

UNITED STATES BANKRUPTCY COURT

Northern District of Texas (Dallas Division)

PROOF OF CLAIM

Name of Debtor: Erickson Construction, LLC

Case Number: 09-37016

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

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

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

Name and address where notices should be sent:

20835747000897
EASTCOAST TRIM & SIDING INC
9693 GERWIG LANE SUITE K
COLUMBIA, MD 21046

RECEIVED

FEB 26 2010

YOUR CLAIM IS SCHEDULED AS:

Schedule/Claim ID: s1050
AMOUNT/CLASSIFICATION
\$115,671.98 UNSECURED

Court Claim Number: _____
(If known)

Filed on: _____

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

Eastcoast Siding, Inc.
9693-K Gerwig Lane Columbia, MD 21046

Telephone number: 410-290-8160

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

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

1. Amount of Claim as of Date Case Filed: \$ 115,671.98

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

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

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

2. Basis for Claim: Services performed
(See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: 3375

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

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

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

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

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

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

if any: \$ _____ Basis for perfection: _____

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

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

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

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

If the documents are not available, please explain:

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

Specify the priority of the claim.

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

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

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

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

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

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

Amount entitled to priority:

\$ _____

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

FOR COURT USE ONLY

Date: 2/22/10

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

Erickson Ret. Comm. LLC



01547



Eastcoast Siding, Inc
dba Eastcoast Exteriors
9693-K Gerwig Lane Columbia, Maryland 21046-2895
Office: 410-290-8160 Fax: 410-290-8161
www.eastcoastexteriors.com

Summary

Ashby Ponds Retainages due

Bldg 1.2 - \$36,420.80
Bldg 1.3 - \$50,118.88
Bldg 1.5 - \$15,000.00

\$101,539.68

Maris Grove Retainages due

RB2.4 - \$6065.80
RB2.2 - \$7666.50
CO RB2.2 \$400.00

\$ 14132.30

Total Retainages due to Eastcoast - \$115,671.98

**CONTRACTORS, SUBCONTRACTORS AND SUPPLIER
PARTIAL RELEASE OF LIENS**

STATE OF:

)	Original Contract Amount:	\$300,000.00
	Approved Change Orders:	\$0.00
) S.S.	Adjusted Contract Amount:	\$300,000.00
	Completed to Date:	\$300,000.00
COUNTY OF:	) Retention:	\$15,000.00
	Total Earned (Less Retention):	\$285,000.00
	Previous Payments:	\$270,000.00
	Current Payment:	\$15,000.00
	Contract Balance:	\$15,000.00

To EASTCOAST TRIM & SIDING INC

Pay App # 3 Let

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

The UNDERSIGNED, being duly sworn states that he is the owner / President (Title-officer of company) of EASTCOAST TRIM & SIDING INC (firm) who has a contract with Erickson Construction, LLC for furnishing siding, plank, trim, panel for the improvements being erected on real estate known and identified as APL RB15 located in Loudon County, state of Virginia and owned by Ashburn Campus, LLC.

The UNDERSIGNED, for and in consideration of the sum of: Fifteen Thousand And NO/100 Dollars \$15,000.00 in payment of invoice or application dated 4/20/2009 and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby waive and release any and all liens or claims of right lien on the aforementioned property and improvements thereon, and on monies or other consideration due or to become due on account of labor or services, materials, fixtures, or apparatus heretofore furnished, prior to 5/1/2009 except for the retention stated above.

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

Signed this 5th day of June, 2009

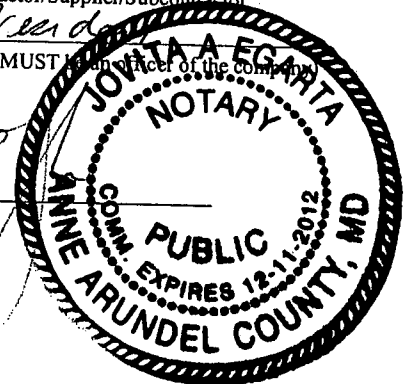
By:

Youn moon
Name of Company/Contractor/Supplier/Subcontractor

President
Signature & Title (Title - MUST be an officer of the company)

Signed and sworn to before me this 5th day of June, 2009
My Commission Expires:

Notary Public



NOTE

Erickson Construction, LLC requires that the release of liens be signed by an officer of the company.

Please return all signed and notarized release of liens to the following address:

ERICKSON CONSTRUCTION FINANCE
991 Corporate Boulevard
Linthicum, Maryland 21090

Please Return To:
Erickson Construction Finance
991 Corporate Boulevard
Linthicum, MD 21090
Attn: Ellie Oment



AIA® Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: **ERICKSON CONSTRUCTION LLC**
1059 LOUDOUN COUNTY PARKWAY
ASHBURN, VA 20147

657RB15-49-499-07-4699

APPLICATION NO: **2/24/2009**
PERIOD TO: **2/24/2009**

Distribution to:

- OWNER ☐ ARCHITECT ☐
CONTRACTOR ☐ FIELD ☐
OTHER ☐

FROM CONTRACTOR: **FRANK CONSTRUCTION INC.**
9693-K Gerwig Lane
Columbia, MD 21046

VIA ARCHITECT:

CONTRACT FOR: **BL1.5**
CONTRACT DATE: **3/26/2008**
PROJECT NOS: **/**

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 300,000.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 300,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 300,000.00

5. RETAINAGE:

- a. % of Completed Work
10.66 column D + E on G703 \$ 0.00
- b. % of Stored Material
(Column F on G703) \$ 0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 300,000.00
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 270,000.00
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 30,000.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 0.00
(Line 3 less Line 6)

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	0.00	\$ 0.00
Total approved this Month	\$	0.00	\$ 0.00
TOTALS	\$	0.00	\$ 0.00
NET CHANGES by Change Order	\$		

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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

CONTRACTOR:

By: **MD**
State of: **MD**

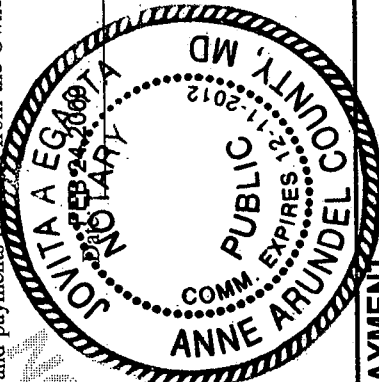
County of: **ANNE ARUNDEL**

Subscribed and sworn to before

me this **24** day of **FEBRUARY** 2009

Notary Public:

My Commission expires: **12.11.2012**



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

Date:

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

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APPLICATION NO.: 3

APPLICATION DATE: 2/24/2009

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ARCHITECT'S PROJECT NO:

300,000.00	300,000.00	300,000.00
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CAUTION: You should sign an original AIA Contract Document, or when this contract is not applicable, a copy of the AIA Contract Document, and retain the original AIA Contract Document for your records. **WARNING:** This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

EXHIBIT "D"
APPLICATION AND CERTIFICATE FOR PAYMENT

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

DATE: 2/24/09

PROJECT: 557RB15
JOB: Wood framed residential building

FROM: East Coast Siding, Inc.

APPLICANT NO.:
PERIOD TO:

1. Original Contract Amount	\$ <u>300,000.-</u>
2. Change Orders Issued to Date (Thru C.O. # <u> </u>)	\$ <u>0</u>
3. Contract Sum to Date (Line 1+2)	\$ <u>300,000.-</u>
4. Total Completed & Stored to Date	\$ <u>300,000.-</u>
5. Less Retainage (<u> </u> %)	\$ <u>0</u>
6. Total Earned to Date Less Retainage (Line 4-5)	\$ <u>300,000.-</u>
7. Less Previous Requisitions	\$ <u>270,000.-</u>
8. Payment Due This Period (Line 6-7)	\$ <u>30,000.-</u>

SUBCONTRACTORS AFFIDAVIT & RELEASE OF LIEN:

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

CONTRACTOR: By: [Signature] Date: 2/24/09
(Officer, General Partner, or Owner)

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

NOTES:

TO BE COMPLETED BY PROJECT MANAGER

RETAINAGE RELEASE	\$ <u> </u>
PROGRESS BILLING	\$ <u> </u>
RETAINAGE HELD	\$ <u> </u>
TOTAL AMOUNT DUE	\$ <u> </u>
PROJECT NUMBER	<u>557RB15</u>
COST CODE #	<u>48400-074600</u>
APPROVED BY	<u> </u>
APPROVED DATE	<u> </u>

FINAL PAYMENT	
PUNCH LIST COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO
WARRANTY COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO
ATTIC STOCK DELIVERED	<input type="checkbox"/> YES <input type="checkbox"/> NO
O&M (CLOSEOUT BOOK-DEL)	<input type="checkbox"/> YES <input type="checkbox"/> NO
CHANGE ORDERS COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO

FOR ACCOUNTING USE ONLY	
DATE RECEIVED	<u> </u>
REVIEWED BY	<u> </u>

[Signature] Sub: UM

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

STATE OF:

COUNTY OF:

Original Contract Amount:	\$ 300,000 -
Approved Change Orders:	\$ 0
Adjusted Contract Amount	\$ 300,000
Completed to Date:	\$ 300,000
Retention:	\$ 0
Total Earned (Less Retention):	\$ 300,000
Previous Payments:	\$ 270,000
Current Payment:	\$ 30,000
Contract Balance:	\$ 0

TO: CHICAGO TITLE INSURANCE COMPANY

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

The UNDERSIGNED being duly sworn states that he is the Owner/President (title)
of Eastcoast Siding, Inc. (firm) who has a contract with Enck Construction LLC
for furnishing plank, siding, trim, panel for the improvements being erected on
real estate known and identified as Ashby Ponds Independent Living Building 1.5 located in Loudoun County
County, State of Virginia and owned by Ashburn Campus, LLC.

The UNDERSIGNED, for and in consideration of the sum of thirty thousand dollars only
(\$ 30,000.00) in payment of invoice or application dated 2/24/09 and other good and
valuable consideration, the receipt of which is hereby acknowledged, does hereby waive and release any and all liens or
claims of right of lien on the aforementioned property and improvements thereon, and on monies or other consideration due or
to become due, on account of labor or services, materials, fixtures or apparatus heretofore furnished, prior to
2/28, 2009, except for the retention stated above.

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

Signed this

24th

Day of

Feb

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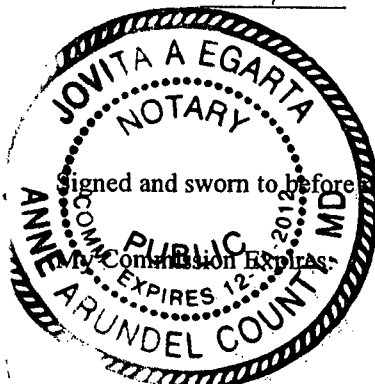
09

Eastcoast Siding, Inc.
Contractor/Supplier/Subcontractor

By:

Yum Moon President

Signature & Title (Must be an Officer)



Signed and sworn to before me this

24

Day of

FEBRUARY

'20

09

Notary Public Signature

**CONTRACTORS, SUBCONTRACTORS AND SUPPLIER
PARTIAL RELEASE OF LIENS**

STATE OF:	)	Original Contract Amount:	\$300,000.00
		Approved Change Orders:	\$0.00
	) S.S.	Adjusted Contract Amount:	\$300,000.00
		Completed to Date:	\$300,000.00
COUNTY OF:	)	Retention:	\$30,000.00
		Total Earned (Less Retention):	\$270,000.00
		Previous Payments:	\$256,500.00
		Current Payment:	\$13,500.00
		Contract Balance:	\$30,000.00

To EASTCOAST TRIM & SIDING INC

Pay App# 2

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

The UNDERSIGNED, being duly sworn states that he is the owner / president (Title-officer of company) of EASTCOAST TRIM & SIDING INC (firm) who has a contract with Erickson Construction, LLC for furnishing siding, plank, trim, paint for the improvements being erected on real estate known and identified as APL RB15 located in Loudon County, state of Virginia and owned by Ashburn Campus, LLC.

The UNDERSIGNED, for and in consideration of the sum of: Thirteen Thousand Five Hundred And NO/100 Dollars \$13,500.00 in payment of invoice or application dated 12/20/2008 and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby waive and release any and all liens or claims of right lien on the aforementioned property and improvements thereon, and on monies or other consideration due or to become due on account of labor or services, materials, fixtures, or apparatus heretofore furnished, prior to 12/31/2008 except for the retention stated above.

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

Signed this 9th day of Feb, 2009

By:

Eastcoast Siding, Inc.
Name of Company/Contractor/Supplier/Subcontractor
[Signature] President
Signature & Title (Title - MUST be an officer of the company)

Signed and sworn to before me this 9th day of Feb, 2009
My Commission Expires:

[Signature]
Notary Public

NOTE

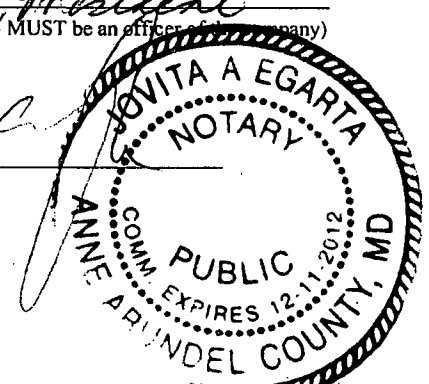
Erickson Construction, LLC requires that the release of liens be signed by an officer of the company.

Please return all signed and notarized release of liens to the following address:

ERICKSON CONSTRUCTION FINANCE
991 Corporate Boulevard
Linthicum, Maryland 21090

#93526

Please Return to:
Erickson Construction Finance
991 Corporate Boulevard
Linthicum, MD 21090
Attn: Ellie Asment



Erickson

construction, LLC

LETTER OF TRANSMITTAL

From: Sandra Alvarez
21059 Loudoun County Parkway
Ashburn, Va. 20147
To: East Coast Siding, Inc.

Date:	09/22/2008
Attn:	Martin Catterton
Campus:	Ashburn, VA
Project:	Ashby Ponds
RE:	Subcontract Agreement

We Are Sending You: ☒ Attached ☐ Under Separate Cover Via: _____

<input checked="" type="checkbox"/> Contract	<input type="checkbox"/> Shop Drawing	<input type="checkbox"/> Specifications
<input type="checkbox"/> Change Order	<input type="checkbox"/> Submittal/Sample	<input type="checkbox"/> Correspondence
<input type="checkbox"/> Other: _____		<input type="checkbox"/> Purchase Order

Qty.	Date	No.	Description
3	9/22/2008		East Coast Siding, Inc. Subcontract Agreement RB1.5

Transmitted As (Checked Below):

<input checked="" type="checkbox"/> For Your Approval	<input type="checkbox"/> Approved As Submitted	<input type="checkbox"/> Resubmit	Copies For Approval
<input type="checkbox"/> For Your Use	<input type="checkbox"/> Approved As Noted	<input type="checkbox"/> Submit	Copies For Distribution
<input type="checkbox"/> As Requested	<input type="checkbox"/> Returned For Corrections	<input type="checkbox"/> Return	Corrected Prints
<input type="checkbox"/> For Review & Comment	<input type="checkbox"/> Other:		

Remarks:

Please Sign & Return all 3 copies. Thank you.

Copy To: Signed: Sandra Alvarez
Receptionist

1703-723-4266

Contract Number: 7s

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

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

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

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

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

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

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

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

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

10.4. SUBSTANTIAL COMPLETION. When the Work or a designated portion thereof is substantially complete in accordance with the requirements of the Prime Contract, the Contractor shall, upon application by the Subcontractor, make prompt application for payment for such Work. Within thirty (30) days following issuance by the Owner of the Certificate for Payment covering such substantially completed Work, the Contractor shall, to the full extent allowed in the Prime Contract, make payment to the Subcontractor, deducting any portion of the funds for the Work withheld in accordance with the Certificate of Payment to cover costs of items to be completed or corrected by the Subcontractor. Such payment to the Subcontractor shall be the entire unpaid balance of the

Subcontract Sum if a full release of retainage is allowed under the Prime Contract for the Work prior to the completion of the entire Project. If the Prime Contract does not allow for a full release of retainage, then such payment shall be an amount which, when added to previous payments to the Subcontractor, will reduce the retainage on the Subcontractor's substantially completed Work to the same percentage of retainage as that on the Contractor's work covered by the Certificate of Payment.

11. FINAL PAYMENT.

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

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

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

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

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

12. INSURANCE AND BONDS.

12.1. COVERAGES.

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

12.1.2. Coverages must be maintained with financially secure insurance companies licensed to do business in the State where the Project is located, have a Best's Guide Rating of not less than A-VI and must otherwise be acceptable to Owner and Contractor. Coverage must be maintained without interruption from date of commencement of the Work until date of final payment, and Contractor, Developer, Owner, and the Operator, their parent and subsidiary companies, together with their employees, officers agents, members and directors shall be named as additional insureds and Lender where required, under Subcontractor's Commercial General Liability policy, Automobile liability policy, Product/Completed Operations Coverage and the Umbrella/Excess Insurance. The additional insured coverage is to be provided by ISO form CG 20100704, or CG20370704, or equivalent forms, a copy of which will be provided with the certificate of insurance. All such policies shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs afforded to the indemnities and/or additional insured's identified within this agreement.

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

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

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

Contract Number: 7s

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

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

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

12.3. The Contractor shall promptly, upon request of the Subcontractor, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Subcontract.

12.4. **Performance Bond and Payment Bond:**

Bond Not Required for the payment and performance bonds. All bonds must be in the AIA312 format or equal. Cost of bond is on bonding company's invoice at standard rates. **Subcontractor must include the names of the Owner and Lender on all bonds as a dual obligee. Subcontractor can provide this information through a dual obligee rider. Two original copies of all bonds are required and should be forwarded to the Corporate Office located at 991 Corporate Boulevard, Linthicum, MD 21090.**

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

13. **SETTLEMENT OF DISPUTES.**

13.1. In the event of any dispute involving the Work performed or to be performed, Contractor shall issue a decision which shall be followed by Subcontractor, without interruption, deficiency, or delay. If Subcontractor does not agree with such decision, Subcontractor may make a claim under Section 7.3. and the matter shall be resolved as set forth in Article 13.2. or 13.3. as applicable. If the Subcontractor prevails, Subcontractor's sole remedy shall be an equitable adjustment determined as provided in Section 13.2. or 13.3. as applicable. In addition to notice required by Article 9 or the Subcontract Documents, notification of any claim for the equitable adjustment must be asserted in writing not later than ten (10) days after Subcontractor's knowledge of the claim, and if Section 13.2. is applicable, within sufficient time to allow Contractor to give notice to the Owner under the Subcontract Documents.

13.2. In case of any dispute between Contractor and Subcontractor, in any way relating to or arising from any act or omission of the Owner or involving the Subcontract Documents, Subcontractor agrees to be bound to Contractor to the same extent that Contractor is bound to the Owner, by the terms of the Subcontract Documents, and by any and all preliminary and final decisions or determinations made thereunder by the party, board or court so authorized in the Subcontract Documents or by law, whether or not Subcontractor is a party to such proceedings. In case of such dispute, Subcontractor will comply with all provisions of the Subcontract Documents allowing a reasonable time for Contractor to analyze and forward to the Owner any required communications or documentation. Contractor will, at its option, (1) present to the Owner, in Contractor's name, or (2) authorize Subcontractor to present to the Owner, in Contractor's name, all of Subcontractor's claims and answer the Owner's claims involving Subcontractor's Work, whenever Contractor is permitted to do so by the terms of the Subcontract Documents. Contractor will further invoke on behalf of Subcontractor, or allow Subcontractor to invoke, those provisions in the Subcontract Documents for determining disputes. If such dispute is prosecuted or defended by Contractor, Subcontractor, at its own expense, agrees to furnish all documents, statements, witnesses, and other information required by Contractor and to pay or reimburse Contractor for all costs incurred by Contractor in connection with the dispute including attorneys' fees and court costs.

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

14. **MISCELLANEOUS PROVISIONS.**

Contract Number: 7s

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

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

14.3. PRIVACY. Until Subcontractor's obligations under this Subcontract are completely fulfilled, Subcontractor agrees not to perform any Work directly for the Owner or deal directly with the Owner's representatives in connection with the Project, unless otherwise directed in writing by Contractor. All Work for this Project performed by Subcontractor shall be processed and handled exclusively by Contractor.

14.4. VEHICLES. All vehicles are to be operated in accordance with the traffic and parking rules and regulations of the Operator and the Contractor. Violation of these rules may result in the vehicle being towed at the owner's expense, and the vehicle and operator being banned from the site. All workers authorized to park within the site must obtain parking passes from the Contractor's office and must display the parking passes whenever the vehicle is on the site. Subcontractor's employees, agents and sub-subcontractors may park vehicles only in areas on or off-site as designated for parking by Owner or Contractor.

14.5. RESIDENTS OF RETIREMENT COMMUNITY. The safety and protection of the residents of the Project is of paramount importance to the Contractor. Subcontractor, its workers, suppliers, and sub-subcontractors must adhere to all traffic regulations, noise restrictions, and other safety standards established by the Contractor and the Operator. Residents of the Project must be treated with courtesy and respect at all times. In the event that the buildings are occupied while the Subcontractor is performing work on the Project, all courtesy is to be extended to the residents and precautions taken to avoid any disruption or inconvenience during this usage.

14.6. SIGNS. No signs may be placed on any portion of the site and/or building without written permission of Owner.

14.7. COMMUNICATIONS. It is agreed and understood that all communications by or through Subcontractor to the Architect, Engineer, Owner, Developer or any representative thereof shall be made through Contractor.

14.8. EXAMINATION OF PRIOR WORK. Subcontractor shall carefully examine the work of others which may affect the Work and shall notify Contractor in writing, completely detailing and supporting any apparent deficiencies therein before performing the Work; otherwise, such other Work shall be deemed acceptable to Subcontractor and Subcontractor shall be deemed to have waived all claims with respect thereto.

14.9. INVALIDITY. If any provision of the Subcontract is found to be invalid, unenforceable or unlawful, such provision shall be enforced in such manner as shall most nearly affect the intent of the parties and yet conform to the law applicable thereto and the remainder of the Subcontract Documents shall remain in full force and effect.

14.10. NOTICES. Except as stated in Section 10.1 of this Agreement, all notices, requests, approvals and other communications required or permitted to be delivered under the Subcontract must be in writing and shall be effective upon: (a) the date of delivery if hand-delivered to the other party or forwarded by facsimile to a number provided and authorized for delivery of notices by the receiving party; (b) the date of transmission if sent by telegram; (c) the date after mailing if sent by overnight commercial carrier; or (d) three (3) business days after mailing if sent by U.S. mail. Except for the use of facsimiles, if permitted, all notices must be sent to the addresses listed in the introductory paragraph of this Agreement, or to such other address as may be expressly designated in writing by either party as the correct address for notices, requests, approvals and other communications.

14.11. INDEPENDENT CONTRACTOR. Subcontractor is an independent contractor and hereby assumes all of the rights, duties, obligations and liabilities thereby arising.

14.12. WAIVER. Any failure by Contractor at any time or from time to time to enforce or require the strict performance of any of the terms or conditions hereof shall not affect or impair Contractor's right to at any time thereafter avail itself of the remedies available for the subsequent breach of such terms or conditions.

14.13. GOVERNING LAW. The Subcontract shall be governed by the law of the State in which the Project is located. No presumption shall be deemed to exist in favor of or against either party as a result of the preparation and/or negotiation of the Subcontract.

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

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

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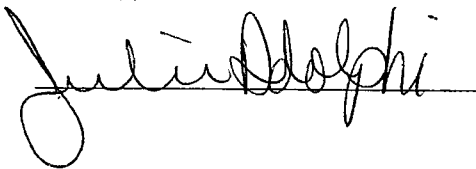
14.15. CONTRACTOR AND SUBCONTRACTOR PAYMENT ACT. Duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available at law or in equity.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

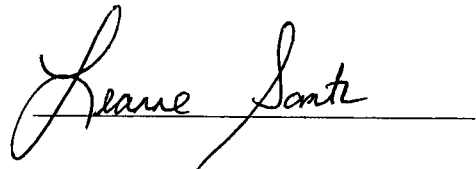
14.16. EXHIBITS. The following exhibits are attached hereto:

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

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

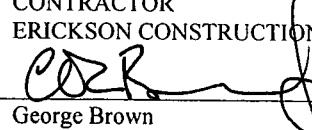
WITNESS:





CONTRACTOR
ERICKSON CONSTRUCTION, LLC


By:


George Brown
Vice President

Dated: 10-09-08

SUBCONTRACTOR

By:


East Coast Siding, Inc.
~~Martin Catterton~~ YEHM Y. MOON, PRESIDENT

Dated: 9/26/08

EXHIBIT "A" **Drawings and Specifications** **ILB 1.5**

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

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

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

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

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

Sub: Eastcoast Siding, Inc.
Cost Code: 557RB15-48400-074600

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

EXHIBIT "B"
SCOPE OF WORK
Siding

This subcontractor shall furnish and install all materials; labor, tools, and equipment to complete the aluminum trim and cement board work for Ashby Ponds Independent Living Building 1.5 in accordance with the contract documents prepared by Marks, Thomas Architects, dated January 17, 2008. The above work for this subcontractor is in accordance with the contract documents, in general and the work of Division 07 – Thermal and Moisture Protection, in particular.

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

A. Quality Assurance:

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

B. Cleaning:

1. The Subcontractor shall maintain sufficient labor onsite to keep their work areas clean and orderly on a daily basis, so as to allow other trades access and to maintain a safe working environment.

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

C. Safety:

1. This Subcontractor is to provide adequate and proper safety protection for its personnel and equipment and shall strictly comply with all rules and regulations of the Federal Occupational Safety and Health Act, all other applicable health and safety laws and regulations, and of the Erickson Construction Safety Program. Hard hats, thick soled shoes (not sneakers), full length pants and shirts are to be worn by all personnel employed on the job by this Subcontractor at all times. Payments may be withheld in the form of fines for violations. Accidents to personnel of this Subcontractor, no matter how minor, will be promptly reported in detail to the Project Superintendent and/or Site Safety Officer within twenty four (24) hours of the incident. Photographs must be taken by the Subcontractor of the accident location and copies of those and all applicable hospital reports must be submitted. Fines levied by Erickson Construction, LLC. Due to the acts of this Subcontractor for failure to comply with the safety regulations and requirements of OSHA and all other applicable health and safety laws and regulations, will be paid by this Subcontractor or deducted from its Subcontract amount as described elsewhere in the Subcontract. This Subcontractor and its Sub-Subcontractors will be required to provide a copy of its Safety Program to the Project superintendent prior to commencing work at the project site. This program will include a listing, with names and phone numbers, of no less than three persons who will be designated competent persons for the duration of subcontractors work. No cost extras or time extensions will be recognized for failure to meet the requirement.
2. The Subcontractor is responsible for the safe stocking of materials to ensure that structural components of the facility being constructed are not overloaded. Subcontractor is responsible for any damage caused by improper stacking.
3. The Contractor shall provide general lighting and temporary power and wiring throughout the structure. Subcontractor shall provide specific task lighting and cords required to complete their work. All cords and lighting to be in accordance with OSHA standards.
4. The Subcontractor shall furnish trained and certified lift operators for all lift work. Lift includes, but is not limited to, forklifts, boom lifts, scissor lifts, cranes and mechanical hoists.
5. Subcontractor is to provide and use all required OSHA fall protection.

D. Close Out Documentation:

1. Subcontractor to furnish all warranty and certification inspections for receipt of warranties and certifications prior to owner acceptance.

2. Final payment will not be processed until all applicable close-out documents and materials are received.
3. Subcontractor shall furnish three (3) copies of closeout documentation for submission to the Owner/Architect for approval. Upon approval by the Owner/Architect, the Subcontractor shall furnish three (3) corrected copies of close-out documents to the Contractor for inclusion in the Master O&M to the Owner.
4. Subcontractor agrees to submit all O & M Manuals and Record documents no later than 45 days prior to substantial completion.

E. General Requirements:

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

F. Siding, Fiber Cement Plank/Panel/Trim and Aluminum Package Specific Issues:

1. Furnish and install Fiber Cement Plank/Panel/Trim and moulding and accessories in accordance with the contract documents.
2. Complete all necessary work required by the contract documents, local governing authorities, and prevailing local building codes.
3. The siding installers must check the building prior to the installation of siding for defects that may affect the appearance of the finished siding.
4. The subcontractor shall install as part of panels weather-resistive barrier according to manufacturer's written instructions before installation of the siding.
5. The subcontractor shall repair any punctures or tears in the weather-resistive barrier prior to the installation of the siding.
6. The subcontractor shall store and protect in accordance with manufacturer's recommendations.
7. Furnish and Install Flashing within the cement fiber board system (including window and sill flashing).
8. Warranty required for a complete water tight system in accordance with manufacturer's recommendations.
9. Caulk cement siding/panels to masonry transition joints in accordance with the contract documents
10. Furnish and Install all prefinished 0.032 aluminum flashing and cladding at all wood fascia and wood trim in accordance with the contract documents.
11. Furnish and Install prefinished triple 3 1/3" invisivent soffit in selected color in accordance with contract drawings.
12. Furnish and install all aluminum guttering and down spouts (tie down spouts into rain leaders with boots) in color selected from manufacturer's standard selections in accordance with the contract document. Gutters are to be overlapped and sealed to prevent any leakage resulting from expansion and contraction.

END OF SECTION

EXHIBIT "C"
Schedule of Values

HardiFreize	\$1,807.00
Hardi Panel	\$10,708.00
Hardisiding Package	\$26,497.00
Wrap Balcony Beams & Skirt	\$5,132.00
Balcony Ceiling	\$2,547.00
Lift Equipment	\$5,327.00
Wrap Columns	\$3,098.00
North Elevation Total	\$55,116.00
HardiFreize	\$1,807.00
Hardi Panel	\$10,708.00
Hardisiding Package	\$26,497.00
Wrap Balcony Beams & Skirt	\$5,132.00
Balcony Ceiling	\$2,547.00
Lift Equipment	\$5,327.00
Wrap Columns	\$3,098.00
East Elevation Total	\$55,116.00
HardiFreize	\$5,012.00
Hardi Panel	\$7,802.00
Hardisiding Package	\$39,497.00
Wrap Balcony Beams & Skirt	\$12,665.00
Balcony Ceiling	\$8,051.00
Lift Equipment	\$11,378.00
Wrap Columns	\$10,479.00
South Elevation Total	\$94,884.00
HardiFreize	\$5,012.00
Hardi Panel	\$7,802.00
Hardisiding Package	\$39,497.00
Wrap Balcony Beams & Skirt	\$12,665.00
Balcony Ceiling	\$8,051.00
Lift Equipment	\$11,378.00
Wrap Columns	\$10,479.00
West Elevation Total	\$94,884.00
Total Contract Amount	\$300,00.00

Alternates

Unit Price

END OF SECTION

Exhibit "D.1"
Instructions for "Exhibit D"

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

ERICKSON CONSTRUCTION, L.L.C.
21065 Cardinal Pond Terrace
Ashburn, Va, 20147

ATTN: Project Manager, Michael Sights

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

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

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

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

ERICKSON CONSTRUCTION, LLC.
Corporate Office
991 Corporate Blvd.
Linthicum, Maryland 21090
Attn: Contract Administrator

EXHIBIT E – PARTIAL RELEASE OF LIENS

The attached Partial Release of Liens (Exhibit E) form must be fully completed, properly executed by a authorized Corporate Officer or Owner/Proprietor with Original Signatures, Notarized, and **must be in our office at the above address no later than the last day of the month.**

If your Partial Release of Liens (Exhibit E) is not fully executed and received on a timely basis, ie. no later than the last day of the month, previous payment not covered by a current waiver of lien will be deducted from your expected payment.

EXHIBIT F – FINAL RELEASE OF LIENS

The attached Final Release of Liens (Exhibit F) form must be fully completed, properly executed by a authorized Corporate Officers or Owner/Proprietary with original signatures, Notarized, and **must be in our office at the above address no later than the last day of the month or at issuance of Final Payment.**

NO FINAL PAYMENTS WILL BE ISSUED UNTIL FINAL RELEASE OF LIENS IS IN HAND.

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

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

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

The UNDERSIGNED being duly sworn states that he is the _____ (title)
of _____ (firm) who has a contract with _____
for furnishing _____ for the improvements being erected on real
estate known and identified as Ashby Ponds Independent Living Building 1.5 located in

County, State of _____ and owned by _____.

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

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

Signed this _____ day of _____, 20 ____.

	_____ Contractor/Supplier/Subcontractor
By:	_____ (Title)

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

My Commission Expires:

Notary Public


 Sub: ym

EXHIBIT "G1"
Instructions for Exhibit "G"

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

EXHIBIT G – VENDOR/TIER SUBCONTRACTOR LIST

The attached Vendor/Tier Subcontractor List (Exhibit G) from must be fully completed, properly executed by authorized Corporate Officer or Owner/Proprietor with Original Signatures, Notarized and must be in our office at the above address no later than the 20th day of the month.

If you Vendor/Tier Subcontractor list (Exhibit G) is not fully executed and received on a timely basis, i.e. no later that the 20th day of the month, previous payment not covered by a current waiver of lien will be deducted from your expected payment.


EC:  Sub: Ym

EXHIBIT "H" Schedule B INSURANCE

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

TYPE OF COVERAGE	AMOUNT OF COVERAGE (LIMITS)
<u>AD.1 Worker's Compensation</u> <u>Employer's Liability</u>	Statutory Limits (set by states) Bodily Injury by Accident = \$100,000. Ea. Accident Bodily Injury by Disease = \$500,000. Policy Limit Bodily Injury by Disease = \$100,000. Ea. Employee
<u>AD.2 Commercial General Liability</u> : written on ISO occurrence form and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). <u>The policy must not be limited by Residential construction exclusions that are applicable to the work performed under this agreement.</u>	<u>Occurrence Form, minimum required limits:</u> General Aggregate Limit (other than Products/Completed Operations): \$1,000,000. Products/Completed Operations Aggregate Limit: \$1,000,000. Each Occurrence Limit: \$1,000,000. Personal Injury & Advertising Injury Limit: \$1,000,000. Contractual Liability: \$1,000,000.
<u>AD.3 Business Auto Liability</u> : covering any automobile, including hired and non-owned auto's	Minimum required limits: Bodily Injury Each Person: \$1,000,000. Bodily Injury Each Accident: \$1,000,000. Property Damage Each Accident: \$1,000,000. Or, \$1,000,000. combined bodily injury and property damage each accident limit for all of the above
<u>AD.4 Commercial Umbrella Insurance Policy</u> : or Excess Liability coverage applicable to Employers Liability, General Liability, and Automobile Liability and meeting at least the same coverage requirements under each as stated above.	<u>Occurrence Form, minimum required limits:</u> \$4,000,000. each occurrence \$4,000,000. aggregate
<u>AD.5 Property Insurance</u> : covering all personal property including rented, leased or borrowed tools and equipment brought on site by Subcontractor. Subcontractor hereby waives all right of recovery against Contractor, its parent company, Owner, and Operator for loss or damage to such property however caused.	Replacement Cost or Actual Cash Value

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

EXHIBIT "G"

Vendor/Tier Subcontractor List

Please identify below on the spaces provided the names of all tier subcontractors and/or vendors who will supply materials and/or services whose value will exceed \$1,000.00 to the referenced project, the contact person, addresses and telephone numbers for each.

Company Name ABC Supply - Jerry Grombol
Contact 411 Washington Blvd, Baltimore, MD 21227
Address 410-247-2224
Telephone 410-247-5476
Fax

Company Name
Contact
Address
Telephone
Fax

Company Name
Contact
Address
Telephone
Fax

Company Name
Contact
Address
Telephone
Fax

Company Name
Contact
Address
Telephone
Fax

Company Name
Contact
Address
Telephone
Fax

Company Name
Contact
Address
Telephone
Fax

Company Name
Contact
Address
Telephone
Fax

Company Name
Contact
Address
Telephone
Fax

Sub: ym

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

STATE OF:

COUNTY OF:

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

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

The UNDERSIGNED being duly sworn states that he is the _____ (title)
of _____ (firm) who has a contract with _____
for furnishing _____ for the improvements being erected on
real estate known and identified as Ashby Ponds Independent Living Building 1.5 located in _____
County, State of _____ and owned by _____.

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

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

Signed this _____ Day of _____, 20____

By: _____ Contractor/Supplier/Subcontractor

Signature & Title (Must be an Officer)

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

My Commission Expires: _____

Notary Public Signature



AIA Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: ERICKSON RETIREMENT COMMUNITIES PROJECT 512RB22-48400-077000
115 BRINTON LAKE ROAD
GLEN MILLS, PA 19342

APPLICATION NO:

PERIOD TO: 6/1/2009

Distribution to:

- OWNER ☐ ARCHITECT ☐
CONTRACTOR ☐ FIELD ☐
OTHER ☐

CONTRACT FOR:

ERICKSON CONSTRUCTION LLC

CONTRACT DATES: 2/27/2008

PROJECT NOS:

VIA ARCHITECT:

FROM CONTRACTOR:

Eastcoast Siding, Inc.
9693-K Gerwig Lane
Columbia, MD 21046

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 76,665.00

2. Net change by Change Orders \$ 400.00

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 77,065.00

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 77,065.00

5. RETAINAGE:

\$ 0.00 % of Completed Work

(Column D + E on G703)

\$ 0.00 % of Stored Material

(Column F on G703)

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 7,706.50

6. TOTAL EARNED LESS RETAINAGE \$ 69,358.50

(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 68,998.50

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 360.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$ 7,706.50

CHANGE ORDER SUMMARY:

Total changes approved in previous months by Owner \$ 400.00

Total approved this Month \$ 0.00

TOTALS \$ 400.00

NET CHANGES by Change Order \$ 400.00

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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counsel, copyright@aia.org.

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

CONTRACTOR: Eastcoast Siding, Inc.

By:

State: MD

County of: Anne Arundel

Subscribed and sworn to before

me this 11 day of June

Notary Public:

My Commission expires: Dec. 11, 2012



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____

Date: _____

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

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APPLICATION NO. 2.

APPLICATION DATE: 6/11/2009

APPLICATION DATE: 6/11/2009

PERIOD TO:

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

CAUTION: YOU SHOULD SIGN AN ORIGINAL AIA CONTRACT DOCUMENT. This AIA® Document G703™ – 1992. Copyright © 1993, 1995, 1966, 1967, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

EXHIBIT "D"
APPLICATION AND CERTIFICATE FOR PAYMENT

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

DATE: 6/12/09

FROM: Eastcoast Exteriors

PROJECT: 512RB22
JOB: Residential Building 2.2
APPLICANT NO.: 3
PERIOD TO: 6/30/09

1. Original Contract Amount	\$ <u>76,665.-</u>
2. Change Orders Issued to Date (Thru C.O. # <u> </u>)	\$ <u>400.-</u>
3. Contract Sum to Date (Line 1+2)	\$ <u>77,065.-</u>
4. Total Completed & Stored to Date	\$ <u>77,065.-</u>
5. Less Retainage (<u> </u> %)	\$ <u>7,706.50</u>
6. Total Earned to Date Less Retainage (Line 4-5)	\$ <u>69,358.50</u>
7. Less Previous Requisitions	\$ <u>68,998.50</u>
8. Payment Due This Period (Line 6-7)	\$ <u>360.-</u>

SUBCONTRACTORS AFFIDAVIT & RELEASE OF LIEN:

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

CONTRACTOR: By: [Signature] Date: 6/11/09
(Officer, General Partner, or Owner)

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

NOTES:

TO BE COMPLETED BY PROJECT MANAGER

RETAINAGE RELEASE	\$ <u> </u>
PROGRESS BILLING	\$ <u> </u>
RETAINAGE HELD	\$ <u> </u>
TOTAL AMOUNT DUE	\$ <u> </u>
PROJECT NUMBER	<u>512RB22</u>
COST CODE #	<u>48400-077000</u>
APPROVED BY	<u> </u>
APPROVED DATE	<u> </u>

FINAL PAYMENT	
PUNCH LIST COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO
WARRANTY COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO
ATTIC STOCK DELIVERED	<input type="checkbox"/> YES <input type="checkbox"/> NO
O&M (CLOSEOUT BOOK -DEL)	<input type="checkbox"/> YES <input type="checkbox"/> NO
CHANGE ORDERS COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO

FOR ACCOUNTING USE ONLY	
DATE RECEIVED	<u> </u>
REVIEWED BY	<u> </u>

EXHIBIT "G"

Vendor/Tier Subcontractor List

Please identify below on the spaces provided the names of all tier subcontractors and/or vendors who will supply materials and/or services whose value will exceed \$1,000.00 to the referenced project, the contact person, addresses and telephone numbers for each.

Company Name ABC Supply Inc.
Contact Jerry Geronzi
Address 4111 Washington Blvd, Baltimore, MD 21227
Telephone 410-247-2424
Fax 410-247-5476

Company Name _____
Contact _____
Address _____
Telephone _____
Fax _____

Company Name _____
Contact _____
Address _____
Telephone _____
Fax _____

Company Name _____
Contact _____
Address _____
Telephone _____
Fax _____

Company Name _____
Contact _____
Address _____
Telephone _____
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Company Name _____
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Address _____
Telephone _____
Fax _____

Company Name _____
Contact _____
Address _____
Telephone _____
Fax _____

Company Name _____
Contact _____
Address _____
Telephone _____
Fax _____

Company Name _____
Contact _____
Address _____
Telephone _____
Fax _____

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

STATE OF:

COUNTY OF:

Original Contract Amount: \$ 76,665.-
Approved Change Orders: \$ 400.-
Adjusted Contract Amount \$ 77,065.-
Completed to Date: \$ 77,065.-
Retention: \$ 7,706.50
Total Earned (Less Retention): \$ 69,358.50
Previous Payments: \$ 68,998.50
Current Payment: \$ 360.-
Contract Balance: \$ 7706.50

TO: CHICAGO TITLE INSURANCE COMPANY

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

The UNDERSIGNED being duly sworn states that he is the Owner/President (title)
of Eastcoast Siding, Inc. (firm) who has a contract with Erickson Construction, LLC
for furnishing alum, soffit, gutters & downspouts for the improvements being erected on
real estate known and identified as Maris Grove Residential Building 2.2 located in Glen Mills.
County, State of PA and owned by Concord Campus, LLC

The UNDERSIGNED, for and in consideration of the sum of three hundred sixty ^{09/1100}
(\$ 360.-) in payment of invoice or application dated 6/11/09 and other good and
valuable consideration, the receipt of which is hereby acknowledged, does hereby waive and release any and all liens or
claims of right of lien on the aforementioned property and improvements thereon, and on monies or other consideration due or
to become due on account of labor or services, materials, fixtures or apparatus heretofore furnished, prior to
6/30/09, 20 09, except for the retention stated above.

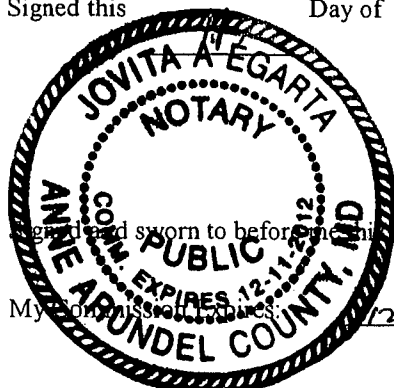
The UNDERSIGNED, respectfully warrants that the contract status set forth above is an accurate statement, and no
other sums are claimed, that all laborers, subcontractors, and suppliers employed by him have been paid all sums previously
due and all current sums due out of this payment and that none of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

Signed this _____ Day of _____

JUNE 20 09 Eastcoast Siding, Inc.
Contractor/Supplier/Subcontractor

By:

[Signature] President
Signature & Title (Must be an Officer)
YUM moon



11 Day of JUNE 20 09
Notary Public Signature

EC: [Signature] Sub: Yum



Application and Certificate for Payment

TO OWNERS: BRICKSON RETIREMENT COMMUNITIES PROJECTS 12RB22-48400-077000
115 BRINTON LAKE ROAD
GLEN MILLS, PA 19342

FROM CONTRACTOR:
Fastcoast Siding, Inc.
9693-K Gerwig Lane
Columbia, MD 21046

VIA ARCHITECT:

APPLICATION NO:
PERIOD: 06/11/2009

CONTRACT FOR:
ERICKSON CONSTRUCTION LLC
CONTRACT DATE: 2/27/2008

PROJECT NOS:

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐ FIELD
☐ OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$ 76,665.00
2. Net change by Change Orders	\$ 400.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 77,065.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 77,065.00

5. RETAINAGE:

100% % of Completed Work (Column D + E on G703)	\$ 0.00
100% % of Stored Material (Column F on G703)	\$ 0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE	\$ 77,065.00
(Line 4 Less Line 5 Total)	

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 69,358.50
(Line 6 from prior Certificate)	

8. CURRENT PAYMENT DUE	\$ 7,706.50
------------------------	-------------

9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 0.00
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 400.00	\$ 0.00
Total approved this Month	\$ 0.00	\$ 0.00
TOTALS	\$ 400.00	\$ 0.00
NET CHANGES by Change Order	\$ 400.00	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G702™ - 1992. Copyright © 1953, 1963, 1965, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

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

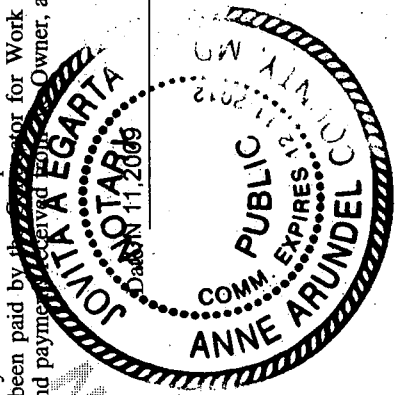
CONTRACTOR: Fastcoast Siding, Inc.

By: MD
State

County of: Anne Arundel

Subscribed and sworn to before me this 11 day of JUNE

Notary Public: [Signature]
My Commission expires: Dec. 11, 2012



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

Date:

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

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

EXHIBIT "D"
APPLICATION AND CERTIFICATE FOR PAYMENT

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

DATE: 6/11/09
PROJECT: 512RB22
JOB: Residential Building 2.2
APPLICANT NO.: 3
PERIOD TO: 6/30/09

FROM: Eastcoast Exteriors

1. Original Contract Amount	\$ 76,665.00
2. Change Orders Issued to Date (Thru C.O. #)	\$ 400. -
3. Contract Sum to Date (Line 1+2)	\$ 77,065. -
4. Total Completed & Stored to Date	\$ 77,065. -
5. Less Retainage (%)	\$ 0
6. Total Earned to Date Less Retainage (Line 4-5)	\$ 77,065. -
7. Less Previous Requisitions	\$ 69,358.50
8. Payment Due This Period (Line 6-7)	\$ 7,706.50

SUBCONTRACTORS AFFIDAVIT & RELEASE OF LIEN:

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

CONTRACTOR: By: [Signature] **Date:** 6/11/09
(Officer, General Partner, or Owner)

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

NOTES:

TO BE COMPLETED BY PROJECT MANAGER

RETAINAGE RELEASE	\$
PROGRESS BILLING	\$
RETAINAGE HELD	\$
TOTAL AMOUNT DUE	\$
PROJECT NUMBER	512RB22
COST CODE #	48400-077000
APPROVED BY	
APPROVED DATE	

FINAL PAYMENT	
PUNCH LIST COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO
WARRANTY COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO
ATTIC STOCK DELIVERED	<input type="checkbox"/> YES <input type="checkbox"/> NO
O&M (CLOSEOUT BOOK -DEL)	<input type="checkbox"/> YES <input type="checkbox"/> NO
CHANGE ORDERS COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO

FOR ACCOUNTING USE ONLY	
DATE RECEIVED	
REVIEWED BY	

[Signature]
EC Sub: ym

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

STATE OF:	)	Original Contract Amount:	\$ <u>76,665.00</u>
	) S.S.	Approved Change Orders:	\$ <u>400.00</u>
COUNTY OF:	)	Adjusted Contract Amount:	\$ <u>77,065.00</u>
		Completed to Date:	\$ <u>77,065.00</u>
		Retention:	\$ <u>0.00</u>
		Total Earned (Less Retention):	\$ <u>77,065.00</u>
		Previous Payments:	\$ <u>69,358.50</u>
		Current Payment:	\$ <u>7,706.50</u>
		Contract Balance:	\$ <u>0.00</u>

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

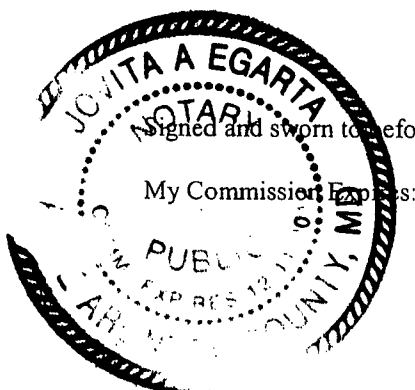
The UNDERSIGNED being duly sworn states that he is the Owner / President (title)
of Eastcoast Siding, Inc. (firm) who has a contract with Brickson Construction LLC
for furnishing alum, spffit, gutters & downspouts for the improvements being erected on real
estate known and identified as Maris Grove Residential Building 2.2 located in Glen Mills PA
County, State of PA and owned by Concord Campus, LLC.

The UNDERSIGNED, for and in consideration of the sum of Seven thousand seven hundred
(\$ 7,706.50) in payment of invoice or application dated 6/11/09 and other good and
valuable consideration, the receipt of which is hereby acknowledged, does hereby waive and release any and all liens or
claims of right of lien on the aforementioned property and improvements thereon, and on monies or other consideration due or
to become due on account of labor or services, materials, fixtures or apparatus heretofore furnished, prior to
6/30, 20 09, except for the retention stated above.

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

Signed this 12 day of June, 20 09.

By: Eastcoast Siding, Inc.
John Moon
Contractor/Supplier/Subcontractor
President
(Title)



Signed and sworn to before me this 11 day of June, 20 09.

My Commission Expires: 12-11-12

[Signature]
Notary Public

Erickson Construction, LLC
Maris Grove Project
115 South Brinton Lake Road
Glen Mills, PA 19342
Ph: 484.840.2840
Fx: 484.840.2843

Erickson

construction, LLC

LETTER OF TRANSMITTAL

To:	Mr. Yeum Moon Eastcoast Exteriors 9693-K Gerwig Lane Columbia, MD 21046	Date:	4/29/08
		From:	Erin Ryan
		Project:	512-RB2.2
Cc:	File		
<input checked="" type="checkbox"/> Attached <input type="checkbox"/> Under Separate Cover Via: _____			
<input checked="" type="checkbox"/> Contract <input type="checkbox"/> Shop Drawing <input type="checkbox"/> Specifications <input type="checkbox"/> Change Order <input type="checkbox"/> Submittal/Sample <input type="checkbox"/> Correspondence <input type="checkbox"/> Other: _____			
Qty.	Description		
1	512-RB2.2—487000—07—7000		

Remarks

Enclosed for your records is a fully executed copy of the 512-RB2.2—487000—07—700 contract.

SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR

THIS SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR (this "Agreement") is made as of 03/27/2008 by and between ERICKSON CONSTRUCTION, LLC (the "Contractor"), having an address of 703 Maiden Choice Road, Baltimore, Maryland 21228, Attn: Randy Craig; and Eastcoast Exteriors (the "Subcontractor"), having an address of 9693-K Gerwig Lane, Columbia, MD, 21046.

RECITALS

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

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

C. The Architect for the Work (as such term is defined in Section 2.1 below) is Marks, Thomas Architects (the "Architect"), having an address of 1410 Key Highway, Baltimore, MD, 21230.

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

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

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

1. THE SUBCONTRACT DOCUMENTS.

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

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

2. THE WORK OF THIS SUBCONTRACT.

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

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

- Exhibit B, Description of work, attached.
- The Work consists of Roof Specialties & Access. (Sub).

2.3. Subcontractor shall carefully examine the Subcontract Documents and shall promptly notify Contractor in writing of any deficiencies, discrepancies, ambiguities or errors before proceeding with the Work.

Contract Number: 015

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

3. CONSTRUCTION SCHEDULE.

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

Date of Commencement: 03/03/2008

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

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

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

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

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

3.3. SUBSTANTIAL COMPLETION.

3.3.1. The Project shall be substantially completed not later than 05/04/2009, ("Substantial Completion") subject to adjustments as provided in the Subcontract Documents (see Exhibit B attached hereto for details). Subcontractor must complete its Work on the Project in the necessary time sequence to assure that the Project, including the Work and the work of Contractor and all other subcontractor's on the Project, is substantially completed by the date listed above in this Section 3.3.1.

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

4. SUBCONTRACT SUM.

4.1. SUBCONTRACT SUM. The Contractor shall pay the Subcontractor in current funds for performance of the Subcontract the Subcontract Sum of seventy-six thousand six hundred sixty-five Dollars and zero Cents (\$76,665.00) subject to additions and deductions as provided in the Subcontract.

4.2. ALTERNATES.

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

 X See Exhibit C attached.

 Alternates are included in Exhibit C attached:

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

Contract Number: 015

 X See Exhibit C attached.

 Reserved Alternates are defined in Exhibit C attached:

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

 X See Exhibit C attached.

 Unit Prices are detailed in Exhibit C attached:

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

 X Estimated Cost of Work is not attached hereto.

5. CONTRACTOR.

5.1. SERVICES PROVIDED BY THE CONTRACTOR.

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

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

6. SUBCONTRACTOR.

6.1. LICENSE. The Subcontractor represents to Contractor that Subcontractor is duly licensed to perform the Work in the jurisdiction where the Project is located. Subcontractor represents that Subcontractor's License Number is 123925, Registration Number 91692, and Sales or Tax Registration Number is 52-2181728, and that all such licenses and registrations shall be maintained in full force and effect throughout the term of Subcontractor's obligations under the Subcontract, including any warranty obligations.

6.2. EXECUTION AND PROGRESS OF THE WORK.

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

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

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

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

Contract Number: 015

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

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

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

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

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

6.3. LAWS, PERMITS, FEES AND NOTICES.

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

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

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

6.4. SAFETY PRECAUTIONS AND PROCEDURES.

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

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and Safety Program of Contractor. Subcontractor's employees and sub-subcontractors on the site shall obey the directives of Contractor's Project Manager, Superintendent and Safety Director. All of Subcontractor's employees, agents and contractors must attend the safety

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

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

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

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

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

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

7. CHANGES IN THE WORK.

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

- (a) By written change order signed by Contractor and Subcontractor prior to commencement specifying the changes to be made and the increase or decrease in the Subcontract Sum and extension of time, if any; or
- (b) By written direction to Subcontractor to proceed with changes in the Work, specifying the changes to be made and specifically stating that an equitable adjustment in the Subcontract Sum will be made, based on the time and materials to perform such changes; or
- (c) By written direction to Subcontractor to proceed with changes in the Work, specifying the changes to be made and specifically stating that the Subcontract Sum shall be adjusted based on actual costs of performing such changes based on time and materials, plus a fixed fee, to be set in such change order.

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7.2. OBLIGATION TO PROCEED. Subcontractor shall proceed with the changes ordered so as not to delay the Work. In the event Contractor changes the Work pursuant to 7.1(b) above, Subcontractor shall file with Contractor within seven (7) days from the

date of such order Subcontractor's written itemized estimate for the cost of performing the changes to be made. If mutual agreement on the cost is reached, Subcontractor and Contractor will execute a written change order executed by the authorized officers or designees of

Contractor and Subcontractor. If mutual agreement cannot be reached and the changes are required by Contractor, the Work shall proceed and Subcontractor shall be entitled to a reasonable adjustment in the Subcontract sum and in the time for performance of the work to the extent such adjustments are focused by the Contractor's written change order. If the extra Work or changes are required by Contractor, Subcontractor does not waive its right by proceeding under protest provided it so notifies Contractor in writing within five (5) days from submittal of the itemized estimate referred to above.

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

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

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

8.2. TERMINATION BY THE CONTRACTOR.

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

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

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

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

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

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

8.5. ASSIGNMENT OF THE SUBCONTRACT.

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

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

9. MUTUAL RIGHTS AND RESPONSIBILITIES.

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

10. PROGRESS PAYMENTS.

10.1. APPLICATIONS FOR PAYMENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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11. FINAL PAYMENT.

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

requirements of the Subcontract, Subcontractor has filed a final application for payment, the Owner has issued a Certificate for Payment covering the Subcontractor's completed Work and the Contractor has received payment from the Owner. If a Certificate for Payment is not issued within forty-five (45) days of Contractor's application for payment, or the Contractor does not receive from the Owner payment within forty-five (45) days of Contractor's application for payment, and such payment is otherwise due to Subcontractor and such failure is not due to any fault of Subcontractor, final payment to the Subcontractor shall be made upon demand.

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

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

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

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

12. INSURANCE AND BONDS.

12.1. COVERAGES.

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

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

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

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

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

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

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

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

12.3. The Contractor shall promptly, upon request of the Subcontractor, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Subcontract.

12.4. Performance Bond and Payment Bond:

Bond Not Required for the payment and performance bonds. All bonds must be in the AIA312 format or equal. Cost of bond is on bonding company's invoice at standard rates. **Subcontractor must include the name of the Owner and Lender on all bonds as a dual obligee. Subcontractor can provide this information through a dual obligee rider. Two original copies of all bonds are required and should be forwarded to the Corporate Office located at 991 Corporate Boulevard, Linthicum, MD 21090.**

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

13. SETTLEMENT OF DISPUTES.

13.1. In the event of any dispute involving the Work performed or to be performed, Contractor shall issue a decision which shall be followed by Subcontractor, without interruption, deficiency, or delay. If Subcontractor does not agree with such decision, Subcontractor may make a claim under Section 7.3. and the matter shall be resolved as set forth in Article 13.2. or 13.3. as applicable. If the Subcontractor prevails, Subcontractor's sole remedy shall be an equitable adjustment determined as provided in Section 13.2. or 13.3. as applicable. In addition to notice required by Article 9 or the Subcontract Documents, notification of any claim for the equitable adjustment must be asserted in writing not later than ten (10) days after Subcontractor's knowledge of the claim, and if Section 13.2. is applicable, within sufficient time to allow Contractor to give notice to the Owner under the Subcontract Documents.

13.2. In case of any dispute between Contractor and Subcontractor, in any way relating to or arising from any act or omission of the Owner or involving the Subcontract Documents, Subcontractor agrees to be bound to Contractor to the same extent that Contractor is bound to the Owner, by the terms of the Subcontract Documents, and by any and all preliminary and final decisions or determinations made thereunder by the party, board or court so authorized in the Subcontract Documents or by law, whether or not Subcontractor is a party to such proceedings. In case of such dispute, Subcontractor will comply with all provisions of the Subcontract Documents allowing a reasonable time for Contractor to analyze and forward to the Owner any required communications or documentation. Contractor will, at its option, (1) present to the Owner, in Contractor's name, or (2) authorize Subcontractor to present to the Owner, in Contractor's name, all of Subcontractor's claims and answer the Owner's claims involving Subcontractor's Work, whenever Contractor is permitted to do so by the terms of the Subcontract Documents. Contractor will further invoke on behalf of Subcontractor, or allow Subcontractor to invoke, those provisions in the Subcontract Documents for determining disputes. If such dispute is prosecuted or defended by Contractor, Subcontractor, at its own expense, agrees to furnish all documents, statements, witnesses, and other information required by Contractor and to pay or reimburse Contractor for all costs incurred by Contractor in connection with the dispute including attorneys' fees and court costs.

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

14. MISCELLANEOUS PROVISIONS.

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

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

14.3. PRIVACY. Until Subcontractor's obligations under this Subcontract are completely fulfilled, Subcontractor agrees not to perform any Work directly for the Owner or deal directly with the Owner's representatives in connection with the Project, unless otherwise directed in writing by Contractor. All Work for this Project performed by Subcontractor shall be processed and handled exclusively by Contractor.

14.4. VEHICLES. All vehicles are to be operated in accordance with the traffic and parking rules and regulations of the Operator and the Contractor. Violation of these rules may result in the vehicle being towed at the owner's expense, and the vehicle and operator being banned from the site. All workers authorized to park within the site must obtain parking passes from the Contractor's office and must display the parking passes whenever the vehicle is on the site. Subcontractor's employees, agents and sub-subcontractors may park vehicles only in areas on or off-site as designated for parking by Owner or Contractor.

14.5. RESIDENTS OF RETIREMENT COMMUNITY. The safety and protection of the residents of the Project is of paramount importance to the Contractor. Subcontractor, its workers, suppliers, and sub-subcontractors must adhere to all traffic regulations, noise restrictions, and other safety standards established by the Contractor and the Operator. Residents of the Project must be treated with courtesy and respect at all times. In the event that the buildings are occupied while the Subcontractor is performing work on the Project, all courtesy is to be extended to the residents and precautions taken to avoid any disruption or inconvenience during this usage.

14.6. SIGNS. No signs may be placed on any portion of the site and/or building without written permission of Owner.

14.7. COMMUNICATIONS. It is agreed and understood that all communications by or through Subcontractor to the Architect, Engineer, Owner, Developer or any representative thereof shall be made through Contractor.

14.8. EXAMINATION OF PRIOR WORK. Subcontractor shall carefully examine the work of others which may affect the Work and shall notify Contractor in writing, completely detailing and supporting any apparent deficiencies therein before performing the Work; otherwise, such other Work shall be deemed acceptable to Subcontractor and Subcontractor shall be deemed to have waived all claims with respect thereto.


14.9. INVALIDITY. If any provision of the Subcontract is found to be invalid, unenforceable or unlawful, such provision shall be enforced in such manner as shall most nearly affect the intent of the parties and yet conform to the law applicable thereto and the remainder of the Subcontract Documents shall remain in full force and effect.

14.10. NOTICES. Except as stated in Section 10.1 of this Agreement, all notices, requests, approvals and other communications required or permitted to be delivered under the Subcontract must be in writing and shall be effective upon: (a) the date of delivery if hand-delivered to the other party or forwarded by facsimile to a number provided and authorized for delivery of notices by the receiving party; (b) the date of transmission if sent by telegram; (c) the date after mailing if sent by overnight commercial carrier; or (d) three (3) business days after mailing if sent by U.S. mail. Except for the use of facsimiles, if permitted, all notices must be sent to the addresses listed in the introductory paragraph of this Agreement, or to such other address as may be expressly designated in writing by either party as the correct address for notices, requests, approvals and other communications.

14.11. INDEPENDENT CONTRACTOR. Subcontractor is an independent contractor and hereby assumes all of the rights, duties, obligations and liabilities thereby arising.

14.12. WAIVER. Any failure by Contractor at any time or from time to time to enforce or require the strict performance of any of the terms or conditions hereof shall not affect or impair Contractor's right to at any time thereafter avail itself of the remedies available for the subsequent breach of such terms or conditions.

14.13. GOVERNING LAW. The Subcontract shall be governed by the law of the State in which the Project is located. No presumption shall be deemed to exist in favor of or against either party as a result of the preparation and/or negotiation of the Subcontract.

 Sub: ym

Contract Number: 015

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

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

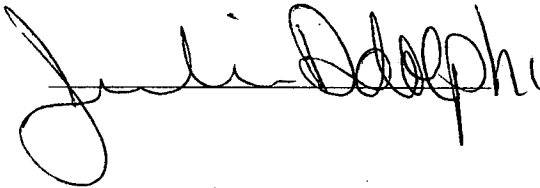
14.15. CONTRACTOR AND SUBCONTRACTOR PAYMENT ACT. Duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available at law or in equity.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

14.16. EXHIBITS. The following exhibits are attached hereto:

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

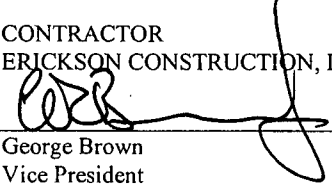
This Agreement entered into as of the day and year first written above.

WITNESS:



CONTRACTOR
ERICKSON CONSTRUCTION, LLC

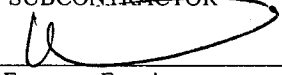
By:


George Brown
Vice President

Dated: 04-11-08

SUBCONTRACTOR

By:


Eastcoast Exteriors
Yeum Moon
President

Dated: 3/31/08

EXHIBIT "A"
CONTRACT DOCUMENTS

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

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

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

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

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

EXHIBIT "B"

SUBCONTRACTOR SCOPE OF WORK

SCOPE OF WORK

The subcontractor (East Coast Trim & Siding, Inc.) shall provide all materials, labor, equipment, tools, shop drawings, submittals, transportation, taxes, insurance, support functions, and any other items or services necessary for and reasonably incidental to the proper execution of the work, to complete the roofing sheet metal flashing and trim work for the Maris Grove Residential Building 2.2 project, including parking garage and link in accordance with the Drawings and Specifications prepared by Marks, Thomas, Architects dated November 1, 2007 in general, Specification Sections 07620 Sheet Metal Flashing and Trim, 07710 Manufactured Roof Specialties in particular, and in compliance with all applicable codes and regulations. The work shall include, but is not limited to the following:

A. General Scope of Work:

1. Work hours for all trades will only be permitted on Monday thru Friday from 7:05am to 5:00pm. All Saturday, Sunday, and work after 5:00pm must be pre-approved by Erickson Construction, LLC during the week prior to when the work is to be performed.
2. Subcontractor shall work Saturdays at no additional cost to make-up for lost days due to inclement weather, other unforeseeable conditions, or as schedule dictates (only if caused by sole negligence of this Subcontractor).
3. Complete all work in accordance with mutually agreed upon schedules provided by Erickson Construction, LLC.
4. Subcontractor must properly coordinate all field activities with the appropriate Erickson Construction, LLC Project Superintendent.
5. Authorized representatives of the subcontractor must attend weekly progress meetings held at the jobsite. Subcontractor's representatives must be familiar with the project and authorized to conclude matters relating to the work.
6. Subcontractor must provide full-time, English speaking, on-site supervision at all times during their work.
7. Subcontractor shall provide all necessary manpower and equipment to receive, unload, store-on-site, stock, lift, and hoist all materials furnished and/or installed by this Subcontractor.
8. Provide all standard and special warranties in accordance with the Contract Documents.
9. Provide all close out documentation in accordance with the Contract Specifications and O & M Manuals.
10. Subcontractor shall be responsible for the equal performance of any item proposed or provided in lieu of the specified item.

11. Subcontractor shall coordinate the location of delivery vehicles, other equipment and materials with the Erickson Construction, LLC Project Superintendent.
12. All delivery and freight costs to the jobsite are included.
13. Do not install signs, or other advertising, on fencing or buildings around the project except those specifically required for safety or traffic purposes. Any or all signs are subject to Erickson Construction LLC approval.
14. Subcontractor will review and enforce the Erickson Construction smoking policy, and will distribute a copy of this policy to all persons who work for them.
15. Subcontractor must have a valid Concord Township contractor license.
16. All applicable local, commonwealth, and federal taxes are included.
17. Arrange for, obtain, and pay for all permits, inspections, bonds, licensing, and fees required for the completion of this scope of work. Perform and provide for all tests and inspections as required by the Authorities Having Jurisdiction and the Contract Documents.
18. Subcontractor understands all construction vehicles and employees must use only the designated construction entrances and park only in designated areas. Any subcontractor owned vehicle, subcontractor employee vehicles, subcontractor equipment, subcontractor's tier subcontractors and/or suppliers exiting or entering the job site other than as stipulated above will result in a minimum fine of \$500.00 per occurrence to Subcontractor. The fine amount will be deducted from the contract between Erickson Construction LLC and Subcontractor via change order each month.
19. Erickson Construction LLC will provide designated areas for the subcontractor to keep all of its operations, storage, trailers, etc. if the site conditions allow for storage areas. No equipment, materials, trailers, etc. can be stored outside the storage area without specific permission of Erickson Construction LLC.
20. **Material Storage:** All material must be stored in an area designated by the Project Superintendent and in such a manner that does not create a safety hazard to any structure or personnel and in an area designated. Subcontractor is responsible for any damage caused by improper materials stocking. Excess material and equipment must be removed in a timely manner. Subcontractor must protect from the elements all stored materials furnished and/or installed under this agreement. Subcontractor shall replace all materials damaged from improper storage.
21. **Clean-Up:** Subcontractor is responsible for the daily cleanup and disposal of all trash generated by their activities to a dumpster provided by Erickson Construction, LLC. On a daily basis the Subcontractor must promptly remove their trash and leave the work area broom clean. The Subcontractor shall have sufficient labor on site to keep their work areas clean and orderly on a daily basis so as to allow other trades access and to maintain a safe working environment.
22. Subcontractor understands and agrees that all extra work orders or Time & Material tickets must be signed on a daily basis by an authorized representative of Erickson Construction, LLC.
23. Subcontractor shall strictly adhere to all manufacturers' written instructions. Subcontractor shall advise, in writing, immediately any discrepancies between the manufacturer's written instructions and the Contract Documents.
24. Subcontractor will provide labor for a composite clean-up crew as required by Erickson Construction LLC.

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

B. Roofing Metal Specific Scope of Work:

1. Furnish and install pre-finished vented aluminum soffit in Architect selected color.
2. Provide pre-finished aluminum flashing at all wood fascia and wood trim including aluminum over plywood above balcony doors as indicated.
3. Furnish and install all seamless aluminum gutters and downspouts where shown on the drawings and in accordance with the Contract Documents, including the following:
 - A. Downspout starters (fascia sump) with downspout starter hole.
 - B. Flow through gravel stops with perforated vertical leg.
 - C. Conductor Heads.
 - D. Splash Pans.
 - E. Downspout transition to boots (removable and covering boot).
 - F. Scuppers.
 - G. 6" high valley baffles on gutters.
 - H. Downspout strainers.
4. Subcontractor to provide all scaffolding and man lifts as required performing their work.
5. Furnish and install 6: K style seamless shaped gutters and 3"x 4" corrugated downspouts in standard shapes and sizes indicated on the contract documents with mitered and welded corners.
6. Provide all submittals, including product data, test reports, certificates, samples, reports, MSDS information, and qualification data in accordance with the Contract Documents.
7. Furnish and install all metal in size and gauge as specified in accordance with the Contract Documents.
8. Furnish and install snow guards in accordance with the Contract Documents.
9. Furnish and install bird guards on all inclined downspout runs and on top of bridge columns.

10. Furnish and install counter flashing that will be compatible with the reglet system.
11. Furnish and install all caulking necessary for a complete installation of exterior metal in accordance with the Contract Documents.
12. Furnish and install all coping with shop fabricated corners as shown on the Contract Documents.

-End of Exhibit B-

EXHIBIT "C"

SUBCONTRACTOR SCHEDULE OF VALUES

1. Subcontractor agrees to perform the Work in accordance with the terms and provisions of the Subcontract and in accordance with the Contract Documents. Subcontractor shall perform the Work as detailed and in accordance with the Subcontract Analysis for the sum of \$76,665.00.

Exhibit "D.1"
Instructions for "Exhibit D"

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

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

ATTN: Project Manager, Randy Craig

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

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

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

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

ERICKSON CONSTRUCTION, LLC.
Corporate Office
991 Corporate Blvd.
Linthicum, Maryland 21090
Attn: Contract Administrator

EXHIBIT E – PARTIAL RELEASE OF LIENS

The attached Partial Release of Liens (Exhibit E) form must be fully completed, properly executed by a authorized Corporate Officer or Owner/Proprietor with Original Signatures, Notarized, and **must be in our office at the above address no later than the last day of the month.**

If your Partial Release of Liens (Exhibit E) is not fully executed and received on a timely basis, i.e. no later than the last day of the month, previous payment not covered by a current waiver of lien will be deducted from your expected payment.

EXHIBIT F – FINAL RELEASE OF LIENS

The attached Final Release of Liens (Exhibit F) form must be fully completed, properly executed by a authorized Corporate Officers or Owner/Proprietary with original signatures, Notarized, and **must be in our office at the above address no later than the last day of the month or at issuance of Final Payment.**

NO FINAL PAYMENTS WILL BE ISSUED UNTIL FINAL RELEASE OF LIENS IS IN HAND.

EXHIBIT "G1"
Instructions for Exhibit "G"

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

EXHIBIT G – VENDOR/TEIR SUBCONTRACTOR LIST

The attached Vendor/Tier Subcontractor List (Exhibit G) from must be fully completed, properly executed by authorized Corporate Officer or Owner/Proprietor with Original Signatures, Notarized and must be in our office at the above address no later than the 20th day of the month.

If you Vendor/Tier Subcontractor list (Exhibit G) is not fully executed and received on a timely basis, i.e. no later that the 20th day of the month, previous payment not covered by a current waiver of lien will be deducted from your expected payment.

EXHIBIT "H" Schedule B INSURANCE

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

TYPE OF COVERAGE	AMOUNT OF COVERAGE (LIMITS)
<u>AD.1 Worker's Compensation</u> <u>Employer's Liability</u>	<p style="text-align: center;">Statutory Limits (set by states)</p> <p>Bodily Injury by Accident = \$100,000. Ea. Accident Bodily Injury by Disease = \$500,000. Policy Limit Bodily Injury by Disease = \$100,000. Ea. Employee</p>
<u>AD.2 Commercial General Liability:</u> written on ISO occurrence form and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). <u>The policy must not be limited by Residential construction exclusions that are applicable to the work performed under this agreement.</u>	<p style="text-align: center;"><u>Occurrence Form, minimum required limits:</u></p> <p>General Aggregate Limit (other than Products/Completed Operations): \$1,000,000. Products/Completed Operations Aggregate Limit: \$1,000,000. Each Occurrence Limit: \$1,000,000. Personal Injury & Advertising Injury Limit: \$1,000,000. Contractual Liability: \$1,000,000.</p>
<u>AD.3 Business Auto Liability:</u> covering any automobile, including hired and non-owned auto's	<p style="text-align: center;">Minimum required limits:</p> <p>Bodily Injury Each Person: \$1,000,000. Bodily Injury Each Accident: \$1,000,000. Property Damage Each Accident: \$1,000,000. Or, \$1,000,000. combined bodily injury and property damage each accident limit for all of the above</p>
<u>AD.4 Commercial Umbrella Insurance Policy:</u> or Excess Liability coverage applicable to Employers Liability, General Liability, and Automobile Liability and meeting at least the same coverage requirements under each as stated above.	<p style="text-align: center;"><u>Occurrence Form, minimum required limits:</u></p> <p>\$4,000,000. each occurrence \$4,000,000. aggregate</p>
<u>AD.5 Property Insurance:</u> covering all personal property including rented, leased or borrowed tools and equipment brought on site by Subcontractor. Subcontractor hereby waives all right of recovery against Contractor, its parent company, Owner, and Operator for loss or damage to such property however caused.	<p>Replacement Cost or Actual Cash Value</p>

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

EXHIBIT "D"
APPLICATION AND CERTIFICATE FOR PAYMENT

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

DATE: _____

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

FROM: Eastcoast Exteriors

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

SUBCONTRACTORS AFFIDAVIT & RELEASE OF LIEN:

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

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

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

NOTES:

TO BE COMPLETED BY PROJECT MANAGER

RETAINAGE RELEASE	\$ _____
PROGRESS BILLING	\$ _____
RETAINAGE HELD	\$ _____
TOTAL AMOUNT DUE	\$ _____
PROJECT NUMBER	512RB22
COST CODE #	48400-077000
APPROVED BY	_____
APPROVED DATE	_____

FINAL PAYMENT	
PUNCH LIST COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO
WARRANTY COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO
ATTIC STOCK DELIVERED	<input type="checkbox"/> YES <input type="checkbox"/> NO
O&M (CLOSEOUT BOOK -DEL)	<input type="checkbox"/> YES <input type="checkbox"/> NO
CHANGE ORDERS COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO

FOR ACCOUNTING USE ONLY	
DATE RECEIVED	_____
REVIEWED BY	_____

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

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

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

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

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

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

Signed this _____ day of _____, 20 ____.

By: _____ Contractor/Supplier/Subcontractor

(Title)

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

My Commission Expires: _____

Notary Public

EXHIBIT "G"

Vendor/Tier Subcontractor List

Please identify below on the spaces provided the names of all tier subcontractors and/or vendors who will supply materials and/or services whose value will exceed \$1,000.00 to the referenced project, the contact person, addresses and telephone numbers for each.

Company Name ABC Supply Inc.
Contact Jerry Grombal
Address 4111 Washington Blvd, Baltimore, MD 21227
Telephone 410-247-2424
Fax 410-247-5476

Company Name _____
Contact _____
Address _____
Telephone _____
Fax _____

Company Name _____
Contact _____
Address _____
Telephone _____
Fax _____

Company Name _____
Contact _____
Address _____
Telephone _____
Fax _____

Company Name _____
Contact _____
Address _____
Telephone _____
Fax _____

Company Name _____
Contact _____
Address _____
Telephone _____
Fax _____

Company Name _____
Contact _____
Address _____
Telephone _____
Fax _____

Company Name _____
Contact _____
Address _____
Telephone _____
Fax _____

Company Name _____
Contact _____
Address _____
Telephone _____
Fax _____

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

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

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

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

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

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

Signed this _____ Day of _____, 20____

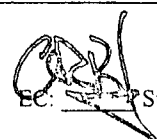
By: _____ Contractor/Supplier/Subcontractor

Signature & Title (Must be an Officer)

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

My Commission Expires: _____

Notary Public Signature

cc:  Sub: 4m



AIA Document G702™ - 1992

Application and Certificate for Payment

TO OWNER ERICKSON CONSTRUCTION LLC
27059 LINDSEY COUNTRY PARKWAY
ASHBURN, VA 20147
ATTENTION: MR ALAN JACKSON

PROJECT 557012-48400-074600
INDEPENDENT LIVING BUILDING 1.2

APPLICATION NO.

PERIOD TO 4/28/2009

Distribution to:

OWNER ☐

ARCHITECT ☐

CONTRACTOR ☐

FIELD ☐

OTHER ☐

FROM CONTRACTOR:
Eastcoast Siding, Inc.
9693-K Gerwig Lane
Columbia, MD 21046

VIA ARCHITECT:

CONTRACT FOR:

ASHBY PONDS ILB1.2

CONTRACT DATE 9/01/2007

PROJECT NOS:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	298,702.00
2. Net change by Change Orders	\$	65,506.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	364,208.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	364,208.00

5. RETAINAGE:

a. % of Completed Work (Column D + E on G703)	\$	0.00
b. % of Stored Material (Column F on G703)	\$	0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 364,208.00

(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 327,787.20

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 36,420.80

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 65,506.00	\$ 0.00
Total approved this Month	\$ 0.00	\$ 0.00
TOTALS	\$ 65,506.00	\$ 0.00
NET CHANGES by Change Order	\$ 65,506.00	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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

CONTRACTOR Eastcoast Siding, Inc.

By:

State of MD

County of: Anne Arundel

Subscribed and sworn to before

me this 28th day of April 2009

Notary Public:

My Commission expires: 11-20-2011



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

Date:

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



AIA Document G703™ - 1992

Continuation Sheet

2 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT,

containing Contractor's signed certification is attached.

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

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

APPLICATION NO: 5

APPLICATION DATE: 4/28/2009

PERIOD TO: 4/28/2009

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)						
1	fiber cement, alum trim	298,702.00	298,702.00		0.00	0.00	298,702.00	0.00	0.00
2	CO 01-tapes at vents	660.00	660.00		0.00	0.00	660.00	0.00	0.00
3	Change Order 2-addtl siding	23,980.00	23,980.00		0.00	0.00	23,980.00	0.00	0.00
4	Change order 3-Revised windows	866.00	866.00		0.00	0.00	866.00	0.00	0.00
5	CO4-Siding & Ceiling Finishes	40,000.00	40,000.00		0.00	0.00	40,000.00	0.00	0.00
		364,208.00	364,208.00		0.00	0.00	364,208.00	0.00	0.00

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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

STATE OF:

COUNTY OF:

Original Contract Amount: \$ 298,702.-
Approved Change Orders: \$ 165,500
Adjusted Contract Amount: \$ 364,208
Completed to Date: \$ 364,208
Retention: \$ 0
Total Earned (Less Retention): \$ 364,208
Previous Payments: \$ 327,787.20
Current Payment: \$ 36,420.80
Contract Balance: \$ 0

TO: CHICAGO TITLE INSURANCE COMPANY

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

The UNDERSIGNED being duly sworn states that he is the owner / President (title)
of Eastcoast Siding, Inc. (firm) who has a contract with Erickson Construction LLC
for furnishing fiber cement siding, aluminum trim for the improvements being erected on real
estate known and identified as Ashby Ponds Independent Living Building 1.2 located in
London County

County, State of VA and owned by Ashburn Campus, LLC

The UNDERSIGNED, for and in consideration of the sum of thirty six thousand four hundred
(\$ 36,420.80) in payment of invoice or application dated 4/26/09 and other good and
valuable consideration, the receipt of which is hereby acknowledged, does hereby waive and release any and all liens or
claims of right of lien on the aforementioned property and improvements thereon, and on monies or other consideration due or
to become due on account of labor or services, materials, fixtures or apparatus heretofore furnished, prior to
4/28, 20 09, except for the retention stated above.

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

Signed this 28th day of April, 20 09.

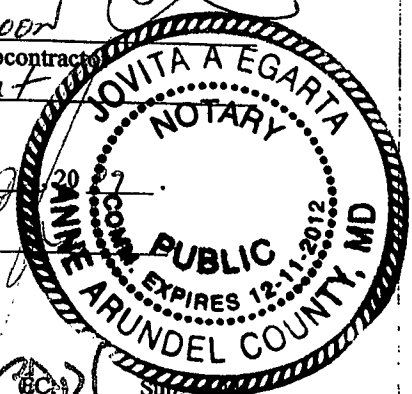
By:

YEN M MOON
Contractor/Supplier/Subcontractor
President
(Title)

Signed and sworn to before me this 28th day of April

My Commission Expires: 12-11-2012

Notary Public



**CONTRACTORS, SUBCONTRACTORS AND SUPPLIER
PARTIAL RELEASE OF LIENS**

STATE OF:	)	Original Contract Amount:	\$298,702.00
		Approved Change Orders:	\$65,506.00
	) S.S.	Adjusted Contract Amount:	\$364,208.00
		Completed to Date:	\$364,208.00
COUNTY OF:	)	Retention:	\$36,420.80
		Total Earned (Less Retention):	\$327,787.20
		Previous Payments:	\$291,787.20
		Current Payment:	\$36,000.00
		Contract Balance:	\$36,420.80

To **EASTCOAST TRIM & SIDING INC**

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

The UNDERSIGNED, being duly sworn states that he is the President (Title-officer of company) of **EASTCOAST TRIM & SIDING INC** (firm) who has a contract with **Erickson Construction, LLC** for furnishing subcontract, aluminum trim for the improvements being erected on real estate known and identified as **APL RB12** located in **Loudon County**, state of **Virginia** and owned by **Ashburn Campus, LLC**.

The UNDERSIGNED, for and in consideration of the sum of: **Thirty-Six Thousand And NO/100 Dollars** \$36,000.00 in payment of invoice or application dated **4/28/2009** and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby waive and release any and all liens or claims of right lien on the aforementioned property and improvements thereon, and on monies or other consideration due or to become due on account of labor or services, materials, fixtures, or apparatus heretofore furnished, prior to **5/31/2009** except for the retention stated above.

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

Signed this 14 day of September, 2009

By:

Eastcoast Siding Inc.
Name of Company/Contractor/Supplier/Subcontractor

Yeum Moon, President
Signature & Title (Title - MUST be an officer of the company)

Signed and sworn to before me this 14 day of September, 2009

My Commission Expires:

12-11-2012

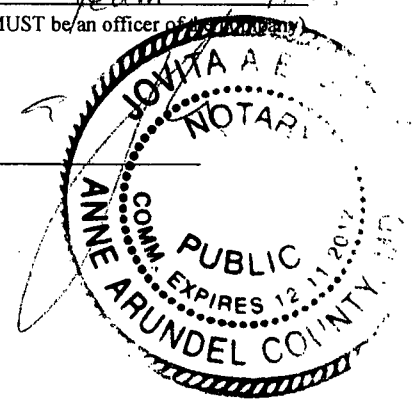
Notary Public

NOTE

Erickson Construction, LLC requires that the release of liens be signed by an officer of the company.

Please return all signed and notarized release of liens to the following address:

ERICKSON CONSTRUCTION FINANCE
701 Maiden Choice Lane
Baltimore, Maryland 21228



SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR

THIS SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR (this "Agreement") is made as of 02/20/2008 by and between ERICKSON CONSTRUCTION, LLC (the "Contractor"), having an address of 703 Maiden Choice Road, Baltimore, Maryland 21228, Attn: Alan Jackson; and Eastcoast Siding, Inc. (the "Subcontractor"), having an address of 9693-K Gerwig Lane, Columbia, MD, 21046.

RECITALS

A. The Contractor has made a contract for construction dated as of 09/01/2007 (the "Prime Contract") with Ashburn Campus, LLC (the "Owner"), having an address of 701 Maiden Choice Lane, Baltimore, Maryland 21228. A copy of the Prime Contract containing all provisions applicable to Subcontractor shall be made available to the Subcontractor, upon request, in Contractor's general offices.

B. The Prime Contract is for the provision of labor, materials and services in connection with the construction of Ashby Ponds Independent Living Building 1.2, 21059 Loudoun County Parkway, being part of a project known as Ashby Ponds, located in Ashburn, VA (the "Project").

C. The Architect for the Work (as such term is defined in Section 2.1 below) is Marks, Thomas Architects, Inc. (the "Architect"), having an address of 1410 Key Highway, Baltimore, MD, 21230.

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

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

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

1. THE SUBCONTRACT DOCUMENTS.

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

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

2. THE WORK OF THIS SUBCONTRACT.

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

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

- Exhibit B, Description of work, attached.
- The Work consists of Siding & Ceiling Finishes (Sub).

2.3. Subcontractor shall carefully examine the Subcontract Documents and shall promptly notify Contractor in writing of any deficiencies, discrepancies, ambiguities or errors before proceeding with the Work.

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

3. CONSTRUCTION SCHEDULE.

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

Date of Commencement: 10/15/2007

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

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

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

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

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

3.3. SUBSTANTIAL COMPLETION.

3.3.1. The Project shall be substantially completed not later than 10/15/2008, ("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.

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

4. SUBCONTRACT SUM.

4.1. SUBCONTRACT SUM. The Contractor shall pay the Subcontractor in current funds for performance of the Subcontract the Subcontract Sum of two hundred ninety-eight thousand seven hundred two Dollars and zero Cents (\$298,702.00) subject to additions and deductions as provided in the Subcontract.

4.2. ALTERNATES.

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

 X See Exhibit C attached.

 Alternates are included in Exhibit C attached:

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

 X See Exhibit C attached.

 Reserved Alternates are defined in Exhibit C attached:

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

 X See Exhibit C attached.

 Unit Prices are detailed in Exhibit C attached:

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

 X Estimated Cost of Work is not attached hereto.

5. CONTRACTOR.

5.1. SERVICES PROVIDED BY THE CONTRACTOR.

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

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

6. SUBCONTRACTOR.

6.1. LICENSE. The Subcontractor represents to Contractor that Subcontractor is duly licensed to perform the Work in the jurisdiction where the Project is located. Subcontractor represents that Subcontractor's License Number is BE09929, Registration Number 270506561A, and Sales or Tax Registration Number is 52-2181720, and that all such licenses and registrations shall be maintained in full force and effect throughout the term of Subcontractor's obligations under the Subcontract, including any warranty obligations.

6.2. EXECUTION AND PROGRESS OF THE WORK.

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

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

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

6.2.4. The Subcontractor shall complete all of its work in a good and workmanlike manner. The Subcontractor agrees that the Owner will have the authority to reject Work which does not conform to the Prime Contract or to the Subcontract. The

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Subcontractor shall, at Subcontractor's cost, replace or, if approved by the Owner, repair any defective work and repeat tests as necessary, at Subcontractor's cost, until all Work is proven satisfactory.

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

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

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

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

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

6.3. LAWS, PERMITS, FEES AND NOTICES.


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

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

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

6.4. SAFETY PRECAUTIONS AND PROCEDURES.

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

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

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

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

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


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

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

7. CHANGES IN THE WORK.

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

- (a) By written change order signed by Contractor and Subcontractor prior to commencement specifying the changes to be made and the increase or decrease in the Subcontract Sum and extension of time, if any; or
- (b) By written direction to Subcontractor to proceed with changes in the Work, specifying the changes to be made and specifically stating that an equitable adjustment in the Subcontract Sum will be made, based on the time and materials to perform such changes; or
- (c) By written direction to Subcontractor to proceed with changes in the Work, specifying the changes to be made and specifically stating that the Subcontract Sum shall be adjusted based on actual costs of performing such changes based on time and materials, plus a fixed fee, to be set in such change order.

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

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

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

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

8.2. TERMINATION BY THE CONTRACTOR.

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

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

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

8.4. CONTRACTOR'S ADDITIONAL REMEDIES. Subcontractor shall reimburse Contractor for any loss, damage or extra expense paid or incurred by Contractor which is due to Subcontractor's failure to supply materials, labor, or to properly perform the Work in accordance with the Subcontract Documents. Subcontractor's failure to perform shall include the failure of its lower-tier subcontractors to perform. Subcontractor's liability shall include but not be limited to (1) damages and other delay costs payable by Contractor to the Owner; (2) Contractor's increased costs of performance, such as extended overhead and increased performance costs resulting from Subcontractor-caused delays or improper Subcontractor Work; (3) warranty and rework costs; (4) liability to third parties; (5) excess procurement costs; (6) consultants' fees; and (7) attorneys' fees and court costs. Contractor may take over any of Subcontractor's outstanding sub-subcontracts and purchase orders and take possession of all tools, equipment, scaffolds, material and supplies of Subcontractor which are on the Project site, in transit to, or especially manufactured for, the Work for use in completion of the

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Project. Contractor is hereby granted a lien on all such property to secure Subcontractor's performance under this Subcontract. Subcontractor shall, upon request of Contractor, execute and deliver to Contractor all documents and take all such steps to effect the legal assignment of Subcontractor's contractual rights under such sub-subcontracts and purchase orders, but Contractor shall not be required to assume any of Subcontractor's outstanding obligations thereunder.

8.5. ASSIGNMENT OF THE SUBCONTRACT.

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

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

9. MUTUAL RIGHTS AND RESPONSIBILITIES.

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

10. PROGRESS PAYMENTS.

10.1. APPLICATIONS FOR PAYMENT.

SUBCONTRACTOR SHALL SUBMIT ALL REQUISITIONS AND APPLICATIONS FOR PAYMENT FOR PAYMENT PROCESSING TO: ERICKSON CONSTRUCTION, LLC; Alan Jackson 21059 Loudoun County Parkway, Ashburn, VA, 20147 OR TO SUCH OTHER ADDRESS AS CONTRACTOR MAY DIRECT.


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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.4. SUBSTANTIAL COMPLETION. When the Work or a designated portion thereof is substantially complete in accordance with the requirements of the Prime Contract, the Contractor shall, upon application by the Subcontractor, make prompt application for payment for such Work. Within thirty (30) days following issuance by the Owner of the Certificate for Payment covering such substantially completed Work, the Contractor shall, to the full extent allowed in the Prime Contract, make payment to the Subcontractor, deducting any portion of the funds for the Work withheld in accordance with the Certificate of Payment to cover costs of items to be completed or corrected by the Subcontractor. Such payment to the Subcontractor shall be the entire unpaid balance of the

Subcontract Sum if a full release of retainage is allowed under the Prime Contract for the Work prior to the completion of the entire Project. If the Prime Contract does not allow for a full release of retainage, then such payment shall be an amount which, when added to previous payments to the Subcontractor, will reduce the retainage on the Subcontractor's substantially completed Work to the same percentage of retainage as that on the Contractor's work covered by the Certificate of Payment.

11. FINAL PAYMENT.

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

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

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

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

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

12. INSURANCE AND BONDS.

12.1. COVERAGES.

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

12.1.2. Coverages must be maintained with financially secure insurance companies licensed to do business in the State where the Project is located, have a Best's Guide Rating of not less than A-VI and must otherwise be acceptable to Owner and Contractor. Coverage must be maintained without interruption from date of commencement of the Work until date of final payment, and Contractor, Developer, Owner, and the Operator, their parent and subsidiary companies, together with their employees, officers agents, members and directors shall be named as additional insureds and Lender where required, under Subcontractor's Commercial General Liability policy, Automobile liability policy, Product/Completed Operations Coverage and the Umbrella/Excess Insurance. The additional insured coverage is to be provided by ISO form CG 20100704, or CG20370704, or equivalent forms, a copy of which will be provided with the certificate of insurance. All such policies shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs afforded to the indemnities and/or additional insured's identified within this agreement.

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

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

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

Contract Number: 07S

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

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

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

12.3. The Contractor shall promptly, upon request of the Subcontractor, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Subcontract.

12.4. **Performance Bond and Payment Bond:**

Bond Not Required for the payment and performance bonds. All bonds must be in the AIA312 format or equal. Cost of bond is on bonding company's invoice at standard rates. Subcontractor must include the names of the Owner and Lender on all bonds as a dual obligee. Subcontractor can provide this information through a dual obligee rider. Two original copies of all bonds are required and should be forwarded to the Corporate Office located at 991 Corporate Boulevard, Linthicum, MD 21090.

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

13. **SETTLEMENT OF DISPUTES.**

13.1. In the event of any dispute involving the Work performed or to be performed, Contractor shall issue a decision which shall be followed by Subcontractor, without interruption, deficiency, or delay. If Subcontractor does not agree with such decision, Subcontractor may make a claim under Section 7.3. and the matter shall be resolved as set forth in Article 13.2. or 13.3. as applicable. If the Subcontractor prevails, Subcontractor's sole remedy shall be an equitable adjustment determined as provided in Section 13.2. or 13.3. as applicable. In addition to notice required by Article 9 or the Subcontract Documents, notification of any claim for the equitable adjustment must be asserted in writing not later than ten (10) days after Subcontractor's knowledge of the claim, and if Section 13.2. is applicable, within sufficient time to allow Contractor to give notice to the Owner under the Subcontract Documents.

13.2. In case of any dispute between Contractor and Subcontractor, in any way relating to or arising from any act or omission of the Owner or involving the Subcontract Documents, Subcontractor agrees to be bound to Contractor to the same extent that Contractor is bound to the Owner, by the terms of the Subcontract Documents, and by any and all preliminary and final decisions or determinations made thereunder by the party, board or court so authorized in the Subcontract Documents or by law, whether or not Subcontractor is a party to such proceedings. In case of such dispute, Subcontractor will comply with all provisions of the Subcontract Documents allowing a reasonable time for Contractor to analyze and forward to the Owner any required communications or documentation. Contractor will, at its option, (1) present to the Owner, in Contractor's name, or (2) authorize Subcontractor to present to the Owner, in Contractor's name, all of Subcontractor's claims and answer the Owner's claims involving Subcontractor's Work, whenever Contractor is permitted to do so by the terms of the Subcontract Documents. Contractor will further invoke on behalf of Subcontractor, or allow Subcontractor to invoke, those provisions in the Subcontract Documents for determining disputes. If such dispute is prosecuted or defended by Contractor, Subcontractor, at its own expense, agrees to furnish all documents, statements, witnesses, and other information required by Contractor and to pay or reimburse Contractor for all costs incurred by Contractor in connection with the dispute including attorneys' fees and court costs.

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

14. **MISCELLANEOUS PROVISIONS.**

Contract Number: 07S

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

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

14.3. PRIVACY. Until Subcontractor's obligations under this Subcontract are completely fulfilled, Subcontractor agrees not to perform any Work directly for the Owner or deal directly with the Owner's representatives in connection with the Project, unless otherwise directed in writing by Contractor. All Work for this Project performed by Subcontractor shall be processed and handled exclusively by Contractor.

14.4. VEHICLES. All vehicles are to be operated in accordance with the traffic and parking rules and regulations of the Operator and the Contractor. Violation of these rules may result in the vehicle being towed at the owner's expense, and the vehicle and operator being banned from the site. All workers authorized to park within the site must obtain parking passes from the Contractor's office and must display the parking passes whenever the vehicle is on the site. Subcontractor's employees, agents and sub-subcontractors may park vehicles only in areas on or off-site as designated for parking by Owner or Contractor.

14.5. RESIDENTS OF RETIREMENT COMMUNITY. The safety and protection of the residents of the Project is of paramount importance to the Contractor. Subcontractor, its workers, suppliers, and sub-subcontractors must adhere to all traffic regulations, noise restrictions, and other safety standards established by the Contractor and the Operator. Residents of the Project must be treated with courtesy and respect at all times. In the event that the buildings are occupied while the Subcontractor is performing work on the Project, all courtesy is to be extended to the residents and precautions taken to avoid any disruption or inconvenience during this usage.

14.6. SIGNS. No signs may be placed on any portion of the site and/or building without written permission of Owner.

14.7. COMMUNICATIONS. It is agreed and understood that all communications by or through Subcontractor to the Architect, Engineer, Owner, Developer or any representative thereof shall be made through Contractor.

14.8. EXAMINATION OF PRIOR WORK. Subcontractor shall carefully examine the work of others which may affect the Work and shall notify Contractor in writing, completely detailing and supporting any apparent deficiencies therein before performing the Work; otherwise, such other Work shall be deemed acceptable to Subcontractor and Subcontractor shall be deemed to have waived all claims with respect thereto.

14.9. INVALIDITY. If any provision of the Subcontract is found to be invalid, unenforceable or unlawful, such provision shall be enforced in such manner as shall most nearly affect the intent of the parties and yet conform to the law applicable thereto and the remainder of the Subcontract Documents shall remain in full force and effect.

14.10. NOTICES. Except as stated in Section 10.1 of this Agreement, all notices, requests, approvals and other communications required or permitted to be delivered under the Subcontract must be in writing and shall be effective upon: (a) the date of delivery if hand-delivered to the other party or forwarded by facsimile to a number provided and authorized for delivery of notices by the receiving party; (b) the date of transmission if sent by telegram; (c) the date after mailing if sent by overnight commercial carrier; or (d) three (3) business days after mailing if sent by U.S. mail. Except for the use of facsimiles, if permitted, all notices must be sent to the addresses listed in the introductory paragraph of this Agreement, or to such other address as may be expressly designated in writing by either party as the correct address for notices, requests, approvals and other communications.

14.11. INDEPENDENT CONTRACTOR. Subcontractor is an independent contractor and hereby assumes all of the rights, duties, obligations and liabilities thereby arising.

14.12. WAIVER. Any failure by Contractor at any time or from time to time to enforce or require the strict performance of any of the terms or conditions hereof shall not affect or impair Contractor's right to at any time thereafter avail itself of the remedies available for the subsequent breach of such terms or conditions.

14.13. GOVERNING LAW. The Subcontract shall be governed by the law of the State in which the Project is located. No presumption shall be deemed to exist in favor of or against either party as a result of the preparation and/or negotiation of the Subcontract.

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

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

Contract Number: 07S

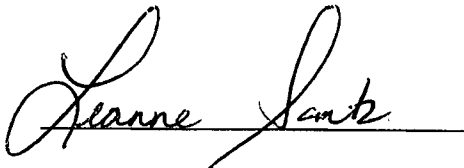
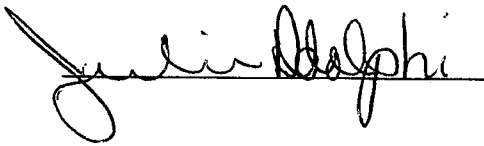
14.15. CONTRACTOR AND SUBCONTRACTOR PAYMENT ACT. Duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available at law or in equity.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

14.16. EXHIBITS. The following exhibits are attached hereto:

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

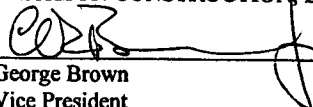
This Agreement entered into as of the day and year first written above.

WITNESS:



CONTRACTOR
ERICKSON CONSTRUCTION, LLC

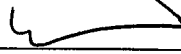
By:


George Brown
Vice President

Dated: 04-22-08

SUBCONTRACTOR

By:


Eastcoast Siding, Inc.
Mr. Yeum Moon
President

Dated: 4/11/08

EXHIBIT "A"

Drawings and Specifications

Drawing	Revision	Description	Date
Architectural			
00.00	0	Cover Sheet	1/10/2007
00.01	0	Code Review	1/10/2007
00.02	C	Neighborhood Code Sheet	3/8/2007
00.02a	0	UL Assemblies	1/10/2007
00.02b	0	UL Assemblies	1/10/2007
00.02c	0	UL Assemblies	1/10/2007
00.02d	0	UL Assemblies	1/10/2007
00.03	C	Parking Count & Phasing Diagram	3/8/2007
00.04	0	Campus Wide Building Elevation	1/10/2007
20.01	0	Site Plan	1/10/2007
30.01	C	Parking Level Plan	3/8/2007
30.02	C	First Floor Plan	3/8/2007
30.03	C	Second Floor Plan	3/8/2007
30.04	C	Third Floor Plan	3/8/2007
30.05	C	Fourth Floor Plan	3/8/2007
30.06	C	Roof Plan	3/8/2007
30.07	C	Link Plans & RCP	3/8/2007
30.08	0	Link Section	1/10/2007
31.01	C	Elevations	3/8/2007
31.02	C	Elevations	3/8/2007
31.03	C	Elevations Detail	3/8/2007
31.04	C	Link Elevations	3/8/2007
32.01	C	Building Section	3/8/2007
33.01	C	Wall Sections	3/8/2007
33.02	C	Wall Sections	3/8/2007
33.03	C	Wall Sections	3/8/2007
33.04	C	Wall Sections	3/8/2007
33.05	C	Wall Sections	3/8/2007

Drawing	Revision	Description	Date
33.06	C	Wall Sections	3/8/2007
33.07	0	Wall Sections	1/10/2007
33.08	C	Porch Sections	3/8/2007
33.09	C	Porch Details	3/8/2007
34.01	B	Elevator Plans and Sections	2/23/2007
34.01	C	Elevator Plans and Sections	3/8/2007
34.02	C	Stair Plans	3/8/2007
34.03	0	Stair Sections and Details	1/10/2007
35.01	C	Wall, Floor, and Roof Schedule	3/8/2007
35.02	C	Window and Louver Schedule & Details	3/8/2007
35.02	B	Window and Louver Schedule & Details	2/23/2007
35.03	C	Door Schedule	3/8/2007
35.04	0	Door Details	1/10/2007
36.01	C	Typical Interior Details	3/8/2007
36.02	C	Enlarged Plans & Interior Elevs.	3/8/2007
36.03	C	Enlarged Floor Plans	3/8/2007
36.04	0	Enlarged Plans	1/10/2007
38.01	C	Parking Level RCP	3/8/2007
38.02	C	First Floor RCP	3/8/2007
38.03	C	Second Floor RCP	3/8/2007
38.04	C	Third Floor RCP	3/8/2007
38.05	C	Fourth Floor RCP	3/8/2007
40.01	C	Parking Level Floor Finish Plan	3/8/2007
40.02	0	Elev. lobby Finish Plan	1/10/2007
40.03	0	Exit Lobbies, Doghouse & Corridors	1/10/2007
40.04	0	Link To RB1.1	1/10/2007
45.01	C	RB Finish Schedule	3/8/2007
45.02	0	Resident Unit Finish Schedule	1/10/2007
45.03	C	Unit Amenities List	3/8/2007
48.01	0	Parking Level Signage Plan	1/10/2007
48.02	0	First Floor Signage Plan	1/10/2007
48.03	0	Second Floor Signage Plan	1/10/2007
48.04	0	Third Floor Signage Plan Main Street	1/10/2007

Drawing	Revision	Description	Date
48.05	0	Fourth Floor Signage Plan	1/10/2007
49.01	0	Parking Level Furniture Plan	1/10/2007
49.02	C	First Floor Furniture Plan	3/8/2007
49.03	C	Second Floor Furniture Plan	3/8/2007
49.04	C	Third Floor Furniture Plan	3/8/2007
49.05	C	Fourth Floor Furniture Plan	3/8/2007
Structural			
60.01	C	Parking Level & Foundation Plan	3/8/2007
60.02	0	First Floor Framing Plan	1/10/2007
60.02a	0	First Floor Bearing Wall Location Plan	1/10/2007
60.03	C	Second Floor Framing Plan	3/8/2007
60.04	C	Third Floor Framing Plan	3/8/2007
60.05	C	Fourth Floor Framing Plan	3/8/2007
60.06	C	Roof Framing Plan	3/8/2007
60.07	C	Link Framing Plans	3/8/2007
61.01	0	Structural Notes & Typical Details	1/10/2007
61.01A	0	Typical Details	1/10/2007
61.02	C	Sections	3/8/2007
61.03	0	Sections	1/10/2007
61.04	C	Sections	3/8/2007
61.05	0	Sections	1/10/2007
64.01	C	Roof Truss Profiles	3/8/2007
65.01	0	Column Schedule	1/10/2007
65.02	0	Shearwall Elev's & Details	1/10/2007
65.03	0	Bearingwall Framing Elev's	1/10/2007
65.04	0	Bearingwall Framing Elev's	1/10/2007
Specifications			
Volume 1		Division 1 thru 14	1/10/2007

EXHIBIT "B"
SCOPE OF WORK
FIBER CEMENT SIDING
and ALUMINUM TRIM

This subcontractor shall furnish and install all materials; labor, tools, and equipment to complete the fiber cement siding and aluminum trim work for Ashby Ponds Independent Living Building 1.2 in accordance with the contract documents prepared by Marks, Thomas Architects, dated January 10, 2007. The above work for this subcontractor is in accordance with the contract documents, in general and the work of Division 07 – Thermal and Moisture Protection, in particular.

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

A. Quality Assurance:

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

B. Cleaning:

1. The Subcontractor shall maintain sufficient labor onsite to keep their work areas clean and orderly on a daily basis, so as to allow other trades access and to maintain a safe working environment.

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

C. Safety:

1. This Subcontractor is to provide adequate and proper safety protection for its personnel and equipment and shall strictly comply with all rules and regulations of the Federal Occupational Safety and Health Act, all other applicable health and safety laws and regulations, and of the Erickson Construction Safety Program. Hard hats, thick soled shoes (not sneakers), full length pants and shirts are to be worn by all personnel employed on the job by this Subcontractor at all times. Payments may be withheld in the form of fines for violations. Accidents to personnel of this Subcontractor, no matter how minor, will be promptly reported in detail to the Project Superintendent and/or Site Safety Officer within twenty four (24) hours of the incident. Photographs must be taken by the Subcontractor of the accident location and copies of those and all applicable hospital reports must be submitted. Fines levied by Erickson Construction, LLC. Due to the acts of this Subcontractor for failure to comply with the safety regulations and requirements of OSHA and all other applicable health and safety laws and regulations, will be paid by this Subcontractor or deducted from its Subcontract amount as described elsewhere in the Subcontract. This Subcontractor and its Sub-Subcontractors will be required to provide a copy of its Safety Program to the Project superintendent prior to commencing work at the project site. This program will include a listing, with names and phone numbers, of no less than three persons who will be designated competent persons for the duration of subcontractors work. No cost extras or time extensions will be recognized for failure to meet the requirement.
2. The Subcontractor is responsible for the safe stocking of materials to ensure that structural components of the facility being constructed are not overloaded. Subcontractor is responsible for any damage caused by improper stacking.
3. The Contractor shall provide general lighting and temporary power and wiring throughout the structure. Subcontractor shall provide specific task lighting and cords required to complete their work. All cords and lighting to be in accordance with OSHA standards.
4. The Subcontractor will provide fully OSHA compliant scaffolding and/or man lifts as needed. The Subcontractor is responsible for maintaining the safe integrity of the scaffolding for the duration it is erected. The Subcontractor is responsible for removing the scaffolding when their work is finished. The Subcontractor must identify and provide a "competent erection person". No deviations from the above will be accepted, or tolerated.
5. Subcontractor is to provide and use all required OSHA fall protection.
6. The Subcontractor shall furnish trained and certified lift operators for all lift work. Lift includes, but is not limited to, forklifts, boom lifts, scissor lifts, cranes and mechanical hoists.

D. Close Out Documentation:

1. Subcontractor to furnish all warranty and certification inspections for receipt of warranties and certifications prior to owner acceptance.
2. Final payment will not be processed until all applicable close-out documents and materials are received.
3. Subcontractor shall furnish three (3) copies of closeout documentation for submission to the Owner/Architect for approval. Upon approval by the Owner/Architect, the Subcontractor shall furnish three (3) corrected copies of close-out documents to the Contractor for inclusion in the Master O&M to the Owner.
4. Subcontractor agrees to submit all O & M Manuals and Record documents no later than 45 days prior to substantial completion.

E. General Requirements:

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

9. The subcontractor shall coordinate all work performed under this agreement with work performed by the MEP Subcontractors and Finish Subcontractors to ensure all system are fully compatible and operational. Special attention to be given to floor and drains to assure proper slope to the drain is obtained, provided the drains are set by others to the proper elevations.
10. Submit (8) eight 6" x 6" pieces of fiber cement plank/panel/trim claddings in texture and widths shown and specified. Submit (8) eight copies of product/material specifications, installation data and other pertinent manufacturer's literature.

F. Fiber Cement Siding and Aluminum Trim Specific Issues:

1. Complete all necessary work required by the contract documents, local governing authorities, and prevailing local building codes.
2. Subcontractor to furnish and install fiber cement panels, planks, trim, and accessories in accordance with the contract documents, insuring a consistent, and uninterrupted, flow of work, which coordinates with other trades.
3. Furnish and install all column wraps on the balconies in accordance with the contract documents.
4. The subcontractor shall store and protect all fiber cement siding in accordance with manufacturer's recommendations.
5. Furnish and install all flashing within the fiber cement siding system (including window head and sill flashing) required for a complete water tight system in accordance with the manufacturer's specifications.
6. Furnish and install all caulk within the fiber cement siding and from the fiber cement siding to the surrounding materials in accordance with the contract documents.
7. Furnish manufacturer warranty in accordance with the contract documents.
8. Furnish and Install all prefinished 0.032 aluminum flashing and cladding at all wood fascia and wood trim in accordance with the contract documents.
9. Furnish and Install prefinished 0.032 aluminum soffit in selected color in accordance with contract drawings.

END OF SECTION

EXHIBIT "C"
Schedule of Values

North Elevation	
Fascia	\$4,200.00
Soffit	\$4,683.00
Gutter	\$3,150.00
Brick Flashing	\$250.00
Hardi Frieze	\$3,625.00
Hardi Panel	\$14,720.00
Hardi Siding	\$17,081.00
Wrap Balcony Beams and Skirt	\$8,950.00
Balcony Ceiling	\$2,781.00
Lift Equipment	\$2,325.00
Wrap Columns	\$6,404.00
East Elevation	
Fascia	\$5,000.00
Soffit	\$5,575.00
Gutter	\$3,750.00
Brick Flashing	\$250.00
Hardi Frieze	\$3,625.00
Hardi Panel	\$23,148.00
Hardi Siding	\$17,081.00
Wrap Balcony Beams and Skirt	\$8,950.00
Balcony Ceiling	\$2,781.00
Lift Equipment	\$2,325.00
Wrap Columns	\$6,404.00
South Elevation	
Fascia	\$4,000.00
Soffit	\$4,460.00
Gutter	\$3,000.00
Brick Flashing	\$250.00
Hardi Frieze	\$3,625.00
Hardi Panel	\$14,720.00
Hardi Siding	\$17,082.00
Wrap Balcony Beams and Skirt	\$8,950.00
Balcony Ceiling	\$2,781.00
Lift Equipment	\$2,325.00
Wrap Columns	\$6,404.00

West Elevation	
Fascia	\$6,800.00
Soffit	\$7,582.00
Gutter	\$5,100.00
Brick Flashing	\$250.00
Hardi Frieze	\$3,625.00
Hardi Panel	\$23,148.00
Hardi Siding	\$17,082.00
Wrap Balcony Beams and Skirt	\$8,950.00
Balcony Ceiling	\$2,782.00
Lift Equipment	\$2,325.00
Wrap Columns	\$6,403.00
Total	\$298,702.00

Alternates

1. None

Unit Prices

1. None

END OF SECTION

Exhibit "D.1"
Instructions for "Exhibit D"

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

ERICKSON CONSTRUCTION, L.L.C.
21059 Loudoun County Parkway
Ashburn, VA, 20147

ATTN: Project Manager, Alan Jackson

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

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

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

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

ERICKSON CONSTRUCTION, LLC.
Corporate Office
991 Corporate Blvd.
Linthicum, Maryland 21090
Attn: Contract Administrator

EXHIBIT E – PARTIAL RELEASE OF LIENS

The attached Partial Release of Liens (Exhibit E) form must be fully completed, properly executed by a authorized Corporate Officer or Owner/Proprietor with Original Signatures, Notarized, and must be in our office at the above address no later than the last day of the month.

If your Partial Release of Liens (Exhibit E) is not fully executed and received on a timely basis, i.e. no later than the last day of the month, previous payment not covered by a current waiver of lien will be deducted from your expected payment.

EXHIBIT F – FINAL RELEASE OF LIENS

The attached Final Release of Liens (Exhibit F) form must be fully completed, properly executed by a authorized Corporate Officers or Owner/Proprietary with original signatures, Notarized, and must be in our office at the above address no later than the last day of the month or at issuance of Final Payment.

NO FINAL PAYMENTS WILL BE ISSUED UNTIL FINAL RELEASE OF LIENS IS IN HAND.


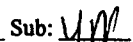
EXHIBIT "G1"
Instructions for Exhibit "G"

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

EXHIBIT G – VENDOR/TEIR SUBCONTRACTOR LIST

The attached Vendor/Tier Subcontractor List (Exhibit G) from must be fully completed, properly executed by authorized Corporate Officer or Owner/Proprietor with Original Signatures, Notarized and must be in our office at the above address no later than the 20th day of the month.

If you Vendor/Tier Subcontractor list (Exhibit G) is not fully executed and received on a timely basis, i.e. no later that the 20th day of the month, previous payment not covered by a current waiver of lien will be deducted from your expected payment.

EC:  Sub: 

**EXHIBIT "H" Schedule A
INSURANCE**

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

TYPE OF COVERAGE	AMOUNT OF COVERAGE
<u>AD.1 Worker's Compensation</u> <u>Employer's Liability</u>	Statutory Limits (set by states) Bodily Injury by Accident = \$100,000. Ea. Accident Bodily Injury by Disease = \$500,000. Policy Limit Bodily Injury by Disease = \$100,000. Ea. Employee
<u>AD.2 Commercial General Liability:</u> written on ISO occurrence form and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). <u>The policy must not be limited by Residential construction exclusions regarding any and all work performed under this agreement.</u>	<u>Occurrence Form, minimum required limits:</u> General Aggregate Limit (other than Products/Completed Operations): \$1,000,000. Products/Completed Operations Aggregate Limit: \$1,000,000. Each Occurrence Limit: \$1,000,000. Personal Injury & Advertising Injury Limit: \$1,000,000. Contractual Liability: \$1,000,000.
<u>A.D.3 Business Auto Liability:</u> covering any automobile, including hired and non-owned auto's	<u>Minimum required limits:</u> Bodily Injury Each Person: \$1,000,000. Bodily Injury Each Accident: \$1,000,000. Property Damage Each Accident: \$1,000,000. Or, \$1,000,000. combined bodily injury and property damage each accident limit for all of the above
<u>AD.5 Property Insurance:</u> covering all personal property including rented, leased or borrowed tools and equipment brought on site by Subcontractor. Subcontractor hereby waives all right of recovery against Contractor, its parent company, Owner, and Operator for loss or damage to such property however caused.	Replacement Cost or Actual Cash Value

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

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

STATE OF:	)	Original Contract Amount:	\$
	) S.S.	Approved Change Orders:	\$
COUNTY OF:	)	Adjusted Contract Amount:	\$
		Completed to Date:	\$
		Retention:	\$
		Total Earned (Less Retention):	\$
		Previous Payments:	\$
		Current Payment:	\$
		Contract Balance:	\$

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

The UNDERSIGNED being duly sworn states that he is the _____ (title)
of _____ (firm) who has a contract with _____
for furnishing _____ for the improvements being erected on real
estate known and identified as Ashby Ponds Independent Living Building 1.2 located in

County, State of _____ and owned by _____.

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

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

Signed this _____ day of _____, 20____.

By: _____ Contractor/Supplier/Subcontractor

(Title)

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

My Commission Expires:

Notary Public

EXHIBIT "G"

Vendor/Tier Subcontractor List

Please identify below on the spaces provided the names of all tier subcontractors and/or vendors who will supply materials and/or services whose value will exceed \$1,000.00 to the referenced project, the contact person, addresses and telephone numbers for each.

Company Name	ABC Supply Inc.
Contact	Jerry Geronimo
Address	4111 Washington Blvd, Baltimore, MD 21227
Telephone	410-247-5424
Fax	410-247-5476
Company Name	Roof Center
Contact	Kevin Haker
Address	9055 Condit Ct. Suite 300, Catonsville, MD 21087
Telephone	410-210-8810
Fax	410-290-8908
Company Name	
Contact	
Address	
Telephone	
Fax	
Company Name	
Contact	
Address	
Telephone	
Fax	
Company Name	
Contact	
Address	
Telephone	
Fax	
Company Name	
Contact	
Address	
Telephone	
Fax	
Company Name	
Contact	
Address	
Telephone	
Fax	
Company Name	
Contact	
Address	
Telephone	
Fax	
Company Name	
Contact	
Address	
Telephone	
Fax	

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

STATE OF:

COUNTY OF:

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

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

The UNDERSIGNED being duly sworn states that he is the _____ (title)
of _____ (firm) who has a contract with _____
for furnishing _____ for the improvements being erected on
real estate known and identified as Ashby Ponds Independent Living Building 1.2 located in _____
County, State of _____ and owned by _____.

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

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

Signed this _____ Day of _____, 20____


By: _____
Contractor/Supplier/Subcontractor

Signature & Title (Must be an Officer)

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

My Commission Expires: _____

Notary Public Signature

EC:  Sub: 444



AIA Document G702™ - 1992

Application and Certificate for Payment

FROM: **ERICKSON CONSTRUCTION LLC**
1059 LOUDOUN COUNTY PARKWAY
ASHBURN, VA 20147
ATTENTION: MR. ROBERT HINTON

TO: **CONTRACTOR Ric.**
9693-K Genwig Lane
Columbia, MD 21046

VIA ARCHITECT:

PROJECT: **INDEPENDENT LIVING BUILDING 1.3**

APPLICATION NO: **5715813-18-00-074966**
PERIOD TO: **5/04/2009**

Distribution to:

- OWNER ☐ ARCHITECT ☐
CONTRACTOR ☐ FIELD ☐
OTHER ☐

ASBESTOS: **59R-B1.3**
CONTRACT DATE: **10/26/2007**
PROJECT NOS: **/**

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ **407,576.00**
2. Net change by Change Orders \$ **93,612.80**
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ **501,188.80**
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ **501,188.80**

5. RETAINAGE:

- a. % of Completed Work 0.00
10.66 (Column D + E on G703)
- b. % of Stored Material 0.00
(Column F on G703)

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ **0.00**

6. TOTAL EARNED LESS RETAINAGE \$ **501,188.80**
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ **451,069.92**
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ **50,118.88**

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ **0.00**
(Line 3 less Line 6)

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	93,688.80	76.00
Total approved this Month	\$	0.00	0.00
TOTALS	\$	93,688.80	76.00
NET CHANGES by Change Order	\$	93,612.80	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

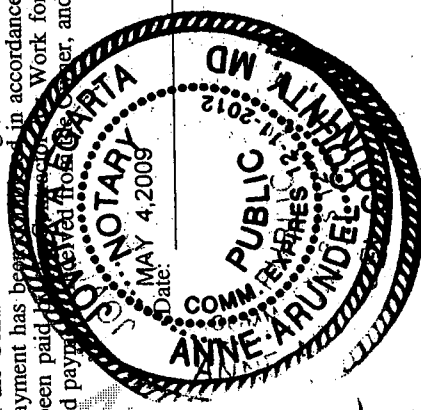
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The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been performed in accordance with the Contract Documents, that all amounts have been paid for the Work for which previous Certificates for Payment were issued and payment for the Work for which that current payment is now due.

CONTRACTOR: **ERICKSON CONSTRUCTION LLC**
By: **MD**
State of: **MD**

County of: **Anne Arundel**
Subscribed and sworn to before me this **4th** day of **May** 2009

Notary Public: **[Signature]**
My Commission expires: **12-11-2012**



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ **50,118.88**
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: **[Signature]**
By: **[Signature]** Date: **[Signature]**

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

Continuation Sheet

2 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT,

containing Contractor's signed certification is attached.

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

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

APPLICATION NO. 6

APPLICATION DATE: 5/04/2009

PERIOD TO:

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)				TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	SIDING	407,576.00	407,576.00		0.00	0.00	407,576.00	100	0.00	0.00
2	CCQ # 001	12,206.48	12,206.48		0.00	0.00	12,206.48	100	0.00	0.00
3	Change order 3	79,614.00	79,614.00		0.00	0.00	79,614.00	100	0.00	0.00
4	Change order 2	368.32	368.32		0.00	0.00	368.32	100	0.00	0.00
5	Change order 4	76.00	76.00		0.00	0.00	76.00	100	0.00	0.00
6	Replace Siding- CO#6	1,500.00	1,500.00		0.00	0.00	1,500.00	100	0.00	0.00
		501,188.80	501,188.80		0.00	0.00	501,188.80	100	0.00	0.00

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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EXHIBIT "D" **APPLICATION AND CERTIFICATE FOR PAYMENT**

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

DATE: 5/4/09

PROJECT: 557RB13
JOB: Wood framed residential building

FROM: East Coast Siding, Inc.

APPLICANT NO.:
PERIOD TO:

1. Original Contract Amount	\$	407,576. —
2. Change Orders Issued to Date (Thru C.O. #)	\$	93,612.80
3. Contract Sum to Date (Line 1+2)	\$	501,188.80
4. Total Completed & Stored to Date	\$	501,188.80
5. Less Retainage (%)	\$	0
6. Total Earned to Date Less Retainage (Line 4-5)	\$	501,188.80
7. Less Previous Requisitions	\$	451,069.92
8. Payment Due This Period (Line 6-7)	\$	50,118.88

SUBCONTRACTORS AFFIDAVIT & RELEASE OF LIEN:

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

CONTRACTOR: By: [Signature] **Date:** 5/4/09
 (Officer, General Partner, or Owner)

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


NOTES:

TO BE COMPLETED BY PROJECT MANAGER

RETAINAGE RELEASE	\$	_____
PROGRESS BILLING	\$	_____
RETAINAGE HELD	\$	_____
TOTAL AMOUNT DUE	\$	_____
PROJECT NUMBER	557RB13	_____
COST CODE #	48400-074600	_____
APPROVED BY	_____	_____
APPROVED DATE	_____	_____

FINAL PAYMENT	
PUNCH LIST COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO
WARRANTY COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO
ATTIC STOCK DELIVERED	<input type="checkbox"/> YES <input type="checkbox"/> NO
O&M (CLOSEOUT BOOK-DEL)	<input type="checkbox"/> YES <input type="checkbox"/> NO
CHANGE ORDERS COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO

FOR ACCOUNTING USE ONLY	
DATE RECEIVED	_____
REVIEWED BY	_____


 EC: _____ Sub: UMA

SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR

THIS SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR (this "Agreement") is made as of 01/02/2008 by and between ERICKSON CONSTRUCTION, LLC (the "Contractor"), having an address of 703 Maiden Choice Road, Baltimore, Maryland 21228, Attn: Robert Hinton III; and East Coast Siding, Inc. (the "Subcontractor"), having an address of 9693-K Gerwig Lane, Columbia, MD, 21046.

RECITALS

- A. The Contractor has made a contract for construction dated as of 10/26/2007 (the "Prime Contract") with Ashburn Campus, LLC (the "Owner"), having an address of 701 Maiden Choice Lane, Baltimore, Maryland 21228. A copy of the Prime Contract containing all provisions applicable to Subcontractor shall be made available to the Subcontractor, upon request, in Contractor's general offices.
- B. The Prime Contract is for the provision of labor, materials and services in connection with the construction of Ashby Ponds Independent Living Building 1.3, 21059 Loudoun County Parkway, being part of a project known as Ashby Ponds, located in Ashburn, VA (the "Project").
- C. The Architect for the Work (as such term is defined in Section 2.1 below) is Marks, Thomas Architects (the "Architect"), having an address of 1410 Key Highway, Baltimore, MD, 21230.
- D. The Developer of the Project is Erickson Retirement Communities, LLC (the "Developer"), having an address of 701 Maiden Choice Lane, Baltimore, Maryland 21228.
- E. The Operator of the Project is Ashby Ponds, Inc. (the "Operator"), having an address of 701 Maiden Choice Lane, Baltimore, Maryland 21228.

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

1. THE SUBCONTRACT DOCUMENTS.

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

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

2. THE WORK OF THIS SUBCONTRACT.

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

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

- Exhibit B, Description of work, attached.
- The Work consists of Siding & Ceiling Finishes (Sub).

2.3. Subcontractor shall carefully examine the Subcontract Documents and shall promptly notify Contractor in writing of any deficiencies, discrepancies, ambiguities or errors before proceeding with the Work.

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

3. CONSTRUCTION SCHEDULE.

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

Date of Commencement: 11/15/2007

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

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

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

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

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

3.3. SUBSTANTIAL COMPLETION.

3.3.1. The Project shall be substantially completed not later than 11/15/2008, ("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.

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

4. SUBCONTRACT SUM.

4.1. SUBCONTRACT SUM. The Contractor shall pay the Subcontractor in current funds for performance of the Subcontract the Subcontract Sum of four hundred seven thousand five hundred seventy-six Dollars and zero Cents (\$407,576.00) subject to additions and deductions as provided in the Subcontract.

4.2. ALTERNATES.

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

 X See Exhibit C attached.

 Alternates are included in Exhibit C attached:

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

 X See Exhibit C attached.

 Reserved Alternates are defined in Exhibit C attached:

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

 X See Exhibit C attached.

 Unit Prices are detailed in Exhibit C attached:

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

 X Estimated Cost of Work is not attached hereto.

5. CONTRACTOR.

5.1. SERVICES PROVIDED BY THE CONTRACTOR.

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

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

6. SUBCONTRACTOR.

6.1. LICENSE. The Subcontractor represents to Contractor that Subcontractor is duly licensed to perform the Work in the jurisdiction where the Project is located. Subcontractor represents that Subcontractor's License Number is B809929, Registration Number 2105 065611A and Sales or Tax Registration Number is 52-2181728, and that all such licenses and registrations shall be maintained in full force and effect throughout the term of Subcontractor's obligations under the Subcontract, including any warranty obligations.

6.2. EXECUTION AND PROGRESS OF THE WORK.

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

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

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

6.2.4. The Subcontractor shall complete all of its work in a good and workmanlike manner. The Subcontractor agrees that the Owner will have the authority to reject Work which does not conform to the Prime Contract or to the Subcontract. The

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Subcontractor shall, at Subcontractor's cost, replace or, if approved by the Owner, repair any defective work and repeat tests as necessary, at Subcontractor's cost, until all Work is proven satisfactory.

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

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

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

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

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

6.3. LAWS, PERMITS, FEES AND NOTICES.

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

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

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

6.4. SAFETY PRECAUTIONS AND PROCEDURES.

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

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

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

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

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

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

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

7. CHANGES IN THE WORK.

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

- (a) By written change order signed by Contractor and Subcontractor prior to commencement specifying the changes to be made and the increase or decrease in the Subcontract Sum and extension of time, if any; or
- (b) By written direction to Subcontractor to proceed with changes in the Work, specifying the changes to be made and specifically stating that an equitable adjustment in the Subcontract Sum will be made, based on the time and materials to perform such changes; or
- (c) By written direction to Subcontractor to proceed with changes in the Work, specifying the changes to be made and specifically stating that the Subcontract Sum shall be adjusted based on actual costs of performing such changes based on time and materials, plus a fixed fee, to be set in such change order.

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

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

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

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

8.2. TERMINATION BY THE CONTRACTOR.

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

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

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

8.4. CONTRACTOR'S ADDITIONAL REMEDIES. Subcontractor shall reimburse Contractor for any loss, damage or extra expense paid or incurred by Contractor which is due to Subcontractor's failure to supply materials, labor, or to properly perform the Work in accordance with the Subcontractor Documents. Subcontractor's failure to perform shall include the failure of its lower-tier subcontractors to perform. Subcontractor's liability shall include but not be limited to (1) damages and other delay costs payable by Contractor to the Owner; (2) Contractor's increased costs of performance, such as extended overhead and increased performance costs resulting from Subcontractor-caused delays or improper Subcontractor Work; (3) warranty and rework costs; (4) liability to third parties; (5) excess procurement costs; (6) consultants' fees; and (7) attorneys' fees and court costs. Contractor may take over any of Subcontractor's outstanding sub-subcontracts and purchase orders and take possession of all tools, equipment, scaffolds, material and supplies of Subcontractor which are on the Project site, in transit to, or especially manufactured for, the Work for use in completion of the Project. Contractor is hereby granted a lien on all

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Project. Contractor is hereby granted a lien on all such property to secure Subcontractor's performance under this Subcontract. Subcontractor shall, upon request of Contractor, execute and deliver to Contractor all documents and take all such steps to effect the legal assignment of Subcontractor's contractual rights under such sub-subcontracts and purchase orders, but Contractor shall not be required to assume any of Subcontractor's outstanding obligations thereunder.

8.5. ASSIGNMENT OF THE SUBCONTRACT.

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

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

9. MUTUAL RIGHTS AND RESPONSIBILITIES.

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

10. PROGRESS PAYMENTS.

10.1. APPLICATIONS FOR PAYMENT.

SUBCONTRACTOR SHALL SUBMIT ALL REQUISITIONS AND APPLICATIONS FOR PAYMENT FOR PAYMENT PROCESSING TO: ERICKSON CONSTRUCTION, LLC; Robert Hinton III 21059 Loudoun County Parkway, Ashburn, VA, 20147 OR TO SUCH OTHER ADDRESS AS CONTRACTOR MAY DIRECT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.4. SUBSTANTIAL COMPLETION. When the Work or a designated portion thereof is substantially complete in accordance with the requirements of the Prime Contract, the Contractor shall, upon application by the Subcontractor, make prompt application for payment for such Work. Within thirty (30) days following issuance by the Owner of the Certificate for Payment covering such substantially completed Work, the Contractor shall, to the full extent allowed in the Prime Contract, make payment to the Subcontractor, deducting any portion of the funds for the Work withheld in accordance with the Certificate of Payment to cover costs of items to be completed or corrected by the Subcontractor. Such payment to the Subcontractor shall be the entire unpaid balance of the

Subcontract Sum if a full release of retainage is allowed under the Prime Contract for the Work prior to the completion of the entire Project. If the Prime Contract does not allow for a full release of retainage, then such payment shall be an amount which, when added to previous payments to the Subcontractor, will reduce the retainage on the Subcontractor's substantially completed Work to the same percentage of retainage as that on the Contractor's work covered by the Certificate of Payment.

11. FINAL PAYMENT.

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

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

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

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

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

12. INSURANCE AND BONDS.

12.1. COVERAGES.

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

12.1.2. Coverages must be maintained with financially secure insurance companies licensed to do business in the State where the Project is located, have a Best's Guide Rating of not less than A-VI and must otherwise be acceptable to Owner and Contractor. Coverage must be maintained without interruption from date of commencement of the Work until date of final payment, and Contractor, Developer, Owner, and the Operator, their parent and subsidiary companies, together with their employees, officers agents, members and directors shall be named as additional insureds and Lender where required, under Subcontractor's Commercial General Liability policy, Automobile liability policy, Product/Completed Operations Coverage and the Umbrella/Excess Insurance. The additional insured coverage is to be provided by ISO form CG 20100704, or CG20370704, or equivalent forms, a copy of which will be provided with the certificate of insurance. All such policies shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs afforded to the indemnities and/or additional insured's identified within this agreement.

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

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

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

Contract Number: 04

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

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

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

12.3. The Contractor shall promptly, upon request of the Subcontractor, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Subcontract.

12.4. **Performance Bond and Payment Bond:**

Bond Not Required for the payment and performance bonds. All bonds must be in the AIA312 format or equal. Cost of bond is on bonding company's invoice at standard rates. **Subcontractor must include the names of the Owner and Lender on all bonds as a dual obligee. Subcontractor can provide this information through a dual obligee rider. Two original copies of all bonds are required and should be forwarded to the Corporate Office located at 991 Corporate Boulevard, Linthicum, MD21090.**

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

13. **SETTLEMENT OF DISPUTES.**

13.1. In the event of any dispute involving the Work performed or to be performed, Contractor shall issue a decision which shall be followed by Subcontractor, without interruption, deficiency, or delay. If Subcontractor does not agree with such decision, Subcontractor may make a claim under Section 7.3. and the matter shall be resolved as set forth in Article 13.2. or 13.3. as applicable. If the Subcontractor prevails, Subcontractor's sole remedy shall be an equitable adjustment determined as provided in Section 13.2. or 13.3. as applicable. In addition to notice required by Article 9 or the Subcontract Documents, notification of any claim for the equitable adjustment must be asserted in writing not later than ten (10) days after Subcontractor's knowledge of the claim, and if Section 13.2. is applicable, within sufficient time to allow Contractor to give notice to the Owner under the Subcontract Documents.

13.2. In case of any dispute between Contractor and Subcontractor, in any way relating to or arising from any act or omission of the Owner or involving the Subcontract Documents, Subcontractor agrees to be bound to Contractor to the same extent that Contractor is bound to the Owner, by the terms of the Subcontract Documents, and by any and all preliminary and final decisions or determinations made thereunder by the party, board or court so authorized in the Subcontract Documents or by law, whether or not Subcontractor is a party to such proceedings. In case of such dispute, Subcontractor will comply with all provisions of the Subcontract Documents allowing a reasonable time for Contractor to analyze and forward to the Owner any required communications or documentation. Contractor will, at its option, (1) present to the Owner, in Contractor's name, or (2) authorize Subcontractor to present to the Owner, in Contractor's name, all of Subcontractor's claims and answer the Owner's claims involving Subcontractor's Work, whenever Contractor is permitted to do so by the terms of the Subcontract Documents. Contractor will further invoke on behalf of Subcontractor, or allow Subcontractor to invoke, those provisions in the Subcontract Documents for determining disputes. If such dispute is prosecuted or defended by Contractor, Subcontractor, at its own expense, agrees to furnish all documents, statements, witnesses, and other information required by Contractor and to pay or reimburse Contractor for all costs incurred by Contractor in connection with the dispute including attorneys' fees and court costs.

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

14. **MISCELLANEOUS PROVISIONS.**

Contract Number: 04

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

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

14.3. PRIVACY. Until Subcontractor's obligations under this Subcontract are completely fulfilled, Subcontractor agrees not to perform any Work directly for the Owner or deal directly with the Owner's representatives in connection with the Project, unless otherwise directed in writing by Contractor. All Work for this Project performed by Subcontractor shall be processed and handled exclusively by Contractor.

14.4. VEHICLES. All vehicles are to be operated in accordance with the traffic and parking rules and regulations of the Operator and the Contractor. Violation of these rules may result in the vehicle being towed at the owner's expense, and the vehicle and operator being banned from the site. All workers authorized to park within the site must obtain parking passes from the Contractor's office and must display the parking passes whenever the vehicle is on the site. Subcontractor's employees, agents and sub-subcontractors may park vehicles only in areas on or off-site as designated for parking by Owner or Contractor.

14.5. RESIDENTS OF RETIREMENT COMMUNITY. The safety and protection of the residents of the Project is of paramount importance to the Contractor. Subcontractor, its workers, suppliers, and sub-subcontractors must adhere to all traffic regulations, noise restrictions, and other safety standards established by the Contractor and the Operator. Residents of the Project must be treated with courtesy and respect at all times. In the event that the buildings are occupied while the Subcontractor is performing work on the Project, all courtesy is to be extended to the residents and precautions taken to avoid any disruption or inconvenience during this usage.

14.6. SIGNS. No signs may be placed on any portion of the site and/or building without written permission of Owner.

14.7. COMMUNICATIONS. It is agreed and understood that all communications by or through Subcontractor to the Architect, Engineer, Owner, Developer or any representative thereof shall be made through Contractor.

14.8. EXAMINATION OF PRIOR WORK. Subcontractor shall carefully examine the work of others which may affect the Work and shall notify Contractor in writing, completely detailing and supporting any apparent deficiencies therein before performing the Work; otherwise, such other Work shall be deemed acceptable to Subcontractor and Subcontractor shall be deemed to have waived all claims with respect thereto.

14.9. INVALIDITY. If any provision of the Subcontract is found to be invalid, unenforceable or unlawful, such provision shall be enforced in such manner as shall most nearly affect the intent of the parties and yet conform to the law applicable thereto and the remainder of the Subcontract Documents shall remain in full force and effect.

14.10. NOTICES. Except as stated in Section 10.1 of this Agreement, all notices, requests, approvals and other communications required or permitted to be delivered under the Subcontract must be in writing and shall be effective upon: (a) the date of delivery if hand-delivered to the other party or forwarded by facsimile to a number provided and authorized for delivery of notices by the receiving party; (b) the date of transmission if sent by telegram; (c) the date after mailing if sent by overnight commercial carrier; or (d) three (3) business days after mailing if sent by U.S. mail. Except for the use of facsimiles, if permitted, all notices must be sent to the addresses listed in the introductory paragraph of this Agreement, or to such other address as may be expressly designated in writing by either party as the correct address for notices, requests, approvals and other communications.

14.11. INDEPENDENT CONTRACTOR. Subcontractor is an independent contractor and hereby assumes all of the rights, duties, obligations and liabilities thereby arising.

14.12. WAIVER. Any failure by Contractor at any time or from time to time to enforce or require the strict performance of any of the terms or conditions hereof shall not affect or impair Contractor's right to at any time thereafter avail itself of the remedies available for the subsequent breach of such terms or conditions.

14.13. GOVERNING LAW. The Subcontract shall be governed by the law of the State in which the Project is located. No presumption shall be deemed to exist in favor of or against either party as a result of the preparation and/or negotiation of the Subcontract.

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

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

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

14.16. EXHIBITS. The following exhibits are attached hereto:

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

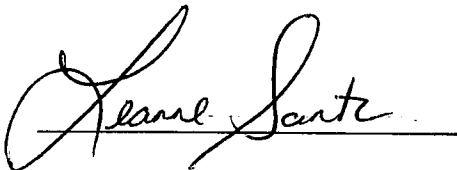
This Agreement entered into as of the day and year first written above.

WITNESS:


CONTRACTOR
ERICKSON CONSTRUCTION, LLC

By: _____
George Brown
Vice President

Dated: _____



SUBCONTRACTOR

By:  _____
East Coast Siding, Inc.
Yeum Moon
President

Dated: 4/11/08

EXHIBIT "A"

Drawings and Specifications

Drawing	Revision	Description	Date
Architectural			
00.00	0	Cover Sheet	6/19/2007
00.01a	0	Code Review	6/19/2007
00.01b	0	Code Review	6/19/2007
00.02	0	Neighborhood Code Sheet	6/19/2007
00.02a	0	UL Assemblies	6/19/2007
00.02b	0	UL Assemblies	6/19/2007
00.02c	0	UL Assemblies	6/19/2007
00.02d	0	UL Assemblies	6/19/2007
00.03	0	Parking Count & Phasing Diagram	6/19/2007
00.04	0	Campus Wide BLDG Elevations	6/19/2007
20.01	0	Site Plan	6/19/2007
30.01A	B	Garage Level Plan-Part A	9/7/2007
30.01B	B	Garage Level Plan-Part B	9/7/2007
30.02A	B	First Floor Plan-Part A	9/7/2007
30.02B	B	First Floor Plan-Part B	9/7/2007
30.03A	B	Second Floor Plan-Part A	9/7/2007
30.03B	B	Second Floor Plan- Part B	9/7/2007
30.04A	B	Third Floor Plan-Part A	9/7/2007
30.04B	B	Third Floor Plan-Part B	9/7/2007
30.05A	B	Fourth Floor Plan-Part A	9/7/2007
30.05B	B	Fourth Floor Plan-Part B	9/7/2007
30.06A	B	Roof Plan-Part A	9/7/2007
30.06B	B	Roof Plan-Part B	9/7/2007
31.01	B	Building Elevations	9/7/2007
31.02	B	Building Elevations	9/7/2007
31.03	B	Building Elevations	9/7/2007
31.03	0	Building Elevations	6/19/2007
31.04	B	Building Elevations	9/7/2007
31.05	B	Building Elevations	9/7/2007
31.06	B	Enlarged Elevations	9/7/2007
32.01	0	Building Section	6/19/2007
33.01	B	Wall Sections	9/7/2007
33.02	B	Wall Sections	9/7/2007
33.03	B	Wall Sections	9/7/2007
33.04	B	Wall Sections	9/7/2007
33.04	B	Wall Sections	9/7/2007
33.05	B	Wall Sections	9/7/2007
33.05	B	Wall Sections	9/7/2007
33.06	0	Wall Sections	6/19/2007

Drawing	Revision	Description	Date
33.07	B	Wall Sections	9/7/2007
33.08	B	Porch Sections	9/7/2007
33.08	0	Porch Sections	6/19/2007
33.09	B	Plan Details	9/7/2007
33.10	B	Section Details	9/7/2007
33.11	B	Section Details	9/7/2007
34.01	0	Elevator Plans and Sections	6/19/2007
34.02	B	Stair Plans	9/7/2007
34.03	0	Stair Sections and Details	6/19/2007
35.01	B	Wall, Floor, and Roof Schedule	9/7/2007
35.02	B	Window and Louver Schedule & Details	9/7/2007
35.03	0	Door Schedule	6/19/2007
35.04	0	Door Details	6/19/2007
36.01	0	Typical Interior Details	6/19/2007
36.02	0	Corridor Plans & Interior Elevs	6/19/2007
36.03	0	Public Space Plans @ Elevs	6/19/2007
36.05	0	Garage Details	6/19/2007
37.01A	0	Parking Signage/ Striping- Part A	6/19/2007
37.01B	0	Parking Signage/Striping- Part B	6/19/2007
37.02	0	Parking Sign Schedule	6/19/2007
38.01A	0	Garage Level RCPS- Part A	6/19/2007
38.01B	0	Garage Level RCPS- Part B	6/19/2007
38.02A	0	First Floor RCPS- Part A	6/19/2007
38.02B	0	First Floor RCPS- Part B	6/19/2007
38.03A	0	Second Floor RCPS- Part A	6/19/2007
38.03B	0	Second Floor RCPS- Part B	6/19/2007
38.04A	0	Third Floor RCPS- Part A	6/19/2007
38.04B	0	Third Floor RCPS- Part B	6/19/2007
38.05A	0	Fourth Floor RCPS- Part A	6/19/2007
38.05B	0	Fourth Floor RCPS- Part B	6/19/2007
40.01	0	Elev. Lobby Finish Plans	6/19/2007
40.02	0	Exit Lobby, Doghouse & Corr. Intersection	6/19/2007
45.01	B	RB Finish Schedule	9/7/2007
45.02	B	Resident Unit Finish Schedule	9/7/2007
45.03	0	Unit Amenities List	6/19/2007
48.01A	0	Parking Level Plan Area A Signage Plan	6/19/2007
48.01B	0	Parking Level Plan Area B Signage Plan	6/19/2007
48.02A	0	First Floor Plan Area A Signage Plan	6/19/2007
48.02B	0	First Floor Plan Area B Signage Plan	6/19/2007
48.03A	0	Second Floor Plan Area A Signage Plan	6/19/2007
48.03B	0	Second Floor Plan Area B Signage Plan	6/19/2007

Drawing	Revision	Description	Date
48.04A	0	Third Floor Plan Area A Signage Plan	6/19/2007
48.04B	0	Third Floor Plan Area B Signage Plan	6/19/2007
48.05A	0	Fourth Floor Plan Area A Signage Plan	6/19/2007
48.05B	0	Fourth Floor Plan Area B Signage Plan	6/19/2007
49.01A	0	Parking Level Plan Area A Furniture Plan	6/19/2007
49.01B	0	Parking Level Plan Area B Furniture Plan	6/19/2007
49.02A	B	First Floor Plan Area A Furniture Plan	9/7/2007
49.02B	0	First Floor Plan Area B Furniture Plan	6/19/2007
49.02C	0	Enlarged Plan Sub-Medical Suite Furniture Plan	6/19/2007
49.03A	B	Second Floor Plan Area A Furniture Plan	9/7/2007
49.03B	0	Second Floor Plan Area B Furniture Plan	6/19/2007
49.04A	B	Third Floor Plan Area A Furniture Plan	9/7/2007
49.04B	0	Third Floor Plan Area B Furniture Plan	6/19/2007
49.05A	B	Fourth Floor Plan Area A Furniture Plan	9/7/2007
49.05B	0	Fourth Floor Plan Area B Furniture Plan	6/19/2007
Structural			
60.01A	B	Parking Level & Foundation Plan-Part A	9/7/2007
60.01B	B	Parking Level & Foundation Plan-Part B	9/7/2007
60.02A	B	First Floor Concrete Slab Framing Plan-Part A	9/7/2007
60.02A-A	B	First Floor Bracing Wall Location Plan-Part A	9/7/2007
60.02B	B	First Floor Concrete Slab Framing Plan-Part B	9/7/2007
60.02B-A	B	First Floor Bracing Wall Location Plan-Part B	9/7/2007
60.03A	B	Second Floor Plan-Part A	9/7/2007
60.03B	B	Second Floor Plan-Part B	9/7/2007
60.04A	B	Third Floor Plan-Part A	9/7/2007
60.04B	B	Third Floor Plan-Part B	9/7/2007
60.05A	B	Fourth Floor Plan-Part A	9/7/2007
60.05B	B	Fourth Floor Plan-Part B	9/7/2007
60.06A	0	Roof Framing Plan- Part A	6/19/2007

Drawing	Revision	Description	Date
60.06B	0	Roof Framing Plan- Part B	6/19/2007
61.01	0	Structrual Notes & Typical Detail	6/19/2007
61.01A	0	Typical Details	6/19/2007
61.02	B	Sections	9/7/2007
61.03	0	Sections	6/19/2007
61.04	B	Sections	9/7/2007
61.05	0	Sections	6/19/2007
61.06	0	Sections	6/19/2007
61.07	B	Sections	9/7/2007
64.01	0	Roof Truss Profiles	6/19/2007
65.01	0	Column Schedule	6/19/2007
65.02	0	Shearwall Elev's & Details	6/19/2007
65.03	0	Bearingwall Framing Elev's	6/19/2007
65.04	0	Bearingwall Framing Elev's	6/19/2007
Plumbing			
70.00	A	Plumbing Schedule	8/10/2007
70.01A	B	Subslab Plumbing Plan Part A	9/7/2007
70.01B	0	Subslab Plumbing Plan Part B	6/19/2007
70.02A	0	Parking Garage Plumbing Plan Part A	6/19/2007
70.02B	A	Parking Garage Plumbing Plan Part B	8/10/2007
70.03A	B	First Floor Plumbing Plan Part A	9/7/2007
70.03B	B	First Floor Plumbing Plan Part B	9/7/2007
70.04A	B	Second Floor Plumbing Plan Part A	9/7/2007
70.04B	B	Second Floor Plumbing Plan Part B	9/7/2007
70.05A	B	Third Floor Plumbing Plan Part A	9/7/2007
70.05B	B	Third Floor Plumbing Plan Part B	9/7/2007
70.06A	B	Fourth Floor Plumbing Plan Part A	9/7/2007
70.06B	B	Fourth Floor Plumbing Plan Part B	9/7/2007
71.01	A	Plumbing Part Plans	8/10/2007
72.01	B	Plumbing Risers & Details	9/7/2007
73.01	0	Sanitary Riser Diagrams	6/19/2007
73.02	B	Domestic Water Riser Diagrams	9/7/2007
73.03	B	Domestic Water Riser Diagrams	9/7/2007
Mechanical			
80.00	0	Mechanical Schedules	6/19/2007
80.01A	0	Parking Level Mechanical Plan Part A	6/19/2007
80.01B	B	Parking Level Mechanical Plan Part B	9/7/2007
80.02A	0	First Floor Mechanical Plan Part A	6/19/2007
80.02B	0	First Floor Mechanical Plan Part B	6/19/2007
80.03A	B	Second Floor Mechanical Plan Part A	9/7/2007

Drawing	Revision	Description	Date
		A	
80.03B	B	Second Floor Mechanical Plan Part B	9/7/2007
80.04A	B	Third Floor Mechanical Plan Part A	9/7/2007
80.04B	B	Third Floor Mechanical Plan Part B	9/7/2007
80.05A	B	Fourth Floor Mechanical Plan Part A	9/7/2007
80.05B	B	Fourth Floor Mechanical Plan Part B	9/7/2007
80.06A	B	Attic Mechanical Plan Part A	9/7/2007
80.06B	B	Attic Mechanical Plan Part B	9/7/2007
81.01	A	Mechanical Part Plans	8/10/2007
82.01	0	Mechanical Details	6/19/2007
82.02	A	Mechanical Details	8/10/2007
83.01	A	HVAC Risers	8/10/2007
83.02	A	HVAC Risers	8/10/2007
84.01	A	Mechanical Schedules	8/10/2007
Electrical			
90.00	0	Legend, Abbrev. + Light Fixture Schedule	6/19/2007
90.01A	B	Lighting & Power Garage Level Plan-Part A	9/7/2007
90.01B	B	Lighting & Power Garage Level Plan-Part B	9/7/2007
90.02A	B	Lighting & Power First Floor Plan-Part A	9/7/2007
90.02B	0	Lighting & Power First Floor Plan-Part B	6/19/2007
90.03A	B	Lighting & Power Second Floor Plan-Part A	9/7/2007
90.03B	B	Lighting & Power Second Floor Plan-Part B	9/7/2007
90.04A	B	Lighting & Power Third Floor Plan-Part A	9/7/2007
90.04B	B	Lighting & Power Third Floor Plan-Part A	9/7/2007
90.05A	B	Lighting & Power Fourth Floor Plan-Part A	9/7/2007
90.05B	B	Lighting & Power Fourth Floor Plan-Part B	9/7/2007
91.01	B	Electrical Part Plans	9/9/2007
92.01	0	Electrical Site Distribution System	6/19/2007
92.02	0	Details	6/19/2007
92.03	B	Special Systems Block Diagrams	9/7/2007
93.01	B	Power Riser	9/7/2007
93.02	0	Special Systems Risers+ Details	6/19/2007
94.01	B	Panel Schedules	9/7/2007

Drawing	Revision	Description	Date
Units			
Unit Notes	A	Unit Notes	8/10/2007
Unit G51	0	Unit Plan	6/19/2007
Unit G52	0	Unit Plan	6/19/2007
Unit G52M	0	Unit Plan	6/19/2007
Unit H61M	0	Unit Plan	6/19/2007
Unit K31.5	0	Unit Plan	6/19/2007
Unit K33.5	0	Unit Plan	6/19/2007
Unit K61	0	Unit Plan	6/19/2007
Unit K71	0	Unit Plan	6/19/2007
Unit LG41.5	0	Unit Plan	6/19/2007
Unit LG51m	0	Unit Plan	6/19/2007
Unit LG61	0	Unit Plan	6/19/2007
Unit R11A	0	Unit Plan	6/19/2007
Unit R21	0	Unit Plan	6/19/2007
Unit R31.5	0	Unit Plan	6/19/2007
Unit R41.5	0	Unit Plan	6/19/2007
Unit R42.5	0	Unit Plan	6/19/2007
Unit R51M	0	Unit Plan	6/19/2007
Unit R61	0	Unit Plan	6/19/2007
Unit S21	0	Unit Plan	6/19/2007
Unit S41.5	0	Unit Plan	6/19/2007
Unit S41A	0	Unit Plan	6/19/2007
Specifications			
Volume 1		Division 1 thru 14	6/19/2007
Volume 2		Division 15 thru 16	6/19/2007

EXHIBIT "B"
SCOPE OF WORK
Siding

This subcontractor shall furnish and install all materials; labor, tools, and equipment to complete the aluminum trim and cement board work for Ashby Ponds Independent Living Building 1.3 in accordance with the contract documents prepared by Marks, Thomas Architects, dated June 19, 2007. The above work for this subcontractor is in accordance with the contract documents, in general and the work of Division 07 – Thermal and Moisture Protection, in particular.

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

A. Quality Assurance:

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

B. Cleaning:

1. The Subcontractor shall maintain sufficient labor onsite to keep their work areas clean and orderly on a daily basis, so as to allow other trades access and to maintain a safe working environment.

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

C. Safety:

1. This Subcontractor is to provide adequate and proper safety protection for its personnel and equipment and shall strictly comply with all rules and regulations of the Federal Occupational Safety and Health Act, all other applicable health and safety laws and regulations, and of the Erickson Construction Safety Program. Hard hats, thick soled shoes (not sneakers), full length pants and shirts are to be worn by all personnel employed on the job by this Subcontractor at all times. Payments may be withheld in the form of fines for violations. Accidents to personnel of this Subcontractor, no matter how minor, will be promptly reported in detail to the Project Superintendent and/or Site Safety Officer within twenty four (24) hours of the incident. Photographs must be taken by the Subcontractor of the accident location and copies of those and all applicable hospital reports must be submitted. Fines levied by Erickson Construction, LLC. Due to the acts of this Subcontractor for failure to comply with the safety regulations and requirements of OSHA and all other applicable health and safety laws and regulations, will be paid by this Subcontractor or deducted from its Subcontract amount as described elsewhere in the Subcontract. This Subcontractor and its Sub-Subcontractors will be required to provide a copy of its Safety Program to the Project superintendent prior to commencing work at the project site. This program will include a listing, with names and phone numbers, of no less than three persons who will be designated competent persons for the duration of subcontractors work. No cost extras or time extensions will be recognized for failure to meet the requirement.
2. The Subcontractor is responsible for the safe stocking of materials to ensure that structural components of the facility being constructed are not overloaded. Subcontractor is responsible for any damage caused by improper stacking.
3. The Contractor shall provide general lighting and temporary power and wiring throughout the structure. Subcontractor shall provide specific task lighting and cords required to complete their work. All cords and lighting to be in accordance with OSHA standards.
4. The Subcontractor shall furnish trained and certified lift operators for all lift work. Lift includes, but is not limited to, forklifts, boom lifts, scissor lifts, cranes and mechanical hoists.
5. Subcontractor is to provide and use all required OSHA fall protection.

D. Close Out Documentation:

1. Subcontractor to furnish all warranty and certification inspections for receipt of warranties and certifications prior to owner acceptance.

2. Final payment will not be processed until all applicable close-out documents and materials are received.
3. Subcontractor shall furnish three (3) copies of closeout documentation for submission to the Owner/Architect for approval. Upon approval by the Owner/Architect, the Subcontractor shall furnish three (3) corrected copies of close-out documents to the Contractor for inclusion in the Master O&M to the Owner.
4. Subcontractor agrees to submit all O & M Manuals and Record documents no later than 45 days prior to substantial completion.

E. General Requirements:

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

F. Siding, Fiber Cement Plank/Panel/Trim and Aluminum Package Specific Issues:

1. Furnish and install Fiber Cement Plank/Panel/Trim and moulding and accessories in accordance with the contract documents.
2. Complete all necessary work required by the contract documents, local governing authorities, and prevailing local building codes.
3. The siding installers must check the building prior to the installation of siding for defects that may affect the appearance of the finished siding.
4. The subcontractor shall install as part of panels weather-resistive barrier according to manufacturer's written instructions before installation of the siding.
5. The subcontractor shall repair any punctures or tears in the weather-resistive barrier prior to the installation of the siding.
6. The subcontractor shall store and protect in accordance with manufacturer's recommendations.
7. Furnish and Install Flashing within the cement fiber board system (including window and sill flashing).
8. Warranty required for a complete water tight system in accordance with manufacturer's recommendations.
9. Caulk cement siding/panels to masonry transition joints in accordance with the contract documents
10. Furnish and Install all prefinished 0.032 aluminum flashing and cladding at all wood fascia and wood trim in accordance with the contract documents.
11. Furnish and Install prefinished 0.032 aluminum soffit in selected color in accordance with contract drawings.
12. Furnish and install all aluminum guttering and down spouts (tie down spouts into rain leaders with boots) in color selected from manufacturer's standard selections in accordance with the contract document. Gutters are to be overlapped and sealed to prevent any leakage resulting from expansion and contraction.

END OF SECTION

EXHIBIT "C"
Schedule of Values

HardiFreize	\$5,012.00
Hardi Panel	\$13,003.00
Hardisiding Package	\$92,733.00
Wrap Balcony Beams & Skirt	\$12,665.00
Balcony Ceiling	\$8,051.00
Lift Equipment	\$11,378.00
Wrap Columns	\$10,479.00
North Elevation Total	\$153,321.00
HardiFreize	\$3007.00
Hardi Panel	\$14737.00
Hardisiding Package	\$39,497.00
Wrap Balcony Beams & Skirt	\$6,524.00
Balcony Ceiling	\$4,147.00
Lift Equipment	\$6,827.00
Wrap Columns	\$5,398.00
East Elevation Total	
HardiFreize	\$5,012.00
Hardi Panel	\$7,802.00
Hardisiding Package	\$39,497.00
Wrap Balcony Beams & Skirt	\$12,665.00
Balcony Ceiling	\$8,051.00
Lift Equipment	\$11,378.00
Wrap Columns	\$10,479.00
South Elevation Total	\$94,884.00
HardiFreize	\$3,675.00
Hardi Panel	\$51,146.00
Hardisiding Package	\$0.00
Wrap Balcony Beams & Skirt	\$6,524.00
Balcony Ceiling	\$4,147.00
Lift Equipment	\$8,344.00
Wrap Columns	\$5,398.00
West Elevation Total	\$79,234.00
Total Contract Amount	\$407,576.00

Alternates

1. Substitute .032 aluminum for Fascia in lieu of .050 aluminum that is specified (Savings of 3,500.00).

2. Substitute 4 x 10 5/16 primed Hardipanel in lieu of the 4x 10 5/16 Colorplus panels. (Savings of \$8,000.00)
3. Substitute .032 aluminum for Brick Flashing in lieu of .019 aluminum that is specified (additional cost of \$8,377.00).
4. Aluminum Package (includes Fascia, Soffit, Gutters and Brick Flashing) (\$100,014.00)

Unit Prices

1. None

END OF SECTION

Exhibit "D.1"
Instructions for "Exhibit D"

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

ERICKSON CONSTRUCTION, L.L.C.
21059 Loudoun County Parkway
Ashburn, VA, 20147

ATTN: Project Manager, Robert Hinton III

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

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

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

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

ERICKSON CONSTRUCTION, LLC.
Corporate Office
991 Corporate Blvd.
Linthicum, Maryland 21090
Attn: Contract Administrator

EXHIBIT E – PARTIAL RELEASE OF LIENS

The attached Partial Release of Liens (Exhibit E) form must be fully completed, properly executed by a authorized Corporate Officer or Owner/Proprietor with Original Signatures, Notarized, and **must be in our office at the above address no later than the last day of the month.**

If your Partial Release of Liens (Exhibit E) is not fully executed and received on a timely basis, i.e. no later than the last day of the month, previous payment not covered by a current waiver of lien will be deducted from your expected payment.

EXHIBIT F – FINAL RELEASE OF LIENS

The attached Final Release of Liens (Exhibit F) form must be fully completed, properly executed by a authorized Corporate Officers or Owner/Proprietary with original signatures, Notarized, and **must be in our office at the above address no later than the last day of the month or at issuance of Final Payment.**

NO FINAL PAYMENTS WILL BE ISSUED UNTIL FINAL RELEASE OF LIENS IS IN HAND.

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

STATE OF:

COUNTY OF:

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

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

The UNDERSIGNED being duly sworn states that he is the _____ (title)
of _____ (firm) who has a contract with _____
for furnishing _____ for the improvements being erected on
real estate known and identified as Ashby Ponds Independent Living Building 1.3 located in _____
County, State of _____ and owned by _____.

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

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

Signed this _____ Day of _____, 20 _____

By: _____
Contractor/Supplier/Subcontractor

Signature & Title (Must be an Officer)

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

My Commission Expires: _____

Notary Public Signature

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

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

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

The UNDERSIGNED being duly sworn states that he is the _____ (title)
of _____ (firm) who has a contract with _____
for furnishing _____ for the improvements being erected on real
estate known and identified as Ashby Ponds Independent Living Building 1.3 located in

County, State of _____ and owned by _____.

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

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

Signed this _____ day of _____, 20 ____.

Contractor/Supplier/Subcontractor
By: _____
(Title)

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

My Commission Expires:

Notary Public

EXHIBIT "G1"
Instructions for Exhibit "G"

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

EXHIBIT G – VENDOR/TEIR SUBCONTRACTOR LIST

The attached Vendor/Tier Subcontractor List (Exhibit G) from must be fully completed, properly executed by authorized Corporate Officer or Owner/Proprietor with Original Signatures, Notarized and must be in our office at the above address no later than the 20th day of the month.

If you Vendor/Tier Subcontractor list (Exhibit G) is not fully executed and received on a timely basis, i.e. no later that the 20th day of the month, previous payment not covered by a current waiver of lien will be deducted from your expected payment.

EXHIBIT "G"

Vendor/Tier Subcontractor List

Please identify below on the spaces provided the names of all tier subcontractors and/or vendors who will supply materials and/or services whose value will exceed \$1,000.00 to the referenced project, the contact person, addresses and telephone numbers for each.

Company Name	-----	ABC Supply
Contact	-----	Jerry Grombal
Address	-----	4111 Washington Blvd, Baltimore, MD 21227
Telephone	-----	410-247-2421
Fax	-----	410-247-2176
Company Name	-----	Roof Center
Contact	-----	Kevin Haker
Address	-----	9055 Comprint Court Suite 300, Gaithersburg, MD 20877
Telephone	-----	410-290-8210
Fax	-----	410-290-8908
Company Name	-----	
Contact	-----	
Address	-----	
Telephone	-----	
Fax	-----	
Company Name	-----	
Contact	-----	
Address	-----	
Telephone	-----	
Fax	-----	
Company Name	-----	
Contact	-----	
Address	-----	
Telephone	-----	
Fax	-----	
Company Name	-----	
Contact	-----	
Address	-----	
Telephone	-----	
Fax	-----	
Company Name	-----	
Contact	-----	
Address	-----	
Telephone	-----	
Fax	-----	
Company Name	-----	
Contact	-----	
Address	-----	
Telephone	-----	
Fax	-----	

EXHIBIT "H" Schedule A INSURANCE

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

TYPE OF COVERAGE	AMOUNT OF COVERAGE
<u>AD.1 Worker's Compensation</u> <u>Employer's Liability</u>	Statutory Limits (set by states) Bodily Injury by Accident = \$100,000. Ea. Accident Bodily Injury by Disease = \$500,000. Policy Limit Bodily Injury by Disease = \$100,000. Ea. Employee
<u>AD.2 Commercial General Liability:</u> written on ISO occurrence form and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). <u>The policy must not be limited by Residential construction exclusions regarding any and all work performed under this agreement.</u>	<u>Occurrence Form, minimum required limits:</u> General Aggregate Limit (other than Products/Completed Operations): \$1,000,000. Products/Completed Operations Aggregate Limit: \$1,000,000. Each Occurrence Limit: \$1,000,000. Personal Injury & Advertising Injury Limit: \$1,000,000. Contractual Liability: \$1,000,000.
<u>A.D.3 Business Auto Liability:</u> covering any automobile, including hired and non-owned auto's	<u>Minimum required limits:</u> Bodily Injury Each Person: \$1,000,000. Bodily Injury Each Accident: \$1,000,000. Property Damage Each Accident: \$1,000,000. Or, \$1,000,000. combined bodily injury and property damage each accident limit for all of the above
<u>AD.5 Property Insurance:</u> covering all personal property including rented, leased or borrowed tools and equipment brought on site by Subcontractor. Subcontractor hereby waives all right of recovery against Contractor, its parent company, Owner, and Operator for loss or damage to such property however caused.	Replacement Cost or Actual Cash Value

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



Application and Certificate for Payment

TO OWNER: ERICKSON RETIREMENT COMMUNITIES PROJECT 512RB24-48400-077000
115 BRINTON LAKE ROAD
GLEN MILLS, PA 19342

APPLICATION NO.:

PERIOD TO: 6/19/2009

Distribution to:

OWNER ☐

ARCHITECT ☐

CONTRACTOR ☐

FIELD ☐

OTHER ☐

CONTRACT FOR:
ERICKSON CONSTRUCTION LLC

CONTRACT DATE: 8/22/2008

PROJECT NOS.:

VIA ARCHITECT:

FROM CONTRACTOR:
Eastcoast Siding, Inc.
9693-K Gerwig Lane
Columbia, MD 21046

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 60,658.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 60,658.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 60,658.00

5. RETAINAGE:

a. % of Completed Work

(Column D + E on G703)

b. % of Stored Material

(Column F on G703)

\$ 0.00

\$ 0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 60,658.00

(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 54,592.20

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 6,065.80

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)

\$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this Month	\$ 0.00	\$ 0.00
TOTALS	\$ 0.00	\$ 0.00
NET CHANGES by Change Order	\$ 0.00	

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

CONTRACTOR: Eastcoast Siding, Inc.

By: 

State of: MD

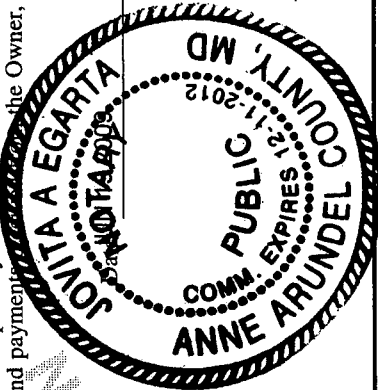
County of:

Subscribed and sworn to before

me this 19 day of June 2009

Notary Public:

My Commission expires: 12-11-2011



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

..... \$
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

Date:

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

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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AIA Document G703™ - 1992

Continuation Sheet

2 2

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

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

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

APPLICATION NO: 2

APPLICATION DATE: 6/19/2009

PERIOD TO: 6/19/2009

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)						
1	sheet metal, flashing & trim	60,658.00	60,658.00		0.00	0.00	60,658.00	0.00	0.00
		60,658.00	60,658.00		0.00	0.00	60,658.00	0.00	0.00

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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EXHIBIT "D"
APPLICATION AND CERTIFICATE FOR PAYMENT

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

DATE: 6/19/09
PROJECT: 512RB24
JOB: Maris Grove Residential Building
2.4

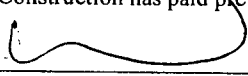
FROM: Eastcoast Trim & Siding, Inc.

APPLICANT NO.: 2
PERIOD TO:

1. Original Contract Amount	\$ 60,658. -
2. Change Orders Issued to Date (Thru C.O. #)	\$ 0
3. Contract Sum to Date (Line 1+2)	\$ 60,658. -
4. Total Completed & Stored to Date	\$ 60,658. -
5. Less Retainage (%)	\$ 0
6. Total Earned to Date Less Retainage (Line 4-5)	\$ 60,658. -
7. Less Previous Requisitions	\$ 54,592.20
8. Payment Due This Period (Line 6-7)	\$ 6,065.80

SUBCONTRACTORS AFFIDAVIT & RELEASE OF LIEN:

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

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

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

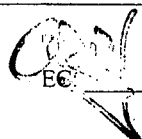

NOTES:

TO BE COMPLETED BY PROJECT MANAGER

RETAINAGE RELEASE	\$
PROGRESS BILLING	\$
RETAINAGE HELD	\$
TOTAL AMOUNT DUE	\$
PROJECT NUMBER	512RB24
COST CODE #	48400-077000
APPROVED BY	
APPROVED DATE	

FINAL PAYMENT	
PUNCH LIST COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO
WARRANTY COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO
ATTIC STOCK DELIVERED	<input type="checkbox"/> YES <input type="checkbox"/> NO
O&M (CLOSEOUT BOOK -DEL)	<input type="checkbox"/> YES <input type="checkbox"/> NO
CHANGE ORDERS COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO

FOR ACCOUNTING USE ONLY	
DATE RECEIVED	
REVIEWED BY	

 Sub: 

Erickson

construction, LLC

Transmittal

Project [512RB24] - Maris Grove
Residential Building 2.4

View Date 09/25/08

Erickson Construction, L.L.C.
115 Brinton Lake Road
Glen Mills, PA 19342
(484) 840-2840

Transmittal No. 512RB24

To	Mr. Yeum Moon EASTCOAST TRIM & SIDING, INC. 9693-K Gerwig Lane Columbia, MD 21046	Date	09/25/08
From:	Kathy Gurnee (Erickson Construction, L.L.C.) <i>KWG</i>	Items listed are being sent	
Subject	Fully Executed Subcontract	<input checked="" type="checkbox"/> Enclosed	
		<input type="checkbox"/> Under Separate Cover	
		Via	UPS - Ground
		CSI	077000 - Roof Specialties &
		Code	Accessories
cc File			

We are transmitting the following to you:

- | | | | | |
|---|--|---|--------------------------------------|----------------------------------|
| <input type="checkbox"/> Product Data | <input type="checkbox"/> Samples | <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> O&M Manuals | <input type="checkbox"/> Plans |
| <input type="checkbox"/> Architectural Drawings | <input type="checkbox"/> Letters | <input type="checkbox"/> Specifications | <input type="checkbox"/> Prints | <input type="checkbox"/> Addenda |
| <input type="checkbox"/> Engineering Drawings | <input type="checkbox"/> Change Orders | <input type="checkbox"/> Submittal | Fully Executed Contract | |

Remarks Mr. Moon,

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

- Maris Grove - RB 2.4 (512RB24 - 48400 - 077000)

Thanks.

Kathy Gurnee

Received By

Printed Name

Date

SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR

THIS SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR (this "Agreement") is made as of 08/22/2008 by and between ERICKSON CONSTRUCTION, LLC (the "Contractor"), having an address of 703 Maiden Choice Road, Baltimore, Maryland 21228, Attn: Michael Nasife; and Eastcoast Trim & Siding, Inc. (the "Subcontractor"), having an address of 9693-K Gerwig Lane, Columbia, MD, 21046.

RECITALS

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

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

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

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

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

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

1. THE SUBCONTRACT DOCUMENTS.

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

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

2. THE WORK OF THIS SUBCONTRACT.

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

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

- Exhibit B, Description of work, attached.
- The Work consists of Roof Specialties & Access. (Sub).

2.3. Subcontractor shall carefully examine the Subcontract Documents and shall promptly notify Contractor in writing of any deficiencies, discrepancies, ambiguities or errors before proceeding with the Work.

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

3. CONSTRUCTION SCHEDULE.

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

Date of Commencement: 06/02/2008

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

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

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

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

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

3.3. SUBSTANTIAL COMPLETION.

3.3.1. The Project shall be substantially completed not later than 07/28/2009, ("Substantial Completion") subject to adjustments as provided in the Subcontract Documents (see Exhibit B attached hereto for details). Subcontractor must complete its Work on the Project in the necessary time sequence to assure that the Project, including the Work and the work of Contractor and all other subcontractor's on the Project, is substantially completed by the date listed above in this Section 3.3.1.

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

4. SUBCONTRACT SUM.

4.1. SUBCONTRACT SUM. The Contractor shall pay the Subcontractor in current funds for performance of the Subcontract the Subcontract Sum of sixty thousand six hundred fifty-eight Dollars and zero Cents (\$60,658.00) subject to additions and deductions as provided in the Subcontract.

4.2. ALTERNATES.

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

 X See Exhibit C attached.

 Alternates are included in Exhibit C attached:

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

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 X See Exhibit C attached.

 Reserved Alternates are defined in Exhibit C attached:

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

 X See Exhibit C attached.

 Unit Prices are detailed in Exhibit C attached:

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

 X Estimated Cost of Work is not attached hereto.

5. CONTRACTOR.

5.1. SERVICES PROVIDED BY THE CONTRACTOR.

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

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

6. SUBCONTRACTOR.

6.1. LICENSE. The Subcontractor represents to Contractor that Subcontractor is duly licensed to perform the Work in the jurisdiction where the Project is located. Subcontractor represents that Subcontractor's License Number is 128925, Registration Number 91692, and Sales or Tax Registration Number is 52-2181728, and that all such licenses and registrations shall be maintained in full force and effect throughout the term of Subcontractor's obligations under the Subcontract, including any warranty obligations.

6.2. EXECUTION AND PROGRESS OF THE WORK.

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

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

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

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

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

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

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

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

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

6.3. LAWS, PERMITS, FEES AND NOTICES.

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

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

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

6.4. SAFETY PRECAUTIONS AND PROCEDURES.

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

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and Safety Program of Contractor. Subcontractor's employees and sub-subcontractors on the site shall obey the directives of Contractor's Project Manager, Superintendent and Safety Director. All of Subcontractor's employees, agents and contractors must attend the safety

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

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

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

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

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

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

7. CHANGES IN THE WORK.

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

- (a) By written change order signed by Contractor and Subcontractor prior to commencement specifying the changes to be made and the increase or decrease in the Subcontract Sum and extension of time, if any; or
- (b) By written direction to Subcontractor to proceed with changes in the Work, specifying the changes to be made and specifically stating that an equitable adjustment in the Subcontract Sum will be made, based on the time and materials to perform such changes; or
- (c) By written direction to Subcontractor to proceed with changes in the Work, specifying the changes to be made and specifically stating that the Subcontract Sum shall be adjusted based on actual costs of performing such changes based on time and materials, plus a fixed fee, to be set in such change order.

Contract Number: 18

7.2. OBLIGATION TO PROCEED. Subcontractor shall proceed with the changes ordered so as not to delay the Work. In the event Contractor changes the Work pursuant to 7.1(b) above, Subcontractor shall file with Contractor within seven (7) days from the date of such order Subcontractor's written itemized estimate for the cost of performing the changes to be made. If mutual agreement on the cost is reached, Subcontractor and Contractor will execute a written change order executed by the authorized officers or designees of

Contractor and Subcontractor. If mutual agreement cannot be reached and the changes are required by Contractor, the Work shall proceed and Subcontractor shall be entitled to a reasonable adjustment in the Subcontract sum and in the time for performance of the work to the extent such adjustments are focused by the Contractor's written change order. If the extra Work or changes are required by Contractor, Subcontractor does not waive its right by proceeding under protest provided it so notifies Contractor in writing within five (5) days from submittal of the itemized estimate referred to above.

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

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

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


8.2. TERMINATION BY THE CONTRACTOR.

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

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

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

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

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

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

8.5. ASSIGNMENT OF THE SUBCONTRACT.

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

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

9. MUTUAL RIGHTS AND RESPONSIBILITIES.

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

10. PROGRESS PAYMENTS.

10.1. APPLICATIONS FOR PAYMENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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11. FINAL PAYMENT.

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

requirements of the Subcontract, Subcontractor has filed a final application for payment, the Owner has issued a Certificate for Payment covering the Subcontractor's completed Work and the Contractor has received payment from the Owner. If a Certificate for Payment is not issued within forty-five (45) days of Contractor's application for payment, or the Contractor does not receive from the Owner payment within forty-five (45) days of Contractor's application for payment, and such payment is otherwise due to Subcontractor and such failure is not due to any fault of Subcontractor, final payment to the Subcontractor shall be made upon demand.

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

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

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

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

12. INSURANCE AND BONDS.

12.1. COVERAGES.

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

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

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

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

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

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

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

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

12.3. The Contractor shall promptly, upon request of the Subcontractor, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Subcontract.

12.4. Performance Bond and Payment Bond:

Bond Not Required for the payment and performance bonds. All bonds must be in the AIA312 format or equal. Cost of bond is on bonding company's invoice at standard rates. **Subcontractor must include the name of the Owner and Lender on all bonds as a dual obligee. Subcontractor can provide this information through a dual obligee rider. Two original copies of all bonds are required and should be forwarded to the Corporate Office located at 991 Corporate Boulevard, Linthicum, MD 21090.**

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

13. SETTLEMENT OF DISPUTES.

13.1. In the event of any dispute involving the Work performed or to be performed, Contractor shall issue a decision which shall be followed by Subcontractor, without interruption, deficiency, or delay. If Subcontractor does not agree with such decision, Subcontractor may make a claim under Section 7.3. and the matter shall be resolved as set forth in Article 13.2. or 13.3. as applicable. If the Subcontractor prevails, Subcontractor's sole remedy shall be an equitable adjustment determined as provided in Section 13.2. or 13.3. as applicable. In addition to notice required by Article 9 or the Subcontract Documents, notification of any claim for the equitable adjustment must be asserted in writing not later than ten (10) days after Subcontractor's knowledge of the claim, and if Section 13.2. is applicable, within sufficient time to allow Contractor to give notice to the Owner under the Subcontract Documents.

13.2. In case of any dispute between Contractor and Subcontractor, in any way relating to or arising from any act or omission of the Owner or involving the Subcontract Documents, Subcontractor agrees to be bound to Contractor to the same extent that Contractor is bound to the Owner, by the terms of the Subcontract Documents, and by any and all preliminary and final decisions or determinations made thereunder by the party, board or court so authorized in the Subcontract Documents or by law, whether or not Subcontractor is a party to such proceedings. In case of such dispute, Subcontractor will comply with all provisions of the Subcontract Documents allowing a reasonable time for Contractor to analyze and forward to the Owner any required communications or documentation. Contractor will, at its option, (1) present to the Owner, in Contractor's name, or (2) authorize Subcontractor to present to the Owner, in Contractor's name, all of Subcontractor's claims and answer the Owner's claims involving Subcontractor's Work, whenever Contractor is permitted to do so by the terms of the Subcontract Documents. Contractor will further invoke on behalf of Subcontractor, or allow Subcontractor to invoke, those provisions in the Subcontract Documents for determining disputes. If such dispute is prosecuted or defended by Contractor, Subcontractor, at its own expense, agrees to furnish all documents, statements, witnesses, and other information required by Contractor and to pay or reimburse Contractor for all costs incurred by Contractor in connection with the dispute including attorneys' fees and court costs.

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

14. MISCELLANEOUS PROVISIONS.

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

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

14.3. PRIVACY. Until Subcontractor's obligations under this Subcontract are completely fulfilled, Subcontractor agrees not to perform any Work directly for the Owner or deal directly with the Owner's representatives in connection with the Project, unless otherwise directed in writing by Contractor. All Work for this Project performed by Subcontractor shall be processed and handled exclusively by Contractor.

14.4. VEHICLES. All vehicles are to be operated in accordance with the traffic and parking rules and regulations of the Operator and the Contractor. Violation of these rules may result in the vehicle being towed at the owner's expense, and the vehicle and operator being banned from the site. All workers authorized to park within the site must obtain parking passes from the Contractor's office and must display the parking passes whenever the vehicle is on the site. Subcontractor's employees, agents and sub-subcontractors may park vehicles only in areas on or off-site as designated for parking by Owner or Contractor.

14.5. RESIDENTS OF RETIREMENT COMMUNITY. The safety and protection of the residents of the Project is of paramount importance to the Contractor. Subcontractor, its workers, suppliers, and sub-subcontractors must adhere to all traffic regulations, noise restrictions, and other safety standards established by the Contractor and the Operator. Residents of the Project must be treated with courtesy and respect at all times. In the event that the buildings are occupied while the Subcontractor is performing work on the Project, all courtesy is to be extended to the residents and precautions taken to avoid any disruption or inconvenience during this usage.

14.6. SIGNS. No signs may be placed on any portion of the site and/or building without written permission of Owner.

14.7. COMMUNICATIONS. It is agreed and understood that all communications by or through Subcontractor to the Architect, Engineer, Owner, Developer or any representative thereof shall be made through Contractor.

14.8. EXAMINATION OF PRIOR WORK. Subcontractor shall carefully examine the work of others which may affect the Work and shall notify Contractor in writing, completely detailing and supporting any apparent deficiencies therein before performing the Work; otherwise, such other Work shall be deemed acceptable to Subcontractor and Subcontractor shall be deemed to have waived all claims with respect thereto.

14.9. INVALIDITY. If any provision of the Subcontract is found to be invalid, unenforceable or unlawful, such provision shall be enforced in such manner as shall most nearly affect the intent of the parties and yet conform to the law applicable thereto and the remainder of the Subcontract Documents shall remain in full force and effect.

14.10. NOTICES. Except as stated in Section 10.1 of this Agreement, all notices, requests, approvals and other communications required or permitted to be delivered under the Subcontract must be in writing and shall be effective upon: (a) the date of delivery if hand-delivered to the other party or forwarded by facsimile to a number provided and authorized for delivery of notices by the receiving party; (b) the date of transmission if sent by telegram; (c) the date after mailing if sent by overnight commercial carrier; or (d) three (3) business days after mailing if sent by U.S. mail. Except for the use of facsimiles, if permitted, all notices must be sent to the addresses listed in the introductory paragraph of this Agreement, or to such other address as may be expressly designated in writing by either party as the correct address for notices, requests, approvals and other communications.

14.11. INDEPENDENT CONTRACTOR. Subcontractor is an independent contractor and hereby assumes all of the rights, duties, obligations and liabilities thereby arising.

14.12. WAIVER. Any failure by Contractor at any time or from time to time to enforce or require the strict performance of any of the terms or conditions hereof shall not affect or impair Contractor's right to at any time thereafter avail itself of the remedies available for the subsequent breach of such terms or conditions.

14.13. GOVERNING LAW. The Subcontract shall be governed by the law of the State in which the Project is located. No presumption shall be deemed to exist in favor of or against either party as a result of the preparation and/or negotiation of the Subcontract.

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

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

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

14.16. EXHIBITS. The following exhibits are attached hereto:

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

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

WITNESS:

CONTRACTOR
ERICKSON CONSTRUCTION, LLC

By: 

George Brown
Vice President of Construction

Dated: 09-16-08

SUBCONTRACTOR

By: 

Eastcoast Trim & Siding, Inc.
Yeum Moon
President

Dated: 9/03/08



EXHIBIT "A"
CONTRACT DOCUMENTS

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

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

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

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

Unit STDS.

Standards

Sub: Eastcoast Trim & Siding, Inc.
Cost Code: 512RB24 - 48400-077000

02/08/2008


EC:  Sub: Y.M.

EXHIBIT "B"

SUBCONTRACTOR SCOPE OF WORK

The subcontractor (Eastcoast Trim & Siding, Inc.) shall provide all materials, labor, equipment, tools, shop drawings, submittals, transportation, taxes, insurance, support functions, and any other items or services necessary for and reasonably incidental to the proper execution of the work, to complete the roofing sheet metal flashing and trim work for the Maris Grove Residential Building 2.4 project including the link to RB2.2 in accordance with the Drawings and Specifications prepared by Marks, Thomas & Associates dated February 08, 2008 in general, Specification Sections 07620 Sheet Metal Flashing and Trim, 07710 Manufactured Roof Specialties in particular, and in compliance with all applicable codes and regulations. The work shall include, but is not limited to the following:

Work shall include, but is not necessarily limited to, the following per plans and specifications:

1. Furnish and install pre-finished vented aluminum soffit in Architect selected color.
2. Provide pre-finished aluminum flashing at all wood fascia and wood trim including aluminum over plywood above balcony doors as indicated.
3. Furnish and install all aluminum gutters and down spouts (tie in down spouts into rain leaders) in color selected from manufacturer's standard selections, and transition boots to fit 6" diameter pipe. Profiles to be in accordance with Architect's details. Gutters overlapped and sealed to prevent any leakage resulting from expansion and contraction.
4. Provide warranties per the project specifications.
5. Subcontractor is responsible for all trash created from his work or by his workers from taking breaks. Trash is to be removed on a daily basis to a jobsite container provided by the Contractor. Subcontractor will continuously reinforce this stipulation to his workers. Leaving trash in or around the jobsite will not be tolerated.
6. Subcontractor must provide full-time, English speaking, on-site supervision at all times during their work. This includes anytime piece work is being done. Supervision will be an employee of the Subcontractor with whom Erickson Construction LLC has a signed contract.
7. The subcontractor must either hold weekly tool box safety talks and hand in the minutes and sign in sheet to the superintendent or attend Erickson Construction's weekly tool box safety talk.
8. Subcontractor to provide all scaffolding and man lifts as required to perform their work.
9. Subcontractor agrees to perform all his work in full compliance with OSHA standards.
10. No music will be tolerated.
11. Subcontractor must have a valid Concord Township contractor license.

12. All subcontractors shall review and enforce Erickson Construction's no smoking policy. This policy is attached for reference and distribution to all foremen working on Erickson projects. This policy is effective starting July 1, 2007.
13. Provide submittals (eight copies) for approval of each roofing product as stated in the Specifications.
14. Work hours for all trades will only be permitted on Monday thru Friday from 7:05 AM to 5:00 PM. All Saturday work and work after 5:00 PM must be pre-approved by Erickson Construction during the week prior to the Saturday when the work is to be performed. No Sunday work is permitted.
15. Subcontractor understands all construction vehicles and employees must use only the designated construction entrances located at Brinton Lake Rd. off of Rte. 1 and park only in designated areas. No construction traffic will be allowed to exit or enter off of Evergreen Dr. /Main Entrance. Exiting left onto Brinton Lake Road from the jobsite or entering right onto the job site off of Brinton Lake Road will never be allowed. Any subcontractor owned vehicle, subcontractor employee vehicles, subcontractor equipment, subcontractor's tier subcontractors and/or suppliers exiting or entering the job site other than as stipulated above will result in a minimum fine of \$500.00 per occurrence to Subcontractor. The fine amount will be deducted from the contract between Erickson Construction and Subcontractor via change order each month.
16. This subcontractor is to provide adequate and proper safety protection for its personnel and equipment and shall strictly comply with all the rules and regulations of the Federal Occupational Safety and Health Act, all other applicable health and safety laws and regulations, and of the Erickson Construction Safety Program. Hard hats, thick soled shoes (not sneakers), full length pants and shirts are to be worn by all personnel employed on the job by this Subcontractor at all times. Payments may be withheld in the form of fines for violations. Accidents to personnel of this Subcontractor, no matter how minor, will be promptly reported in detail to the Project Superintendent and/or site safety officer within twenty four (24) hours of the incident. Photographs must be taken by the Subcontractor of the accident location and copies of those and all applicable hospital reports must be submitted. Fines levied by Erickson Construction, LLC due to acts of this Subcontractor for failure to comply with the safety regulations and requirements of OSHA and all other applicable health and safety laws and regulations, will be paid by this Subcontractor or deducted from its Subcontract amount as described elsewhere in the Subcontract. This Subcontractor and its sub-subcontractors may be required to provide a copy of its Safety Program to the Project Superintendent prior to commencing work at the project site. No cost extras or time extensions will be recognized for failure to meet the requirement.

End Exhibit "B"

EXHIBIT "C"

SUBCONTRACTOR SCHEDULE OF VALUES

1. Subcontractor agrees to perform the Work in accordance with the terms and provisions of the Subcontract and in accordance with the Contract Documents. Subcontractor shall perform the Work as detailed and in accordance with the Subcontract Analysis for the sum of \$60,658.00.

Exhibit "D.1"
Instructions for "Exhibit D"

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

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

ATTN: Project Manager, Michael Nasife

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

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

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

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

ERICKSON CONSTRUCTION, LLC.
Corporate Office
991 Corporate Blvd.
Linthicum, Maryland 21090
Attn: Contract Administrator

EXHIBIT E – PARTIAL RELEASE OF LIENS

The attached Partial Release of Liens (Exhibit E) form must be fully completed, properly executed by a authorized Corporate Officer or Owner/Proprietor with Original Signatures, Notarized, and **must be in our office at the above address no later than the last day of the month.**

If your Partial Release of Liens (Exhibit E) is not fully executed and received on a timely basis, i.e. no later than the last day of the month, previous payment not covered by a current waiver of lien will be deducted from your expected payment.

EXHIBIT F – FINAL RELEASE OF LIENS

The attached Final Release of Liens (Exhibit F) form must be fully completed, properly executed by a authorized Corporate Officers or Owner/Proprietary with original signatures, Notarized, and **must be in our office at the above address no later than the last day of the month or at issuance of Final Payment.**

NO FINAL PAYMENTS WILL BE ISSUED UNTIL FINAL RELEASE OF LIENS IS IN HAND.

EXHIBIT "D"
APPLICATION AND CERTIFICATE FOR PAYMENT

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

DATE:

PROJECT: 512RB24
JOB: Maris Grove Residential Building
2.4

FROM: Eastcoast Trim & Siding, Inc.

APPLICANT NO.:
PERIOD TO:

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

SUBCONTRACTORS AFFIDAVIT & RELEASE OF LIEN:

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

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

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

NOTES:

TO BE COMPLETED BY PROJECT MANAGER

RETAINAGE RELEASE	\$
PROGRESS BILLING	\$
RETAINAGE HELD	\$
TOTAL AMOUNT DUE	\$
PROJECT NUMBER	512RB24
COST CODE #	48400-077000
APPROVED BY	_____
APPROVED DATE	_____

FINAL PAYMENT	
PUNCH LIST COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO
WARRANTY COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO
ATTIC STOCK DELIVERED	<input type="checkbox"/> YES <input type="checkbox"/> NO
O&M (CLOSEOUT BOOK -DEL)	<input type="checkbox"/> YES <input type="checkbox"/> NO
CHANGE ORDERS COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO

FOR ACCOUNTING USE ONLY	
DATE RECEIVED	_____
REVIEWED BY	_____

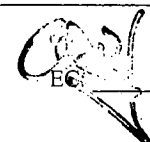

EC Sub: YM

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

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

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

The UNDERSIGNED being duly sworn states that he is the _____ (title)
of _____ (firm) who has a contract with _____
for furnishing _____ for the improvements being erected on real
estate known and identified as Maris Grove Residential Building 2.4 located in _____
County, State of _____ and owned by _____.

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

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

Signed this _____ day of _____, 20 ____.

By: _____ Contractor/Supplier/Subcontractor

(Title)

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

My Commission Expires: _____

Notary Public

EXHIBIT "G1"
Instructions for Exhibit "G"

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

EXHIBIT G – VENDOR/TEIR SUBCONTRACTOR LIST

The attached Vendor/Tier Subcontractor List (Exhibit G) from must be fully completed, properly executed by authorized Corporate Officer or Owner/Proprietor with Original Signatures, Notarized and must be in our office at the above address no later than the 20th day of the month.

If you Vendor/Tier Subcontractor list (Exhibit G) is not fully executed and received on a timely basis, i.e. no later that the 20th day of the month, previous payment not covered by a current waiver of lien will be deducted from your expected payment.

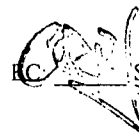
 Sub: ym

EXHIBIT "H" Schedule B INSURANCE

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

TYPE OF COVERAGE	AMOUNT OF COVERAGE (LIMITS)
<u>AD.1 Worker's Compensation</u> <u>Employer's Liability</u>	<p style="text-align: center;">Statutory Limits (set by states)</p> <p>Bodily Injury by Accident = \$100,000. Ea. Accident Bodily Injury by Disease = \$500,000. Policy Limit Bodily Injury by Disease = \$100,000. Ea. Employee</p>
<u>AD.2 Commercial General Liability:</u> written on ISO occurrence form and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). <u>The policy must not be limited by Residential construction exclusions that are applicable to the work performed under this agreement.</u>	<p style="text-align: center;"><u>Occurrence Form, minimum required limits:</u></p> <p>General Aggregate Limit (other than Products/Completed Operations): \$1,000,000. Products/Completed Operations Aggregate Limit: \$1,000,000. Each Occurrence Limit: \$1,000,000. Personal Injury & Advertising Injury Limit: \$1,000,000. Contractual Liability: \$1,000,000.</p>
<u>AD.3 Business Auto Liability:</u> covering any automobile, including hired and non-owned auto's	<p style="text-align: center;">Minimum required limits:</p> <p>Bodily Injury Each Person: \$1,000,000. Bodily Injury Each Accident: \$1,000,000. Property Damage Each Accident: \$1,000,000. Or, \$1,000,000. combined bodily injury and property damage each accident limit for all of the above</p>
<u>AD.4 Commercial Umbrella Insurance Policy:</u> or Excess Liability coverage applicable to Employers Liability, General Liability, and Automobile Liability and meeting at least the same coverage requirements under each as stated above.	<p style="text-align: center;"><u>Occurrence Form, minimum required limits:</u></p> <p>\$4,000,000. each occurrence \$4,000,000. aggregate</p>
<u>AD.5 Property Insurance:</u> covering all personal property including rented, leased or borrowed tools and equipment brought on site by Subcontractor. Subcontractor hereby waives all right of recovery against Contractor, its parent company, Owner, and Operator for loss or damage to such property however caused.	<p>Replacement Cost or Actual Cash Value</p>

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

EXHIBIT "G"

Vendor/Tier Subcontractor List

Please identify below on the spaces provided the names of all tier subcontractors and/or vendors who will supply materials and/or services whose value will exceed \$1,000.00 to the referenced project, the contact person, addresses and telephone numbers for each.

Company Name ABC Supply
Contact Jerry Gorombol
Address 4111 Washington Blvd
Telephone 410-247-2424
Fax 410-247-5476

Company Name _____
Contact _____
Address _____
Telephone _____
Fax _____

Company Name _____
Contact _____
Address _____
Telephone _____
Fax _____

Company Name _____
Contact _____
Address _____
Telephone _____
Fax _____

Company Name _____
Contact _____
Address _____
Telephone _____
Fax _____

Company Name _____
Contact _____
Address _____
Telephone _____
Fax _____

Company Name _____
Contact _____
Address _____
Telephone _____
Fax _____

Company Name _____
Contact _____
Address _____
Telephone _____
Fax _____

Company Name _____
Contact _____
Address _____
Telephone _____
Fax _____

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

STATE OF:

COUNTY OF:

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

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

The UNDERSIGNED being duly sworn states that he is the _____ (title)
of _____ (firm) who has a contract with _____
for furnishing _____ for the improvements being erected on
real estate known and identified as Maris Grove Residential Building 2.4 located in _____
County, State of _____ and owned by _____.

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

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

Signed this _____ Day of _____, 20 _____

By: _____ Contractor/Supplier/Subcontractor

Signature & Title (Must be an Officer)

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

My Commission Expires: _____

Notary Public Signature

Erickson

construction, LLC

Received
080309

Letter of Transmittal

FROM: Kathy Gurnee
Maris Grove - Construction

TO Eastcoast Exteriors
9693-K Gerwig Lane
Columbia, MD 21046

DATE	July 28, 2009
ATTN:	Yeum Moon
CAMPUS:	Maris Grove
BUILDING:	RB 2.2
RE:	Fully Executed Change Order
VIA:	U.S. Mail

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via

☐ Shop drawings ☐ Drawings/Plans ☐ Samples ☐ Specifications

☐ Copy of letter ☒ Change order ☐

COPIES	DATE	NO	DESCRIPTION
1		ECE-01	Maris Grove - RB 2.2 - Fully Executed CO #ECE-01 - \$400.00

THESE ARE TRANSMITTED as checked below:

☐ For approval ☐ Approved as submitted ☐ Resubmit _____ copies for approval

☒ For your use ☐ Approved as noted ☐ Submit _____ copies for distribution

☐ As requested ☐ Returned for corrections ☐ Return _____ corrected prints

☐ For review and comment ☐

REMARKS

Mr. Moon: Attached for your records, please find fully executed CO #ECE-01 for RB 2.2.

COPY TO File

SIGNED: *Kathy Gurnee*

Kathy Gurnee

Erickson

construction, LLC

Contract Change Order

Project: Maris Grove Residential Building 2.2

Change Order Number: ECE-01

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

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

To: Yeum Moon
Eastcoast Exteriors
9693-K Gerwig Lane
Columbia, MD, 21046
(410) 290-8160x


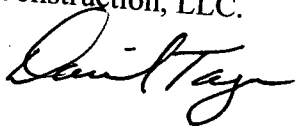
Date: 06/10/2009

Cost Code: 077000-48400

Contract For: Roof Specialties & Access. (Sub)
Description: Provide repair work to damaged gutter.

Name	Cost
Repair damaged gutter	\$400.00

Original Contract:	\$76,665.00
Previous CCO's:	\$0.00
This CCO:	\$400.00
Total Contract:	\$77,065.00

Eastcoast Exteriors		Erickson Construction, LLC.	
Signed:		Signed:	
By:	Yeum Moon, President	By:	David Tague, Vice President
Date:	6-11-09	Date:	6/25/09