

UNITED STATES BANKRUPTCY COURT Northern District of Texas (Dallas Division)

PROOF OF CLAIM

Name of Debtor: Erickson Retirement Communities, LLC

Case Number: 09-37010

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):

WILHELM COMMERCIAL BUILDERS, INC

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

Name and address where notices should be sent:

20835747002196
WILHELM COMMERCIAL BUILDERS
10979 GUILFORD ROAD STE B
ANNAPOLIS JUNCTION, MD 20701

YOUR CLAIM IS SCHEDULED AS:
Schedule/Claim ID: s923
AMOUNT/CLASSIFICATION
\$8,611.00 UNSECURED

Court Claim Number: (If known)

Filed on:

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

Telephone number:

410-880-6242

FILED FEB 16 2010 TAWANA C. MARSHALL, CLERK U.S. BANKRUPTCY COURT NORTHERN DISTRICT OF TEXAS

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: \$ 8,611.00

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.

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.

2. Basis for Claim: SERVICES PERFORMED (See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: 3500

3a. Debtor may have scheduled account as: ERICKSON COMMUNITIES (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: \$

RECEIVED

MAR 02 2010

BMC GROUP

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

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

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

If the documents are not available, please explain:

Date: 2/9/10

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.

Handwritten signature and name: SRUP OF FINANCE

FOR COURT USE ONLY

Erickson Ret. Comm. LLC



01741



TO: Erickson Communities
Mailstop 10
P.O. Box 22000
Catonsville, MD 21228-0002
Attn: Facilities Management 10190174M02

INVOICE NO. 18211

INVOICE DATE: 09/30/2009

JOB NO. 29058

JOB: Erickson Offices at UMBC

DESCRIPTION OF WORK: _____

CONTRACT AMOUNT:	<u>\$ 8,611</u>	COMPLETED TO DATE:	<u>\$ 8,611</u>
CHANGE ORDERS:	<u>\$ -</u>	RETENTION	<u>\$ -</u>
TOTAL CONTRACT AMOUNT:	<u>\$ 8,611</u>	TOTAL EARNED LESS RETAINAGE	<u>\$ 8,611</u>
		LESS PREVIOUSLY BILLED	<u>\$ -</u>
		CURRENT PAYMENT DUE	<u>\$ 8,611</u>

ORIGINAL

Erickson Retirement Communities, LLC ("Erickson")
701 Maiden Choice Lane
Baltimore, Maryland 21228

Order No.: _____
Project No.: _____
Cost Code No.: _____

Date of Contract: August 14, 2009

CONTRACT AGREEMENT

Billing Address:
Erickson Retirement Communities, LLC
705 Maiden Choice Lane
Baltimore, Maryland 21228
Attn: Facilities Management - 10117030

Firm Name:
(the "Contractor") Wilhelm Commercial Builders, Inc. Phone: 410-880-6242

Street Address: 10979 Guilford Road, Suite B Project: Erickson Offices at UMBC – Fourth Floor
5525 Research Park Drive

City, State, Zip Code: Annapolis Junction, MD 20701 Project Address: Catonsville, MD 21228

I. CONTRACT DOCUMENTS: This Contract consists of this Contract Agreement, all documents enumerated therein, including the General Conditions in Exhibit A, and any other conditions, drawings, specifications, and addenda thereof which are applicable to Contractor's Work hereunder.

II. WORK: Contractor shall furnish the required supervision, labor, materials and equipment in accordance with the work described in Exhibit B, attached and incorporated hereto (the "Work"), in connection with the construction of the Project located at 5525 Research Park Drive, Catonsville, Maryland 21228 (the "Site"). In the event of any conflict or discrepancy between the terms set forth in the body of this Contract Agreement or Exhibit A attached hereto with any terms containing in Exhibit B, the terms contained in the body of the Contract Agreement or Exhibit A shall control.

III. CONTRACT SUM: The Contract Sum shall be paid as follows (check as applicable):

- 1. Lump Sum Fee of Eight Thousand Six Hundred Eleven Dollars (\$8,611.00)
- 2. _____ Dollars per hour for services provided by Contractor and its employees
- 3. Lump Sum Fee Not to Exceed _____ Dollars
- 4. Cost of Materials not to Exceed _____ Dollars
- 5. Other:

The Contract Sum includes \$ _____ Sales Tax. The final Contract Sum shall be adjusted by written Change Order to reflect the actual cost to complete an Allowance item. Terms of Payment are outlined in Section 1 of the Terms and Conditions on reverse side. This Contract is / is not (check one) subject to retainage on all periodic payments to Contractor of 10% of the amount billed by Contractor.

IV. SCHEDULE: The date of commencement of the Work shall be August 28, 2009, and Contractor shall achieve Substantial Completion of the Work not later than September 11, 2009. Final Completion of the Work shall be accomplished on or before September 11, 2009.

V. TERMS:

A. Contractor shall carry insurance and bonds in the coverages and terms, as required by Section 13 of Exhibit A and Exhibit C (Insurance Addendum) attached hereto. Erickson expressly () requires (X) waives the payment and performance bonds. Cost of bond is on bonding company's invoice at standard rates. The Contractor shall promptly, upon request of Erickson, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Contract.

B. Contractor shall be bound by, and, at its own cost, comply with all federal, state and local laws, codes, ordinances and regulations applicable to this Contract and the performance of the Work including the Occupational Safety and Health Acts ("OSHA"). Contractor shall be duly licensed to operate under the law of the applicable jurisdictions. Contractor shall be liable to Erickson for all loss,

cost and expense attributable to any act of commission or omission by Contractor, its employees, and agents resulting from failure to comply therewith including, but not limited to, any fines, penalties or corrective measures:

C. In connection with the performance of work under this Contract, Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, handicap, color, or national origin.

D. This Contract contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representatives, warranties, or other matters, oral or written, shall be deemed to bind the parties hereto.

E. The safety and security of the visitors, guests and employees of Erickson is our primary concern. Contractors, its agents, suppliers and lower tier contractors are to comply and adhere to all traffic and parking directives, noise restrictions and any other regulations established by Erickson to ensure the serenity of the visitors, guests, and employees of Erickson.

F. This Contract shall be governed by the laws of the State of Maryland, and venue for any action arising out of this Contract shall be in Baltimore County, Maryland.

ACCEPTED AND AGREED:

Contractor: WILHELM COMMERCIAL BUILDERS, INC.

ERICKSON RETIREMENT COMMUNITIES, LLC

By: Michael A. Cowan
Paul Woods Michael A. Cowan
Title: Vice President/Estimator COO
Date: 8/31/09

By: Robert J. Albright
Robert J. Albright
Title: Senior Director of Facilities Management
Date: 8/26/09

APPROVED AS TO LEGAL SUFFICIENCY SO/LMS

THIS IS A FIRM OFFER, WHICH IS AUTOMATICALLY REVOKED UNLESS ACCEPTED BY WILHELM COMMERCIAL BUILDERS, INC. WITHIN 30 DAYS OF THE DATE STATED IN THE UPPER LEFT HAND CORNER OF THIS CONTRACT.

EXHIBIT A
GENERAL CONDITIONS

1. Terms of Payment:

a. By the twentieth (20) day of each month in which work for the Project was performed, Contractor shall send to Erickson an invoice showing the cost of all work completed on the Project during the preceding month based on the rates of labor, performed by Contractor, plus Contractor's itemization of any materials used during the preceding month. All invoices must reference the project, vendor and cost code numbers indicated on the first page of this Contract. Payment shall be made on or about the fifth (5th) day of each month following receipt of Contractor's invoice. Notwithstanding the foregoing, payments to Contractor may be withheld on account of (i) defective Work not remedied, (ii) claims filed, (iii) damage to Erickson or another Contractor or (iv) failure to carry out the Work in accordance with this Contract.

b. If the Contract Sum is subject to retainage, the aggregate amount of the retainage, subject to offset for defects and deficiencies, shall be paid to Contractor within sixty (60) days of Contractor's submission of a final invoice after final completion of the Work and acceptance thereof by Erickson. No periodic payment by Erickson shall be deemed to constitute acceptance of any faulty or defective Work.

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

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

2. Contractor's Investigation and representation: Contractor has, prior to the execution of this Contract Agreement, (a) by its own independent investigation ascertained (i) the conditions involved in performing the Work, and (ii) the obligations of this Contract Agreement as they relate to the Prime Contract and (b) verified all information furnished by Erickson or others satisfying itself as to the correctness and accuracy of that information.

3. Contractor's Failure to Perform: If, in the opinion of Erickson, Contractor shall at any time refuse or fail to provide sufficient properly skilled workers or materials of the proper quality, fail in any respect to prosecute the Work according to the current schedule, or fail to comply with any provision of this Contract, then after serving three (3) days written notice, unless the conditions specified in such notice shall have been eliminated within such three (3) days, Erickson may, at its option (i) without voiding the other provisions of this Contract take such steps as are necessary to overcome the condition, in which case the Contractor shall be liable to Erickson for the cost thereof; or (ii) terminate this Contract for default. In the event of termination for default, Erickson may, at its option, utilize any or all of the following: (1) enter on the Site for the purpose of completing the Work and take possession of all materials and equipment of Contractor, (2) require Contractor to assign to Erickson any or all of its Contracts or purchase orders involving the Project, or (3) complete the Work either by itself or through others, by whatever methods as shall be accepted by Erickson. If Erickson's cost to complete the Work exceeds the unpaid balance then due under this Contract, Contractor shall pay Erickson the difference within five (5) business days following Erickson's demand for same.

4. Contractor's Responsibility:

a. Contractor shall be liable to Erickson for all costs Erickson incurs as a result of Contractor's failure to perform this Contract in accordance with its terms. Contractor's failure to perform shall include the failure of its suppliers and/or Contractors of any tier to perform the Work. Contractor's liability shall include, but is not limited to (1) damages and other delay costs payable by Erickson; (2) Erickson's increased costs of performance costs resulting from Contractor-caused delays or improper Contractor work; (3) warranty and rework costs; (4) liability to third parties; and (5) Erickson's attorney's fees and related costs due to Contractor's liability hereunder.

b. If any person (including employees of Contractor) suffers injury or death, or any property is damaged, lost or destroyed, in whole or part, due to the negligence or misconduct of Contractor, its employees, agents or lower-tier Contractors, then the Contractor shall assume the liability therefore and shall (at Erickson's option) defend any action, pay all costs, including attorney's fees, and satisfy any

judgements entered against Erickson regard thereto and Contractor further agrees to Erickson, and its agents, employees and sureties harmless.

c. Contractor is responsible for coordination of its work with other Erickson contractors so as not to delay or cause interference with the overall progress and final completion. Contractor understands and agrees to work closely and in harmony with various contractors that are performing work on the site.

d. Contractor agrees to take such steps as are reasonably necessary to assure that contractor's activities do not disturb the operations of Erickson.

5. Testing:

a. Erickson reserves the right to require Contractor to perform from time to time, at Contractor's cost, drug testing of all or any Contractor's agents, employees, and sub-Contractors who perform work under this Contract. Such testing must be done with testing companies selected or approved by Erickson. Contractor may not permit any tested individuals to return to the Site until test results are received by Erickson, and Erickson must prohibit from the Site any persons that test positively for drug use. Erickson shall be entitled to prohibit from the Site any person that Erickson deems to be disruptive to the smooth construction of the Project.

b. Erickson requires Contractor to provide to Erickson, from time to time, a criminal history records check in such form and from such providers as are acceptable to Erickson, on all of Contractor's employees, agents and sub-Contractors who perform work under this Contract. Contractor may not let any employee return to the Site until such criminal history records check is received by Erickson. Erickson shall be entitled to prohibit from the Site any person that Erickson deems to have an unacceptable criminal history records check. In addition, Erickson requires Contractor to perform a criminal history records check for each of the Contractor's employees, agents and sub-Contractors as required by any federal, state or local laws.

6. Time of Performance: Contractor will proceed with the Work in a prompt and diligent manner, in accordance with Erickson's current schedule for the Work. Contractor is required to coordinate the Work so as not to impede the progress of the work required to be provided. Time is of the essence.

7. Erickson Changes: Erickson may at any time make changes in the Work either:

a. By written change order signed by Erickson and Contractor prior to commencement of such changes, specifying the changes to be made and the increase or decrease on the Contract Sum and extension of time, if any; or

b. By written direction to Contractor to proceed with changes in the Work, specifying the changes to be made and specifically stating that an equitable adjustment in the Contract Sum will be made, based on the time and materials to perform such changes.

8. Warranty: Contractor warrants to Erickson that all material and equipment required for the Work shall be new unless otherwise specified and that the Work shall be of good quality, free from faults and defects, and in conformance with the Prime Contract. Contractor shall be liable for latent defects, faulty materials and faulty workmanship for a period of one (1) year from the date the Work was accepted by Erickson or such other period as may be stated in this Contract or the specifications. This warranty is in addition to, and not in limitation of, any other warranty or remedy required by law, under any manufacturer's warranty or, as to the Work, as required by this Contract or the specifications.

9. Termination for Convenience: Erickson shall have the right to terminate this Contract for convenience of Erickson, by providing Contractor with a written notice of termination, to be effective upon receipt by Contractor. If this Contract is terminated for convenience, Contractor shall be paid a prorata percentage of the Contract Sum equal to the percentage of the Work in place, less payment previously paid to Contractor. In no event shall Contractor be entitled to receive payment for anticipated profits for unperformed Work.

10. Approvals: Contractor shall deliver to Erickson copies of shop drawings, cuts, samples and materials lists required by Erickson in accordance with this Contract within sufficient time so as not to delay performance of the Project. Erickson's review of shop drawings, cuts, samples and material lists is only for convenience in following the Work and such review shall not relieve Contractor from responsibility for any deviations from the requirements of this Contract.

11. Clean-Up: Contractor shall clean up and remove all debris resulting from its Work in a manner that will not impede with the progress of the Project. If Contractor fails to comply with this Article within 24 hours after receipt of notice of noncompliance from Erickson, Erickson may perform such necessary clean-up and deduct the cost, plus 25% for overhead, from any amounts due to Contractor.

12. Taxes and Permits: Contractor shall pay for, comply with and hold Erickson harmless against the payment of all contributions, taxes or premiums which may be payable by Erickson or Contractor under federal, state or local laws arising out of the performance of this Contract, and all sales, use or other taxes of whatever nature levied or assessed against Erickson or Contractor arising out of this Contract, including any interest or penalties. Contractor shall obtain and pay for all permits, license, fees and certificates of inspection necessary for the prosecution and completion of the Work, and shall arrange for all necessary inspection and approvals by public officials.

13. Insurance and Bonds:

1. INSURANCE.

a. Contractor shall, prior to commencing any Work, effect and maintain throughout the term of this Contract, and in some instances beyond the term of this Contract, insurance coverage in accordance with the insurance amounts and limits set forth on Exhibit C.

b. 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 Erickson and Contractor. All Coverage must be maintained without interruption from date of commencement of the Work and throughout the warranty period unless otherwise specified on Exhibit C. Erickson, together with their employees, officers, agents, members and directors, and Lender, shall be named as additional insureds under Contractor's Commercial General Liability policies, Completed Operations policies, Automobile Liability policies, and the Umbrella/Excess Insurance policies. Contractor shall continue Additional Insured status for all entities under completed operations insurance for as long as the Contractor continues to purchase such coverage or until the statute of repose limitations expire, which ever comes first. The additional insured coverage is to be provided by ISO form CG20100704 and 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 Contract.

c. Contractor shall furnish Erickson with an original certificate(s) of insurance, copies of additional insured endorsements from applicable insurance policies, and other required documentation, signed by a duly authorized agent of each insurance company shown and be otherwise acceptable to Erickson, prior to the commencement of the Contractor's Work, and within ten (10) days of the expiration of any insurance policy required herein. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate, with required endorsements, evidencing continuation of such coverage shall be submitted to Erickson upon request. If requested by Erickson, Contractor shall provide certified copies of all such required policies within ten (10) days of such request.

d. The certificates of insurance, and the insurance policies required by this Section 13 shall contain an endorsement that coverages afforded under the policies will not be cancelled or allowed to expire until at least (30) days prior written notice has been given to Erickson. Contractor must immediately notify Erickson of any cancellation, non-renewal, or restriction of the coverage that takes place during the term of the Contract.

e. No payments shall be made to Contractor until satisfactory documentation as required herein is received and accepted by Erickson.

f. The insurance provisions of this Contract shall not be construed as a limitation on the Contractor's responsibilities and liabilities pursuant to the terms and conditions of the Contract, including, but not limited to, liability for claims in excess of the insurance limits and coverages set forth herein. Erickson does not in any way represent that the insurance or limits of liability specified above are sufficient or adequate to protect the interests or liability of the Contractor and are only minimums.

g. All required insurance policies shall contain a waiver of subrogation by the insurance carrier in favor of Erickson.

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

2. WAIVERS OF SUBROGATION. To the extent covered by insurance applicable to the Work, Erickson and Contractor waive all rights for damages caused by fire or other perils against (1) each other and any of their Contractors, sub-Contractors, agents and employees, each of the other, and (2) Erickson, except such rights as they may have to proceeds of such insurance held by Erickson as fiduciary. The Contractor shall require of the Contractor's sub-Contractors, 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.

EXHIBIT B
DESCRIPTION OF WORK

Per attached proposal dated August 24, 2009 (1 Page)



Revised Proposal

Erickson Retirement Community
719 Maiden Choice Lane
Baltimore, MD 21228
Mr. Robert Albright, Director of Facilities Management

Date: August 24, 2009
Re: Erickson Offices at UMBC
Fourth Floor
5525 Research Park Drive
Catonsville, MD 21250
Est # 09- 262 (Revised)

Attention: Mr. Robert Albright, Director of Facilities Management

We are pleased to present herewith our proposal for performing the general construction of the above referenced facility in accordance with the following drawings and clarifications:

<u>Drawing</u>	<u>Date</u>	<u>Prepared By</u>
None Listed	N.A.	N.A.

- All work to be performed during normal working hours.
- The project will achieve substantial completion within two to three weeks of receipt of signed proposal, selection of finishes, and any long lead items. Nothing figured for Permits.
- Install two new offices on fourth floor. Doors, Frames, and Hardware provided by Owner, install one Sprinkler Head, add 4 outlets, 2 switches, and 2 ring & string, add insulation above new walls.
- Disconnect two furniture feeds, replace one furniture feed with outlet, cap off one with blank plate.
- Nothing figured for Mechanical work.
- All drawings, engineering and design to be provided by owner.
- We are not responsible or will be held liable for any existing field or hidden conditions that do not meet building codes.
- All Systems Furniture work is by Owner.
- This proposal is subject to review if not accepted within 30 days.
- Our Proposal is subject to quantities and unit prices per the attached estimate break out.

The work as outlined above will be performed for: \$8,611.00
Terms of payment: Bi-weekly requisitions, balance Net 30 days after date of invoice.

We appreciate the opportunity of presenting this proposal. Should you wish us to proceed with this work, please indicate your acceptance by signing and returning one copy of this proposal to us for our files.

Sincerely,
Wilhelm Commercial Builders, Inc.

Paul Woods
Vice President / Estimator

Accepted by: _____ Date: _____

Title: _____

Wilhelm Commercial Builders, Inc.
10979 Guilford Road, Suite B, Annapolis Junction, MD 20701
Balt. Area Phone (410) 880-6242 - Wash. Area Phone (301) 206-5454
Fax (410) 792-9494 - Fax (301) 206-9494

**EXHIBIT C
INSURANCE ADDENDUM**

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

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

*Refer to Exhibit A, Section 13.1(b) for additional insured requirement

Erickson: _____
 Contractor: mac