

<b>UNITED STATES BANKRUPTCY COURT</b>		<b>Northern District of Texas</b>	<b>PROOF OF CLAIM</b>
Name of Debtor: <b>Columbus Campus, LLC</b>		Case Number: <b>09-37019</b>	
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): <b>John Eramo &amp; Sons, Inc</b>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  Court Claim Number: _____ (If known)  Filed on: _____	
Name and address where notices should be sent:  <b>John Eramo &amp; Sons, Inc., c/o Kevin E. Humphreys, Esq.</b> <b>332 W. Sixth Avenue, Columbus, Ohio 43201</b>  Telephone number: <b>(614) 395-2497</b>			
Name and address where payment should be sent (if different from above):     Telephone number:			
1. Amount of Claim as of Date Case Filed: \$ <u>308,649.30</u>  If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.  If all or part of your claim is entitled to priority, complete item 5.  <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.  Specify the priority of the claim.  <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).  <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. § 507 (a)(4).  <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).  <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).  <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).  <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)( ).  Amount entitled to priority: \$ _____	
2. Basis for Claim: <u>Goods and Services</u> (See instruction #2 on reverse side.)  3. Last four digits of any number by which creditor identifies debtor: _____  3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)  4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.  Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: <u>Mechanic's lien Claims upon Debtor's Real Estate as described in attached Liens.</u>  Value of Property: \$ <u>75,500,000.00</u> Annual Interest Rate <u>*</u> %    * By law.  Amount of arrearage and other charges as of time case filed included in secured claim, If any: \$ <u>308,649.30</u> Basis for perfection: <u>Mechanic's Liens</u>  Amount of Secured Claim: \$ <u>308,649.30</u> Amount Unsecured: \$ _____		6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.  7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)  DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.  If the documents are not available, please explain:	
Date: <u>2/23/10</u>  Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  <b>Christopher D. Eramo, V.P. of John Eramo &amp; Sons, Inc. (614) 777-0020</b>		<b>FOR COURT USE ONLY</b>	

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



01243

**INSTRUCTIONS FOR PROOF OF CLAIM FORM**

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

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

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

**Creditor's Name and Address:**

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

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

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

**2. Basis for Claim:**

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

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

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

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

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

**4. Secured Claim:**

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

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

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

**6. Credits:**

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

**7. Documents:**

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

**Date and Signature:**

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

**DEFINITIONS****Debtor**

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

**Creditor**

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

**Claim**

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

**Proof of Claim**

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

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

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

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

**Unsecured Claim**

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

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

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

**Redacted**

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

**Evidence of Perfection**

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

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

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

**Offers to Purchase a Claim**

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

ATTACHMENT NO.1  
TO  
BANKRUPTCY PROOF OF CLAIM  
SUBMITTED BY JOHN ERAMO & SONS, INC.

- \* Claimant also claims any other amounts for which a mechanic's lien holder is entitled to collect by statute (including attorney fees, costs and interest), and any such other amounts as may be awarded to the claimant from Columbus Campus, LLC by any court of competent jurisdiction, including but not limited to, the pending cases of Rite Rug Company vs. Columbus Campus, LLC, et al (Franklin County Court of Common Pleas Case No 09-CV-06-8823) and Key Bank, NA, vs Columbus Campus, LLC , et al (Franklin County Court of Common Pleas Case No 09-CV-07-9921).

ATTACHMENT NO. 2  
TO  
BANKRUPTCY PROOF OF CLAIM  
SUBMITTED BY JOHN ERAMO & SONS, INC.



200906050081631

Pg: 4 \$48.00 T200906031634  
06/05/2009 3:14PM MLJEFFREY W B  
Robert G. Montgomery  
Franklin County Recorder**AMENDED AFFIDAVIT FOR MECHANICS' LIEN  
SECTION 1311.06 OHIO REVISED CODE**State of Ohio,  
County of Franklin, ss:

Christopher D. Eramo, Vice-President of John Eramo & Sons, Inc., an Ohio corporation, whose address is 3670 Lacon Road, Hilliard, Ohio 43026, being first duly sworn, says that John Eramo & Sons, Inc., the lien claimant, furnished certain material and performed certain labor and work in furtherance of improvements located on or removed to the land hereinafter described, in pursuance of a certain contract with J. M. Olson Corporation, assigned to Braun Construction Group, Inc., the original contractor, whose address is 39395 W. 12 Mile Road, Suite #100, Farmington Hills, MI 48331. The first of the labor or work was performed or material was furnished on the 14th day of January, 2008. The last of the labor or work was performed or material was furnished on the 6<sup>th</sup> day of May, 2009, and there is justly and truly due John Eramo & Sons, Inc., the lien claimant, therefor from Braun Construction Group, Inc., the original contractor, over and above all legal setoffs, the sum of Three Hundred Eight Thousand Six Hundred Forty-Nine & 30/100 dollars (\$308,649.30), for which amount John Eramo & Sons, Inc., the lien claimant, claims a lien on the land, building, or leasehold, of which Columbus Campus, LLC, a Maryland limited liability company, whose address is 701 Maiden Choice Lane, Baltimore, Maryland 21228, is the owner, and of which Hickory Chase, Inc., a Maryland nonstock corporation, whose address is 701 Maiden Choice Lane, Baltimore, Maryland 21228, is the lessee, which property is described as follows: Situated in the State of Ohio, County of Franklin, and City of Hilliard, and being the property described in Exhibit A and Exhibit B attached hereto, which Exhibits are incorporated herein by reference.

(Note: this Amended Affidavit For Mechanics' Lien amends the original affidavit recorded as Instrument No. 200905210073399 to add Hickory Chase, Inc., as lessee of said property.)

Christopher D. Eramo, Vice-President  
John Eramo & Sons, Inc.

Sworn to before me and subscribed in my presence this 5th day of June,  
2009.

  
Notary Public

This instrument prepared by:  
Jeffrey W. Brantner, Esq.  
Rance, Pritchett, Brantner, Keller & Ely Co., LPA  
1720 Zollinger Road  
Columbus, Ohio 43221



**DIANE M. McADAMS**  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JANUARY 10, 2011

**77.819 ACRES**

Situate in the State of Ohio, County of Franklin, City of Hilliard, lying in Virginia Military Survey Nos. 3000 and 4854, being part of the 40.924 and all of the 0.742 acre tracts conveyed to Columbus Campus LLC by deed of record in Instrument Number \_\_\_\_\_, and part of the 45.957 acre tract conveyed to Columbus Campus LLC by deed of record in Instrument Number \_\_\_\_\_, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 0005 RESET found at the centerline intersection of Davidson Road (variable width) and Leap Road (variable width);

Thence South 23° 37' 07" East, a distance of 1243.56 feet, with the centerline of said Leap Road, to a point;

Thence North 66° 22' 53" East, a distance of 50.00 feet, across the right-of-way of said Leap Road and entering said 45.957 acre tract, to an iron pin set, the TRUE POINT OF BEGINNING;

Thence across said 45.957 acre tract, the following courses and distances:

North 68° 44' 53" East, a distance of 556.74 feet, to an iron pin set at a point of curvature;

With said curve to the left, having a central angle of 09° 08' 20", a radius of 1099.00 feet, an arc length of 175.29 feet, and a chord which bears North 60° 37' 51" East, a chord distance of 175.11 feet, to an iron pin set;

North 23° 37' 07" West, a distance of 384.33 feet, to an iron pin set in the line common to said 45.957 acre tract and the remainder of the original Tract Three conveyed to Wolpert Enterprises, Limited by deed of record in Instrument Number 200204080088414;

Thence North 84° 08' 15" East, a distance of 1139.80 feet, with the northerly line of said 45.957 and 0.742 acre tracts and with the southerly lines of the remainder of said Tract Three, the southerly line of the remainder of the original Tract Two conveyed to Wolpert Enterprises, Limited by deed of record in Instrument Number 200204080088414 and a southerly line of the remainder of the original Tract 1 conveyed to Anamli Limited Partnership by deed of record in Official Record 32225 G17, to an iron pin set;

Thence South 05° 55' 17" East, a distance of 353.64 feet, with the line common to said 0.742 acre tract and the remainder of said original Tract 1, to an iron pin set at a point of curvature;

Thence with said curve to the left, having a central angle of 17° 44' 53", a radius of 1332.49 feet, an arc length of 412.75 feet, and a chord which bears South 14° 47' 43" East, a chord distance of 411.10 feet, with an easterly line of said 0.742 and 45.957 acre tracts and a westerly line of the remainders of said original Tract 1 and original Tract Two, to an iron pin set at a point of tangency;

Thence South 23° 40' 10" East, a distance of 353.83 feet, with an easterly line of said 45.957 and 40.924 acre tracts, and with a westerly line of the remainders of said original Tract Two and original Parcel Two, Tract Two conveyed to Anamli Limited Partnership by deed of record in Official Records 32225 G17 and 32225 J05, to an iron pin set;

Thence continuing with the line common to said 40.924 acre tract, the remainder of said original Parcel Two, Tract Two and the remainder of the original Parcel Two, Tract Three conveyed to Anamli Limited Partnership by deed of record in Official Records 32225 G17 and 32225 J05, the following courses and distances:

South 01° 52' 05" East, a distance of 53.85 feet, to an iron pin set;

South 23° 40' 10" East, a distance of 105.00 feet, to an iron pin set;

South 45° 28' 15" East, a distance of 53.85 feet, to an iron pin set;

South 23° 40' 10" East, a distance of 514.24 feet, to an iron pin set at a point of curvature;

With said curve to the right, having a central angle of 08° 02' 24", a radius of 1390.00 feet, an arc length of 195.05 feet, and a chord which bears South 19° 38' 58" East, a chord distance of 194.89 feet, to an iron pin set;

South 74° 22' 14" West, a distance of 20.00 feet, to an iron pin set;

77.019 ACRES

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With a curve to the right, having a central angle of  $01^{\circ} 02' 00''$ , a radius of 1370.00 feet, an arc length of 24.71 feet, and a chord which bears South  $15^{\circ} 06' 46''$  East, a chord distance of 24.71 feet, to an iron pin set;

South  $76^{\circ} 07' 35''$  West, a distance of 82.51 feet, to an iron pin set;

South  $70^{\circ} 47' 24''$  West, a distance of 286.15 feet, to an iron pin set;

South  $68^{\circ} 02' 13''$  West, a distance of 159.38 feet, to an iron pin set;

South  $82^{\circ} 20' 53''$  West, a distance of 300.01 feet, to an iron pin set;

South  $76^{\circ} 34' 35''$  West, a distance of 307.14 feet, to an iron pin set;

South  $82^{\circ} 47' 36''$  West, a distance of 138.56 feet, to an iron pin set;

North  $79^{\circ} 56' 50''$  West, a distance of 85.56 feet, to an iron pin set;

North  $71^{\circ} 18' 50''$  West, a distance of 150.01 feet, to an iron pin set;

North  $65^{\circ} 38' 53''$  West, a distance of 208.41 feet, to an iron pin set;

North  $57^{\circ} 48' 25''$  West, a distance of 129.32 feet, to an iron pin set;

North  $59^{\circ} 01' 48''$  West, a distance of 170.38 feet, to an iron pin set;

North  $67^{\circ} 18' 16''$  West, a distance of 57.59 feet, to an iron pin set;

North  $80^{\circ} 44' 53''$  West, a distance of 8.85 feet, to an iron pin set;

Thence across said 40.924 and 45.957 acre tracts, the following courses and distances:

North  $02^{\circ} 32' 02''$  East, a distance of 270.04 feet, to an iron pin set at a point of curvature;

With said curve to the left, having a central angle of  $26^{\circ} 09' 10''$ , a radius of 600.00 feet, an arc length of 273.87 feet, and a chord which bears North  $10^{\circ} 32' 33''$  West, a chord distance of 271.50 feet, to an iron pin set;

North  $23^{\circ} 37' 07''$  West, a distance of 682.05 feet, to the TRUE POINT OF BEGINNING, containing 77.019 acres, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

This description is based on existing record and field work performed in December, 2006.

Bearings are based on the Ohio State Plane Coordinate System, South Zone, as per NAD83 (1986 Adjustment). Control for bearings was from coordinates of monuments FCGS 0005 RESET and FCGS 0006, having a bearing of North  $23^{\circ} 37' 07''$  West, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.



EVANS, MECHWART, HAMBLETON, & TILTON, INC.

*Heather L. King* 5/31/07  
Heather L. King Date  
Professional Surveyor No. 8307

HLK/294ag07  
77\_019 ac 62116

0-61-C All of  
All of (050)  
Bal of 10751  
(050) +  
10749 10750  
and

Classed OK  
PRELIMINARY  
APPROVAL  
FRANKLIN COUNTY  
ENGINEERING DEPT.  
DATE 5/31/07 BY: ASZ

DESCRIPTION VERIFIED  
DEAN C. ENGLE, P.E.  
BY: ASZ  
DATE 11/20/07

Approved, No Plat Required  
City of Hilliard  
City Engineer  
By: Clay Date: 4/16/07

## 8.528 ACRES

Situated in the State of Ohio, County of Franklin, City of Hilliard, lying in Virginia Military Survey Number 4854, Virginia Military District, being part of the 45.957 acre tract conveyed to Columbus Campus LLC by deed of record in Instrument Number \_\_\_\_\_ (all references refer to the records of the Recorder's Office, Franklin County, Ohio), being more particularly described as follows:

Beginning, for reference, at Franklin Geodetic Survey Monument Number 0005 RESET found at the centerline intersection of Loop Road (variable width) and Davidson Road (variable width);

thence South  $23^{\circ} 37' 07''$  East, a distance of 614.75 feet, with the centerline of said Loop Road, to a magnetic nail set at the common corner of said 45.957 acre tract and the remainder of the original Tract Three as conveyed to Wolpert Enterprises, Limited by deed of record in Instrument Number 200204080088414;

thence North  $84^{\circ} 08' 15''$  East, a distance of 52.50 feet, across the right-of-way of said Loop Road and with the line common to said 45.957 acre tract and the remainder of said original Tract Three, to an iron pin set, the TRUE POINT OF BEGINNING;

thence North  $84^{\circ} 08' 15''$  East, a distance of 767.02 feet, continuing with said common line, to an iron pin set;

thence across said 45.957 acre tract, the following courses and distances:

South  $23^{\circ} 37' 07''$  East, a distance of 384.33 feet, to an iron pin set on a curve;

With said curve, to the right, having a central angle of  $09^{\circ} 08' 20''$ , a radius of 1099.00 feet, an arc length of 173.29 feet, and a chord bearing South  $60^{\circ} 37' 51''$  West, a chord distance of 175.11 feet, to an iron pin set at a point of tangency;

South  $68^{\circ} 44' 53''$  West, a distance of 556.74 feet, to an iron pin set;

North  $23^{\circ} 37' 07''$  West, a distance of 612.80 feet, to the TRUE POINT OF BEGINNING, containing 8.528 acres, more or less.

Subject, however, to all legal rights-of-ways and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

This description is based on existing record and field work performed in December, 2006.

Bearings are based on the Ohio State Plane Coordinate System (South Zone) as per NAD83 (1986 Adjustment). Control for bearings was from coordinates of monuments FCGS 0005 RESET and FCGS 0006, having a bearing of North  $23^{\circ} 37' 07''$  West, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

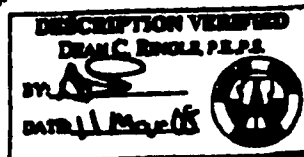


HLK: h/1644y07  
8\_528 ac 62116

EVANS, MECHWART, HAMBLETON & TILTON, INC.

*Heather L. King*  
Heather L. King  
Professional Surveyor No. 8307

8/16/07  
Date



0-61-L  
on split  
8.528 Acres  
out of  
(050)  
10749

Approved, No Plat Required  
City of Hilliard  
City Engineer  
By: *C. King* Date: 8/16/2007

Deed Author  
PRELIMINARY  
APPROVAL  
FRANKLIN COUNTY  
ENGINEERING DEPT  
DATE: 8/16/07 BY: *AS*



ATTACHMENT NO. 3  
TO  
BANKRUPTCY PROOF OF CLAIM  
SUBMITTED BY JOHN ERAMO SONS, INC.

John Eramo & Sons, Inc. Invoice Number	Application and Certification for Payment No.		Amount Due
7795	11	See Copy Attached	75,109.19
7801	12	See Copy Attached	84,642.32
7802	13	See Copy Attached	134,635.74
7767		See Copy Attached	2,450.00
7772		See Copy Attached	2,321.00
7771		See Copy Attached	805.00
7770		See Copy Attached	150.00
7769		See Copy Attached	462.75
7768		See Copy Attached	1,795.00
7742		See Copy Attached	4,657.50
7641		See Copy Attached	1,620.80
Total Amount of Claim:			<u><u>308,649.30 *</u></u>

**\*SEE ATTACHMENT NO 1 TO THIS BANKRUPTCY PROOF OF CLAIM WHICH IS INCORPORATED HEREIN  
BY REFERENCE**

# APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: Columbus Campus, LLC  
 701 Maiden Choice Lane  
 Baltimore, MD 21228  
 CONTRACTOR: Braun Construction Group, Inc.  
 39385 W. 12 Mile Road Ste #100  
 Farmington Hills, MI 48331

PROJECT: Hickory Chase Phase 1  
 JOB # 08-006  
 CONTRACT FOR: SITEWORK  
 Contractor Job # 27-007-002  
 Cost Code: 02-200

APPLICATION NO: 11  
 PERIOD FROM: 02/28/09  
 TO: 04/30/09  
 INVOICE NO: 7785

SUBCONTRACTOR:  
 John Eramo & Sons, Inc.  
 3670 Lacon Road  
 Hilliard, Ohio 43026

## CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner:				
TOTAL:				
Number	Date Approved			
1	3/31/2008		\$47,200.00	
2	4/24/2008		\$8,148.00	
3	4/24/2008		\$31,102.03	
4	5/15/2008		\$120,519.62	
5	6/18/2008		\$7,600.00	
6	7/9/2008		\$2,727.00	
7			\$12,678.93	
8	9/5/2008		\$35,832.00	
9	9/19/2008		\$14,200.00	
10	10/16/2008	ASH7	\$210,107.88	
11	11/11/2008	ASH9	-\$1,420.00	
CO 11			\$540.00	
CO 12			\$831.70	
CO 13			\$1,307.90	
TOTALS:			\$491,178.08	
NET CHANGES by Change Order			\$491,178.08	

The undersigned Contractor certifies that all the work of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is due.

CONTRACTOR: John Eramo & Sons, Inc.  
 By:   
 Date: 4/17/09

Application is made for Payment, as shown below, in connection with the Contract.

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

1. ORIGINAL CONTRACT SUM \$ 2,270,000.00
2. Net change by Change Orders \$491,178.08
3. CONTRACT SUM TO DATE \$ 2,761,178.08
- Total Completed and Stored to Date \$ 2,803,617.88
5. RETAINAGE: 5% \$ 130,180.88

6. TOTAL EARNED LESS RETAINAGE \$ 2,473,436.80
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 2,398,327.61
8. CURRENT PAYMENT DUE \$ 75,109.19

AMOUNT CERTIFIED..... \$ 75,109.19  
 (Attach explanation if amount differs from the amount applied for.)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Insurance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Contractor		Contractor:		JOB #		Page 1 of 1					
Braun Construction Group, Inc.		38395 W. 12 Mile Road Ste #100		08-008							
Farmington Hills, MI 48331		John Eramo & Sons, Inc.		INVOICE #		7785					
PROJECT		3670 Lecon Road		ESTIMATE #		4/17/2009					
Hickory Chase		Hilliard, Ohio 43028		11		DATE:					
Item #	DESCRIPTION	UNIT OF WORK	NO. OF UNITS	RATE PER UNIT	ORIGINAL CONTRACT		UNITS COMPLETE TO DATE	UNITS COMP PREVIOUS ESTIMATE	AMOUNT COMPLETE TO DATE	AMOUNT PREVIOUS ESTIMATE	AMOUNT DUE THIS EST.
1	Mobilization	ls	1	20,000.00	AMOUNT	PERCENT COMPLETE	1	1	20,000.00	20,000.00	-
2	Bond	ls	1	17,100.00	17,100.00	100.00%	1	1	17,100.00	17,100.00	-
3	O & M Manuals	ls	1	22,700.00	22,700.00	100.00%	1	1	22,700.00	22,700.00	-
4	Warranties	ls	1	11,350.00	11,350.00	100.00%	1	1	11,350.00	11,350.00	-
5	Excavation & Mass Grading	ls	1	655,350.00	655,350.00	100.00%	100.00%	100%	655,350.00	655,350.00	-
6	Temporary Storm & Erosion	ls	1	60,000.00	60,000.00	100.00%	100%	100%	60,000.00	60,000.00	-
7	Underdrain Tie Ins	ls	1	12,500.00	23,500.00	85.53%	10,691.48	0	20,100.00	0.00	20,100.00
8	Sanitary Manhole	ea	18	12,500.00	37,500.00	100.00%	18	18	37,500.00	37,500.00	-
9	Sanitary Pipe	lf	5,710	91,800.00	138,800.00	100.00%	5,710	5,710	138,800.00	138,800.00	-
10	Sanitary Service to Office Trailer	ea	1	3,000.00	-	-	0	0	-	0.00	-
11	Waterline Pipe	lf	12,281	123,415.00	275,415.00	90.00%	11,000	11,000	247,873.50	247,873.50	-
12	Fire Hydrant	ea	17	4,200.00	28,200.00	100.00%	17	17	28,200.00	28,200.00	-
13	Valves	ea	66	7,300.00	81,300.00	100.00%	66	66	61,300.00	61,300.00	-
14	Water Meter Pit	ea	1	7,500.00	32,500.00	100.00%	1	1	32,500.00	32,500.00	-
15	Water Service to Office Trailer	ea	1	985.00	1,485.00	100.00%	1	1	1,485.00	1,485.00	-
16	Leap Road Pavement Replacement	ls	1	3,400.00	8,400.00	100%	100%	100%	8,400.00	8,400.00	-
17	Storm Structures	ea	157	42,100.00	162,400.00	98.00%	155	155	159,152.00	159,152.00	-
18	Storm Pipe	lf	13,093	148,000.00	453,000.00	98.00%	12831	12831	443,940.00	443,940.00	-
19	Roof Drain Pipe	lf	11,010	125,000.00	214,000.00	49.95%	5500	2500	106,902.82	49,220.00	57,682.82
20	Inlet Protection / Catch All Bags	ea	106	6,500.00	24,000.00	100.00%	106	106	24,000.00	24,000.00	-
21	4" Underdrain	lf	3,427	14,000.00	25,000.00	100.00%	3,427	3,427	25,000.00	25,000.00	-
22	CO#1-6" PVC SDR 26 w/StoneBack	lf	600	12.00	7,200.00	100.00%	600	600	7,200.00	7,200.00	-
23	CO#1-4" PVC SDR 26 w/StoneBack	lf	4000	10.00	40,000.00	80.00%	3178	3178	32,000.00	32,000.00	-
24	CO #2 Add'l Fill - Survey Error	Lump	1	8,149.00	8,149.00	100.00%	1	1	8,149.00	8,149.00	-
25	CO #3 Fire Lane for R.B. 1.1	Lump	1	31,102.03	31,102.03	100.00%	1	1	31,102.03	31,102.03	-
26	CO #4 Addendum 2	Lump	1	120,519.62	120,519.62	100%	1	1	120,519.62	120,519.62	-
27	CO #5 ASI #1 Issued by EMHT	Lump	1	7,800.00	7,800.00	100%	1	1	7,800.00	7,800.00	-
28	CO #6 Dig Basement Pad 1.0	Lump	1	2,727.00	2,727.00	100%	1	1	2,727.00	2,727.00	-
29	CO #7 Misc Digging	Lump	1	12,678.93	12,678.93	100%	1	1	12,678.93	12,678.93	-
30	CO #8 PC #7 w/ASI #5 & 6	Lump	1	35,832.00	35,832.00	100%	1	1	35,832.00	35,832.00	-
31	CO #9 Waterline Turnups	Lump	1	14,200.00	14,200.00	100%	1	1	14,200.00	14,200.00	-
32	CO #10 ASI #7: Earthwork/ Storm	Lump	1	210,107.88	210,107.88	100%	1	1	210,107.88	210,107.88	-
33	ASI #9	Lump	1	(1,420.00)	(1,420.00)	100%	1	1	-	-	-
34	CO #11 Cut Sidewalk & Fence Along Leap Rd	Lump	1	540.00	540.00	100%	1	1	540.00	540.00	-
35	CO #12 Repair Heavy duty Valve Box	Lump	1	631.70	631.70	0%	0	0	-	-	-
36	CO #13 Repair Broken Valve Box Due to curb Machine	Lump	1	1,307.90	1,307.90	100%	1	1	1,307.90	1,307.90	-
				Contract Amount	2,761,176.06	SUB TOTALS		2,603,617.88		2,524,526.98	
						INVOICE TOTAL		\$ 79,080.72			

# APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: Columbus Campus, LLC  
701 Maiden Choice Lane  
Baltimore, MD 21228

PROJECT: History Chase Phase 1  
JOB # 08-006

CONTRACT FOR: SITEWORK

CONTRACTOR: Braun Construction Group, Inc.  
39395 W. 12 Mile Road Ste #100  
Farmington Hills, MI 48331

Contractor Job # 27-007-002  
Cost Code: 02-200

INVOICE NO: 7801

SUBCONTRACTOR: John Eramo & Sons, Inc.  
3670 Lacon Road  
Hilliard, Ohio 43026

APPLICATION NO: 12  
PERIOD FROM: 04/30/09  
TO: 05/11/09

Distribution to: ☐ ☐ ☐ ☐ ☐

## CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner:			TOTAL:	
Number	Date Approved			
1	3/31/2008		\$47,200.00	
2	4/24/2008		\$8,148.00	
3	4/24/2008		\$31,102.00	
4	5/15/2008		\$120,519.82	
5	6/18/2008		\$7,900.00	
6	7/9/2008		\$2,727.00	
7			\$12,678.93	
8	8/5/2008		\$35,832.00	
9	9/18/2008		\$14,200.00	
10	10/18/2008	AS187	\$210,107.88	
11	11/11/2008	AS188	-\$1,420.00	
CO 11			\$540.00	
CO 12			\$631.70	
CO 13			\$1,307.90	
TOTALS:			\$491,178.08	
NET CHANGES by Change Order			\$491,178.08	

The undersigned Contractor certifies that at the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is due.

CONTRACTOR: John Eramo & Sons, Inc.

By:  Date: 5/11/09

Application is made for Payment, as shown below, in connection with the Contract.

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

1. ORIGINAL CONTRACT SUM \$ 2,270,000.00
  2. Net change by Change Orders \$491,178.08
  3. CONTRACT SUM TO DATE \$ 2,761,178.08
- Total Completed and Stored to Date \$ 2,682,714.86
5. RETAINAGE: 5% \$ 134,635.74

6. TOTAL EARNED LESS RETAINAGE \$ 2,558,079.12
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 2,473,436.80
8. CURRENT PAYMENT DUE \$ 84,642.32

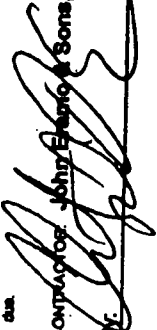
AMOUNT CERTIFIED... \$ 84,642.32

(Attach explanation if amount differs from the amount applied for.)

By: \_\_\_\_\_ Date: \_\_\_\_\_

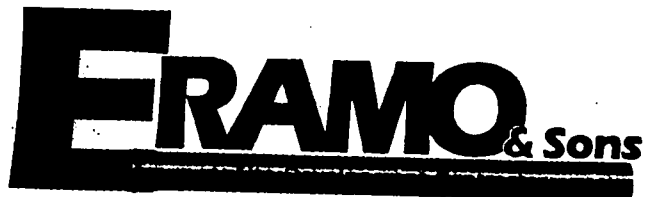
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Insurance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Contractor: Braun Construction Group, Inc. 39385 W. 12 Mile Road Ste #100 Farmington Hills, MI 48331		Contractor: John Eramo & Sons, Inc. 3670 Leeson Road Hilliard, Ohio 43028		JOB # 08-008		Page 1 of 1				
PROJECT Hickory Chase				INVOICE # 7601		DATE: 5/11/2008				
				ESTIMATE # 12						
Item #	DESCRIPTION	UNIT OF WORK	NO. OF UNITS	ORIGINAL CONTRACT		UNITS COMPLETE TO DATE	UNITS COMP PREVIOUS ESTIMATE	AMOUNT COMPLETE TO DATE	AMOUNT PREVIOUS ESTIMATE	AMOUNT DUE THIS EST.
				RATE PER UNIT	AMOUNT					
1	Mobilization	ls	1	20,000.00	20,000.00	1	1	20,000.00	20,000.00	-
2	Bond	ls	1	17,100.00	17,100.00	1	1	17,100.00	17,100.00	-
3	O & M Manuals	ls	1	22,700.00	22,700.00	1	1	22,700.00	22,700.00	-
4	Warranties	ls	1	11,350.00	11,350.00	1	1	11,350.00	11,350.00	-
5	Excavation & Mass Grading	ls	1	655,350.00	655,350.00	100.00%	100%	655,350.00	655,350.00	-
6	Temporary Storm & Erosion	ls	1	60,000.00	60,000.00	100.00%	100%	60,000.00	60,000.00	-
7	Underdrain Tie Ins	ls	1	12,500.00	23,500.00	100.00%	100%	23,500.00	20,100.00	3,400.00
8	Sanitary Manhole	ea	18	12,500.00	37,500.00	100.00%	18	37,500.00	37,500.00	-
9	Sanitary Pipe	lf	5,710	91,800.00	138,800.00	100.00%	5,710	138,800.00	138,800.00	-
10	Sanitary Service to Office Trailer	ea	1	3,000.00	-	0	0	-	0.00	-
11	Waterline Pipe	lf	12,281	123,415.00	275,415.00	90.00%	11,000	247,873.50	247,873.50	-
12	Fire Hydrant	ea	17	4,200.00	28,200.00	100.00%	17	28,200.00	28,200.00	-
13	Valves	ea	66	7,300.00	61,300.00	100.00%	66	61,300.00	61,300.00	-
14	Water Meter Pit	ea	1	7,500.00	32,500.00	100.00%	1	32,500.00	32,500.00	-
15	Water Service to Office Trailer	ea	1	985.00	1,485.00	100.00%	1	1,485.00	1,485.00	-
16	Loop Road Pavement Replacement	ls	1	3,400.00	8,400.00	100.00%	100%	8,400.00	8,400.00	-
17	Storm Structures	ea	157	42,100.00	162,400.00	98.00%	155	159,152.00	159,152.00	-
18	Storm Pipe	lf	13,093	149,000.00	453,000.00	98.00%	12,831	443,940.00	443,940.00	-
19	Roof Drain Pipe	lf	11,010	125,000.00	214,000.00	90.00%	9,909	192,800.00	106,902.82	85,897.18
20	Inlet Protection / Catch All Bags	ea	108	6,500.00	24,000.00	100.00%	108	24,000.00	24,000.00	-
21	4" Underdrain	lf	3,427	14,000.00	25,000.00	100.00%	3,427	25,000.00	25,000.00	-
22	CO#1-6" PVC SDR 26 w/StoneBack	lf	600	12.00	7,200.00	100.00%	600	7,200.00	7,200.00	-
23	CO#1-4" PVC SDR 26 w/StoneBack	lf	4000	10.00	40,000.00	80.00%	3178	32,000.00	32,000.00	-
24	CO #2 Add'l Fill - Survey Error	Lump	1	8,149.00	8,149.00	100.00%	1	8,149.00	8,149.00	-
25	CO #3 Fire Lane for R.B. 1.1	Lump	1	31,102.03	31,102.03	100.00%	1	31,102.03	31,102.03	-
26	CO# 4 Addendum 2	Lump	1	120,519.82	120,519.82	100%	1	120,519.82	120,519.82	-
27	CO #5 ASI #1 Issued by EAMT	Lump	1	7,600.00	7,600.00	100%	1	7,600.00	7,600.00	-
28	CO #6 Dig Basement Pad 1.0	Lump	1	2,727.00	2,727.00	100%	1	2,727.00	2,727.00	-
29	CO #7 Misc Digging	Lump	1	12,678.93	12,678.93	100%	1	12,678.93	12,678.93	-
30	CO #8 PC #7 w/ASI #5 & 6	Lump	1	35,832.00	35,832.00	100%	1	35,832.00	35,832.00	-
31	CO #9 Waterline Turnups	Lump	1	14,200.00	14,200.00	100%	1	14,200.00	14,200.00	-
32	CO #10 ASI # 7: Earthwork/ Storm	Lump	1	210,107.88	210,107.88	100%	1	210,107.88	210,107.88	-
33	ASI #9	Lump	1	(1,420.00)	(1,420.00)	100%	1	540.00	540.00	-
34	CO# 11 Cut Sidewalk & Fence Along Loop Rd	Lump	1	540.00	540.00	100%	1	540.00	540.00	-
35	CO# 12 Repair Heavy duty Valve Box	Lump	1	631.70	631.70	0%	0	-	-	-
35	CO #13 Repair Broken Valve Box Due to curb Machine	Lump	1	1,307.90	1,307.90	100%	1	1,307.90	1,307.90	-
Contract Amount				2,761,176.06		SUB TOTALS		2,692,714.88		2,692,714.88
						INVOICE TOTAL				\$ 89,097.18

APPLICATION AND CERTIFICATION FOR PAYMENT			
<b>TO OWNER:</b> Columbus Campus, LLC 701 Maiden Choice Lane Baltimore, MD 21228 <b>CONTRACTOR:</b> Braun Construction Group, Inc. 39395 W. 12 Mile Road Ste #100 Farmington Hills, MI 48331	<b>PROJECT:</b> History Chase Phase 1 <b>JOB #</b> 08-006 <b>CONTRACT FOR:</b> SITEWORK <b>Contractor Job #</b> 27-007-002 <b>Cost Code:</b> 02-200	<b>APPLICATION NO:</b> 13-Retainage <b>PERIOD FROM:</b> 04/30/09 <b>TO:</b> 05/11/09 <b>INVOICE NO:</b> 7802	<b>Distribution to:</b> SUBCONTRACTOR: John Eramo & Sons, Inc. 3670 Lecon Road Hilliard, Ohio 43028
<b>CONTRACTOR'S APPLICATION FOR PAYMENT</b>			
<b>CHANGE ORDER SUMMARY</b> Change Orders approved in previous months by Owner:		<b>ADDITIONS DEDUCTIONS</b>	
TOTAL:			
Approved this month:			
Number	Date Approved		
1	3/31/2008	\$47,200.00	
2	4/24/2008	\$6,149.00	
3	4/24/2008	\$31,102.03	
4	5/15/2008	\$120,519.02	
5	6/16/2008	\$7,800.00	
6	7/8/2008	\$2,727.00	
7		\$12,978.93	
8	8/5/2008	\$35,632.00	
9	9/18/2008	\$14,200.00	
10	10/16/2008 AS#7	\$210,107.89	
11	11/11/2008 AS#9	-\$1,420.00	
CO 11		\$240.00	
CO 12		\$631.70	
CO 13		\$1,307.90	
TOTALS:		\$491,178.06	
<b>NET CHANGES by Change Order</b> The undersigned Contractor certifies that of the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is due.			
CONTRACTOR: John Eramo & Sons, Inc. By:  Date: 5/14/09.			
Application is made for Payment, as shown below, in connection with the Contract. The present status of the account for this Contract is as follows:			
1. ORIGINAL CONTRACT SUM		\$ 2,270,000.00	
2. Net change by Change Orders		\$491,178.06	
3. CONTRACT SUM TO DATE		\$ 2,761,178.06	
Total Completed and Stored to Date		\$ 2,692,714.86	
5. RETAINAGE: _____ 0%		\$ _____	
6. TOTAL EARNED LESS RETAINAGE		\$ 2,692,714.86	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		\$ 2,558,079.12	
8. CURRENT PAYMENT DUE		\$ 134,635.74	
AMOUNT CERTIFIED .... \$ 134,635.74 (Attach explanation if amount differs from the amount applied for.)			
By: _____ Date: _____ This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. In witness, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under the Contract.			

Contractor: Braun Construction Group, Inc. 39395 W. 12 Mile Road Ste #100 Farmington Hills, MI 48331		Contractor: John Eramo & Sons, Inc. 3870 Lecon Road Hilliard, Ohio 43028		JOB # 08-008		Page 1 of 1					
PROJECT Hickory Chase				INVOICE # 7802							
				ESTIMATE # 13		DATE: 5/11/2009					
Item #	DESCRIPTION	UNIT OF WORK	NO. OF UNITS	ORIGINAL CONTRACT		PERCENT COMPLETE	UNITS COMPLETE TO DATE	UNITS COMP PREVIOUS ESTIMATE	AMOUNT COMPLETE TO DATE	AMOUNT PREVIOUS ESTIMATE	AMOUNT DUE THIS EST.
				RATE PER UNIT	AMOUNT						
1	Mobilization	ls	1		20,000.00	100.00%	1	1	20,000.00	20,000.00	-
2	Bond	ls	1		17,100.00	100.00%	1	1	17,100.00	17,100.00	-
3	O & M Manuals	ls	1		22,700.00	100.00%	1	1	22,700.00	22,700.00	-
4	Warranties	ls	1		11,350.00	100.00%	1	1	11,350.00	11,350.00	-
5	Excavation & Mass Grading	ls	1		655,350.00	100.00%	100.00%	100%	655,350.00	655,350.00	-
6	Temporary Storm & Erosion	ls	1		60,000.00	100.00%	100%	100%	60,000.00	60,000.00	-
7	Underdrain Tie Ins	ls	1		12,500.00	100.00%	100%	100%	12,500.00	12,500.00	-
8	Sanitary Manhole	ea	18		37,500.00	100.00%	18	18	37,500.00	37,500.00	-
9	Sanitary Pipe	lf	5,710		136,800.00	100.00%	5,710	5,710	136,800.00	136,800.00	-
10	Sanitary Services to Office Trailer	ea	1		3,000.00	0	0	0	0.00	0.00	-
11	Waterline Pipe	lf	12,281		276,415.00	90.00%	11,000	11,000	247,873.50	247,873.50	-
12	Fire Hydrant	ea	17		28,200.00	100.00%	17	17	28,200.00	28,200.00	-
13	Valves	ea	66		61,300.00	100.00%	66	66	61,300.00	61,300.00	-
14	Water Meter Pit	ea	1		7,500.00	100.00%	1	1	7,500.00	7,500.00	-
15	Water Service to Office Trailer	ea	1		1,485.00	100.00%	1	1	1,485.00	1,485.00	-
16	Leap Road Pavement Replacement	ls	1		8,400.00	100.00%	100%	100%	8,400.00	8,400.00	-
17	Storm Structures	ea	157		159,152.00	98.00%	155	155	159,152.00	159,152.00	-
18	Storm Pipe	lf	13,083		443,940.00	98.00%	12,831	12,831	443,940.00	443,940.00	-
19	Roof Drain Pipe	lf	11,010		192,600.00	90.00%	9,809	9,809	192,600.00	192,600.00	-
20	Inlet Protection / Catch All Bags	ea	108		24,000.00	100.00%	108	108	24,000.00	24,000.00	-
21	4" Underdrain	lf	3,427		25,000.00	100.00%	3,427	3,427	25,000.00	25,000.00	-
22	CO#1-6" PVC SDR 26 w/StoneBack	lf	600		7,200.00	100.00%	600	600	7,200.00	7,200.00	-
23	CO#1-4" PVC SDR 26 w/StoneBack	lf	4000		40,000.00	80.00%	3,178	3,178	32,000.00	32,000.00	-
24	CO#2 Addtl Fill - Survey Error	Lump	1		8,149.00	100.00%	1	1	8,149.00	8,149.00	-
25	CO#3 Fire Lane for R.B. 1.1	Lump	1		31,102.03	100.00%	1	1	31,102.03	31,102.03	-
26	CO#4 Addendum 2	Lump	1		120,519.62	100%	1	1	120,519.62	120,519.62	-
27	CO#5 ASI #1 Issued by EMHT	Lump	1		7,800.00	100%	1	1	7,800.00	7,800.00	-
28	CO#6 Dig Basement Pad 1.0	Lump	1		2,727.00	100%	1	1	2,727.00	2,727.00	-
29	CO#7 Misc Digging	Lump	1		12,678.93	100%	1	1	12,678.93	12,678.93	-
30	CO#8 PC #7 w/ASI #5 & 6	Lump	1		35,832.00	100%	1	1	35,832.00	35,832.00	-
31	CO#9 Waterline Turnups	Lump	1		14,200.00	100%	1	1	14,200.00	14,200.00	-
32	CO#10 ASI #7- Earthwork/ Storm	Lump	1		210,107.88	100%	1	1	210,107.88	210,107.88	-
33	ASI #9	Lump	1		(1,420.00)						-
34	CO#11 Cut Sidewalk & Fence Along Leap Rd	Lump	1		540.00	100%	1	1	540.00	540.00	-
35	CO#12 Repair Heavy duty Valve Box	Lump	1		631.70	0%	0	0			-
36	CO#13 Repair Brake Valve Box Due to curb Machine	Lump	1		1,307.90	100%	1	1	1,307.90	1,307.90	-
Contract Amount				2,761,176.06		SUB TOTALS		2,692,714.86		INVOICE TOTAL	
								2,692,714.86		2,692,714.86	

3670 Lacon Road  
Hilliard, Ohio 43026



614-777-0020  
614-527-1084 Fax

### EXTRAS

Job Name:  
Contractor:  
Address:

Hickory Chase Phase 1  
Braun Construction Group, Inc.  
39395 W. 12 Mile Road Ste#100  
Farmington Hills, MI 48331

Per:  
Job #:  
Invoice #:

Rick Towle  
08-008  
7767

Date: 3/17/2009

DATE	QUANTITY	DESCRIPTION	Unit Price	EXTENSION
		Grade Ruts From Grade-Air Aroud CB 1.0 & Spread # 2 Stone on Fire Lane Behind C.B. 1.0		
3/10/2009	5.00 Hours 650 Dozer w/ operator Grading		120.00	600.00
	74.00 Tons #2 Stone		25.00	1,850.00
			Job Total \$	2,450.00

**FINAL  
NOTICE**

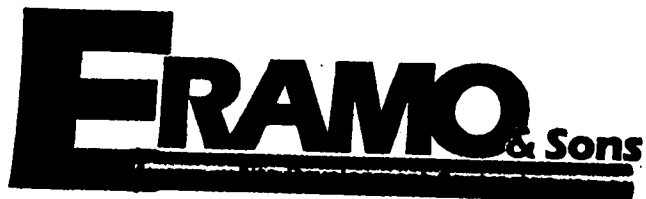
Your payment must be received  
within ten days or  
immediate action will be taken.

PAID  
3/24/09  
Braun

EX



3670 Lacon Road  
Hilliard, Ohio 43026



614-777-0020  
614-527-1084 Fax

**EXTRAS**

Job Name:  
Contractor:  
Address:

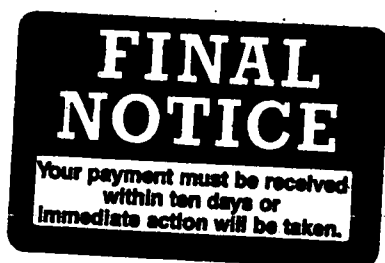
Hickory Chase Phase 1  
Braun Construction Group, Inc.  
39395 W. 12 Mile Road Ste#100  
Farmington Hills, MI 48331

Per:  
Job #:  
Invoice #:

Rick Towle  
08-006  
7772

Date: 3/17/2009

DATE	QUANTITY	DESCRIPTION	Unit Price	EXTENSION
3/12/2009	1.00 Lump	De-muck and Clean Fire Lanes and Temporary Roads	2,321.00	2,321.00
Job Total \$				2,321.00



**PAID**

Rocco A Eramo - Chairman | Anthony J. Eramo - President/CEO | John T. Eramo - Executive Vice President  
Christopher D. Eramo - CFO/Vice President | Michael G. Eramo - Vice President Utility Division | Bryan R. Eramo - Vice President Earthwork Division

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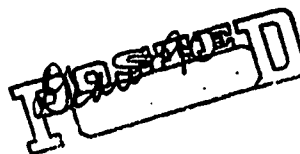
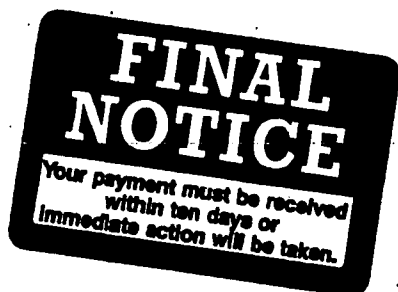
614-777-0020  
614-527-1084 Fax

**EXTRAS**

**Job Name:** Hickory Chase Phase 1  
**Contractor:** Braun Construction Group, Inc.  
**Address:** 39395 W. 12 Mile Road Ste#100  
Farmington Hills, MI 48331  
**Per:** Rick Towle  
**Job #:** 08-006  
**Invoice #:** 7771

**Date:** 3/17/2009

DATE	QUANTITY	DESCRIPTION	Unit Price	EXTENSION
Re- Grade Along Britton Parkway for Fence Installation.				
3/12/2009	7.00 Hours	Bobcat Rental w/ Operator	115.00	805.00
Job Total \$				805.00



EX

3670 Lacon Road  
Hilliard, Ohio 43026



614-777-0020  
614-527-1084 Fax

**EXTRAS**

Job Name: Hickory Chase Phase 1  
Contractor: Braun Construction Group, Inc.  
Address: 39395 W. 12 Mile Road Ste#100  
Farmington Hills, MI 48331  
Per: Rick Towle  
Job #: 08-006  
Invoice #: 7770

Date: 3/17/2009

DATE	QUANTITY	DESCRIPTION	Unit Price	EXTENSION
		Water Hardness Test		
3/10/2009	1.00	Each Test	150.00	150.00
			Job Total \$	150.00



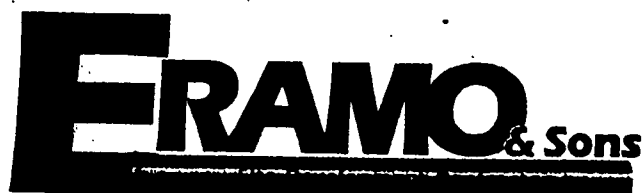
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EX

Rocco A Eramo - Chairman | Anthony J. Eramo - President/CEO | John T. Eramo - Executive Vice President  
Christopher D. Eramo - CFO/Vice President | Michael G. Eramo - Vice President Utility Division | Bryan R. Eramo - Vice President Earthwork Division

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Hilliard, Ohio 43026



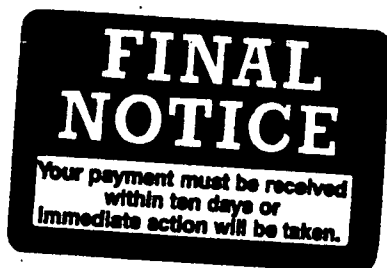
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### EXTRAS

Job Name: Hickory Chase Phase 1  
Contractor: Braun Construction Group, Inc.  
Address: 39395 W. 12 Mile Road Ste#100  
Farmington Hills, MI 48331  
Per: Rick Towle  
Job #: 08-006  
Invoice #: 7769

Date: 3/17/2009

DATE	QUANTITY	DESCRIPTION	Unit Price	EXTENSION
Repair/Repaint FH in front of RB1.1				
3/10/2009	2.00	Hours Utility Truck w/ Operator	115.00	230.00
	0.25	Paint/ Supplies	68.00	17.00
	1.00	ea. FH Repair Kit	215.75	215.75
Job Total			\$	462.75



PASTED

Rocco A Eramo - Chairman | Anthony J. Eramo - President/CEO | John T. Eramo - Executive Vice President  
Christopher D. Eramo - CFO/Vice President | Michael G. Eramo - Vice President Utility Division | Bryan R. Eramo - Vice President Earthwork Division

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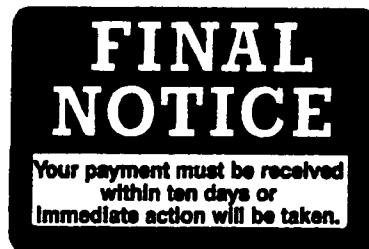
**EXTRAS**

**Job Name:** Hickory Chase Phase 1  
**Contractor:** Braun Construction Group, Inc.  
**Address:** 39395 W. 12 Mile Road Ste#100  
Farmington Hills, MI 48331  
**Per:** Rick Towle  
**Job #:** 08-008  
**Invoice #:** 7768

**Date:** 3/17/2009

DATE	QUANTITY	DESCRIPTION	Unit Price	EXTENSION
Remobilization and Extra time to install Hydrant Along Fire Lane For RB 1.2				
3/2/2009	5.00	Hours Foreman	75.00	375.00
	5.00	Hours Komatsu PC 220 w/ Operator	165.00	825.00
	5.00	Hours Pipelayer	59.50	297.50
	5.00	Hours Laborer	59.50	297.50
			<b>Job Total</b>	<b>\$ 1,795.00</b>

**POSTED**  
Raw



EX

3670 Lacon Road  
Hilliard, Ohio 43026



614-777-0020  
614-527-1084 Fax

**EXTRAS**

Job Name: Hickory Chase Phase 1  
Contractor: Braun Construction Group, Inc.  
Address: 39395 W. 12 Mile Road Ste#100  
Farmington Hills, MI 48331  
Per: Bob Parks  
Job #: 08-008  
Invoice #: 7742

Date: 12/16/2008

DATE	QUANTITY	DESCRIPTION	Unit Price	EXTENSION
<b>WORK COMPLETED FOR ARTISTIC POOLS</b>				
<b>Excavate/ Backfill Pool</b>				
10/23/2008	2.00 hours PC 400 w/ Operator		205.00	410.00
	3.00 Hours TA 30 Articulated Dump Trucks		190.00	570.00
	25.00 Tons # 57 Gravel		16.50	412.50
10/27/2008	<b>Spread 2 Loads # 57 Gravel around Pool</b>			
	1.00 hours PC 400 w/ Operator		205.00	205.00
	2.00 Hours Laborer		59.50	119.00
	47.00 Tons # 57 Gravel		16.50	775.50
11-3-08 & 11-4-08.	<b>Spread 3 Loads # 57 Gravel around Pool</b>			
	4.00 hours JD 544 Loader w/ Operator		150.00	600.00
	4.00 Hours JD 280 Loader w/ Operator		115.00	460.00
	67.00 Tons # 57 Gravel		16.50	1,105.50

**Sub Total \$ 4,657.50**

3670 Lacon Road  
Hilliard, Ohio 43026



614-777-0020  
614-527-1084 Fax

**EXTRAS**

Job Name: Hickory Chase Phase 1  
Contractor: W. H. Cannon  
Address: 36700 Northline Road  
Romulus, MI 48174  
Per: Brian Penna  
Job #: 08-006  
Invoice #: 7841

Date: 10/17/2008

DATE	QUANTITY	DESCRIPTION	Unit Price	EXTENSION
3" pumps to lower ponds for landscape work				
9/22/2008	1.00	Day Pump down Pond E	507.20	507.20
9/23/2008	0.50	Day Pump down Pond E	507.20	253.60
Cut Around Pond D for stone				
10/3/2008	4.00	Hours PC 400 Excavator w/Operator	215.00	860.00
			Job Total	\$ 1,620.80

**ATTACHMENT NO. 4**  
**TO**  
**BANKRUPTCY PROOF OF CLAIM**  
**SUBMITTED BY JOHN ERAMO & SONS, INC.**





## SUBCONTRACT AGREEMENT

**JOB# 27-007-002**  
**COST CODE: 02-200**

This Subcontract Agreement is made on (insert date)

whose address is

between:

**J M OLSON CORPORATION ("JMOC"), (the "Contractor")**  
a Michigan Corporation  
26210 Harper Ave.  
St. Clair Shores, Michigan 48081

And

whose address is

**ERAMO & SONS (the "Subcontractor")**  
3870 Lacon Road  
Hilliard, OH 43026

The Contractor has made a contract for construction dated (insert date).

with (the "Owner"):

**COLUMBUS CAMPUS, LLC**  
**701 MAIDEN CHOICE LANE**  
**BALTIMORE, MD 21228**

for the project known as

**Erickson Retirement Communities**  
**SITEWORK PHASE I**  
**4477 Leap Road**  
**Hilliard, Ohio 43026**

The Contract between the Owner and the Contractor is referred to as the "Prime Contract." A copy of the Prime Contract, including all documents enumerated therein (from which compensation amounts may be deleted) has been made available to the Subcontractor.

The Architect/Engineer for the Project is:

**DORSKY, HODGSON, PARRISH, YUE**  
**23240 CHAGRIN BOULEVARD, SUITE 300**  
**CLEVELAND, OHIO 44122**

The Subcontract Price is TWO MILLION TWO HUNDRED SEVENTY THOUSAND XXX/100 DOLLARS (\$2,270,000.00) subject to addition and deduction as set forth herein. Payments shall be subject to a retainage requirement equal to TEN (10%) percent of each progress payment.

Includes Performance Bond and Payment Bond Premium XXX/100 DOLLARS (\$ Included in Base Bid)

( ) Bond not required if checked.

Drug and Alcohol Testing Site: \_\_\_\_ Yes \_\_\_\_ No

Check which category applies: MBE \_\_\_\_ WBE \_\_\_\_ Disabled \_\_\_\_ None \_\_\_\_

F-PRE-09

JM OLSON CORPORATION SUBCONTRACT AGREEMENT

Update: 09-10-2007

JMOC INITIAL: JC

SUBCONTRACTOR INITIAL: CDE

The date of commencement shall be: March 1, 2008

The time for performance (the "Subcontract Time") shall be per the JM Olson Project Schedule (Exhibit F), subject to modifications as provided herein.

Individual phases of work under this contract to meet milestone activity completion dates per J M Olson Corporation's Schedule attached (refer to Exhibit F) and as further detailed and updated in the future.

Completion date: Fall 2008

## ARTICLE I - WORK TO BE PERFORMED

Except as otherwise provided herein, Subcontractor shall furnish all labor, materials, tools, equipment, supervision and services necessary to properly execute and complete the work identified and described in Exhibit D and Exhibit G attached hereto, the "Work" being a portion of the Work required of the Contractor under the Prime Contract. The work shall be performed by the Subcontractor in good and workmanlike manner strictly in accordance with the Subcontract Documents listed in Exhibit A attached hereto and incorporated by reference.

Subcontractor shall be bound by the terms of the Prime Contract and all documents incorporated therein, including without limitation, the General and Supplementary Conditions, and assumes toward the Contractor, with respect to Subcontractor's Work, all of the obligations and responsibilities that the Contractor, by the Prime Contract, has assumed toward the Owner. With regard to liquidated damages, the sub will only be responsible for the impact schedule created by missing milestone dates established in this subcontract.

Subcontractor has examined the Contract Documents, acknowledges the Contract Documents to be suitable for said Subcontractor's work and sufficient for their intended purposes, and agrees to perform the Subcontractor's work and complete same in full strict accordance therewith and to the entire satisfaction of Contractor, Owner and Architect.

Subcontractor shall coordinate and schedule its work to insure it is accomplished as an integrated whole with the work of the contractor, other subcontractors and separate contractors. Any labor, materials, equipment, machinery or services necessary to accomplish such integration shall be undertaken by subcontractor as part of the Subcontractors work and at no additional cost to contractor, whether or not explicitly shown or described in drawing or other contract documents. If part of subcontractor's work depends for proper execution or results upon construction or operations by the contractor, owner, another subcontractor or a separate contractor, the subcontractor shall, prior to proceeding with that portion of the subcontractor's work, promptly report any apparent discrepancies or defects in such other construction to contractor.

## ARTICLE II - CONTRACT PRICE

Contractor shall pay to Subcontractor, for the full and complete performance of the Work, the Subcontract Price set forth above.

The Subcontract Price shall not be adjusted unless (a) the Contractor is entitled to and receives a corresponding adjustment in its contract price under the Prime Contract with respect to the contracted work, (b) the Subcontract Price is adjusted by Change Order as a result of changed work as provided in Article VIII hereof, or (c) the Subcontract Price is adjusted by Change Order issued by the Contractor, and approved by the Owner with or without consent of the Subcontractor, for backcharges and adjustments to the Subcontract Price permitted under this Subcontract. The Subcontractor shall promptly give written notice to the Contractor of any claim for adjustment of the Subcontract Price under this Article within ten (10) calendar days of the occurrence thereof or such shorter time, which in no case shall be less than three (3) business days fewer, and in such form, as may be required to allow Contractor to submit its request for a change order to the Owner in compliance with the Prime Contract.

## ARTICLE III - PROGRESS PAYMENTS

As soon as possible after the execution hereof and prior to any payments being made hereunder, Subcontractor shall submit to Contractor a schedule of values of the various portions of the Work, including quantities if required by Contractor, which shall be in such form and supported by such data as Contractor may direct and which shall be subject to Contractor's approval, to enable Contractor to prepare a schedule of values for the entire Subcontract. Each scheduled item thirty thousand dollars (\$30,000) and greater shall be broken down by Labor and Material and shall not include Subcontractor's overhead and profit. General Conditions and Overhead and Profit shall be listed separately. Subcontractor warrants that the line item amounts set forth in the schedule of values submitted by the Subcontractor shall be accurate and truthful.

Unless the Prime Contract provides for a different schedule, on or before the 20<sup>th</sup> day of each month, Subcontractor shall submit to Contractor, an itemized progress estimate, supported by such data as Contractor may require, showing the estimated value of work completed as of the 31st day of that month, based on

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F-PRE-09

JM OLSON CORPORATION SUBCONTRACT AGREEMENT

Update: 09-10-2007

SUBCONTRACTOR INITIAL: 

Subcontractor's approved schedule values and on the conditions for payment under Prime Contract including, without limitation, conditions relating to material delivered to and suitably stored on the Site. Such estimate shall be used in the preparation of Contractor's application for payment to the Owner under the Prime Contract. If the Subcontractor does not submit an itemized progress estimate by the 25th of the month complying with the requirements herein, Contractor may not, at its option, include an estimated amount in its application for payment until the following month. Contractor shall pay to Subcontractor within ten (10) days of receipt of payment from the Owner, subject to receipt of payment from the Owner, an amount equal to the value of the Subcontractor's completed Work, to the extent allowed and paid by the Owner on account of Subcontractor's Work, less all previous payments and less the retainage hereof and less any amounts withheld by the Contractor as provided herein.

If the Contractor determines that the balance of the Subcontract Price then remaining unpaid will not be sufficient to complete the Work in accordance with the Subcontract Documents, no additional payments will be due the Subcontractor under this Contract unless and until the Subcontractor, at no cost to the Contractor, performs and pays in full for, a sufficient portion of the Work so that such balance of the Subcontract Price then remaining is determined by the Contractor to be sufficient to so complete the Work.

Contractor shall have the right to withhold payment for defective work not remedied, claims of the Contractor, Owner or any other person against Subcontractor arising out of or in any way connected with the Work, or any other breach of this Subcontract. If any of the foregoing deficiencies are not promptly corrected or remedied after written notice, the Contractor may rectify the same at Subcontractor's expense and deduct all costs and expenses incurred thereby from such withheld payments. No payment to Subcontractor by Contractor shall be construed to be an acceptance of any defective work.

The Subcontractor shall not stop the Work in the event of a dispute as to payments owed as long as all uncontested amounts have been paid in accordance with the Subcontract Documents.

As a condition precedent to payment to Subcontractor, Subcontractor shall submit complete waivers, releases and sworn statements from all subcontractors, material suppliers, men and laborers complying with the requirements of applicable mechanic's lien laws and such other evidence as may be required by Contractor, Owner or Owner's lender to substantiate payment.

If payment has been made by the Contractor, Subcontractor shall promptly pay its Subcontractors and laborers and material suppliers and shall not permit any liens or claims to be filed or asserted against the Project, the Owner or the Contractor by anyone furnishing labor and/or materials to the Contractor with respect to the Project. Upon three (3) days written notice to Subcontractor, the Contractor, in its sole discretion, may pay any Subcontractor, laborer or supplier of Subcontractor directly and deduct the amount of such payments from the Subcontract Price. Payment by the Contractor to any Sub-Subcontractor, laborer or supplier hereunder shall not relieve the Subcontractor of any obligations to the Contractor under this Subcontract. Contractor, in its sole discretion, may make payment by checks payable jointly to the Subcontractor and any Sub-Subcontractor, laborer or supplier of Subcontractor.

The Subcontractor agrees that Contractor shall be under no obligation to pay the Subcontractor for any work done on this construction project, until Contractor has been paid by the Owner. The provisions hereof, stating when progress and final payments are due and the amount thereof are subject to the condition that the Contractor shall receive from the Owner the progress or final payments in at least the amounts payable to the Subcontractor on account of work performed by the Subcontractor on this construction project. The Subcontractor expressly contemplates that payments to him are contingent upon Contractor receiving payment from the Owner, the Subcontractor expressly agreeing to accept the risk that he will not be paid for work performed by him in the event that Contractor is not paid by the Owner for such work. The Subcontractor states that he relies primarily for work performed on the credit and ability to pay of the Owner, and not of Contractor, and thus the Subcontractor agrees that payment by the Owner to Contractor for work performed by the Subcontractor shall be a condition precedent to any payment obligation of the Contractor to the Subcontractor. The Subcontractor agrees that the liability of the surety on Contractor's payment bond, if any, for payment to the Subcontractor, is subject to the same conditions precedent as are applicable to the Contractor's liability to the Subcontractors.

Contractor may offset against any sums due subcontractor the amount of any liquidated or unliquidated obligation of subcontractor to contractor.

#### ARTICLE IV - FINAL PAYMENT

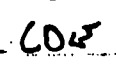
A final payment, consisting of the unpaid balance of the Subcontract Price shall be made within thirty (30) days after the last of the following to occur (a) full completion of the Work by Subcontractor, (b) final acceptance of the Work by Owner and Architect, (c) the furnishing of satisfactory evidence by Subcontractor that Subcontractor has paid in full all persons furnishing labor, material or services in connection with the Work and that Subcontractor neither has filed, nor has the right to maintain, a lien against the Owner, the Contractor, Contractor's surety, if any, or the Project, (d) the return of all drawings, plans and specifications to the Contractor, (e) delivery of all guarantees, warranties, bonds, instruction manuals, as built drawings, Project Record Documents and similar items required by the Prime Contract and/or this Subcontract and (f) release of retention and payment by the Owner in respect of Subcontractor's Work.

F-PRE-09

JM OLSON CORPORATION SUBCONTRACT AGREEMENT

Update: 09-10-2007

JMOC INITIAL: 

SUBCONTRACTOR INITIAL: 

Subcontractor shall submit a final invoice to Contractor within thirty (30) days of notification from the Contractor requesting such final invoice. The Subcontractor shall attach to its final invoice all documentation required by the Subcontract Documents or requested by the Contractor to substantiate the Subcontractor's entitlement to final payment. If Subcontractor fails to submit a final invoice within thirty (30) days, the Contractor shall determine the amount of the unpaid balance of the Subcontract Price due and owing Subcontractor and the Subcontractor shall be bound by such determination and shall be deemed to have waived any right to request final payment of a different amount.

#### ARTICLE V - DATE OF COMMENCEMENT; COMPLETION

The Subcontractor's date of commencement from which the Subcontract Time is measured shall be the date this Subcontract is executed unless a different date is provided on page one of this Subcontract, or if provision is made for the date to be fixed in a notice to proceed issued by the Contractor. Substantial Completion shall be achieved within the Subcontract Time specified on page one of this Subcontract unless extended in accordance with Article VI hereof. Substantial Completion is the time by which the Work may be utilized by the Owner for the purposes for which it is intended. Final completion shall occur within the time provided in the schedule adopted by the Contractor.

Completion of the Work and its several parts within the time allocated for such Work under the Prime Contract is of the essence of this Subcontract. Therefore, Subcontractor agrees: (a) to provide at the Project Site the materials, equipment, labor and supervision necessary and to begin the Work upon Contractor's order to do so, (b) to perform the Work and all parts thereof promptly, diligently and at such time and in such order and sequence as Contractor may direct and as is required for the best possible progress of the Work whenever such Work, or any part of it, becomes available, (c) to conduct its Work and perform all activities incidental thereto so as to facilitate and so as not to interfere with or delay the Work of the Owner, the Contractor or other Subcontractors on the site, (d) to keep itself continually informed of the progress of the Project and to confer with contractor so as to plan its Work in coordinated sequence with the work of Contractor and others, (e) if the Project is divided into parts, to perform Work in several or all parts simultaneously, if directed to do so by Contractor, and (f) to furnish sufficient forces, supervision, equipment and materials, at such times and for such periods, as will result in progress according to the progress schedule prepared by the Contractor pursuant to the Prime Contract (the "Approved Progress Schedule") or any modification thereof. The Contractor reserves the right to modify any such Approved Progress Schedule with respect to the required sequence or duration of the Work or any portion thereof, and the Contractor makes no representation that Subcontractor will be able to commence, execute or complete the Work in accordance with any progress schedule.

The Subcontractor shall cooperate with the Contractor in scheduling and performing its Work to avoid conflict or interference with the work of others. Contractor and Subcontractor acknowledge and understand that the work schedule will be modified from time-to-time to work around the work of other subcontractors, in an effort to avoid conflicts or interferences in the work of Contractor and Subcontractor, and that such schedule changes do not give rise to a claim for damages by subcontractor, for delay or otherwise. If the Contractor's schedule for the Work is revised, the Subcontractor shall conform to the most recent Schedule. Subcontractor acknowledges that the Contractor's Schedule for the Work may change during the duration of the Project and that fact was taken into account by Subcontractor when it agreed to the Contract Sum and entered into this Subcontract under the terms of the conditions set forth herein. As a result, Subcontractor shall not be entitled to any additional monies as a result of such schedule changes.

Subcontractor shall furnish labor, expedite deliveries of materials and equipment, work overtime and/or a second shift and/or holidays and weekends if directed to do so by Contractor. If the Subcontractor is in default of any provision herein and the Contractor determines such items are required to maintain satisfactory job progress, such additional labor, expediting, overtime, second shift or holiday and week-end work shall be provided by Subcontractor at no cost to the Contractor. If the Subcontractor is not in default of any provision herein, the Contractor shall pay the Subcontractor the actual costs incurred by the Subcontractor to furnish additional labor and to expedite deliveries of materials and equipment, and the actual extra cost over the rate for regular time for overtime work. All such costs shall be substantiated by invoices and time slips checked and approved on a daily basis by Contractor. Subcontractor shall not be entitled to receive any amount for overhead or profit or for any inefficiencies or loss of productivity and shall not assert any claims for overhead or profit or damages due to loss of productivity or inefficiencies.

Should the Subcontractor fail to execute the Work as provided herein, thereby causing delay in the progress of the Project or delay to the work of the Contractor or others, Subcontractor shall be liable for all loss and damages, including without limitation, liquidated and consequential damages, if any, sustained by the Owner, the Contractor and/or other Contractors. If the Contractor's Work is delayed by causes beyond the control of the Subcontractor, the Subcontractor shall be liable hereunder unless Subcontractor gives written notice of the alleged delay to the Contractor within ten (10) calendar days following the start of the alleged cause beyond the control of the Contractor, or such shorter time, which in no case shall be less than three (3) business days fewer, and in such form, as may be required to all Contractor to make claim for extension of time in compliance with the Prime Contract.

It is contemplated that subcontractor's performance under this subcontract may be delayed, accelerated, suspended, hindered or disrupted (a) by acts or omissions of the owner, contractor, architect, other subcontractors and other parties

JMOC INITIAL: 

F-PRE-09

JM OLSON CORPORATION SUBCONTRACT AGREEMENT

Update: 09-10-2007

SUBCONTRACTOR INITIAL: LDE

involved with the project, or (b) by other circumstances not caused by or within the control of subcontractor and recognized by the contract documents as excusable conditions justifying extension of the afforded time for performing and completing subcontractor's work. In such cases, subcontractor may request an extension of time for performance and completion of the subcontractor's work. The extension of time to which subcontractor may be entitled under this paragraph shall under no circumstances exceed the extension of time granted to contractor. Furthermore, such time extension shall be subcontractor's sole and exclusive remedy in respect of its work being delayed, accelerated, suspended, hindered or disrupted. Accordingly, subcontractor shall not be entitled to recover any damage or additional compensation of any type whatsoever as a consequence thereof, notwithstanding the nature of the circumstances giving rise thereto or the extent or duration thereof, any and all such circumstances and consequences being within the contemplation of the parties.

## ARTICLE VI PROJECT CLOSEOUT

### (i) Operations and Maintenance Manuals

Upon reaching 75% completion according to the Subcontractor's Application for Payment, Operations and Maintenance Manuals and record copies of submittals shall be submitted.

A value of one percent (1%) of the contract amount or fifteen thousand dollars (\$15,000), whichever is greater will be withheld until the Operations and Maintenance Manuals are submitted.

### (ii) As-Built Drawings

Mechanical and electrical Subcontractors are responsible to review as-built drawings with JM Olson Corporation's Project Superintendent on a weekly basis. One percent (1%) of the contract value or fifteen thousand dollars (\$15,000), whichever is greater will be withheld until the final as-built drawings are submitted.

### (iii) Training

Subcontractors are responsible to schedule and conduct training for owner personnel through JM Olson Corporation. Subcontractor shall include an agenda, video tape of the session, a sign-in sheet to document attendance, and documentation for the trainees. The Subcontractor shall submit the video tape (labeled), attendance sign in sheet, and training documentation to JM Olson Corporation in the same quantities required for the Operations and Maintenance Manuals.

### (iv) Attic Stock Materials

Upon reaching 90% completion according to the Subcontractor's application for payment, stock parts and attic stock materials shall be turned over to the Owner via JM Olson Corporation.

An amount of one half percent (0.5%) of the contract value or ten thousand dollars (\$10,000), whichever is greater will be withheld until the required attic stock materials are submitted.

### (v) Documents - Warranty, Asbestos Free, Smoke & Fire Spread, etc.

Upon reaching 90% completion according to the Subcontractor's application for payment, the required documents shall be submitted to JM Olson Corporation.

An amount of one half percent (0.5%) of the contract value or ten thousand dollars (\$10,000), whichever is greater will be withheld until the required documents are submitted.

### (vi) Punchlist

Within two (2) weeks prior to substantial completion; the Subcontractor shall submit to JM Olson Corporation a list of incomplete work items. The list shall include room number, description of work, and date for completion.


JM Olson Corporation will review the Subcontractor's work completion list and add items, if necessary. In the event that JM Olson Corporation's list comprised 25% or more items than the Subcontractors list, then a review fee of \$250.00 will be deducted from the contract sum and paid to JM Olson Corporation.

The Contractor shall provide the Subcontractor with a punch list approved by the Owner or Architect with respect to the Subcontractor's Work. Any items which are on the list which are not completed within fourteen (14) days (or fewer if so provided in the specifications or schedule) may, at the Contractor's sole option, be completed by the Contractor and the cost thereof plus ten (10%) percent shall be deducted from the Final Payment. Upon completion, the Subcontractor shall conduct a walk-through with the designated JM Olson Corporation's representative to confirm satisfactory completion.

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In the event the punchlist is reported complete, but found not to be complete, an amount of \$1,000 will be deducted from the contract sum and paid to JM Olson Corporation. If another (14) days pass (or fewer if so provided in the specifications or schedules) and the punchlist is not reported complete or incomplete items are discovered during a walkthrough, JM Olson Corporation may complete the items and deduct the cost to complete the punchlist, including supervision time, and \$1,000 for administrative costs.

The final sign off of all punchlist and incomplete work items is subject to the approval of the Architect and Owner.

Payment in an amount of four (4) times the estimated value of punchlist items as determined by JM Olson Corporation will be withheld until the punchlist is complete.

#### ARTICLE VII - EXTENSION OF TIME

If the Subcontractor shall be materially delayed in the progress of the Work, for reasons beyond the Subcontractor's control, and under such circumstances as entitle Contractor to an extension of time under the Prime Contract, Subcontractor shall be entitled to a corresponding extension of time for completion of its Work. No such extension will be allowed unless the Subcontractor gives the Contractor written notice of the delay and claim for extension of time within ten (10) calendar days of the occurrence thereof or such shorter time, which in no case shall be less than three (3) business days fewer and in such form, as may be required to allow Contractor to make claim for extension of time in compliance with the Prime Contract. The extension of time herein provided shall be Subcontractor's sole and exclusive remedy for any delay, and Subcontractor shall have no claim for damages against Contractor or Owner by reason thereof.

#### ARTICLE VIII - CHANGES

Contractor may, without invalidating the Subcontract or any bond given hereunder, order extra and/or additional work, deletions, or other modifications to the Work, such changes to be effective only upon written order of Contractor and Owner. Any adjustment to the Subcontract Price or to the time for completion of the Work shall be made in accordance with the applicable provisions of the Prime Contract and the lump sum or unit prices set forth in Exhibit E, or in the absence of such provisions, on an agreed, equitable basis. Notwithstanding any inability to agree upon any adjustment or the basis for an adjustment, Subcontractor shall, if directed by Contractor and Owner, nevertheless proceed in accordance with the order, and the Subcontract Price shall be adjusted as reasonable determined by Contractor with any dispute to be resolved after the completion of the Work. If requested by the Contractor and Owner, the Subcontractor shall perform extra work on a time and material basis, and the Subcontract Price shall be adjusted based on time records and material records checked by the Contractor on a daily basis.

The Subcontractor shall not receive payment for additional work or work that deviates from the Drawings and Specifications performed without a written authorization from the Contractor. The Contractor reserves the right to reject any proposal submitted by the Subcontractor to have the work done by others.

Within fourteen (14) days of receipt of direction to perform changed work, and in any event within five (5) days less than the time permitted by the Prime Contract for submission of quotations to the Owner, Subcontractor shall submit to Contractor in accordance with the specifications, the required number of copies of its quotation proposing the increase or decrease in the Subcontract Price for the changed work. The quotation shall include a detailed breakdown setting forth differences in quantity and value of labor and material costs involved and such additional cost information as may be requested by the Contractor. The Contractor's mark-up for overhead and profit shall be the percentages set forth on Exhibit E attached hereto, unless the Prime Contract provides otherwise or provides for different percentage mark-ups.

If the Subcontractor fails to submit a quotation within the time limits set forth in this Article VIII, the Contractor shall prepare a quotation with respect to the changed work proposing an estimated amount for the increase or decrease in the Subcontract Price for the changed work, and Subcontractor shall be bound by such estimate and shall be deemed to have waived any right to propose a different amount.

Should Contractor and Owner elect to have changed work performed on a time and material basis in lieu of unit prices or a negotiated lump sum, and so notifies the Subcontractor in writing, the Subcontractor shall perform the changed work at Subcontractor's actual net cost plus the mark-up for overhead and profit set forth on Exhibit E, with or without a guaranteed maximum total cost, as directed by the Contractor. All charges for time and materials shall be sustained by invoices and time slips checked and approved on a daily basis by the Contractor. The Contractor and owner shall have the right to audit Subcontractor's records with respect to the charges involved.

The time for completion of the Subcontractor's Work shall not be modified on account of changed work unless such modification is included in the quotation submitted by the Subcontractor with respect to the changed work and is authorized by Change Order. If the time for completion of the Subcontractor's Work is extended, as provided herein, any additional costs to the Subcontractor resulting therefrom shall be waived unless set forth in the quotation submitted by the Subcontractor with respect to the changed work. Furthermore, any additional costs to the Subcontractor resulting from

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extensions of the time for completion of the Subcontractor's Work shall be limited to the amount received by the Contractor pursuant to the Prime Contract with respect to such extensions.

Notwithstanding any other provision of this Article VIII, or if all or any portion of the additions, deletions or revisions to the Work authorized by the Contractor in a Change Order is denied by the Architect or Owner, with the result that the Contractor does not receive any adjustment to the Subcontract Sum, the Contractor may revise, modify or withdraw the Change Order and, in such event, the Contractor shall not be liable to the Subcontractor for any claim or adjustment to the Subcontract Sum or the Subcontract Time in excess of the adjustment for the Subcontractor's Work authorized by the Owner.

Except as otherwise provided by Article VIII in respect of changes in the subcontractor's work proposed by contractor, owner or other third parties, in all circumstances whereby subcontractor desires to preserve the right to claim or recover an increase in the subcontract amount, recovery of costs or damages or extension of time, subcontractor shall, as a condition to such right, give contractor written notice thereof (i) within (10) days after the first occurrence of the event giving rise to such claim, or (ii) at least three (3) business days before the date when contractor is required by the terms of the contract documents to provide the same or similar notice to owner or other third party, whichever occurs first. The notice shall particularly set forth the event(s) or fact(s) supporting and giving rise to such claim, the cost thereof and the time extension requested, if any. In no event shall subcontractor prevail upon any monetary claim or request for extension of time in connection with any individual or cumulative changes, matter, circumstances or conditions that have previously been addressed by a change order or modification executed between the parties. It is further expressly agreed that under no circumstances shall any failure or delay in giving such notice be excused, and no reservation of rights to make or submit a claim at a later date shall be effective to preserve the claim if not timely and properly made in accordance with this paragraph. The provisions of this paragraph shall not be deemed to establish or enhance any rights and/or remedies against contractor or its sureties that are otherwise excluded, qualified or limited by other provisions of this subcontract, other contract documents, or by terms or conditions specified in any furnished by contractors sureties.

#### ARTICLE IX - PROCEDURES

Subcontractor shall strictly adhere to the procedures set forth in Exhibit B attached hereto.

#### ARTICLE X - INSPECTIONS, DECISIONS OF ARCHITECT

The Work shall at all times be subject to inspection by the Contractor or the Architect and the Subcontractor shall provide safe, sufficient and proper facilities for such inspections. Subcontractor shall, commencing within twenty-four (24) hours after receiving written notice from Contractor, promptly take down and remove all portions of the Work which Contractor or Architect shall condemn as unsound, improper, or in any way failing to conform to the Prime Contract or the Subcontract Documents and shall make good all Work damaged or destroyed thereby, all at Subcontractor's expense. If Subcontractor does not remove and replace such Work within five (5) days, Contractor may do so at the expense of Subcontractor. Subcontractor shall be bound by the decisions of the Architect with respect to the quality and quantity of the Work, meaning of the Subcontract Documents, meaning of the Prime Contract Documents, acceptability of persons performing the Work and other matters set forth in the Prime Contract to the same extent Contractor is bound by.

#### ARTICLE XI - INDEMNITY

Subcontractor agrees to indemnify, defend and hold harmless the Contractor and the Architect and the Owner and their agents and employees, from and against any claim, injury, damage, cost, expense or liability (including actual attorneys' fees), whether arising before or after completion of the Subcontractor's Work caused by, arising out of, resulting from or occurring in connection with the performance of the Work by the Subcontractor or its agents or employees, or from any activity of the Subcontractor or its agent or employees at the Site, whether or not caused in part by the active or passive negligence or other fault of a party indemnified excepting only injury to person or damage to property caused by the sole negligence of a party indemnified hereunder. In the case of claims against the Contractor, the Owner, or their agents and employees by any employee of the Subcontractor, anyone directly or indirectly employed by it or anyone for whose acts it may be liable, the indemnification obligation under this Article XI shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

#### ARTICLE XII - INSURANCE

Subcontractor shall maintain and pay for insurance coverage of the types and with the limits set forth in Exhibit C attached hereto. Such coverage shall be maintained in form and with companies acceptable to Contractor, Architect and Owner and shall, notwithstanding the requirements of Exhibit C, meet the applicable requirements imposed by the Prime Contract any governmental authority having jurisdiction over the Work. Each policy of insurance shall name the Owner, the Architect and the Contractor as additional insureds and shall provide for thirty (30) days notice of cancellation to Contractor and Owner. Certificates evidencing such insurance shall be delivered to Contractor prior to the commencement of the Work.

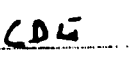
Subcontractor shall be responsible for any desired coverage against damage or loss to its own materials, facilities, tools equipment, scaffolds, bracing and similar items not covered by Owner's or Contractor's fire policy.

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The Contractor and the Subcontractor waive all rights against each other (and, in the case of the contractor against the Owner and other subcontractors) for damages caused by fire and other perils to the extent covered by the insurance required to be maintained hereunder.

#### ARTICLE XIII - WARRANTY

The Subcontractor guarantees that the Work shall be free from defects in materials and workmanship and shall conform to and meet the requirements of the Prime Contract and the Subcontract Documents and applicable code requirements and shall furnish any separate guarantee for the Work or portions thereof required under the Prime Contract or the Subcontract Documents. The Subcontractor agrees to make good, to the satisfaction of the Contractor and the Owner, any portion or portions of the Work which prove defective within one (1) year (or such longer period as may be specified in the Prime Contract or the Subcontract Documents) from the date of acceptance by the Owner, the Contractor and the Architect. All warranties shall be enforceable by the Owner, or the Contractor and their respective agents or assignees. All warranties shall survive final payment to the Subcontractor.

#### ARTICLE XIV - DEFAULT

If the Subcontractor (a) fails to supply the labor, materials, equipment and supervision in sufficient time and quantity to meet the Contractor's progress schedule as it may be modified; (b) causes stoppage or delay of or interference with the Project; (c) fails to pay its sub subcontractors, laborers, suppliers, materialmen and/or employees for work on the Project promptly; (d) fails to pay workers' compensation or other employee benefits, withholding of any other taxes; (e) fails to comply with the safety provisions of this Subcontract or with any safety order, regulation or requirement of any governing authority having jurisdiction over this Project; (f) makes unauthorized changes in supervisory personnel; (g) fails in the performance or observance of any of the provisions of this Subcontract; or (h) shall file a voluntary petition in bankruptcy or be adjudicated insolvent; obtain an order for relief under Section 301 of the Bankruptcy Code; file any petition or fail to contest any petition filed seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency or other relief or debtors; or seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of any of its assets or property, make an assignment for the benefit of creditors; or make an admission in writing of its inability to pay its debts as they become due, then the Contractor, after giving the Subcontractor written (or oral, confirmed in writing) notice of such default and forty-eight (48) hours within which to cure such default, shall have the right to exercise any one or more of the following remedies:

(i) Requires that Subcontractor utilize, at its own expense, additional labor, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to subcontractor's default;

(ii) Remedy the default by whatever means Contractor may deem necessary or appropriate, including, but not limited to, correcting, furnishing, performing or otherwise completing the Work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Subcontractor) and deducting the cost thereof from any monies due or to become due to Subcontractor hereunder;

(iii) After giving Subcontractor an additional forty-eight (48) hours written (or oral, confirmed in writing) notice, terminate this Subcontract, without thereby waiving or releasing any rights or remedies against Subcontractor or its sureties, and by itself or through others take possession of the Work, and all materials, equipment, facilities, tools, scaffolds and appliances of Subcontractor relating to the Work, for the purposes of completing the Work and securing to Contractor the payment of its costs and other damages under the Subcontract and for the breach thereof; and

(iv) Recover from Subcontractor all costs incurred by Contractor to complete the work plus a ten (10%) percent mark-up for overhead and profit, and further recover from Subcontractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential, and all reasonable attorneys' fees suffered or incurred by Contractor by reason of or as a result of Subcontractor's default. Contractor has the right to withhold monies from other subcontracted work with Contractor, until restitution of Subcontractor's default is made, if funds remaining under this agreement are insufficient to do so.

The foregoing remedies shall be considered separate and cumulative and shall be in addition to every other remedy given hereunder or under the Subcontract Documents, or now or hereafter at law or in equity.

After completion of the Work by the exercise of any one or more of the above remedies and acceptance of the Work by Owner and Architect and payment thereof by Owner, Contractor shall promptly pay Subcontractor the balance of the Subcontract Price, if any.

#### ARTICLE XV - SUBCONTRACTOR'S EQUIPMENT

The Subcontractor shall be responsible for all unloading, moving, lifting, protection, maintenance, storage, securing and dispensing of its materials and equipment at the Project Site. The Subcontractor agrees that the Contractor's equipment and operators of such equipment will be available to the Subcontractor only at the Contractor's discretion and only on the basis of established rates or charges therefore.

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## ARTICLE XVI - CLEAN-UP AND REMOVAL OF DEBRIS

Unless otherwise provided herein, removal of rubbish and debris caused by Subcontractor's work shall be done by the Subcontractor whenever required by the Contractor. If such removal is not done by the Subcontractor as directed, the Contractor may do so at the Subcontractor's expense. The Project Site shall be maintained in an orderly and clean condition and the Subcontractor shall leave the Project Site, at the completion of the Subcontractor's Work, free of all rubbish and debris caused by the Subcontractor and in a condition satisfactory to the Contractor. The Contractor reserves the right to cause all unidentifiable debris to be removed from the Project Site and allocate the cost thereof, by way of back charge or otherwise among the responsible parties, as determined by the Contractor.

## ARTICLE XVII - ASSIGNMENT

Subcontractor shall not assign, transfer, or further sublet this Subcontract, nor assign any monies due or to be come due hereunder, except with the prior written consent of Contractor. Any assignment of this Subcontract consented to by Contractor shall not operate to relieve Subcontractor of primary responsibility to the Contractor for the due and full performance hereof, and Subcontractor shall be liable to Contractor for all acts and omissions of Subcontractor's Sub-Subcontractors and assignees.

## ARTICLE XVIII - INSPECTION OF SITE

Subcontractor represents that it has carefully inspected the Project Site and examined the Drawings and Project Manual/Specifications and other Subcontract Documents and the applicable provisions of the Prime Contract and is familiar with and has satisfied itself as to the nature, location and amount of the Work, the Subcontractor's access thereto and ability to perform the Work, local code requirements applicable to the Work and requirements of permits and inspections, safety and barricade requirements, the terms and conditions of applicable collective bargaining agreements, the terms of the Contract and all incorporated documents as well as the quality, quantity and availability of labor, materials, equipment and facilities and other items required for the performance of the Work and the limiting physical and other conditions which may be encountered in the performance of the Work and assumes all risks there from.

## ARTICLE XIX - DISPUTES

The Subcontractor agrees that Contractor shall have the sole discretion, to elect to demand arbitration with the Subcontractor for any dispute or claim arising out of, or relating to the subcontract or breach thereof or performance thereof, and if arbitration is elected by the Contractor, then the arbitration shall be decided by arbitration in accordance with the Construction Industry Rules of the American Arbitration Association. Arbitration proceedings shall be held in Southfield, Michigan, at the offices of the American Arbitration Association or such other place as designated by the Contractor. In the event that Contractor shall elect not to demand arbitration, then the matter shall proceed in a court of competent jurisdiction for the dispute. Subcontractor agrees that the venue for any court proceeding shall be in a court of competent jurisdiction located in the County of Macomb, State of Michigan.

The decision and award of the arbitrators shall be final and binding upon both parties and Judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The venue for any Court proceeding shall be in a court of competent jurisdiction in the State of Michigan.

## ARTICLE XX - TAXES AND CONTRIBUTIONS

The Subcontract Price includes all pension, welfare, vacation, annuity and other union benefit contributions payable in connection with the Work, and all taxes of every kind that have been or may be imposed, levied, or assessed by any governmental authority with respect to the Work, including taxes for labor, materials and equipment utilized in connection therewith and all sales, use, personal property, excise and payroll taxes. Upon request by Contractor, Subcontractor shall furnish satisfactory evidence of payment of such contributions and taxes.

## ARTICLE XXI - TERMINATION

A.) In the event Contractor's contract with the Owner contains a termination for convenience clause which is exercised by the Owner, the rights, duties, and obligations of the parties herein shall be governed by the terms of the provisions of the convenience clause exercised by the owner.


B.) Contractor shall, at its sole option and discretion, have the right to terminate the Agreement for any reason whatsoever by providing the Subcontractor with a Notice of Termination to be effective upon four (4) days after receipt by Subcontractor with such notice to be sent by registered mail, return receipt requested. A termination for default of the Agreement shall, if wrongfully made, be treated as a termination for convenience under this clause. Whenever the Subcontractor is terminated for convenience under this clause or is wrongfully terminated under any other clause of this Agreement, the Subcontractor shall only be entitled to the actual direct costs of all labor and material expended on the job prior to the effective date.

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termination, plus five (5) percent or Subcontractor shall be entitled to be paid a pro rata percentage of the total Agreement price which is equal to its percent of completion. Whichever of the two methods provides the lowest sum to be paid to the Subcontract. In no event shall the Subcontractor be entitled to assert a claim in quantum or any other measure of damage other than that stated herein.

#### ARTICLE XXII - PAYMENTS

Subcontractor acknowledges that it relies on the credit and ability to pay of the Owner, and not the Contractor, for payment for work performed hereunder. Subcontractor agrees that as a condition precedent to Contractor's obligation to make any payment to Subcontractor, the Contractor must receive payment from the Owner. If the Contractor does not receive all or any part of the payment from the Owner in respect of Subcontractor's Work, whether because of a claimed defect or deficiency in the Subcontractor's Work or for any other reason, the Contractor shall not be liable to the Subcontractor for any sums in respect thereto.

#### ARTICLE XXIII - REMEDIES IN THE EVENT OF BANKRUPTCY

The Contractor and the Subcontractor acknowledge and agree that successful completion of the Work within the time and financial parameters anticipated by the terms of this Subcontract will require prompt and continued administration and performance by Subcontractor and other subcontractors and that any delay therein for any reason, including a bankruptcy proceeding respecting Subcontractor, would create immediate and irreparable harm to the Owner, the Contractor and the other subcontractors. To that end, this Subcontract contains a right to terminate in the event of bankruptcy of the Subcontractor, it being recognized that such action would be necessary to avoid and minimize such delay and consequent damage to all concerned.

If, as a matter of law, the Contractor does not have the right due to a bankruptcy proceeding involving the Subcontractor to exercise the remedies provided for in this Subcontract, then if Subcontractor, as debtor or its trustee, wishes to assume this Subcontract, in addition to curing or adequately assuring the cure of all the Subcontractor's defaults existing under this Subcontract on the date of filing of the proceedings and thereafter, the Subcontractor, as debtor, or its trustee, must also furnish adequate assurances of future performance under this Subcontract.

#### ARTICLE XXIV - SAFETY

The subcontractor shall at its own cost and expense protect its employees and other persons from risk of death, injury, bodily harm, and environmental release and impact arising out of or in any way connected with the subcontractor's work.

Subcontractors shall protect all persons on or near the premises from all unreasonable risks of injury that arise during or as a result of the work.

Subcontractor shall comply with all applicable environmental, health, and safety regulations or standards issued by Federal, State, or local agency having jurisdiction over the work being performed; project specific environmental, health, and safety procedures and programs required by the client; the Environmental, Health, and Safety Program of JMOC; all Right to Know and similar hazard communication standards; and any safety rule or procedure required by the subcontractor's own safety program that does not conflict or provides a greater standard of protection than do the above. It is the subcontractor's responsibility to maintain awareness of any and all current and pending environmental, health, and safety legislation, regulation, or standard that applies to its work. Should new legislation, regulation, or standard take affect during the course of the subcontractor's work, the subcontractor shall bear all expense to comply with said legislation, regulation, or standard. The subcontractor shall indemnify, defend, and save the Contractor harmless from any liability, loss, cost, penalty, damage, or expense, including attorney's fees, which Contractor may incur as a result of or in any way connected with any alleged violation by subcontractor of any legislation, regulation, order, rule, requirement, or standard.

The subcontractor will absorb all costs related to corrective action necessary by JMOC to ensure the subcontractor's compliance with environmental, health, and safety legislation, regulation, or standard. Such costs may include material and labor to oversee the subcontractor's safety programs, provide training, and attendance at special meetings by JMOC EHS Department Staff.

Subcontractor shall provide a designated safety representative for the Work of this Subcontract. The safety representative shall have experience in safety health aspects of the construction work, shall work in improving the safety and health of people involved in, and in the proximity of, the Work of the Subcontract, and be on the job site during all normal work hours.

Subcontractor's safety representative shall, at a minimum, establish a safety program for the job site, a copy of which shall be furnished to the Contractor. The safety program shall include:


- (i) A list of general and specific safety guidelines for trade work.

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(ii) A training program for instructing each worker to recognize and avoid unsafe conditions and to apply good safety and health practices.

(iii) A system for ensuring that machinery and equipment are operated only by qualified people.

(iv) A system for tagging and removing unsafe machinery, equipment, tools and goods.

(v) A system for investigating each injury and reporting its cause and the steps taken to prevent recurrence to Contractor.

(vi) Subcontractor shall review the safety program with the Contractor before implementing it.

(vii) A system of disciplinary action for failure to follow safety regulation.

(viii) Designating by name all Competent and Qualified Persons required by specific Standards.

In addition to the above, the Subcontractor shall strictly comply with JMOC Environmental Health & Safety program for the Project and with all safety policies and procedures of the Contractor.

The Subcontractor shall not receive, use or store at the Site any hazardous substance unless contained in a container labeled with the original label applied by the manufacturer of such substance. The Subcontractor shall maintain at the Site and forward to the Contractor copies of the most current Material Safety Data Sheets with respect to each hazardous substance received, used, or stored at the Site by the Subcontractor. The Subcontractor shall immediately forward to the Contractor any updated Material Safety Data Sheets. The Subcontractor shall properly label, and inform the Contractor of, any pipes or piping systems containing hazardous substances used or maintained at the Site by the Subcontractor. Prior to the receipt of such materials at the Site, the Subcontractor shall submit a list of all materials which the Subcontractor intends to receive, use or store at the Site that are classified as hazardous substances pursuant to applicable Federal, state or local Employee or Community Right to Know statutes, regulations or requirements.

The Subcontractor shall not permit the use or sale of alcoholic beverages, illegal drugs or controlled substances on or about the Site, nor shall he allow any person under the influence of these to remain on the Site. The Subcontractor acknowledges and shall advise his employees and sub-subcontractors that the drinking of alcohol or use of illegal drugs or controlled substances during or before working hours (even if consumed off the Site) to be an offense justifying termination of this Subcontract for good cause.

#### ARTICLE XXV - EQUAL EMPLOYMENT OPPORTUNITY

Contractor is committed to non-discrimination in employment. Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, physical impairment, national origin, height, weight or marital status.

The provisions set forth herein are part of this Subcontract, and Subcontractor shall comply in full therewith. Subcontractor shall comply with all requirements of the Contractor, including without limitation, inspections, reviews and reports, to insure Subcontractor's compliance with these provisions.

#### ARTICLE XXVI - PERFORMANCE AND PAYMENT BONDS

At the request of the Contractor or Owner, the Subcontractor shall furnish performance and payment bonds, each on the amount of one hundred (100%) percent of the Subcontract price. The performance and payment bonds shall be issued by licensed commercial sureties, in form and substance acceptable to the Owner and Contractor, and shall be multiple obligee bonds in favor of the Owner, the Owner's lender, and the Contractor and their respective successors and assigns, and shall be increased in the event of an increase in the Subcontract price. The premium for such bonds shall be an increase to the Subcontract price.

#### ARTICLE XXVII - MISCELLANEOUS

(a) Subcontractor shall obtain and pay for all necessary permits and licenses and comply with all statutes, ordinances, rules, regulations and orders of any governmental or quasi-governmental authority applicable to the performance of the Work and be responsible for and correct any violations thereof.

(b) Subcontractor shall repair all damage to the Work or the work or property of others caused by Subcontractor, except for work performed out of sequence by other subcontractors.

(c) Subcontractor hereby expressly warrants that it shall examine the work installed by others that affects Subcontractor's Work and that if any defects exist, Subcontractor shall immediately notify Contractor in writing and the Subcontractor shall not proceed until such defects are corrected or Subcontractor is given written authorization to proceed signed by an officer of

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Contractor. If Subcontractor fails to give notice as required herein, Subcontractor shall be deemed to have waived any claim with respect to such defects.

(d) This Subcontract and the Subcontract Documents are intended to supplement and complement each other and shall, where possible, be thus interpreted. If, however, any provisions of this Subcontract irreconcilably conflicts with a provision of the other Subcontract Documents, the provision imposing the greater duty on the Subcontractor shall govern.

(e) This Subcontract shall be binding upon and shall insure to the benefit of the parties hereto and their successors and permitted assigns.

(f) This Subcontract Agreement is the entire agreement between the parties and this Subcontract supersedes all negotiations or any previous written or oral representations or agreements. Except as provided in Article II with respect to backcharges and adjustments to the Subcontract Price permitted under this Subcontract, this Subcontract may be amended only by a written agreement executed by both parties.

(g) This Contract shall be null and void of no effect (1) if Contractor and the Owner do not enter into and execute the Prime Contract; (2) Contractor is unable to commence its work on the Project due to causes beyond its reasonable control; or (3) the Architect or Owner objects to the Subcontractor.

(h) No waiver by Contractor of any breach of Subcontractor or a provision of this Subcontract shall be deemed a waiver of any other provision hereof or of any subsequent breach by Subcontractor of such provision.

(i) If any provision of this Subcontract (or the application thereof) is invalid or unenforceable to any extent, the remainder of this Subcontract (and other applications thereof) shall not be affected thereby, and each provision of this Subcontract shall be valid and enforceable to the fullest extent permitted by law.

(j) Subcontractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the subcontractor's work, including but not restricted to conditions bearing upon transportation, existing structures, disposal, handling and storage of materials, availability of labor, water, electric power, roads or other forms of access, and uncertainties of weather, river stages, tides or similar physical conditions of the site, the conformation and conditions of the ground with the character and content of all other contracts related to the project, and the character of machinery, equipment and facilities needed preliminary to and during prosecution of the subcontractor's work. Subcontractor further acknowledges that he has satisfied himself as to the character, quality and quantity of the surface and subsurface materials, obstacles and other conditions, which may be encountered. Contractor assumes no responsibility for any conclusions or interpretations made by subcontractor on the basis of the information made available by the owner, architect or other third parties.

#### ARTICLE XXVIII - ENTIRE AGREEMENT

This Subcontract and the documents incorporated herein sets forth the entire agreement between the Contractor and the Subcontractor.

#### ARTICLE XXIX - EXHIBITS

The complete Subcontract Agreement is comprised of this Subcontract Agreement, along with the following exhibits.

- Exhibit A - Contract Documents
- Exhibit B - Procedures
- Exhibit C - Insurance Requirements
- Exhibit D - Scope of Work
- Exhibit E - Unit Prices, Alternates, Mark-Ups
- Exhibit F - Project Schedule
- Exhibit G - Pre Award Conference Form

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JM OLSON CORPORATION SUBCONTRACT AGREEMENT  
Updated: 06-10-2007

JMOC INITIAL: 

SUBCONTRACTOR INITIAL: LDE

ARTICLE XXIX - AUTHORITY

By his signature below, the undersigned represents that he is duly authorized to execute this Subcontract on behalf of the Subcontractor.

The Subcontractor is:

\_\_\_\_\_ An individual whose signature appears below and address appears on page 1 hereof

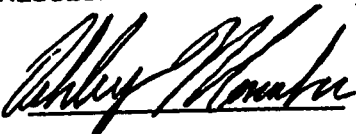
\_\_\_\_\_ A partnership, full name of all Partners being:

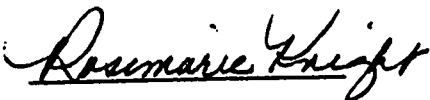
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

X A corporation incorporated under the laws of the State of Ohio, for whom the undersigned is a president or executive vice president and who is authorized to sign contracts.

IN WITNESS WHEREOF, the parties have executed this Subcontract as of the date set forth on page 1 hereof.

WITNESSES:

By: 

By: 

CONTRACTOR:

J M Olson Corporation  
a Michigan corporation

By: 

Dick Conway,  
Project Manager

Dated: 3/10/08

SUBCONTRACTOR:

By: 

Its: VP/CFO

Dated: 2/19/08

F-PRE-09

JM OLSON CORPORATION SUBCONTRACT AGREEMENT

Update: 09-10-2007

JMOC INITIAL: 

SUBCONTRACTOR INITIAL: CDE

**EXHIBIT A**  
**CONTRACT DOCUMENTS**  
**Page 1 of 2**

1. The subcontract documents consist of the following documents as Issued by EMH & T, permit issue dated 08-07-07.

**EMH & T**

<u>Sheet</u>	<u>Description of Sheet</u>
00.001-00.002	Phase diagram
21.000	Overall Sheet Key
21.001	Overall Sheet Key
21.002-21.003	General notes, specifications & estimate of quantities
21.004	Legends and abbreviations
21.010-21.015	Existing conditions
21.030-21.035	Erosion control plan
21.050-21.055	Demolition and tree preservation plan
21.056	Marketing center demolition plan
21.100-21.103	Horizontal control plan
21.109	Overall layout plan
21.110-21.132	Layout plan
21.200	Overall storm sewer plan
21.201	Overall sanitary sewer plan
21.202	Overall water main plan
21.203	Waterline connection detail
21.210-21.232	Utility plan
21.300	Overall grading and utility plan
21.301	Gatehouse detail
21.310-21.332	Grading and utility plan
21.400-21.412	Plan and Profile Loop Rd
21.420-21.425	Construction Details
21.428-21.435	Storm Drainage & Sanitary Sewerage Details
21.439-21.443	Storm Drainage Details
21.446-21.449	Water line details
21.450-21.455	Conduit and sleeve plan
21.460-21.465	Site lighting plan
21.466-21.467	Power tele/data conduit sections and details
21.480-21.494	Storm sewer profiles
21.510-21.516	Sanitary sewer plan
21.570	Phasing - Construction detail trailer and parking
22.000	Orientation plan
22.010-22.015	Tree preservation plan
22.110-22.132	Hardscape layout
22.210-22.221	Site hardscape details
22.310-22.332	Landscape layout
22.333	Landscape details
22.410-22.432	Signs
22.510-22.532	Irrigation

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JM OLSON CORPORATION SUBCONTRACT AGREEMENT  
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JMOC INITIAL: RC

SUBCONTRACTOR INITIAL: CDE

EXHIBIT A  
CONTRACT DOCUMENTS  
Page 2 of 2

**EMH & T**

CD Submission 08-13-2007

- Soil Report and Addendum
- Agtek Information
  - Phase I Grading
  - Mass Excavation Grading
- Division 2 Specs

Pre- Bid Meeting 08-17-2007 Addendum 1

- Issued Updated Overall Layout Plan
- Water Connection Detail
  - 21.203 Waterline connection detail
- Pavement Sections
  - 21.439-21.443 Storm Drainage Details
- Temporary Parking Lot Basin (Deleted)

Addendum 2 09-05-2007

- Pre-grade Plan (AutoCAD For Agtek)
- Lot Layout Plan
  - 21.109 Overall layout plan
- Scope of Work
- Milestone Schedule
- Updated Storm Plan
- Turn Down-Underdrain
  - 21.420 Construction details
- Proposal Form
- ESA Phase I - Description of Removal of Items
- Cover Letter

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JM OLSON CORPORATION SUBCONTRACT AGREEMENT  
Update: 05-10-2007

JMOC INITIAL: 

SUBCONTRACTOR INITIAL: CDE

**EXHIBIT B  
PROCEDURES  
Page 1 of 3**

The Work shall be performed subject to, and in strict accordance with, the following requirements:

1. The Subcontractor shall confine its materials, tools, equipment and operations to those areas specified by the Contractor and shall protect such items against damage from other subcontractors, weather, theft, vandalism and other causes.
2. Subcontractor shall submit shop drawings and other submittals in accordance with the Prime Contract or and as additionally required by the Contractor. Subcontractor shall submit a minimum of one ( 1 ) reproducible and four ( 4 ) copies of all shop drawings and other submittals for approval, and any additional copies that may be required after approval, for use by Contractor, in the format prescribed in Division 1 of the Prime Contract. Submit per schedule by Contractor or in any event in sufficient time to prevent delay. The Subcontractor shall promptly submit shop drawings and samples required to perform its Work efficiently, expeditiously and in a manner that will not cause delay in the progress of the Subcontractor's Work or the work of the Contractor or other subcontractors. No allowance of an extension of time shall, in any event, be made to the Subcontractor for delay by the Subcontractor in preparing drawings or in securing approval of the Architect thereto where such drawings are not properly prepared or when the Subcontractor by the exercise of reasonable diligence and judgment could have anticipated and avoided the delay. Approval of shop drawings and other submittals by Contractor and Architect shall not relieve the Subcontractor of its obligation to perform the Work in strict accordance with the requirements of the Subcontract Documents and its responsibility for the proper matching and fitting of the Work with contiguous work.

**ALL SUBMITTALS / SHOP DRAWINGS AND SUBMITTALS SHALL BE IDENTIFIED BY PROJECT MANUAL/TECHNICAL SPECIFICATION SECTION NUMBER AND SENT DIRECTLY TO:**

**ATTENTION     *Tim Bemus, Project Engineer*  
J M Olson Corporation  
4477 Leap Road  
Hilliard, OH 43026**

3. The Subcontractor, in carrying out its Work, shall take all necessary precautions to properly protect the finished and unfinished work of other trades and adjacent property from damage caused by its operations and further agrees to pay the Contractor for any damages or delay that may be caused to such work by the Subcontractor or by its agents or employees.
4. The Subcontractor shall cooperate with the Contractor and all other subcontractors whose work might interfere with the Subcontractor's Work, and shall participate in the preparation of coordinated drawings as required by the Subcontract Documents or the Contractor or as otherwise appropriate, specifically noting and advising the Contractor of any such interference.
5. The Subcontractor shall furnish monthly written progress reports on the Work and such other periodic reports as the Contractor may require, including "Material and Equipment Status Reports" providing information on the status of materials and equipment which may be in the course of preparation or manufacture or delivery.
6. All communications shall be solely through the Contractor. The Subcontractor shall not communicate directly with the Architect or Owner unless specifically authorized to do so in writing by the Contractor.
7. Subcontractor shall provide sufficient workmen, equipment and materials for the prompt and diligent execution of the work and shall not directly or indirectly employ workmen, equipment or materials that are likely to cause strikes, slowdowns or similar interruptions of the Work. Subcontractor shall comply with all wage rates, reporting obligations, safety regulations and similar requirements established under the Prime Contract and by any governmental authority having jurisdiction. Any employee of the Subcontractor may be refused admittance to the Project Site or may be requested to leave the Project Site at any time by the Contractor and the Contractor shall not be required to have or state any reason for such action. If any employee or employees of the Subcontractor are so barred from the Work, the Subcontractor shall immediately replace such employee or employees with employees satisfactory to the Contractor.
8. Whenever it may be useful or necessary for the Contractor to do so, the Contractor shall be permitted to occupy and/or use any portion of the Work which has been either partially or fully completed by the Subcontractor before final inspection and acceptance thereof by the Owner, but such use and/or occupation shall not relieve the Subcontractor of its guarantee of said Work and materials nor of his obligation to make good at its own expense any

JMOC INITIAL: 

F-PRE-09

JM OLSON CORPORATION SUBCONTRACT AGREEMENT  
Update: 09-10-2007

SUBCONTRACTOR INITIAL: LDG



**EXHIBIT B  
PROCEDURES  
Page 2 of 3**

defect in materials and/or workmanship which may occur or develop prior to Contractor's release from responsibility to the Owner.

9. The Subcontractor specifically agrees that it is responsible for the protection of its Work until final completion and acceptance thereof by the Owner and that it will make good or replace, at no expense to the Contractor or the Owner, any damage to its work which occurs prior to said final acceptance.
10. Dimensions on Drawings are to be followed; the Subcontractor shall NOT scale drawings; all measurements must be checked at the premises before the Work is executed. No extra charge shall be made for changes necessitated by minor variations in the actual conditions at the Site from what is shown on Drawings.
11. The Subcontractor shall arrange for delivery of its materials so as to prevent interruptions of or delay to its Work or the work of others. Within fourteen (14) days of execution of this Subcontract, Subcontractor shall submit to the Contractor a schedule for delivery of materials, equipment and a material status report.
12. The Subcontractor shall employ, and require its sub-subcontractors to employ, only compatible labor to the end that the work of the Subcontractor and all other contractors may proceed without interference by labor disputes and without embarrassment there from to the Contractor or Owner. The Subcontractor shall be responsible for any work stoppages or union jurisdictional disputes and shall pay any additional expenses incurred by the Subcontractor or the Contractor or others as a result of any work stoppages or union disputes related to any of the Subcontractor's Work.
13. The Subcontractor shall appoint a superintendent to supervise the performance of the Subcontractor's Work at all times. The Subcontractor's superintendent shall be authorized to act on behalf of the Subcontractor and shall attend all Project meetings at the request of the Contractor. The Subcontractor's superintendent shall be designated prior to commencement of the Subcontractor's Work, and the designated superintendent shall not be substituted or replaced without the prior approval of the Contractor.
14. Except as provided otherwise herein, any notice required to be given or which may be given to the Contractor pursuant to this Subcontract shall be forwarded in writing, by personal delivery or by certified mail, return receipt requested, to:

Dick Conway, Project Manager  
J M Olson Corporation  
4477 Leap Road  
Hilliard, OH 43026

until the Contractor shall otherwise advise the Subcontractor in writing. Any notice required to be given or which may be given to the Subcontractor pursuant to this Subcontract shall be forwarded in writing, by personal delivery or by certified mail, return receipt requested, to until the Subcontractor shall advise the Contractor in writing.

If deemed necessary by the Contractor, the Subcontractor may be contacted on a twenty-four (24) hour basis through the following authorized persons, at the telephone numbers indicated:

	<u>NAME</u>	<u>POSITION</u>	<u>TELEPHONE NO.</u>	<u>CELL PHONE NO.</u>
1.				
2.				
3.				

15. The Subcontractor shall follow the manufacturer's recommendations with respect to handling, storage and installation of materials and equipment furnished by the Subcontractor under this Subcontract. In the event of any conflict between the requirements of the Subcontract Documents and the manufacturer's recommendations, the Subcontractor shall follow the requirements producing the highest quality work.
16. The Subcontractor shall promptly furnish all information requested by the Contractor with respect to job progress and scheduling, including without limitation, detailed information regarding anticipated equipment use, anticipated manpower loading, anticipated interruption of power or other utilities, anticipated interface of the Subcontractor's

JMOC INITIAL: DC

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**EXHIBIT B  
PROCEDURES  
Page 3 of 3**

Work with the work of others, planned safety precautions or other activities that may affect access to the Project, anticipated requirements for temporary services, planned deliveries of equipment and materials, etc. Such information shall be furnished by Subcontractor within thirty (30) days from the date of this Subcontract or sooner if requested by the Contractor.

17. The Subcontractor shall furnish and pay for all temporary heat and power, winter protection, temporary protection, temporary facilities and other items specifically required for the performance of the Subcontractor's Work.
18. In laying out its Work, the Subcontractor shall follow benchmarks established by the Contractor. The Subcontractor shall notify the Contractor immediately if the Subcontractor believes the benchmarks are inaccurate or incomplete.
19. Unless provided otherwise herein, references to days in this Subcontract shall mean calendar days.

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**  
**Page 1 of 4**

- 11.1 Per Article XII of this Contract, each policy of insurance shall name the Owner, the Architect and the General Contractor as additional insureds. The subcontractor shall have its insurance company name Contractor Additional Insured with the following clause added: "The insurance afforded to the Additional Insured is primary insurance. If the Additional Insured has other insurance which is applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance."

**Additionally insureds:**

<b>Owner:</b>	<b>Columbus Campus, LLC</b>
<b>Owner:</b>	<b>Erickson Retirement Communities, LLC</b>
<b>Architect:</b>	<b>Dorsky, Hodgson, Parrish, Yue-EMH&amp;T-Kenneth Weikal</b>
<b>General Contractor:</b>	<b>J M Olson Corporation</b>

The certificate holder shall be named as follows:

**Ashley Monahan**  
**J M Olson Corporation**  
**26210 Harper Avenue**  
**St. Clair Shores, MI 48081**

The project name must be referenced on the certificate of insurance:

**Project Name:** **Site Work Phase I**

**JMOC Job#** **27-007**

- 11.1.1 The insurance requirements per the General Conditions and any Supplementary General Conditions of the Contract Documents are modified as follows:
- 11.1.2 The subcontractor prior to commencement of work, shall secure and maintain insurance from a company or companies either licensed (admitted, authorized) or unlicensed (eligible, unauthorized) and acceptable to the General Contractor. Such insurance shall remain in force until the work is completed and until the expiration of a ONE (1) year correction period. The insurance should protect the subcontractor from bodily injury including death, personal injury and property damage liability which may arise in whole or in part from the subcontractor's operations, whether such operations are by itself or anyone directly or indirectly employed by it.
- 11.1.3 Such insurance shall cover all contractual obligations which the subcontractor has assumed, including this indemnification:
- The subcontractor shall indemnify and hold harmless the General Contractor as well as the Owner of the project as well as their respective office agents, employees and assigns from and against all claims, damages, losses and expenses including attorneys fees arising out of or resulting from the performance of the subcontractor's work under the subcontract, provided that any such claim, damage, loss or expense is attributable to bodily injury, personal injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefore, and is caused in whole or in part by the negligent act or omission of the subcontractor or anyone directly or indirectly employed by the subcontractor or anyone for whose acts the subcontractor may be liable regardless of whether it is caused in part by the party indemnified hereunder.
- 11.1.4 Neither the subcontractor nor his insurer shall have any claim against the General Contractor to the extent the claim against the subcontractor is or should have been covered by the insurance required under the Contract Documents.
- 11.1.5 Each insurance policy shall contain an endorsement stating that the insurance company will not, prior to the completion of the project or any policy expiration date shown on the policy and the insurance certificate, whichever occurs first, terminate the policy or reduce any limits, limit or exclude coverage's therein without first mailing notice to the General Contractor by certified mail, return receipt requested. Written notice of such action must be provided at least thirty days prior to the effective date and such change.
- 11.1.6 The subcontractor shall not commence work under the contract until it has obtained all of the insurance required hereunder. Approval of the insurance by the General Contractor shall not relieve or decrease the liability of the subcontractor hereunder. In the event subcontractor fails to provide a certificate or the certificate is not valid, the subcontractor shall pay the additional premiums imposed upon the General Contractor because of such failure and the General Contractor may deduct any such items from the amounts owed the subcontractors.

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**  
Page 2 of 4

11.1.7 True and complete copies of all specified policies shall be made available to the General Contractor for inspection upon the General Contractor's request. The insurance certificate provided in the Contract shall be filed with the General Contractor. Any insurance certificate filed with the General Contractor which shall be found to be incomplete or not according to form, will be returned as unsatisfactory. Rejected insurance certificates shall be corrected as necessary and resubmitted until approved.

11.1.8 Subcontractor shall provide:

1. Statutory Workers Compensation and Employers Liability
  - \$500,000 Each Accident
  - \$500,000 Disease, Each Employee
  - \$500,000 Disease Policy Limit
2. General Liability Insurance of which shall be on an occurrence basis on either an ISO '73 comprehensive general liability form or an ISO '86 commercial general liabilities form including:
  - A. Premises/Operations, Liability, and shall not exclude explosion, collapse of underground damage coverage.
  - B. Independent Contractor Liability
  - C. Products Liability/Completed Operations Liability
  - D. Broad Form Property Damage (if '73 comprehensive general liability form)

General Liability Limits:	
General Aggregate (other than	\$2,000,000 Per Project Location
Products-Completed Operations)	\$2,000,000
Products-Completed Operations	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence Limit	
3. Business Auto Liability
  - Owned, Non-Owned, and Hired
  - Auto Liability

\$1,000,000
4. Excess Liability

\$2,000,000/Occurrence
5. Installation floater (at General Contractor's option) covering building materials at the jobsite and in transit to the jobsite at limits commensurate with the subcontractor's materials portion of its bid.

11.1.9 The cost of the insurance shall be paid by the subcontractor. The subcontractor will, if required by the General Contractor, prior to starting work, provide the General Contractor with true and complete copies of the above policies as evidence that such insurance is in existence and provides at least 30 days prior written notice of cancellation to the General Contractor.

11.1.10 The subcontractor shall furnish the General Contractor with a valid Insurance certificate confirming the insurance coverage and stating that no decrease in limits or exclusions/limitations of coverage or cancellation of the policy will be made without 30 days written notice by the insurance company to the General Contractor.

11.1.11 All policies shall contain a waiver of subrogation unless waived by the General Contractor. The waiver of subrogation shall be provided by the insurance carrier in favor of the Owner.

11.1.12 The liability insurance required of the subcontractor shall cover the risk adjacent property for collapse of structures during construction, explosion and underground liability arising out of this contract.

11.1.13 The subcontract shall maintain Completed Operations Liability Insurance for a minimum period of one (1) year after the issuance of a Certificate of Substantial Completion for all of the work or until the time when the incomplete corrective work is completed if this event takes longer than one year.

11.1.14 The subcontractor agrees to assist in every manner possible in the reporting and investigation of any accident, and upon request to cooperate with all interested insurance carriers in the handling of any claim by securing and giving evidence and obtaining the attendance of witnesses as required for any claim or suit.

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JM OLSON CORPORATION SUBCONTRACT AGREEMENT

Update: 09-10-2007


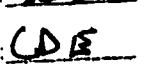
JMOC INITIAL: OC

SUBCONTRACTOR INITIAL: CDE

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**  
**Page 3 of 4**

- 11.1.15 Failure to secure the insurance coverage's, or failure to comply fully with any of the insurance provisions of this Contract or failure to secure such endorsements on policies as may be necessary to carry out terms and provisions of this contract shall in no way act to relieve the subcontractor from the obligations of this Contract.
- 11.1.16 The true and complete copies called for herein shall be furnished in duplicate and shall specifically set forth evidence of all coverage's required by Article 11. The subcontractor shall furnish to the General Contractor a true and complete copy of any new endorsement that is subsequently issued limiting or reducing coverage's or limits.

EXHIBIT C  
INSURANCE REQUIREMENTS  
Page 4 of 4

<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YY)
ACCORD		
PRODUCER	FAX:	THIS CERTIFICATE IS ISSUED AS AMATEUR OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS  CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICES BELOW.
<b><u>SAMPLE</u></b>		
ATTENTION:	EXT:	COMPANIES AFFORDING COVERAGE TO BE DETERMINED
INSURED: SUBCONTRACTOR NAME (INSERT HERE) SUBCONTRACTOR ADDRESS (INSERT HERE) SUBCONTRACTOR ADDRESS (INSERT HERE)		COMPANY A COMPANY B COMPANY C COMPANY D
<b>COVERAGES</b> THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		
CO LTR	TYPE OF INSURANCE	POLICY NUMBER POLICY EFFECTIVE DATE & POLICY EXPIRATION DATE (MM/DD/YY) & (MM/DD/YY)
GENERAL LIABILITY		GENERAL AGGREGATE \$2,000,000
(X) COMMERCIAL GENERAL LIABILITY		PRODUCTS-COMP/OP/AGG \$2,000,000
CLAIMS MADE X OCCUR		PERSONAL & ADV INJURY \$1,000,000
A	XXXXX	EACH OCCURRENCE \$1,000,000
OWNERS & CONTRACTORS PROT		FIRE DAMAGE (ANY ONE FIRE) \$50,000
		MED EXP(ANY ONE PERSON) \$5,000
AUTOMOBILE LIABILITY		COMBINED SINGLE LIMIT \$1,000,000
(X) ANY AUTO		BODILY INJURY (PER PERSON)
ALL OWNED AUTOS		BODILY INJURY (PER ACCIDENT)
A	XXXXX	
(X) SCHEDULED AUTOS		PROPERTY DAMAGE
(X) HIRED AUTOS		AUTO ONLY EACH ACCIDENT
(X) NON-OWNED AUTOS		OTHER THAN AUTO ONLY
GARAGE LIABILITY		EACH ACCIDENT
ANY AUTO		AGGREGATE
EXCESS LIABILITY		EACH OCCURRENCE \$2,000,000
A	XXXXX	AGGREGATE \$2,000,000
(X) UMBRELLA FORM		
OTHER THAN UMBRELLA FORM		
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC STATUTORY LIMITS OTHER
A	XXXXX	
THE PROPRIETOR/PARTNERS EXECUTIVE		EL EACH ACCIDENT \$500,000
OFFICERS ARE:	INCL	EL DISEASE-POLICY LIMIT \$500,000
	EXCL	EL DISEASE-EACH EMPLOYEE \$500,000
OTHER		
PROJECT: JMOB JOB #27-007 ERICKSON RETIREMENT COMMUNITIES, SITEWORK PHASE I, HILLIARD, OHIO		
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS		
PRIMARY ADDITIONAL INSURED AS RESPECT TO GENERAL LIABILITY: J M OLSON CORPORATION		
Additional Insureds: COLUMBUS CAMPUS, LLC (OWNER) ERICKSON RETIREMENT COMMUNITIES LLC (OWNER)		
EVANS MECHWART, HAMBLETON & TILTON INC.		
KEN WEIKAL - LANDSCAPE ARCHITECTURE		
CERTIFICATE HOLDER	CANCELLATION	
JM OLSON CORPORATION	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE	
41229 FOX RUN ROAD	EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL	
NOVI, MICHIGAN 48377	28 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.	
ATTENTION: ASHLEY MONAHAN	BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY	
ACCORD 25-B (1/88)	OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.	
	ACCORD CORPORATION 1988A.700	
	JMOB INITIAL: 	
	SUBCONTRACTOR INITIAL: 	

F-PRE-09

JM OLSON CORPORATION SUBCONTRACT AGREEMENT

Update: 09-10-2007

SUBCONTRACTOR INITIAL: 

**EXHIBIT D**  
**SCOPE OF WORK**  
1 of 3

**Erickson Hickory Chase**

**Earthwork and Site Utilities Scope of Work**

**Documents:**

**Drawings:** Plans and Specification issued by EMH&T, Geotechnical Exploration Report issued by Hardin Kight and BBC&M.

**Addendum:** Number One and Two

**Specifications:** One and pre-grade clarification exhibit.

**General Requirements**


1. Include all items issued in Instruction to Bidders.
2. Provide all necessary dimensional verification and layout for work specified herein. By Owner.
3. Provide all submittals (i.e. qualifications, shop drawings, samples, Owner manuals, warranties, as-built drawings, record documents, etc.) as per JMOC and Construction Documents requirements.
4. Provide all identifiable clean up; remove, haul from site and legally dispose of all excess removals i.e. asphalt, concrete, etc., debris required or caused by this work daily. Include all hauling, dumping and disposal permits and fees. Spoils to remain on site per contract documents.
5. Provide all sleeves, inserts, coring and patching necessary to perform this work.
6. Provide all temporary shoring, lifts, hoisting and scaffolding required to perform this work.
7. Provide all hoisting, transporting, unloading, protection, and storage of materials and equipment.
8. Attendance is required at coordination meetings conducted by the J M Olson Corporation Project Superintendent and or Project Manager.
9. Provide dumpster and removal of debris generated by this work as determined by J M Olson Corporation's Project Superintendent.
10. Coordinate all operations (i.e. hoists, deliveries, overtime, utility shut offs, lane closures, etc.) with JMOC Project Superintendent and local authorities.
11. Coordinate all work with that of other trades through the J M Olson Corporation's Project Superintendent.
12. Perform all work in compliance with the applicable codes and governmental regulations. Include the costs and procurement of any permits and inspections as it relates to work in this category.
13. Provide all necessary resources (i.e. labor, materials, equipment, etc.) including premium time, shift work and/or multiple crews required to maintain J M Olson Corporation's Project Master Schedule.
14. Provide owner training and participate in the commissioning process as required per the specifications.
15. Road Cleaning as required Municipality or EPA.

**F-PRE-09**

**JM OLSON CORPORATION SUBCONTRACT AGREEMENT**

**Update: 09-10-2007**

**JMOC INITIAL:** 

**SUBCONTRACTOR INITIAL:** 

**EXHIBIT D**  
**SCOPE OF WORK**  
**2 of 3**

**Scope of work shall include but is not limited to the following:**

1. Storm sewer and all associated check dams, filters (install only), etc.
2. Water main and all fittings and accessories.
3. Detention basins.
4. Grading & topsoil strip and stockpile.
5. Parking lot and road way sub grade +/- .10 ft.
6. All grades +/- .10 ft.
7. Building pads - 8" from finish floor CB-1 and RB-1 all other building pads per pre-grade plans issued.
8. Green Belt area's outside loop road to +/- .10 ft made of min 6" top soil, everything inside loop road 6" below finish grade with no top soil.
9. Installation per plans and specs.
10. Top soil excess to be stockpiled on RG1.0.
11. Dewatering for this scope.
12. Construction access mud mats & maintenance until paving base course complete.
13. Reviewed soil borings & include in bid.
14. Barricades, signage etc. required by this scope.
15. Shoring, trench boxes, etc as required for completion of work.
16. All excess material on site per direction of JMOC Superintendent.
17. Finger drains, yard drains, downspout leads for CB-1 and RB-1 and stub outs 10' with cap for all other buildings 1.2 through 1.7.
18. All utilities to 5' off building.
19. Deduct scope for trailer city.
20. Unit price for import of structural material for building pads clay in place.
21. Unit price for rock removal mechanical means only no blasting (per cu yard )
22. Unit price for undercut of ponds.
23. Dust control.
24. Unit price for imported granular backfill material. (in place)
25. Lump sum bid not unit price and quantities are verified per your bid.
26. Flow test, chlorination, and testing per City of Columbus.
27. ~~Storm Sewer cleaning when system is complete~~ and install "catch all" silt bags when complete.
28. Sanitary Sewer mandrel test, city test, infiltration testing, and possible pressure test.
29. Unit price for sleeves 4", 6", 10" per foot installed schedule 40.
30. Trailer City water and sewer.
31. Units provided in bid are same as extra work unit prices.
32. Unit Price for Lime Stabilization.
33. Scope reflects RCC of 6" light duty paving (8" total) and 7 inches for perimeter road paving. (9" total).
34. Contract includes \$18,840.00 Allowance for Remote Hydrant Leads.
35. Contract includes \$20,000.00 Allowance for Seeding and Mulching.
36. Contract includes \$17,500.00 for "Catch All" Sediment Bags.
37. Units Prices attached.
38. Bond Price Included.

CDE  
Unless left unpr  
by Eramo

F-PRE-09

JM OLSON CORPORATION SUBCONTRACT AGREEMENT

Update: 09-10-2007

JMOC INITIAL: 

SUBCONTRACTOR INITIAL: CDE



**EXHIBIT D**  
**SCOPE OF WORK**  
**3 of 3**

**Safety Requirements**

1. All work shall be performed in accordance with the applicable O.S.H.A. regulations and J.M. Olson Corporation's Safety Policy.
2. All work shall be performed in accordance with the applicable environmental laws and regulations and J.M. Olson Corporation's Environmental Policy.
3. Two (2) copies of the Subcontractor's safety program shall be submitted to J M Olson Corporation's Project Superintendent prior to start of work.
4. Submit site specific M.S.D.S. sheets prior to start of all related work.
5. Conduct weekly "Toolbox Safety Meetings" and submit minutes to J M Olson Corporation's Project Superintendent.
6. Hardhats are mandatory for the duration of the project, at all locations exposed to construction activities (non-complying employees will be asked to leave the site.)
7. Attendance at monthly safety meetings conducted by J M Olson Corporation's Project Superintendent is mandatory.

**F-PRE-09**  
**JM OLSON CORPORATION SUBCONTRACT AGREEMENT**  
**Update: 09-10-2007**

**JMOC INITIAL:** 

**SUBCONTRACTOR INITIAL:** CDE

**EXHIBIT E  
UNIT PRICES, ALTERNATES, MARK-UPS**

**1. UNIT PRICES:**

The following unit pricing includes all necessary material, labor, overhead, profit, and applicable taxes.

N/A

**ADDITIONAL PRICES TO BE PROVIDED AS REQUESTED:**

Unless the Agreement Between Owner and General Contractor provides otherwise, unit prices include all charges for fee, layout, supervision, and overhead (field and home office), general conditions items, labor, general expenses, transportation, taxes, insurance, profit, materials (with allowance for cutting losses, tolerances, mixing wastes, normal product imperfections and similar margins), and other associated costs and charges for work-in-place. These unit prices will be applied to net increases or decreases in quantities of the same item.

The foregoing unit prices shall not be subject to change during the period from \_\_\_\_ until \_\_\_\_.

**2. ALTERNATES  
N/A**

**3. MARK UP  
N/A**

Unless the Agreement Between Owner and General Contractor provides for difference mark-ups, the Subcontractor shall be entitled to the following percentages for supervision, overhead, insurance, and profit on changed work, as more particularly set forth in Article VIII of the Contract.

Additions to the contract shall be billed at actual cost plus fifteen percent (15%) on work by Subcontractors own forces and seven and one half percent (7.5%) on work by Subcontractors sub-tier Contractors.

# PROJECT SCHEDULE

NOV DEC JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC 2007 2008 2009

## Site Work

### Design Development and Permitting

1030	Site Clearing Permit	1	01OCT07 A	03OCT07 A
1050	Storm Water and Soil Erosion Permit	1	03OCT07 A	03OCT07 A
1060	Storm Sewer and Water Main Permits	1	03OCT07 A	03OCT07 A
1040	PTI	30	12OCT07 A	26DEC07

### Construction

1000	Product Data and Submittal	10	10DEC07 *	21DEC07
1010	Engineer Review and Approval	10	24DEC07	08JAN08
1020	Deliver Structures and Pipe	20	23JAN08	19FEB08
1070	Soil Erosion and Tree Protection Fencing	5	18FEB08 *	22FEB08
1080	Cleaning and Grubbing	8	25FEB08	05MAR08
1090	Site Demolition	10	25FEB08	07MAR08
1100	Strip Topsoil	30	06MAR08	16APR08
1160	Site Utilities Priority	40	06MAR08	30APR08
1150	Construction Staging Lot Development	10	10MAR08	21MAR08
1300	Trailer Mobilize and Set up	10	10MAR08	21MAR08
1130	RB 1.1 and CB 1.1 Building Pads	20	18MAR08	14APR08
1190	Sanitary Testing Approval	30	21MAR08	01MAY08
1110	Mass Grading Priority Areas	20	07APR08	02MAY08
1180	Complete Water Loop to RB 1.1 and CB 1.1	30	08APR08	19MAY08
1200	Waterline testing and approval	90	08APR08	12AUG08
1170	Site Utilities	40	01MAY08	25JUN08
1120	Mass Grading	40	05MAY08	27JUN08
1210	Temporary Electrical	15	05MAY08	23MAY08
1220	Gas Phone and Electrical	30	12JUN08	24JUL08
1230	Curb and Gutter	25	30JUN08	04AUG08
1240	Loop Road and Parking lot Sub base	25	13AUG08	16SEP08
1140	Perimeter Irrigation/ Landscaping/ Seed and Sod	70	19AUG08	24NOV08
1250	Asphalt Binder	5	17SEP08	23SEP08
1270	Asphalt Weat Course	15	24SEP08	14OCT08
1260	Light Poles	1	15OCT08	15OCT08
1280	Striping and Signage	10	15OCT08	28OCT08
1290	Punchlist	30	12NOV08	23DEC08

### Product Data and Submittal

### Engineer Review and Approval

### Deliver Structures and Pipe

### Soil Erosion and Tree Protection Fencing

### Cleaning and Grubbing

### Site Demolition

### Strip Topsoil

### Site Utilities Priority

### Construction Staging Lot Development

### Trailer Mobilize and Set up

### RB 1.1 and CB 1.1 Building Pads

### Sanitary Testing Approval

### Mass Grading Priority Areas

### Complete Water Loop to RB 1.1 and CB 1.1

### Waterline testing and approval

### Site Utilities

### Mass Grading

### Temporary Electrical

### Gas Phone and Electrical

### Curb and Gutter

### Loop Road and Parking lot Sub-b

### Perimeter Irrigation

### Asphalt Binder

### Asphalt Weat Course

### Light Poles

### Striping and Signage

### Punchlist

Start date	14NOV07
Finish date	23DEC08
Issue date	14NOV07
Issue number	1A

© Primavera Systems, Inc.

JM Olson Corporation  
Erickson Hickory Chase

Early bar  
Progress bar  
Critical bar  
Summary bar  
Start milestone point  
Finish milestone point

JMOC INITIAL:

SUBCONTRACTOR INITIAL:

F-PRE-09

JM OLSON CORPORATION SUBCONTRACT AGREEMENT

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KEVIN E. HUMPHREYS  
ATTORNEY AT LAW  
332 WEST SIXTH AVENUE  
COLUMBUS, OHIO 43201  
(614) 299-7836  
FAX: (614) 299-7837  
EMAIL: LAWYER@COLUMBUS.RR.COM

February 23, 2010

BMG GROUP, INC  
Attn: Erickson Retirement Communities, LLC  
Claims Processing  
1850 Lake Drive East  
Chanhassen, MN 55317

Re:	Proof of Claim against:	Columbus Campus, LLC
	N.D. Texas, Bankr. Case No.:	09-37019
	Filing Creditor:	John Eramo & Sons, Inc.
	Claim amount and type:	\$308,649.30; Secured – Mechanic's Lien

To Whom it may concern:

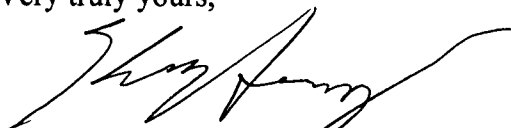
Enclosed please find two (2) originals of a completed Form B 10 - Proof of Claim together with attachments, tendered on behalf of the creditor John Eramo & Sons, Inc., to be filed in the Columbus Campus, LLC bankruptcy case, 09-37019, referenced above.

Please file the enclosed proof of claims and return one (1) bearing a time-stamp in the enclosed self-addressed stamped priority-mail flat-rate envelope.

Should you have any questions with regard to processing this proof of claim please contact me at 614-395-2497.

Thank you for your assistance with this matter.

Very truly yours,



Kevin E. Humphreys, Esq.