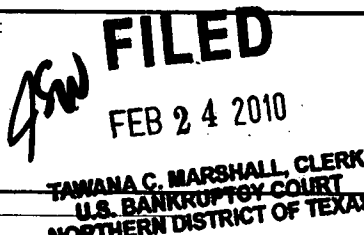
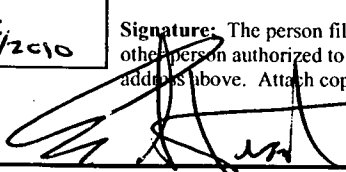



UNITED STATES BANKRUPTCY COURT Northern District of Texas (Dallas Division)		PROOF OF CLAIM
Name of Debtor: Erickson Construction, LLC		Case Number: 09-37016
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment 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):		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where notices should be sent: <div style="display: flex; justify-content: space-between;"> <div> 20835747000042 W H BOYER, INC 2945 ROUTE 97 GEORGIA AVENUE, EXT GLENWOOD, MD 21738 </div> <div> YOUR CLAIM IS SCHEDULED AS: Schedule/Claim ID: s1106 AMOUNT/CLASSIFICATION \$413,799.64 UNSECURED [Contingent/Unliquidated/Disputed] SEE LETTER ATTACHED </div> </div>		
Name and address where payment should be sent (if different from above): <div style="text-align: center;">  </div>		<input type="checkbox"/> 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. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
Telephone number: 410-442-2100		
1. Amount of Claim as of Date Case Filed: \$ _____ If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim.
2. Basis for Claim: <u>GOODS SOLD & SERVICES RENDERED</u> (See instruction #2 on reverse side.)		<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).
3. Last four digits of any number by which creditor identifies debtor: <u>9242</u> 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		<input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. §507 (a)(4).
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe: <u>FURNISHED LABOR MATERIALS TO INSTALL LANDSCAPE PLANTING, SEEDS, SOIL, SIDE FURNITURES, FERTILIZER AND UNDER GROUND IRRIGATION SYSTEM AS PER CONTRACT.</u> Value of Property: <u>\$80,417.90</u> Annual Interest Rate: <u>5</u> % (SEE MECHANIC'S LIEN ATTACHED) Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ <u>80,417.90</u> Amount Unsecured: \$ <u>346,038.78</u>		<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(____).
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:		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.
Date: <u>2/23/2010</u> Signature:  EVAN S. DIAMOND VICE PRESIDENT 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  01775

MEMORANDUM FOR MECHANICS LIEN CLAIMED BY SUBCONTARCTOR

Name and Address of Owner:

ASHBURN CAMPUS, LLC
c/o Erickson Retirement Communities
701 Maiden Choice Lane
Baltimore, MD 21228

Name and Address of
General Contractor:

CONSTRUCTION
ERICKSON CONSTRUCTION, LLC,
991 Corporate Blvd.
Linthicum Heights, MD 21090


Name and Address of Claimant:

WARREN H. BOYER, INC.
2945 Route 97
Glenwood, MD 21738

1. Type of material or services furnished: Landscape plantings, seed, sod, site furnishing, gazebo, trellises and irrigation.
2. Amount claimed: \$80,568.43
3. Type of structure on which work done or materials furnished: Landscape work for (5) Residential buildings, (1) Community building and general site of retirement community.
4. Brief description and location of real property: St. John & Beaumeade, Parcel B1, see 20061215-0104677 for derivation of title, 21125 Cardinal Pond Terrace and 21170 Ashby Ponds Boulevard, Ashburn, VA 20147. Project 557-SW1.0
5. Date from which interest on the above amount is claimed: February 23, 2010

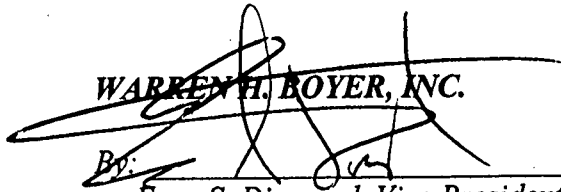
It is the intent of the claimant to claim the benefit of the lien.

Date: February 23, 2010


2010022300240
Loudoun County, VA Pgs: 2
02/23/2010 3:33:52PM
Gary M. Clemens, Clerk

COPY

WARREN H. BOYER, INC.

By: 
Evan S. Diamond, Vice President

AFFIDAVIT

STATE OF MARYLAND

COUNTY OF Howard, to-wit:

I, Leone B Kohlman, a Notary Public for the county and State aforesaid, do certify that Evan S. Diamond, Vice President of Warren H. Boyer, Inc., claimant, this day made oath before me in my county aforesaid the Erickson Construction, LLC is justly indebted to claimant in the sum of \$80, 568.43, for the consideration stated in the foregoing Memorandum, and that the same is payable as therein stated.

GIVEN under my hand this 23 day of February, 2010

Leone B Kohlman (SEAL)
Notary Public

My Commission Expires: 1/23/11

Registration Number:



WH BOYER, Inc.
LANDSCAPE SERVICES

WH Boyer, Inc.
2945 Route 97
Glenwood MD 21738
410-442-2100

License: 13031468

STATEMENT

Statement Date: 10/27/2009

Billed To: Erickson Construction, LLC
703 Maiden Choice Ln
Baltimore MD 21228

Project: Anns Choice 4

Invoice#	Due Date	Description	Amount	Paid/Credit	Now Due
950	01/04/2008	App 1 & 2	48,019.00	43,217.10	4,801.90
1059	04/17/2008	App #3	14,873.60	13,386.24	1,487.36
Totals:			62,892.60	56,603.34	6,289.26

Current	1-30 Days	31-60 Days	61-90 Days	91+ Days	Retention
0.00	0.00	0.00	0.00	6,289.26	0.00

Please Pay This Amount

6,289.26

Contract Summary

Original Contract Amount	0.00
Net Changes to Date	0.00
New Contract Amount	0.00
Total Invoiced to Date	87,364.60
Remaining Balance on Contract	-87,364.60

Terms: All invoices are due and payable within 30DY of receipt. A service charge of 24.00 % per annum will be computed on all amounts overdue on regular statement dates.

Thank you for your prompt payment.

EXHIBIT "D"

APPLICATION AND CERTIFICATE FOR PAYMENT

TO: ERICKSON Construction, L.L.C.
 703 Maiden Choice Lane
 Baltimore, MD 21228

DATE: March 24, 2008

FROM: W. H. Boyer, Inc.
 2945 Rt. 97, Glenwood, MD 21738

PROJECTS: 519SW40
 Job: Neighborhood 4 Sitework
 APPLICANT NO. 4 **FINAL** RET - CLOSE JOB.
 PERIOD TO: Mar. 31, 2009

1. Original Contract Amount	\$798120.36	✓	✓
2. Change Orders Issued to Date (Thru C.O. # <u>1</u>)	\$-735227.40	✓	✓
3. Contract Sum to Date (Line 1+2)	\$62891.60	✓	✓
4. Total Completed & Stored to Date	\$62892.60	✓	✓
5. Less Retainage (<u> </u> %)	\$0.00		✓
6. Total Earned to Date Less Retainage (Line 4-5)	\$62892.60		✓
7. Less Previous Requisitions	\$56603.34	✓	✓
8. Payment Due This Period (Line 6-7)	\$6289.26		✓

Erickson Construction
 Morris Grove

MAR 30 2009

RECEIVED

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: 3/26/09
 (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

FINAL

RETAINAGE RELEASE	\$ 6,289.26
PROGRESS BILLING	\$ 0
RETAINAGE HELD	\$ 0
TOTAL AMOUNT DUE	\$ 6,289.26 ✓
PROJECT NUMBER	519SW40
COST CODE #	48400-029000
APPROVED BY	<u>[Signature]</u> ✓
APPROVED DATE	<u>3/30/09</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 HICK - 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	_____

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER: Erickson Construction, LLC

PROJECT: Arco's Choice 2

APPLICATION NO. 4

4

Distribution to:

101 Johnsonville Blvd.
Warrington, PA 18974

FROM CONTRACTOR:

VIA ARCHITECT

W. L. Howell, Inc.

2945 Rd 97

Glenwood, MD 21758

CONTRACT FOR:

PERIOD TO 03/31/2009

PROJECT NOS. 3155W40

CONTRACT DATE 03/27/2007

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	796,120.00
2. Net change by Change Orders	\$	(735,227.40)
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	62,892.60
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	62,892.60
5. RETAINAGE		
a. % of Complete Work	\$	0
b. (Column E on G703)	\$	
c. % of Summed Material	\$	
d. (Column F on G703)	\$	
Total Retainage (Line 5a + 5b + 5c + 5d)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	62,892.60
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	36.60
8. CURRENT PAYMENT DUE	\$	62,892.60
9. BALANCE TO BE PAID INCLUDING RETAINAGE (Line 7 less Line 8)	\$	2.60

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved at previous months by Owner		
Total approved this Month	\$2.30	\$735,227.40
TOTALS		\$735,227.40
NET CHANGES by Change Order		(\$735,227.40)

All income and cost data, and other information for this application, AIA Document G702, is based on the Contractor's records and is subject to audit by the Architect.

The Architect certifies that the information is true and correct as far as the Architect is concerned.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Contractor has been paid for the Work covered by this Application for Payment in full for the period shown on the Application for Payment. The Contractor has been paid for the Work covered by this Application for Payment in full for the period shown on the Application for Payment.

CONTRACTOR

[Signature]

Date 3/26/09

State of MD
I, *[Signature]*, Secretary of the Contractor, do hereby certify that the Contractor has been paid for the Work covered by this Application for Payment in full for the period shown on the Application for Payment.

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data submitted by the Contractor, 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 \$

The Architect certifies that the information is true and correct as far as the Architect is concerned.

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor and shall be paid by the Owner in full for the period shown on the Application for Payment.

The Architect certifies that the information is true and correct as far as the Architect is concerned.

Erickson

construction, LLC

March 20, 2009

Change order #1

WH Boyer, Inc
2945 Georgia Avenue
Glenwood, MD. 21738
Attn: Evan Diamond-President
Subject: Ann's Choice (Contract Termination Deductive Change Order SW 4:0)

Cost Code: 519SW40.48400.029000-----Landscaping Contract

ORIGINAL CONTRACT: \$798,120.00
CONTRACT TERMINATION DEDUCTIVE CHANGE ORDER: (-\$735,227.40)
REVISED CONTRACT AMOUNT: \$ 62,892.60

Erickson Construction
Maris Grove

MAR 30 2009

Witness: 

Date: 3/26/09

WH Boyer, Inc
Evan Diamond President

Date: 3/26/09

Witness: 

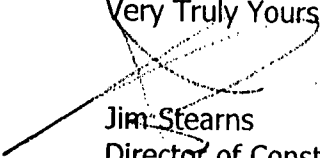
Date: 4/3/09

Erickson Construction L.L.C.
George Brown Vice President

Date: 04-03-09

Following execution of this deductive change order please submit your final requisition to me for retention being held on this project in the amount of \$6,289.26.

Very Truly Yours


Jim Stearns
Director of Construction
Erickson Construction L.L.C.
115 Brinton Lake Road
Glen Mills, PA 19342

Contract Number: 3

SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR

THIS SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR (this "Agreement") is made as of 09/13/2007 by and between ERICKSON CONSTRUCTION, LLC (the "Contractor"), having an address of 703 Maiden Choice Road, Baltimore, Maryland 21228, Attn: Scott B. Simonsen; and W.H. Boyer, Inc., Landscape Services (the "Subcontractor"), having an address of 2945 Georgia Avenue, Glenwood, MD, 21738.

RECITALS

A. The Contractor has made a contract for construction dated as of 07/27/2007 (the "Prime Contract") with Warminster 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 Sitework NH4, 701 Johnsville Boulevard, being part of a project known as Ann's Choice, located in Warminster, PA (the "Project").

C. The Architect for the Work (as such term is defined in Section 2.1 below) is Bohler Engineering, Inc. (the "Architect"), having an address of 1600 Manor Drive, Chalfont, PA, 18914.

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 Ann's Choice 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 Landscaping (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: 3

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: 08/27/2007

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 10/30/2009, ("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 seven hundred ninety-eight thousand one hundred twenty Dollars and zero Cents (\$798,120.00) 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:

EC: [Signature] Sub: [Signature]

Contract Number: 3

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 13247931, Registration Number 13758417, and Sales or Tax Registration Number is 01265785, 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.

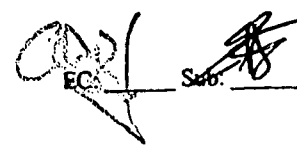
6.2. EXECUTION AND PROGRESS OF THE WORK.

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


ECB Sub.

Contract Number: 3

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

Contract Number: 3

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

EC Sub 80

Contract Number: 3

(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 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

Contract Number: 3

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 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; Scott B. Skonsen 701 Johnsville Boulevard, Warminster, PA, 18974 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.

EC: 

Contract Number: 3

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.

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

EC-22 Sub: 18

Contract Number: 3

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.

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 E, 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 Q 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.

EC: [Signature] Sub: [Signature]

Contract Number: 3

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

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

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

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

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

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

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

Bond Required for the payment and performance bonds. All bonds must be in the AIA312 format or equal. Cost of bond is on bonding company's invoice at standard rates. Subcontractor must include the names of the Owner and Lender on all bonds as a dual 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.

Contract Number: 3

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.

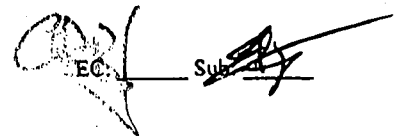
14.9. INVALIDITY. If any provision of the Subcontract is found to be invalid, unenforceable or unlawful, such provision shall be enforced in such manner as shall most nearly affect the intent of the parties and yet conform to the law applicable thereto and the remainder of the Subcontract Documents shall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

EC Sub 

Contract Number: 3

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
Exhibit I - Payment Bond
Exhibit J - Performance Bond

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

WITNESS:

Julie Adolphi

Al Haller

CONTRACTOR
ERICKSON CONSTRUCTION, LLC

By:

George Brown
Vice President of Construction

Dated: 10-20-07

SUBCONTRACTOR

By:

W.H. Boyer, Inc., Landscape Services
Evan Diamond
Vice President

Dated: 10/16/07

EC Sub

EXHIBIT "A"

Drawings and Specifications as prepared by Bohler Engineering, Inc., MKW & Associates, LLC, and Marks, Thomas & Associates dated June 4, 2007
Ann's Choice - Site Work 4.0

<u>Drawing No.</u>	<u>Rev.</u>	<u>Description</u>	<u>Date</u>
21.01	0	COVER SHEET (RECORD PLAN)	06/04/2007
21.02	0	ZONING BOUNDARY & SUBDIVISION RECORD PLAN	06/04/2007
21.03	0	OVERALL SITE (RECORD) PLAN	06/04/2007
21.04	0	GENERAL INFORMATION SHEET (RECORD PLAN)	06/04/2007
21.05	0	SITE (RECORD) PLAN	06/04/2007
21.06	0	EXISTING CONDITIONS AND DEMOLITION PLAN	06/04/2007
21.07	0	GRADING PLAN	06/04/2007
21.08	0	UTILITY PLAN	06/04/2007
21.09	0	SITE, GRADING, AND UTILITY PLAN	06/04/2007
21.10	0	SITE, GRADING, AND UTILITY PLAN	06/04/2007
21.11	0	SITE, GRADING, AND UTILITY PLAN	06/04/2007
21.12	0	SITE, GRADING, AND UTILITY PLAN	06/04/2007
21.13	0	SITE, GRADING, AND UTILITY PLAN	06/04/2007
21.14	0	SITE, GRADING, AND UTILITY PLAN	06/04/2007
21.15	0	SITE, GRADING, AND UTILITY PLAN	06/04/2007
21.16	0	EROSION & SEDIMENT POLLUTION CONTROL PLAN	06/04/2007
21.17	0	FIRETRUCK TURNING PLAN	06/04/2007
21.18	0	TRUCK TURNING PLAN	06/04/2007
21.19	0	SIGNAGE PLAN	06/04/2007
21.20	0	ROAD PROFILE	06/04/2007
21.21	0	ROAD PROFILE	06/04/2007
21.22	0	STORMWATER PROFILES	06/04/2007
21.23	0	STORMWATER PROFILES	06/04/2007
21.24	0	STORMWATER PROFILES	06/04/2007
21.25	0	SANITARY PROFILES	06/04/2007
21.26	0	SANITARY PROFILES	06/04/2007
21.27	0	SITE DETAIL SHEET	06/04/2007
21.28	0	SITE DETAIL SHEET	06/04/2007
21.29	0	STORM WATER DETAIL SHEET	06/04/2007
21.30	0	STORM WATER DETAIL SHEET	06/04/2007
21.31	0	STORM WATER DETAIL SHEET	06/04/2007
21.32	0	SEWER & WATER DETAIL SHEET	06/04/2007
21.33	0	SOIL EROSION & SEDIMENT POLLUTION CONTROL DETAIL SHEET	06/04/2007
21.34	0	SOIL EROSION & SEDIMENT POLLUTION CONTROL DETAIL SHEET	06/04/2007
21.35	0	ROOF DRAIN TABLES	06/04/2007
22.01	0	OVERALL LANDSCAPE AND TREE RELOCATION PLAN	06/04/2007
22.02	0	LANDSCAPE AND MATERIALS PLAN	06/04/2007
22.03	0	LANDSCAPE AND MATERIALS PLAN	06/04/2007
22.04	0	LANDSCAPE AND MATERIALS PLAN	06/04/2007

EC: [Signature] SUB: [Signature]

22.05	0	LANDSCAPE AND MATERIALS PLAN	06/04/2007
22.05A	0	LANDSCAPE AND MATERIALS PLAN	06/04/2007
22.06	0	CB 4.0 FRONT LANDSCAPE AND MATERIALS ENLARGEMENT PLAN	06/04/2007
22.07	0	CB 4.0 FRONT LAYOUT AND GRADING PLAN	06/04/2007
22.08	0	CB 4.0 COURTYARD LANDSCAPE AND MATERIALS PLAN	06/04/2007
22.09	0	CB 4.0 COURTYARD LAYOUT AND GRADING PLAN	06/04/2007
22.10	0	LIGHTING PLAN	06/04/2007
22.11	0	DETAILS	06/04/2007
22.12	0	DETAILS	06/04/2007
22.13	0	DETAILS	06/04/2007
22.14	0	PLANTING DETAILS, PLANT LIST, AND NOTES	06/04/2007
22.15		IRRIGATION PLAN	06/04/2007
90.00		LEGEND ABBREVIATIONS AND DETAILS	06/04/2007
90.01	0	PRIMARY POWER SITE POWER	06/04/2007
90.02	0	EMERGENCY POWER MASTER PLAN	06/04/2007
90.03	0	TELEPHONE AND DATA MASTER RUN	06/04/2007
90.04	0	FIRE ALARM MASTER PLAN	06/04/2007
90.05	0	CATV/MATV SYSTEM MASTER PLAN	06/04/2007
90.06	0	CCTV MASTER PLAN	06/04/2007
90.07	0	E-CALL MASTER PLAN	06/04/2007
90.08	0	PRIMARY POWER RISER DIAGRAM	06/04/2007
90.09	0	PART PLAN SUBSTATION YARD	06/04/2007
90.10	0	SITE PLAN LIGHTING	06/04/2007
90.11	0	PATH LIGHTING PART PLAN	06/04/2007
90.12	0	PATH LIGHTING PART PLAN	06/04/2007
Section		SPECIFICATIONS	
2550		SITE IMPROVEMENTS	06/04/2007
2811		IRRIGATION	06/04/2007
2900		LANDSCAPE	06/04/2007
16000		GENERAL REQUIREMENTS FOR DIVISION 16 WORK	06/05/2007
16119		UNDERGROUND DUCTS AND UTILITY STRUCTURES	06/05/2007
16124		MEDIUM VOLTAGE CABLES	06/05/2007
16195		ELECTRICAL IDENTIFICATION	06/05/2007
16202		GROUNDING	06/05/2007
16321		PAD-MOUNTED TRANSFORMERS	04/13/2007
16340		SERVICE ENTRANCE METAL-ENCLOSED 15 KV SWITCHGEAR	06/05/2007
16350		WIRES AND CABLES	06/05/2007
16600		LIGHTING AND ACCESSORIES	06/05/2007
16741		SITE UNDERGROUND CABLE PLANT	07/27/2005

EC  SUB 

EXHIBIT "B"
SCOPE OF WORK
LANDSCAPE

This subcontractor shall furnish and install all materials, labor, tools, and equipment to complete the Ann's Choice Landscape/Irrigation Work for Phase IV in accordance with the contract specifications and documents described on the Final Land Development Plans and specifications as prepared by Bohler Engineering, Inc., MKW & Associates, LLC, and Marks, Thomas Architects dated March 20, 2007 and revised per Township Comments on June 4, 2007, and in compliance with all applicable federal, state, and local codes and regulations. The Work shall include, but is not limited to the following:

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

A. General Scope Issues:

1. This subcontractor is to procure and use the proper equipment and materials to complete the work in the most cost effective and safe method. Prior to beginning this work the contractor will attend a pre construction meeting with representatives of Erickson Construction, LLC and the Architect to discuss means and methods. Safe work methods are a must and this contractor is to submit his project specific safety plan for this work.
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.
3. Work hours for all trades will only be permitted on Monday thru Friday from 7:00 AM to 3:30 PM. All work on Saturday, Sunday, and work after 3:30 PM must be pre-approved by Erickson Construction during the week prior to when the work is to be performed.
4. Subcontractor must have a valid Warminster Township contractor's license to perform work at Ann's Choice.
5. Abide by all OSHA standards, rules and regulations.
6. 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 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.

7. Erickson Construction reserves the right to issue Erickson Safety Violation Citations at the discretion of Erickson Construction. Safety Violation Citations carry penalties ranging from a warning to removal from the project depending on the severity of the violation or repeated violations. A copy of the Erickson Safety Violation Citation is included in the invitation to bid for this project.
8. Subcontractor is required to attend all project meetings when their trade has work included on the project 2 week look ahead or at the direction of Erickson Construction personnel. Failure to attend meetings as required may lead to a penalty at the discretion of the Erickson Construction Project Manager.
9. Subcontractor understands all construction vehicles and employees must use the designated construction entrances and park only in designated areas.
10. Subcontractor to furnish one (1) laborer once a week for a composite clean-up crew to be directed by the Erickson Construction Superintendent. For each week this sub contractor works on this project the sub contractor will provide one man day of labor. This labor crew is for broom sweeping, not removing the daily debris of the sub contractor.
11. Subcontractor will not be permitted to play radios.
12. Smoking is allowed only in areas approved by the Project Manager and Superintendent. Smoking is always prohibited in buildings.
13. Subcontractor must have an English speaking foreman onsite at all time when their workers are onsite and work is taking place.
14. 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.
15. 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.

16. A project two week look ahead schedule will be distributed in the field to all Subcontractors on a weekly basis. Weekend work may be utilized to make-up days for the lost work days during the week. However, if work days during the week are lost due to the fault of the Subcontractor, or the Subcontractor has fallen behind, weekend work will be required at no additional cost to the Contractor.
17. Obtain and pay for all permits, inspections, bonds, etc. required for the work as set out under this contract, and perform all tests and inspections as required by the work of this subcontract, the governing authorities, and/or the prevailing local building codes beyond the testing and inspection already provided by the Contractor.
18. Includes all applicable local, state, and federal sales tax.
19. 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.
20. 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).
21. All Subcontractors will be responsible for the rigging and hoisting of all their necessary equipment and material. There will be no hoist provided for this project. This Subcontractor shall furnish labor and material and equipment to erect, dismantle and install any scaffold required to complete this Subcontractor's work.
22. All material delivered to the site shall be protected from weather at all times and shall receive and be stored at the jobsite in an approved manner as established by the Construction Manager.
23. The Subcontractor is required within two (2) weeks after award of Contract, or authorization to proceed, to have submitted a detailed listing of all shop drawings and/or submittals required by the Contract Documents.
24. The Subcontractor shall produce and submit shop drawings and equipment data in accordance with the requirements of the Contract Documents and in a sequence consistent with the needs of the Project and/or coordination requirements. All submittals to be submitted in a quantity of eight (8) sets each.

B. Landscape Specific Issues:

1. The work includes all labor and material to complete the landscaping work for neighborhood 4 in accordance with the contract documents, local governing

authorities, and prevailing local building codes.

2. The work includes all landscaping and irrigation work for neighborhood 4 Project complete including all Residential Buildings, Courtyards, and the Community Building.
3. All plantings, shrubs, bushes, trees, etc. will be of the species and size as per the documents, any substations will be at the approval of the landscape designer and Erickson Construction.
4. Furnish and install all required layout for this subcontract work only.
5. Provide proper maintenance of traffic control for the safe completion of this scope of work. Any required closing and redirection of traffic must be coordinated through the Erickson Construction Superintendent and will require appropriate safety barricades, signage and flagmen so as to minimize the disruption to the flow of the construction traffic.
6. Subcontractor is responsible for the locating all known U/G utilities prior to excavating. Damage to underground utilities due to the failure of the subcontractor not locating utilities will be the responsibility of this subcontractor. Sub contractor will coordinate with the other site contractors to assure this work is completed.
7. Includes red line as-builts for work performed under this subcontract. This includes all plantings and irrigation systems noting control locations, valve stations, and types of heads.
8. Subcontractor includes individual mobilizations to complete grading and plantings around each building prior to the building's turnover date. Tentative substantial completion of the Neighborhood 4 project is October 30, 2009.
9. Furnish and install all landscape plantings in accordance with the contract documents. Include installing and removing the stakes and guys as required. One year from completion of the work all guys and stakes are to be removed.
10. Furnish and install all sod in accordance with the contract documents. Provide haying and seeding of all other areas per the documents.
11. Furnish labor and material for all plant transplanting in accordance with the contract documents. Temporary relocation of transplanted trees includes mulching and maintaining the trees until such time as can be relocated.
12. Furnish and install all benches, trash receptacles, tables, ash urns, tables, and other landscape furniture as per the contract documents.
13. Furnish and install all decorative pots with gravel, soil mix, and flowers in accordance with the contract documents.
14. Furnish and install all trellis work in accordance with the contract documents. This includes the trellis work at the pool patio as per the documents.

15. Included but not limited to is the design, furnish, and install of the landscape irrigation in all courtyards and areas as designated on drawing 22.15.
16. Furnish 90 day maintenance on all planting, sod, and seed areas following final acceptance. Final acceptance of seed areas will not occur until all areas have grass.
17. Topsoil for use in landscape plantings are to be from onsite stockpiles. Importing of topsoil is excluded. This landscaper will test and add appropriate mixes to provide topsoil as specified in the planting areas.
18. Contractor to provide onsite nursery staging area as required for transplanted materials. A water supply will be provided by Erickson within 200 feet of the transplant storage area.
19. Excludes temporary seeding, fire lane pavers, backflow preventer and sub meter, landscape drains, and irrigation water supply.
20. This work excludes removal of temporary seed and hay due to temporary stabilization of soils for out of season building turnovers to install SOD or final seeding.
21. This work excludes the warranty for transplanted trees and bushes.
22. The Preliminary scheduled for the Landscaping Phase 4 work is; turnover and substantial completion of buildings CB4.0, RB4.1, and RB4.2 March 1, 2009, turnover and substantial completion of RB4.3 June 1, 2009, and turnover and substantial completion of the remainder of Neighborhood 4 October 1, 2009.
23. Includes bond.

EXHIBIT "C"
Schedule of Values

I. 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 Agreement for the sum of \$798,120.00. The contract price and cost of the Work is good for the life of the Contract.

Landscape Plantings	\$297,472.16
Sod	\$84,150.50
Hydroseed	\$14,196.70
Transplants	\$47,594.00
Trellis	\$51,385.00
Irrigation System	\$178,800.00
Benches (39)	\$33,072.00
Flower Pots Mod. TF4080 (2)	\$1,430.00
Bird Feeder (03)	\$1,656.00
Ash Urns (16)	\$6,000.00
Trash Receptacles (19)	\$16,967.00
Low Side Table (16)	\$6,064.00
Sundials (2)	\$8,800.00
90 Day Maintenance	\$41,780.00
Bond	\$8,753.00
Total	\$798,120.00

T/M Rate Schedule

A. Equipment

Description	Rate
Pickup Truck	\$100/Day
Crew Cab	\$100/Day
Backhoe	\$ 60/Hr
Dingo	\$ 60/Hr
Skid Loader	\$ 60/Hr
Sod Roller	\$ 60/Hr
Mini Excavator	\$ 75/Hr
Cat Track Loader	\$ 95/Hr
Large Hydro-seeder	\$ 100/Hr 8 hr Min
Mini Hydro-seeder	\$ 100/Hr 4 hr Min
Straw Blower	\$ 100/Hr 8 hr Min
Large Dump Truck	\$ 65/Hr 4 hr Min

ERICKSON CONSTRUCTION, LLC:
W.H. BOYER, Inc.

Crew Cab with Dump Body	\$ 250/Day
Equipment Drop Charge	\$ 200/Day
Sod Cutter	\$ 100 Day
Plate Tamper	\$ 50/ Day
Power Seeder	\$ 350/Day
Aerovator	\$ 350/Day
Core Aerator	\$125/Day

B. Labor

Description	Rate
Superintendent	\$55/Hr
Operator	\$45/Hr
Foreman	\$45/Hr
Labor	\$25/Hr

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.
701 Johnsville Boulevard
Warminster, PA, 18974

ATTN: Project Manager, Scott B. Simonsen

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.

EC:  Sub: 

APPLICATION AND CERTIFICATE FOR PAYMENT

Baltimore, MD 21228

Contracts include sitework, site electrical, landscaping, and fencing

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	519SW40
COST CODE #	48400-029000
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 "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 Sitework NH4 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 Sitework NH4 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 CIT'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

EC: _____ Sub: _____

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 _____
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 _____

Company Name _____
Contact _____
Address _____
Telephone _____
Fax _____

EC: _____ Sub: 

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.


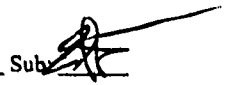
EC:  Sub: 

EXHIBIT "H" Schedule 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.)


 Sub

EXHIBIT "I"

Payment Bond

AIA Document A312 – Electronic Format

- Subcontractor must include the name of the Owner and Lender as Dual Oblige.
- Subcontractor may provide this information in the form of a Dual Oblige Rider.
- Two original copies of all bonds are required and should be forwarded to the Corporate Office located at: 991 Corporate Blvd., Linthicum, MD 21090.



EC  Sub 

EXHIBIT "J"

Performance Bond

AIA Document A312 – Electronic Format

- Subcontractor must include the name of the Owner and Lender as Dual Oblige.
- Subcontractor may provide this information in the form of a Dual Oblige Rider.
- Two original copies of all bonds are required and should be forwarded to the Corporate Office located at: 991 Corporate Blvd., Linthicum, MD 21090.

EC:  Sub



W.H. BOYER, Inc.
LANDSCAPE SERVICES

WH Boyer, Inc.
2945 Route 97
Glenwood MD 21738
410-442-2100

License: 13031468

STATEMENT

Statement Date: 10/27/2009

Billed To: Erickson Construction, LLC
21222 Ashby Ponds Blvd.
Ashburn VA 20147

Project: Ashby Neighborhood 1

Invoice#	Due Date	Description	Amount	Paid/Credit	Now Due
1072	04/19/2008	App #1	187,700.00	178,315.00	9,385.00
1216	07/27/2008	App 2	21,328.00	20,261.60	1,066.40
1246	08/14/2008	App #3	175,015.56	166,264.78	8,750.78
1283	09/18/2008	App 4	393,574.96	373,896.21	19,678.75
1291	08/22/2008	Irrigation	63,798.00	60,608.09	3,189.91
1334	10/19/2008	App 5	109,782.18	104,293.08	5,489.10
1377	11/19/2008	App 7	176,848.90	168,006.46	8,842.44
1533	02/21/2009	CO2 Sod @ 1.3	12,689.16	12,054.70	634.46
1607	04/18/2009	App #9	238,918.60	226,972.67	11,945.93
1660	05/27/2009	App 10	38,806.32	36,866.01	1,940.31
1692	06/19/2009	App 11	113,326.30	107,659.98	5,666.32
1776	08/21/2009	App 12-13	79,580.53	75,601.50	3,979.03
Totals:			1,611,368.51	1,530,800.08	80,568.43

Current	1-30 Days	31-60 Days	61-90 Days	91+ Days	Retention
0.00	0.00	0.00	3,979.03	76,589.40	0.00

Please Pay This Amount

80,568.43

Contract Summary	Original Contract Amount	0.00
	Net Changes to Date	0.00
	New Contract Amount	0.00
	Total Invoiced to Date	1,611,368.51
	Remaining Balance on Contract	-1,611,368.51

Terms: All invoices are due and payable within 30DY of receipt. A service charge of 24.00 % per anum will be computed on all amounts overdue on regular statement dates.

Thank you for your prompt payment.

EXHIBIT "D"
APPLICATION AND CERTIFICATE FOR PAYMENT

TO: **ERICKSON Construction, L.L.C.**
703 Maiden Choice Lane
Baltimore, MD 21228

DATE: July 22, 2009

FROM: **W. H. Boyer, Inc.**
2945 Rt. 97, Glenwood, MD 21738

PROJECTS: 557SW10
Job: Site Work NH1
APPLICANT NO. 14
PERIOD TO: July 31, 2009

1. Original Contract Amount	<u>\$1655210.00</u>
2. Change Orders Issued to Date (Thru C.O. #19)	<u>\$-43841.49</u>
3. Contract Sum to Date (Line 1+2)	<u>\$1611368.51</u>
4. Total Completed & Stored to Date	<u>\$1611368.51</u>
5. Less Retainage (<u> </u> %)	<u>\$.00</u>
6. Total Earned to Date Less Retainage (Line 4-5)	<u>\$1611368.51</u>
7. Less Previous Requisitions	<u>\$1530800.08</u>
8. Payment Due This Period (Line 6-7)	<u>\$80568.43</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: Paul J. Oll 'See 12 Date: 7/22/09
(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>519-</u>
COST CODE #	<u> </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>

TO OWNER Erickson Construction, LLC
703 Maiden Choice Ln.
Baltimore, MD 21228

PROJECT:

Ashby Ponds Neighborhood 1

APPLICATION NO

14

Distribution to:

☐ OWNER☐ ARCHITECT☐ CONTRACTOR

PERIOD TO: 07/31/2009

FROM CONTRACTOR:

VIA ARCHITECT:

W. H. Boyer, Inc.
2945 Rt. 97, Glenwood, MD 21738

PROJECT NOS.

CONTRACT FOR: Landscaping

CONTRACT DATE 06/11/2007

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.

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.

1. ORIGINAL CONTRACT SUM \$ 1,655,210.00
2. Net change by Change Orders \$ (43,841.49)

3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 1,611,368.51
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,611,368.51

5. RETAINAGE:

a. 0 % of Completed Work \$ 0
(Column D + E on G703)
b. % of Stored Material \$

(Column F on G703)
Total Retainage (Lines 5a + 5b or

Total in Column I of G703)

\$ 0.00

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)

\$ 1,611,368.51

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

\$ 1,530,800

\$ 80,568.51

8. CURRENT PAYMENT DUE

\$ 0.00

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	\$130,744.31	
Total approved this Month	\$3,535.00	\$178,120.80
TOTALS	\$134,279.31	\$178,120.80
NET CHANGES by Change Order		(\$43,841.49)

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA® © 1992

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20005-5252

CONTRACTOR: W. H. Boyer, Inc.

By: Paul A. Davis Date: 7/22/09State of: MDCounty of: HowardSubscribed and sworn to before me this 22 day of July 2009Notary Public: Kenneth B. GaleMy Commission expires: 7/23/11

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the 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.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 14
APPLICATION DATE: 07/22/2009
PERIOD TO: 07/31/2009

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

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY D OR E	G TOTAL		H BALANCE TO FINISH	I RETAINAGE (IF VARIABLE)
			FROM PREVIOUS	THIS PERIOD		COMPLETED (D+E+F)	% (G ÷ C)		
	Landscape Plantings	\$732,022.00	\$732,022.00			\$732,022.00	100.00%		\$0.00
	Reforestation Plantings	\$29,221.00	\$29,221.00			\$29,221.00	100.00%		\$0.00
	Sodding	\$127,742.20	\$127,742.20			\$127,742.20	100.00%		\$0.00
	Hydroseed	\$29,968.80	\$29,968.80			\$29,968.80	100.00%		\$0.00
	Irrigation	\$242,000.00	\$242,000.00			\$242,000.00	100.00%		\$0.00
	Clifton Benches	\$46,640.00	\$46,640.00			\$46,640.00	100.00%		\$0.00
	Low Side Tables	\$5,306.00	\$5,306.00			\$5,306.00	100.00%		\$0.00
	Trash Receptacles	\$16,074.00	\$16,074.00			\$16,074.00	100.00%		\$0.00
	Chemsford Table	\$4,512.00	\$4,512.00			\$4,512.00	100.00%		\$0.00
	Armchair	\$7,712.00	\$7,712.00			\$7,712.00	100.00%		\$0.00
	Umbrellas	\$2,058.00	\$2,058.00			\$2,058.00	100.00%		\$0.00
	Precast Planters	\$9,422.00	\$9,422.00			\$9,422.00	100.00%		\$0.00
	Long Shadow Planter	\$2,755.00	\$2,755.00			\$2,755.00	100.00%		\$0.00
	Relocate Flag Pole	\$2,000.00	\$2,000.00			\$2,000.00	100.00%		\$0.00
	Temp Gardens w/Stone Path	\$51,852.00	\$51,852.00			\$51,852.00	100.00%		\$0.00
	Garden Shed w/Concrete Pad	\$7,000.00	\$7,000.00			\$7,000.00	100.00%		\$0.00
	Bird House	\$850.00	\$850.00			\$850.00	100.00%		\$0.00
	Landscape Boulders	\$5,400.00	\$5,400.00			\$5,400.00	100.00%		\$0.00
	Stone Edging	\$1,650.00	\$1,650.00			\$1,650.00	100.00%		\$0.00
	Gazebo	\$67,955.00	\$67,955.00			\$67,955.00	100.00%		\$0.00
	Deck	\$36,050.00	\$36,050.00			\$36,050.00	100.00%		\$0.00
	Pavilion	\$39,015.00	\$39,015.00			\$39,015.00	100.00%		\$0.00
	Aluminum Trellis/Eng & Shop Drawg.	\$111,377.00	\$111,377.00			\$111,377.00	100.00%		\$0.00
	90 Day Maint	\$59,100.00	\$59,100.00			\$59,100.00	100.00%		\$0.00
	P&P Bond	\$17,528.00	\$17,528.00			\$17,528.00	100.00%		\$0.00
	CO1 Landscape Changes	\$26,245.87	\$26,245.87			\$26,245.87	100.00%		\$0.00
	CO2 Sod @ 1.3 and Temp Trail Work	\$12,689.16	\$12,689.16			\$12,689.16	100.00%		\$0.00
	CO3 Footings/Waterproof/Backfill	\$14,400.00	\$14,400.00			\$14,400.00	100.00%		\$0.00
	CO4 Remove Asphalt/Misc Repairs	\$3,907.48	\$3,907.48			\$3,907.48	100.00%		\$0.00
	CO5 Changes per ASI 4&5	\$2,739.14	\$2,739.14			\$2,739.14	100.00%		\$0.00
	CO6 Changes per ASI #8.2	\$1,377.83	\$1,377.83			\$1,377.83	100.00%		\$0.00
	CO7 Provide Hose Bib	\$1,631.65	\$1,631.65			\$1,631.65	100.00%		\$0.00
	CO8 Alternate Shed	(\$1,800.00)	(\$1,800.00)			(\$1,800.00)	100.00%		\$0.00
	CO9 Changes per ASI #07	\$6,089.75	\$6,089.75			\$6,089.75	100.00%		\$0.00
	GRAND TOTALS	\$1,722,490.88	\$1,722,490.88			\$1,722,490.88	100.00%	\$0.00	\$0.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

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: 14
APPLICATION DATE: 07/22/2009
PERIOD TO: 07/31/2009
ARCHITECTS PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
	Previous Page	\$1,722,490.88	\$1,722,490.88			\$1,722,490.88	100.00%		\$0.00
	CO10 Changes / ASI 10, 11.1, 12 & 13	\$7,198.17	\$7,198.17			\$7,198.17	100.00%		\$0.00
	CO11 Additional work per ASI 20	\$23,354.47	\$23,354.47			\$23,354.47	100.00%		\$0.00
	CO12 Additional work per ASI 11	\$5,892.14	\$5,892.14			\$5,892.14	100.00%		\$0.00
	CO13 In field changes prior to opening	\$11,783.78	\$11,783.78			\$11,783.78	100.00%		\$0.00
	CO14 Changes per ASI 18.1	\$203.97	\$203.97			\$203.97	100.00%		\$0.00
	CO15 Changes per ASI 19	\$1,897.93	\$1,897.93			\$1,897.93	100.00%		\$0.00
	CO16 Changes per RFI 181	\$5,177.26	\$5,177.26			\$5,177.26	100.00%		\$0.00
	CO17 Upgrade to sod at ILB's 1.4&1.5	\$7,955.71	\$7,955.71			\$7,955.71	100.00%		\$0.00
	CO18 Trip Charges for Pavilion Trellis	\$3,535.00	\$3,535.00			\$3,535.00	100.00%		\$0.00
	CO19 Delete remaining work	(\$178,120.80)	(\$178,120.80)			(\$178,120.80)	100.00%		\$0.00
	GRAND TOTALS	\$1,611,368.51	\$1,611,368.51	\$0.00	\$0.00	\$1,611,368.51	100.00%	\$0.00	\$0.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

Erickson

construction, LLC

POSTED
7/22/09

Contract Change Order # 85235

Project: Ashby Ponds Sitework Phase I
Project Address: 21222 Ashby Ponds Blvd.
Ashburn, Va 20147

Change Order Number: 19

557SW10

From: Lawrence Tressler
Ashby Ponds Sitework Phase I
Erickson Construction, LLC.
21222 Ashby Ponds Blvd.
Ashburn, Va, 20147

To: Evan Diamond
W.H. Boyer, Inc., Landscape Services
2945 Georgia Avenue
Glenwood, MD, 21738
(410) 442-2100x

Date: 07/21/2009

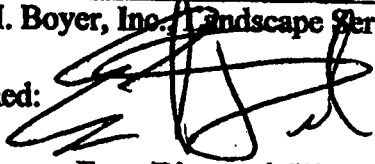
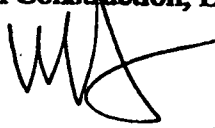
Cost Code: 029000-48400

Contract For: Landscaping (Sub)

Description: Credit for the deletion of remaining work not installed in the area of building 1.6 and pond #1.

Name	Cost
Delete Remaining work	\$-178,120.80

Original Contract:	\$1,655,210.00
Previous CCO's:	\$134,279.31
This CCO:	\$-178,120.80
Total Contract:	\$1,611,368.51

W.H. Boyer, Inc. Landscape Services	Erickson Construction, LLC.
Signed: 	Signed: 
By: Evan Diamond, Vice President	By: William J. Brattain
Date: 7/21/09	Date: 8/4/2009

RECEIVED

AUG - 6 2009

Construction
Finance

Contract Number: 10

SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR

THIS SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR (this "Agreement") is made as of 11/20/2007 by and between ERICKSON CONSTRUCTION, LLC (the "Contractor"), having an address of 703 Maiden Choice Road, Baltimore, Maryland 21228, Attn: Lawrence Tressler; and W.H. Boyer, Inc., Landscape Services (the "Subcontractor"), having an address of 2945 Georgia Avenue, Glenwood, MD, 21738.

RECITALS

A. The Contractor has made a contract for construction dated as of 06/11/2007 (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 Site Work Phase I, 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 Dewberry & Davis LLC (the "Architect"), having an address of 1503 Edwards Ferry Road, Leesburg, VA, 20176.

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 Landscaping (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.

EC 1066

Contract Number: 10

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 12/01/2010, ("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 one million six hundred fifty-five thousand two hundred ten Dollars and zero Cents (\$1,655,210.00) 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:

Contract Number: 10

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 13247921, Registration Number 13758717, and Sales or Tax Registration Number is 01865505, 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

Contract Number: 10

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

Contract Number: 10

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.

Contract Number: 10

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

Contract Number: 10

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; Lawrence Tressler 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.

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.

Contract Number: 10

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.

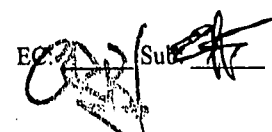
12.1.1. Before the Subcontractor commences any Work pursuant to this Subcontract, the Subcontractor shall obtain and maintain throughout the term of the Subcontract, insurance of the types and in the minimum amounts set forth on Exhibit H. Self-insured retentions and/or deductibles may not be more than 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.

EQ 221 Sub 

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 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.**

ECR Sub

14.1. GENERAL CONDITIONS. Where reference is made in this Agreement to a provision of the General Conditions of 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.


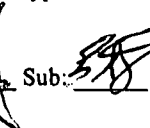
14.11. INDEPENDENT CONTRACTOR. Subcontractor is an independent contractor and hereby assumes all of the rights, duties, obligations and liabilities thereby arising.

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.

EC:  Sub: 

Contract Number: 10

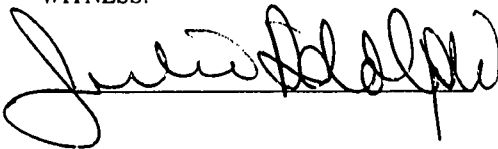
14.15. CONTRACTOR AND SUBCONTRACTOR PAYMENT ACT. Duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available at law or in equity. 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
Exhibit I - Payment Bond
Exhibit J - Performance Bond

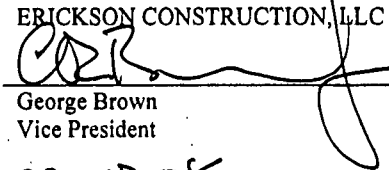
This Agreement entered into as of the day and year first written above.

WITNESS:



CONTRACTOR
ERICKSON CONSTRUCTION, LLC

By:

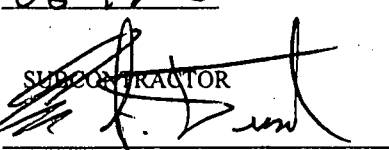

George Brown
Vice President

Dated:

02-12-08

SUBCONTRACTOR

By:


W.H. Boyer, Inc., Landscape Services
Evan Diamond
Vice President

Dated:

2/13/08



EXHIBIT "A"

Drawings and Specifications

<u>Drawing No.</u>	<u>Rev.</u>	<u>Description</u>	<u>Date</u>
<u>Neighborhood 1 – Add. #3 Landscape Drawings</u>			
L22.00		Cover Sheet	5/25/07
L22.11		Overall Site Plan	5/25/07
L22.12		Layout Plan	5/25/07
L22.13		Layout Plan	5/25/07
L22.14		Layout Plan	5/25/07
L22.21		Site Entrance Enlargement Plan	5/25/07
L22.22		Gate House Enlargement Plan	5/25/07
L22.23		Pond #4 Enlargement Plan	5/25/07
L22.24		CB1 Front Entry Enlargement Plan	5/25/07
L22.25		Entry Enlargement Plans	5/25/07
L22.26		CB1 Court Yard Enlargement Plan	5/25/07
L22.27		Campus Identification Enlargement Plan	5/25/07
L22.28		Pond #1 Enlargement Plan	5/25/07
L22.29		Community Garden Enlargement and Patios Plan	5/25/07
L22.31		Construction Details: Site Walls	5/25/07
L22.32		Construction Details: Site Walls	5/25/07
L22.33		Construction Details: Site Walls	5/25/07
L22.34		Construction Details: Wall Coping	5/25/07
L22.35		Construction Details: Signage	5/25/07
L22.36		Construction Details: Signage	5/25/07
L22.37		Construction Details: Pavement	5/25/07
L22.38		Construction Details: Fences and Railings	5/25/07
L22.39		Construction Details: Fences and Railings	5/25/07
L22.40		Construction Details: Decking	5/25/07
L22.41		Construction Details: Decking	5/25/07
L22.42		Construction Details: Gazebo	5/25/07
L22.43		Construction Details: Trellis	5/25/07
L22.44		Construction Details: Site Furnishings	5/25/07
L22.45		Construction Details: Fountains and Flags	5/25/07
L22.46		Construction Details: Site Lights	5/25/07
L22.51		Site Planting Index Plan	5/25/07
L22.52		Site Planting Plan	5/25/07
L22.53		Site Planting Plan	5/25/07
L22.54		Site Planting Plan	5/25/07
L22.55		Site Planting Plan	5/25/07
L22.56		Site Planting Plan	5/25/07
L22.57		Site Planting Plan	5/25/07
L22.58		Site Planting Plan	5/25/07

<u>Drawing No.</u>	<u>Rev.</u>	<u>Description</u>	<u>Date</u>
L22.59		Site Planting Plan	5/25/07
L22.60		Site Planting Plan	5/25/07
L22.61		Site Planting Plan	5/25/07
L22.62		Site Planting Plan	5/25/07
L22.71		Site Planting Plan	5/25/07
L22.72		Site Planting Plan	5/25/07
L22.73		Site Planting Plan	5/25/07
L22.74		Site Planting Plan	5/25/07
L22.75		Site Planting Plan	5/25/07
L22.76		Site Planting Plan	5/25/07
L22.77		Site Planting Plan	5/25/07
L22.78		Site Planting Plan	5/25/07
L22.79		Site Planting Plan	5/25/07
L22.81		Planting Details	5/25/07
L22.82		Plant Schedule	5/25/07
L22.91		Conceptual Irrigation Plan	5/25/07

Neighborhood 1 – Add. #3 Landscape

	<u>Specifications</u>	
02305	Landscape Earthwork	5/25/07
02621	Planter Subdrainage	5/25/07
02795	Turf Porous Paving	5/25/07
02810	Irrigation System	5/25/07
02815	Fountains	5/25/07
02821	Chain-Link Fences and Gates	5/25/07
02826	Ornamental Metal Fences and Gates	5/25/07
02870	Site Furnishings	5/25/07
02882	Site and Garden Structures	5/25/07
02920	Lawns and Grasses	5/25/07
02930	Exterior Plants	5/25/07
05501	Metal Fabrications - Site	5/25/07
05521	Pipe and Tube Railings	5/25/07
06101	Rough Carpentry - Site	5/25/07
09960	Set High Performance Coatings	5/25/07
10350	Flagpoles	5/25/07

EXHIBIT "B"
SCOPE OF WORK
LANDSCAPING

This subcontractor shall furnish and install all materials, labor, tools, and equipment to complete the Landscaping work for Ashby Ponds Neighborhood 1 in accordance with the contract documents prepared by Lewis, Scully and Gionet, dated May 25, 2007. The above work for this subcontractor is in accordance with the contract documents, in general and the work of Division 02 - Landscaping, in particular.

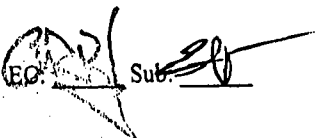

The Work shall include, but is not necessarily limited to the following:

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.

EC  Sub: 

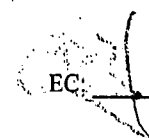

2. Subcontractor is responsible for all trash created from his work or by his workers from taking breaks. Trash is to be removed on a **DAILY** basis to a job site container provided by the Contractor. Subcontractor will continuously reinforce this stipulation to his workers. Leaving trash in, or around, 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 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.

EC:  Sub: 


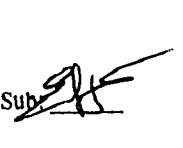
4. Subcontractor agrees to submit all O & M Manuals and Record documents no later than 45 days prior to substantial completion.

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. All submittals to be submitted in a quantity of eight (8) sets each.
10. The subcontractor shall coordinate all work performed under this agreement with work performed by the Building, Site and MEP Subcontractors to ensure all system are fully compatible and operational.

F. Landscape Work Specific Issues:

1. Subcontractor to provide a schedule detailing all aspects of the Landscape work. This includes, but is not limited to, landscaping, furniture, flagpoles, etc. This work is to be coordinated with Erickson Construction and their subcontractors at a weekly meeting, or as required.
2. Complete all necessary work required by the contract documents, local governing authorities, and prevailing local building codes.
3. Furnish and install all required layout for this subcontract work only.
4. Provide proper maintenance of traffic control for the safe completion of this scope of work.
5. Furnish, install, tag and guarantee for one (1) year all landscape plantings.
6. All guying shall be performed per the Architect or owners direction including all stakes, wires and arbor ties as directed.
7. Furnish and install all Hydro seeding of areas indicated on the plans with materials per the plans and specifications. All excess straw and over spray applied on non-landscape areas (streets, sidewalks, poles, fixtures, buildings, etc.) shall be removed by Subcontractor. Seeded areas to be maintained and watered until accepted by Contractor.
8. Furnish and install all sod as indicated on the plans with materials per the plans and specifications. Including sod over grass pavers installed by others. Sod to be maintained and watered by Subcontractor during installation and 3 months after acceptance by Owner and Contractor.
9. Furnish and install all the following: Clifton Benches (55 each), Low Side Tables (14 each), Precast Planters with flowers (14 each) and trash receptacles with included ash trays (18 each), Armchairs (16 each), Umbrellas with base (3 each), Long Shadow planter (1), Bird House with Post (1), per the plans and specifications.
10. This subcontractor to provide materials and labor to relocate three (3) flag poles from Marketing Center Entrance to location shown on contract documents.
11. Furnish and install (18) Boulders per contract documents and specifications.
12. Furnish and install Garden Shed with concrete pad per contract documents and specifications. Garden Shed to be provided as an or equal to specified shed and as approved by submittal.
13. Furnish and install Gazebo and Deck located at Pond #1 per contract documents and specifications.
14. Furnish and install Pavilion at Pond #4 per contract documents and specifications. Pavilion Metal roof is 24 gauge steel painted with Kynar standard color.

EC:  Sub: 

15. Provide and install Temporary Gardens with stone path and hose bibs per contract documents and specifications. Stone path to include metal edging per plans and specs.
16. Furnish and install complete Reforestation plantings (1066 units) per plans and specifications.
17. Subcontractor will receive all areas with topsoil (from onsite stockpiles) machine graded by others. Once these areas are accepted by subcontractor – any additional grading will be the responsibility of the subcontractor up through the conclusion of final mulching and final acceptance.
18. Subcontractor shall dispose of all spoils to an on-site location, per the direction of the Contractor but not to include material generally referred to as trash.
19. Plant backfill mix to meet the plans and specifications.
20. All plantings to be maintained and watered by Subcontractor during installation and 3 months after acceptance by Owner and Contractor.
21. The one (1) year warranty period will begin when all installations are accepted by Landscape Architect, and work is 100% completed for the opening of the buildings.
22. Dewatering ancillary to Landscape operation is included, (casual de-watering). Well pointing is not included.
23. Subcontractor is responsible for the locating of all known U/G utilities prior to excavating. Damage to known underground utilities due to the failure of the subcontractor not locating utilities will be the responsibility of this subcontractor.
24. Includes red line as-builts for work performed under this subcontract.
25. Includes design build irrigation system with combined Drip/Spray and Rotor heads per plans and specs. Drip irrigation to all defined landscape beds. Drip tubing to be 18" o.c. within beds. Small shrub beds in lawn areas to be irrigated by spray and rotor heads in the lawn.
26. Provide and install four (4) 18' x 18' trellises. Trellises included with base bid are provided as an "off the shelf" kit by Air-vent. The beams are furnished with "standard" ends. The four (4) vertical supports per column are made of 3"x3" tube aluminum, not 6"x6" as detailed.
27. Includes payment and performance bond.
28. In order to not delay building openings the following landscape completion dates must be met: CB10 & ILB11 – August 13, 2008, ILB 1.2 – September 15, 2008, ILB 1.3 – October 15, 2008, ILB 1.4 & ILB 1.5 & ILB 1.6 – TBD.

G. Subcontractor Exclusions:

1. All electrical work associated with site and garden structures.
2. Concrete flat work other than 10'x10' pad for garden potting shed.
3. Re-spread of topsoil in planting and turf areas.
4. Weed control fabric in mulch beds (chemical pre-emergent applied prior to mulching).
5. Metal railings at wood deck.
6. Pump out of pond to provide dry area for footer installation.
7. Furnish and install temporary Dam to provide dry area for footer installation.
8. Maintenance after 90 days
9. Seed at reforestation areas
10. Mulching of reforestation areas (only individual plants)
11. Flags
12. Landscape inlets and piping
13. Tree pit drainage.
14. Grass fire lane pavers (sod only over pavers installed by others)

END OF SECTION

EXHIBIT "C"

SCHEDULE OF VALUES

1. Landscape Plantings (See attached List)	\$ 732,022.00
2. Reforestation Plantings (See attached List)	\$ 29,221.00
3. Sodding (38,132 sq.yds. Unit \$3.35/sq.yd.)	\$ 127,742.20
4. Hydroseed (37461 sq.yds. Unit \$0.80/sq.yd.)	\$ 29,968.80
5. Irrigation (Design/Build with Drip)	\$ 242,000.00
6. Clifton Benches (Qty. 55 Unit \$848.00/ea.)	\$ 46,640.00
7. Low Side Tables (Qty. 14 Unit \$379.00/ea.)	\$ 5,306.00
8. Trash Receptacles w/ ashtray (Qty.18 Unit \$893.00/ea)	\$ 16,074.00
9. Chelmsford Table (Qty. 4 Unit \$1,128.00/ea)	\$ 4,512.00
10. Armchair (Qty. 16 Unit \$482.00/ea)	\$ 7,712.00
11. Umbrellas w/base (Qty. 3 Unit \$686.00ea)	\$ 2,058.00
12. Precast Planters (Qty. 14 Unit \$673.00ea)	\$ 9,422.00
13. Long Shadow Planter (Qty. 1 Unit \$2,755.00ea)	\$ 2,755.00
14. Relocate 3 existing flag poles (Lump Sum)	\$ 2,000.00
15. Temp. Gardens w/ Stone Path (Lump Sum)	\$ 51,852.00
16. Garden shed w/ Concrete pad (Lump Sum)	\$ 7,000.00
17. Bird House w/ Post (Unit \$850.00)	\$ 850.00
18. Landscape Boulders (Qty. 18 Unit \$300/ea)	\$ 5,400.00
19. Stone Edging @ Pool Bldg. (Lump Sum)	\$ 1,650.00
20. Gazebo @ Pond #1 (Lump Sum)	\$ 67,955.00
21. Deck @ Pond #1 (Lump Sum)	\$ 36,050.00

Subcontractor: W. H. Boyer, Inc
Cost Code: 557-SW10-48400-029000

22. Pavilion @ Pond #4 (Lump Sum)	\$ 39,015.00
23. Aluminum Trellis (Qty. 4 Lump Sum)	\$ 111,377.00
24. 90 day Maintenance & during install (Lump Sum)	\$ 59,100.00
25. P & P Bond	\$ 17,528.00

GRAND TOTAL \$1,655,210.00

Unit Prices Plants

Ashby Ponds - Neighborhood 1 - Sitework Phase B
Landscape & Site Furnishings

9.21.07

Plant List Schedule of Values

Item	Plant List	Callper	Height	Spread	Rev. Qty. - Add.#3 w/Add.#5 deletions	Unit	Unit Price	Subtotal
	SHADE TREES							
1	Autumn Flame Red Maple	2.5"			27	Ea	316.8	\$ 8,553.60
2	Legacy Sugar Maple	2.5"			75	Ea	369.6	\$ 27,720.00
3	Skyline Honeylocust	2.5"			52	Ea	369.6	\$ 19,219.20
4	Sweetgum	2.5"			8	Ea	316.8	\$ 2,534.40
5	London Plane Tree	2.5"			21	Ea	303.6	\$ 6,375.60
6	Nuttall Oak	2.5"			28	Ea	316.8	\$ 8,870.40
7	Willow Oak	2.5"			15	Ea	316.8	\$ 4,752.00
8	Willow Oak	4"			44	Ea	623.04	\$ 27,413.76
9	Weeping Willow	2.5"			4	Ea	261.36	\$ 1,045.44
10	Japanese Pagoda tree	2.5"			8	Ea	475.2	\$ 3,801.60
11	Allee Chinese Elm	2.5"			37	Ea	343.2	\$ 12,698.40
12	Regal Hybrid Elm	3"			32	Ea	475.2	\$ 15,206.40
13	Green Vase Japanese Zelkova	2.5"			25	Ea	343.2	\$ 8,580.00
	UNDERSTORY TREES							
14	Autumn Brilliance Serviceberry		8-10'		26	Ea	237.6	\$ 6,177.60
15	River Birch		12-14'		49	Ea	319.44	\$ 15,652.56
16	Eastern Redbud	2"			27	Ea	171.6	\$ 4,633.20
17	Stellar Pink Dogwood		10-12'		52	Ea	264	\$ 13,728.00
18	Biloxi Crape Myrtle		12-14'		30	Ea	343.2	\$ 10,296.00
19	Miami Crape Myrtle		12-14'		38	Ea	343.2	\$ 13,041.60
20	Muskogee Crape Myrtle		12-14'		24	Ea	343.2	\$ 8,236.80
21	Tonto Crape Myrtle		4-5'		17	Ea	132	\$ 2,244.00

EC 

Sub 

22	Royal Star Magnolia		6-8'		7	Ea	216.48	\$	1,515.36
23	Waterlily Magnolia		6-8'		7	Ea	216.48	\$	1,515.36
24	Sweetbay Magnolia		10-12'		20	Ea	237.6	\$	4,752.00
25	Ballerina Magnolia		10-12'		12	Ea	422.4	\$	5,068.80
26	Sugar Tyme Crabapple	3"			107	Ea	330	\$	35,310.00
27	Kwanzan Flowering Cherry	3"			31	Ea	303.6	\$	9,411.60
28	Yoshino Cherry	3"			27	Ea	303.6	\$	8,197.20
29	Fragrant Snowbell		8-10'		4	Ea	396	\$	1,584.00
	EVERGREEN TREES								
30	Yoshino Japanese Cedar		10-12'		42	Ea	396	\$	16,632.00
31	Nellie Stevens Holly		8-10'		17	Ea	211.2	\$	3,590.40
32	Nellie Stevens Holly		10-12'		24	Ea	330	\$	7,920.00
33	Nellie Stevens Holly		12-14'		6	Ea	528	\$	3,168.00
34	Southern Magnolia		10-12'		15	Ea	409.2	\$	6,138.00
35	Little Gem Southern Magnolia		12-14'		4	Ea	475.2	\$	1,900.80
36	Serbian Spruce		8-10'		35	Ea	528	\$	18,480.00
37	Serbian Spruce		12-14'		9	Ea	924	\$	8,316.00
38	Eastern White Pine (PO1)		6-8'		55	Ea	145.2	\$	7,986.00
39	Eastern White Pine		12-14'		28	Ea	462	\$	12,936.00
40	Eastern Arborvitae		8-10'		116	Ea	171.6	\$	19,905.60
41	Leyland Cypress (CL)		6-8'		32	Ea	171.6	\$	5,491.20
	SHRUBS								
42	Edward Goucher Glossy Abelia		30-36"		54	Ea	47.52	\$	2,566.08
43	Five-leaf Aralia		42-48"		61	Ea	105.6	\$	6,441.60
44	Red Buckeye		4-5'		13	Ea	145.2	\$	1,887.60
45	Dwarf Aucuba		36-42"		65	Ea	71.28	\$	4,633.20
46	Girard's Renee Michelle Azalea		24-30"		55	Ea	38.02	\$	2,091.10
47	Kaempo Azalea		18-24"		37	Ea	25.08	\$	927.96
48	Nancy of Robin Hill Azalea		24-30"		89	Ea	38.02	\$	3,383.78
49	Crimson Pygmy Barberry		18-24"		150	Ea	22.44	\$	3,366.00
50	Summer Beauty Butterfly Bush		36-42"		43	Ea	21.12	\$	908.16
51	Winter Gem Boxwood		24-30"		168	Ea	79.2	\$	13,305.60
52	Dwarf Summersweet Clethra		18-24"		104	Ea	22.44	\$	2,333.76
53	Ruby Spice Summersweet		30-36"		136	Ea	29.04	\$	3,949.44
54	Willowleaf Cotoneaster		18-24"		135	Ea	24.03	\$	3,244.05
55	Rudy Hagg Burning Bush		30-36"		62	Ea	44.88	\$	2,782.56

Subcontractor: W. H. Boyer, Inc
Cost Code: 557-SW10-48400-029000

56	Manhattan Euonymus	36-42"	59	Ea	50.16	\$	2,959.44
57	Endless Summer Hydrangea	24-30"	43	Ea	43.69	\$	1,878.67
58	Pinky Winky Hydrangea	36-42"	110	Ea	52.8	\$	5,808.00
59	Pee Wee Oakleaf Hydrangea	18-24"	95	Ea	33.66	\$	3,197.70
60	Snow Queen Oakleaf Hydrangea	36-42"	39	Ea	52.8	\$	2,059.20
61	Burford Holly	36-42"	87	Ea	71.28	\$	6,201.36
62	Carissa Holly	24-30"	177	Ea	33	\$	5,841.00
63	Shamrock Inkberry	30-36"	180	Ea	63.36	\$	11,404.80
64	Jim Dandy Winterberry	30-36"	2	Ea	44.88	\$	89.76
65	Red Sprite Winterberry	30-36"	331	Ea	44.88	\$	14,855.28
66	China Boy Holly	36-42"	19	Ea	73.92	\$	1,404.48
67	China Girl Holly	24-30"	99	Ea	73.92	\$	7,318.08
68	Henry's Garnet Sweetspire	30-36"	75	Ea	42.24	\$	3,168.00
69	Little Henry Sweetspire	18-24"	203	Ea	24.29	\$	4,930.87
70	Winter Jasmine	18-24"	92	Ea	19.8	\$	1,821.60
71	Sargent's Juniper	18-24"	37	Ea	23.1	\$	854.70
72	Dwarf Japgarden Juniper	3 gal	181	Ea	21.12	\$	3,822.72
73	Leatherleaf Mahonia	36-42"	66	Ea	66	\$	4,356.00
74	Heavenly Bamboo	36-42"	69	Ea	58.08	\$	4,007.52
75	Harbor Dwarf Hevenly Bamboo	18-24"	128	Ea	23.76	\$	3,041.28
76	Fraser Photinia	36-42"	53	Ea	55.44	\$	2,938.32
77	Mt. Fire Andromeda	36-42"	16	Ea	110.88	\$	1,774.08
78	Otto Luykens Laurel	30-36"	383	Ea	76.56	\$	29,322.48
79	Blush Knock Out Rose	24-30"	30	Ea	25.08	\$	752.40
80	Double Knock Out Rose	24-30"	150	Ea	25.08	\$	3,762.00
81	Knock Out Rose	24-30"	52	Ea	25.08	\$	1,304.16
82	Pink Knock Out Rose	24-30"	115	Ea	25.08	\$	2,884.20
83	Frau Dagmar Hastrup Rose	24-30"	143	Ea	25.08	\$	3,586.44
84	Shibori Spiraea	15-18"	113	Ea	17.82	\$	2,013.66
85	Repandens Yew	30-36"	138	Ea	76.56	\$	10,565.28
86	Dense Yew	30-36"	129	Ea	60.72	\$	7,832.88
87	Emerald Luster Viburnum	30-36"	81	Ea	52.8	\$	4,276.80
88	Cardinal Candy Viburnum	42-48"	136	Ea	58.08	\$	7,898.88
89	Shasta Doublefile Viburnum	42-48"	106	Ea	58.08	\$	6,156.48
90	Prague Viburnum	42-48"	38	Ea	58.08	\$	2,207.04
91	Conoy Viburnum	36-42"	63	Ea	76.56	\$	4,823.28
92	Mohawk Viburnum	42-48"	17	Ea	58.08	\$	987.36
93	Alleghany Viburnum	42-48"	26	Ea	58.08	\$	1,510.08

	GRASSES						
94	Karl Foerster Feather Reed Grass	1 gal.	450	Ea	7.92	\$	3,564.00
95	Weeping Sedge	1 gal	250	Ea	7.92	\$	1,980.00
96	Graziella Maiden Grass	3 gal	282	Ea	19.8	\$	5,583.60
97	Muhly Grass	1 gal	236	Ea	7.92	\$	1,869.12
98	Shenandoah Switch Grass	1 gal	370	Ea	7.92	\$	2,930.40
99	Hameln Dwarf Fountain Grass	1 gal	963	Ea	7.92	\$	7,626.96
100	Karley Rose Fountain Grass	1 gal	962	Ea	7.92	\$	7,619.04
101	Variegated Prairie Cord Grass	1 gal	268	Ea	9.9	\$	2,653.20
	GROUNDCOVER						
102	Big Blue Lilyturf	4" pot	5558	Ea	1.85	\$	10,282.30
103	Monroe's White Lilyturf		7577	Ea	2.25	\$	17,048.25
104	Bowles Periwinkle		1100	Ea	2.25	\$	2,475.00
	PERENNIALS						
105	Queen Charlotte Anemone	1 gal	186	Ea	9.9	\$	1,841.40
106	Bengal Tiger Canna	1 gal	151	Ea	10.43	\$	1,574.93
107	Becky Shasta Daisy	1 qt	345	Ea	3.96	\$	1,366.20
108	Hay-scented Fern	1 gal	266	Ea	11.09	\$	2,949.94
109	Summers Kiss Blanket Flower	1 qt	569	Ea	3.96	\$	2,253.24
110	Bevans Bigroot Geranium	1 gal	282	Ea	9.24	\$	2,605.68
111	Happy Returns Daylily	1 qt	153	Ea	4.62	\$	706.86
112	Kopper King Hibiscus	1 gal	53	Ea	10.56	\$	559.68
113	Francis Williams Plantain Lily	1 gal	129	Ea	7.92	\$	1,021.68
114	Sum and Substance Hosta	1 gal	93	Ea	10.56	\$	982.08
115	Lousiana Hybrid Iris	1 gal	851	Ea	10.56	\$	8,986.56
116	Gay Paree Peony	3 gal	17	Ea	10.56	\$	179.52
117	Little Spires Russian Sage	1 qt	329	Ea	5.94	\$	1,954.26
118	Pickereel Weed	1 gal	42	Ea	9.24	\$	388.08
119	Autumn Joy Sedum	1 gal	170	Ea	5.94	\$	1,009.80
	ANNUALS						\$ -
120	annuals	9" o.c.	1670	Ea	2.38	\$	3,974.60
	Subtotal Plants - SW1.0					\$	732,022

Reforestation Unit Prices

Ashby Ponds Neighborhood 1
Reforestation Plants

7/11/2007

Plant material	Size	Qty.	Unit	Ext.
Quercus palustris	15-18" 1 gal	274	\$31.00	\$8,494.00
Quercus palustris	15-18" 1 gal	187	31	\$5,797.00
Fraxinus pennsylvanica	15-18" 1 gal	28	31	\$868.00
Liquidambar styraciflua	15-18" 1 gal	28	31	\$868.00
Liquidambar styraciflua	15-18" BR	25	5.5	\$137.50
Betula nigra	15-18" 1 gal	28	31	\$868.00
Platanus occidentalis	15-18" 1 gal	28	31	\$868.00
Platanus occidentalis	15-18" BR	25	5.5	\$137.50
Acer rubrum	15-18" 1 gal	28	31	\$868.00
Acer Negundo	15-18" 1 gal	28	31	\$868.00
Acer rubrum	15-18" 1 gal	25	31	\$775.00
Salix nigra	15-18" 1 gal	114	31	\$3,534.00
Salix nigra	15-18" BR	50	5.5	\$275.00
Cornus amomum	15-18" 1 gal	28	31	\$868.00
Sambucus canadensis	15-18" 1 gal	28	31	\$868.00
Sambucus canadensis	15-18" BR	19	5.5	\$104.50
Viburnum dentatum	15-18" 1 gal	23	31	\$713.00
Lindera benzoin	15-18" 1 gal	23	31	\$713.00
Lindera benzoin	15-18" BR	19	5.5	\$104.50
Ilex glabra	15-18" 1 gal	23	31	\$713.00
Ilex verticillata	15-18" 1 gal	23	31	\$713.00
Ilex verticillata	15-17" BR	12	5.5	\$66.00

Total

\$29,221.00

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.
21059 loudoun County Parkway
Ashburn, Va, 20147

ATTN: Project Manager, Lawrence Tressler

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 "D"
APPLICATION AND CERTIFICATE FOR PAYMENT

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

FROM: W.H. Boyer, Inc., Landscape Services

DATE: _____

PROJECT: 557SW10
JOB: Site Work NH1
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	557SW10
COST CODE #	48400-029000
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 "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.



EC  Sub 

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 Site Work Phase I 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 _____

Contractor/Supplier/Subcontractor

By:

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 Site Work Phase I 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

EC: _____ Sub: _____

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 "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 MONTELL IRRIGATION
Contact JOE HORVATH
Address 43813 BEAVER MEADOW ROAD, SUITE 200
Telephone STEAMER, VA 20166 (703) 263-2266
Fax (703) 263-3323

Company Name DALTON PAVILIONS
Contact DAMEAN ALBERTS
Address 3120 COMMERCE DRIVE
Telephone TEXAS, TX 78969 (215) 721-1492
Fax (215) 721-1501

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 "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 "I"

Payment Bond

AIA Document A312 – Electronic Format

- Subcontractor must include the name of the Owner and Lender as Dual Oblige.
- Subcontractor may provide this information in the form of a Dual Oblige Rider.
- Two original copies of all bonds are required and should be forwarded to the Corporate Office located at: 991 Corporate Blvd., Linthicum, MD 21090.

EXHIBIT "J"

Performance Bond

AIA Document A312 – Electronic Format

- Subcontractor must include the name of the Owner and Lender as Dual Oblige.
- Subcontractor may provide this information in the form of a Dual Oblige Rider.
- Two original copies of all bonds are required and should be forwarded to the Corporate Office located at: 991 Corporate Blvd., Linthicum, MD 21090.



W.H. BOYER, Inc.
LANDSCAPE SERVICES

WH Boyer, Inc.
2945 Route 97
Glenwood MD 21738
410-442-2100

License: 13031468

STATEMENT

Statement Date: 10/27/2009

Billed To: Erickson Construction, LLC
703 Maiden Choice Ln
Baltimore MD 21228

Project: Maris Grove 1.1

Invoice#	Due Date	Description	Amount	Paid/Credit	Retained	Now Due
311	05/20/2006	Progress Billing# 1	174,122.00	165,415.90		8,706.10
344	06/19/2006	Progress Billing# 2	320,061.50	304,058.42		16,003.08
377	09/19/2006	Progress Billing# 3	301,507.80	286,432.41		15,075.39
476	10/20/2006	Progress Billing# 4	259,534.90	246,558.15		12,976.75
468	11/19/2006	Progress Billing# 5	126,724.19	120,387.98		6,336.21
530	01/19/2007	Progress Billing# 6	119,655.50	113,672.72		5,982.78
663	05/20/2007	Progress Billing# 7	32,916.70	31,270.86		1,645.84
760	08/17/2007	App #9	132,201.60	132,132.29		69.31
921	12/15/2007	Irrigation Damage Re	2,777.78	<i>See invoice 921 attached</i>		2,777.78
927	12/21/2007	App #10	79,193.16	75,233.50		3,959.66
1498	01/10/2009	CO2	6,885.00			6,885.00
Totals:			1,555,580.13	1,475,162.23		80,417.90

Current	1-30 Days	31-60 Days	61-90 Days	91+ Days	Retention
0.00	0.00	0.00	0.00	30,417.90	0.00

Please Pay This Amount

80,417.90

**Contract
Summary**

Original Contract Amount	0.00
Net Changes to Date	0.00
New Contract Amount	0.00
Total Invoiced to Date	1,555,580.13
Remaining Balance on Contract	-1,555,580.13

Terms: All invoices are due and payable within 30DY of receipt. A service charge of 2.00 % per annum will be computed on all amounts overdue on regular statement dates.

Thank you for your prompt payment.

W.H. Boyer, Inc.
2945 Route 97
Glenwood MD 21738
410-442-2100

License: 13031468



W.H. BOYER, Inc.
LANDSCAPE SERVICES

Contract Invoice

Invoice#: 921

Date: 11/15/2007

Billed To: Erickson Construction, LLC
703 Maiden Choice Ln
Baltimore MD 21228

Project: Maris Grove 1.1

Due Date: 12/15/2007

Terms: 30DY

Order#

Description	Unit	Qty	Price	Amount
Irrigation Damage Repair		1.0000	2,777.78	2,777.78

*A service charge of 2.00 % per annum will be charged on all amounts
overdue on regular statement dates.*

Thank you for your prompt payment!

Non-Taxable Amount:	2,777.78
Taxable Amount:	0.00
Sales Tax:	0.00
Amount Due	2,777.78

*emailed
to Mike
6/23*

EXHIBIT "D"
APPLICATION AND CERTIFICATE FOR PAYMENT

TO: **ERICKSON Construction, L.L.C.**
703 Maiden Choice Lane
Baltimore, MD 21228

DATE: June 23, 2009

FROM: **W. H. Boyer, Inc., Landscape Services**

PROJECTS: **512-SW1.1**

Job: Site Work

APPLICANT NO. 12

PERIOD TO: 06/30/2009

1. Original Contract Amount	<u>\$1340000.00</u>
2. Change Orders Issued to Date (Thru C.O. # <u>5</u>)	<u>\$212802.35</u>
3. Contract Sum to Date (Line 1+2)	<u>\$1552802.35</u>
4. Total Completed & Stored to Date	<u>\$1552802.35</u>
5. Less Retainage (<u> </u> %)	<u>\$.00</u>
6. Total Earned to Date Less Retainage (Line 4-5)	<u>\$1552802.35</u>
7. Less Previous Requisitions	<u>\$1475162.23</u>
8. Payment Due This Period (Line 6-7)	<u>\$77640.12</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 *Spencer A. Olson* Date: 6/23/09
(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>512-SW1.1</u>
COST CODE #	<u>48400-02-9000</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>

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

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: 12

APPLICATION DATE: 06/23/2009

PERIOD TO: 06/30/2009

ARCHITECTS PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
	Landscape Planting	\$702,771.00	\$702,771.00			\$702,771.00	100.00%		\$0.00
	Turf	\$213,356.00	\$213,356.00			\$213,356.00	100.00%		\$0.00
	Wild Flower Meadow	\$4,030.00	\$4,030.00			\$4,030.00	100.00%		\$0.00
	Structures	\$92,374.00	\$92,374.00			\$92,374.00	100.00%		\$0.00
	Site Furnishings	\$125,461.00	\$125,461.00			\$125,461.00	100.00%		\$0.00
	Irrigation	\$94,810.00	\$94,810.00			\$94,810.00	100.00%		\$0.00
	Bond	\$13,722.00	\$13,722.00			\$13,722.00	100.00%		\$0.00
	Maintenance	\$93,476.00	\$93,476.00			\$93,476.00	100.00%		\$0.00
	CO1 Add Work on Site	\$126,724.19	\$126,724.19			\$126,724.19	100.00%		\$0.00
	CO2 Landscape Extras	\$6,885.00	\$6,885.00			\$6,885.00	100.00%		\$0.00
	CO3 Ticket Work	\$8,828.98	\$8,828.98			\$8,828.98	100.00%		\$0.00
	CO5 Misc Scope	\$70,364.18	\$70,364.18			\$70,364.18	100.00%		\$0.00
	GRAND TOTALS	\$1,552,802.35	\$1,552,802.35	\$0.00	\$0.00	\$1,552,802.35	100.00%	\$0.00	\$0.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

**Contract Change Order****Project** [512-SW1.1] - Maris Grove SW
1.1 Stage B,C,D **View Date** 9/12/2007Erickson Construction, L.L.C.
115 Brinton Lake Road
Glen Mills, PA 19342
Phone: (484) 840-2840
Fax: (484) 840-2843CCO No. 05
10/2/07

Date	9/12/2007	Cost Status	Pending Approval (PC)
Category	Pending	Contract For	Landscaping
Primary Budget Code	48400-02-9000	Contract No.	003

Description Misc. items

From	George Brown Erickson Construction, L.L.C. 991 Corporate Blvd. Linthicum, MD 21090 Phone: (443) 883-4575 Fax: (443) 883-4578	To	Evan Diamond W.H. Boyer, Inc., Landscape Services 2945 Georgia Ave. Glenwood, MD 21738 Phone: (410) 442-2100 Fax: (410) 442-2036
-------------	--	-----------	--

Award Date
Expiration Date
Schedule
Change**Sent Date****Revised**
Completion Date**Long Description** Misc. scope of work**Scope of Work** Misc. scope of work**Items**

No.	Budget Code	Description	Total Cost	Cost Status
1	48400-02-9000	Misc. items- #4	\$10,618.00	Pending Approval (PC) -
2	48400-02-9000	Misc. items- #5	\$8,828.98	Pending Approval (PC) -
3	48400-02-9000	Misc. items- #6	\$3,489.65	Pending Approval (PC) -
4	48400-02-9000	Misc. items- #7	\$855.00	Pending Approval (PC) -
5	48400-02-9000	Misc. items- #8.1	\$12,927.00	Pending Approval (PC) -
6	48400-02-9000	Misc. items- #9	\$32,313.58	Pending Approval (PC) -
7	48400-02-9000	Misc. items- #10	(\$77.03)	Pending Approval (PC) -
8	48400-02-9000	Misc. items- #11	\$159.00	Pending Approval (PC) ✓
9	48400-02-9000	Misc. items- #12	\$1,250.00	Pending Approval (PC) ✓

Original Contract

\$1,340,000.00

Previous CCOs

\$142,438.17

This CCO

\$70,364.18

Total Contract

\$1,552,802.35

W.H. Boyer, Inc., Landscape Services

Signed:

By:

Evan Diamond, Vice President

Date:

Erickson Construction, L.L.C.

Signed:

By:

George Brown, Vice President of
Construction

Date:

SEP 28 2007

WY 5/25/06

SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR

THIS SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR (this "Agreement") is made as of 10/17/2005 by and between ERICKSON CONSTRUCTION, LLC (the "Contractor"), having an address of 703 Maiden Choice Lane, Baltimore, Maryland 21228, Attn: Michael James; and W.H. Boyer, Inc., Landscape Services (the "Subcontractor"), having an address of 2945 Georgia Ave., Glenwood, MD, 21738.

RECITALS

A. The Contractor has made a contract for construction dated as of 10/04/05 (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 SW 1.1 Stage B,C,D, 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 Bohler Engineering, Inc. (the "Architect"), having an address of 1600 Manor Drive, Chalfont, PA, 18914.

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 Landscaping.

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.

RC: Sub: 

Contract Number: 003

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: 10/27/2005

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 9/1/2006, ("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 One million three hundred forty thousand dollars (\$1,340,000.00) 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.

EC:  Sub: 

Contract Number: 003

 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 13-322198, Registration Number 13758417, and Sales or Tax Registration Number is 01865385, 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.

EC:  Sub: 

Contract Number: 003

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

EC: [Signature]
Sub: [Signature]

Contract Number: 003

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.

EC Sub

Contract Number: 003

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(h) 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;


EC: [Signature]
SUE: [Signature]

Contract Number: 003

(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.

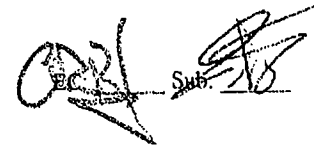
SUBCONTRACTOR SHALL SUBMIT ALL REQUISITIONS AND APPLICATIONS FOR PAYMENT FOR PAYMENT PROCESSING TO: ERICKSON CONSTRUCTION, LLC; Michael James 115 Brinton Lake Road, Glen Mills, PA, 19342 OR TO SUCH OTHER ADDRESS AS CONTRACTOR MAY DIRECT.

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.

 Sub. 16

Contract Number: 003

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.

EC: [Signature]
Sub: [Signature]

Contract Number: 003

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 E, 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 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, CG2011, or its equivalent, 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.

EC: [Signature] Sub: [Signature]

Contract Number: 003

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 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.

EC Sub

Contract Number: 003

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.

EC. Sub. 

Contract Number: 003

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:

Type	Description
Exhibit A	Exhibit A Drawing Log
Exhibit B	Exhibit B Scope
Exhibit C	Exhibit C SOV
Exhibit D	Exhibit D Pay App
Exhibit D-1	Exhibit D1 Pay App Instructions
Exhibit E	Exhibit E Partial Release
Exhibit F	Exhibit F Final Release
Exhibit E-1 & F-1	Instructions for Exhibits E & F
Exhibit G	Exhibit G Vendor List
Exhibit G-1	Exhibit G1 Vendor List Instructions
Exhibit H Sch C	Exhibit H, Schedule C
Exhibit I	Exhibit I Payment Bond
Exhibit J	Exhibit J Performance Bond

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

WITNESS:

Natalie J. Celling

Makarie Cassel

CONTRACTOR
ERICKSON CONSTRUCTION, LLC

By:

George Brown
Senior Director of Construction

Dated: APR 26 2006

SUBCONTRACTOR

By:

Evan Diamond
W.H. Boyer, Inc., Landscape Services
Vice President



Dated: 3/4/06

EC Sub [Signature]

EXHIBIT "A"

Drawings prepared by Bohler Engineering.
Maris Grove Site Work Phase 1 (Stage "B," "C," and "D")

Drawing No.	Rev.	Description	Date
21.01	3	Cover Sheet (Record Plan)	7/27/05
21.02	3	General Information Sheet (Record Plan)	7/27/05
21.03	3	Subdivision Plan (Record Plan)	7/27/05
21.04	3	Overall Site Plan (Record Plan)	7/27/05
21.05	4	Overall Site Plan	8/11/05
21.06	3	Site Plan (Neighborhood 1)	7/27/05
21.07	3	Site Plan (Basin Area)	7/27/05
21.08	3	Site Plan (Neighborhood 2)	7/27/05
21.09	3	Site Plan (Neighborhood 3)	7/27/05
21.10	3	Overall Existing Conditions / Demolition Plan	7/27/05
21.11	4	Natural Resource Plan	8/11/05
21.12	3	Firetruck Circulation Plan	7/27/05
21.13	3	WB-50 Circulation Plan	7/27/05
21.14	3	Overall Signage	7/27/05
21.15	3	Open Space / Recreational Area Plan	7/27/05
21.16	3	Overall Grading & Drainage Plan	7/27/05
21.17	3	Grading Plan (Neighborhood 1)	7/27/05
21.18	3	Grading Plan (Basin Area)	7/27/05
21.19	3	Grading Plan (Neighborhood 2)	7/27/05
21.20	3	Grading Plan (Neighborhood 3)	7/27/05
21.21	3	Overall Utility Plan	7/27/05
21.22	3	Utility Plan (Neighborhood 1)	7/27/05
21.23	3	Utility Plan (Basin Area)	7/27/05
21.24	3	Utility Plan (Neighborhood 2)	7/27/05
21.23	3	Utility Plan (Basin Area)	7/27/05
21.23	3	Utility Plan (Neighborhood 2)	7/27/05
21.27	3	20 Scale Sheet Index	7/27/05
21.28	3	Site, Grading, & Utility Plan	7/27/05
21.29	3	Site, Grading, & Utility Plan	7/27/05
21.30	3	Site, Grading, & Utility Plan	7/27/05
21.31	3	Site, Grading, & Utility Plan	7/27/05
21.32	3	Site, Grading, & Utility Plan	7/27/05
21.33	3	Site, Grading, & Utility Plan	7/27/05
21.34	3	Site, Grading, & Utility Plan	7/27/05
21.35	3	Site, Grading, & Utility Plan	7/27/05
21.36	3	Site, Grading, & Utility Plan	7/27/05
21.37	3	Site, Grading, & Utility Plan	7/27/05
21.38	3	Site, Grading, & Utility Plan	7/27/05
21.39	3	Site, Grading, & Utility Plan	7/27/05

Sub:  

Drawing No.	Rev.	Description	Date
21.40	3	Site, Grading, & Utility Plan	7/27/05
21.41	3	Site, Grading, & Utility Plan	7/27/05
21.42	3	Loading Dock Area	7/27/05
21.43	4	Overall NPDES Boundary Plan	8/11/05
21.44	4	Erosion & Sedimentation Pollution Control Plan Stage A (separate contract)	8/11/05
21.45	4	Erosion & Sedimentation Pollution Control Plan Stage B	8/11/05
21.46	4	Erosion & Sedimentation Pollution Control Plan Stage C	8/11/05
21.47	4	Erosion & Sedimentation Pollution Control Plan Stage D	8/11/05
21.48	3	Earthwork Notes	7/27/05
21.49	3	Roadway Profile	7/27/05
21.50	3	Roadway Profile	7/27/05
21.52	3	Roadway Profile	7/27/05
21.53	3	Roadway Profile	7/27/05
21.54	3	Roadway Profile	7/27/05
21.55	3	Roadway Profile	7/27/05
21.51	3	Roadway Profile	7/27/05
21.56	3	Stormwater Profiles	7/27/05
21.57	3	Stormwater Profiles	7/27/05
21.58	3	Stormwater Profiles	7/27/05
21.59	3	Stormwater Profiles	7/27/05
21.60	3	Stormwater Profiles	7/27/05
21.61	3	Stormwater Profiles	7/27/05
21.62	3	Stormwater Profiles	7/27/05
21.63	3	Stormwater Profiles	7/27/05
21.64	3	Sanitary Sewer Profile	7/27/05
21.65	3	Sanitary Sewer Profiles	7/27/05
21.66	3	Sanitary Sewer Profiles	7/27/05
21.67	3	Sanitary Sewer Profiles	7/27/05
21.68	3	Sanitary Sewer Profiles	7/27/05
21.69	3	Sanitary Sewer Profiles	7/27/05
21.70	3	Sanitary Sewer Profiles	7/27/05
21.71	3	Details	7/27/05
21.72	3	Details	7/27/05
21.73	3	Details	7/27/05
21.74	3	Details	7/27/05
21.75	3	Details	7/27/05
21.76	4	Details	8/11/05
21.77	4	Soil Erosion & Sediment Pollution Control Details	8/11/05
21.78	3	Roof & Yard Drain Tables	7/27/05
21.79	3	Post Construction Stormwater Management Plan	7/27/05
21.80	3	Stream Crossings	7/27/05

Drawing No.	Rev.	Description	Date
22.00	3	Overall Landscape and Materials Plan	7/27/05
22.01	3	Landscape and Materials Plan	7/27/05
22.02	3	Landscape and Materials Plan	7/27/05
22.03	3	Landscape and Materials Plan	7/27/05
22.04	3	Landscape and Materials Plan	7/27/05
22.05	3	Landscape and Materials Plan	7/27/05
22.06	3	Landscape and Materials Plan	7/27/05
22.07	3	Landscape and Materials Plan	7/27/05
22.08	3	Landscape and Materials Plan	7/27/05
22.09	3	Landscape and Materials Plan	7/27/05
22.10	3	Landscape and Materials Plan	7/27/05
22.11	3	Landscape and Materials Plan	7/27/05
22.12	3	Landscape and Materials Plan	7/27/05
22.13	3	Landscape and Materials Plan	7/27/05
22.14	3	Landscape and Materials Plan	7/27/05
22.15	3	Landscape and Materials Plan	7/27/05
22.16	3	Landscape and Materials Plan	7/27/05
22.17	3	Landscape and Materials Plan	7/27/05
22.18	3	Landscape and Materials Plan	7/27/05
22.19	3	Landscape and Materials Plan	7/27/05
22.20	3	Landscape and Materials Plan	7/27/05
22.21	3	Gatehouse Entry Landscape and Materials Enlargement Plan	7/27/05
22.22	3	Gatehouse Entry Layout Enlargement Plan	7/27/05
22.23	3	CB 1.0 Entry Landscape and Materials Enlargement Plan	7/27/05
22.24	3	CB 1.0 Entry Layout and Grading Enlargement Plan	7/27/05
22.25	3	CB 1.0 Terrace Landscape and Materials Enlargement Plan	7/27/05
22.26	3	CB 1.0 Terrace Layout and Grading Enlargement Plan	7/27/05
22.27	3	Lighting Plan	7/27/05
22.28	3	Plant List Details and Notes	7/27/05
22.29	3	Site Details	7/27/05
22.30	3	Site Details	7/27/05
22.31	3	Site Details	7/27/05
22.32	3	Site Details	7/27/05
22.33	3	Site Details	7/27/05
22.34	3	Site Details	7/27/05
22.35	3	Site Details	7/27/05
22.36	3	Irrigation Plan	7/27/05
1	1	Tree Conservation Plan Overall	7/25/05
2	1	Tree Conservation Plan	7/25/05
3	1	Tree Conservation Plan	7/25/05

Drawing No.	Rev.	Description	Date
4	1	Tree Conservation Plan	7/25/05
5	1	Tree Conservation Plan	7/25/05
6	1	Tree Conservation Plan	7/25/05
7	1	Tree Conservation Plan	7/25/05
90.01		Site Plan Power + Low Voltage	7/25/05
90.02		Primary Riser Diagram	7/25/05
90.03		Legend and Details	7/25/05
90.04		Substation Part Plan and Details	7/25/05
90.05		Site Lighting Plan	7/25/05
90.06		Path Lighting Part Plan	7/25/05
90.07		Path Lighting Part Plans	7/25/05
90.08		Path Lighting Part Plans	7/25/05

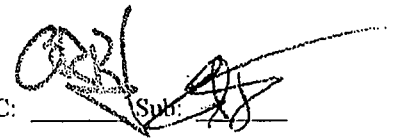
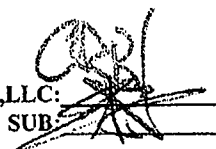


EXHIBIT "B"
SCOPE OF WORK
LANDSCAPING

In addition to the Work generally described in Article I. of this Agreement, the Subcontractor shall provide materials, labor, and equipment to complete Maris Grove Landscaping Phase I in accordance with the Drawings listed on sheet #21.01 and Specifications prepared by Bohler Engineering, Inc., dated July 27, 2005, and in compliance with applicable codes and regulations.

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

1. 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 Contractor. Subcontractor will continuously reinforce this stipulation to his workers. Leaving trash in, or around, the jobsite will not be tolerated.
2. Work hours for all trades will only be permitted on Monday thru Friday from 7:05 AM to 3:35 PM. All work after 3:35 PM or Saturday work must be pre-approved by Erickson Construction.
3. Subcontractor must have a valid Concord Township contractor's license to perform work at Maris Grove.
4. Subcontractor is to abide by all OSHA standards, rules and regulations.
5. Subcontractor understands all construction vehicles and employees must use the designated construction entrances and park only in designated areas. No construction traffic will be allowed to exit or enter off of Brinton Lake Road until permission has been granted by Erickson Construction and the AHJ. Exiting left onto Brinton Lake Road from the job site or entering right into the job site off of Brinton Lake Road will never be allowed. Any Subcontractor owned vehicles, subcontractor employee vehicles, subcontractor equipment, subcontractors tier subcontractors and or suppliers seen 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.
6. 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.

A handwritten signature in black ink is written over a rectangular stamp. The stamp contains the text "ERICKSON CONSTRUCTION, LLC:" and "SUB" below it. The signature is written in a cursive style.

7. 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 and the AHJ.
8. Subcontractor is to provide a schedule detailing all aspects of the site landscaping work. The schedule items are to be incorporated in Allan A. Myers' master sitework schedule and are to be updated weekly. This work is to be coordinated with Erickson Construction and their subcontractors at a weekly meeting or as required.
9. Furnish and install all required layout for this subcontract work only.
10. Provide proper maintenance of traffic control for the safe completion of this scope of work. Any required closing and redirection of traffic must be coordinated through the Erickson Construction superintendent and will require appropriate safety barricades, signage, and flagmen so as to minimize the disruption to the flow of the construction traffic.
11. Subcontractor is responsible for locating all known U/G utilities prior to excavating. Damage to underground utilities due to the failure of the subcontractor not locating utilities will be the responsibility of this subcontractor.
12. Includes red line as-builts for work performed under this subcontract.
13. Furnish 90 day maintenance and 12 months warranty following final acceptance.
14. Topsoil for use in landscape plantings are to be from onsite stockpiles. Importing of topsoil is excluded.
15. Includes bond.
16. The first phase of the Landscaping Phase I work shall be substantially completed in preparation for the opening of the Gate House, CB 1.0, RB 1.1, and RB 1.2 on September 1st 2006. The final phase of the Landscape Phase II work shall be substantially completed in preparation for the opening of RB 1.3 in January 2007, RB 1.4 in March of 2007, and RB 1.5 in June of 2007.
17. Includes all landscaping in accordance with the Landscape Architects plans and specifications.
18. Includes all site fixtures and furnishings in accordance with the Landscape Architects plans and specifications with the exception of the pond aerators, pump building and appurtenances, putting green, brick seat wall, concrete steps, and the temp. trash facility.

Subcontractor: W.H. Bover, Inc.
Cost Code: 512-SW1.1-48400.029000

19. Includes the resident gardens in accordance with the Landscape Architects plans and specifications with the exception of the water line.
20. Includes supplying and installing a complete irrigation system in locations as show on the landscape Architects plans
21. Specific Exclusions: permits, backflow preventor and submeter, retaining walls, temporary seeding, supply of water, tree preservation work, installation of road sleeves, establishing final grades, future neighborhoods not part of phase 1 work,

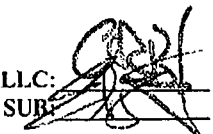


EXHIBIT "C"

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 \$1,340,000.00.

END OF EXHIBIT "C"

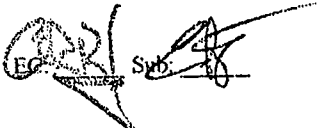
EC  Sub

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 James

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.

EC:  Sub: 

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 SW 1.1 Stage B,C,D 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 _____.

Contractor/Supplier/Subcontractor

By: _____
(Title)

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

My Commission Expires: _____

Notary Public

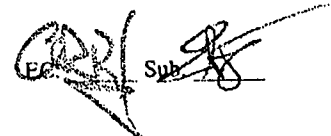
EC Sub 

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 SW 1.1 Stage B,C,D 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 CTT'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


EC Sub 10

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, L.L.C.
Corporate Office
991 Corporate Blvd
Linthicum Heights, 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 Officer 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.**

EC: [Signature] Sub: [Signature]

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 LOUIS SEED
Contact JOHN S. STRAHAN
Address 9321 US Route 1 Suite J, Laurel, Maryland 20723
Telephone (410) 732-3332
Fax 24 362-8548

Company Name BENJAMIN NURSERY
Contact CHARLES BAUGH
Address 6610 CML PARK RD MONROE, NC 28110
Telephone (704) 356-4124
Fax (704) 238-9760

Company Name Tulsa Nursery, Inc.
Contact LARRY
Address P.O. Box 576 Tulsa, OK 74101
Telephone (606) 861-0533
Fax (606) 861-0380

Company Name SHERRY NURSERY
Contact SHERRY
Address 5191 GAYLOR RD. ANTON, PA 19014
Telephone (610) 335-0225
Fax (610) 335-2821

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 _____

EC: [Signature] Sub: [Signature]

EXHIBIT "G1"
Instructions for Exhibits "G"

ERICKSON CONSTRUCTION, L.L.C.
Corporate Office
991 Corporate Blvd
Baltimore, Maryland 21228
Attn: Accounts Payable Clerk

EXHIBIT G -- VENDOR/TIER SUBCONTRACTOR LIST

The attached Vendor /Tier Subcontractor List (Exhibit G) form 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 last day of the month.

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

Be:  Sub: 

EXHIBIT "H" Schedule C 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> *Policy must include a Waiver of Subrogation endorsement in favor of indemnified parties.	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>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
<u>AD.6 Pollution Liability Insurance:</u> covering bodily injury and property damage from environmental incidents and claims appropriate for the services provided under this agreement. Article 12.1.2 requiring additional insured status is also applicable to this insurance policy.	\$1,000,000 ea. Claim \$1,000,000 aggregate

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



 EC Sub

EXHIBIT "T"

Payment Bond

AIA Document A312 – Electronic Format

- Subcontractor must include the name of the Owner and Lender as Dual Oblige.

Owner

Concord Campus, LP
701 Maiden Choice Lane
Baltimore, MD 21228

Lender

Mercantile Safe-Deposit and Trust Company
2 Hopkins Plaza
P.O. Box 1477
Baltimore, MD 21201

- Subcontractor may provide this information in the form of a Dual Oblige Rider.
- Two original copies of all bonds are required and should be forwarded to the Corporate Office located at: 991 Corporate Blvd., Linthicum, MD 21090.

EC. 

EXHIBIT "J"

Performance Bond

AIA Document A312 – Electronic Format

- Subcontractor must include the name of the Owner and Lender as Dual Obligatee.

Owner

Concord Campus, LP
701 Maiden Choice Lane
Baltimore, MD 21228

Lender

Mercantile Safe-Deposit and Trust Company
2 Hopkins Plaza
P.O. Box 1477
Baltimore, MD 21201

- Subcontractor may provide this information in the form of a Dual Obligate Rider.
- Two original copies of all bonds are required and should be forwarded to the Corporate Office located at: 991 Corporate Blvd., Linthicum, MD 21090.

OK. Contract
sign



W.H. BOYER, Inc.
LANDSCAPE SERVICES

WH Boyer, Inc.
2945 Route 97
Glenwood MD 21738
410-442-2100

License: 13031468

STATEMENT

Statement Date: 10/27/2009

Billed To: Erickson Construction, LLC
703 Maiden Choice Ln
Baltimore MD 21228

Project: Maris Grove 1.2

Invoice#	Due Date	Description	Amount	Paid/Credit	Now Due
489	11/19/2006	Progress Billing# 1	108,270.00	97,443.00	10,827.00
1439	12/07/2008	Weed eating at 1.5 Loop R	1,835.00		1,835.00
1440	12/07/2008	Removing Trees at 1.2 Par	1,755.00		1,755.00
Totals:			111,860.00	97,443.00	14,417.00

Current	1-30 Days	31-60 Days	61-90 Days	91+ Days	Retention
0.00	0.00	0.00	0.00	14,417.00	0.00

Please Pay This Amount

14,417.00

**Contract
Summary**

Original Contract Amount	0.00
Net Changes to Date	0.00
New Contract Amount	0.00
Total Invoiced to Date	111,860.00
Remaining Balance on Contract	-111,860.00

Terms: All invoices are due and payable within 30DY of receipt. A service charge of 24.00 %
per annum will be computed on all amounts overdue on regular statement dates.

Thank you for your prompt payment.

EXHIBIT "D"
APPLICATION AND CERTIFICATE FOR PAYMENT

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

DATE: 6/23/09

FROM: W.H. Boyer, Inc., Landscape Services

PROJECT: 512-SW1.2
JOB: Site Work
APPLICANT NO.: 2
PERIOD TO: June 30, 2009

1. Original Contract Amount	\$ <u>108 270.00</u>
2. Change Orders Issued to Date (Thru C.O. # <u> </u>)	\$ <u> .00</u>
3. Contract Sum to Date (Line 1+2)	\$ <u>108 270.00</u>
4. Total Completed & Stored to Date	\$ <u>108 270.00</u>
5. Less Retainage (<u> </u> %)	\$ <u> .00</u>
6. Total Earned to Date Less Retainage (Line 4-5)	\$ <u>108 270.00</u>
7. Less Previous Requisitions	\$ <u>97 443.00</u>
8. Payment Due This Period (Line 6-7)	\$ <u>108 27.00</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: Paul A. O'Leary Date: 6/23/09
(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>512-SW1.2</u>
COST CODE #	<u>48400-02-9000</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>

WH Boyer, Inc.

2945 Route 97
Glenwood MD 21738
410-442-2100

License: 13031468



W.H. BOYER, Inc.
LANDSCAPE SERVICES

Contract Invoice

Invoice#: 1439

Date: 11/07/2008

Billed To: Erickson Construction, LLC
703 Maiden Choice Ln
Baltimore MD 21228

Project: Maris Grove 1.2

Due Date: 12/07/2008

Terms: 30DY

Order#

Description	Unit	Qty	Price	Amount
Weed eating at 1.5 Loop Road				
Foreman	Hrs	8.0000	45.00	360.00
Labor	Hrs	32.0000	25.00	800.00
Weed eaters (4 units	Day	2.0000	300.00	600.00
Crew Cab	Day	1.0000	75.00	75.00

*A service charge of 24.00% per annum will be charged on all amounts
overdue on regular statement dates.*

Thank you for your prompt payment!

Non-Taxable Amount:	1,835.00
Taxable Amount:	0.00
Sales Tax:	0.00
Amount Due	1,835.00

WH Boyer, Inc.
2945 Route 97
Glenwood MD 21738
410-442-2100

License: 13031468



W.H. BOYER, Inc.
LANDSCAPE SERVICES

Contract Invoice

Invoice#: 1440

Date: 11/07/2008

Billed To: Erickson Construction, LLC
703 Maiden Choice Ln
Baltimore MD 21228

Project: Maris Grove 1.2

Due Date: 12/07/2008

Terms: 30DY

Order#

Description	Unit	Qty	Price	Amount
Removing Trees at 1.2 Park				
Foreman	Hrs	8.0000	45.00	360.00
Labor	Hrs	32.0000	25.00	800.00
Skid Loader	Hrs	8.0000	65.00	520.00
Crew Cab	Day	1.0000	75.00	75.00

*A service charge of 24.00% per annum will be charged on all amounts
overdue on regular statement dates.*

Thank you for your prompt payment!

Non-Taxable Amount:	1,755.00
Taxable Amount:	0.00
Sales Tax:	0.00
Amount Due	1,755.00

SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR

THIS SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR (this "Agreement") is made as of 8/16/2006 by and between ERICKSON CONSTRUCTION, LLC (the "Contractor"), having an address of 703 Maiden Choice Road, Baltimore, Maryland 21228, Attn: Michael James; and W.H. Boyer, Inc., Landscape Services (the "Subcontractor"), having an address of 2945 Georgia Ave., Glenwood, MD, 21738.

RECITALS

A. The Contractor has made a contract for construction dated as of 2/2/2006 (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 SW 1.2 Loop Road / Evergreen Drive, 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 Bohler Engineering, Inc. (the "Architect"), having an address of 1600 Manor Drive, Chalfont, PA, 18914.

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)


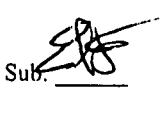
2. THE WORK OF THIS SUBCONTRACT.

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 Landscaping.

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.

Ec.  Sub. 

Contract Number: 004

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: 1/30/2006

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 9/6/2006, ("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 One hundred eight thousand two hundred seventy dollars (\$108,270.00) 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.

EC  Sub 

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 13031468, Registration Number 13758417, and Sales or Tax Registration Number is 01065385, 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: 004

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

Sub:  Sub: 

Contract Number: 004

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.

EC: [Signature] Sub: [Signature]

Contract Number: 004

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;

Contract Number: 004

(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.

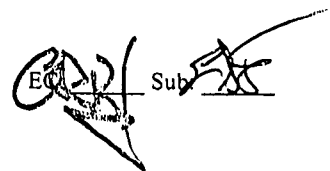
SUBCONTRACTOR SHALL SUBMIT ALL REQUISITIONS AND APPLICATIONS FOR PAYMENT FOR PAYMENT PROCESSING TO: ERICKSON CONSTRUCTION, LLC; Michael James 115 Brinton Lake Road, Glen Mills, PA, 19342 OR TO SUCH OTHER ADDRESS AS CONTRACTOR MAY DIRECT.

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.

EC Sub 

Contract Number: 004

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;

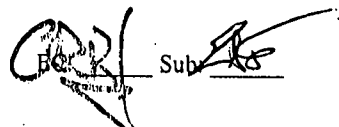

10.2.3. Subtract the aggregate of previous payments made by the Contractor; and

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.

 Sub 

Contract Number: 004

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.

BC Sub: 

Contract Number: 004

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 oblige. Subcontractor can provide this information through a dual oblige rider. Two original copies of all bonds are required and should be forwarded to the Corporate Office located at 991 Corporate Boulevard, Linthicum, MD 21090.**

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

13. **SETTLEMENT OF DISPUTES.**

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

13.2. In case of any dispute between Contractor and Subcontractor, in any way relating to or arising from any act or omission of the Owner or involving the Subcontract Documents, Subcontractor agrees to be bound to Contractor to the same extent that Contractor is bound to the Owner, by the terms of the Subcontract Documents, and by any and all preliminary and final decisions or determinations made thereunder by the party, board or court so authorized in the Subcontract Documents or by law, whether or not Subcontractor is a party to such proceedings. In case of such dispute, Subcontractor will comply with all provisions of the Subcontract Documents allowing a reasonable time for Contractor to analyze and forward to the Owner any required communications or documentation. Contractor will, at its option, (1) present to the Owner, in Contractor's name, 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.

Contract Number: 004

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.

Contract Number: 004

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.

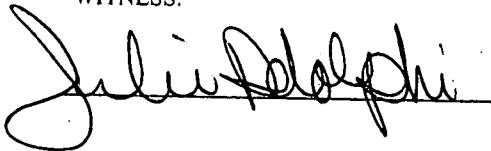
14.15. CONTRACTOR AND SUBCONTRACTOR PAYMENT ACT. Duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available at law or in equity. 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:

Type	Description
Exhibit A	Exhibit A Drawing Log
Exhibit B	Exhibit B Scope
Exhibit C	Exhibit C SOV
Exhibit D	Exhibit D Pay App
Exhibit D-1	Exhibit D1 Pay App Instructions
Exhibit E	Exhibit E Partial Release
Exhibit F	Exhibit F Final Release
Exhibit E-1 & F-1	Instructions for Exhibits E & F
Exhibit G	Exhibit G Vendor List
Exhibit G-1	Exhibit G1 Vendor List Instructions
Exhibit H Sch C	Exhibit H Schedule C

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

WITNESS:

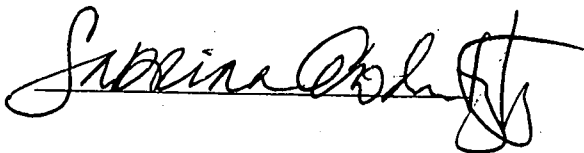


CONTRACTOR
ERICKSON CONSTRUCTION, LLC

By: 

George Brown
Sr. Director of Construction

Dated: NOV 09 2006



SUBCONTRACTOR

By: 

W.H. Boyer, Inc., Landscape Services
Evan Diamond
Vice President

Dated: 10/30/06

Exhibit "A"

Drawings prepared by Bohler Engineerin , RJ Valentine and Whitestone & Associates
Maris Grove Site Work Loop Road/Evergreen Drive

Drawing No.	Rev.	Description	Date
1 of 7-Bohler Engineering	7	Cover Sheet	11/7/05
2 of 7-Bohler Engineering	7	Site Layout Plan	11/7/05
3 of 7-Bohler Engineering	7	Plan & Profile	11/7/05
4 of 7-Bohler Engineering	7	Lighting Plan	11/7/05
5 of 7-Bohler Engineering	7	Construction Phasing Plan	11/7/05
6 of 7-Bohler Engineering	7	Details	11/7/05
7 of 7-Bohler Engineering	7	Details	11/7/05
RW 1-RW 8		Segmental Retaining Wall A Phase 1 & 2	11/8/05
RW 2 & RW 4		Segmental Retaining Wall A Phase 1 & 2	5/3/06
1-92 of 92		Whitestone & Associates, Inc. Geotechnical Report	4/25/05

END OF EXHIBIT "A"

EXHIBIT "B"
SCOPE OF WORK
LANDSCAPING EVERGREEN DRIVE

In addition to the Work generally described in Article I. of this Agreement, the Subcontractor shall provide materials, labor, and equipment to complete the Concordville Town Center & Maris Grove Campus Loop Road landscaping in accordance with the Drawings prepared by Bohler Engineering, Inc., sheets 1 of 7 thru 7 of 7 dated March 28, 2005 and specifications dated October 1, 2005 furnished by Bohler Engineering., one volume (sections 02 and in compliance with all applicable codes and regulations, and drawings by RJ Valentine dated 11/8/2005 & 5/3/2006.

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

1. 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 subcontractor or removed from the jobsite and disposed of in accordance with disposal rules and regulations by the AHJ. Subcontractor will continuously reinforce this stipulation to his workers. Leaving trash in, or around, the jobsite will not be tolerated.
2. Work hours for all trades will be Monday thru Friday from 7:05 AM to 3:35 PM. All Saturday work or work after 3:35 PM must be coordinated with Erickson Construction. Saturdays are to be considered make up days for days lost during the work week due to inclement weather or if schedule dictates to make openings or milestone dates etc.
3. No construction activity can be conducted during the following holidays in accordance with Concord Township's noise ordinance: New Years Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, 4th of July, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.
4. Subcontractor must have a valid Concord Township contractor's license to perform work at Maris Grove.
5. Subcontractor is to abide by all OSHA standards, rules and regulations. Subcontractor is required to provide Erickson Construction with a copy of their safety program as well as copies of their weekly tool box meetings.

6. Subcontractor understands all construction vehicles and employees must use the designated construction entrances and park only in designated areas. No construction traffic will be allowed to exit or enter off of Brinton Lake Road until permission has been granted from Erickson Construction and the AHJ. Exiting left onto Brinton Lake Road from the job site or entering right into the job site off of Brinton Lake will never be allowed. Any subcontractor owned vehicle, subcontractor employee vehicles, subcontractor equipment, subcontractors tier subcontractors and or suppliers seen 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.
7. 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. All utility costs associated with subcontractors own operations are the responsibility of subcontractor.
8. 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 and all required sign permits; this sign shall be reasonably sized and shall not project above such trailer. Any and all signs are subject to Erickson Construction's approval and the AHJ.
9. Subcontractor is responsible for the coordination of locating all known U/G utilities prior to excavating within subcontractors scope of work area. Damage to underground utilities due to failure of this subcontractor not locating utilities will be the responsibility of this subcontractor.
10. Includes quality control efforts by subcontractor by using the best construction practices in all areas of work this subcontractor is responsible for that will provide Maris Grove with an end product that not only functions as intended but is aesthetically pleasing. Special attention to quality by this subcontractor is specifically required .
11. Staging & storage area will be provided in close proximity to the work site of the retaining wall.
12. All permits provided by others.
13. Geotechnical reports will be provided by Hardin & Kight.

DO NOT WRITE BELOW THIS LINE

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 \$108,270.00.

END OF EXHIBIT "C"

EXHIBIT "D"
APPLICATION AND CERTIFICATE FOR PAYMENT

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

DATE:

FROM: W.H. Boyer, Inc., Landscape Services

PROJECT: 512-SW1.2
JOB: Site Work
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	512-SW1.2
COST CODE #	48400-02-9000
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: _____

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 James

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.



EC:  Sub. 

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 SW 1.2 Loop Road / Evergreen Drive 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____.

Contractor/Supplier/Subcontractor

By: _____

(Title)

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

My Commission Expires: _____

Notary Public



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

STATE OF: _____)
COUNTY OF: _____) S.S.

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 SW 1.2 Loop Road / Evergreen Drive 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


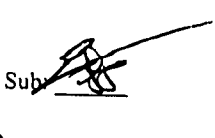
 Sub 

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, L.L.C.
Corporate Office
991 Corporate Blvd
Linthicum Heights, 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 Officer 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.**


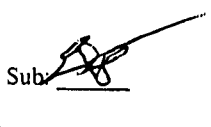
EC:  Sub: 

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 -----
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 -----

Company Name -----
Contact -----
Address -----
Telephone -----
Fax -----

EXHIBIT "G1"
Instructions for Exhibits "G"

ERICKSON CONSTRUCTION, L.L.C.
Corporate Office
991 Corporate Blvd
Baltimore, Maryland 21228
Attn: Accounts Payable Clerk

EXHIBIT G – VENDOR/TIER SUBCONTRACTOR LIST

The attached Vendor /Tier Subcontractor List (Exhibit G) form 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 last day of the month.

If your Vendor/Tier Subcontractor list (Exhibit G) is not fully executed and received on a timely basis, i.e. no later than 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 C 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> *Policy must include a Waiver of Subrogation endorsement in favor of indemnified parties.	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>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
<u>AD.6 Pollution Liability Insurance:</u> covering bodily injury and property damage from environmental incidents and claims appropriate for the services provided under this agreement. Article 12.1.2 requiring additional insured status is also applicable to this insurance policy.	\$1,000,000 ea. Claim \$1,000,000 aggregate

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


 EC: [Signature] Sub: [Signature]



W.H. BOYER, Inc.
LANDSCAPE SERVICES

WH Boyer, Inc.
2945 Route 97
Glenwood MD 21738
410-442-2100

License: 13031468

STATEMENT

Statement Date: 10/27/2009

Billed To: Erickson Construction, LLC
703 Maiden Choice Ln
Baltimore MD 21228

Project: Maris Grove 2

Invoice#	Due Date	Description	Amount	Paid/Credit	Now Due
989	01/31/2008	App #1	56,931.20	54,084.64	2,846.56
1067	04/19/2008	App #2	106,437.25	101,115.38	5,321.87
1152	06/19/2008	App #3	221,914.85	210,819.10	11,095.75
1157	06/20/2008	App #4	230,407.65	218,887.27	11,520.38
1199	07/23/2008	App 5 - June 08	79,055.25	75,102.49	3,952.76
1281	09/18/2008	App 6	142,147.97	138,040.58	4,107.39
1388	11/20/2008	App 8	27,225.58	22,864.30	4,361.28
1451	12/17/2008	App 9	115,391.62	21,433.47	93,958.15
1650	05/16/2009	App #10	54,809.24	54,624.28	184.96
1734	07/18/2009	Building Pond 2.5	13,234.84		13,234.84
1735	07/18/2009	App #11	36,417.49		36,417.49
1781	08/23/2009	App 12	40,316.36		40,316.36
Totals:			1,124,289.30	896,971.51	227,317.79

Current	1-30 Days	31-60 Days	61-90 Days	91+ Days	Retention
0.00	0.00	0.00	40,316.36	187,001.43	0.00

Please Pay This Amount

227,317.79

Contract Summary	Original Contract Amount	0.00
	Net Changes to Date	0.00
	New Contract Amount	0.00
	Total Invoiced to Date	1,124,289.30
	Remaining Balance on Contract	-1,124,289.30

Terms: All invoices are due and payable within 30DY of receipt. A service charge of 24.00 % per anum will be computed on all amounts overdue on regular statement dates.

Thank you for your prompt payment.

EXHIBIT "D"
APPLICATION AND CERTIFICATE FOR PAYMENT

TO: **ERICKSON Construction, L.L.C.**
115 Brinton Lake Road
Glen Mills, PA 19342

DATE: July 24, 2009

FROM: **W. H. Boyer, Inc.**
2945 Rt. 97, Glenwood, MD 21738

PROJECTS: **512-SW2.0**

Job: **Maris Grove 2**

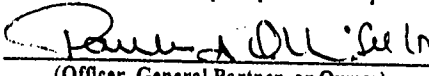
APPLICANT NO **13**

PERIOD TO: July 31, 2009

1. Original Contract Amount	<u>\$976884.35</u>
2. Change Orders Issued to Date (Thru C.O. # <u>7</u>)	<u>\$134170.11</u>
3. Contract Sum to Date (Line 1+2)	<u>\$1111054.46</u>
4. Total Completed & Stored to Date	<u>\$1111054.46</u>
5. Less Retainage (<u>0</u> %)	<u>\$0.00</u>
6. Total Earned to Date Less Retainage (Line 4-5)	<u>\$1111054.46</u>
7. Less Previous Requisitions	<u>\$1055501.74</u>
8. Payment Due This Period (Line 6-7)	<u>\$55552.72</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:  Date: 7/24/09
(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>519SW40</u>
COST CODE #	<u>48400-029000</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>

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER Erickson Construction, LLC

PROJECT: Maris Grove 2

APPLICATION NO 13

Distribution to:

115 Brinton Lake Road
Glen Mills, PA 19342

FROM CONTRACTOR:

VIA ARCHITECT:

W. H. Boyer, Inc.

2945 Rt. 97

Glenwood, MD 21738

PERIOD TO: 07/31/2009

PROJECT NOS: 512-SW2.0

☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐

CONTRACT FOR:

CONTRACT DATE 03/12/2007

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.

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.

1. ORIGINAL CONTRACT SUM

2. Net change by Change Orders

3. CONTRACT SUM TO DATE (Line 1 + 2)

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)

5. RETAINAGE:

a. 0 % of Completed Work

(Column D + E on G703)

b. % of Stored Material

(Column F on G703)

Total Retainage (Lines 5a + 5b or

Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE

(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)

\$	976,884.35
\$	134,170.11
\$	1,111,054.46
\$	1,111,054.46
\$	0
\$	0
\$	0.00
\$	1,111,054.46
\$	1,055,502
\$	55,552.72
\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$151,809.11	
Total approved this Month		\$17,639.00
TOTALS	\$151,809.11	\$17,639.00
NET CHANGES by Change Order	\$134,170.11	

CONTRACTOR:

W. H. Boyer, Inc.

By:

Paul A. D. Seiler Date: 7/24/09

State of: MD

County of: Howard

Subscribed and sworn to before me this 24 day of July 2009

Notary Public: *Lemuel S. Calom*

My Commission expires: 7/23/11

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the 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.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

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: 13
APPLICATION DATE: 07/24/2009
PERIOD TO: 07/31/2009
ARCHITECTS PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
	Landscape Plantings	\$457,652.00	\$457,652.00			\$457,652.00	100.00%		\$0.00
	Hydroseed	\$24,772.35	\$24,772.35			\$24,772.35	100.00%		\$0.00
	Sod	\$56,087.50	\$56,087.50			\$56,087.50	100.00%		\$0.00
	Boulders	\$6,000.00	\$6,000.00			\$6,000.00	100.00%		\$0.00
	Site Furnishings	\$52,551.00	\$52,551.00			\$52,551.00	100.00%		\$0.00
	Pergolas Chapel	\$21,385.00	\$21,385.00			\$21,385.00	100.00%		\$0.00
	Pergola Courtyard	\$47,727.00	\$47,727.00			\$47,727.00	100.00%		\$0.00
	Pergola RB2.5	\$17,925.00	\$17,925.00			\$17,925.00	100.00%		\$0.00
	Residence Gardens	\$109,390.50	\$109,390.50			\$109,390.50	100.00%		\$0.00
	Irrigation	\$131,628.00	\$131,628.00			\$131,628.00	100.00%		\$0.00
	Maintenance 90 Days	\$40,600.00	\$40,600.00			\$40,600.00	100.00%		\$0.00
	Bond	\$11,166.00	\$11,166.00			\$11,166.00	100.00%		\$0.00
	CO 001	\$75,480.32	\$75,480.32			\$75,480.32	100.00%		\$0.00
	CO 002	\$14,659.75	\$14,659.75			\$14,659.75	100.00%		\$0.00
	CO 003	\$22,561.55	\$22,561.55			\$22,561.55	100.00%		\$0.00
	CO 004	\$2,690.00	\$2,690.00			\$2,690.00	100.00%		\$0.00
	CO 005	\$27,820.49	\$27,820.49			\$27,820.49	100.00%		\$0.00
	CO 006	\$8,597.00	\$8,597.00			\$8,597.00	100.00%		\$0.00
	CO 007	(\$17,639.00)	(\$17,639.00)			(\$17,639.00)	100.00%		\$0.00
	GRAND TOTALS	\$1,111,054.46	\$1,111,054.46	\$0.00	\$0.00	\$1,111,054.46	100.00%	\$0.00	\$0.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

8-17

RECEIVED
JUL 23 2009
Erickson Construction
Maris Grove

Erickson

construction, LLC

Contract Change Order

Project: Maris Grove Sitework NH2

Change Order Number: Boyer
007

Project Address: 115 Brinton Lake Rd
Glen Mills, PA 19342

From: Michael James
Maris Grove Sitework NH2
Erickson Construction, LLC.
115 Brinton Lake Rd
Glen Mills, PA, 19342

To: MR Evan S Diamond
W.H. Boyer, Inc., Landscape Services
2945 Georgia Avenue

Glenwood, MD, 21738
(410) 442-2036x

Date: 07/24/2009
Contract For: Landscaping (Sub)
Description: Credit

Cost Code: 029000-48400

Name	Cost
Credit RB 2.5	\$-17,639.00

Original Contract:	\$976,884.35
Previous CCO's:	\$151,809.11
This CCO:	\$-17,639.00
Total Contract:	\$1,111,054.46

W.H. Boyer, Inc./Landscape Services

Signed: 

By: EVAN S. DIAMOND

Date: 7/24/09

Erickson Construction, LLC.

Signed: 

By:

Date: 8/3/09

PURCHASE ORDER**512SW20-13****ERICKSON CONSTRUCTION, LLC**

115 Brinton Lake Rd
Glen Mills, PA 19342
Tel (484) 840-2840 • Fax (484) 840-2843

IMPORTANT

1. THIS P.O. NUMBER MUST APPEAR ON ALL INVOICES, PACKING SLIPS AND CORRESPONDENCE.
2. SUBMIT ALL INVOICES IN DUPLICATE.
3. BILL ALL APPLICABLE SALES OR USE TAX.

TO: W.H. Boyer, Inc., Landscape Services
2945 Georgia Avenue
Glenwood, MD 21738
ATTN: MR Evan S Diamond

SHIP TO: ERICKSON CONSTRUCTION, LLC
Maris Grove Sitework NH2
115 Brinton Lake Rd
Glen Mills, PA 19342

DATE: 07/23/2009

SHIP VIA : Your truck

DELIVERY DATE: 07/23/2009

Invoice # 1734 \$13,234.84 NON-TAXABLE

Additional Description for Line Items:
Misc. Landscaping

PO Items Budget Code: 029000-48400 PO Items Total: \$13,234.84

Other Charges Budget Code: Other Charges Total: \$0.00

Tax Budget Code: 029000-48400 Tax Rate: 6.00% Tax Total: \$0.00

Grand Total for this PO: \$13,234.84

**THIS ORDER IS SUBJECT TO THE TERMS AND
CONDITIONS AS STATED IN THIS DOCUMENT
HEREOF AND ADDENDUM A INCLUDED.**

**NOTE: IF THIS ORDER INCLUDES LABOR,
INDICATE SCHEDULED VALUE ABOVE.**

PURCHASER:

Erickson Construction, LLC.

By:

Michael James

Date:

Seller:

W.H. Boyer, Inc., Landscape Services

By:

MR Evan S Diamond

Date:

7/24/2009

Tax ID:

52-0985739

WH Boyer, Inc.
2945 Route 97
Glenwood MD 21738
410-442-2100

License: 13031468



W.H. BOYER, Inc.
LANDSCAPE SERVICES

Contract Invoice

Invoice#: 1734

Date: 06/18/2009

RECEIVED

JUN 22 2009

Erickson Construction
Maris Grove

Billed To: Erickson Construction, LLC
703 Maiden Choice Ln
Baltimore MD 21228

Project: Maris Grove 2

Due Date: 07/18/2009

Terms: 30DY

Order#

Description	Unit	Qty	Price	Amount
Bldg Pond 2.5 Rough grade & Seed		1.0000	4,200.00	4,200.00
RG Replace Platanus Bloodgood		1.0000	435.00	435.00
RG Install gravel fabric		1.0000	3,450.00	3,450.00
CB1.0 Loading Dock repair to turf/irrigation repair		1.0000	1,841.75	1,841.75
RB2.2 Repair turn		1.0000	345.00	345.00
RG Grass Paver Repair		1.0000	2,172.50	2,172.50
2.4 Parking lot Remove silt fence / regrade		1.0000	595.00	595.00
Bond		1.0000	195.59	195.59

AMOUNT 13,234.84
JOB NO. 512-SW 2.0
ACCT. CODE 48400-029000
APPROVAL 7/22/2009

A service charge of 24.00% per annum will be charged on all amounts overdue on regular statement dates.

Thank you for your prompt payment!

Non-Taxable Amount:	13,234.84
Taxable Amount:	0.00
Sales Tax:	0.00
Amount Due	13,234.84

SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR

THIS SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR (this "Agreement") is made as of 4/4/2007 by and between ERICKSON CONSTRUCTION, LLC (the "Contractor"), having an address of 703 Maiden Choice Road, Baltimore, Maryland 21228, Attn: Michael James; and W.H. Boyer, Inc., Landscape Services (the "Subcontractor"), having an address of 2945 Georgia Ave., Glenwood, MD, 21738.

RECITALS

A. The Contractor has made a contract for construction dated as of 3/12/2007 (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 SW 2.0, 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 Bohler Engineering, Inc. (the "Architect"), having an address of 1600 Manor Drive, Chalfont, PA, 18914.

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 Landscaping.

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.

Sub:  Sub: 

Contract Number: 007

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: 3/19/2007

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 5/1/2008, ("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 Nine hundred seventy-six thousand eight hundred eighty-four dollars and thirty-five cents (\$976,884.35) 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.

Handwritten signature and initials, possibly "EC" and "SHE", with a large checkmark or flourish.

Contract Number: 007

 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 13031465, Registration Number 13158417, and Sales or Tax Registration Number is 0865385, 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.

EC 

Township of Concord
Delaware County, Pennsylvania
Contractor's License/Registration Certificate

Valid 1-1-07 Void After 12-31-07

Name WARREN H. BOYER INC

Contractor Licensed/Registered

Trade _____

Maury Dehmedine MK

Code Enforcement Officer

Contract Number: 007

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

EC Sub 

Contract Number: 007

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.

EC: [Signature] Sub: [Signature]

Contract Number: 007

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;

EC:  Sub

Contract Number: 007

(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.

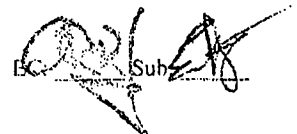
SUBCONTRACTOR SHALL SUBMIT ALL REQUISITIONS AND APPLICATIONS FOR PAYMENT FOR PAYMENT PROCESSING TO: ERICKSON CONSTRUCTION, LLC; Michael James 115 Brinton Lake Road, Glen Mills, PA, 19342 OR TO SUCH OTHER ADDRESS AS CONTRACTOR MAY DIRECT.

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.

EC Sub 

Contract Number: 007

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.

EC: [Signature] Sub: [Signature]

Contract Number: 007

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.

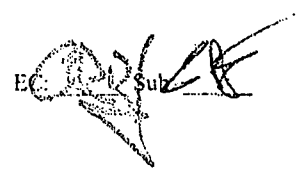
12.1. COVERAGES.

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.

EC  Sub

Contract Number: 007

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 of other perils to the extent covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as fiduciary. The Subcontractor shall require of the Subcontractor's sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

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

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

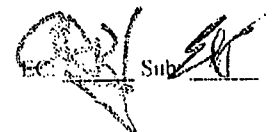
Bond Required for the payment and performance bonds. All bonds must be in the AIA312 format or equal. Cost of bond is on bonding company's invoice at standard rates. **Subcontractor must include the name of the Owner and Lender on all bonds as a dual obligee. Subcontractor can provide this information 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.

EC Sub 

Contract Number: 007

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

Contract Number: 007

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.

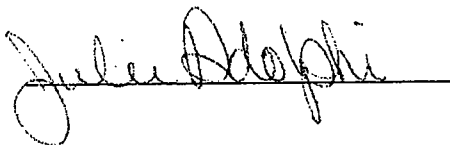
14.15. **CONTRACTOR AND SUBCONTRACTOR PAYMENT ACT.** Duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available at law or in equity. 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

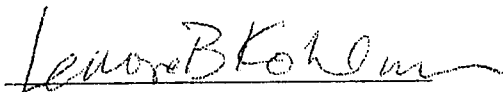
14.16. **EXHIBITS.** The following exhibits are attached hereto:

Type	Description
Exhibit A	Exhibit A Drawing Log
Exhibit B	Exhibit B Scope
Exhibit C	Exhibit C SOV
Exhibit D	Exhibit D Pay App
Exhibit D-1	Exhibit D1 Pay App Instructions
Exhibit E	Exhibit E Partial Release
Exhibit F	Exhibit F Final Release
Exhibit E-1 & F-1	Instructions for Exhibits E & F
Exhibit G	Exhibit G Vendor List
Exhibit G-1	Exhibit G1 Vendor List Instructions
Exhibit H Sch C	Exhibit H Schedule C
Exhibit I	Exhibit I Payment Bond
Exhibit J	Exhibit J Performance Bond

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

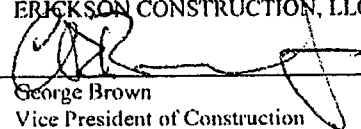
WITNESS:





CONTRACTOR
ERICKSON CONSTRUCTION, LLC

By:

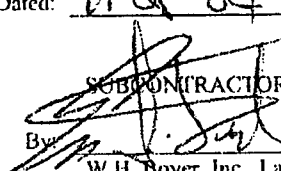

George Brown
Vice President of Construction

Dated:

11-08-07

SUBCONTRACTOR

By:


W.H. Boyer, Inc., Landscape Services
Evan Diamond
Vice President

Dated:

7/6/07

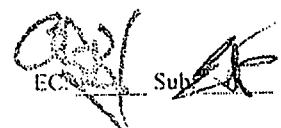



EC Sub

Exhibit "A"
Drawings prepared by Bohler Engineering.
Maris Grove Site Work Neighborhood 2

Drawing No.	Rev	Description	Date
21.01	2	Cover Sheet Record Plan	12/22/2006
21.02	3	General Information Sheet Record Plan	1/5/2007
21.03	3	Overall Site Record Plan (100 scale)	1/5/2007
21.04	3	Neighborhood 2 Site Plan (50 scale)	1/5/2007
21.05	3	Existing Conditions/Demolition Plan (50 scale)	1/5/2007
21.06	2	Natural Resources Plan (50 scale)	12/22/2006
21.07	3	Fire Truck Circulation Plan (50 scale)	1/5/2007
21.08	3	WB-50 Circulation Plan	1/5/2007
21.09	2	Regulatory Signage Plan (50 scale)	12/22/2006
21.10	3	Grading Plan (50 scale)	1/5/2007
21.11	3	Utility Plan (50 scale)	1/5/2007
21.12	3	20 Scale Sheet Index	1/5/2007
21.13	3	Site, Grading & Utility Plans (20 scale)	1/5/2007
21.14	3	Site, Grading & Utility Plans (20 scale)	1/5/2007
21.15	3	Site, Grading & Utility Plans (20 scale)	1/5/2007
21.16	3	Site, Grading & Utility Plans (20 scale)	1/5/2007
21.17	3	Site, Grading & Utility Plans (20 scale)	1/5/2007
21.18	3	Site, Grading & Utility Plans (20 scale)	1/5/2007
21.19	3	Site, Grading & Utility Plans (20 scale)	1/5/2007
21.20	3	E & S Plan (50 scale)	1/5/2007
21.21	3	E & S Notes	1/5/2007
21.22	3	Storm Profiles	1/5/2007
21.23	3	Storm Profiles	1/5/2007
21.24	3	Roof & Yard Drain Tables	1/5/2007
21.25	3	Sanitary Profiles	1/5/2007
21.26	2	Sanitary Profiles	12/22/2006
21.27	2	Details	12/22/2006
21.28	2	Details	12/22/2006
21.29	2	Details	12/22/2006
21.30	2	Details	12/22/2006
21.31	3	Details	1/5/2007
21.32	2	Details	12/22/2006
21.33	3	Details	1/5/2007
21.34	3	Details	1/5/2007
22.01	2	Overall Landscape Plan (50 scale)	12/22/2006

EC:  Sub: 

Drawing No.	Rev	Description	Date
22.02	2	Landscape and Materials Plan (20 scale)	12/21/2006
22.03	2	Landscape and Materials Plan (20 scale)	12/21/2006
22.04	2	Landscape and Materials Plan (20 scale)	12/21/2006
22.05	2	Landscape and Materials Plan (20 scale)	12/21/2006
22.06	2	Landscape and Materials Plan (20 scale)	12/21/2006
22.07	2	Landscape and Materials Plan (20 scale)	12/21/2006
22.08	2	Chapel Enlargement Plan	12/21/2006
22.09	2	CB 2.0 Entry Landscape & Materials Plan (10 scale)	12/21/2006
22.10	2	CB 2.0 Entry Layout & Grading Plan (10 scale)	12/21/2006
22.11	2	CB 2.0 Courtyard Landscape & Materials Plan (10 scale)	12/21/2006
22.12	2	CB 2.0 Courtyard Layout & Grading Plan (10 scale)	12/21/2006
22.13	2	Lighting Plan (50 scale)	12/21/2006
22.14	2	Plan lists, details & notes	12/21/2006
22.15	2	Details	12/21/2006
22.16	2	Details	12/21/2006
22.17	2	Details	12/21/2006
22.18	2	Details	12/21/2006
22.19	2	Details	12/22/2006
22.20	2	Details	12/22/2006
22.21	2	Way Finding Signage Plan (50 scale)	12/22/2006
22.22	2	Irrigation Plan	12/21/2006
90.01-	2	Site Electrical Plans	12/22/2006

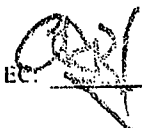

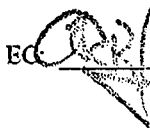

EC:  Sub: 

EXHIBIT "B"
SCOPE OF WORK
LANDSCAPING WORK

In addition to the Work generally described in Article I. of this Agreement, Subcontractor shall provide materials, labor, and equipment to complete Maris Grove NH-2 Landscaping Work in accordance with Drawings and Specifications prepared by Kibart Consulting Engineers dated December 22, 2006 In addition all drawings listed on Bohler Engineering's and MKW drawings dated December 22, 2006 and January 5, 2007 are included, and in compliance with applicable codes and regulations.

In addition to the drawings and specification the Work shall include, but is not necessarily limited to the following:

1. 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 Contractor. Subcontractor will continuously reinforce this stipulation to his workers. Leaving trash in, or around, the jobsite will not be tolerated.
2. Work hours for all trades will only be permitted on Monday thru Friday from 7:05 AM to 3:35 PM and as schedule dictates. All work after 3:35 PM or Saturday work must be pre-approved by Erickson Construction.
3. Subcontractor must have a valid Concord Township contractor's license to perform work at Maris Grove.
4. Subcontractor must abide by all OSHA standards, rules and regulations.
5. Subcontractor understands all construction vehicles and employees must use the designated construction entrances and park only in designated areas. No construction traffic will be allowed to exit or enter off of Brinton Lake Road until permission has been granted from Erickson Construction and the AHJ. Exiting left onto Brinton Lake road from the job site or entering right into the job site off of Brinton Lake Road will never be allowed. Any subcontractor owned vehicles, subcontractor employee vehicles, subcontractor equipment, subcontractors tier subcontractors and or suppliers seen 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.
6. Subcontractor is responsible for keeping all of its operations, storage, trailers, materials, etc. within designated staging areas and is responsible for any permits that may be required. No equipment, materials, trailers, etc. can be stored outside the storage area without specific permission of Erickson Construction.

EC  Sub: 

7. 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 and the AHJ.
8. Subcontractor is to provide a schedule detailing all aspects of the site landscaping work. These schedule items are to be incorporated in Allan A. Myers master sitework schedule and are to be updated weekly. This work is to be coordinated with Erickson Construction and their subcontractors at a weekly meeting or as required.
9. Furnish and install all required layout for this subcontract work only.
10. Provide proper maintenance of traffic control for the safe completion of this scope of work. Any required closing and redirection of traffic must be coordinated through the Erickson Construction superintendent and will require appropriate safety barricades, signage, and flagmen so as to minimize the disruption to the flow of the construction traffic.
11. Subcontractor is responsible for locating all known U/G utilities prior to excavating. Damage to underground utilities due to the failure of the subcontractor not locating utilities will be the responsibility of this subcontractor.
12. Includes red line as-builts for work performed under this subcontract.
13. Included is all excavation, backfill, and required tamping for work performed under this subcontract. All backfill to be performed using excavated spoils.
14. Install sleeves for irrigation piping in the same trench as the wiring sleeve. Sleeves for irrigation to be provided by landscaper including sleeve layout drawings/sleeve sizes in advance and conduit is to be readily available.
15. The first phase of Site Landscaping Work Phase I shall be substantially completed by May 1, 2008 in preparation for the opening of the CB 2.0, RB 2.1, and Maintenance. The final phase of Site Landscaping Work Phase I shall be substantially completed in preparation for the openings of RB 2.3 in March of 2009, RB 2.4 in June of 2009, and RB 2.5 in August of 2009



EC:  Sub: 

EXHIBIT "C"

SUBCONTRACTOR SCHEDULE OF VALUES

- I. 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 \$976,884.35.

END OF EXHIBIT "C"



EC  Sub 

EXHIBIT "D"
APPLICATION AND CERTIFICATE FOR PAYMENT

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

DATE:

PROJECT: 512-SW2.0
JOB: Site Work
APPLICANT NO.:
PERIOD TO:

FROM: W.H. Boyer, Inc., Landscape Services

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	512-SW2.0
COST CODE #	48400-02-9000
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 -DEI.)	<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: 

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 James

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 month's payment cycle.

EC:  Sub: 

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 SW 2.0 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 _____.

Contractor/Supplier/Subcontractor

By: _____

(Title)

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

My Commission Expires: _____

Notary Public

EC: _____ Sub: _____

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 SW 2.0 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

EC: _____ Sub: _____


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, L.L.C.
Corporate Office
991 Corporate Blvd
Linthicum Heights, 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 Officer 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.**

EC:  Sub: 

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 C. Sharkey Enterprises, Inc.
Contact Steve Campanella
Address 456 Penn St. Yeadon, PA 19080
Telephone (610) 622-5912
Fax (610) 622-5916

Company Name Country Club
Contact Steve Furlan
Address 1601 Pickers Street on Garrison Rd. 20079
Telephone (302) 234-2325
Fax (302) 926-7193

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 "G1"
Instructions for Exhibits "G"

ERICKSON CONSTRUCTION, L.L.C.
Corporate Office
991 Corporate Blvd
Baltimore, Maryland 21228
Attn: Accounts Payable Clerk

EXHIBIT G – VENDOR/TIER SUBCONTRACTOR LIST

The attached Vendor /Tier Subcontractor List (Exhibit G) form 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 last day of the month.

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


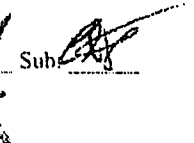
EC:  Sub: 

EXHIBIT "H" Schedule C 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> *Policy must include a Waiver of Subrogation endorsement in favor of indemnified parties.	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>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
<u>AD.6 Pollution Liability Insurance:</u> covering bodily injury and property damage from environmental incidents and claims appropriate for the services provided under this agreement. Article 12.1.2 requiring additional insured status is also applicable to this insurance policy.	\$1,000,000 ea. Claim \$1,000,000 aggregate

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

EC:  Sub

EXHIBIT "T"

Payment Bond

AIA Document A312 – Electronic Format

- Subcontractor must include the name of the Owner and Lender as Dual Obligees:

Owner

Concord Campus, LP
701 Maiden Choice Lane
Baltimore, MD 21228

Lender

Mercantile-Safe Deposit & Trust Co.
2 Hopkins Plaza
P.O. Box 1477
Baltimore, MD 21201

- Subcontractor may provide this information in the form of a Dual Obligees Rider.
- Two original copies of all bonds are required and should be forwarded to the Corporate Office located at: 991 Corporate Blvd., Linthicum, MD 21090.

EC 

EXHIBIT "J"

Performance Bond

AIA Document A312 – Electronic Format

- Subcontractor must include the name of the Owner and Lender as Dual Obligees:

Owner

Concord Campus, LP
701 Maiden Choice Lane
Baltimore, MD 21228

Lender

Mercantile-Safe Deposit & Trust Co.
2 Hopkins Plaza
P.O. Box 1477
Baltimore, MD 21201

- Subcontractor may provide this information in the form of a Dual Obligees Rider.
- Two original copies of all bonds are required and should be forwarded to the Corporate Office located at: 991 Corporate Blvd., Linthicum, MD 21090.

EC:  Sub: 



W.H. BOYER, Inc.
LANDSCAPE SERVICES

WH Boyer, Inc.
2945 Route 97
Glenwood MD 21738
410-442-2100

License: 13031468

STATEMENT

Statement Date: 10/27/2009

Billed To: Erickson Construction, LLC
703 Maiden Choice Ln
Baltimore MD 21228

Project: Maris Grove Renaissance Garden

Invoice#	Due Date	Description	Amount	Paid/Credit	Now Due
1680	04/18/2009	Progress Billing# 1	153,063.00	137,756.70	15,306.30
1780	08/22/2009	Progress Billing# 2	2,140.00		2,140.00
Totals:			155,203.00	137,756.70	17,446.30

Current	1-30 Days	31-60 Days	61-90 Days	91+ Days	Retention
0.00	0.00	0.00	2,140.00	15,306.30	0.00

Please Pay This Amount

17,446.30

Contract Summary

Original Contract Amount
Net Changes to Date
New Contract Amount 155,203
Total Invoiced to Date -155,203
Remaining Balance on Contract

Terms: All invoices are due and payable within 30DY of receipt. A service charge of 24.00 % per annum will be computed on all amounts overdue on regular statement dates.

Thank you for your prompt payment.

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

TO: ERICKSON Construction, L.L.C.
 703 Maiden Choice Lane
 Baltimore, MD 21228

DATE: July 23, 2009

FROM: W. H. Boyer, Inc.

PROJECTS: 512EC10
 Job: Maris Grove Renaissance Gardens

APPLICANT NO. 2

PERIOD TO: July 31, 2009

1. Original Contract Amount	\$155203.00
2. Change Orders Issued to Date (Thru C.O. #)	\$
3. Contract Sum to Date (Line 1+2)	\$155203.00
4. Total Completed & Stored to Date	\$155203.00
5. Less Retainage (10 %)	\$15,520.30
6. Total Earned to Date Less Retainage (Line 4-5)	\$139682.70
7. Less Previous Requisitions	\$137756.70
8. Payment Due This Period (Line 6-7)	\$1,926.00

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: Paul A. O'Neil Date: 7/23/09
 (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	512EC10
COST CODE #	48400-029000
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 "D"

APPLICATION AND CERTIFICATE FOR PAYMENT

TO: ERICKSON Construction, L.L.C.
703 Maiden Choice Lane
Baltimore, MD 21228

DATE: July 23, 2009

PROJECTS: 512EC10
Job: Maris Grove Renaissance Gardens

FROM: W. H. Boyer, Inc.

APPLICANT NO. 3

PERIOD TO: July 31, 2009

1. Original Contract Amount	\$155203.00
2. Change Orders Issued to Date (Thru C.O. #)	\$
3. Contract Sum to Date (Line 1+2)	\$155203.00
4. Total Completed & Stored to Date	\$155203.00
5. Less Retainage (0 %)	\$0.00
6. Total Earned to Date Less Retainage (Line 4-5)	\$155203.00
7. Less Previous Requisitions	\$139682.70
8. Payment Due This Period (Line 6-7)	\$15,520.30

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: Paul D. Quinn Date: 7/23/09
(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	512EC10
COST CODE #	48400-029000
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	

SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR

THIS SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR (this "Agreement") is made as of 03/09/2009 by and between ERICKSON CONSTRUCTION, LLC (the "Contractor"), having an address of 703 Maiden Choice Road, Baltimore, Maryland 21228, Attn: Michael James; and W.H. Boyer, Inc., Landscape Services (the "Subcontractor"), having an address of 2945 Georgia Avenue, Glenwood, MD, 21738.

RECITALS

- A. The Contractor has made a contract for construction dated as of 02/13/2008 (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 Renaissance Gardens 1.0, 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 Wallace Roberts & Todd, LLC (the "Architect"), having an address of 1700 Market Street, Philadelphia, PA, 19103.
- 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 Landscaping (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: 24

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 one hundred fifty-five thousand two hundred three Dollars and zero Cents (\$155,203.00) subject to additions and deductions as provided in the Subcontract.

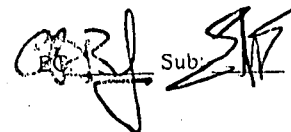
4.2. ALTERNATES.

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.

Sub: 

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 13247931, Registration Number 13752917, and Sales or Tax Registration Number is 01865385, 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.

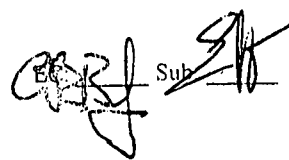
6.2. EXECUTION AND PROGRESS OF THE WORK.

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.

 Sub

Contract Number: 24

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

Contract Number: 24

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).

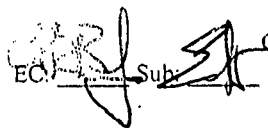
8.2. TERMINATION BY THE CONTRACTOR.

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;

EC: Sub 

Contract Number: 24

(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.

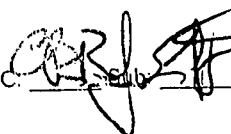
SUBCONTRACTOR SHALL SUBMIT ALL REQUISITIONS AND APPLICATIONS FOR PAYMENT FOR PAYMENT PROCESSING TO: ERICKSON CONSTRUCTION, LLC; Michael James 115 Brinton Lake Road, Glen Mills, PA, 19342 OR TO SUCH OTHER ADDRESS AS CONTRACTOR MAY DIRECT.

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.

EC: 

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.

Contract Number: 24

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.

Contract Number: 24

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.

Contract Number: 24

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.

Contract Number: 24

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

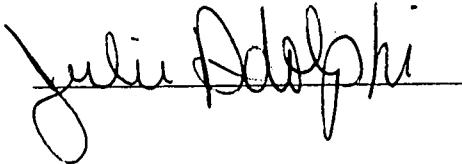
Exhibit F - Final Release

Exhibit G - Vendor List

Exhibit H, Sched C - Insurance Requirements Sched. C

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: 03-20-09

By: 

W.H. Boyer, Inc., Landscape Services
Mr. Evan S. Diamond
Vice President

Dated: 3/12/09

