UNITED STATES BANKRUPTCY COURT Northern District of Texas	·	PROOF OF CLAIM
Erickson Construction, LLC	Case Number	:
NOTE: This form should not be used to make a cluim for an administrative expense arising after the commencemen administrative expense may be filed pursuant to 11 USC \$ 503	09-37016	-sqi-11
administrative expense may be filed pursuant to 11 U.S.C. § 503. Becker Electrical Group		
lame and address where notices should be sent:	Check this	box to indicate that this nds a previously filed
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282) 654-5393 BMC GROUP	Filed on:	
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	i Leigning to	YOUT claim. Attach come of
Isphone number:	statement g	iving particulars.
	17 Check this	box if you are the debtor
Amount of Claim as of Dato Case Filed: \$ 591,305,87	Or trustee in	this case.
	5. Amount of Priority on	Claim Entitled to der 11 U.S.C. §507(a). 1f
all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete m 4.	any portio	D Of Your claim falls in
Il de part of come daine is a said than the	ane of the	following entegories,
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Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized	Specification	andre of the
statement of interest or charges.	i	ority of the claim.
Basis for Claim:coods/services provided	Domestic st	pport obligations under
(See instruction #2 on reverse side.)	11 U.S.C. §	507(a)(1)(A) or (a)(1)(B).
Last four digits of any number by which creditor identifies debtor:	2 Wages, sala	ries, or commissions (up
3n. Debter may have scheduled account as:	to \$10,9504) earned within 180 days g of the bankruptcy
(See instruction #3a on reverse side.)	petition or	essation of the debtor's
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	business, w U.S.C. §50	hichever is earlier - 11 (aVA)
Direct the appropriate box it your claim is secured by a tien on property or a right of setoff and provide the requested information.		
		ns to an employee benefit S.C. §507 (a)(5).
Nature of property or right of setoff: Real Estate Motor Vehicle Other Describe:		
		5° of deposits toward ase, or rental of property
Value of Property:S Annual Interest Rate_ %	or services f	or personal, family, or
Amount of arrearage and other charges as of time case filed included in secured claim,		se – 11 U.S.C. §507
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if any: SBasis for perfection:	1 Taxes or per	nalties owed to al units – 11 U.S.C. §507
Amount of Secured Claim: S Amount Unsecured: S	government (a)(8).	ai uniti - 11 U.S.C. 930/
Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.	4	-t6 N
		cify applicable paragraph C. 6507 (a)().
Documents: Attach reducted copies of any documents that support the claim, such as promissory notes, purchase	.)	
ers, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements.	Amount	entitled to priority:
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NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER ANNING.	4/1/10 and eve	subject to adjustment on ry I years thereafter with
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he documents are not available, please explain:	the date of adj	FOR COURT USE ONLY
Date: Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the	creditor or	Erickson Ret. Co
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SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR

THIS SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR (this "Agreement") is made as of 11/26/2007 by and between ERICKSON CONSTRUCTION, LLC (the "Contractor"), having an address of 703 Maiden Choice Road, Baltimore, Maryland 21228, Attn: Pete Szpak; and The Becker Electrical Group (the "Subcontractor"), having an address of 4210 43rd Avenue, Kenosha, WI, 53144.

RECITALS

- The Contractor has made a contract for construction dated as of 11/01/2007 (the "Prime Contract") with Lincolnshire Campus, LLC (the "Owner"), having an address of 701 Maiden Choice Lane, Baltimore, Maryland 21228. A copy of the Prime Contract containing all provisions applicable to Subcontractor shall be made available to the Subcontractor, upon request, in Contractor's general offices.
- The Prime Contract is for the provision of labor, materials and services in connection with the construction of Sedgebrook RG1.0, 960 Audubon Way, being part of a project known as Sedgebrook, Inc., located in Lincolnshire, Illinois (the "Project").
- The Architect for the Work (as such term is defined in Section 2.1 below) is Wallace Roberts & Todd, LLC (the "Architect"), having an address of 1700 Market Street, Philadelphia, PA, 19103.
- The Developer of the Project is Erickson Retirement Communities, LLC (the "Developer"), having an address of 701 Maiden Choice Lane, Baltimore, Maryland 21228. 443-247-2580
- The Operator of the Project is Sedgebrook, Inc. (the "Operator"), having an address of 701 Maiden Choice Lane, Baltimore, Maryland 21228.

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

1. THE SUBCONTRACT DOCUMENTS.

- The Subcontract Documents consist of (1) this Subcontract; (2) provisions of the Prime Contract applicable to the Work, (including all General Conditions to the Prime Contract, and all Drawings and Specifications, as such terms are defined in the Prime Contract); (3) other documents listed in Section 1.2 below; and (4) modifications to this Subcontract issued after execution of this Subcontract. To the extent any terms of this Subcontract are in conflict with the terms of the Prime Contract, the terms of this Subcontract shall control. The Subcontract Documents form the Subcontract, and are as fully a part of this Subcontract as if attached to this Subcontract or repeated herein. The Subcontract represents the entire and integrated Subcontract between the parties hereto and supersedes all prior negotiations, representations or Subcontracts, either written or oral. All initially capitalized terms used herein, unless otherwise defined in this Subcontract, shall have the meanings given such terms in the Prime Contract.
- To the extent not listed directly above, the Subcontract Documents, except for Modifications issued after execution of 1.2. this Subcontract, are enumerated as follows: (on Exhibit A attached hereto)

2. THE WORK OF THIS SUBCONTRACT.

- The term "Work" shall mean and refer to all labor, supervision, materials and services scaffolding, tools, equipment, 2.1. supplies, hoisting, vertical transportation and all other things necessary for the construction and completion of the work described in Exhibit B and work incidental thereto, in strict accordance and full compliance with the terms of the Subcontract Documents (which are hereby incorporated by reference) and this Subcontract and to the satisfaction of Contractor and the Owner.
- The Subcontractor shall execute the Work described below (or if noted below, on Exhibit B attached hereto), including but not limited to, all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract to be the responsibility, of others:
 - Exhibit B, Description of work, attached.
 - The Work consists of Electrical Contract (Sub).
- Subcontractor shall carefully examine the Subcontract Documents and shall promptly notify Contractor in writing of any deficiencies, discrepancies, ambiguities or errors before proceeding with the Work.

Contract Number 316-sqi11 Claim 7-1 Part 2 Filed 02/25/10 Desc Exhibit Exhibit A Subcontract represents that it is fully qualified to perform this Subcontract, and acknowledges that, prior to the execution of this Subcontract, it has (a) by its own independent investigation ascertained (i) the Work required by this Subcontract, (ii) the conditions involved in performing the Work, and (iii) the obligations of this Subcontract and the Contract Documents; and (b) verified all information furnished by Contractor or others satisfying itself as to the correctness and accuracy of that information. Any failure by Subcontractor to investigate independently and become fully informed will not relieve Subcontractor from its responsibilities hereunder.

3. CONSTRUCTION SCHEDULE.

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

Date of Commencement: 11/19/2007

- From time to time throughout the term of this Subcontract, the Contractor shall provide the Subcontractor with copies of the Contractor's construction schedule and schedule of submittals, together with such additional scheduling details as will enable the Subcontractor to plan and perform the Work properly. The Subcontractor shall be notified promptly of subsequent changes in the construction and submittal schedules and additional scheduling details.
- If requested by Contractor, Subcontractor shall submit detailed schedules for performance of the Subcontract, in a form acceptable to Contractor, which shall comply with all scheduling requirements of the Subcontract Documents. Contractor may from time to time, at its sole discretion, direct Subcontractor to make reasonable modifications and revisions in such schedules.
- Subcontractor will proceed with the Work in a prompt and diligent manner, in accordance with Contractor's schedules as reasonably amended from time to time. Subcontractor shall be liable to Contractor for failure to adhere to Contractor's construction schedules including amendments even if such schedules differ from schedules set forth in the Subcontract Documents or the time of completion called for by the Subcontract Documents.
- Subcontractor shall be entitled to additional compensation for compliance with schedule amendments or damages for delay only to the extent the Subcontract Documents entitle Contractor to damages or to a contract adjustment increasing the price of the Prime Contract.
- SUBMITTALS. Subcontractor shall make all submittals required by this Subcontract, including shop drawings, test reports, and certificates, within seven (7) days following the Date of Commencement. Subcontractor must revise and resubmit any submittals within seven (7) days after such items are returned to Subcontractor for correction.

3.3. SUBSTANTIAL COMPLETION.

- The Project shall be substantially completed not later than 03/31/2008, ("Substantial Completion") subject to adjustments as provided in the Subcontract Documents (see Exhibit B attached hereto for details). Subcontractor must complete its Work on the Project in the necessary time sequence to assure that the Project, including the Work and the work of Contractor and all other subcontractor's on the Project, is substantially completed by the date listed above in this Section 3.3.1.
- TIME IS OF THE ESSENCE. Time is of the essence of this Subcontract, subject to any applicable notice and cure periods provided in the Subcontract.

SUBCONTRACT SUM.

SUBCONTRACT SUM. The Contractor shall pay the Subcontractor in current funds for performance of the Subcontract the Subcontract Sum of two million three hundred ninety thousand Dollars and zero Cents (\$2,390,000.00) subject to additions and deductions as provided in the Subcontract.

4.2. ALTERNATES.

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

Alternates are included in Exhibit C attached:

Dan. The Decket Electrical Atoup Cost Code: 517EC10-48400-160001 Cortase 09 9 97 9 16 - sgi 11 Claim 7-1 Part 2 Filed 02/25/10 Desc Exhibit Exhibit A Contractor Some the right to Paragraphs of the provide the following alternates (or, if noted, as set forth on Exhibit C attached hereto, which alternates are not included in the Subcontract Sum. See Exhibit C attached. Reserved Alternates defined in Exhibit C attached: 4.3. UNIT PRICES. Unit prices, if any (inclusive of overhead and prices), are as follows (or, if noted, as set forth on Exhibit C attached hereto): X___ See Exhibit C attached. Unit Prices are detailed in Exhibit C attached: ESTIMATED COST OF THE WORK. The schedule of values breakdown of the amount of the Subcontract Sum is attached hereto as Exhibit C, unless noted otherwise below in this Section 4.4. The schedule of values shall be used by Subcontractor to apply for all payments due to Subcontractor under this Subcontract. If the Schedule of Values is not attached hereto, Subcontractor shall submit to Contractor the Schedule of Values in form similar to AIA G703 format within ten (10.) days of request of Contractor for Contractor's approval. When approved, the Schedule of Values shall be used by Subcontractor to apply for all payments due to Subcontractor under this Subcontract. Estimated Cost of Work is not attached hereto. CONTRACTOR. SERVICES PROVIDED BY THE CONTRACTOR. The Contractor shall provide suitable areas for storage of the Subcontractor's materials and equipment 5.1.1. during the course of the Work, to the extent such areas are readily available, from time to time. If Contractor has available and Subcontractor elects to use Contractor's equipment or facilities, an agreed 5.1.2. price in writing must be made before such use. Subcontractor shall make its own determination before commencing to use such equipment or facilities that such equipment or facilities are adequate and safe for the Work to be performed. Such equipment and facilities shall be accepted by Subcontractor in "AS-IS" condition without warranty or representation by Contractor as to their condition or adequacy to perform the respective function. Subcontractor agrees that all personnel operating or using such equipment or facilities shall be qualified and properly trained in the operation and use of such equipment or facilities. Subcontractor agrees to return the equipment and facilities to Contractor at the conclusion of the use in as good a condition as received. In the event that any such equipment is damaged while in the possession of Subcontractor, Contractor shall be entitled to exercise Contractor's remedies under Section 8.3 of this Agreement. 6. SUBCONTRACTOR. LICENSE. The Subcontractor represents to Contractor that Subcontractor is duly licensed to perform the Work in the jurisdiction where the Project is located. Subcontractor represents that Subcontractor's License Number is ECC 929010 City of Chicago Registration Number 15972-70 and Sales or Tax Registration Number is 39-14137 ale ____, and that all such licenses and registrations shall be maintained in full force and effect throughout the term of Subcontractor's obligations under the Subcontract, including any warranty obligations. 6.2. EXECUTION AND PROGRESS OF THE WORK. The Subcontractor shall cooperate with the Contractor in scheduling and performing the Subcontractor's Work to avoid conflict, delay in or interference with the work of the Contractor, other subcontractors or Owner's own forces. Subcontractor is obligated to assure that all workmen of Subcontractor work in harmony with all other workmen on the Project. The Subcontractor shall promptly submit Shop Drawings, Product Data, Samples and similar submittals

required by the Subcontract with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Contractor or other subcontractors.

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

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

Page 3 of 12

Desc Exhibit Exhibit A

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Subcontract Page 4 of 11
The Subcontractor shall, at Subcontractor's sole cost and expense, supply adequate tools and equipment, and shall also at all times supply and promptly pay for a sufficient number of properly skilled workmen and for a sufficient amount of materials and supplies of proper quality to prosecute efficiently and promptly the Work in accordance with the requirements of the Subcontract and in accordance with a mutually agreed upon schedule. Subcontractor hereby acknowledges that the Project will be built on an accelerated basis and Subcontractor acknowledges that it has taken such accelerated schedule into account for meeting the requirements of this Subcontract. If, in Contractor's reasonable opinion, Subcontractor fails to maintain the progress of its Work in accordance with the agreed upon schedule, Contractor may require Subcontractor to accelerate Subcontractor's performance by use of overtime work, work on Saturdays, Sundays, and Holidays, all without additional compensation, if, in the reasonable opinion of Contractor, such additional work is necessary to maintain proper progress of Subcontractor's Work. Upon request of Contractor, Subcontractor shall submit evidence satisfactory to Contractor evidencing the Subcontractor's ability to comply with the agreed upon schedule. No overtime or charges for an accelerated Construction Schedule shall be paid by Contractor unless specifically agreed to in writing by an executive officer of Contractor before the overtime is performed.

- The Subcontractor shall take necessary precautions to protect the work of other subcontractors from damage caused by operations by the Subcontractor. Subcontractor shall be responsible for and protect the Work in place from the elements and all other causes of damage until completion and final acceptance by Contractor and shall adequately store and protect its own materials and materials furnished it by Owner, Contractor and other suppliers. Subcontractor will use without unreasonable waste any materials or equipment furnished by the Owner, Contractor or other suppliers and will pay for any damage to such material or equipment sustained during Subcontractor's use or possession.
- 6.2.7. Subcontractor shall install all necessary equipment and materials in the necessary time sequence, (except at scheduled temporary omissions and leapfrog areas), and prior to close-in of any area so as to maintain the progress of the Work and the Project and eliminate any rework to install materials or equipment out of sequence. The Subcontractor shall bear any cost related to installation of materials or equipment that is installed out of sequence, unless such out of sequence work is directed or authorized in writing by Contractor. The Subcontractor shall participate in the preparation of coordinated drawings in areas of congestion, specifically noting and advising the Contractor of potential conflicts between the Work of the Subcontractor, the Contractor, and other subcontractors or the Owner's own forces. Subcontractor shall be represented on the Project while the Work is in progress by a competent full-time supervisor satisfactory to Contractor.
- Should Subcontractor's performance of the Work be delayed by any acts of Contractor, Contractor's other 6.2.8. contractors or Contractor's suppliers, Subcontractor shall receive an equitable extension of time for the performance of the Work, but shall not be entitled to any increase in the Subcontract Sum or to damages or additional compensation as a consequence of such delays, and Subcontractor hereby waives any claim for any such increase, damages or additional compensation.
- Subcontractor shall complete all Work in accordance with the mutually agreed upon schedule. No extensions of time or provision for additional costs will be allowed for weather related delays unless Subcontractor submits in writing within seven (7) days from the date incurred, a claim for delay resulting from inclement weather. Contractor may, in its sole discretion, approve or disapprove a claim for delay.

6.3. LAWS, PERMITS, FEES AND NOTICES.

- The Subcontractor shall provide all notices and comply with all Federal, state or local laws, ordinances, building codes, rules, regulations and orders of public authorities bearing on performance of the Work of this Subcontract. The Subcontractor shall secure and pay for all perfects and governmental fees, licenses and inspections necessary for proper execution and completion of the Subcontractor's Work, the furnishing of which is required of the Contractor by the Prime Contract.
- Subcontractor shall be liable to Contractor, Developer, Operator and the Owner for all loss, cost and 6.3*.*2. expense attributable to any acts of commission or omission by Subcontractor, its employees and agents, and lower-tier subcontractors resulting from failure to comply with any Federal, state or local laws, building codes, ordinances or regulations including, but not limited to, any fines, penalties or corrective measures.
- Except as otherwise provided by the Subcontract Documents, Subcontractor agrees to pay, comply with, and hold Contractor, Developer and Operator harmless from all social security, state unemployment, welfare fees, and all other Federal, State and local taxes (including sales and use taxes) and fees of every nature applicable to the Work including penalties or any interest.

SAFETY PRECAUTIONS AND PROCEDURES. 6.4.

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

Page 4 of 12

Contract Namber 317E-10-48400-160001

Contract Namber 317E-10-48400-160001

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

- 6.4.2. If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Subcontractor, the Subcontractor's sub-subcontractors, or anyone directly or indirectly employed by them, the Subcontractor shall, at least three (3) days before bringing such substances onto the Site, provide Contractor with a materials data sheet for such substances, and give written notice of the chemical composition of such substances to Contractor. Subcontractor will comply with all laws regarding Subcontractor's use and handling of such hazardous substances by Subcontractor or Subcontractor's sub-subcontractors, agents and employees.
- 6.4.3. Contractor reserves the right to require Subcontractor to perform from time to time, at Subcontractor's cost, drug testing of all or any of Subcontractor's agents, employees and sub-subcontractors. Such testing must be done with testing companies selected or approved by Contractor. Subcontractor must prohibit from the Work Site any persons that test positively for drug use. Contractor shall be entitled to prohibit from the site any persons that Contractor deems to be disruptive to the smooth construction of the Project.
- 6.5. CLEANING UP. The Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract. Subcontractor shall at all times keep the Subcontractor's work area; keep the premises free from rubbish, debris and waste and surplus materials resulting from its operations; and shall turn over the work area in such condition as to permit the next succeeding work to be commenced without further cleaning. If Subcontractor fails to comply with the provisions of this Section, Contractor shall have the right itself or through others to perform such cleaning and to charge the cost thereof to Subcontractor, plus overhead charges of twenty-five percent (25%), provided the Subcontractor is given a twenty-four (24) hour written notice of such delinquency and fails to remedy same. Subcontractor shall not damage the work of others by its performance of its obligations under the Subcontract and shall indemnify Contractor for damage caused by Subcontractor or its agents to the work of Contractor, and other contractors, including court costs and attorney's fees.
- 6.6. WARRANTY. In addition to any product warranties required by the Subcontract, the Subcontractor warrants to Contractor that all material and equipment incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defect and in conformance with the Prime Contract and the Subcontract. All Work not conforming to these requirements may be considered defective. Subcontractor shall, promptly upon request of Contractor, furnish all labor, materials and supervision necessary to correct or replace any defective or nonconforming Work and any damage caused by such defect or fault, at no cost to Contractor or Owner, for a period of one (1) year from the date of Final Payment, except for latent defects, which shall be for a period of six (6) months following the discovery of such latent defect. This warranty shall run to and be enforceable by Owner, Contractor, and their successors and assigns. This warranty shall be in addition to and not in limitation of any other warranty or remedy provided by law or by the Subcontract.
- 6.7. INDEMNIFICATION. To the fullest extent permitted by law, the Subcontractor shall indemnify, defend and hold harmless the Owner, Contractor, Operator, Developer, their respective parent and subsidiaries, and their respective agents, officers, employees, members and directors of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from performance of the Subcontractor's Work under this Subcontract, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent or intentional acts or omissions of the Subcontractor, the Subcontractor's sub-subcontractors, materialmen or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 6.7.

7. CHANGES IN THE WORK.

- 7.1. CONTRACTOR CHANGES. Contractor may at any time make changes in the Work either:
 - (a) By written change order signed by Contractor and Subcontractor prior to commencement specifying the changes to be made and the increase or decrease in the Subcontract Sum and extension of time, if any; or
 - (b) By written direction to Subcontractor to proceed with changes in the Work, specifying the changes to be made and specifically stating that an equitable adjustment in the Subcontract Sum will be made, based on the time and materials to perform such changes; or
 - (c) By written direction to Subcontractor to proceed with changes in the Work, specifying the changes to be made and specifically stating that the Subcontract Sum shall be adjusted based on actual costs of performing such changes based on time and materials, plus a fixed fee, to be set in such change order.
- 7.2. OBLIGATION TO PROCEED. Subcontractor shall proceed with the changes ordered so as not to delay the Work. In the event Contractor changes the Work pursuant to 7.1(b) above, Subcontractor shall file with Contractor within sever (7) days from the

Page 5 of 12

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Contracts Europe 7016-sqj11 Claim 7-1 Part 2 Filed 02/25/10 Desc Exhibit Exhibit A date of such order Subcontractor's written iterated for the perfect of forming the changes to be made. If mutual agreement on the cost is reached, Subcontractor and Contractor will execute a written change order executed by the authorized officers or designees of Contractor and Subcontractor. If mutual agreement cannot be reached and the changes are required by Contractor, the Work shall proceed and Subcontractor shall be entitled to a reasonable adjustment in the Subcontract sum and in the time for performance of the work to the extent such adjustments are focused by the Contractor's written change order. If the extra Work or changes are required by Contractor, Subcontractor does not waive its right by proceeding under protest provided it so notifies Contractor in writing within five (5) days from submittal of the itemized estimate referred to above.

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

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

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

8.2. TERMINATION BY THE CONTRACTOR.

- 8.2.1. If the Subcontractor (i) fails or neglects to carry out the Work in accordance with the Subcontract or otherwise to perform in accordance with this Subcontract; and (ii) fails within thirty-six (36) hours after receipt of notice to correct such default or neglect, the Contractor, in addition to Contractor's remedies under Section 8.3 and 8.4 of this Subcontract, may immediately and without further notice to Subcontractor terminate the Subcontract.
- 8.2.2. For its convenience, the Contractor shall have the right to terminate this Subcontract for any reason by giving the Subcontractor written notice of termination. Such termination for the Contractor's convenience shall be effective upon Subcontractor's receipt of written notice of such termination. Termination for default, if wrongfully made, shall be treated as a termination for convenience. In the event that the Subcontractor is terminated for the convenience of the Contractor, the Subcontractor shall be paid a pro rata percentage of the Subcontract Sum equal to the percentage of Work in place, less payments theretofore received by the Subcontractor. In no event shall the Subcontractor be entitled to receive payment for anticipated profits for unperformed Work.
- 8.3. CONTRACTOR'S REMEDIES. Should Subcontractor (a) fail to correct, replace and/or re-execute faulty or defective Work and/or materials furnished under the Subcontract; (b) fail to complete or diligently proceed with the Work in accordance with the agreed upon schedule; (c) fail to correct or repair any damage to the Project caused by the acts or omissions of Subcontractor; or (d) otherwise be in default of any provision of the Subcontract, if such failure or default is not corrected, then Contractor shall have the right to correct, replace or otherwise remedy and such defect, deficiencies or delayed performance by any reasonable and expedient means, including taking over or supplementing Subcontractor's Work and materials and employing such additional labor, equipment and materials as may be necessary to cure the default and achieve compliance with the Subcontract. In such event, Contractor may deduct from any sums due to Subcontractor the cost of performing such work and correcting such deficiencies, plus overhead of fifteen percent (15%) of such cost. If payments then or thereafter due Subcontractor are not sufficient to cover such amount, Subcontractor shall promptly pay the difference to Contractor. The remedies of Contractor under this subparagraph are in addition to any other remedies available to Contractor under the Subcontract or available at law or in equity.
- 8.4. CONTRACTOR'S ADDITIONAL REMEDIES. Subcontractor shall reimburse Contractor for any loss, damage or extra expense paid or incurred by Contractor which is due to Subcontractor's failure to supply materials, labor, or to properly perform the Work in accordance with the Subcontractor Documents. Subcontractor's failure to perform shall include the failure of its lower-tier subcontractors to perform. Subcontractor's liability shall include but not be limited to (1) damages and other delay costs payable by Contractor to the Owner; (2) Contractor's increased costs of performance, such as extended overhead and increased performance costs resulting from Subcontractor-caused delays or improper Subcontractor Work; (3) warranty and rework costs; (4) liability to third parties; (5) excess reprocurement costs; (6) consultants' fees; and (7) attorneys' fees and court costs. Contractor may take over any of Subcontractor's outstanding sub-subcontracts and purchase orders and take possession of all tools, equipment, scaffolds, material and supplies of Subcontractor which are on the Project site, in transit to, or especially manufactured for, the Work for use in completion of the Project. Contractor is hereby granted a lien on all such property to secure Subcontractor's performance under this Subcontract. Subcontractor shall, upon request of Contractor, execute and deliver to Contractor all documents and take all such steps to effect the legal assignment of Subcontractor's contractual rights under such sub-subcontracts and purchase orders, but Contractor shall not be required to

Page 6 of 12

EC: ____ Sub: ____

Contract Number: 3 assume Say or subcontractions of the contract Number: 3 assume Say or subcontractions of the contract Page 7 of 11 Subcontract Page 7 of 11

8.5. ASSIGNMENT OF THE SUBCONTRACT.

- 8.5.1. In the event of termination of the Prime Contract by the Owner, the Contractor may assign this Subcontract to the Owner, with the Owner's agreement, subject to the provisions of the Prime Contract and to the prior rights of the surety, if any, obligated under bonds relating to the Prime Contract.
- 8.5.2. The Subcontractor shall not assign this Subcontract without the written consent of the Contractor, nor subcontract the whole or any portion of this Subcontract without the written consent of the Contractor.

9. MUTUAL RIGHTS AND RESPONSIBILITIES.

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

10. PROGRESS PAYMENTS.

10.1. APPLICATIONS FOR PAYMENT.

SUBCONTRACTOR SHALL SUBMIT ALL REQUISITIONS AND APPLICATIONS FOR PAYMENT FOR PAYMENT PROCESSING TO: ERICKSON CONSTRUCTION, LLC; Pete Szpak 960 Audubon Way, Lincolnshire, IL, 60069 OR TO SUCH OTHER ADDRESS AS CONTRACTOR MAY DIRECT.

- 10.1.1. Based upon applications for payment submitted to the Contractor by the Subcontractor, corresponding to Applications for Payment submitted by the Contractor to the Owner, and Certificates for Payment issued by the Owner, the Contractor shall make progress payments on account of the Subcontract Sum to the Subcontractor as provided below and elsewhere in the Subcontract. Each application for payment shall be in the form attached hereto as Exhibit D, or such other form as may otherwise be requested by Owner, and must include a Partial Release of Liens in either the form attached hereto as Exhibit E, or such other form as may otherwise be requested by Owner, and with such detail substantiating Subcontractors right to payment. With each application for payment, Owner will require a Sworn Statement in compliance with Illinois Mechanics Lien Statute, 770 ILCS 60/5 and lien waivers and releases valid under Illinois law in the form attached hereto as Exhibit E or Exhibit E, or such other form as may otherwise be requested by Owner.
- 10.1.2. The period covered by each application for payment submitted by Subcontractor shall be one (1) calendar month ending on the last day of the calendar month. Each application for payment must be based on actual work performed by or under Subcontractor through the 19th day of the month, and the reasonably estimated work to be performed by or under Subcontractor during the balance of the month.
- 10.1.3. Provided an application for payment is received by the Contractor not later than the 20th day of a month, the Contractor shall include the Subcontractor's Work covered by that application in the next Application for Payment which the Contractor is entitled to submit to the Owner. Subcontractor's progress payments shall be due and payable within ten (10) working days after the Contractor receives payment for the Subcontractor's Work from the Owner. If the Owner or Architect fails to issue a Certificate for Payment or the Owner fails to pay Contractor for Subcontractor's Work within forty-five (45) days following the applicable Application for Payment, and such failure is not the fault of the Subcontractor or Subcontractor's sub-subcontractors, the Contractor shall pay the Subcontractor, within ten (10) days following demand, a progress payment computed as provided in Section 10.2 of this Subcontract. Notwithstanding the foregoing, payments to Subcontractor may be withheld on account of (i) defective Work not remedied, (ii) claims filed, (iii) damage to Contractor or another subcontractor or (iv) failure to carry out the Work in accordance with the Subcontract.
- 10.1.4. If an application for payment is received by the Contractor on or after the 21st day of any calendar month, the Subcontractor's Work covered by such application shall be included by the Contractor in the next Application for Payment submitted to the Owner.
- 10.1.5. Each application for payment shall be based upon the most recent schedule of values approved by the Contractor in accordance with Section 4.4 of this Subcontract. Applications for payment submitted by the Subcontractor shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Subcontractor's application for payment.

Contract Number: 3
Case 09-37016-8911 Jubcontractor shall part 2 Filed 02/25/10 Desc Exhibit Exhibit A
Case 09-37016-8911 Jubcontractor shall pay in claimants for all costs and expenses resulting from the performance of the Work and for all labor and materials used. Subcoline for and shall hold Contractor and Owner harmless from and indemnify Contractor and Owner for all court costs, attorney's fees and damages resulting from claims by sub-subcontractors and Subcontractor's suppliers and all liens and all claims of persons furnishing material or labor on behalf of Subcontractor in connection with the Work. Subcontractor shall deliver to Contractor with each application for payment recordable affidavits and lien releases or waivers acceptable to Contractor from Subcontractor and Subcontractor's sub-subcontractors and suppliers. In the event any person or entity claiming by, through or under Subcontractor notifies Contractor of any non-payment or seeks to encumber funds held by Contractor and payable to Subcontractor or files a lien or other claim against the Project, or Contractor's interest therein, Subcontractor shall within three (3) days notify Contractor if Subcontractor disputes such claim. If at any time a lien has been filed against Contractor, the Owner, the Project or any sums held by Contractor by any person or entity claiming through Subcontractor, Subcontractor shall, within seven (7) days of receipt of notice of such lien pay the claim and cause the lien to be released or shall file a bond in lieu of the payment of such lien and shall cause the lien to be released from the project.

- Notwithstanding the foregoing, if such lien or claim is due solely to sums wrongfully held by Contractor, 10.1.7. Subcontractor shall not have any obligation to hold harmless or indemnify Contractor against such lien or claim.
- PROGRESS PAYMENTS. Subject to the provisions of the Subcontract, the amount of each progress payment shall be computed as follows:
- Take that portion of the Subcontract Sum properly allocable to completed Work as determined by 10.2.1. multiplying the percentage completion of each portion of the Subcontractor's Work by the share of the total Subcontract Sum allocated to that portion of the Subcontractor's Work in the schedule of values, less that percentage actually retained, if any, from payments to the Contractor on account of the Work of the Subcontractor;
- Add that portion of the Subcontract Sum properly allocable to materials and equipment delivered and suitably stored at the site by the Subcontractor for subsequent incorporation in the Subcontractor's Work or, if approved in advance in writing by the Owner, suitably stored off the site at a location agreed upon in writing, less the same percentage retainage required by the Prime Contract to be applied to such materials and equipment in the Contractor's Application for Payment;
 - 10.2.3. Subtract the aggregate of previous payments made by the Contractor, and
- 10,2,4, Subtract amounts, if any, calculated under Subparagraph 10.2.1 or 10.2.2 which are related to Work of the Subcontractor for which the Architect has withheld or nullified, in whole or in part, a Certificate of Payment for a cause which is the fault of the Subcontractor or Subcontractor's sub-subcontractors.
- 10.2.5. All periodic payments by Contractor shall be subject to a retainage, to be held by Contractor, of ten percent (10%) of the amount billed by Subcontractor. To the extent approved or permitted by Owner and any lender providing financing for all or any part of the Work, and if Subcontractor is in compliance with the terms of the Subcontract, the aggregate amount of the retainage, subject to offset for defects and deficiencies, shall be reduced to five percent (5%) upon the Work achieving fifty percent (50%) completion and acceptance thereof by Contractor and Owner. No periodic payment by Contractor shall be deemed to constitute acceptance of any faulty or defective Work.
- 10.3. STORED MATERIALS. Notwithstanding the provisions of Subsection 10.2., payment for stored materials may be conditioned on delivery to the Owner of bills of sale (which shall include a complete description, including photographs, bills of lading, serial numbers, warehouse receipts and/or inventories, as appropriate for Owner to identify the stored materials) and such other procedures satisfactory to Owner to establish the Owner's title and to insure and otherwise protect the Owner's interest in and to such stored materials, unless requested otherwise by Contractor. Subcontractor shall schedule the materials to prevent the arrival of major items well in advance of their incorporation into the improvements.
- 10.4. SUBSTANTIAL COMPLETION. When the Work or a designated portion thereof is substantially complete in accordance with the requirements of the Prime Contract, the Contractor shall, upon application by the Subcontractor, make prompt application for payment for such Work. Within thirty (30) days following issuance by the Owner of the Certificate for Payment covering such substantially completed Work, the Contractor shall, to the full extent allowed in the Prime Contract, make payment to the Subcontractor, deducting any portion of the funds for the Work withheld in accordance with the Certificate of Payment to cover costs of items to be completed or corrected by the Subcontractor. Such payment to the Subcontractor shall be the entire unpaid balance of the Subcontract Sum if a full release of retainage is allowed under the Prime Contract for the Work prior to the completion of the entire Project. If the Prime Contract does not allow for a full release of retainage, then such payment shall be an amount which, when added to previous payments to the Subcontractor, will reduce the retainage on the Subcontractor's substantially completed Work to the same percentage of retainage as that on the Contractor's work covered by the Certificate of Payment.

FINAL PAYMENT.

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

Page 8 of 12

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- 11.2. LIEN WAIVERS. Final payment shall not be due until Subcontractor has delivered to Contractor a complete, recordable affidavit and release of all liens arising out of this Subcontract, in the form attached hereto as Exhibit F, or such other form as may otherwise be requested by Owner, covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Contractor indemnifying Contractor and the Project against any and all lien(s). If any lien remains unsatisfied after all payments are made, Subcontractor shall refund to Contractor all monies the latter may be compelled to pay in discharging such lien, including all court costs and expenses and reasonable attorney's fees. The acceptance of final payment shall constitute a release of all claims by Subcontractor except those previously made in writing and identified by Subcontractor as unsettled at the time of the final application for payment.
- 11.3. EVIDENCE OF PAYMENT. Before issuance of the final payment, the Subcontractor, if required, shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Subcontractor's Work have been satisfied.
- 11.4. SUB-SUBCONTRACTORS AND PROVIDERS. Subcontractor shall keep Contractor informed of all subsubcontractors, and all materials and/or service providers of any tier who provide materials or service for any part of the Work in excess of One Thousand Dollars (\$1,000.00) by completing, submitting and updating as appropriate Exhibit G attached hereto.
 - 12. INSURANCE AND BONDS.

12.1. COVERAGES.

- 12.1.1. Before the Subcontractor commences any Work pursuant to this Subcontract, the Subcontractor shall obtain and maintain throughout the term of the Subcontract, insurance of the types and in the minimum amounts set forth on Exhibit H. Self-insured retentions and/or deductibles may not be more than Ten Thousand Dollars (\$10,000.00). Acceptance of any insurance by Contractor shall not relieve or decrease the liability of the Subcontractor.
- 12.1.2. Coverages must be maintained with financially secure insurance companies licensed to do business in the State where the Project is located, have a Best's Guide Rating of not less than A-VI and must otherwise be acceptable to Owner and Contractor. Coverage must be maintained without interruption from date of commencement of the Work until date of final payment, and Contractor, Developer, Owner, and the Operator, their parent and subsidiary companies, together with their employees, officers agents, members and directors shall be named as additional insureds and Lender where required, under Subcontractor's Commercial General Liability policy, Automobile liability policy, Products/Completed Operations Coverage and the Umbrella/Excess Insurance. The additional insured coverage is to be provided by ISO form CG20100704, CG20370704, or equivalent forms, a copy of which will be provided with the certificate of insurance. All such policies shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs afforded to the indemnities and/or additional insured's identified within this agreement.
- 12.1.3. Certificates of insurance acceptable to the Contractor, together with all appropriate endorsements, shall be filed with the Contractor prior to commencement of the Subcontractor's Work, and at least ten (10) days prior to the expiration of any policy. These certificates and the insurance policies required by this Article 12 shall contain an endorsement that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Contractor. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as required in Article 11. If requested by Contractor, Subcontractor shall provide certified copies of all such policies to Contractor within ten (10) days of such request. Subcontractor must immediately notify Contractor of any reduction or restriction in the required insurance that takes place during the term of the Subcontract, and/or in the event the insurer notifies the Subcontractor of its intent not to renew coverage.
- 12.1.4. The Contractor shall furnish to the Subcontractor upon demand, satisfactory evidence of insurance required of the Contractor under the Prime Contract.
- 12.1.5. If Subcontractor fails to secure and maintain the required insurance, Contractor shall have the right (without any obligation to do so, however) to secure same in the name and for the account of the Subcontractor in which event the Subcontractor shall pay the costs thereof to Contractor upon demand and furnish upon demand all information that may be required in connection therewith..
- 12.1.6. The insurance provisions of this Subcontract shall not be construed as a limitation on the Subcontract's responsibilities and liabilities pursuant to the terms and conditions of the Subcontract, including, but not limited to, liability for claims in excess of the insurance limits and coverages set forth herein.
- 12.1.7. The Subcontractor shall not make changes in or allow the required insurance coverages to lapse without the Contractor's prior written approval thereto.

Page 9 of 12

Contract Number 37016-sgj11 Claim 7-1 Part 2 Filed 02/25/10 Exhibit H, Sched B - Insurance Requirements Secondaria Page 10 of 11

Desc Exhibit Exhibit A

Exhibit I - Payment Bond

Exhibit J - Performance Bond

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

WITNESS:

1 1/1

Kelly Lading

CONTRACTOR

ERICKSON-CONSTRUCTION, LLC

By:

David Tague Vice President

Dated:

: 12/9/07

SUBCONTRACTOR

By:

The Becker Electrical Group

James A. Becker

President

Dated: 12-10-67

Page 12 of 12

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- 12.2. WAIVERS OF SUBROGATION. The Contractor and Subcontractor waive all rights against (1) each other and any of their Subcontractors, sub-subcontractors, agents, employees, officers, members and directors, each of the other, and (2) the Owner, Developer, Operator, and any of their Subcontractors, sub-subcontractors, agents, employees, officers, members and directors, for damages caused by fire of other perils to the extent covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as fiduciary. The Subcontractor shall require of the Subcontractor's sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
- 12.3. The Contractor shall promptly, upon request of the Subcontractor, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Subcontract,

12.4. Performance Bond and Payment Bond:

Bond Required for the payment and performance bonds. All bonds must be in the AIA312 format or equal. Cost of bond is on bonding company's invoice at standard rates. Subcontractor must include the names of the Owner and Lender on all bonds as a dual oblige. Subcontractor can provide this information through a dual oblige rider. Two original copies of all bonds are required and should be forwarded to the Corporate Office located at 991 Corporate Boulevard, Linthicum, MD 21090.

Unless waived by Contractor in this Subsection 12.4, prior to the commencement of the Work, Subcontractor shall pay for and deliver to Owner acceptable, statutory payment and performance bonds in the full amount of the Subcontract sum issued by a surety acceptable to Owner.

13. SETTLEMENT OF DISPUTES.

- 13.1. In the event of any dispute involving the Work performed or to be performed, Contractor shall issue a decision which shall be followed by Subcontractor, without interruption, deficiency, or delay. If Subcontractor does not agree with such decision, Subcontractor may make a claim under Section 7.3. and the matter shall be resolved as set forth in Article 13.2. or 13.3. as applicable. If the Subcontractor prevails, Subcontractor's sole remedy shall be an equitable adjustment determined as provided in Section 13.2. or 13.3. as applicable. In addition to notice required by Article 9 or the Subcontract Documents, notification of any claim for the equitable adjustment must be asserted in writing not later than ten (10) days after Subcontractor's knowledge of the claim, and if Section 13.2. is applicable, within sufficient time to allow Contractor to give notice to the Owner under the Subcontract Documents.
- 13.2. In case of any dispute between Contractor and Subcontractor, in any way relating to or arising from any act or omission of the Owner or involving the Subcontract Documents, Subcontractor agrees to be bound to Contractor to the same extent that Contractor is bound to the Owner, by the terms of the Subcontract Documents, and by any and all preliminary and final decisions or determinations made thereunder by the party, board or court so authorized in the Subcontract Documents or by law, whether or not Subcontractor is a party to such proceedings. In case of such dispute, Subcontractor will comply with all provisions of the Subcontract Documents allowing a reasonable time for Contractor to analyze and forward to the Owner any required communications or documentation. Contractor will, at its option, (1) present to the Owner, in Contractor's name, all of Subcontractor's claims and answer the Owner's claims involving Subcontractor to present to the Owner, in Contractor's name, all of Subcontractor's claims and answer the Owner's claims involving Subcontractor's Work, whenever Contractor is permitted to do so by the terms of the Subcontract Documents. Contractor will further invoke on behalf of Subcontractor, or allow Subcontractor to invoke, those provisions in the Subcontract Documents for determining disputes. If such dispute is prosecuted or defended by Contractor, Subcontractor, at its own expense, agrees to furnish all documents, statements, witnesses, and other information required by Contractor and to pay or reimburse Contractor for all costs incurred by Contractor in connection with the dispute including attorneys' fees and court costs.
- 13.3. To the extent not resolved under Section 13.2 above, any dispute between Contractor and Subcontractor shall, at Contractor's sole option, be decided by litigation. In the event of any lawsuit under this clause, the Courts of Illinois shall have sole and exclusive jurisdiction. DUE TO THE SPECIALIZED NATURE OF CONSTRUCTION LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY.

14. MISCELLANEOUS PROVISIONS.

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

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Aging Detail by Customer Name with Job Info

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Current amount due Case 09-37016-sgj11 Claim 7-1 Part 3 Desc Exhibit Exhibit B Filed 02/25/10 Page 2 of 40 From: I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the Erickson Construction, LLC relating to the above referenced project. I also certify that the Contract completed to date Original contract amount Request for payment Contract For: Electrical Work - Cost Code 517E10-48400-160001 contractor has paid all amounts previously billed and paid by the owner. Remaining contract to bill Date: CONTRACTOR: urrent billing Revised contract amount Approved changes Current additional charges Current request for payment Total completed less retainage Taxes to date Add-ons to date Less current retainage Less previous requests Less retainage BECKER ELECTRICAL GROUP, INC 4210 43rd Avenue Kenosha, WI 53144 BECKER ELECTRICAL GROUP, INC. \$2,390,000.00 \$2,155,763.61 \$201,578.00 \$257,259.33 \$276,245.18 \$17,729.94 \$0.00 \$0.00 \$0.00 \$0.00 ö Erickson Construction, LLC 20 Riverside Road Lincolnshire, IL 60069 \$2,572,592.15 \$2,591,578.00 \$2,315,332.82 \$159,569.21 \$177,299.15 \$159,569.21 Notary Public Subscribed and sworn to before me this State Of Illinois My commission expires: CHANGE ORDER SUMMARY Changes approved in previous months by Owner NET CHANGES by Change Order Total approved this Month Chroni Contract date: 11/26/2007 عرد ment **Architect**: 50-81-4 Project: 44096 Scope: Electrical work per Subcontract dated 11-26-07, Cost Code 517EC10-48400-160001 Period ending date: Sedaebrook RG Building County Of Lake 18th day of February TOTALS Invoice date: Invoice: Draw: ADDITIONS 2/28/2009 2/18/2009 318281 201,578.00 244,478.00 44096-00015 240,516.00 3,962.00 DEDUCTIONS 42,900.00 42,900.00

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Period Ending Date: 2/28/2009 Detail Page 2 of 4 Pages

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96,300.00 80,250.00 12,620.00 18,930.00 16,775.00 15,775.00 53,010.00 53,010.00 53,340.00 64,500.00 12,800.00 12,800.00 14,090.00 14,090.00 14,090.00 14,090.00 171,415.00 16,390.00 17,988.00 7,988.00 7,988.00 7,987.00 17,160.00 25,740.00 25,740.00 25,740.00 25,740.00 25,7450.00	Invoice: 318281 Total Prev Contract Com Amount W
81,485.00 76,237.50 40,125.00 11,989.00 17,983.50 12,620.00 53,010.00 21,204.00 21,204.00 21,204.00 19,350.00 32,250.00 12,900.00 70,450.00 21,135.00 35,225.00 14,090.00 137,132.00 185,129.10 171,415.00 16,000.00 6,070.50 9,105.75 7,588.60 5,990.25 17,1450.00 21,450.00 21,450.00 22,740.00 21,450.00	Previously Completed Work 64,200.00
4,012.50 40,125.00 631.00 3,155.00 14,986.25 5,301.00 14,136.00 14,136.00 20,569.90 8,570.80 318.50 479.25 399.40 1,996.75	Work Completed This Period
	Presently Stored Materials
91,485.00 80,250.00 80,250.00 12,620.00 17,983.50 15,775.00 14,986.26 53,010.00 35,340.00 35,340.00 35,250.00 12,900.00 70,450.00 21,135.00 35,225.00 14,090.00 171,416.00 171,416.00 171,416.00 17,988.00 7,988.00 7,988.00 7,987.00 17,987.00 21,450.00 21,450.00 21,450.00	Period Ending Date: 2/28/2009 Completed
95.00 100.00	% Comp
4,815.00 946.50 788.75	4 2 3 1
9,148.50 8,025.00 8,025.00 1,262.00 1,798.36 1,577.51 1,498.63 5,301.00 3,534.00 3,534.00 6,450.01 1,290.00 1,290.00 1,290.00 1,213.51 3,522.51 1,409.00 13,713.20 20,569.91 17,141.60 1,600.00 639.00 958.51 798.80 798.71 1,716.00 2,145.00 2,145.00 2,145.00 2,574.00 2,145.00 2,145.00	Retainage Balance 6,420.00

Project: 44096 / Sedgebrook RG Building

Invoice: 318281

Draw: 44096-00015

Period Ending Date: 2/28/2009 Detail Page 3 of 4 Pages

Case 09-37016-sgj11	Claim 7-1 Part 3 Invoices F	Filed 02/25/10 Desc Exhibi	t Exhibit B
66 64 63 63 63 64 65 65 65 65 65 65 65 65 65 65 65 65 65	•	J	Item ID
56 CATV - 2nd Floor 57 CATV - 3rd Floor 58 Intercom/Clock - Basement 59 Intercom/Clock - 1st Floor 60 Intercom/Clock - 2nd Floor 61 Intercom/Clock - 3rd Floor 62 CR20 ASI 4 Sheet 91.01 63 ASI 4 Sheet 91.02 64 CO#03-004 Low voltage 65 CCO#01 3-400A breakers	Security - 2nd Floor Security - 3rd Floor LV Phone/Data - Basement LV Phone/Data - 1st Floor LV Phone/Data - 2nd Floor LV Phone/Data - 3rd Floor CATV - Basement CATV - 1st Floor	34 Motors - Basement 35 Motors - 1st Floor 36 Motors - 2nd Floor 37 Motors - 3nd Floor 37 Motors - 3nd Floor 38 Temporary Power - Basement 39 Temporary - 1st Floor 40 Temporary - 2nd Floor 41 Temporary - 3nd Floor 42 Site - 8asement 43 Site - 1st Floor 44 Generator 45 Bond 46 Security - 1st Floor	Description
2,100.00 2,100.00 48,735.00 97,470.00 48,735.00 48,734.00 12,389.00 167,769.00 6,816.00	23,176.00 23,176.00 29,358.00 58,716.00 29,358.00 29,358.00 29,358.00 4,200.00	9,450.00 2,835.00 1,890.00 4,725.00 11,280.00 16,920.00 14,100.00 14,100.00 21,350.00 21,350.00 22,840.00 23,176.00 46,352.00	Total Contract Amount
1,890.00 1,575.00 46,298.25 92,596.50 43,861.50 41,423.90 12,389.00 167,769.00 6,816.00	22,017.20 19,699.60 27,890.10 55,780.20 26,422.20 24,954.30 1,890.00 3,780.00	9,450.00 2,835.00 1,890.00 4,488.75 11,280.00 14,100.00 14,100.00 21,350.00 21,350.00 21,350.00 22,640.00 22,640.00 22,640.00 22,640.00	Previously Completed Work
210.00 525.00 2,436.75 4,873.50 7,310.10	1,158.80 3,476.40 1,467.90 2,935.80 2,935.80 2,935.80 4,403.70 210.00 210.00	236.25	Work Completed This Period
			Presently Stored Materials
2,100.00 2,100.00 48,735.00 92,596.50 48,734.00 12,389.00 167,769.00 6,816.00	23,176.00 23,176.00 29,358.00 58,716.00 29,358.00 29,358.00 2,100.00 3,990.00	9,450.00 2,835.00 1,890.00 4,725.00 11,280.00 16,920.00 14,100.00 14,100.00 21,350.00 21,350.00 21,350.00 22,840.00 23,176.00 44,034.40	Completed And Stored To Date
100.00 100.00 100.00 100.00 100.00 100.00	100.00 100.00 100.00 100.00 100.00 100.00 95.00	100.00 100.00 100.00 100.00 100.00 100.00 100.00 100.00 100.00 100.00 100.00 100.00	% Comp
4,873.50	210.00	2,317.60	Balance To Finish
210.00 210.00 4,873.51 9,259.65 4,873.50 4,873.40 1,238.90 16,776.90 681.60	2,317.60 2,317.60 2,935.80 5,871.60 2,935.80 2,935.80 2,10.00 399.00	945.00 283.51 189.00 472.51 1,128.00 1,410.00 1,410.00 1,410.00 2,135.00 2,135.00 2,135.00 2,135.00 2,135.00 2,135.00 2,135.00 2,135.00 2,135.00 2,135.00 2,135.00 2,135.00	Retainage Balance

Project: 44096 / Sedgebrook RG Building

Invoice: 318281

Draw: 44096-00015

Period Ending Date: 2/28/2009 Detail Page 4 of 4 Pages

REQUEST FOR PAYMENT DETAIL

Description

Total Contract Amount

Previously Completed Work

Work Completed This Period

Presently Stored Materials

Completed And Stored To Date

Comp

Balance To Finish

Retainage Balance

	Invoices Page 5 of 40	ſ
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Totals		67 CO
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		14 & 40 RFI#124
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257,259.33		1,064.20
.33		.20

Case 09-37016-sgj11 Claim 7-1 Part 3 Filed 02/25/10 Invoices Page 6 of 40

Desc Exhibit Exhibit B

Sub: The Becker Electrical Group Cost Code: 517EC10 - 48400-160001

EXHIBIT "D" APPLICATION AND CERTIFICATE FOR PAYMENT

TO:	ERICKSON CONSTRUCT	ION, LLC.		DATE:	18-Feb-09	•
	703 Maiden Choice Lane Baltimore, MD 21228			PROJECT: JOB:	517EC10 Renaissance (Garden Phase I EC 1.0
FROM:	The Becker Electrical Group		· .	APPLICANT NO.: PERIOD TO:	1: 2/28/2009	
1. Origin	nal Contract Amount			\$2,390,000.00		_
2. Chang	e Orders Issued to Date (Thr	u CO. #_3_)		\$201,578.00		_
3. Contra	act Sum to Date (Line 1+2)			\$2,591,578.00		-
4. Total	Completed & Stored to Date			\$2,572,592.15		· •
5. Less R	letainage (<u>10</u> %)			\$257,259.33		-
6. Total	Earned to Date Less Retaining	ge (Line 4-5)		\$2,315,332.82		·
7. Less P	revious Requisitions	•		\$2,155,763.61		· •
8. Payme	ent Due This Period (Line 6-7	')		\$159,569.21	,	
material fo	e with the Contract Documents; (if or which Erickson Construction has CONTRACTOR: By: Payment will be made for only to	s paid previous requ	rests for payn	nent: (iii) that the amount Date or Owner)	e: 2/18/200	duc.
accordance material for Note:	CONTRACTOR: By: Puyment will be made for only to Change Order has been issued by additional costs or pending extra	nose costs which are	eneral Partner,	purt of the Original Continues provide a list of an	te: 2/18/2009 tract amount or for any outstanding cla	ouc. r which a ims for
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Page I of I

EC: Sub:

Case 09-37016-sgj11 Claim 7-1 Part 3 Filed 02/25/10 Desc Exhibit Exhibit B

INVOICE Page 7 of 40

BECKER ELECTRICAL GROUP, INC.

4210 43rd Avenue Kenosha, WI 53144

Phone / (262) 654-5393 Fax / (262) 654-0686 Invoice ID: 318369

Invoice Date: 03-12-2009

Draw ID: 1

Customer ID: ERIC2

Job ID: 12738

To:

Erickson Construction, LLC 20 Riverside Road Lincolnshire, IL 60069 Job Location:

Sedgebrook - Flood Damage

Ship Via: None

<u>Item</u>	Description	<u>Units</u>	Unit of Measure	Unit Price	Amount
	Labor and material required to make fiber repairs due to flood damage at Sedgebrook as directed by Jim Richards and attached sheet.				
	MATERIAL LABOR OVERTIME LABOR	27.00 40.00	Hrs Hrs	88.37 132.59	637.95 2,385.99 5,303.60

Amount Billed Total Tax \$8,327.54

Retainage Held

DATE DUE: 04-11-2009

Amount Due

\$8,327.54

BECKER ELECTRICAL GROUP, INC.

REQUEST FOR PAYMENT

From: BECKER ELECTRICAL GROUP, INC. 4210 43rd Avenue Kenosha, WI 53144	,. Τα	Erickson Construction, LLC 20 Riverside Road Lincolnshire, IL 60069	T.C	Invoice: Draw: Invoice date: Period ending date:	2 318379 2 44098-00012 2 3/17/2009 2 3/31/2009	N
Contract For: Site Electrical per Contract No. 3	ω					
Request for payment: Original contract amount	\$250,000.00		Project	44098		
Approved changes Revised contract amount	\$54,838.00	\$304,838.00	Project: 44098 Sedae	344098 Sedaebrook Renaissance Gardens	issance Gardei	ស
Contract completed to date	;	\$304,838.00	Contract date:			
Add-ons to date	\$0.00				-	
Taxes to date	\$0.00		Architect			
Total completed lace reference	\$30,400.00	\$274.354.20	Scope:	Site Electrical for the Renalssance Gardens per	e Renaissance G	ardens per
Less previous requests	\$252,951.75			contract number 3		
Current request for payment		\$21,402.45		•		•
Current billing		\$23,780.50			٠	
Current additional charges	\$0.00					
Current tax	\$0.00	<u>م</u>	CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Less current retainage	\$2,378.05		Changes approved in previous	vious	41,965.00	
Current amount due		\$21,402.45	Total approved this Month	7	12,873.00	
Remaining contract to bill	\$30,483.80			TOTALS	54,838.00	
			NET CHANGES by Change Order	ge Order	64,838.00	

281,057.50

23,780.50

REQUEST FOR PAYMENT DETAIL

Invoice: 318379

Draw: 44098-00012

Period Ending Date: 3/31/2009 Detail Page 2 of 2 Pages

ir UG conduit ge pole bases CR	∌ ^k	oute primary		puter	zation	stem	escription
1,604.00 11,269.00	11,871.00	5,348.00	133,400.00 20,000.00	10,700.00	4,200.00	12,700.00	Total Contract Amount
	8,903.50	5,348.00 24.746.00	126,730.00 20.000.00	10,700.00	4,200.00	11,430.00	Previously Completed Wark
1,604.00 11,269.00	2,987.50		6,670.00			1,270.00	Work Completed This Period
							Presently Stored Materials
1,804.00 11,269.00	11,871.00	5,348.00 24,746.00	20,000.00	10,700.00	4,200.00	12,700.00 69,000.00	Completed And Stored To Date
100.00	100.00	100 100 100 100 100 100 100 100 100 100	100.00	100.00	100.00	100.00 100.00	comp %
			,				Balance To Finish
1,126.90	1,187.10	534.80 2,474.60	2,000.00	1,0/0,0	420,00	1,270.00 6,900.00	Retainage Belance

Claim 7-1 Part 3 Filed 02/25/10 Desc Exhibit Exhibit B Invoices Page 10 of 40 Case 09-37016-sgj11

Sub: The Becker Electrical Group Cost Code: 517SW40-48400-160001

TO:	ERICKSON CONSTRUCTOR Maiden Choice Lane	Tion, LLC.	DATE:	3/17/2009	
	Baltimore, MD 21228		PROJECT: JOB:	517SW40 Renaissance C	ardens Site Work
FROM:	The Becker Electrical Group	Þ	APPLICANT NO.: PERIOD TO:	12 3/31/2009	
1. Origin	al Contract Amount		\$250,000.00		•
2. Chang	c Orders Issued to Date (Th	ira CO. #_5).	\$\$4,838.00	·	•
3. Contri	act Sum to Date (Line 1+2)	• •	\$304,838.60		•
4. Total (Completed & Stored to Date		\$304,838.00	<u> </u>	•
5. Less R	tetainage (<u>10</u> %)		\$30,483.80		·* .
6. Total !	Earned to Date Less Retains	sge (Line 4-5)	\$274,354.20		•
7. Less P	revious Requisitions		\$252,951.75		•
8. Payme	ent Due This Period (Line 6-	-7)	\$21,402.45		· •
material fo	e with the Contract Documents, to which Erickson Construction be CONTRACTOR: By:	has paid previous requests for (Officer, General P	p payment: (iii) that the amount Date artner, or Owner)	t of this invoice is c: 3/31/2009	desc.
accordance material for Mote:	e with the Contract Documents; or which Erickson Construction be CONTRACTOR: By: Payment will be made for only Change Order has been issued additional costs or pending extended.	Offices, General P (Offices, General P those costs which are included by Erickson Construction L	payment: (iii) that the amount Date artner, or Owner) ded as part of the Original Cont. L.C. Please provide a list of an	t of this invoice is c: 3/31/2005 tract amount or for try outstanding cla	duc. which a ins for
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accordance material for Note: NOTES PUNCHL WARRAI ATTIC S'	e with the Contract Documents, to which Erickson Construction by: CONTRACTOR: By: Payment will be made for only Change Order has been issued additional costs or pending extended to the contract of the con	(Office), General P (Office), General P (those costs which are included by Erickson Construction L. Tras.	r payment: (iii) that the amount Partner, or Owner) ded as part of the Original Cons. L.C. Please provide a list of an TO BE COM RETAINAGE RELE. PROGRESS BILLIN RETAINAGE HELD. TOTAL AMOUNT I PROJECT NUMBER COSTCODES APPROVED BY APPROVED DATE	t of this invoice is :: 3/31/2005 tract amount or formy outstanding class PLETED BY P ASE IG DUE	which a ms for ROJECT MANAGER \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$

REQUEST FOR PAYMENT

Case 09-3701	16-sgj11		aim	1 7-		art 3	}	Filed		25/10	Desc Ex	hibit	Exhibit B
CONTRACTOR: By: Date:	I hereby certify that the Contract (and all author contractor has paid all a	Remaining contract to bill	Current amount due	Less current retainage	Current tax	5	Current request for payment			Contract completed to date O Add-ons to date	Request for payment: Original contract amount Approved changes Revised contract amount	Contract For: Electrica	From: BECKER ELECTRIC 4210 43rd Avenue Kenosha, WI 53144
BECKER ELECTRICAL GROUP, INC.	I hereby certify that the work performed and the materials supplied to de Contract (and all authorized changes thereof) between the undersigned contractor has paid all amounts previously billed and paid by the owner.	bill		nage	i i i i i i i i i i i i i i i i i i i	Charnes	r payment	ss retainage		date	ant:	Contract For: Electrical Work - Cost Code 517E10-48400-160001	BECKER ELECTRICAL GROUP, INC 4210 43rd Avenue Kenosha, WI 53144
L GROUP, INC.	naterials supplied in ween the undersigned by the ownersigned by the o	\$259,157.80		\$1,898.59	\$0.00	\$0.00	€1,0 °C,0 °C	\$ 2 315 332 94	\$0.00 \$259,157.80	\$0.00	\$2,390,000.00 \$201,578.00	E10-48400-1600	То:
State Of Illinois Subscribed and sworn to Notary Public My commission expires:	to date, as shown on the ined and the Erickson Conner.		\$17,087.26			\$18,985.85	\$17,087.26	\$2,332,420.20		\$2,591,578.00	\$2,591,578.00	001	Erickson Construction, LLC 20 Riverside Road Lincolnshire, IL 60069
State Of Illinois Subscribed and sworn to before me this 19th day of Massell Notary Public Contract 3. Massell My commission expires: 4-19-09	I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the Erickson Construction, LLC relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and paid by the owner.	NET CHANGES by Change Order	Total approved this Month	Changes approved in previous	CHANGE ORDER SUMMARY			Scope: Electrical work Code 517EC1	Architect:	Contract date: 11/26/2007	Project: 44096 Sedaebrook RG Buildina		In Invoice Period ending
ike Masch	value of the accomplishment under the terms of the he above referenced project. I also certify that the	244,478.00 201,578.00		244,478.00	ADDITIONS			Electrical work per Subcontract dated 11-26-07, Cost Code 517EC10-48400-160001			RG Buildina		Invoice: 318377 Draw: 44096-00016 ce date: 3/17/2009 ng date: 3/31/2009
2009	e terms of the artify that the	-42,900.00		-42,900.00	DEDUCTIONS			₂ d 11-26-07, Cost					5 5

Project: 44096 / Sedgebrook RG Building

Invoice: 318377

Draw: 44098-00016

Period Ending Date: 3/31/2009 Detail Page 2 of 4 Pages

Case 09-37016-sgj11	Claim 7-1 Part 3 Filed 02/25/10 I Invoices Page 12 of 40	Desc Exhib	oit Exhibit B
23 24 25 26 27 28 29 31 32 33 33	06 06 07 07 07 08 08 08 09 09 09 09 09 09 09 09 09 09 09 09 09	2 2 2 2 2	Item ID
Branch Wiring - 2nd Floor Branch Wiring - 3rd Floor Misc./Mobilization/Submittels Special Systems - Basement Special Systems - 1st Floor Special Systems - 2nd Floor Special Systems - 3rd Floor Special Systems - 3rd Floor Phone/Computer - 1st Floor Phone/Computer - 1st Floor Phone/Computer - 2nd Floor Phone/Computer - 3rd Floor		01 Lighting - Basement 02 Lighting-1st Floor 03 Lighting - 2nd Floor 04 Lighting - 3rd Floor 04 Lighting - Systems - Basement	Description
r ttels nent loor oor ment loor loor	의 의 의 의 의 의 의 의 의 의 의 의 의 의 의 의 의 의 의 	en de la companya de	
171,415.00 171,416.00 16,000.00 6,390.00 9,585.00 7,988.00 7,987.00 17,160.00 25,740.00 21,450.00 21,450.00	18,930.00 15,775.00 15,775.00 15,775.00 53,010.00 53,040.00 35,340.00 64,500.00 19,350.00 12,950.00 12,950.00 21,135.00 21,135.00 35,225.00 14,090.00 14,090.00 137,132.00 205,699.00	64,200.00 96,300.00 80,250.00 80,250.00 12,620.00	Total Contract Amount
171,415.00 171,416.00 16,000.00 6,390.00 9,585.00 7,986.00 7,987.00 17,160.00 25,740.00 21,450.00 20,377.50	17,983.50 15,775.00 14,986.25 53,010.00 53,010.00 35,340.00 64,500.00 19,350.00 19,350.00 70,450.00 21,135.00 21,135.00 35,225.00 14,090.00 137,132.00	64,200.00 91,485.00 80,250.00 80,250.00 12,620.00	Previously Completed Work
1,072.50	946.50 788.75	4,815.00	Work Completed This Period
			Presently Stored Materials
171,415.00 171,416.00 16,000.00 6,390.00 9,585.00 7,986.00 7,987.00 17,160.00 25,740.00 21,450.00	18,930.00 15,775.00 15,775.00 53,010.00 53,010.00 35,340.00 64,500.00 19,350.00 32,250.00 12,900.00 70,450.00 21,135.00 35,225.00 14,090.00 137,132.00 205,699.00	64,200.00 96,300.00 80,250.00 80,250.00 12,620.00	Completed And Stored To Date
100.00 100.00 100.00 100.00 100.00 100.00 100.00 100.00	100.00 100.00 100.00 100.00 100.00 100.00 100.00 100.00 100.00 100.00 100.00 100.00	100.00 100.00 100.00 100.00	Comp
			Balance To Finish
17,141.50 17,141.60 1,600.00 639.00 958.50 798.80 798.70 1,716.00 2,145.00 2,145.00	1,893.00 1,577.50 1,577.51 5,301.00 6,301.00 3,534.00 6,450.00 1,935.00 3,225.00 1,290.00 7,045.00 2,113.50 3,522.50 1,409.00 13,713.20 20,569.90	6,420.00 9,630.00 8,025.00 8,025.00 1,262.00	Retainage Balance

Project: 44096 / Sedgebrook RG Building

Invoice: 318377

Draw: 44096-00016

Period Ending Date: 3/31/2009 Detail Page 3 of 4 Pages

Case 09-37016-sgj11 Claim 7-1 Part 3 Filed 02/25/10 De Invoices Page 13 of 40	esc Exhibit Exhibit B
	10 Item ID 34 35 36 37
B Temporary Power - Basement B Temporary - 1st Floor Temporary - 2nd Floor Temporary - 2nd Floor Temporary - 3rd Floor Temporary - 3rd Floor Temporary - 3rd Floor Site - 1st Floor Generator Genera	Description A Motors - Basement S Motors - 1st Floor Motors - 2nd Floor A Motors - 3rd Floor
11,280.00 16,920.00 14,100.00 14,100.00 21,350.00 22,640.00 23,176.00 23,176.00 23,176.00 23,176.00 23,176.00 23,176.00 23,176.00 23,176.00 29,358.00 29,358.00 2,100.00 4,200.00 2,100.00 4,200.00 2,100.00 48,735.00 97,470.00 48,735.00 97,470.00 167,769.00 16,816.00	Total Contract Amount 9,450.00 2,835.00 1,890.00 4,725.00
11,280.00 16,920.00 14,100.00 21,350.00 82,404.00 22,640.00 23,176.00 23,176.00 23,176.00 23,176.00 23,176.00 29,358.00 29,358.00 2,100.00 2,100.00 2,100.00 48,735.00 92,596.50 48,735.00 92,596.50 48,735.00 167,769.00	Previously Completed Work 9,450.00 2,835.00 1,890.00 4,725.00
2,317.60 210.00 4,873.50	Work Completed This Period
	Presently Stored Materials
11,280.00 16,920.00 14,100.00 14,100.00 14,100.00 21,350.00 82,404.00 23,176.00 23,176.00 23,176.00 23,176.00 29,358.00 29,358.00 29,358.00 2,100.00 4,200.00 2,100.00 48,735.00 97,470.00 48,735.00 97,470.00 48,735.00 12,389.00 12,389.00	Completed And Stored To Date 9,450.00 2,835.00 1,890.00 4,725.00
	Comp 100.00 100.00 100.00
	Balance To Finish
1,128.00 1,692.00 1,410.00 1,410.00 2,135.00 2,135.00 2,317.60 2,317.60 2,317.60 2,317.60 2,935.80 2,935.80 2,935.80 2,10.00 4,873.40 9,747.00 4,873.40 1,238.90 16,776.90 681.60	Retainage Balance 945.00 283.50 189.00 472.50

Case 09-37016-sgj11 Claim 7-1 Part 3 Filed 02/25/10 Invoices Page 15 of 40

Desc Exhibit Exhibit B

Sub: The Becker Electrical Group Cost Code: 517EC10 - 48400-160001

EXHIBIT "D" APPLICATION AND CERTIFICATE FOR PAYMENT

TO:	ERICKSON CONSTRUC	CTION, LLC.	DATE:	17-Mar-09	•
	703 Maiden Choice Lane Baltimore, MD 21228		PROJECT: JOB:	517EC10 Renaissance G	arden Phase I EC 1.0
FROM:	The Becker Electrical Grou	ıp	APPLICANT NO.: PERIOD TO:	16 3/31/2009	
1. Origin	al Contract Amount		\$2,390,000.00		•
2. Chang	e Orders Issued to Date (T	hru CO. #_3_)	\$201,578.00		
3. Contra	act Sum to Date (Line 1+2)		\$2,591,578.00		-
4. Total (Completed & Stored to Dat	te	\$2,591,578.00		· ·
5. Less R	tetainage (10 %)		\$259,157.80		•
6. Total I	Earned to Date Less Retain	inge (Line 4-5)	\$2,332,420.20		
	revious Requisitions		\$2,315,332.94		_
	ent Due This Period (Line 6	i-7)	\$17,087.26		
	e with the Contract Documents; or which Erickson Construction CONTRACTOR: By:	has paid previous requests fo		of this involce is	đủe.
The unders	or which Erickson Construction CONTRACTOR: By: Payment will be made for only	(Officer, General I y those costs which are inclu	or payment: (iii) that the amount	e: 3/17/2009	due.
The unders accordance material fo	or which Erickson Construction CONTRACTOR: By: Payment will be made for only Change Order has been issued additional costs or pending ex	(Officer, General I y those costs which are inclu	Partner, or Owner) Ided as part of the Original Cont. L.C. Please provide a list of an	tof this involce is 2/17/2009 Exercit amount or for any outstanding claim	due.
The unders accordance material fo Note:	or which Erickson Construction CONTRACTOR: By: Payment will be made for only Change Order has been issued additional costs or pending ex	(Officer, General I y those costs which are inclu	Partner, or Owner) Ided as part of the Original Cont. L.C. Please provide a list of an	e: 3/17/2009 areat amount or for by outstanding claim	due. which a ms for
The unders accordance material fo Note:	or which Erickson Construction CONTRACTOR: By: Payment will be made for only Change Order has been issued additional costs or pending ex	(Officer, General I y those costs which are inclu	Partner, or Owner) Ided as part of the Original Cont. L.C. Please provide a list of an	as of this involce is 3/17/2009 Fract amount or for my outstanding claim PLETED BY PLASE	which a ms for ROJECT MANAGER
The unders accordance material fo Note:	or which Erickson Construction CONTRACTOR: By: Payment will be made for only Change Order has been issued additional costs or pending ex	(Officer, General I y those costs which are inclu	pr payment: (iii) that the amount Date Partner, or Owner) Ided as part of the Original Cont L.C. Please provide a list of an TO BE COM! RETAINAGE RELEA	e: 3/17/2009 Aract amount or for by outstanding claim PLETED BY Place ASE	which a ms for ROJECT MANAGER \$
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The unders accordance material fo Note:	or which Erickson Construction CONTRACTOR: By: Payment will be made for only Change Order has been issued additional costs or pending ex	(Officer, General I y those costs which are inclu	pr payment: (iii) that the amount Date Partner, or Owner) Ided as part of the Original Cont. L.C. Please provide a list of an TO BE COMI RETAINAGE RELEA PROGRESS BILLIN RETAINAGE HELD TOTAL AMOUNT E	to of this involce is a: 3/17/2009 Fract amount or for by outstanding claim PLETED BY Pl ASE G	which a ms for ROJECT MANAGER \$ \$ \$ \$ \$
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The unders accordance material fo	or which Erickson Construction CONTRACTOR: By: Payment will be made for only Change Order has been issued additional costs or pending ex	this paid previous requests for (Officer, General I) y those costs which are included by Erickson Construction Letras.	TO BE COMI RETAINAGE RELEA PROGRESS BILLIN RETAINAGE HELD TOTAL AMOUNT E PROJECT NUMBER COSTCODES APPROVED BY APPROVED DATE	tof this involce is a: 3/17/2009 Fract amount or for by outstanding claim PLETED BY Pl ASE G DUE	which a ms for ROJECT MANAGER \$ \$ \$ \$ \$ \$ 517ECI0 48400-160001
The unders accordance material for Note: NOTES:	Payment will be made for only Change Order has been issued additional costs or pending extended to the cost of the	(Officer, General I y those costs which are included by Erickson Construction Letras.	TO BE COMINETAINAGE RELEATIONAGE RETAINAGE HELD TOTAL AMOUNT E PROJECT NUMBER COSTCODES APPROVED BY APPROVED DATE	to of this involce is a: 3/17/2009 Fract amount or for by outstanding claim PLETED BY Pl ASE G	which a ms for ROJECT MANAGER \$ \$ \$ \$ \$ \$ 517ECI0 48400-160001
The unders accordance material for Note: NOTES: PUNCHLI WARRAN ATTIC ST	Payment will be made for only Change Order has been issued additional costs or pending extended to the cost of the	(Officer, General I y those costs which are included by Erickson Construction Letras.	TO BE COMI RETAINAGE RELEA PROGRESS BILLIN RETAINAGE HELD TOTAL AMOUNT E PROJECT NUMBER COSTCODES APPROVED BY APPROVED DATE	tof this involce is a: 3/17/2009 Fract amount or for by outstanding claim PLETED BY Pl ASE G DUE	which a ms for ROJECT MANAGER \$ \$ \$ \$ \$ \$ 517EC10 48400-160001

CONTRACTOR:

State Of Illinois County Of Lake Subscribed and sworn to before me this 2l day of

REQUEST FOR PAYMENT

From: BECKER ELECTRICAL GROUP, INC. 4210 43rd Avenue Kenosha, WI 53144	P, INC. To:	Erickson Construction, LLC 20 Riverside Road Lincolnshire, IL 60069	99 LEC	Invoice: Draw: Invoice date: Period ending date:	e: 318496 v: 44096-00017 e: 4/21/2009
Contract For: Electrical Work - Cost Code 517E10-48400-160001	de 517E10-48400-1600	001			
Request for payment: Original contract amount Approved changes Revised contract amount	\$2,390,000.00 \$245,039.00	\$2,635,039.00	Project: 44096 Sedae	44096 Sedaebrook RG Building	suidina
Contract completed to date		\$2,635,039.00	Contract date: 11/26/2007	11/26/2007	
Add-ons to date Taxes to date	\$0.00 \$0.00		Architect		
Less retainage	\$131,751.95)	7 Table 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Total completed less retainage	200	\$2,503,287.05	Scope:	Electrical work per Subcontrac Code 517EC10-48400-160001	Electrical work per Subcontract dated 11-26-07, Cost Code 517EC10-48400-160001
Less previous requests Current request for payment	\$2,332,420.20	\$170,866.85			
Current billing	-	\$43,461.00			. •
Current additional charges	\$0.00				
Current tax	\$0.00		CHANGE ORDER SUMMARY		ADDITIONS DEDUCTIONS
Less current retainage	-\$127,405.85		Changes approved in previous	vious	-
Current amount due		\$170,866.85	Total approved this Month	3	
Remaining contract to bill	\$131,751.95			TOTALS	
			NET CHANGES by Change Order	ge Order	

roject 440	Project: 44086 / Sedgebrook RG Building	Invoice: 318496	318486	Dra	Draw: 44096-00017	Penod Ending Date	g raig		9
Ibem ID	Description	Total Contract Amount	Previously Completed Wark	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
	intelligen Descriptions	OU COC PR	84 200 00			64,200.00	100.00		3,210.00
9	O1 Lighting - Dasemen	9,200	200.00			96 300.00	9000		4,815.00
8	02 Lighting-1st Floor	96,300.00	86,380.00			80.250.00	1000		4,012.50
03 [03 Lighting - 2nd Floor	80,250.00	80,250.00			00.000	200		401250
2	04 Lighting - 3rd Floor	80,250.00	80,250.00			00.000			634 80
8 ≶	05 Wiring Systems - Basement	12,620.00	12,620.00			12,620.00	00.00		039.00
06 ¥	06 Wiring Systems - 1st Floor	18,930.00	18,930.00		·	18,930.00	100.00		AC ONE
07 W	07 Wiring Systems - 2nd Floor	15,775.00	15,775.00			15,775.00	100.00		/60./5
08 N	08 Wiring Systems - 3rd Floor	15,775.00	15,775.00			15,775.00	100.00		788.76
09 F	09 Fire Alarm - Basement	53,010.00	53,010.00			53,010.00	100.00		2,000.50
10 F	10 Fire Alarm - 1st Floor	53,010.00	53,010.00			53,010.00	100.00		2,000.00
11 19	11 Fire Alarm - 2nd Floor	35,340.00	35,340.00			35,340.00	100.00		3,767.00
12 F	12 Fire Alarm - 3rd Floor	35,340.00	35,340.00			35,340.00	100,00		1,767.00
13 D	13 Distribution-Basement	64,500.00	64,500.00			64,500.00	100.00		3,225.00
1 40	14 Distribution - 1st Floor	19,350.00	19,350.00			19,350.00	100.00		967.50
15 D	15 Distribution - 2nd Floor	32,250.00	32,250.00			32,250.00	100.00		06.219.1
16 D	16 Distribution - 3rd Floor	12,900.00	12,900.00			12,900.00	100.00		645.00
17 F	17 Feeders - Basement	70,450.00	70,450.00			70,450.00	100.00		3,32,30
18 F	18 Feeders - 1st Floor	21,135.00	21,135.00			21,135.00	100.00		1,006.75
19 5	19 Feeders - 2nd Floor	35,225.00	35,225.00			35,225.00	100.00		7,/61.26
20 F	20 Feeders - 3rd Floor	14,090.00	14,090.00			14,090.00	100.00		20000
21 B	21 Branch Wiring - Basement	137,132.00	137,132.00			137,132.00	100.00		00.000
22 B	22 Branch Wiring - 1st Floor	205,699.00	205,699.00			205,699.00	100.00		10,284.95
23 B	23 Branch Wiring - 2nd Floor	171,415.00	171,415.00			171,415.00	00.00		8,5/0./5
24 B	24 Branch Wiring - 3rd Floor	171,416.00	171,416.00	•		171,416.00	100.00		8,070,80
25 N	25 Misc/Mobilization/Submittels	16,000.00	16,000.00			16,000.00	100.00		800.00
26 S	26 Special Systems - Basement	6,390.00	6,390.00			6,390.00	100.00	•	319.50
27 S	27 Special Systems - 1st Floor	9,585.00	9,585.00			8,585.00	100.00		97.87¢
28 S	28 Special Systems - 2nd Floor	7,988.00	7,988.00			7,988.00	100.00		399.40
29 S	29 Special Systems - 3rd Floor	7,987.00	7,987.00			7,987.00	100.00		399.35
30 P	30 Phone/Computer - Basement	17.160.00	17,160.00			17,160.00	100.00		858.00
31 F	31 Phone/Computer - 1st Floor	25,740.00	25,740.00			25,740.00	100.00		1,287.00
32 P	32 Phone/Computer - 2nd Floor	21,450.00	21,450.00			21,450.00	100,00		1,072.50
		24 450 00	1000			24 450 00	900		06.270

ltem ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This	Presently Stored Materials	Completed And Stored To Date	Comp	Balance To Finish	Retainage Batance
: L_				Pengo					
2	34 Motors - Basement	9,450.00	9,450.00			9,450.00	100.00		472.50
	35 Motors - 1st Floor	2,835,00	2,835.00	(4)		2,835.00	100.00		141.75
88	36 Maters - 2nd Floor	1,890.00	1,890.00			1,890.00	100.00		94.50
37	37 Motors - 3rd Floor	4,725.00	4,725.00	•		4,725.00	100.00		236.25
38	Temporary Power - Besement	11,280.00	11,280.00			11,280.00	100.00	•	564.00
36	39 Temporary - 1st Floor	16,920.00	16,920.00		•	16,920.00	100,00		848,00
4	40 Temporary - 2nd Floor	14,100.00	14,100.00			14,100.00	100.00	٠	705.00
4	41 Temporary - 3rd Floor	14,100.00	14,100.00			14,100.00	100.00		705.00
k	42 Site - Basement	21,350.00	21,350.00			21,350.00	100.00		1,087.50
4	Site - 1st Floor	21,350.00	21,350.00			21,350.00	100.00		1,067.50
4	44 Generator	82,404.00	82,404.00			82,404.00	100.00		4,120.20
\$	Bond	22,640.00	22,640.00			22,640.00	100.00	;	1,132.00
8	Security-Basement	23,176.00	23,176.00			23,176.00	100.00		1,158.80
47	Security - 1st Floor	46,352.00	46,352.00			46,352.00	100.00		2,317.60
&	Security - 2nd Floor	23,176.00	23,176.00		-	23,176.00	100.00		1,158.80
48	Security - 3rd Floor	23,176.00	23,176.00		٠,	23,176.00	100.00		1,158.80
ප	50 LV Phone/Data - Basement	29,358.00	29,358.00			29,358.00	100.00		1,467.90
51	51 LV Phone/Data - 1st Floor	58,716.00	58,716.00			58,716.00	100.00		2,935.80
ន	52 LV Phone/Data - 2nd Floor	29,358.00	29,358.00			29,358.00	100.00		1,467.90
සු	LV Phone/Data - 3rd Floor	29,358.00	29,358.00			29,358.00	100.00		1,487.90
\$	CATV - Basement	2,100.00	2,100.00			2,100.00	00.00		105.00
೮	CATV - 1st Floor	4,200.00	4,200.00			4,200.00	100.00		210.00
8	CATV - 2nd Floor	2,100.00	2,100.00			2,100.00	100.00		105.00
57	CATY - 3rd Floor	2,100.00	2,100.00			2,100.00	100.00		105.00
58	Intercom/Clock - Basement	48,735.00	48,735.00			48,735.00	100.00		2,436.74
59	Intercom/Clock - 1st Floor	97,470.00	97,470.00			97,470.00	100.00		4,8/3,50
8	Intercom/Clock - 2nd Floor	48,735.00	48,735.00			48,735.00	100.00	•	2,436.75
9	Intercom/Clock - 3rd Floor	48,734.00	48,734.00			48,734.00	100.00		2,436.70
器	CR20 ASI 4 Sheet 91.01		-						
ස	ASI 4 Sheet 91.02	,							
B	64 CO#03-004 Low voltage	12,389.00	12,389.00			12,389.00	100.00		619.45
65	65 CCO# 01 El. Portion	167,769.00	167,769.00			167,769.00	100.00		8,388.45
8									

Previously Work Work Work Work Work Completed Work This Stared Work Work Work Work Work This Stared Waterials To Date	Project 44086	Project 44086 / Sedgebrook RG Building	invoice	Invoice: 318486	Dra	Draw: 44098-00017	Period Ending Date:	g Date
10,842.00 10,842.00 10,842.00 3,962.00 3,962.00 17,062.00 17,062.00 17,062.00 17,062.00 17,062.00 17,062.00 17,062.00 17,062.00 17,062.00 17,062.00 17,062.00 13,967.00 13,967.00 13,967.00 13,967.00 13,967.00 440.00	Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp
3,862.00 3,762.00 17,062.00 17,062.00 1,765.00 3,776.00 3,776.00 13,987.00 13,987.00 440.00 13,987.00 13,987.00 13,987.00 13,987.00 13,987.00 13,987.00 13,987.00 13,987.00 13,987.00	67 00	003 CR's27,41,44 & 40	10,642.00	10,642.00			10,642.00	1 60 80 80 80
8,196.00 3,776.00 3,776.00 13,987.00 440.00 8,196.00 3,776.00 13,987.00 440.00 440.00 440.00	2 6 6 2 6 2 6	03-004 CR49, RFI#124	3,962.00 17.062.00	3,962.00	17,062.00		17,062.00	100.00
3,776,00 3,776,00 3,776,00 13,987,00 13,987,00 440,00 440,00 440,00	70 CO	03-005 CR43 AS#2	8,196.00		8,196.00			100.00
13,987.00 13,987.00 13,987.00 440.00 440.00 440.00	71 00	03-006 CR67	3,776.00		3.776.00			100.00
440.00	72 00	03-007 CR59	13,987.00		13,887.00			100.00
	73 00)03-008 CR's 60 & 65	440.00		440.00		440.00	100.00
						·	. **	
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Claim 7-1 Part 3 Filed 02/25/10 Desc Exhibit Exhibit B Invoices Page 20 of 40 Case 09-37016-sgj11

Sub: The Becker Electrical Group Cost Code: 517EC10 - 48400-160001

APPLICATION AND CERTIFICATE FOR PAYMENT

TO:	ERICKSON CONSTRUCTION 703 Maiden Choice Lane	on, LLC.	. 1	DATE:	21-Apr-09	
	Baltimore, MD 21228			PROJECT: JOB:	517EC10 Renaissance G	arden Phase I BC 1.0
FROM:	The Becker Electrical Group			APPLICANT NO.: PERIOD TO:	4/30/2 009	
1. Origin	nal Contract Amount		_	\$2,390,000.00		
2. Chang	ge Orders Issued to Date (Thru	CO. # 03-008	. د	\$245,039.00		
3. Contr	act Sum to Date (Line 1+2)			\$2,635,039.00		
4. Total	Completed & Stored to Date			\$2,635,039.00		_
5. Less F	tetainage (_5_%)		_	\$131,751.95		
6. Total	Earned to Date Less Retainage	(Line 4-5)	_	\$2,503,287.05		•
7. Less P	revious Requisitions			\$2,332,420.20		_
8. Payme	ent Due This Period (Line 6-7)			\$170,866.85		
accordance material fi	or which Erickson Construction has CONTRACTOR: By:	paid previous reques	• •	Dat		
		Olficer, Genotes costs which are in Erickson Construction	eral Partaes, included as p	Dat or Owner) part of the Original Con-	e: 4/21/2009	which a
material fi	CONTRACTOR: By: Payment will be made for only th Change Order has been issued by additional costs or pending extras	Olficer, Genotes costs which are in Erickson Construction	eral Partaes, included as p	Date or Owner) part of the Original Conlease provide a list of an	e: 4/21/2009 tract amount or for try outstanding clai	which a
material fi	CONTRACTOR: By: Payment will be made for only th Change Order has been issued by additional costs or pending extras	Olficer, Genotes costs which are in Erickson Construction	eral Partner, included as p on L.L.C. Pl	Date or Owner) part of the Original Conlease provide a list of an	e: 4/21/2009 tract amount or for try outstanding clai	r which a ims for
material fi	CONTRACTOR: By: Payment will be made for only th Change Order has been issued by additional costs or pending extras	Olficer, Genotes costs which are in Erickson Construction	eral Partner, included as p ion L.L.C. Pl	or Owner) Date of the Original Conlease provide a list of ar	e: 4/21/2009 tract amount or for try outstanding clai	which a ms for ROJECT MANAGER
material fi	CONTRACTOR: By: Payment will be made for only th Change Order has been issued by additional costs or pending extras	Olficer, Genotes costs which are in Erickson Construction	eral Partner, included as p on L.L.C. Pl	part of the Original Con- lease provide a list of ar TO BE COM	e: 4/21/2009 tract amount or for ny outstanding clair PLETED BY P ASE	which a ms for ROJECT MANAGER
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material fi	CONTRACTOR: By: Payment will be made for only th Change Order has been issued by additional costs or pending extras	Olficer, Genotes costs which are in Erickson Construction	eral Partner, included as g	part of the Original Com- lease provide a list of an TO BE COM RETAINAGE RELE PROGRESS BILLIN RETAINAGE HELD TOTAL AMOUNT I PROJECT NUMBER	e: 4/21/2009 tract amount or for try outstanding clair PLETED BY P ASE G	which a ims for ROJECT MANAGER \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$
material fi	CONTRACTOR: By: Payment will be made for only th Change Order has been issued by additional costs or pending extras	Olficer, Genotes costs which are in Erickson Construction	eral Partner, included as g	part of the Original Comlesse provide a list of an TO BE COM RETAINAGE RELE PROGRESS BILLIN RETAINAGE HELD TOTAL AMOUNT I PROJECT NUMBER COSTCODES	e: 4/21/2009 tract amount or for try outstanding clair PLETED BY P ASE G	r which a ims for ROJECT MANAGER \$ \$ \$ \$
material fi	CONTRACTOR: By: Payment will be made for only th Change Order has been issued by additional costs or pending extras	Olficer, Genotes costs which are in Erickson Construction	eral Partner, included as g	part of the Original Comlease provide a list of an TO BE COM RETAINAGE RELE PROGRESS BILLIN RETAINAGE HELD TOTAL AMOUNT I PROJECT NUMBER COSTCODES	e: 4/21/2009 tract amount or for yo outstanding clais PLETED BY P ASE G DUE	which a ims for ROJECT MANAGER \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$
material fi	Payment will be made for only the Change Order has been issued by additional costs or pending extrasts:	Olficer, Genotes costs which are in Erickson Construction	eral Partner, included as g	part of the Original Comlesse provide a list of an TO BE COM RETAINAGE RELE PROGRESS BILLIN RETAINAGE HELD TOTAL AMOUNT I PROJECT NUMBER COSTCODES	e: 4/21/2009 tract amount or for yo outstanding clais PLETED BY P ASE G DUE	which a ims for ROJECT MANAGER \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$
Material fi	Payment will be made for only th Change Order has been issued by additional costs or pending extras	Other, Gen	eral Partner, included as g	part of the Original Comlesse provide a list of an TO BE COM RETAINAGE RELE PROGRESS BILLIN RETAINAGE HELD TOTAL AMOUNT I PROJECT NUMBER COSTCODES APPROVED BY APPROVED DATE	e: 4/21/2009 tract amount or for ny outstanding clai PLETED BY P ASE G	s which a sims for ROJECT MANAGER \$
Note: NOTES	Payment will be made for only the Change Order has been issued by additional costs or pending extrast: FINAL PAYMENT JIST COMPLETED	Olficer, Genotes costs which are in Erickson Construction	eral Partner, included as g	part of the Original Comlesse provide a list of an TO BE COM RETAINAGE RELE PROGRESS BILLIN RETAINAGE HELD TOTAL AMOUNT I PROJECT NUMBER COSTCODES APPROVED BY APPROVED DATE	e: 4/21/2009 tract amount or for yo outstanding clais PLETED BY P ASE G DUE	s which a sims for roughly solve to the state of the stat
Note: NOTES PUNCHL WARRAI ATTIC S'	Payment will be made for only the Change Order has been issued by additional costs or pending extrastic. FINAL PAYMENT IST COMPLETED NTY COMPLETED TOCK DELIVERED	Other, General Construction Construction	eral Partner, included as g	part of the Original Comlesse provide a list of an TO BE COM RETAINAGE RELE PROGRESS BILLIN RETAINAGE HELD TOTAL AMOUNT I PROJECT NUMBER COSTCODES APPROVED BY APPROVED DATE	e: 4/21/2009 tract amount or for ny outstanding clai PLETED BY P ASE G	s which a sims for roughly solve to the state of the stat
Note: NOTES PUNCHL WARRAI ATTICS O&M (C)	Payment will be made for only the Change Order has been issued by additional costs or pending extrastic. FINAL PAYMENT JET COMPLETED NTY COMPLETED TOCK DELIVERED	OUTHER, General Construction of the Construction Construction Construction of the Cons	eral Partner, included as pon L.L.C. Pi	part of the Original Comlesse provide a list of an TO BE COM RETAINAGE RELE PROGRESS BILLIN RETAINAGE HELD TOTAL AMOUNT I PROJECT NUMBER COSTCODES APPROVED BY APPROVED DATE FOR	e: 4/21/2009 tract amount or for ny outstanding clai PLETED BY P ASE G	s which a sims for ROJECT MANAGER \$

Case 09-37016-sqi11

Claim 7-1 Part 3 Filed 02/25/10 Invoices Page 21 of 40 INVOICE

Desc Exhibit Exhibit B.

BECKER ELECTRICAL GROUP, INC.

4210 43rd Avenue Kenosha, WI 53144

Phone / (262) 654-5393 / (262) 654-0686

Erickson Construction, LLC

Sedgebrook Campus

ATTN: Steve Colling 20 Riverside Road Lincolnshire, IL 60069 Invoice ID: 318515

Invoice Date: 04-26-2009

Draw ID: 44096-CR62

Customer ID: SEDG3

Job ID: 32032

Purchase Order #

Ordered By: P.Spzak

Job Location:

Sedgebrook RG Bldg 960 Audubon Way Lincolnshire, IL 60069

Ship Via: None

Description <u>ltem</u>

To:

Request for payment for labor and material required for additional data cabling locs per Larry Rubel and per our CR62.

Unit of

Units Measure

Unit Price

<u>Amount</u>

2,602.00

Amount Billed Total Tax \$2,602.00

Retainage Held

DATE DUE: 04-26-2009

Amount Due

\$2,602.00

From: BECKER ELECTRICAL GROUP, INC. 4210 43rd Avenue Kenosha, WI 53144	Ţα	Erickson Construction, LLC 20 Riverside Road Lincolnshire, IL 60069	Period	Invoice: Draw: Invoice date: Period ending date:	318495 44098-00013 4/21/2009 4/30/2009	ធ
Contract For: Site Electrical per Contract No. 3		-				
Request for payment: Original contract amount	\$250,000.00					
Approved changes	\$56,014.00	\$308 044 00	Project 44098	kraak Donak	Come	
Revised contract amount		\$300,014.00	Secre	Secretifical Negative Gerdens	Sainte Garde	8
Contract completed to date		\$306,014.00	Contract date:			
Add-ons to date	\$0.00			•		
Taxes to date	\$15,300.70		Architect			
Total completed less retainage	•	\$290,713.30	Scope: Site Ele	Site Electrical for the Renaissance Gardens per	Renaissance (Sardens per
Less previous requests	\$274,354.20		Contract	CONTINUENT	-	
Current request for payment		\$16,359.10				
Current billing		\$1,176.00				
Current additional charges	\$0.00					The state of the s
Current tax	\$0.00	Ω.	CHANGE ORDER SUMMARY	AD	ADDITIONS	DEDUCTIONS
Less current retainage	-\$15,183.10		Changes approved in previous months by Owner		56,014.00	
Current amount que		\$10,358.10 Tc	Total approved this Month			
Remaining contract to bill	\$15,300.70			OTALS	56,014.00	
,		Z	NET CHANGES by Change Order	"	58,014.00	
I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the Erickson Construction, LLC relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and paid by the owner.	erials supplied the undersign paid by the ow	o data, as shown on the abo ned and the Erickson Const ner.	ove represent the actual value of the function, LLC relating to the above	he accomplish referenced pro	ment under the	e terms of the rtify that the
CONTRACTOR: BECKER ELECTRICAL GROUP, INC.	ROUP, INC.	State Of Illinois	County	County Of Lake	•	
By:		Subscribed and s	Subscribed and swom to before me this 21x day of Upul	day of U		5006
Date: 4.2469		Notary Public	Come 3. Men			

306,014.00 100.00

15,300.70

REQUEST FOR PAYMENT DETAIL

Invoice: 318495

Draw: 44098-00013

Period Ending Date: 4/30/2009 Detail Page 2 of 2 Pages

Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Reteinage Balance
n System	12.700.00	12,700.00			12,700.00	100.00		635.00
g of second	69 000 00	69,000,00			69,000.00	100.00		3,450.0
1001	4 200 00	20,000			4.200.00	60.00 00.00		210.0
400IIIZEIIO01	4,200.00	4,200.00			00 000 00	3		222
Computer	10,700.00	10,700.00			00.00	00.00		
SK.	133,400,00	133,400.00			133,400.00	100.00		0,0/0,0
	20,000,00	20,000.00			20,000.00	100.00		1,000.0
26 Pouts mimary	5 348 00	5 348.00			5,348.00	8	•	267.
10 House Process	24 748 00	24.746.00			24,746.00	100,00		1,237.
NO. 140	11 074 00	11 871 00			11.871.00	1 00,00		593.
6.75		10000			1 604 00	3		80.
(epair us conduit	1,004,00	1,004.00			11 000 00			T 63
Shange pole bases CR-	11,269.00	11,269.00			11,269.00	00.00		900.4
Relocate light pole	1,176.00		1,176.00		1,176.00	100.00		50.2

Claim 7-1 Part 3 Filed 02/25/10 Desc Exhibit Exhibit B Invoices Page 24 of 40 Case 09-37016-sgj11

Sub: The Becker Electrical Group Cost Code: 517SW40-48400-160001

EXHIBIT "D" APPLICATION AND CERTIFICATE FOR PAYMENT

TO:	ERICKSON CONSTRUCTOR 703 Maiden Choice Lane	ION, LLC.	DATE:	4/21/2009	
	Baltimore, MD 21228		PROJECT:	517SW40	
			JOB:	Renaissance G	ardens Site Work
FROM:	The Becker Electrical Group		APPLICANT NO.: PERIOD TO:	13 4/30/20 09	
1. Origin	al Contract Amount	,	\$250,000.00		
2. Chang	e Orders Issued to Date (Thr	u CO. #_5)	\$56,014.00		
3. Centra	act Sum to Date (Line 1+2)		\$306,014.00	·	
4. Total (Completed & Stored to Date	•	\$306,014.00		
5. Less Retainage (5_%)		\$15,300.70			
6. Total Earned to Date Less Retainage (Line 4-5)		\$290,713.30			
7. Less Previous Requisitions		\$274,354.20			
8. Payment Due This Period (Line 6-7)		\$16,359.10			
	or which Erickson Construction has CONTRACTOR: By: Payment will be made for only the	(Office) General	Permer, or Owner)	e: 4/21/2009	
material fo	CONTRACTOR: By: Payment will be made for only the Change Order has been issued by additional costs or pending extra	(Officer General hose costs which are inclu y Erickson Construction I	Partner, or Owner) Dat Dat Dat LLC. Please provide a list of ar	e: 4/21/2009 tract amount or for ny outstanding claim	which a
material fo	CONTRACTOR: By: Payment will be made for only the Change Order has been issued by additional costs or pending extra	(Officer General hose costs which are inclu y Erickson Construction I	Partner, or Owner) Dat Partner, or Owner) Under as part of the Original Con L.L.C. Please provide a list of ar TO BE COM	e: 4/21/2009 tract amount or for my outstanding claim PLETED BY PI	which a ns for ROJECT MANAGER
material fo	CONTRACTOR: By: Payment will be made for only the Change Order has been issued by additional costs or pending extra	(Officer General hose costs which are inclu y Erickson Construction I	Partner, or Owner) Dat Partner, or Owner) Under as part of the Original Con LLC. Please provide a list of ar TO BE COM RETAINAGE RELE	e: 4/21/2009 tract amount or for ny outstanding claim PLETED BY PI ASE	which a ns for ROJECT MANAGER \$
material fo	CONTRACTOR: By: Payment will be made for only the Change Order has been issued by additional costs or pending extra	(Officer General hose costs which are inclu y Erickson Construction I	Partner, or Owner) Dat Partner, or Owner) Dat Date Date Partner, or Owner) To BE COM RETAINAGE RELE PROGRESS BILLIN	e: 4/21/2009 tract amount or for my outstanding claim PLETED BY PL ASE	which a ns for ROJECT MANAGER \$
material fo	CONTRACTOR: By: Payment will be made for only the Change Order has been issued by additional costs or pending extra	(Officer General hose costs which are inclu y Erickson Construction I	Partner, or Owner) Dat Partner, or Owner) Dat Date Partner, or Owner) Date Partner, or Owner) TO BE COM RETAINAGE RELE PROGRESS BILLIN RETAINAGE HELD	e: 4/21/2009 tract amount or for ny outstanding claim PLETED BY PI ASE	which a ns for ROJECT MANAGER \$ \$ \$
material fo	CONTRACTOR: By: Payment will be made for only the Change Order has been issued by additional costs or pending extra	(Officer General hose costs which are inclu y Erickson Construction I	Partner, or Owner) Dat Partner, or Owner) Dat Date Date Partner, or Owner) TO BE COM RETAINAGE RELE PROGRESS BILLIN RETAINAGE HELE TOTAL AMOUNT I	e: 4/21/2009 tract amount or for ny outstanding claim PLETED BY PI ASE IG DUE	which a ms for ROJECT MANAGER \$ \$ \$ \$
material fo	CONTRACTOR: By: Payment will be made for only the Change Order has been issued by additional costs or pending extra	(Officer General hose costs which are inclu y Erickson Construction I	Partner, or Owner) Date as part of the Original Con LLC. Please provide a list of ar TO BE COM RETAINAGE RELE PROGRESS BILLIN RETAINAGE HELE TOTAL AMOUNT I PROJECT NUMBER	e: 4/21/2009 tract amount or for ny outstanding claim PLETED BY PI ASE IG DUE	which a ns for ROJECT MANAGER \$ \$ \$ \$ \$ 517ECI0
material fo	CONTRACTOR: By: Payment will be made for only the Change Order has been issued by additional costs or pending extra	(Officer General hose costs which are inclu y Erickson Construction I	Partner, or Owner) Dat Partner, or Owner) Dat Date Date Partner, or Owner) TO BE COM RETAINAGE RELE PROGRESS BILLIN RETAINAGE HELE TOTAL AMOUNT I	e: 4/21/2009 tract amount or for ny outstanding claim PLETED BY PI ASE IG DUE	which a ms for ROJECT MANAGER \$ \$ \$ \$
material fo	CONTRACTOR: By: Payment will be made for only the Change Order has been issued by additional costs or pending extra	(Officer General hose costs which are inclu y Erickson Construction I	Partner, or Owner) Date as part of the Original Con LLC. Please provide a list of ar TO BE COM RETAINAGE RELE PROGRESS BILLIN RETAINAGE HELE TOTAL AMOUNT I PROJECT NUMBER	e: 4/21/2009 tract amount or for ny outstanding claim PLETED BY PI ASE IG DUE	which a ns for ROJECT MANAGER \$ \$ \$ \$ \$ 517ECI0
material fo	CONTRACTOR: By: Payment will be made for only the Change Order has been issued by additional costs or pending extra	(Officer General hose costs which are inclu y Erickson Construction I	Partner, or Owner) Date of the Original Con. L.C. Please provide a list of at TO BE COM RETAINAGE RELE PROGRESS BILLIN RETAINAGE HELE TOTAL AMOUNT I PROJECT NUMBER COSTCODES	e: 4/21/2009 tract amount or for ry outstanding claim PLETED BY PI ASE IG DUE	which a ns for ROJECT MANAGER \$ \$ \$ \$ \$ 517ECI0
Note:	CONTRACTOR: By: Payment will be made for only the Change Order has been issued by additional costs or pending extra	(Officery General hose costs which are inclu y Erickson Construction I	Partner, or Owner) Date of the Original Con LLC. Please provide a list of ar TO BE COM RETAINAGE RELE PROGRESS BILLIN RETAINAGE HELE TOTAL AMOUNT I PROJECT NUMBER COSTCODES APPROVED BY APPROVED DATE	e: 4/21/2009 tract amount or for ny outstanding clais PLETED BY PI ASE IG DUE	which a ms for ROJECT MANAGER \$ \$ \$ \$ \$ \$ \$ 517ECIO 48400-160001
Note: NOTES:	Payment will be made for only the Change Order has been issued by additional costs or pending extra the costs of pending extra th	Hose costs which are included by Erickson Construction Is.	Partner, or Owner) Date of the Original Con LLC. Please provide a list of ar TO BE COM RETAINAGE RELE PROGRESS BILLIN RETAINAGE HELD TOTAL AMOUNT I PROJECT NUMBER COSTCODES APPROVED BY APPROVED DATE	e: 4/21/2009 tract amount or for ry outstanding claim PLETED BY PI ASE IG DUE	which a ms for ROJECT MANAGER \$ \$ \$ \$ \$ \$ \$ 517ECIO 48400-160001
Note: NOTES: PUNCHLI WARRAN	Payment will be made for only the Change Order has been issued by additional costs or pending extra	(Officer General hose costs which are included to prickson Construction 14.	Partner, or Owner) Date of the Original Con LLC. Please provide a list of ar TO BE COM RETAINAGE RELE PROGRESS BILLIN RETAINAGE HELE TOTAL AMOUNT I PROJECT NUMBER COSTCODES APPROVED BY APPROVED DATE	e: 4/21/2009 tract amount or for ny outstanding clais PLETED BY PI ASE IG DUE	which a ms for ROJECT MANAGER \$ \$ \$ \$ \$ \$ \$ 517ECIO 48400-160001

From: BECKER ELECTRICAL GROUP, INC. 4210 43rd Avenue Kenosha, WI 53144		To: Erickson Construction, LLC 20 Riverside Road Lincolnshire, IL 60069	oose	Invoice: Draw: Invoice date: Period ending date:	318583 44098-00014 5/22/2009 5/31/2009	
Contract For: Site Electrical per Contract No. 3	er Contract No. 3					
Request for payment: Original contract amount Approved changes Revised contract amount	\$250,000.00 \$56,014.00	00.00 14.00 \$306,014.00		Project 44098 Seduebrook Renaissance Gardens	issance Garde	ส
Contract completed to date		\$306,014.00	Contract date:			
Add-ons to date Taxes to date	\$0.00 \$0.00	\$0.00 \$0.00	Architect	•		
Total completed less retainage		\$302,953.86		Scope: Site Electrical for the Renaissance Gardens per	Renaissance G	iardens per
Less previous requests	\$290,713.30	13.30		College transport	•	
Current request for payment	ent	\$12,240.56				
Current billing		\$0.00				
Current tax		\$0.00	CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Less current retainage	-\$12,240.56			evious	56,014.00	
Current amount due		\$12,240.50		\$		
Remaining contract to bill	\$3,060.14	50.14		TOTALS	56,014.00	
			NET CHANGES by Change Order	nge Order	56,014.00	
I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the Erickson Construction, LLC relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and paid by the owner.	formed and the materials sup anges thereof) between the ur previously billed and paid by	plied to date, as shown on dersigned and the Erickson the owner.	the above represent the actual Construction, LLC relating to t	value of the accomplis he above referenced p	hment under the roject. I also car	terms of the tify that the
CONTRACTOR: BECK!	BECKER ELECTRICAL GROUP, INC.	State Of	nois	County Of Lake		
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•	01 Lighting System 02 Distribution 03 Misc.n/toblitzedon 04 Phone/Computer 05 Sile Work 06 Temporasy 07 CO#1 Re-Routs primary 07 CO#1 Re-Pour primary 10 CO#3 ASI 11R 10 CO#5 Change pole bases CR 12 CO#6 Relocate light pole 12 CO#6 Relocate light pole	ltem ID Description
306 044 00	12,700.00 69,000.00 4,200.00 10,700.00 133,400.00 20,000.00 5,348.00 24,746.00 11,871.00 11,269.00 1,176.00 1,176.00	Total Contract Amount
2020100	12,700.00 69,000.00 4,200.00 10,700.00 133,400.00 24,746.00 11,871.00 11,604.00 11,706.00 11,776.00	Previously Completed Work
		Work Completed This Period
		Presently Stored Materials
306 014 00 100 00	12,700.00 69,000.00 4,200.00 10,700.00 133,400.00 5,348.00 24,748.00 11,264.00 11,268.00 1,716.00	Completed And Stored To Date
1 8 8	100.00 100.00 100.00 100.00 100.00 100.00	Comp
		Balance To Finish
306014	127.00 980.00 107.00 1,334.00 200.00 204.00 118.71 16.04 11.2.69 11.76	Retainage Balance

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all work and	aterial suppliers for	sub-subcontractors, and m nent: (ii) that the amount Date	r which this pays d its employees,	hat the work fo that it has paid spaid previous	raigned Subcontractor cartifles; (i) is se with the Contract Documents; (ii to: which Erickson Construction ha	obau off nabiooos
			-Narrao		MTRACTORS AFFIDAVIT	
		\$12,240.56		,	C-d sal.I) boireT sidT suC tas	
		0E.EIT,0952			Previous Requisitions	
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		\$1.090,52			(%_1) eganiste £	S, Less
		\$306,014.00			Completed & Stored to Date	letoĽ Þ
		8306,014,00			set Sum to Date (Line 1+2)	3. Contr
		00'910'95\$			ge Orders lesued to Date (Thr	Z, Chan
		00.000,022	•		aal Contract Amount	_
	ý.					
	6002/15/6	PERIOD TO:				
	†1	APPLICANT NO.			The Becker Electrical Group	
						FROM:
show oile work	KEDBISCHDCE (*8)				-	FROM:
		JOB: PROJECT:			transmore, IMD 21228	FROM:
	\$112M40		.*		ERICKSON CONSTRUCT 703 Maiden Choice Lane Bahimore, MD 21228	FROM

VAPLICATION AND CERTIFICATE FOR PAYMENT EXHIBIT "D"

4210 43rd Avenue Kenosha, Wi 53144		20 Riverside Road Lincolnshire, IL 60069		Draw Invoice date: Period ending date:	44096-00018 5/22/2009 5/31/2009	- 6
Contract For: Electrical Work - Cost Code 517E10-48400-160001	8 517E10-48400-1600	97				
Request for payment: Original contract amount	\$2,390,000.00					
Approved changes Revised contract amount	\$245,039.00	\$2,635,039.00	Project 44096 Sedae	44096 Sedaebrook RG Buildina	ildina	
Contract completed to date		\$2,635,039.00	Contract date: 11/26/2007	11/26/2007		
Add-ons to date Tayes to date	\$0.00 \$0.00		•			
Less retainage	\$26,350.39		7100000			
Total completed less retainage Less previous requests	\$2 503 287 05	\$2,608,688.61	Scope:	Electrical work per Subcontract dated 11-26-07, Cost Code 517EC10-48400-160001	abcontract date 0-160001	d 11-26-07, C
Current request for payment		\$105,401.56				
Current billing Current additional charges	\$0.00	\$0.00				
Current tax	\$0.00	Ω	CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Less current retainage	\$105,4 01.56	- -	Changes approved in previous months by Owner	/ious	287,939.00	-42,800.00
Current amount due		\$105,401.50 To	Total approved this Month			
Remaining contract to bill	\$26,350.39			TOTALS	287,939.00	42,900.00
		Z	NET CHANGES by Change Order	e Order	245,039.00	
I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the Erickson Construction, LLC relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and paid by the owner.	he materials supplied to between the undersign led and paid by the owr	date, as shown on the abo ed and the Erickson Const ter.	ove represent the actual va truction, LLC relating to the	alue of the accomplish above referenced pri	ment under the oject. I also ce	terms of the rify that the
CONTRACTOR: BECKER ELECTR By:	BECKER ELECTRICAL GROUP, INC.	State Of Illinois Subscribed and 8	State Of Illinois County Of Lake Subscribed and sworn to before me this 22^{p_0} day of $702p_0$	County Of Lake		2009
Date: Siddy7		My commission expires:	expires: 3-24-13	<i>(</i> 20°	:	

Period Ending Date: 5/31/2009 Detail Page 2 of 4 Pages

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33 Phone/Computer - 3rd Floor	Phone/Computer - 1st Floor	Phone/Computer - Basement	29 Special Systems - 3rd Floor	28 Special Systems - 2nd Floor	Special Systems - 1st Floor	26 Special Systems - Basement	25 Misc/Mobilization/Submittals	24 Branch Wiring - 3rd Floor	23 Branch Wiring - 2nd Floor	22 Branch Wiring - 1st Floor	21 Branch Wiring - Basement	20 Feeders - 3rd Floor	9 Feeders - 2nd Floor	18 Feeders - 1st Floor	17 Feeders - Basement	6 Distribution - 3rd Floor	5 Distribution - 2nd Floor	Distribution - 1st Floor	13 Distribution-Basement	12 Fire Alarm - 3rd Floor	11 Fire Alarm - 2nd Floor	10 Fire Alarm - 1st Floor	09 Fire Alarm - Basement	08 Wiring Systems - 3rd Floor	07 Wining Systems - 2nd Floor	06 Wiring Systems - 1st Floor	05 Wiring Systems - Basement	04 Lighting - 3rd Floor	03 Lighting - 2nd Floor	02 Lighting-1st Floor	01 Lighting - Basement		Description	
21,450.00	25,740.00	17,160.00	7,987.00	7,988.00	9,585.00	6,390.00	16,000.00	171,416.00	171,415.00	205,689.00	137,132.00	14,090.00	35,225.00	21,135.00	70,450.00	12,900.00	32,250.00	19,350.00	64,500.00	35,340.00	35,340.00	53,010.00	53,010.00	15,775.00	15,775.00	18,930.00	12,620.00	80,250.00	80,250.00	96,300.00	64,200.00	Amount	Contract	Toda
21,450.00	25,740.00	17,160.00	7,987.00	7,988.00	9,585.00	6,390.00	16,000.00	171,416.00	171,415.00	205,699.00	137,132.00	14,090.00	35,225.00	21,135.00	70,450.00	12,900.00	32,250.00	19,350.00	64,500.00	35,340.00	35,340.00	53,010.00	53,010.00	15,775.00	15,775.00	18,930.00	12,620.00	80,250.00	80,250.00	96,300.00	64,200.00	Work	Completed	Dowinsty
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21,450.00	25,740.00	17,160.00	7,987.00	7,988.00	9,585.00	6,390.00	16,000.00	171,416.00	171,415.00	205,699.00	137,132.00	14,080.00	35,225.00	21,135.00	70,450.00	12,900.00	32,250.00	19,350.00	64,500.00	35,340.00	35,340.00	53,010.00	53,010.00	15,775.00	15,775.00	18,930.00	12,620.00	_	_			10 Data	And Stored	Completed
100,00		8 8	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100,00	100.00	100,00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100,00	100.00	100.00	100.00		Comp	*
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214.50	214.50	171.60	79.87	79.88	95.85	63.90	160.00	1,714.16	1,714.15	2,056.99	1,371.32	140.90	352.25	211.35	704.50	129.00	322.50	183.50	645.00	353.40	353,40	530.10	530.10	15/./5	157.75	188.30	126.20	802.50	00,500	983.00	642.00		Balance	Retainage
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Period Ending Date: 5/31/2009 Detail Page 3 of 4 Pages

188286666666666666666666666666666666666	Item ID
35 Motors - 1st Floor 36 Motors - 2nd Floor 37 Motors - 3nd Floor 38 Temporary Power - Basement 39 Temporary - 1st Floor 40 Temporary - 2nd Floor 41 Temporary - 3nd Floor 41 Temporary - 3nd Floor 42 Site - Basement 43 Site - 1st Floor 44 Security-Basement 45 Security-Basement 46 Security - 1st Floor 48 Security - 1st Floor 50 LV Phone/Data - Basement 51 LV Phone/Data - 1st Floor 51 LV Phone/Data - 1st Floor 52 LV Phone/Data - 3nd Floor 53 LV Phone/Data - 3nd Floor 54 CATV - 1st Floor 55 CATV - 2nd Floor 56 CATV - 2nd Floor 57 CATV - 3nd Floor 57 CATV - 3nd Floor 58 CATV - 3nd Floor 59 Interconn/Clock - 1st Floor 50 Interconn/Clock - 1st Floor 51 Interconn/Clock - 2nd Floor 52 Interconn/Clock - 3nd Floor 53 Interconn/Clock - 3nd Floor 54 Interconn/Clock - 3nd Floor 55 Interconn/Clock - 3nd Floor 56 Interconn/Clock - 3nd Floor 57 CATV - 3nd Floor 58 Interconn/Clock - 3nd Floor 59 Interconn/Clock - 3nd Floor 60 Interconn/Clock - 3nd Floor 61 Interconn/Clock - 3nd Floor 62 CC2#03-004 Low voltage 65 CCC#03-004 Low voltage 65 CCC#01 II El. Portion 66 CCC#01 II El. Portion	Description
2,855.00 1,850.00 1,850.00 11,250.00 11,250.00 14,100.00 14,100.00 21,350.00 22,640.00 23,176.00 23,176.00 23,176.00 23,176.00 23,176.00 23,176.00 23,176.00 23,176.00 23,176.00 23,176.00 24,000.00 2,100.00 4,200.00 2,100.00 48,735.00	Total Contract Amount
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2,835.00 1,880.00 4,725.00 11,280.00 16,920.00 14,100.00 14,100.00 21,350.00 22,340.00 23,176.00 23,176.00 23,176.00 23,176.00 23,176.00 23,176.00 23,176.00 23,176.00 23,176.00 24,356.00 25,356.00 26,356.00 27,100.00 4,200.00 4,705.00 48,735.00 48,735.00 48,735.00 48,735.00 48,735.00 48,735.00 48,735.00 48,735.00 48,735.00 48,735.00 48,735.00 48,735.00 48,735.00 48,735.00	Completed And Stored To Date
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139.87		100.00	13,987.00			3,776.00 13,987.00	3,776.00 13,987.00	71 C003-008 CR67 72 C003-007 CR59	3 3
81.96 37.78		60.00		•		8,196.00	8,196.00	69 C003-005 Misc. changes 70 C003-005 CR43 ASI#2	7 8
170.62	÷	100.00	10,642.00 3,962.00 17,062.00			10.642.00 3,962.00	10,642.00 3,962.00	67 CO003 CR'627,41,44 & 40 68 CO 03-004 CR49, RF#124	67 68
Retainage Balance	To Finish	Comp		Presently Stored Materials	Work Completed This Period	Previously Completed Work	Total Contract Amount	Description	Item ID
		$\downarrow \mid$					Interes	Project: 44090 / Sedgebrook NO culturily	Project 4
Detail Page 4 of 4 Pages		g Date: 5/	Period Ending Date: 5/31/2009	Draw: 44096-00018	Draw	318584	Invoice: 318584	wo I cadachmak DC Building	-

Claim 7-1 Part 3 Filed 02/25/10 Desc Exhibit Exhibit B Invoices Page 32 of 40 Case 09-37016-sgj11

Sub: The Becker Electrical Group Cost Code: 517EC10 - 48400-160001

TO:	ERICKSON CONSTRUCTION, LLC. 703 Maiden Choice Lane	DATE:	22-May-09	
	Baltimore, MD 21228	PROJECT: JOB:	517EC10 Renaissance Garden Phase	1 BC 1.0
FROM:	The Becker Electrical Group	APPLICANT NO.: PERIOD TO:	18 5/31/2009	
1. Origin	nal Contract Amount	\$2,390,000.00		
2. Chang	ge Orders Issued to Date (Thru CO. # 03-008	\$245,039.00		
3. Contr	ract Sum to Date (Line 1+2)	\$2,635,039.00		
4. Total	Completed & Stored to Date	\$2,635,039.00		
5. Less F	Retainage (1%)	\$26,350.39		
б. Total	Earned to Date Less Retainage (Line 4-5)	\$2,608,688.61		
7. Less F	Previous Requisitions	\$2,503,287.05		
8. Paym	ent Due This Period (Line 6-7)	\$105,401.56	•	
material f	ce with the Contract Documents; (ii) that it has paid its enfor which Erickson Construction has paid previous reques CONTRACTOR: By: (Officer Grap Payment will be made for only those costs which are it Change Order has been issued by Erickson Construction	ts for dayment: (iii) that the amount of the Partner, or Owner) The Company of the Original Connected as part of the Original Connected to the Orig	t of this invoice is due. e: 5/22/2009 tract amount or for which a	
material f	For which Erickson Construction has paid previous reques CONTRACTOR: By: (Officer Gear Payment will be made for only those costs which are it Change Order has been issued by Erickson Construction additional costs or pending extras.	ts for dayment: (iii) that the amount of the Partner, or Owner) Dat Partner, or Owner) ncluded as part of the Original Con on L.L.C. Please provide a list of an	t of this invoice is due. e: 5/22/2009 tract amount or for which a by outstanding claims for	
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	For which Erickson Construction has paid previous reques CONTRACTOR: By: (Officer Gear Payment will be made for only those costs which are it Change Order has been issued by Erickson Construction additional costs or pending extras.	ts for dayment: (iii) that the amount of the Partner, or Owner) Tal Partner, or Owner) Included as part of the Original Con on L.L.C. Please provide a list of an TO BE COM	to f this invoice is due. e: 5/22/2009 tract amount or for which a my outstanding claims for PLETED BY PROJECT MASE \$	
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material f	For which Erickson Construction has paid previous reques CONTRACTOR: By: (Officer Gear Payment will be made for only those costs which are it Change Order has been issued by Erickson Construction additional costs or pending extras.	TO BE COM RETAINAGE RELE PROGRESS BILLIN RETAINAGE HELL TOTAL AMOUNT:	to f this invoice is due. e: 5/22/2009 tract amount or for which a my outstanding claims for PLETED BY PROJECT M ASE \$ G \$ DUE \$	
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material f	CONTRACTOR: By: (Officer Gene) Payment will be made for only those costs which are in Change Order has been issued by Erickson Construction additional costs or pending extras.	TO BE COM RETAINAGE RELE PROGRESS BILLIN RETAINAGE HELL TOTAL AMOUNT PROJECT NUMBER COSTCODES	to of this invoice is due. e: 5/22/2009 tract amount or for which a my outstanding claims for PLETED BY PROJECT MASE S G \$ DUE \$ \$17ECIO	ANAGER
Mote:	For which Erickson Construction has paid previous reques CONTRACTOR: By: (Officer Gear Payment will be made for only those costs which are it Change Order has been issued by Erickson Construction additional costs or pending extras.	TO BE COM RETAINAGE RELE PROGRESS BILLIN RETAINAGE HELL TOTAL AMOUNT PROJECT NUMBER COSTCODES APPROVED BY APPROVED DATE	to of this invoice is due. e: 5/22/2009 tract amount or for which a my outstanding claims for PLETED BY PROJECT MASE S G \$ DUE \$ \$17ECIO	ANAGER
Note: NOTES	FINAL PAYMENT LIST COMPLETED NOT C	TO BE COM RETAINAGE RELE PROGRESS BILLIN RETAINAGE HELL TOTAL AMOUNT PROJECT NUMBEL COSTCODES APPROVED BY APPROVED DATE	to of this invoice is due. e: 5/22/2009 tract amount or for which a by outstanding claims for PLETED BY PROJECT M ASE \$ G \$ DUE \$ 517EC10 48400-160	ANAGER
Note: NOTES PUNCHI WARRA	CONTRACTOR: By: CONTRACTOR: By: Officer Gear Payment will be made for only those costs which are in Change Order has been issued by Erickson Construction additional costs or pending extrast. S: FINAL PAYMENT UST COMPLETED TIMES TIME	TO BE COM RETAINAGE RELE PROGRESS BILLIN RETAINAGE HELL TOTAL AMOUNT PROJECT NUMBER COSTCODES APPROVED BY APPROVED DATE	to of this invoice is due. e: 5/22/2009 tract amount or for which a by outstanding claims for PLETED BY PROJECT M ASE \$ G \$ DUE \$ 517EC10 48400-160	ANAGER

Ç	Case 09-37016-sgj1		art 3 Filed 02/25/10 art 3 Page 33 of 40	Desc Exhibit Exhibit B
	Contract (and all authorized changes thereof) between the undersigned and the Erickson Construction, LLC relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and paid by the owner. CONTRACTOR: BECKER ELECTRICAL GROUP, INC. State Of Illinois By: Subscribed and sworm to before me this 3/3/0 day of 4/3/04 Notary Public Commission expires: 3-34-13 My commission expires: 3-34-13	Current tax Less current retainage Current amount due Remaining contract to bill	Contract completed to date Add-ons to date Taxes to date Less retainage Total completed less retainage Less previous requests Current request for payment Current additional charges	From: BECKER ELECTRICAL GROUP, INC. 4210 43rd Avenue Kenosha, WI 53144 Contract For: Site Electrical per Contract No. 3 Request for payment: Original contract amount Approved changes Revised contract amount \$2
	DUP, INC.	\$0.00 -\$3,060.14 \$0.00	\$0.00 \$0.00 \$0.00 \$302,953.86	To: \$250,000.00 \$64,882.00
	ned and the Erickson Construction, ner. State Of Illinois Subscribed and sworn to Notary Public My commission expires:	\$11,928.14	\$314,882.00 \$314,882.00 \$11,928.14 \$8,868.00	Erickson Construction, LLC 20 Riverside Road Lincolnshire, IL 60069
	State Of Illinois Subscribed and sworn to before me this 330 day of Chake Notary Public Commission expires: 3-2413	CHANGE ORDER SUMMARY Changes approved in previous months by Owner Total approved this Month NET CHANGES by Change Or	Contract date: Architect: Scope:	, LLC Period Project: 44098 Sedae
	the above referenced project. I also certify that the county Of Lake County Of Lake is 33 day of 0,000	MMARY A Drevious nth TOTALS nange Order	Site Etectrical for the Renaissance Gardens per contract number 3	Invoice: 318688 Draw: 44098-00015 Invoice date: 6/23/2009 Period ending date: 6/30/2009 44098 Sedgebrock Renaissance Gardens
	roject. I also ce	ADDITIONS 56,014.00 8,868.00 64,882.00 64,882.00	e Renaissance	: 318688 : 44098-00015 : 6/23/2009 : 6/30/2009
	Prify that the	DEDUCTIONS	Gardens per	15

	Case 09-37016-sgj11	Claim 7-1 Part 3 Invoices Pa	Filed 02/25/10 ge 34 of 40	Desc Exhib	it Exhibit B
·			07 08 09 10 11 12	01 02 03 04 06	Item ID
Totals			CO#1 Re-Route primary CO#2 ASI#02 CO#3 ASI 11R CO#4 Repair UG conduit CO#5 Change pole bases CR- CO#6 Relocate light pole CO#7 CR's 11 & 10	01 Lighting System 02 Distribution 03 Misc./Mobilization 04 Phone/Computer 05 Site Work 06 Temporary	Description
314,882.00			5,348.00 24,746.00 11,871.00 1,604.00 11,269.00 1,176.00 8,868.00	12,700.00 69,000.00 4,200.00 10,700.00 133,400.00 20,000.00	Total Confract Amount
306,014.00			5,348.00 24,746.00 11,871.00 1,604.00 11,269.00 1,176.00	12,700.00 69,000.00 4,200.00 10,700.00 133,400.00 20,000.00	Previously Completed Work
8,868.00			8,868.00		Work Completed This Period
					Presently Stored Materials
314,882.00			5,348.00 24,746.00 11,871.00 1,604.00 11,269.00 1,176.00 8,868.00	12,700.00 69,000.00 4,200.00 10,700.00 133,400.00 20,000.00	Completed And Stored To Date
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					Balance To Finish
				•	Retainage Balance

Desc Exhibit Exhibit B

Sub: The Becker Electrical Group Cost Code: 517SW40-48400-160001

Sub:

EXHIBIT "D" APPLICATION AND CERTIFICATE FOR PAYMENT

TO:	ERICKSON CONSTRUCTOR Maiden Choice Lane	CTION, LLC.	DATE:	6/23/2009	
	Baltimore, MD 21228		PROJECT: JOB:	517SW40 Renaissance G	ardens Site Work
FROM:	The Becker Electrical Grou	ip	APPLICANT NO.: PERIOD TO:	15 6/30/2009	
1. Origin	al Contract Amount		\$250,000.00		
2. Chang	e Orders Issued to Date (T	hru CO. #_7)	\$64,882.00		
3. Contri	act Sum to Date (Line 1+2)		\$314,882.00		
4. Total	Completed & Stored to Dat	e	\$314,882.00	.*	•
	letainage (0_%)		\$0.00		•
	Earned to Date Less Retain	age (Line 4-5)	\$314,882.00		•
	revious Requisitions	age (Dille 1 D)	\$302,953.86		•
	ent Due This Period (Line 6	. 7)	\$11,928.14		•
b. I ayını	int Due This Let lou (Dine o		311,720114		
	e with the Contract Documents; or which Erickson Construction (CONTRACTOR: By:	hus paid previous requests	for payment: (iii) that the amoun Dat Pariner, or Owner)	at of this invoice is	due.
accordanc material fo	CONTRACTOR: By: Payment will be made for only Change Order has been issued additional costs or pending ex	(Officer General y those costs which are incl by Erickson Construction	Dat Pariner, or Owner) Dat Pariner, or Owner Dat D	at of this invoice is the: 6/23/2009 attract amount or for my outstanding claim	which a ms for
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By: \(\frac{1}{23.09}\)	CONTRACTOR: BECKER ELECTRICAL GROUP, INC.	I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the Erickson Construction, LLC relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and paid by the owner.		Remaining contract to bill	Current amount due	O Less current retainage	Current tax	Current billing Current additional charges	Current request for payment	Less previous requests	Total completed less retainage		Add-ons to date Taxes to date	Contract completed to date	Revised contract amount	Approved changes	Request for payment: Original contract amount	Contract For: Electrical Work - Cost Code 517E10-48400-180001	From: BECKER ELECTRICAL GROUP, INC. 4210 43rd Avenue Kenosha, WI 53144
	L GROUP, INC.	aterials supplied ween the undersigned paid by the over		\$0.00		-\$26,350.39	\$0.00	\$0.00		\$2,608,688.61		\$0.00	\$0.00 \$0.00		٠	\$284,210.00	\$2,390,000.00	7E10-48400-160	. То:
Subscribed and sworn to Notary Public Lennum My commission expires:	State Of Illinois	to date, as shown on the gned and the Erickson Cowner.			\$65,521.39			\$39,171.00	\$65,521.39		\$2,674,210.00			\$2,674,210.00	\$2,674,210.00			0001	Erickson Construction, LLC 20 Riverside Road Lincolnshire, IL 60069
before me this ンカルル デョー・ プートルートラ		above represent the actual vanishruction, LLC relating to the	NET CHANGES by Chan		Total approved this Month	Changes approved in previously by Owner	CHANGE ORDER SUMM				Scope:		Architect	Contract date:		Project)) 1, LTC
day of U	County Of Lake りみが	alue of the accomplishment under the terms of the above referenced project. I also certify that the	ge Order	TOTALS		vious	ARY	,		CODE 21/ EC 10-10-100-100001	Electrical work per Subcontract dated 11-26-07, Cost	·		11/26/2007	Sedaebrook RG Buildina	44096			Invoice: Draw: Invoice date: Period ending date:
More	ب	shment under the project. I also ce	284,210.00	327,110.00	39,171.00	287,939.00	ADDITIONS			+00-10000 t	Subcontract date				Buildina				e: 318675 w: 44096-00019 e: 6/23/2009 e: 6/30/2009
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Project: 44096 / Sedgebrook RG Building

Invoice: 318675

Draw: 44096-00019

Period Ending Date: 6/30/2009 Detail Page 2 of 4 Pages

Case 09-37016-sgj11 Claim 7-1 Part 3 Filed 02/25/10 Invoices Page 37 of 40	Desc Exhib	it Exhibit B
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44096 / Sedgebrook RG Building Description	Motors - Basement	Motors - 1st Floor	Motors - 2nd Floor	Motors - 3rd Floor	Temporary Power - Basement	Temporary - 1st Floor	Temporary - 2nd Floor	Temporary - 3rd Floor	Site - Basement	Site - 1st Floor	Generator	Bond	Security 1st Floor	Security - 2nd Floor	Security - 3rd Floor	LV Phone/Data - Basement	LV Phone/Data - 1st Floor	LV Phone/Data - 2nd Floor	LV Phone/Data - 3rd Floor	CATV - Basement	CATV - 1st Floor	CATV - 2nd Floor	CATV - 3rd Floor	Intercom/Clock - Basement		Intercom/Clock - 2nd Floor	Intercom/Clock - 3rd Floor	CR20 ASI 4 Sheet 91.01 ASI 4 Sheet 91.02	CO#03-004 Low voltage	CCO# 01 El. Portion	CCO#01 3-400A breakers	
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ng Date:	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00		100.00	100.00	100.00	
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Contract Completed Completed And Stored And Stored Amount Work This Materials To Date	0.00	•		•	13,987.00	13,987.00	2 CO03-007 CR59	7
Contract Completed Amount Completed Amount Completed This Amount To Date To Da	10.00				3,776.00	3,776.00	71 C003-006 CR67	7
Contract Completed Completed Stored And Stored Comp To Amount Work This Materials To Date To Date Finish To Date To Da	0.00			٠	8,196.00	8,196.00	70 CO03-005 CR43 ASI#2	7
Contract Amount	0.00				17,062.00	17,062.00	69 CO03-005 Misc. changes	O)
Contract Completed Completed Stored And Stored Comp To Amount Work This Materials To Date Finish 10,642.00 10,642.00 10,642.00 100.00	0.00				3,962.00	3,962.00	8 CO 03-004 CR49, RF#124	. 68
Contract Completed Completed Stored And Stored Comp To Amount Work This Materials To Date Finish	5.00 5.00				10,642.00	10,642.00	7 CO003 CR's27,41,44 & 40	67
Contract Completed Completed Stored And Stored Comp To			NIGICII CII G	Period	VVCIA	Aniodia		
And Stored Commission of Commi	Finish		Materials	This	Completed	Contract		
Total Previousty Work Presently Completed % Balance			Presently	Work	Previously	Total	Description	Item ID

Desc Exhibit Exhibit B

Sub: The Becker Electrical Group Cost Code: 517EC10 - 48400-160001

EXHIBIT "D" APPLICATION AND CERTIFICATE FOR PAYMENT

TO:	ERICKSON CONSTRUCTOR Maiden Choice Lane	CTION, LLC.	DATE:	23-Jun-09	
	Baltimore, MD 21228		PROJECT: JOB:	517EC10 Renaissance C	Garden Phase 1 EC 1.0
FROM:	The Becker Electrical Grou	ap.	APPLICANT NO.: PERIOD TO:	6/30/2009	
1. Origin	al Contract Amount		\$2,390,000.00		•
2. Chang	e Orders Issued to Date (T	hru CO. #03-025)	\$284,210.00	•	•
3. Contra	act Sum to Date (Line 1+2)		\$2,674,210.00		_
4. Total C	Completed & Stored to Dat	te.	\$2,674,210.00		
	etainage (<u>0</u> %)		\$0.00		•
	Earned to Date Less Retain	ann (I inn 4 fi)			
		age (Line 4-3)	\$2,674,210.00		•
	revious Requisitions		\$2,608,688.61		•
8. Payme	nt Due This Period (Line 6	i-7)	\$65,521.39	·	-
	with the Contract Documents; ir which Erickson Construction CONTRACTOR: By:	has paid previous requests fo	-	t of this invoice is	due.
accordance	r which Erickson Construction CONTRACTOR: By: Payment will be made for only	officer, General of those costs which are included by Erickson Construction L	or payment: (iii) that the amount	t of this invoice is te: 6/23/2009 tract amount or for	due.
accordance material fo	CONTRACTOR: By: Payment will be made for only Change Order has been issued additional costs or pending exi	officer, General of those costs which are included by Erickson Construction L	Date Partner, or Owner) Date Original Cont. L.C. Please provide a list of an	t of this invoice is e: 6/23/2009 tract amount or for any outstanding claim	due.
accordance material fo Note:	CONTRACTOR: By: Payment will be made for only Change Order has been issued additional costs or pending exi	officer, General of those costs which are included by Erickson Construction L	Date Pariner, or Owner) And a part of the Original Cont. L.C. Please provide a list of an	t of this invoice is te: 6/23/2009 tract amount or for ny outstanding clai	due. - - - - - - - - - - - - - - - - - - -
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Page 1 of 1

EC:_____ Sub:____

Northern District of Texas Claims Register

09-37016-sgj11 Erickson Construction, LLC

Judge: Stacey G. Jernigan

Chapter: 11

Office: Dallas

Last Date to file claims: 02/28/2010

Trustee:

Last Date to file (Govt):

(13030695)Creditor: Becker Electrical Group 4120 43rd Avenue

Original Filed Date: 02/25/2010

Claim No: 7

Filed by: CR

Status:

Kenosha, Wisconsin 53144

Original Entered

Entered by: Kennedy, Jason Modified:

Date: 02/25/2010

Unsecured claimed: \$591305.97 claimed: \$591305.97

Total History:

Details

7-1 02/25/2010 Claim #7 filed by Becker Electrical Group, total amount claimed: \$591305.97

(Kennedy, Jason)

Description: (7-1) Goods/services provided

Remarks:

Claims Register Summary

Case Name: Erickson Construction, LLC Case Number: 09-37016-sgj11

> Chapter: 11 Date Filed: 10/19/2009 **Total Number Of Claims: 1**

·	Total Amount Claimed	Total Amount Allowed
Unsecured	\$591305.97	
Secured		·
Priority		
Unknown		
Administrative	·	
Total	\$591305.97	\$0.00