

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:

20835747001077
BALTIMORE WATERPROOFING INC
PO BOX 72717
BALTIMORE, MD 21237

YOUR CLAIM IS SCHEDULED AS:
Schedule/Claim ID: s1062
AMOUNT/CLASSIFICATION
\$4,158.16 UNSECURED

Court Claim Number:
(if known)

Filed on:

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

Telephone number:

FILED

FEB 23 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: \$ 4158.16
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.) See attached invoice

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

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

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

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

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: 1-12-10

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.

FOR COURT USE ONLY

Erickson Ret. Comm. LLC



01767

SCHEDULE OF VALUES

FORM WT-002

PAGE 2 OF 3 PAGES

FROM: Baltimore Waterproofing, Inc.

PROJECT:

Matis Grove 22

0

WT-0001 APPLICATION FOR PAYMENT containing Contractor's signed Certification is attached

APPLICATION NUMBER:

8

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

DATE:

5/20/2009

PERIOD TO:

5/31/2009

A	B	C	D WORK COMPLETED		E	F	G		H	I
ITEM NO	DESCRIPTION OF ITEM	SCHEDULED VALUE	FROM PREVIOUS APPLICATIONS (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE	
1	Waterproofing	70,000.00	70,000.00	-	-	70,000.00	100%	-	-	
2	C/O #1 - Waterproofing Repairs	2,388.18	2,388.18	-	-	2,388.18	100%	-	-	
3	C/O #2 - Joint Sealants	10,775.00	10,775.00	-	-	10,775.00	100%	-	-	
		83,163.18	83,163.18	-	-	83,163.18	100%	-	-	

CHANGE ORDER SUMMARY SHEET

WT-0003

PAGE 3 OF 3 PAGES

FROM: Baltimore Waterproofing, Inc.

Application Number: 8
 Date: 5/20/2009
 Period To: 5/31/2009
 PO #: 0

		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months.			
Approved this Month			
Number	Date Approved		
1		\$ 2,388.18	
2		\$ 10,775.00	
Totals		\$ 13,163.18	
Net Change by Change Orders		\$ 13,163.18	

**TRADE CONTRACTOR'S PARTIAL RELEASE
WAIVER OF LIEN AND AFFIDAVIT**

To: ERICKSON CONSTRUCTION, LLC

RE: PO#: 0

Attn: Buck Schaaf/Randy Craig
115 Brinton Lake Road
Glenn Mills, PA 19342

OWNER: _____
PROJECT: Maris Grove 2.2
CURRENT INVOICE NO.: 8
FOR THE PERIOD ENDING: 5/31/2009

The undersigned Contractor, in consideration of the payments previously made and payment for the period covered by the invoice set forth above, hereby waives and releases all mechanic's, materialman's or other liens and, to the fullest extent permitted by law, all rights to file any such liens in the future, and all claims and demands against Construction Manager, Owner, and the real property on which the project is located, in any manner arising out of work, labor, services, equipment or materials, performed or furnished by Contractor, its subcontractors and suppliers, in connection with the Project and trade contract, through the period covered by the current invoice and all previous invoices. The release does not apply to retention, nor to extra work which Contractor has been authorized to proceed with by the Construction Manager, but for which payment has not yet been approved.

Except as noted below, Contractor acknowledges and represents that for the period and work covered by all previous invoices for which has received payment:

1. Contractor has paid in full all amounts for subcontracts, labor, materials and rented equipment.
2. Contractor has properly applied previous payments to pay all outstanding invoices related to the Project.
3. Contractor is aware of no claims nor any circumstances that could give rise to any future claims against Construction Manager, Owner, Architect or other Trade Contractor on the Project.
4. All payroll, withholding, sales and other taxes, union benefits, insurance premiums and any other amount required by law, regulation or agreement to be paid in connection with labor, materials, and equipment for the Project have been paid in full.

List exceptions, if any:

Contractor represents that the amounts set forth below are correct and that the amount of the current payment due will be applied promptly to full payment of all outstanding amounts due from Contractor to others in connection with the Project.

Contract Sum to Date	\$ 83,163.18
Total Completed and Stored to Date	\$ 83,163.18
Total Retention to Date	\$ -
Total Earned Less Retention	\$ 83,163.18
Less Previous Payments	\$ 79,005.02
Current Payment Due	\$ 4,158.16

BY: Baltimore Waterproofing, Inc.
(Name of Subcontractor)

BY: Andrew Kellenberger/Vice President
(Signature, Printed Name and Title), Duly Authorized Agent of Subcontractor

STATE OF Maryland
(CITY)(COUNTY) OF Harford) to wit:

On this 20 day of May, 2009, appeared before me Andrew F. Kellenberger and he/she made oath in due form of law that the facts, information and representations set forth in the foregoing Trade Contractor's Partial Release, Waiver of lien and Affidavit, are true and accurate to the best of his/her knowledge, information and belief.

Holly G. Harvey
Notary Public

Holly G. Harvey
Notary Public
My Commission expires:
Harford County
Maryland
My commission expires on:
9/27/2011

9/27/2011

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

STATE OF:)	Original Contract Amount:	\$ 70,000.00
) S.S.	Approved Change Orders:	\$ 13,163.18
COUNTY OF:)	Adjusted Contract Amount:	\$ 87,163.18
		Completed to Date:	\$ 83,163.18
		Retention:	\$ 0
		Total Earned (Less Retention):	\$ 83,163.18
		Previous Payments:	\$ 79,005.02
		Current Payment:	\$ 4,158.16
		Contract Balance:	\$ 0

TO: Baltimore Waterproofing, Inc.
 _____ (Title Insurer)
 _____ (Lender)
 _____ (Owner)
 _____ (Contractor)

The UNDERSIGNED being duly sworn states that he is the Vice President (title) of Baltimore Waterproofing Inc. (firm) who has a contract with Erickson Construction LLC for furnishing waterproofing + caulking for the improvements being erected on real estate known and identified as Maris Grove Residential Building 2.2 located in Concord, Delaware County, State of Pennsylvania and owned by Concord Campus, LP

The UNDERSIGNED, for and in consideration of the sum of Four thousand one hundred fifty-eight and ¹⁶/₁₀₀ dollars (\$ 4,158.16) in payment of invoice or application dated 5/20/09 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 6/1, 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 CTP's form F-3926 - Contractors and Subcontractors Affidavit, attach same hereto and upon request furnish waivers from said parties).

Signed this 20 day of May, 2009.
 By: Baltimore Waterproofing, Inc.
 Contractor/Supplier/Subcontractor

 (Title)

Signed and sworn to before me this 20 day of May, 2009.

My Commission Expires: 9/27/11 Dorothy H. Harvey
 Notary Public

Holly G. Harvey
 Notary Public
 Harford County
 Maryland
 My commission expires on:
 9/27/2011
 Page 1 of 1

EC: [Signature] Sub: [Signature]

EXHIBIT "D"
APPLICATION AND CERTIFICATE FOR PAYMENT

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

DATE: 5/20/09

PROJECT: 512RB22
JOB: Residential Building 2.2
APPLICANT NO.: 8
PERIOD TO: 5/31/09

FROM: Baltimore Waterproofing, Inc.

1. Original Contract Amount	\$ 70,000.00
2. Change Orders Issued to Date (Thru C.O. # 2)	\$ 13163.18
3. Contract Sum to Date (Line 1+2)	\$ 83163.18
4. Total Completed & Stored to Date	\$ 83163.18
5. Less Retainage (0 %)	\$ 0
6. Total Earned to Date Less Retainage (Line 4-5)	\$ 83163.18
7. Less Previous Requisitions	\$ 79005.02
8. Payment Due This Period (Line 6-7)	\$ 4158.16

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:** 5/20/09
 (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 #	48400-071000
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	_____