324.36	$ 324.36			$ 324.36	100.00%	$ -	$ 32.44
2	Uncrate Dryers UCDRWS	$ 21.20	$ 16.90	$ 5.30		$ 21.20	100.00%	$ -	$ 2.12
1	Uncrate Washer UCDRWB	$ 10.60		$ 10.60		$ 10.60	100.00%	$ -	$ 1.06
3	Install Pedestals ICPED	$ 50.88	$ 38.16	$ 12.72		$ 50.88	100.00%	$ 0.00	$ 5.09
1	Dryer Cords PT400L	$ 7.42	$ 6.36	$ 1.06		$ 7.42	100.00%	$ -	$ 0.74
1	Attach Dryer Cords ATPC	$ 7.42	$ 5.30	$ 2.12		$ 7.42	100.00%	$ -	$ 0.74
						$ -		$ -	$ -
	Total Subcontract Amount	$ 151,157.06	$ 96,412.30	$ 54,744.76	$ -	$ 151,157.06	100.00%	$ 0.00	$ 15,115.71
	Approved Change Orders								
	Change Orders					$ -		$ -	$ -
#1	Range Upgrades					$ -		$ -	$ -
	Terrace Level	$ 550.14	$ 550.14			$ 550.14	100.00%	$ -	$ 55.01
	First Floor	$ 1,100.28	$ 1,100.28			$ 1,100.28	100.00%	$ -	$ 110.03
	Second Floor	$ 366.76	$ 366.76			$ 366.76	100.00%	$ -	$ 36.68
#2	UCounter Micro Home Health Area	$ 98.58	$ 84.80	$ 13.78		$ 98.58	100.00%	$ -	$ 9.86
	RDRF - 66 units	$ 1,185.08	$ 220.48	$ 964.60		$ 1,185.08	100.00%	$ -	$ 118.51
	OU ST charges	$ 801.36	$ 515.16	$ 286.20		$ 801.36	100.00%	$ 0.00	$ 80.14
#3	Range Upgrades					$ -		$ -	$ -
	Fifth Floor	$ 1,283.66		$ 1,283.66		$ 1,283.66	100.00%	$ -	$ 128.37
	Fourth Floor	$ 1,100.28		$ 1,100.28		$ 1,100.28	100.00%	$ -	$ 110.03
	Third Floor	$ 183.38	$ 183.38			$ 183.38	100.00%	$ -	$ 18.34
#4	Unit 410 Ref to MBF1956KEQ	$ 685.82		$ 685.82		$ 685.82	100.00%	$ -	$ 68.58
	Unit 523 ADA - MBF1956KEQ (UG)	$ 177.02		$ 177.02		$ 177.02	100.00%	$ -	$ 17.70
	Unit 523 ADA - MT4155SPT (UG)	$ 37.10		$ 37.10		$ 37.10	100.00%	$ -	$ 3.71
#5	Range Backsplashes 421, 521, 523	$ 279.84		$ 279.84		$ 279.84	100.00%	$ -	$ 27.98
	TOTAL CHANGE ORDER	$ 7,849.30	$ 3,021.00	$ 4,828.30		$ 7,849.30		$ 0.00	$ 784.93
	TOTAL CONTRACT TODATE	$ 159,006.36	$ 99,433.30	$ 59,573.06	$ -	$ 159,006.36	100.00%	$ 0.00	$ 15,900.64

Sub: Whirlpool Corporation
Cost Code: 512RB22 - 48400-114520

EXHIBIT "D"
APPLICATION AND CERTIFICATE FOR PAYMENT

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

FROM: Whirlpool Corporation

DATE:

PROJECT: 512RB22
JOB: Residential Building 2,2
APPLICANT NO.:
PERIOD TO:

1. Original Contract Amount	$ 151,157.06
2. Change Orders Issued to Date (Thru C.O. # 5)	$ 7849.30
3. Contract Sum to Date (Line 1+2)	$ 159,006.36
4. Total Completed & Stored to Date	$ 159,006.36
5. Less Retainage (10 %)	$ 15,900.64
6. Total Earned to Date Less Retainage (Line 4-5)	$
7. Less Previous Requisitions	$
8. Payment Due This Period (Line 6-7)	$ 15,900.64

Billing Retainage

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: Donna Rybum / Sr Accts Spec Date: 7/14/09
(Officer, General Partner, or Owner)

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

NOTES:

TO BE COMPLETED BY PROJECT MANAGER

RETAINAGE RELEASE	$
PROGRESS BILLING	$
RETAINAGE HELD	$
TOTAL AMOUNT DUE	$
PROJECT NUMBER	512RB22
COST CODE #	48400-114520
APPROVED BY	
APPROVED DATE	

FINAL PAYMENT	
PUNCH LIST COMPLETED	☐ YES ☐ NO
WARRANTY COMPLETED	☐ YES ☐ NO
ATTIC STOCK DELIVERED	☐ YES ☐ NO
O&M (CLOSEOUT BOOK-DEL)	☐ YES ☐ NO
CHANGE ORDERS COMPLETED	☐ YES ☐ NO

FOR ACCOUNTING USE ONLY	
DATE RECEIVED	
REVIEWED BY	

EC: _____ Sub: _____

SCHEDULE II

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

TO (CONTRACTOR):
Erickson Construction LLC
115 Brinton Lake Road
Glen Mills, PA 19342

PROJECT: Marls Grove 2.2
Job No: 612-RB2.2-48400-114520
PO#:

APPLICATION: RETAINAGE (REVISED)
PERIOD TO: 6/29/2009
DATE: 6/29/2009

FROM (SUBCONTRACTOR):
Whirlpool Corporation
412 N. Peters Rd
Knoxville, TN 38922

CONTRACT DATE:

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Contractor

Date Approved	No.	Additions	Deductions
1/5/2009	1	$2,017.18	
13-Feb	2	$2,085.02	
4/21/2009	3	$2,567.32	
6/29/2009	4	$899.94	
7/14/2009	5	$279.84	
	Totals	$7,849.30	$0.00

Change Orders approved this month by Contractor

Date Approved	No.	Additions	Deductions
	Totals	$0.00	$0.00

Net Change by Change Orders: $7,849.30

The undersigned Subcontractor certifies that to the best of his knowledge, information, and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for the Work Which previous certificates for Payment were issued band payments received from the Contractor and that current payment shown herein is now due

SUBCONTRACTOR:

Donna Lyburn

Credit Representative

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

The present status of the accont for this Contract is as follows:

ORIGINAL CONTRACT SUM	$	151,157.06
Net Change by Change Orders		$7,849.30
CONTRACT SUM TO DATE	$	159,006.36
TOTAL COMPLETED AND STORED TO DATE: (Column G on G703)	$	159,006.36
RETAINAGE 10% (or total in Colum I on G703)		
TOTAL EARNED LESS RETAINAGE	$	159,006.36
LESS PREVIOUS CERTIFICATES FOR PAYMENT	$	143,105.72
CURRENT PAYMENT DUE.....	$	15,900.64

State of: Tennessee County of: Knox

Subscribed and sworn to before me this 17th day of July, 2009.

Notary Public: Carol D. Moore

My commission expires: My commission expires 10/2/11

CAROL D. MOORE STATE OF TENNESSEE NOTARY PUBLIC KNOX COUNTY

CONTINUATION SHEET

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

AIA DOCUMENT G703
APPLICATION NO: RETAINAGE
APPLICATION DATE: 6/29/2009
PERIOD TO: 6/29/2009
ARCHITECT'S PROJECT NO: 512RB22-48400-114620

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
QTY	DESCRIPTION OF WORK	SCHEDULED VALUES	FROM PREVIOUS APPLICATION	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G-C)	BALANCE TO FINISH (C-G)	RETAINAGE IF VARIABLE RATE)
123	Porcelain Broiler Pans 4396923	$ 651.90	$ 651.90			$ 651.90	100.00%	$ -	$ 65.19
123	Dishwasher DU810SWPQ	$ 21,643.08	$ 21,643.08			$ 21,643.08	100.00%	$ -	$ 2,164.31
123	Refrigerators ET8CHEXSQ	$ 49,935.54	$ 49,935.54			$ 49,935.54	100.00%	$ -	$ 4,993.55
126	Disposers GC1000XE	$ 4,140.36	$ 4,140.36			$ 4,140.36	100.00%	$ -	$ 414.04
123	Install Microhoods ICMWO	$ 4,041.78	$ 4,041.78			$ 4,041.78	100.00%	$ (0.00)	$ 404.18
123	Refrigerator Installs ICRFNW	$ 2,477.22	$ 2,477.22			$ 2,477.22	100.00%	$ 0.00	$ 247.72
123	Install Ranges ICRGE	$ 3,129.12	$ 3,129.12			$ 3,129.12	100.00%	$ 0.00	$ 312.91
123	Ranges RF263LXTQ	$ 35,463.36	$ 35,463.36			$ 35,463.36	100.00%	$ -	$ 3,546.34
123	Range Cords PT400	$ 912.66	$ 912.66			$ 912.66	100.00%	$ -	$ 91.27
123	Microhoods MH1170XSQ	$ 20,208.90	$ 20,208.90			$ 20,208.90	100.00%	$ -	$ 2,020.89
3	Porcelain Broiler Pans 4396923	$ 15.90	$ 15.90			$ 15.90	100.00%	$ (0.00)	$ 1.59
3	Dishwasher DU1100XTPQ	$ 740.94	$ 740.94			$ 740.94	100.00%	$ -	$ 74.09
3	Refrigerators GB9SHDXPQ	$ 2,744.34	$ 2,744.34			$ 2,744.34	100.00%	$ -	$ 274.43
3	Ranges GY397LXUQ	$ 2,057.46	$ 2,057.46			$ 2,057.46	100.00%	$ -	$ 205.75
3	Range Cords PT400	$ 22.26	$ 22.26			$ 22.26	100.00%	$ (0.00)	$ 2.23
3	Microwaves MT4078SPQ	$ 295.74	$ 295.74			$ 295.74	100.00%	$ -	$ 29.57
3	Range Hoods RH2630XJQ	$ 108.12	$ 108.12			$ 108.12	100.00%	$ -	$ 10.81
3	Install Ranges ICRGE	$ 76.32	$ 76.32			$ 76.32	100.00%	$ 0.00	$ 7.63
3	Refrigerator Installs ICRFNW	$ 60.42	$ 60.42			$ 60.42	100.00%	$ -	$ 6.04
3	Install Range Hood ICRGHD	$ 50.88	$ 50.88			$ 50.88	100.00%	$ -	$ 5.09
	Community Laundry								
1	Dryers WGD8300SW	$ 629.64	$ 629.64			$ 629.64	100.00%	$ -	$ 62.96
2	Washer WFW8300SW	$ 1,329.24	$ 1,329.24			$ 1,329.24	100.00%	$ -	$ 132.92
3	Pedestals WHP1000SQ	$ 324.36	$ 324.36			$ 324.36	100.00%	$ -	$ 32.44
2	Uncrate Dryers UCDRWS	$ 21.20	$ 21.20			$ 21.20	100.00%	$ -	$ 2.12
1	Uncrate Washer UCDRWS	$ 10.60	$ 10.60			$ 10.60	100.00%	$ -	$ 1.06
3	Install Pedstals ICPED	$ 50.88	$ 50.88			$ 50.88	100.00%	$ -	$ 5.09
1	Dryer Cords PT400L	$ 7.42	$ 7.42			$ 7.42	100.00%	$ -	$ 0.74
1	Attach Dryer Cords ATPC	$ 7.42	$ 7.42			$ 7.42	100.00%	$ -	$ 0.74
						$ -	-	$ -	$ -
	Total Subcontract Amount	$ 151,157.06	$ 151,157.06	$ -	$ -	$ 151,157.06	100.00%	$ 0.00	$ 15,115.71
	Approved Change Orders								
	Change Orders					$ -	-	$ -	$ -
#1	Range Upgrades					$ -		$ -	$ -

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
QTY	DESCRIPTION OF WORK	SCHEDULED VALUES	FROM PREVIOUS APPLICATION	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G-C)	BALANCE TO FINISH (C-G)	RETAINAGE IF VARIABLE RATE)
	Terrace Level	$ 550.14	$ 550.14			$ 550.14	100.00%	$ -	$ 55.01
	First Floor	$ 1,100.28	$ 1,100.28			$ 1,100.28	100.00%	$ -	$ 110.03
	Second Floor	$ 366.76	$ 366.76			$ 366.76	100.00%	$ -	$ 36.68
#2	U/Counter Micro Home Health Area	$ 98.58	$ 98.58			$ 98.58	100.00%	$ -	$ 9.86
	RDRF - 86 units	$ 1,185.08	$ 1,185.08			$ 1,185.08	100.00%	$ -	$ 118.51
	DU ST charges	$ 801.36	$ 801.36			$ 801.36	100.00%	$ -	$ 80.14
#3	Range Upgrades					$ -		$ -	$ -
	Fifth Floor	$ 1,283.66	$ 1,283.66			$ 1,283.66	100.00%	$ -	$ 128.37
	Fourth Floor	$ 1,100.28	$ 1,100.28			$ 1,100.28	100.00%	$ -	$ 110.03
	Third Floor	$ 183.38	$ 183.38			$ 183.38	100.00%	$ -	$ 18.34
#4	Unit 410 Ref to MBF1956KEQ	$ 685.82	$ 685.82			$ 685.82	100.00%	$ -	$ 68.58
	Unit 523 ADA - MBF1956KEQ (UG)	$ 177.02	$ 177.02			$ 177.02	100.00%	$ -	$ 17.70
	Unit 523 ADA - MT4155SPT (UG)	$ 37.10	$ 37.10			$ 37.10	100.00%	$ -	$ 3.71
#5	Range Backsplashes 421, 521, 523	$ 279.84	$ 279.84			$ 279.84	100.00%	$ -	$ 27.98
	TOTAL CHANGE ORDER	$ 7,849.30	$ 7,849.30	$ -		$ 7,849.30		$ -	$ 784.93
	TOTAL CONTRACT TODATE	$ 159,006.36	$ 159,006.36	$ -	$ -	$ 159,006.36	100.00%	$ 0.00	$ 15,900.64

EXHIBIT

C

Erickson
construction, LLC

Contract Change Order

Project: Maris Grove Residential Building 2.2

Change Order Number: WHR-05

Project Address: 115 Brinton Lake Road
Glen Mills, PA 19342

From: Randy Craig
Maris Grove Residential Building 2.2
Erickson Construction, LLC.
115 Brinton Lake Road
Glen Mills, PA, 19342

To: Ms. Janet Falco
Whirlpool Corporation

1639 Midland Avenue

Highland Park, IL, 60035
(865) 470-5975x

Date: 07/14/2009

Cost Code: 114500-48400

Contract For: Residential Equipment (Sub)

Description: Furnish three backsplash additions (two models UXA9107AAW, one model UXA9107AAQ) for drop-in ranges located in units 421, 521, 523.

Name	Cost
Range Backsplashes	$279.84

Original Contract:	$151,157.06
Previous CCO's:	$7,569.46
This CCO:	$279.84
Total Contract:	**$159,006.36**

Whirlpool Corporation	Erickson Construction, LLC.
Signed: Donna S. Ryburn	Signed:
By: Donna S. Ryburn, Senior Account Specialist	By: David Tague, Vice President
Date: 7/14/09	Date:

Erickson Residential Communities

Erickson
construction, LLC

Contract Change Order

Project: Maris Grove Residential Building 2.2

Change Order Number: WHR-01

Project Address: 115 Brinton Lake Road
Glen Mills, PA 19342

From: Randy Craig
Maris Grove Residential Building 2.2
Erickson Construction, LLC.
115 Brinton Lake Road
Glen Mills, PA, 19342

To: Ms. Janet Falco
Whirlpool Corporation

1639 Midland Avenue

Highland Park, IL, 60035
(865) 470-5975x

RECEIVED
FEB 2 0 2009
Erickson Construction
Maris Grove

Date: 01/14/2009

Cost Code: 114500-48400

Contract For: Residential Equipment (Sub)
Description: Resident Selections

Name	Cost
Terrace Level Range Upgrades	$550.14
First Floor Range Upgrades	$1,100.28
Second Floor Range Upgrades	$366.76

Original Contract:	$151,157.06
Previous CCO's:	$0.00
This CCO:	$2,017.18
Total Contract:	**$153,174.24**

Whirlpool Corporation	Erickson Construction, LLC.
Signed: Donna S. Ryburn	Signed:
By: Donna S. Ryburn, Senior Account Specialist	By: George Brown, Vice President
Date:	Date: MAR 0 3 2009

Erickson

Erickson
construction, LLC

RECEIVED
FEB 17 2009
Erickson Construction
Maris Grove

Contract Change Order

Project: Maris Grove Residential Building 2.2

Change Order Number: WHR-02

Project Address: 115 Brinton Lake Road
Glen Mills, PA 19342

From: Randy Craig
Maris Grove Residential Building 2.2
Erickson Construction, LLC.
115 Brinton Lake Road
Glen Mills, PA, 19342

To: Ms. Janet Falco
Whirlpool Corporation

1639 Midland Avenue

Highland Park, IL, 60035
(865) 470-5975x

Date: 01/27/2009
Cost Code: 114500-48400
Contract For: Residential Equipment (Sub)
Description: Scope Changes

Name	Cost
Under-Counter Microwave - Home Health Area	$98.58
Door Swing Reversals - 86 units	$1,185.08
Dishwasher unloading and placement	$801.36

Original Contract:	$151,157.06
Previous CCO's:	$2,017.18
This CCO:	$2,085.02
Total Contract:	**$155,259.26**

Whirlpool Corporation	Erickson Construction, LLC.
Signed: Donna S. Ryburn	Signed:
By: Donna S. Ryburn, Senior Account Specialist	By: George Brown, Vice President
Date:	Date: FEB 19 2009

2/13/

Erickson

Erickson
construction, LLC

Contract Change Order

Project: Maris Grove Residential Building 2.2

Change Order Number: WHR-03

Project Address: 115 Brinton Lake Road
Glen Mills, PA 19342

From: Randy Craig
Maris Grove Residential Building 2.2
Erickson Construction, LLC.
115 Brinton Lake Road
Glen Mills, PA, 19342

To: Ms. Janet Falco
Whirlpool Corporation

1639 Midland Avenue

Highland Park, IL, 60035
(865) 470-5975x

Date: 03/13/2009

Cost Code: 114500-48400

Contract For: Residential Equipment (Sub)
Description: Resident Selections

Name	Cost
Fifth Floor Appliance Upgrades	$1,283.66
Fourth Floor Appliance Upgrades	$1,100.28
Third Floor Appliance Upgrades	$183.38

Original Contract:	$151,157.06
Previous CCO's:	$4,102.20
This CCO:	$2,567.32
Total Contract:	**$157,826.58**

Whirlpool Corporation	Erickson Construction, LLC.
Signed: Donna S. Ryburn	Signed:
By: Donna S. Ryburn, Sr. Account Specialist	By: George Brown, Vice President
Date:	Date: APR 21 2009

Erickson Retirement Communities

Erickson
construction, LLC

Contract Change Order

Project: Maris Grove Residential Building 2.2

Change Order Number: WHR-04

Project Address: 115 Brinton Lake Road
Glen Mills, PA 19342

From: Randy Craig
Maris Grove Residential Building 2.2
Erickson Construction, LLC.
115 Brinton Lake Road
Glen Mills, PA, 19342

To: Ms. Janet Falco
Whirlpool Corporation

1639 Midland Avenue

Highland Park, IL, 60035
(865) 470-5975x

Date: 06/19/2009

Cost Code: 114500-48400

Contract For: Residential Equipment (Sub)

Description: ADA compliant refrigerator and microwave models for unit 523. Models had to change in order to obtain "biscuit" color selection. Biscuit freezer-under refrigerator also required in Unit 410 according to resident selections.

Name	Cost
Cost Difference for Unit 410 Refrigerator - Freezer-Under - MBF1956KEQ	$685.82
Cost Difference for Unit 523 Refrigerator - Freezer-Under - MBF1956KEQ	$177.02
Cost Difference for Unit 523 Microwave - Counter-Top - MT4155SPT	$37.10

Original Contract:	$151,157.06
Previous CCO's:	$6,669.52
This CCO:	$899.94
Total Contract:	**$158,726.52**

Whirlpool Corporation	Erickson Construction, LLC.
Signed: Donna S Rykun	Signed:

Erickson

TJC 6-29-09

By: Donna S. Ryburn, Sr. Account Specialist Date: 6/29/09	By: David Tague, Vice President Date:

EXHIBIT

D

Whirlpool CORPORATION

P.O. Box 36000, Knoxville, TN 37930

September 24, 2009

SENT VIA CERTIFIED & REGULAR MAIL

Erickson Construction, LLC
ATTN: David Tague
703 Maiden Choice Lane
Baltimore, MD 21228

Re: Past Due Balances of $117,499.94 and $69,516.39
Maris Grove 2.4 & Maris Grove 2.2

Dear Mr. Tague:

As you are aware, subject accounts with Whirlpool Corporation are seriously delinquent. Accordingly, accounts are in default under the terms of the agreement and the entire account balances are now due and payable.

Demand is hereby made for immediate payment in full of $117,499.94 and $69,516.39 via certified funds or wire transfer within ten (10) days from the date of this letter.

Your immediate attention to this matter is expected. If full payment is not received by the tenth day, the account will be turned over to Whirlpool's Legal/Recovery Department. To avoid the imposition of legal process, which will increase the costs to you, please remit the full amount no later than ten (10) days from the date of this letter.

If paying by wire transfer, remit payment to:

Chase Manhattan Bank
Attn: Whirlpool Corporation
1 Chase Manhattan Plaza
New York, NY 10005
Account # 323404553
R/T # 021000021
Swift Code # CHASUS33
Reference # 2150769 Maris Grove 2.4 and 2147182 Maris Grove 2.2

Or, if paying via certified check, mail check, noting account numbers 2150769 and 2147182, to:

Whirlpool Corporation
P.O. BOX 532415
Atlanta, GA 30353-2415

If you have any questions, do not hesitate to contact me.

Sincerely,

Carol D Moore

Carol Moore
865-470-6237

Whirlpool CORPORATION

P.O. Box 36000, Knoxville, TN 37930

September 24, 2009

SENT VIA CERTIFIED & REGULAR MAIL

Erickson Construction, LLC
ATTN: Kent Madigan
703 Maiden Choice Lane
Baltimore, MD 21228

Re: Past Due Balances of $117,499.94 and $69,516.39
Maris Grove 2.4 & Maris Grove 2.2

Dear Mr. Madigan:

As you are aware, subject accounts with Whirlpool Corporation are seriously delinquent. Accordingly, accounts are in default under the terms of the agreement and the entire account balances are now due and payable.

Demand is hereby made for immediate payment in full of $117,499.94 and $69,516.39 via certified funds or wire transfer within ten (10) days from the date of this letter.

Your immediate attention to this matter is expected. If full payment is not received by the tenth day, the account will be turned over to Whirlpool's Legal/Recovery Department. To avoid the imposition of legal process, which will increase the costs to you, please remit the full amount no later than ten (10) days from the date of this letter.

If paying by wire transfer, remit payment to:

Chase Manhattan Bank
Attn: Whirlpool Corporation
1 Chase Manhattan Plaza
New York, NY 10005
Account # 323404553
R/T # 021000021
Swift Code # CHASUS33
Reference # 2150769 Maris Grove 2.4 and 2147182 Maris Grove 2.2

Or, if paying via certified check, mail check, noting account numbers 2150769 and 2147182, to:

Whirlpool Corporation
P.O. BOX 532415
Atlanta, GA 30353-2415

If you have any questions, do not hesitate to contact me.

Sincerely,
Carol D. Moore
Carol Moore
865-470-6237

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Erickson Construction, LLC
Attn: David Tague
703 Maiden Choice Lane
Baltimore, MD 21228

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Wayne M. Rush ☐ Agent ☒ Addressee

B. Received by (Printed Name) Wayne M. Rush
C. Date of Delivery 9-28-09

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7007 0710 0005 4919 2190

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Erickson Construction, LLC
Attn: Kent Madigan
703 Maiden Choice Lane
Baltimore, MD 21228

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Wayne M. Rush ☐ Agent ☐ Address

B. Received by (Printed Name) Wayne M. Rush
C. Date of Delive 9-28-0

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandi
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7007 0710 0005 4919 2206

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-15

LAVIN, O'NEIL, RICCI, CEDRONE & DISIPIO
BY: Wayne A. Graver, Esquire
Michael F. McKeon, Esquire
Identification Nos. 28245/93201
190 North Independence Mall West - Suite 500
Philadelphia, PA 19106
(215) 627-0303

ATTORNEYS FOR CLAIMANT,
Whirlpool Corporation

Whirlpool Corporation	:	COURT OF COMMON PLEAS DELAWARE COUNTY, PA
v.	:	
Erickson Construction, LLC	:	NO.: 09-13748

AFFIDAVIT OF MICHAEL F. McKEON, ESQ., IN SUPPORT OF WHIRLPOOL CORPORATION'S PETITION TO AMEND MECHANIC'S LIEN CLAIM – MARIS GROVE 2.2

1. I am an attorney at the law firm of Lavin, O'Neil, Ricci, Cedrone and DiSipio and represent the Whirlpool Corporation in the above-matter. I am a member in good standing of the bar of the Commonwealth of Pennsylvania and my Pennsylvania attorney identification number is 93201.

2. Whirlpool filed a mechanic's lien against Erickson Construction, LLC for property located at Maris Grove 2.2 in Glen Mills, Pennsylvania. Upon information and belief, Whirlpool believed that Erickson Construction, LLC was the owner of the above-property when the lien was filed.

3. After the liens were filed, Whirlpool learned from documents filed in another recent proceeding that Concord Campus, LP is an owner of the property at issue.

4. These documents stated that the principal place of business for both Erickson Construction, LLC and Concord Campus, LP is 701 Maiden Choice Lane,

Baltimore Maryland, 21228. The documents also stated that both Erickson Construction, LLC and Concord Campus, LP are owned in whole or in part by Erickson Retirement Communities, LLC, which also uses the business address of 701 Maiden Choice Lane, Baltimore Maryland, 21228. Concord Campus, LP is a limited liability company that does not have any employees. Additionally, numerous other entities affiliated with Erickson Retirement Communities use 701 Maiden Choice Lane, Baltimore Maryland, 21228, as their principal place of business and have no employees, including but not necessarily limited to: (1) Erickson Group, LLC, (2) Concord Campus GP, LLC, (3) Dallas Campus GP, LLC, (4) Senior Campus Services, LLC, (5) Warminster Campus, GP, LLC, (6) Ashburn Campus, LLC, (7) Columbus Campus, LLC, (8) Dallas Campus, LP, (9) Houston Campus, LP, (10) Kansas Campus, LLC, (11) Littleton Campus, LLC, (12) Novi Campus, LC, and (13) Warminster Campus, LP.

5. Whirlpool mistakenly omitted Concord Campus, LP in its original lien because it did not possess knowledge of the precise relationship between the many affiliates working under Erickson Retirement Communities, LLC and a title search failed to determine the identity of the record owner. It was only after reviewing documents from the other proceeding that Whirlpool came to the understanding that Concord Campus, LP an owner of the property at issue.

6. The averments in Whirlpool's Petition to Amend are true in fact.

I declare under penalty of perjury under the laws of the Commonwealth of Pennsylvania that the foregoing is true and correct.

LAVIN, O'NEIL, RICCI, CEDRONE & DISIPIO

By: _____
Michael F. McKeon, Esquire
Attorney for Claimant,
Whirlpool Corporation

Dated: 2-16-10

Sworn to and subscribed before me this
16th day of February 2010.

_____
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
CLARA E. BROWN, Notary Public
City of Philadelphia, Phila. County
My Commission Expires December 28, 2012

Warner Norcross&Judd LLP
ATTORNEYS AT LAW

MICHAEL B. O'NEAL

616.752.2413
FAX 616.222.2413

moneal@wnj.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: **In re: Erickson Retirement Communities, LLC and Concord Campus, LP**

Dear Sir/Madam:

Enclosed please find the two originals and two copies of Whirlpool Corporation's proofs of claim in the above-referenced bankruptcies. Kindly return the extra copies, date/time stamped to me in the enclosed envelope.

Thank you for your assistance. If you have any questions, please do not hesitate to contact me.

Sincerely,

Michael O'Neal

MBO/jms
Enclosures
1760313