B 10 (Official Form 10) (04/10	)			S
UNITED STATES BAN	KRUPTCY COURT	Northern District of Texas		PROOF OF CLAIM
Name of Debtor: Littleton Campus, LLC			Case Number: 09-37023	
NOTE: This form should i		ministrative expense arising after the commencement of the person of the pursuant to 11 U.S.C. § 503.		
Sergio Luciani	r other entity to whom the debtor owe	es money or property):		box to indicate that this ds a previously filed
Name and address where notice c/o Pronske & Patel, PC 2200 Ross Avenue, Sui Dallas, TX 75201	;	RECEIVED	claim.  Court Claim  (If known)	Number:
Telephone number: (214) 658-6500		APR 12 2010	Filed on:	
Name and address where paym	ent should be sent (if different from a	BMC GROUP	anyone else relating to	ox if you are aware that has filed a proof of claim our claim. Attach copy of ving particulars.
Telephone number:			Check this or trustee in	ox if you are the debtor this case.
1. Amount of Claim as of Dat		693,093.35		Claim Entitled to der 11 U.S.C. §507(a). If
If all or part of your claim is see item 4.	ured, complete item 4 below; however	er, if all of your claim is unsecured, do not complete	any portio	n of your claim falls in following categories,
If all or part of your claim is en	itled to priority, complete item 5.		amount.	ox and state the
Check this box if claim inclu- statement of interest or charg	les intérest or other charges în additions.	on to the principal amount of claim. Attach itemized		ority of the claim.
2. Basis for Claim: Labor (See instruction #2 on revers			Domestic s 11 U.S.C. §	pport obligations under 507(a)(1)(A) or (a)(1)(B).
3a. Last four digits of any nur  3a. Debtor may have set  (See instruction #3a of  4. Secured Claim (See instruction	aber by which creditor identifies de neduled account as: no reverse side.) ion #4 on reverse side.)	***************************************	to \$11,725 before filin petition or	ries, or commissions (up *) earned within 180 days g of the bankruptcy cessation of the debtor's dichever is earlier – 11 † (a)(4).
information,  Nature of property or right	,	lotor Vehicle   Other	plan – II U	us to an employee benefit S.C. §507 (a)(5).
Value of Property:\$un	known Annual Interest Re	atc%	purchase, le	esse, or rental of property tor personal, family, or
Amount of arrearage and	other charges as of time case filed it	ncluded in secured claim,		use – 11 U.S.C. §507
if any: \$ 693,093.35  Amount of Secured Claim		nanic's Lien Unsecured: \$ 0.00		nalties owed to al units – 11 U.S.C. §507
		ited for the purpose of making this proof of claim.	(a)(8).	
7. Documents: Attach redacted	l copies of any documents that suppor	at the claim, such as promissory notes, purchase		cify applicable paragraph 2 §507 (a)().
You may also attach a summary	<ul> <li>Attach reducted copies of document</li> </ul>	judgments, mortgages, and security agreements. ts providing evidence of perfection of 7 and definition of "reducted" on reverse side.)		entitled to priority:
		MENTS MAY BE DESTROYED AFTER		subject to adjustment on
If the documents are not availab	e, please explain:			y 3 years thereafter with s commenced on or after istment.
04/09/2010 other per address	son authorized to file this claim and a above. Attach copy of power of attorn		ditor or	Erickson Ret. Comm. L
pergio Luciani, President	of Regional Construction Serv	rices, Inc.		01921

### INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

### Items to be completed in Proof of Claim form

### Court, Name of Debtor, and Case Number:

Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

### Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

### 1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

### 2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the trustee or another party in interest files an objection to your claim.

### 3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

### 3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

### 4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

 Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).
 If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to prigrity.

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

### 7. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

### Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

### DEFINITIONS

### Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

A creditor is a person, corporation, or other entity owed a debt by the debtor that arose on or before the date of the bankruptcy filing. See 11 U.S.C. §101 (10)

A claim is the creditor's right to receive payment on a debt owed by the debtar that arose on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

### Secured Claim Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

### Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §507(a) Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

### Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's taxidentification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

### **Evidence of Perfection**

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

### INFORMATION

Acknowledgment of Filing of Claim To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the deptor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code [11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.



2200 Ross Ave | Suite 5350 | Dallas, Texas 75201

Melanie P. Goolsby (214) 658-6500

mgoolsby@pronskepatel.com

April 9, 2010

### VIA FEDEX NO. 798557227702

BMC Group, Inc. Attn. Erickson Retirement Communities, LLC Claims Processing 18750 Lake Drive East Chanhassen, MN 55317

Re: In re Littleton Campus, LLC, Case No. 09-37023 in the United States Bankruptcy

Court for the Northern District of Texas, Dallas Division.

### Dear Sir or Madam:

Please find under cover of this letter Sergio Luciani's proof of claim in the above-referenced case. Please ensure that this claim is properly filed in the correct case. If you have any questions or comments, or if I can be of further assistance to you, please feel free to contact me via the contact information above.

Sincerely,

Melanie P. Goolsby

cc: Rakhee V. Patel [Firm]

Client

# Regional Construction Resources, Inc. Proof of Claim Exhibit List

Exhibit A	Interest Calculation
Exhibit B	Regional Construction Resources, Inc.'s Mechanic's Lien
Exhibit C	Bill of Sale to Sergio Luciani
Exhibit D	Documents supporting claim for outstanding invoices for Elevated Pedestrian Walkway
Exhibit E	Documents supporting claim for outstanding invoices for Wind Crest Community Building 2.2
Exhibit F	Documents supporting claim for outstanding invoices for Wind Crest Community Building 2.1
Exhibit G	Documents supporting claim for outstanding invoices for Wind Crest Community Building 2.0

# Regoinal Construction Resources, Inc. Interest Calculation through October 19, 2009

	_	<del></del>	r	· · · · · · · · · · · · · · · · · · ·				
	1				Number	i		
	1			İ	of days	Ι.	Interest at	<u>Total</u>
}	1	<u>Dutstanding</u>	<u>Date of</u>		<u>of</u>	1:	2% through	Principal
<u>Property</u>	L.	<u>balance</u>	Invoice	Payment due		ΙΤ	10/19/09	Plus Interest
Elevated Pedestrial	\$	72,276.00	03/23/2009	05/20/2009	152	\$	3,611.82	\$ 75,887.82
Walkway	\$	72,276.00				\$	3,611.82	\$ 75,887.82
Wind Crest	\$	98,637.00	01/15/2009	02/20/2009	241	\$	7,815.29	\$ 106,452.29
Community Building	\$	42,100.00	04/09/2009	05/20/2009	152	\$	2,103.85	\$ 44,203.85
2.0	\$	140,737.00				\$	9,919.14	\$150,656.14
Wind Crest	\$	91,681.00	04/15/2009	05/20/2009	152	\$	4,581.54	\$ 96,262.54
Community Building	\$	13,870.00	04/30/2009	06/20/2009	121	\$	551.76	\$ 14,421.76
2.1	\$	105,551.00				\$	5,133.30	\$110,684.30
Wind Crest	\$	225,624.00	03/23/2009	05/20/2009	152	\$	11,275.02	\$ 236,899.02
Community Building	\$	106,466.00	04/15/2009	05/20/2009	152	\$	5,320.38	\$111,786.38
2.2	\$	6,905.00	04/30/2009	06/20/2009	121	\$	274.69	\$ 7,179.69
	\$	338,995.00				\$	16,870.09	\$ 355,865.09
TOTALS	\$	657,559.00				\$	35,534.35	\$ 693,093.35



#2009080400, 10/20/2009 at 12:54:54 PM, 1 OF 2,Rec Fee \$11.00 Douglas County CO Jack Arrowsmith, Clerk & Recorder

### STATEMENT OF LIEN

In accordance with Article 22 of Title 38 of the Colorado Revised Statutes,

Regional Construction Resources, Inc.

makes the following statement of lien:

FIRST: That the name of the owner or reputed owner of such property to be charged with the lien is: Littleton Campus, LLC, 701 Maiden Choice Lane, Catonsville, MD 21228.

SECOND: That the name and mailing address of the person claiming the lien is Regional Construction Resources, Inc., 15460 Pin Oak Drive, Conroe, TX 77384.

a subcontractor.

That the name of the person who furnished the laborers or material or performed the labor or services, or supplied the machinery, tools or equipment for which said lien is claimed is Regional Construction Resources, Inc. That the name of the principal contractor is Erickson Construction, LLC, 701 Maiden Choice Lane, Catonsville, MD 21228.

THIRD: That the property to be charged with such lien is described as follows:

### LOT 1 BLOCK 2 ERICKSON SUBDIVISION 18.06 AM/L

also known by street number as 2975 Summer Wind Lane, Littleton, CO 80129 and/or 3003A Millvista Road, Littleton, CO 80129 and/or 3006 W. County Line Road, Littleton, CO 80129 situate in the County of Douglas, State of Colorado. That the said lien is held for and on account of Regional Construction Resources, Inc. for labor performed

FOURTH. That the amount of indebtedness due or owing the claimant for which said lien is claimed, for laborers or material furnished, labor and services performed, machinery, tools and equipment supplied is \$657,559.00, together with interest thereon at the legal rate.

Regional Construction Resources, J.

Sergio Luciani, President

STATE OF TEXAS

COUNTY OF HARRIS M ontgomery

I, Sergio Luciani, being of lawful age and being first duly sworn upon oath, do say that I am a President for claimant herein named; that I have read the within statement of lien and abstract of indebtedness and know the contents thereof; and that the same is true and correct, to the best of my knowledge, information and belief, and is made on behalf of the claimant,

Subscribed and sworn to before me in the County of Harris, State of Texas, this 30 day of September, 2009. montgomer y

My commission expires:

Witness my hand and official seal.

GERALYN MARIE BEIRIGER otary Public, State of Texas Commission Expires

### NOTICE OF INTENT TO FILE A LIEN STATEMENT

TO THE OWNER AND TO THE PRINCIPAL CONTRACTOR:

Take Notice that the Lien Claimant set forth on the Statement of Lien contained on the reverse of this Notice claims a Mechanic's Lien for laborers or material or equipment supplied to, or labor performed on, the project situate upon the real property described on said Statement of Lien, for the amount stated. If payment is not made within ten (10) days, the Claimant intends to record said Statement of Lien in the County wherein the real property is located. This notice is given pursuant to Section 38-22-109(3) C.R.S.

Sergio Luciani, President Regional Construction Resources, Inc. 25460 Pin Oak Drive Conroe, TX 77384

AFFIDAVIT OF SERVICE OR MAILING - OWNER

STATE OF COLORADO

CITY AND COUNTY OF DENVER

The undersigned, being of lawful age and being first duly sworn upon oath, deposes and says that this Notice of Intent to File a Lien Statement was mailed by fully prepaid certified mail, return receipt requested, to the last known address of the owners of Fephine Lyner or his agent, as follows: Littleton Campus, LLC, 701 Maiden Choice Lane, Catonsville, MD 123 of September, 2009.

Subscribed and sworn to before me in the sty and County of Denver, State of Colorado, this day of September, 2009.

My commission with the sty and County of Denver, State of Colorado, this day of September, 2009.

Notary Public

AFFIDAVIT OF SERVICE OR MAILING - CONTRACTOR

STATE OF COLORADO

CITY AND COUNTY OF DENVER

The undersigned, being of lawful age and being first duly sworn upon oath, deposes and says that this Notice of Intent to File a Lien Statement as major fully prepaid certified mail, return receipt requested, to the last known address of the principal or principal

Subscribed and short of before are inductive and County of Denver, State of Colorado, this day of September, 200

My commission extres: Or 100 13

Witness my hand and official seeds 04/04/2013

AFFIDAVIT OF SERVICE OR MAILING PRIOR TO FILING LIEN STATEMENT

Notary Public

STATE OF COLORADO

CITY AND COUNTY OF DENVER

The undersigned, being of lawful age and being first duly sworn, deposes and says that this Notice of Intent to File a Lien Statement was served in the County Clerk and Recorder.

The undersigned, being of lawful age and being first duly sworn, deposes and says that this Notice of Intent to File a Lien Statement was served. The Lien Statement with the County Clerk and Recorder.

Subscribed and sworm to be fore me in the with and County of Denver, State of Colorado, this 19<sup>th</sup> day of October 2009.

Witness my hand and of Richard.

My Commission Expires 04/04/2013:

(D0585813.1)No. 180A. Rev. 8-00. STATEMENT OF LIEN WITH NOTICE OF INTENT TO FILE A LIEN STATEMENT (Page 2 of 2)



Regional Construction Resources, Inc.

15460 Pin Oak Drive Conroe, Texas 77384 Ph 713.789.5131 Fax 713.789.5575

December 31, 2009

### Bill of Sale

On this 31st. day of December 2009, regional Construction Resources, Inc., a Texas corporation with offices at 15460 Pin oak Drive, Conroe Texas 77384, hereby sells and conveys to Sergio Luciani, an individual with Texas Drivers License number 23088982, all rights related to certain invoices owned by said Regional Construction Resources, Inc. related to work and services performed by said Regional Construction Resources, Inc., on behalf and for the benefit of Erickson Construction LLC, Littleton Campus, and more specifically described in Exhibit "A" enclosed herein and made and integral part of this conveyance document.

This sale and conveyance include all rights of recovery of the principal outstanding and unpaid aggregate face value of such receivables and any and all rights to statutory interest, damages and any other rights related to the unpaid balances on such receivables owed to Regional construction Resources by Erickson construction, LLC, or any other affiliated entity which may be deemed responsible for payment of such invoices. This conveyance includes relative Material contracts related to such Invoices and all rights related to such contracts.

This conveyance is made in consideration of the payment of \$25,000.00 made by Sergio Luciani to Regional Construction Resources, Inc. and the execution by Sergio Luciani of a note in the amount of \$40,755.00 payable to Regional construction Resources, Inc. on or before December 31st. 2010.

Regional construction Resources, Inc. hereby agrees to execute in the future and upon demand by Sergio Luciani any and all instruments that may be necessary to perfect this conveyance or as required by any institution, entity or individual, that may facilitate the collection of said receivables.

# Exhibit "A"

Invoices Included in this conveyance:

Wind Crest 2.0

RCRI Project 748

Aggregate Outstanding Balance \$140,737.00

Invoices:

RCRI No. 4046 Invoice No. 748-4 Dated April 15, 2009

RCRI No. 4009

Invoice No. 748-4REV

RCRI No. 3990

Invoice No. 748-3

RCRI No. 39

Invoice No. 748-2

RCRI No. 3937

Invoice No. 748-1REV

Windcrest CB2.2 RCRI Project 756 Invoices:

Aggregate Outstanding Balance \$338,995,00





# Exhibit "A" Cont.

RCRI No. 4060	Invoice No. 756-7
RCRI No. 3990	Invoice No. 756-7
RCRI No. 4050	Invoice No. 756-6
RCRI No. 4041	Invoice No. 756-5
RCRI No. (Blank)	Invoice No. 756-3REV
RCRI No. 3978	Invoice No. 756-2
RCRI No. 39	Invoice No. 756-1

Windcrest RB2.1 RCRI Project 755

Invoices:

Outstanding Aggregate Balance \$105,551.00 RCRI No. 4059 Invoice No. 755-7 RCRI No. 4050 Invoice No. 755-6 RCRI No. 4040 Invoice No. 755-5 RCRI No. Blank Invoice No. 755-4REV RCRI No. Blank Invoice No. 755-3REV RCRI No. 3977 Invoice No. 755-2

RCRI No. 39

Invoice No. 755-1

Windcrest EPW RCRI Project 759 Invoices:

Outstanding Aggregate Balance \$ 72,276.00 RCRI No. 4039 Invoice No. 759-4 RCRI No. Blank Invoice No. 759-3(R) Invoice No. 759-2

RCRI No. 3995 RCRI No. 3986

Invoice No. 759-1REV

Executed on this 31st day of December 2009

Regional Construction Resources, Inc.

Egio Epetani, President

GERALYN MARIE BEIRIGER latery Public, State of Texas My Commission Expires July 06, 2013

State of Texas, County of Montgomery

Subscribed and sworn to before this

31 of December, 2009

Notary Public

My Commission Expires: 17-06-2013

Erickson Construction, LLC

Project:

Elevated Pedestrian Walkway

Project Address:

Mill Visa Rd

Highlands Ranch, CO 80129

### RCRI Project # 759

- Materials Contract
- Invoices

0	March 23, 2009	\$72,276.00
0	December 19, 2008	\$306,960.00
0	December 10, 2008	\$39,000.00
0	November 12, 2008	\$5,000.00

Partial Lien Waver

0	January 23, 2009	\$44,000.00
0	February 24, 2008	\$306,960.00

> Account Summary

 Contract amount
 \$432,093.20

 Change Orders
 \$0.00

 Contract sum to Date
 \$432,696.00

 Invoiced
 \$423,236.00

 Paid to date
 \$350,960.00

Balance outstanding \$72.276.00



# MATERIALS CONTRACT

This Materials Contract is made as of the 13 day of November, 2008 by and between Erickson Construction, LLC (the "Contractor"), whose mailing address is 701 Maiden Choice Lane, Catonsville, Maryland 21228 and Regional Construction Resources, Inc. (the "Supplier"), whose mailing address is 5600 NW Central, Suite 100, Houston, TX, 77092, PHONE: (713) 789-5131, FAX: (713) 789-5175, for work to be done on the Project known as the Wind Crest Enclosed Pedestrian Walkway located at 3003A Mill Vista Highlands Ranch, CO 80129, located in Highlands Ranch, CO (the "Site").

In consideration of the mutual covenants set forth herein, Contractor and Supplier agree as set forth below:

### 1. THE GOODS

The Supplier agrees to furnish: Structural Steel (Equip)

3.00%

### 2. THE MATERIALS CONTRACT PRICE

The Contractor shall pay to the Supplier for delivery of the Goods the following Contract Price:

Cost of Goods:

\$420,093,20

Unit prices:

See Exhibit G

Sales Tax:

\$12,602.80

A total dollar amount of:

\$432,696.00

Cost Code:

554BR10 48700-051000

All sales and/or use tax payable in connection with this transaction is included in the Contract Price. The sales tax registration form attached to this Materials Contract Agreement (Exhibit C) must be completed and returned prior to any payments being made for this

### 3. BONDS

Contractor will require a payment and performance bond for all Material Contracts over \$500,000. All bonds must be in the AIA 312 format or equal. Cost of bond is on bonding company's invoice at standard rates. Supplier must include the names of the Owner and Lender on all bonds as a dual oblige. Subcontractor can provide this information through a dual oblige rider. Two original copies of all bonds are required and should be forwarded to the Corporate Office located at 991 Corporate Boulevard, Linthicum, MD 21090.

Unless waived by Contractor in this Subsection, 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 Material Contract sum issued by a surety acceptable to Owner.

### 4. ADDITIONAL GOODS

The Supplier understands and agrees this Agreement also includes the furnishing of the below listed items at the above price, regardless of whether or not they are shown in the Drawings and Specification as shown on Exhibit A attached hereto

### 5. SCHEDULE

The Supplier acknowledges and agrees that time is of the essence for all provisions of this Agreement. To this end Supplier agrees to the following dates with regard to all submissions required by the Plans and Specifications:

- a. Revise and resubmit all items within a maximum of seven (7) days after being returned for correction.
- b. The following code numbers shall be on all submissions:

Cost Code: 554BR10 48700-051000

c. Supplier will coordinate and submit to the Contractor within two (2) weeks after execution of this Materials Contract a coordinated and detailed construction schedule to include the following:

EC: \_\_\_\_Sub:

Subcontractor: Regional Construction Resources, Inc.
Cost Code: 554BR10 48700-051000

- Fabrication schedule showing overall lead times for the production of each material included within the Material Contract.
- Delivery schedule for each component included within this Materials Contract
- d. Supplier agrees to deliver material(s) to the site as directed by the Contractor. Supplier agrees to use licensed trucking companies that are fully insured in accordance with all state and federal mandated rules and regulations for all deliveries. Unsafe or unlicensed delivery vehicles will not be permitted to enter the site.

### 6. PAYMENT

Payment Terms: Invoicing, after delivery to Site and acceptance of material, to be submitted not later than the 20th of each calendar month. Provided invoices are received by such date, payment will be <u>DUE</u> on the 20th day of the following month. Detailed instructions are included in the Exhibit B "General Provisions" under item #9.

SUPPLIER SHALL SUBMIT ALL INVOICES FOR PAYMENT PROCESSING TO: ERICKSON CONSTRUCTION, LLC, ATTENTION: PROJECT MANAGER, 3003A Mill Vista, Highlands Ranch, CO 80129.

### 7. RELEASE

- 7.1. Supplier agrees to deliver to Contractor an executed ACKNOWLEDGEMENT OF PROGRESS PAYMENT (Exhibit D) and RELEASE OF LIENS AND CLAIMS (Exhibit E Partial or Exhibit F Final) before payment for any supplies, in the form attached hereto.
- 7.2. Supplier and any persons acting through or under Supplier shall not file or maintain any mechanics claims or liens against the Project, or the building thereof, or the lot of ground appurtenant thereto, for or on account of any Work done or materials furnished by this Supplier and/or any such person or persons as aforesaid.
- 7.3. To the fullest extent permitted by applicable law, Supplier, for and on behalf of Supplier and all other persons acting through or under Supplier, hereby expressly waives and relinquishes the right to have, file, or maintain any mechanics' claims or lien against the Project, the buildings thereof, and the lot of ground appurtenant thereto, or any of them, which waiver shall be and hereby is made an independent covenant and shall operate and be effective also with respect to Work and labor done and materials furnished under any supplemental agreement between Contractor and Supplier, or any agreement for extra Work done, performed, furnished or supplied in and about the Project, although not therein referred to as Work and labor performed and materials furnished under this Contract.
- 7.4. Supplier, when required by Contractor as a condition precedent to the making of any payment hereunder, shall furnish to the Contractor a full and complete release and discharge, in a form satisfactory to Contractor and Owner, of all liens, claims, and demands arising out of or relating to any and all materials furnished, Work done, and equipment used in connection therewith (see Exhibit E & F attached hereto). Furthermore, if, prior to final payment, the Contractor, Owner, or any party providing financing for the Project requests a release of liens from Supplier or anyone acting through or under Supplier, Supplier shall execute and deliver such release of liens in a form (see Exhibit F attached hereto) satisfactory to Contractor, Owner or such other party.
- 7.5. If any Supplier or other person working under Supplier files a mechanics' lien or claim or notice of intention or right to file a lien for or on account of work, labor, services, materials, equipment or other items furnished under or in connection with this Agreement, Supplier agrees to discharge or remove such lien, claim or notice at its own expense by bond, payment or otherwise within twenty (20) calendar days from the date of the filing thereof, and upon its failure to do so, Contractor or Owner shall have the right to cause any such lien or claim, notice of intention or stop notice to be removed or discharged by whatever means Contractor or Owner chooses, at the sole cost and expense of Supplier (such costs and expenses to include legal fees and disbursements). Supplier agrees to hold harmless and indemnify Contractor and Owner from and against any and all losses, claims or other filings, and actions brought or judgments rendered thereon, and from and against any and all losses, damages, liabilities, costs and expenses, including legal fees and disbursements, which Contractor or Owner may sustain in connection therewith.

### 8. SUBORDINATION

8.1. Supplier shall and hereby does subordinate any and all liens, rights and interests owned, claimed, or held by Supplier in and to any part of the Goods or land on which the Goods are located, to the lien or liens securing payment of sums now or hereafter borrowed by Contractor or Owner in connection with construction of the Project. Supplier shall execute such evidence of the subordination as Contractor's or Owner's lender(s) may require.

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Subcontractor: Regional Construction Resources, Inc. Cost Code: 554BR10 48700-051000

8.2. Supplier shall and hereby agrees to include in every subcontract relating to the Goods to which it is a party, and shall require the inclusion in each lower tier subcontract, provisions that the person or entity performing labor or furnishing materials pursuant to such subcontract agrees to subordinate any mechanic's or material men's lien or liens securing payment of sums now or hereafter borrowed by Contractor or Owner in connection with the construction of the Project.

### 9. WAIVER OF SUBROGATION

a. The Contractor and Supplier waive all rights against (1) each other and any of their suppliers, subcontractors, subsubcontractors, agents, employees, officers, members and directors, each of the other, and (2) the Owner, Developer, Operator, and any of their Subcontractors, sub-subcontractors, suppliers, 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 subsubcontractors, 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.

### 10. THE MATERIALS CONTRACT DOCUMENTS

The Materials Contract Documents consist of the following:

- This Contract
- Drawings & Specification (Exhibit A)
- General Provisions (Exhibit B)
- Sales Tax Form (Exhibit C)
- Application for Payment (Exhibit D)
- Instructions for Exhibit D (Exhibit D1)
- Partial Release of Liens (Exhibit E)
- Instructions for Exhibit E & F (Exhibit E1-F1)
- Final Release of Liens (Exhibit F)
- Scope of Work & Unit Price Schedule (Exhibit G)

### 11. MISCELLANEOUS

- 11.1 Supplier may not assign this Materials contract to any person or entity without Contractor's prior written consent.
- 11.2. Duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder 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.
- Supplier agrees to indemnify and save Contractor, Owner, Owner's agents, Developer, operator, their respective parent and subsidiaries and their respective agents, officers, employees, members and directors harmless from, and defend at its own expense, any and all claims, suits, losses, damages, or expenses in any manner connected with the materials furnished by the Supplier under this Contract or caused or occasioned in whole or in part by reason of the presence of the person or property of Supplier, its employees, agents, or suppliers, except with such claims or suits arise out of the sole negligence of Contractor.
- 11.4. Supplier shall defend, indemnify, and save Contractor, Owner, Owner's agents, Developer, operator, their respective parent and subsidiaries and their respective agents, officers, employees, members and directors harmless from, and defend at its own expense, any and all claims by the employees of Supplier, its vendors, or its agents, when such claims shall have been incurred, or alleged to have occurred from an unsafe place to work or such similar type of complaint.

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Subcontractor: Regional Construction Resources, Inc. Cost Code: 554BR10 48700-051000

- 11.5. Supplier shall pay all expenses, costs, and attorney's fees incurred by Contractor, Owner, Owner's agents, Developer, operator, their respective parent and subsidiaries and their respective agents, officers, employees, members and directors in the enforcement of this Contract, of any bond furnished in connection herewith, or for the prosecution or defense of any claim as defined herein.
- 11.6 Supplier shall indemnify, defend, and hold harmless Contractor, including but not limited to attorneys fees and costs, to the fullest extent and under no circumstances to a lesser extent than Contractor has indemnified Owner and others with respect to Supplier's Work (including without limitation, Supplier's performance of its Work) under the Contract Documents.

IN WITNESS WHEREOF, the parties have set forth their hand and seal below.

WITNESSES: 12/18/08	CONTRACTOR: ERICKSON CONSTRUCTION, LLC.
DATE:	BY: David Tague TITLE: Vice President of Construction
11-14-2008	SUPPLIER: Regional Construction Resources, Inc.
DATE:	BY: Sergio Luciani TITLE: Owner

Owner

# EXHIBIT "A" Contract Documents

<b>Drawing Number</b>	Description	<u>Date</u>
39.00	Cover Sheet	07/22/2008
39.00A	EPW	07/22/2008
39.01	EPW Plans	07/22/2008
39.02	EPW Plans	07/22/2008
39.03	EPW Plans	07/22/2008
39.04A	EPW Elevation	07/22/2008
39.04B	EPW Section	07/22/2008
39.05	EPW	07/22/2008
40.01	EPW Plans	07/22/2008
41.01	EPW Plans	07/22/2008
42.01	EPW Plans	07/22/2008
45.01	EPW Finish Schedule	07/22/2008
49.01	EPW	07/22/2008
60.01	EPW Plans	07/22/2008
60.02	EPW Plans	07/22/2008
60.03	EPW Plans	07/22/2008
60.04	EPW Elevations	07/22/2008
61.01A	EPW Special Inspections	07/22/2008
61.02A	EPW General Notes & Typ. Pier Detail	07/22/2008
63.01	EPW Sections & Details	07/22/2008
63.02	EPW Sections & Details	07/22/2008
63.03	EPW Sections & Details	07/22/2008
70-80.01	EPW Mechanical/Plumbing	07/22/2008
70.00/80.00	EPW Mechanical & Plumbing	07/22/2008
90.00	EPW Electrical	07/22/2008
90.01	EPW Electrical	07/22/2008

# EXHIBIT "B" General Provisions

- The Supplier shall replace or, if approved by the Architect, Owner and/or Contractor repair any defective work, cracked, chipped
  or damaged materials. Supplier will be responsible for all associated costs if the damage occurs at the fabrication plant or during
  transportation to the jobsite. Supplier agrees to promptly provide all replacement materials at no additional cost to the Owner,
  Architect or Contractor and repeat tests as necessary until all work is proven satisfactory. Retesting cost shall be the
  responsibility of the Supplier should the Owner elect.
- 2. Supplier recognizes that the area within the project site is limited, and that parking will not be permitted for any vehicles, including foreman's, which are not required for the actual performance of Supplier's work. Any vehicle parked on or adjacent to the site without Contractor's permission is subject to removal at the Supplier's expense.
- 3. The Supplier understands the project site is in an urban location and that only a limited amount of on site material staging will be permitted. It is the responsibility of each Subcontractor and Supplier to coordinate all on site staging with the Contractor's Superintendent. All material deliveries must be coordinated at least forty-eight (48) hours in advance. This Supplier understands that the limited space also applies to the use of site trailers and/or field offices and permission must be obtained by Project Superintendent.
- 4. It is agreed and understood that all communications to the Architect or Engineer or Owner or Leasing Agent or other Subcontractor's and Supplier's, or any representative of the above, whether written or verbal, shall be through the Contractor unless specific permission is granted by the Contractor for a direct communication, and any communications not so conducted shall neither be binding or enforceable on any party. Further, any communication with any of the above parties conducted with permission of the Contractor shall be documented and summarized in writing by the Supplier within 24 hours of the communication, noting parties involved, subjects discussed, conclusions reached, and all other pertinent information, and shall be immediately distributed to the Contractor and all parties involved. If such communication in any way affects the Work of other Subcontractors or Suppliers this Supplier shall be liable for all costs involved unless specifically authorized otherwise by the Contractor in writing.
- 5. Backcharges to the Contractor or to other Subcontractors on the project, for which this Supplier fees are not included with the Materials Contract, must be brought to the attention of the Contractor, in writing, with ten (10) days of the initial occurrence and must be submitted for payment with all required back-up with twenty (20) days of the occurrence. Any event for which Supplier has not so notified and submitted shall not entitle Supplier to on-going Backcharges, these Backcharges must initially be submitted as noted above, and thereafter on a bi-weekly basis. Any Backcharges to be brought against this Supplier by either the Contractor or another Subcontractor or Supplier shall be forwarded in written notification not more than twenty (20) days from initial occurrence and submitted with proper back up for payment with thirty (30) days or shall be otherwise null and void. Subcontractors and Suppliers are encouraged to work out minor disputes between each other, but Contractor shall not be responsible for the enforcement, or collection of any sums, or any agreements between Subcontractors and/or Suppliers for which a written agreement was not prepared and signed by all parties.
- 6. It is understood that modifications to the details shown on the design drawings may be required. However, it is clear that the Architect's concept, i.e. profiles, reveals, sight lines, floor closure, dimensioning, proportioning, etc., whose intent is schematically indicated in the Contract Documents, must be maintained throughout.
- 7. The Change Order Request shall consist of the detailed cost estimate outlining the changes in the work and detailed documentation justifying proposed changes in time. This estimate shall be computed in accordance with accepted estimating procedures and in accordance with the terms of the Contract Documents, and the costs for labor and materials shall be at prevailing rates in the Project area.
- 8. With thirty (30) days of the execution of the Materials Contract, Supplier shall submit for approval of the Contractor, a complete schedule of values breakdown of the Materials Contract amount. The schedule of values breakdown shall be in the form similar to the AIA. G703 format. When approved, the schedule shall be used to apply for monthly (and final) progress payments. All sums shall have amounts rounded off up or down to the nearest whole dollar except final payment.
- 9. Progress payment applications shall be prepared and submitted to the Contractor on or before the 20<sup>th</sup> of the month for payment by the 20<sup>th</sup> of the following month.

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Cost Code: 554BR10 – 48700-051000

- 10. Notwithstanding any other provision contained in this Materials Contract and superseding ay contrary term expressed herein, Supplier agrees that if in the event on any picket, strike, work stoppage, or other form of labor dispute at the jobsite, whether that dispute or picket is in connection with the Owner, the Contractor, the Supplier or any other subcontractor or separate contractor on the jobsite, Supplier will continue to perform the Supplier's work required herein, with interruption on delay, because of such picket or other form of labor dispute, the Contractor may terminate services or the Supplier after giving twenty-four (24) hours written notice and an intent to do so, or the contractor may invoke any of the rights and remedies set forth in this Materials Contract. Additionally, should the Supplier be party to one or more labor agreements he shall, with twenty four (24) hours, take any and all legal action provided for, or permitted by, such labor agreements in order to expedite resumption of work on this Project. It is contemplated hereby the Supplier shall, if necessary, utilize to the fullest extent possible all contractual provisions contained in Supplier's labor agreement which allow for the hiring of replacement employees, should the hiring of the Supplier be unable or unwilling to meet the need of the Supplier.
- 11. The Supplier shall cooperate with the Contractor and other Suppliers and Subcontractors whose work might interface with Supplier's work, and shall participate in the preparation or coordination drawings in areas of congestion, specifically noting and advising the Contractor on any such interferences.
- 12. Payments made on account of materials or equipment not in place but delivered and suitably stored, when agreed upon in advance in writing by the Owner. Such materials or equipment (Stored Materials) may be at the Property or at any other location agreed upon in advance in writing by the Owner.
- 13. Beyond Stored Materials, Owner will not advance progress payments for Supplier engineering, shop drawing preparation, or insurance costs, all of which are incidental to the award of the Materials Contract and the subsequent performance of the work: however, Supplier may include such costs (limited to a maximum of two (2%) percent of the materials contract amount) in its initial payment request which will be paid after commencement of work by Supplier. In the event Supplier has purchased a performance and payment bond, owner will advance progress payment for the cost of same upon request and upon receipt of a copy of the invoice for the premium.

Sub CD

# EXHIBIT "C" Sales Tax Form

Subcontractor / Supplier Name: Regional Construction Resources, Inc.	
Address: 5600 NW Central, Suite 100, Houston, TX, 77092	
Job No. 554BR10	
Purchase Order Number: 02	
Is licensed to do business in the State of CO, sales tax registration number is 28-45379-900	2
Will remit all sales tax on the taxable items in the Purchase Order to the State of CO on a timely reporting basis.	
Signed: Date: 01/10/09	
Title: ——— dent	
*******	

Is not licensed to do business in the State of CO and will not include sales tax on any invoices.

Signed:

Date:

Title:

# 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. 3003A Mill Vista Highlands Ranch, CO, 80129

ATTN: Project Manager, Matt Ferguson

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.

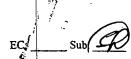
EC: Sub:

Swh: Regional Construction Resources, Inc. Cost Code: 554BR10 - 48700-051000

### EXHIBIT "D"

### APPLICATION AND CERTIFICATE FOR PAYMENT

1. Ortginal Contract Amount 2. Change Orders Issued to Date (Thru C.O.#	TO:	ERICKSON CONSTR 703 Maiden Choice Las Baltimore, MD 21228 Regional Construction R	, 1e	DATE: PROJECT NO.: JOB: APPLICANT NO. PERIOD TO:	554BR10 Enclosed Pedestrian W	<sup>7</sup> alkway
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 be accordance with the Contract Documents; (ii) that it has paid its employees, sub-subcontractors, and material suppliers material for which Erickson Construction has paid previous requests for payment: (iii) that the amount of this invoice i (Officer, General Partner, or Owaer)  Note: Payment will be made for only those costs which are included as part of the Original Contract amount or for Change Order has been issued by Erickson Construction L.L.C. Please provide a list of any outstanding clair additional costs or pending extras.  NOTES:  TO BE COMPLETED BY PROJECT MANAGE RETAINAGE RELEASE \$  PROGRESS BILLING \$  RETAINAGE HELD \$  TOTAL AMOUNT DUE \$  PROJECT NUMBER 554BR10 COST CODE # 48700-051000 APPROVED BY APPROVED DATE  TOTAL COMPLETED   YES   NO   NO   NO   NO   NO   NO   NO   N	1. Origina	il Contract Amount		\$		
4. Total Completed & Stored to Date  5. Less Retainage (%)	2. Change	Orders Issued to Date (T	hru C.O. #)	\$		
5. Less Retainage (%) \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	3. Contrac	ct Sum to Date (Line 1+2)		\$		
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 be accordance with the Contract Documents; (ii) that it has paid its employees, sub-subcontractors, and material suppliers material for which Erickson Construction has paid previous requests for payment: (iii) that the amount of this invoice is contract.  CONTRACTOR: By:  [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 Change Order has been issued by Erickson Construction L.L.C. Please provide a list of any outstanding claim additional costs or pending extras.  **ROTES:**  TO BE COMPLETED BY PROJECT MANAGE RELEASE \$  PROGRESS BILLING \$  RETAINAGE RELEASE \$  PROJECT NUMBER \$54BR10  COST CODE # 48700-051000  APPROVED BY  APPROVED BY  APPROVED DATE  **TOTAL AMOUNT DUE \$  PROJECT NUMBER \$54BR10  COST CODE # 48700-051000  APPROVED BY  APPROVED DATE  **TOTAL STOCK DELIVERED   YES   NO DATE   NO DAT	4. Total C	ompleted & Stored to Dat	e	\$		
S. Payment Due This Period (Line 6-7)  S. SUBCONTRACTORS AFFIDAVIT & RELEASE OF LIEN: The undersigned Subcontractor certifies; (i) that the work for which this payment request is being submitted has be accordance with the Contract Documents; (ii) that it has paid its employees, sub-subcontractors, and material suppliers material for which Erickson Construction has paid previous requests for payment: (iii) that the amount of this invoice is (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 Change Order has been issued by Erickson Construction L.L.C. Please provide a list of any outstanding clain additional costs or pending extras.  NOTES:  TO BE COMPLETED BY PROJECT MANAG  RETAINAGE RELEASE \$  PROGRESS BILLING \$  RETAINAGE HELD \$  TOTAL AMOUNT DUE \$  PROJECT NUMBER 554BR10  COST CODE # 48700-051000  APPROVED BY  APPROVED BY  APPROVED DATE  FINAL PAYMENT  NICH LIST COMPLETED   YES   NO ARRANTY COMPLETED   YES   NO TIC STOCK DELIVERED   YES   NO TIC STOCK DELIVERED   YES   NO ARRANTY COMPLETED   YES   NO	5. Less Re	tainage (%)		\$	<del></del>	
S. Payment Due This Period (Line 6-7)  S. SUBCONTRACTORS AFFIDAVIT & RELEASE OF LIEN: The undersigned Subcontractor certifies; (i) that the work for which this payment request is being submitted has be accordance with the Contract Documents; (ii) that it has paid its employees, sub-subcontractors, and material suppliers material for which Erickson Construction has paid previous requests for payment: (iii) that the amount of this invoice is construction to the construction has paid previous requests for payment: (iii) that the amount of this invoice is construction.  CONTRACTOR: By:    Date:	6. Total Ea	arned to Date Less Retain	age (Line 4-5)			
SUBCONTRACTORS AFFIDAVIT & RELEASE OF LIEN: The undersigned Subcontractor certifies; (i) that the work for which this payment request is being submitted has be accordance with the Contract Documents; (ii) that it has paid its employees, sub-subcontractors, and material suppliers material for which Erickson Construction has paid previous requests for payment: (iii) that the amount of this invoice is construction.  CONTRACTOR: By:		-				
The undersigned Subcontractor certifies; (i) that the work for which this payment request is being submitted has be accordance with the Contract Documents; (ii) that it has paid its employees, sub-subcontractors, and material suppliers material for which Erickson Construction has paid previous requests for payment: (iii) that the amount of this invoice is construction to the construction of the Construc	8. Payment	t Due This Period (Line 6	-7)	<u> </u>		
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TOTAL AMOUNT DUE \$  PROJECT NUMBER 554BR10  COST CODE # 48700-051000  APPROVED BY  APPROVED DATE  FINAL PAYMENT  PINCH LIST COMPLETED				PROGRESS BILLING	\$	
PROJECT NUMBER 554BR10  COST CODE # 48700-051000  APPROVED BY  APPROVED DATE  FINAL PAYMENT  COST CODE # 48700-051000  APPROVED DATE  FOR ACCOUNTING USE ONLY  ARRANTY COMPLETED				RETAINAGE HELD	\$	
COST CODE # 48700-051000  APPROVED BY  APPROVED DATE  FINAL PAYMENT  ONCH LIST COMPLETED				TOTAL AMOUNT DUE	\$	
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# 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 "E"

### Partial Lien Waiver

STATE OF COLO	RADO)				
COUNTY OF DOU	JGLAS)	) SS			
To Whom It May C	oncern:				į
WHEREAS the und	ersigned has been employ	ved by	to furn	ish	for the premises kno
THE undersigned, for which is hereby ack statutes of the State of material, fixtures, ap	or and in consideration of nowledged, do(es), to the of Colorado, relating to me paratus or machinery fur	e fullest extent permitted by lavechanics' liens, with respect to a nished, and on the money, fund machinery, heretofore furnish	\$	other good and valuable core and all lien or claim of, of premises, and the improve	ments thereon, and on the Owner, on account
			•		discreted premises.
SIGNATURE AND	mm c.	COMPANY: ADDRESS:			
be set forth; if waiver	is for a partnership, the	paid. If a wavier is for a corpor partnership name should sign a	atton, corporate name shou and designate him/herself a	s a partner.	er signing waiver sho
		CONTRACTOR'S AFFIDAVI	Т	:	
To Whom It May Con	cem:				
THE undersigned, being the contract	ng duly sworn, deposes a	nd says that he is work on the	of the		(name of compan
			·		
miracis or subcontrac	ts for specific portions of	the names of all parties who he said work or for material enterind material required to comple	ing into the construction the	reof and the amount due or	to become due to eac
		SOLITORE	AMOUNTTAID	IMISTATMENT	BALANCE
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OTAL LABOR AND	MATERIAL TO COM	API FTF			
at there are no other co	ntracts for said work out	standing, and that there is nothi	ng due or to become due to	any person for material, lal	bor or other work of an
a or to be done upon	or m connection with sai	d work other than above stated			
		, 200 Signature:			
scribed and sworn to	before me this	day of	, 200		
nature:					
•					
			•		
		Page 1 o	t l		1 (2)

EC: Sub:

# EXHIBIT "F"

### Final Lien Waiver

THE undersigned, for and in consideration of	STATE OF COLOR	RADO)			8	
WHEREAS the undersigned has been employed by	COUNTY OF DOL	(GLAS)	) SS			
THE undersigned, for and in consideration of	To Whom It May Co	oncem;				
THE undersigned, for and in consideration of	WHEREAS the under	rsigned has been employ	yed by	to furn	ish	for the premises kno
DATED:	THE undersigned, for which is hereby acknowled mechanics' liens, with furnished, and on the	r and in consideration of owledged, do(es) hereby h respect to and on said a money, funds or other co	f ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( )	\$) Dollars, and or claim of, or right to, lien, us the improvements thereon, a due from the Owner, on account to the owner.	and on the material, fixtures	apparatus or machine
Note: All waivers must be for the full amount paid. If a wavier is for a corporation, corporate name should be used, the title of officer signing waiver she be set forth; if waiver is for a partnership, the partnership name should sign and designate him/herself as a partner.  CONTRACTOR'S AFFIDAVIT  To Whom It May Concern:  THE undersigned, being duly sworn, deposes and says that he is						mises.
CONTRACTOR'S AFFIDAVIT  COWhom it May Concern:  HE undersigned, being duly sworn, deposes and says that he is						
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Sprk:: Regional Construction Resources, Inc. Cost Code::554BR10 - 48700-051000

### **EXHIBIT "G"**

### SUBCONTRACTOR SCOPE OF WORK

In accordance with the specifications and drawings dated 7/22/2008 included in Exhibit A, and the general provisions of this contract, the subcontractor shall provide all materials, shop drawings, submittals, transportation, taxes, insurance, support functions and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, to complete the Structural Steel fabrication work for the Enclosed Pedestrian Walkway.

Fabrication of the steel shall be performed in accordance with Contract Documents prepared by James, Harwick, and Partners, Inc. in general, and Specification Section 05120 (Structural Steel) specifically, unless noted otherwise below; and in compliance with all applicable codes and regulations. Work shall include, but is not limited to the following:

### 1. SCOPE OF WORK

- 1.1 Furnish all structural steel and metal decking for the Enclosed Pedestrian Walkway.
- 1.2 Metal decking to be galvanized as indicated on the drawings and in the specifications.
- 1.3 Furnish all miscellaneous steel including, but not limited to, all anchor bolts, base plates, spacer plates, gusset plates, fasteners, embeds, edge angle, bent plate, ledger angles, lintels, etc. to complete the structure in accordance with the contract drawings and specifications.
- 1.4 Deliver anchor bolts and "For Construction" anchor bolt plans no later than November 28, 2008.
- 1.5 Provide all submittals, including product data, shop drawings, samples, material certifications and test reports as required by the specifications.
- 1.6 Include prime painting for structural steel, miscellaneous metals, bolts, nuts, washers etc. in accordance with Contract Documents.
- 1.7 Include angle kickers and continuous angle shelf where necessary.
- Subcontractor shall deliver all steel and metal decking for the EPW during the first week of January, 2009.

### 2. GENERAL PROVISIONS

- 2.1 All vehicles entering this jobsite must enter through the Construction Entrance via Erickson Blvd. to Plaza Dr. Under no circumstances should construction traffic enter or exit this jobsite through the Main Entrance of the Wind Crest community.
- 2.2 Regular working hours are 7am to 3:30pm daily. All deliveries to the jobsite must be during this time.

Si-:: Regional Construction Resources, Inc. Cost Code::554BR10 - 48700-051000

- 2.3 Subcontractor is responsible to coordinate all deliveries with Erickson Construction Superintendent.
- 2.4 Subcontractor shall submit a written Request for Information (R.F.I) to the General Contractor for resolution of all discrepancies and questions. Subcontractor shall assume all liability for proceeding without a response.
- 2.5 Close-out Documentation:
  - ) Maintenance and Warranty period will begin only upon final acceptance of roof by the Owner.

) Submit manufacturer's certifications 60 days prior to substantial completion.

) Provide a written release of liens for final payment.

- ) Submit all warranties as required for specification sections included in this scope of work.
- 3. SUBCONTRACT TIME The "Subcontractor's Work" shall be completed as follows:
- 3.1 The current overall project schedule is referenced and attached.
- 3.2 The current occupancy date for the project is October 1, 2009.
- 3.3 The schedule will be updated periodically to reflect actual job progress. Unless written notification to the contrary is received from the Subcontractor within seven calendar days after issuance, the revised schedule will become the benchmark for contractually required performance. The Subcontractor shall provide sufficient crews, materials, and equipment to maintain or improve upon the Contractors schedule.
- 3.4.1 The current schedule requires that the Subcontractor deliver all materials for this scope of work beginning November 28, 2008 with the balance the first week of January, 2009.

END OF EXHIBIT G ATTACHMENT

: <u>B</u>



REGIONAL CONSTRUCTION RESOURCES, INC.

5600 NW Central Drive, Ste 100, Houston, TX 77092 (713) 789-5131 FAX (713) 789-5575

### **INVOICE**

March 23, 2009

Invoice No 759-4

Erickson Construction L.L.C 3330 W. County Line Rd Highlands Ranch, CO. 80129

Attn: Matt Ferguson

Re: Windcrest Highland Ranch EPW

Net 30 Days

R.C.R.I. NO 4039

# Description of items invoiced:

<ol> <li>Original Contract Sum</li> <li>Change Order #1</li> <li>Contract Sum to Date</li> <li>Total Completion to Date</li> <li>Less Previous Invoices</li> <li>Current Amount Due</li> </ol>	\$ \$ \$ \$	432,696.00 0.00 432,696.00 423,236.00 350,960.00 72,276.00 incl. 3%	Sales Tax
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Balance to Finish

\$ 9,460.00

THANK YOU FOR THIS NICE ORDER.

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# "EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

•	703 Maiden Choice Lane Baltimore, MD 21228	DATE: January 1  PROJECT: 554-EPW		i 	
FROM:	Regional Construction Resources, Inc.	Job: APPLICANT NO: PERIOD TO:	1/30/2009		
1.	Original Contract Amount		\$ 432,696.00		
2.	Change Orders Issued to Date (Thru C	C.O. # )	\$ 0.00		
3.	Contract Sum to Date (Line 1	+ 2)	\$ 432,696.00		
4.	Total Complete and Stored to Date		\$ 423,236.00	ļ	
5.	Less Retainage (	0 %)	\$ 0.00	i	
6.	Total Earned to Date Retainage (Line	4-5)	\$ 423,236.00		
7.	Less Previous Requisitions	,	\$350,960.00		
8.	Payment Due this Period (Line 6-7)		\$ 72,276.00 INCL 3%	A SALES TAY	
	(,		12,270.00 INCL 37	OSALES TAX	
SUBCON	TRACTORS AFFIDAVIT & RELEASI	E OF LIEN:			
ONTP 4	ACTOR: By:				
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FII NCH LIST RRANTY TIC STOCK	Payment will be made for only those cost Change Order has been issued by Ericks additional costs or pending extras.  NAL PAYMENT  COMPLETED  COMPLETED  Sergio Luciani, Preside  Preside  Payment will be made for only those cost of the	nt sts which are included as par	t of the Original Contract amount se provide a list of any outstanding TO BE COMPLETED BY PRETAINAGE RELEASE PROGRESS BILLING RETAINAGE HELD TOTAL AMOUNT DUE PROJECT NUMBER COST CODE APPROVED BY APPROVED DATE	or for which a g claims for  OJECT MANAGER  554-EPW  48400-05-1000	

EC\_\_\_\_\_ Sub: \_

### "EXHIBIT "E"

# CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

TO:	Original Contract Amount: \$ \$432,696.00  Approved Change Orders: \$ \$0.00  Adjusted Contract Amount \$ \$432,696.00  Complete to Date: \$ \$423,236.00  Retention: \$ \$0.00  Total Earned (Less Retention) \$ \$423,236.00  Previous Payments: \$ \$-\$350,960.00  Current Payment: \$ \$72,276.00  Contract Balance: \$ \$9,460.00  (Title Insurer) (Lender) (Owner) (Contractor)
The UNDERSIGNED being duly swom states that he is of Regional Construction Resources, Inc. (firm) who has for furnishing Structural and Miscellaneous Steel and Erect real estate known and identified as Wind Crest EPW local	is the President (title) s a contract with <u>Erickson Construction L.L.C.</u> ction for the improvements being erected on
(72,276.00) and other good and claims of right of lien on the or other consideration due or to become due on account of furnished prior to  The UNDERSIGNED, respectfully warrants that the other sums are claimed, that all laborers, subcontractors, are due and all current sums due out of this payment and that nentitled to claim or assert any claim against the above description furnished to or for the account of the undersigned. (Upon resubcontractors, and suppliers, with contract and payment st Affidavit, attach same hereto and upon request furnish waive	e aforementioned property and improvements thereon, and on monies labor or services, materials, fixtures or apparatus heretofore stated above.  e contract status set forth above is an accurate statement and no not suppliers employed by him have been paid all sums previously one of such labors, subcontractors or suppliers is or will be ribed real estate or the improvements thereon for labor or materials equest, the undersigned shall list the name of each of his atus, in CTI form F-3926- Contractors and Subcontractors ers from said parties).
Signed this 23RD day of MARCH 2009  By	Regional Construction Resources, Inc. Contractor/Supplier/Subcontractor Sergio Luciani, President Will Standard Contractor
signed and sworn to before me this 23RD day of MARCH 20	
Page 1 of 1	Stacy A. Lewcun, Notary State TEXAS  S

### Architect's knowledge, information and belief the Work has progressed as indicated, the quality information and belief the Work covered by this Application for Payment has been completed of the Work is in accordance with the Contract Documents, and the Contractor is entitled to In accordance with the Contract Doggment The day on wit site observations and the data comprising the application, the Architeting the Owner that to the best of the The undersigned Contractor certifies that to the best of the Contractor's knowledge, PERIOD TO: 3/23/09 Date; APPLICATION No: CONTRACT DATE: AIA DOCUMENT G702 PROJECT No: **1**/9 payment of the AMOUNT CERTIFIED. AMOUNT CERTIFIED .. My Commission expires By: Sergio Luciani, 1 Windcrest EPW CONTRACTOR: Subscribed and Notary Public APPLICATION AND CERTIFICATION FOR PAYMENT VIA ARCHITECT: 432,696.00 \$432,696.00 423,236.00 \$0.00 (\$350,960.00) \$423,236.00 \$9,460.00 CONTRACTOR'S APPLICATION FOR PAYMENT PROJECT: Application is thate for payment, as shown below, in connection with the Contract. CURRENT PAYMENT DUE INCLUDES 3% SALES TAX..... CONTRACT SUM TO DATE (Line 1 $\pm$ 2)...... TOTAL COMPLETED & STORED TO DATE..... \$0.00 PAYMENT (Line 6 from prior Certificate) ...... BALANCE TO FINISH, INCLUDING RETAINAGE..... 5600 Northwest Central Drive, Ste. 100 ORIGINAL CONTRACT SUM..... Regional Construction Resources Net change by Change Orders ..... Continuation Steet, AIA Document G703, is attached. ERICKSON Construction, L.L.C. TOTAL EARNED LESS RETAINAGE.. 703 Maiden Choice Lane LESS PREVIOUS CERTIFICATES FOR Total in Column I of G703) ... Houston, TX 77092 Total Refainage (Lines 5a + 5b) or Baltimore, MD 21228 CHANGE ORDER SUMMARY of Completed Work . . CONTRACT HOR: Structural Steel Column D + E on G703) (Line 4 Less Line 5 Total) of Stored Material. b. (Column F on G703) (Line 3 less Line 6) FROM CONTRACTOR: (Column & on G703) RETAINAGE TO OWNER:

CONTRACTOR

ARCHITECT

PAGE 1 OF 1 PAGES

Distribution to:

OWNER

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 ARCHITECT'S CERTIFICATE ROR PAYMEN HARRIS MARCH from the Owner, and that current payment shown herein is now due.

(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 to the amount certified.) ARCHITECT: \$0.00 DEDUCTIONS

\$0.00 **\$**0.00

\$0.00 \$0,00 \$0.00

in previous months by Owner

Fotal changes approved

lotal approved this Month

ADDITIONS

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.

A DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1982 EDITION - AIA - ©1982 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20008-5292

\$0.00

NET CHANGES by Change Order



# **INVOICE**

December 19, 2008

Invoice No 759-3 R

Erickson Construction L.L.C 3330 W. County Line Rd Highlands Ranch, CO. 80129

Attn: Matt Ferguson

Re: Windcrest Highland Ranch EPW

Net 30 Days

R.C.R.I. NO.

# Description of items invoiced:

1. 2.	Original Contract Sum	\$ 432,696.00
2. 3.	Change Order #1 Contract Sum to Date	\$ 0.00
<i>4</i> .	Total Completion to Date	\$ 432,696.00 \$ 350,960.00
<i>5</i> .	Less Previous Invoices	\$ 44.000.00
<b>6.</b>	Current Amount Due	\$ 306,960.00 incl. 3% Sales Tax

Current Amount Due This Invoice	\$ 306,960.00	1

Balance to Finish

\$ 81,736.00

THANK YOU FOR THIS NICE ORDER.

										Balance to Retainage		(0-0)	0.00	5,000.00 0.00	76,736.00 30,696.00	00.00	0.00	0.00											0.00			0.00	0.00	0.00				
	<b>3E 1 OF 1 PAGES</b>	3	12/19/2008	11/25/2008	12/30/2008					Bal	% H		100%		80%	%0	%0	%0	%0	%0	%0	%0	%0		%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	700
	PAGE	Application No:	Application Date:	Period From:	Period To:	Job No:	Vendor No:	9	Total Complete	and Stored to	Date	(D+E+F)	39,000.00	5,000.00	306,960.00	0.00	0.00	00'0	00.0	0.00	0.00	0.00	00.0	00.0	0.00	00.0	0.00	00.0	00.0	0.00	0.00	0.00	00.0	0.00	0.00	0.00	0.00	000
		71		<del>- 1</del>				IL.		Stored	Materials		0.00	0.00	0.00	000	0.00	00.00	00:00	00.0	0.00	0.00	00.0	00.0	00.00	00.00	00'0	00.0	0.00	0.00	0.00	0.00	0.00	0.00	00.0	00.00	00.00	0.00
								Ш	OI.	Plant III	this Period	000	00.0	200 000 000	200,300.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.00	0.00	00:00	0.00	0.00	00.00	0.00	00.00	00.00	00.0
								n	Work	Applications	(D+E)	39,000,00	5 000 00	000	000	00.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
UES	Resources, Inc.		hlands Ranch CO				Ç	,	Scheduled Value			39,000.00	10.000.00	383,696.00	0.00	00.0	00.0	00.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUBCONTRACT SCHEDULE OF VALUES	Subcontractor: Regional Construction Resources, Inc.		ame: WindCrest EPW Highlands Ranch CO	•			8		Description of Work		-	Detailing	Anchor Bolts and Embeds	Structural Steel																,								
SUBC	Subcontri		Project Name:			-	⋖		Item No.			_	2	3	4	5	9	7	8	6	9	11	12	13	14	15	16	17	18	19	20	21	21	22	23	24	25	TOTAL

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### "EXHIBIT "E"

# CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

TO:	Original Contract Amount: \$ \$432,696.00 Approved Change Orders: \$ \$0.00 Adjusted Contract Amount \$ \$432,696.00 Complete to Date: \$ \$350,960.00 Retention: \$ \$0.00 Total Earned (Less Retention) \$ \$350,960.00 Previous Payments: \$ -\$44,000.00 Current Payment: \$ \$306,960.00 Current Balance: \$ \$81,736.00  (Title Insurer) (Lender) (Owner) (Contractor)
The UNDERSIGNED being duly sworn states that of Regional Construction Resources, Inc. (firm) will for furnishing Structural and Miscellaneous Steel and real estate known and identified as Wind Crest EPV	at he is the President (title) ho has a contract with <u>Erickson Construction L.L.C.</u> d <u>Erection</u> for the improvements being erected on
(306,960.00) and other good and claims of right of lier or other consideration due or to become due on according furnished prior to	on of the sum of THREE HUNDRED SIX THOUSAND NINE HUNDRED SIXTY DOLLARS  n on the aforementioned property and improvements thereon, and on monies unt of labor or services, materials, fixtures or apparatus heretofore ention stated above.  that the contract status set forth above is an accurate statement and no pors, and suppliers employed by him have been paid all sums previously that none of such labors, subcontractors or suppliers is or will be described real estate or the improvements thereon for labor or materials pon request, the undersigned shall list the name of each of his ent status, in CTI form F-3926- Contractors and Subcontractors.
Affidavit, attach same hereto and upon request furnish Signed this 19 th day of <u>DECEMBER 2008</u>	Regional Construction Resources, Inc. Contractor/Supplier/Subcontractor  By: Sergio Luciani President
igned and sworn to before me this 19th day of DECE	MBER 2008.
ly commission Expires: 6-16-2011 Page 1 of	Stacy A Lewcun, Notary Public

# "EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

TO:	ERICKSON Construction, L.L.C. 703 Maiden Choice Lane	DATE: December 19	9, 2008	
	Baltimore, MD 21228	PROJECT: 554-EPW		
FROM:	Regional Construction Resources, Inc.	Job:		
1 101/1.	Regional Consultation Resources, Inc.	APPLICANT NO: PERIOD TO:	12/30/2008	·····
			1230,2000	i i
1.	Original Contract Amount		\$432,696.00	
2.	Change Orders Issued to Date (Thru C	.O.# )	\$0.00	
3.	Contract Sum to Date (Line 1	+ 2)	\$ 432,696.00	ļ
4.	Total Complete and Stored to Date		\$350,960.00	!
5.	Less Retainage (	<u>)</u> %)	\$ 0.00	1
6.	Total Earned to Date Retainage (Line	4-5)	\$350,960.00	
7.	Less Previous Requisitions		\$44,000.00	
8.	Payment Due this Period (Line 6-7)		\$ 306,960.00 INCL 3% S	ATEC TAV
			<u> </u>	ALES TAX
	TRACTORS AFFIDAVIT & RELEASE			
The under	signed Subcontractor certifies: (i) that the we with the Contract Documents: (ii) that it had been seen to be supported by the contract Documents.	work for which this payment re	equest is being submitted has been	completed in
material for	e with the Contract Documents; (ii) that it h r which Erickson Construction has paid pre	as paid its employees, sub-co vious requests for payment: (	ontractors, and material suppliers fo (iii) that the amount of this invoice is	r all work and
CONTER	CTOP P	6/		ļ
CONTRA	CTOR: By: (Officer, General Par	mor or Owner)	Date:12/19	/08
	Sergio Luciani, Presider	nt or Owner)		
Note:	Parment will be and for a second			1
11010.	Payment will be made for only those cost Change Order has been issued by Erickson additional costs or pending extras	is which are included as part on Construction L.L.C. Please	of the Original Contract amount or i	for which a
	additional costs or pending extras.			1
NOTES:			TO BE COMPLETED BY PROJE	ECT MANAGER
			RETAINAGE RELEASE	
			PROGRESS BILLING	
			RETAINAGE HELD	
			TOTAL AMOUNT DUE	
			PROJECT NUMBER	554-EPW
			COST CODE	48400-05-1000
	•		APPROVED BY	
FINA	AL PAYMENT		APPROVED DATE	
UNCH LIST C	[			
ITIC STOCK	DELIVERED YES NO		FOR ACCOUNTING USE	ONLY
	UT BOOK-DEL)YESNO		DATE RECEIVED	
ANGE ORDE	ERS COMPLETED YES NO		REVIEWED BY	
			EC	_ Sub:

# APPLICATION AND CERTIFICATION FOR PAYMENT

703 Maiden Choice Lane Baltimore, MD 21228	.L.C. PROJECT:	Ë	AIA DOCUMENT G702 PAGE 1 APPLICATION No: 3 Dist	PAGES
FROM CONTRACTOR: Regional Construction		VIA ARCHITECT:	Windcrest EPW  PERIOD TO:  ARCHITECT	F.
5600 Northwest Central Drive, Ste. 100 Houston, TX 77092 CONTRACT FOR: Structural Steel		: ) !	PROJECT No:	TOR
CONTRACTOR'S APPLICATION FOR	ATION FOR PAYMENT	NT	CONTRACT DATE:	
Continuation Sheet, AIA Document G703, is attached.	connection with		The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Daymont Letters.	
ORIGINAL CONTRACT SUM  Net change by Change Orders  CONTRACT SUM TO DATE (1)		432,696.00	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	
I. TOTAL COMPLETED & STORED TO DATE (Column G on G703) RETAINAGE:	*		CONTRACTOR:	
a. of Completed Work	\$0.00		Sergio Luciani, President State of: 12/19/08	
b. of Stored Material. (Column F on G703) Total Retainage (Lines 5a + 5b) or			The this 19 WAY ON THE PLANT P	2008
Total in Column I of G703) TOTAL EARNED LESS RETAINAGE.			ARCHITECT'S CERTIFICATE BORDAYMENT	
(Line 4 Less Line 5 Total) LESS PREVIOUS CERTIFICATES FOR PAYMENT (1 in 5 6 cm.)		9220,960.00		
CURRENT PAYMENT DUE INCLUDES 3% SALES TAX.  BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		(\$44,000.00) \$306,960.00 \$81,736.00	of the Work is in accordance with the Contract Documents, and the Contractor is enlittled to payment of the AMOUNT CERTIFIED.	
CHANGE ORDED STIMMAREN			AMOUNT CERTIFIED\$	•
Total changes approved in previous months by Owner	ADDITIONS DEDUCTIONS		(Altach explanation if amount certified differs from the amount applied. Initial all figures on this	
Total approved this Month	\$0.00	\$0.00	ARCHITECT:  By:	
	\$0.00		This Certificate is not negotiable. The AMOUNT CRRITTERD is provided to the contract of the co	1
NE1 CHANGES by Change Order	\$0.00		Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract	
A DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT	ATION FOR PAYMENT · 1992 EDITION	AIA : ©1992 TI	1992 EDITION · AIA · ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292	182



REGIONAL CONSTRUCTION RESOURCES, INC.

5600 NW Central Drive, Ste 100, Houston, TX 77092 (713) 789-5131 FAX (713) 789-5575

### **INVOICE**

December 10, 2008

Invoice No 759-2

Erickson Construction L.L.C 3330 W. County Line Rd Highlands Ranch, CO. 80129

Attn: Matt Fergusson

Re: Windcrest Highland Ranch EPW -

Net 30 Days

R.C.R.I. NO. 3995

### Description of items invoiced:

<i>1</i> .	Original Contract Sum	\$	432,696.00
<i>2</i> .	Change Order #1	<b>\$</b>	0.00
<i>3</i> .	Contract Sum to Date	\$	432,696.00
4.	Total Completion to Date	\$	44,000.00
<i>5.</i>	Less Previous Invoices	\$	5000.00
<i>6</i> .	Current Amount Due	\$	39,000.00 incl. 3% Sales Tax

Current Amount Due This Invoice	s	39,000.00	
	<del></del>		للحط

Balance to Finish

\$ 388,696.00

THANK YOU FOR THIS NICE ORDER.

37864.08 1135.92-tay

Subcontractor: Regional Construction Resources Inc.	Recollege Inc				PAGE	SE TOP TPAGES	jES	
	resources, mc.				Application No:	2		
WindCrest EPW Highlands Ranch CO	hlands Ranch CO				Application Date:	12/10/2008		
					Period To:	12/25/2008		
					Job No:			
a	Š				Vendor No:			
	3	۵	ш	£	9		F	_
Description of Work	Scheduled Value	Wor	Work Complete	7 - 70	Total Complete			
		Applications	Place	Stored	and Stored to	ò	Balance to	Retainage
		(D+E)	this Period	(not in D or E)	(D+E+F)	\$	Finish (E.C.)	
1	39,000.00	00'0	39,000.00	0.00		100%	0.00	900
Striction Boils and Embeds	10,000.00	5,000.00	0.00	00.0		20%	5.000.00	
Suuciural Steel	383,696.00	0.00	00.0	0.00			383 696 00	8.6
	0.00	00.0		0.00			0.00	00.0
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	0.00	0.00	0.00	0.00	00.0	%0	00.00	
	0.00	0.00	00.0	00.00	00.0	%0	00.00	00
	0.00	0.00	00.0	00.00	00.0		00.0	0.00
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	0.00	0.00	0.00	0.00	00:0	%0	0.00	0.00
	122 CCF	***						

\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$44,000.00 \$44,000.00 (\$5,000.00) \$39,000.00 \$388,696.00	A32,696.00   CONTRACT SUM TO DATE (Line 1 ± 2)   S432,696.00     TOTAL COMPLETED & STORED TO DATE (Line 1 ± 2)   S432,696.00     (Column G on G703)   A4,000.00     RETAINAGE:	N FOR PAYME	PROJECT:  703 Maiden Choice Lane  Baltimore, MD 21228  FROM CONTRACTOR:  Regional Construction Resources  VIA ARCHITECT:	APPLICATION AND CERTIFICATION FOR PAYMENT
(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 to the amount certified.)  ARCHITECT:  By:  Date:  Contractor 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.	ARCHITECT'S CERTIFICATE FLOR-PAYMENT In accordance with the Contract Documents, the object of the application, the Architect certific walling and 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.	from the Owner, and that current payment shown herein is now due.  CONTRACTOR:  By:  Date:  Sergio Lucian, President  State of:  TEXAS Subscribed and all of the before me this Notary Public:  My Commission expres:  6/162013  Date:  12/10/08  2008	PROJECT No:  CONTRACT DATE:  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 incorded.	) No	

#### "EXHIBIT "E"

# CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

STATE OF: TEXAS  COUNTY OF: HARRIS  TO:	Original Contract Amount: \$ \$432,696.00  Approved Change Orders: \$ \$0.00  Adjusted Contract Amount \$ \$432,696.00  Complete to Date: \$ \$44,000.00  Retention: \$ \$0.00  Total Eamed (Less Retention) \$ \$44,000.00  Previous Payments: \$ -\$5,000.00  Current Payment: \$ \$39,000.00  Current Payment: \$ \$39,000.00  (Title Insurer) (Lender) (Owner) (Contractor)
The UNDERSIGNED being duly swom states that he	, . ,
of Regional Construction Resources, Inc. (firm) who h	
for furnishing Structural and Miscellaneous Steel and Er	
real estate known and identified as Wind Crest EPW lo	f:
County, State of CO and owned by	
and other good and claims of right of lien on the aforement or other consideration due or to become due on account of furnished prior to	the contract status set forth above is an accurate statement and no and suppliers employed by him have been paid all sums previously none of such labors, subcontractors or suppliers is or will be cribed real estate or the improvements thereon for labor or materials request, the undersigned shall list the name of each of his status in CTI form 5.2026. Contractors and Output 1.
Signed this 10 th day of DECEMBER 2008	Regional Construction Resources, Inc. Contractor/Supplier/Subcontractor
signed and sworn to before me this 10th day of DECEMBI	STANY PILOS YALL
My commission Expires: 6-16-2011	Stacy A. Lewcun, Notary Public of Texts
Page 1 of 1	ECSub:
	ECSub:

# "EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

TO: FROM:	ERICKSON Construction, L.L.C. 703 Maiden Choice Lane Baltimore, MD 21228  Regional Construction Resources, Inc.	DATE: December 10  PROJECT: 554-EPW Job: APPLICANT NO:	2	
	· ,	PERIOD TO:	12/25/2008	
1.	Original Contract Amount		\$432,696.00	
2.	Change Orders Issued to Date (Thru (	C.O. # )	\$0.00	
3.	Contract Sum to Date (Line 1	+ 2)	\$ 432,696.00	
4.	Total Complete and Stored to Date		\$ 44,000.00	
5.	Less Retainage (	<u>0</u> %)	\$ 0.00	
6.	Total Earned to Date Retainage (Line	: 4-5)	\$ 44,000.00	
7.	Less Previous Requisitions		\$ -5,000.00	
8.	Payment Due this Period (Line 6-7)		\$39,000.00 INCL 3%	SALES TAX
	TRACTORS AFFIDAVIT & RELEAS			
ONTRA	CTOR: By:  (Officer, General Passergio Luciani, President Payment will be made for only those conchange Order has been issued by Ericks additional costs or pending extras.	nt sts which are included as part	of the Original Contract amount of the Original Contract amoun	claims for
OTES:			TO BE COMPLETED BY PRO	JECI MANAGER
			RETAINAGE RELEASE	
			1	
			PROGRESS BILLING	
			RETAINAGE HELD	
			RETAINAGE HELD TOTAL AMOUNT DUE	SSA EDW
			RETAINAGE HELD TOTAL AMOUNT DUE PROJECT NUMBER	554-EPW
			RETAINAGE HELD TOTAL AMOUNT DUE PROJECT NUMBER COST CODE	554-EPW 48400-05-1000
	IAL PAYMENT		RETAINAGE HELD TOTAL AMOUNT DUE PROJECT NUMBER	

EC\_\_\_\_\_ Sub: \_\_\_



### **INVOICE**

November 12, 2008

Invoice No 759-1rev

Erickson Construction L.L.C 3330 W. County Line Rd Highlands Ranch, CO. 80129

Attn: Matt Fergusson

Re: Windcrest Highland Ranch EPW

Net 30 Days

R.C.R.I. NO. 3986

# Description of items invoiced:

1. 2. 3. 4. 5. 6.	Original Contract Sum Change Order #1 Contract Sum to Date Total Completion to Date Less Previous Invoices Current Amount Due	\$ 432,696.00 \$ 0.00 \$ 432,696.00 \$ 5,000.00 \$ 0.00 \$ 5,000.00 incl. 3% Sales Tax
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Current Amount Due This Invoice \$ 5,000.00

Balance to Finish

\$ 427,696.00

THANK YOU FOR THIS NICE ORDER.

4854.37 145. 63 tay

Project Name: WindCrest EPW Highlands Ranch C						• • • • • • • • • • • • • • • • • • • •	֓֞֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜	7.15	
						Application No:	1rev		
	rest EPW Hig	WindCrest EPW Highlands Ranch CO	٠			Application Date:	11/12/2008		
						renog From:	10/1/2008		
-						Job No:	11/25/2008		
8		(				Vendor No:			
		3	۵	Ш	L.	ď			
Item No. Description of Work	n of Work	Schodulad Value	Work	101		Total Complete		I	-
		A DOMESTICAL	Previous Applications	Work in Place	Stored	and Stored to		Balance to	Retainage
Detailing			(D+E)	this Period	(not in D or E)	Date (D+E+E)	%	Finish	b
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Strictural State	r Embeds	10,000.00	00.0	5.000 00	00.0	0.00	%0	39,000.00	`   
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•	APPLICATION No: 1rev Distr	Windcrest EPW  VIA ARCHITECT  VIA ARCHITECT  CONTRACTOR		PROJECT No:	CONTRACT DATE:		432,696.00	\$432,696.00 5,000.00	By:	State Subs Subs Nota				\$5,000.00 \$427,696.00	AMOUNT CERTIFIED\$	DEDUCTIONS	20.00	00.03		\$0.00	\$0.00 This Certificate is not negotiable. The AMOUNT Contractor named herein. Issuance, payment and acc
PRO VIA / Sec. 100	s te. 100 ON FOR PAYI	e. 100 ON FOR PAYI	ON FOR PAYI	ON FOR PAYI		connection with the Contri		ATE	oo o	00.09			271.00	JE		ADDITIONS DEI	\$0.00	\$0.00	\$0.00	\$0 00	00.00
COVINER. EKICKSON Construction 1 1 0	703 Maiden Choice Lane Baltimore, MD 21228	FROM CONTRACTOR:	Regional Construction Resources 5600 Northwest Central Drive, Ste. 100	Houston, TX 77092 CONTRACT FOR: Structural Steel	CONTRACTOR'S APPLICATION FOR PAYMENT	Application is made for payment, as shown below, in connection with the Contract. Continuation Speet, AIA Document G703, is attached	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. of Completed Work	Cdlumn D + E on G703)  b. of Stored Material. (Column F on G703)  Total Refairmed I inset 6.4 61)	Total in Column I of G703)	5. TOTAL BARNED LESS RETAINAGE	7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	(0.000	CHANGE ORDER SUMMARY Total changes approved	in previous months by Owner	Toral e		NET CHANGES by Change Order	

NA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · €1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5282

### "EXHIBIT "E"

# CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

STATE OF: TEXAS  COUNTY OF: HARRIS  TO:	Original Contract Amount: Approved Change Orders: Adjusted Contract Amount Complete to Date: Retention: Total Earned (Less Retention) Previous Payments: Current Payment: Contract Balance:  (Title Insurer)	\$ \$432,696.00 \$ \$0.00 \$ \$432,696.00 \$ \$5,000.00 \$ \$0.00 \$ \$0.00 \$ \$0.00 \$ \$5,000.00 \$ \$427,696.00	INCL. 3% SALES TAX
The HNDERSIGNED being to the	(Lender) (Owner) (Contractor)		
The UNDERSIGNED being duly swom states the		,	
of Regional Construction Resources, Inc. (firm)	who has a contract with Erickson Co	nstruction L.L.C.	
for furnishing Structural and Miscellaneous Steel a	nd Erection for the improvements bei	ng erected on	
real estate known and identified as Wind Crest EP	W located in Highlands Ranch	. !	
County, State of CO and owner	d by		
The UNDERSIGNED for and in consideration payment of invoice or application dated 11-12-20 and other good and claims of right of lien on the afort or other consideration due or to become due on according furnished prior to	08 rementioned property and improvement ount of labor or services, materials, fi		ies ofore
The UNDERSIGNED, respectfully warrants other sums are claimed, that all laborers, subcontract due and all current sums due out of this payment and entitled to claim or assert any claim against the above furnished to or for the account of the undersigned. (Usubcontractors, and suppliers, with contract and paymantifications, attach same hereto and upon request furnis	tors, and suppliers employed by him at that none of such labors, subcontral described real estate or the improving property that is, in CTI form 5, 2006, Contract that is, in	have been paid all sums ctors or suppliers is or wil ements thereon for labor	previously I be or materials
Signed this 12 th day of NOVEMBER 2008	Regional Construction Contractor/Supplier/Su  By:  Sergio Luciani, Rteside	ubcontyacto	Millinger
igned and sworn to before me this 11th day of NOV		William Strain	N Silver
y commission Expires: 6-16-2011	Stacy A. Lewcun, N	Notary Publicing & 201	XAS
Page 1 of	1	**************************************	imm,
	EC Su	ıb:	

# "EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

TO:	ERICKSON Construction, L.L.C. 703 Maiden Choice Lane	DATE: November 1	2, 2008		
	Baltimore, MD 21228	PROJECT: 554-EPW	<del> </del>		
FROM:	Regional Construction Resources, Inc.	Job:			
11101121	rogional conduction resources, inc.	APPLICANT NO: PERIOD TO:	11/25/2008		
			11/25/2006		
1.	Original Contract Amount		\$432,696.00		
2.	Change Orders Issued to Date (Thru C	.O.# )	\$ 0.00		
3.	Contract Sum to Date (Line 1	+ 2)	\$432,696.00		
4.	Total Complete and Stored to Date	·	\$		
5.	Less Retainage (	<u>)</u> %)			
6.	Total Earned to Date Retainage (Line	<del>-</del>		30	
7.	Less Previous Requisitions	•	3,000.00		
8.	Payment Due this Period (Line 6-7)		<u> </u>		
			\$5,000.00 INCL 3%	SALES TAX	
	TRACTORS AFFIDAVIT & RELEASE				
The under	signed Subcontractor certifies: (i) that the we with the Contract Documents; (ii) that it ha	ork for which this payment re	equest is being submitted has been	Completed in	
material fo	e with the Contract Documents; (ii) that the with the Contract Documents; (ii) that it has resident to the contraction has paid presented in the contraction of the contraction has paid presented in the contraction of the c	as paid its employees, sub-c vious requests for payment	ontractors, and material suppliers t	for all work and	
			Any material annount of this lifeoice h	s due.	
CONTRA	CTOR: By:	han -	Date: 11/1:	2/08	
	(Officer, General Part Sergio Luciani, Presiden	ner, or Owner)			
Note:					
Note:	Payment will be made for only those cost Change Order has been issued by Erickso additional costs or pending extras	s which are included as part	of the Original Contract amount or	for which a	
	additional costs or pending extras.	2 Constitution L.L.C. Fleas	e provide a list of any outstanding of	claims for	
NOTES:	•		TO BE COMPLETED BY PROJ	ECT MANAGER	
			RETAINAGE RELEASE	1	
			PROGRESS BILLING		
		•	RETAINAGE HELD		
			TOTAL AMOUNT DUE		
			PROJECT NUMBER	554-EPW	
			COST CODE	48400-05-1000	
			APPROVED BY		
	AL PAYMENT		APPROVED DATE		
JNCH LIST CO					
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	RS COMPLETED YES NO		DATE RECEIVED		
			REVIEWED BY		
			ro		
			EC	Sub:	

#### PARTIAL LIEN WAIVER

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

STATE OF Colorado Linthicum, MD 21090 Attn: Una Makon COUNTY OF Douglas County TO WHOM IT MAY CONCERN: WHEREAS the undersigned has been employed by Erickson Construction, LLC to furnish WCD BR10 of which Littleton Campus, LLC is the owner. for the premises known as THE undersigned, for and in consideration of Forty-Four Thousand And NO/100 Dollars consideration, the receipt of which is hereby acknowledged, do(es), to the fullest extent permitted by law, hereby waive and release and all lien or claim of, (\$44,000.00), and other good and valuable or right to, lien, under the statutes of the State of Colorado, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the money, funds or other considerations, due or to become due from the Owner, on account of labor services, material, fixtures, apparatus or machinery, heretofore furnished, to this date only, by the undersigned for DATED: January 20, 2009 COMPANY: REGIONAL CONSTRUCTION ADDRESS. SIGNATURE AND TITLE: NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name mould be used, the title of office be set forth; if waiver is for a partnership, the partnership name should sign and designate him/herself as a partner. CONTRACTOR'S AFFIDAVIT TO WHOM IT MAY CONCERN: THE undersigned, being duly sworn, deposes and says that he is REGIONAL CONSTRUCTION who is the contractor for the of the work on the building located at owned by Littleton Campus, LLC That the total amount of the contract including extras is \$\frac{\$432,696.00}{2}\$ on which he has received payment of \$\frac{\$0.00}{2}\$ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications: NAME CONTRACT WHAT FOR THIS AMOUNT PAID PRICE BALANCE PAYMENT TOTAL ALL LABOR AND MATERIAL TO COMPLETE That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind or to be done upon or in connection with said work other than above stated. Signed this day of day Signed and sworn to before

#96891

Signature:

Construction, LLC

96891 00501

554BR10 WCD Enclosed Pedestrian Bridge

CHECK NO. 69659

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INVOICE AMOUNT	RETAINAGE	PAYMENT
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	44,000.00 0.00 44,000.00	INVOICE AMOUNT   RETAINAGE

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Erickson Construction, LLC
Operating Account
701 Maiden Choice Lane
Baltimore, MD 21228

DATE
CHECK NO. AMOUNT
1/20/2009 69659 44,000.00

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YE REGIONAL CONSTRUCTION
2. THE RESOURCES INC
3DER OF: 5600 NW CENTRAL SUITE 160
AT TN RICHARD SCANDRETT
HOUSTON TX 77092

#\*ODO69659# #O54000030# 5501360699#

-7

PARTIAL LIEN WAIVER

Please Return To:
Erickson Construction Finance
991 Corporate Boulevard
Linthicum, MD 21000

STATE OF Colorado S COUNTY OF Douglas County					oustraction Li
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——·				Linthic	cum, MD 21090
COUNTY OF Douglas County	3		A	ttn: Dina	MA 1 2109
			2.3	in. Sina	Mahon
TO 11/11/01/4 ITS 4 4 4 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5				J	3/6/09
TO WHOM IT MAY CONCER				U	
WHEREAS the undersigned has b	een employed by Ericks	on Construction, LL	C to furnish		for the premises known a
WCD BR10 of which Littleton Ca	npus, LLC is the owner	ī.			Principo idiowii a
THE undersigned, for and in consideration other good and valuable consideration and all lien or claim of, or right to, lipremises, and the improvements therefore to become due from the Owns undersigned for the above-described	n, the receipt of which is en, under the statutes of eon, and on the material r, on account of labor se	s hereby acknowledged the State of Colorado,	i, do(es), to the fullest ex relating to mechanics' li	xtent permitted by la ens, with respect to	and on said above-describ
DATED, E.b., and anno					
DATED: February 20, 2009		COM	PANY: <u>REGIONAL (</u>	CONSTRUCTION	<b>/</b> i
SIGNATURE AND TITLE:		ADD	RESS:	>, ~ ~	9
NOTE: All waivers must be for the f	ill amount paid. If uni-		, <i>Deiqi</i>	o bucioni , 1	resident
NOTE: All waivers must be for the f be set forth; if waiver is for a partners	hin the nartnership page	er is for a corporation,	corporate name should	be used, the title of	officer signing waiver sho
		ie should sign and desi;	gnate him/herself as a pa	artner.	
	CO	NTRACTOR'S A	FEIDANT	·	<del></del>
TO WHOM IT MAY CONCER	N:	ATTRACTORSA	FIDAVII		
THE undersigned, being di	ilv sworn denoses and s	case that had a Ora	= dont		
REGIONAL CONSTRUCTION wh	o is the contractor for th	e		of the	
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Erickson Construction, LLC Contract Job Number 96891 00501

554BR10 WCD Enclosed Pedestrian Bridge

CHECK NO.

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350,960.00	0.00	350,960.00			Prior Period	Completed
0.00	0.80	432,696.00			Amount	Contract Amount
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Operating Account Erickson Construction, LLC Baltimore, MD 21228 701 Maiden Choice Lane

PO Box 324

2/20/2009

AMOUNT

THE ORDER OF REGIONAL CONSTRUCTION RESOURCES INC 5600 NW CENTRAL SUITE 100 ATTN RICHARD SCANDRETT HOUSTON TX 77092

"PP30361025 \$10600001501 "1116080699"

#2009068578, 08/2//2009 at 12:34:00 PM, 1 OF 2, Rec Fee \$11.00 Douglas County CO Jack Arrowsmith, Clerk & Recorder

#### STATEMENT OF LIEN

In accordance with Article 121 of Title 38 of the Colorado Revised Statutes, REGIONAL CONSTRUCTION RESOURCES, INC., 15460 Pin Oak Drive, Conroe, Montgomery County, Texas, 77384, makes the following statement of lien:

FIRST: That the name of the owner or reputed owner of such property to be charged with the lien is Littleton Campus, LLC, 701 Maiden Choice Lane, Catonsville, (Baltimore) MD 21228.

SECOND. That the name and mailing address of the person claiming the lien is REGIONAL CONSTRUCTION RESOURCES, INC., 15460 Pin Oak Drive, Conroe, Montgomery County, Texas, 77384, a subcontractor.

That the name of the person who furnished the laborers or material or performed the labor or services, or supplied the machinery, tools or equipment for which said lien is claimed is REGIONAL CONSTRUCTION RESOURCES, INC. That the name of the principal contractor is ERICKSON CONSTRUCTION, LLC, 701 Maiden Choice Lane, Catonsville (Baltimore) MD 21228.

THIRD: That the property to be charged with such lien is described as follows:

WIND CREST ENCLOSED PEDESTRIAN WALKWAY, a part of Lot 1, Block 2, Erickson Subdivision of 18.06 acres, more or less.

Also know by street number 3003A MILLVISTA ROAD, HIGHLANDS RANCH (DOUGLAS COUNTY) COLORADO 80129, situated in the County of Douglas, State of Colorado. That the said lien is held for and on account of REGIONAL CONSTRUCTION RESOURCES, INC. for labor performed and materials furnished

FOURTH: That the amount of indebtedness due or owing the claimant for which said lien is claimed, for laborers or material furnished, labor and services performed, machinery, tools and equipment supplied is: \$72,276.00, together with interest thereon at the legal rate.

REGIONAL CONSTRUCTION RESOURCES, INC.

Sergio Luciani, President 15460 Pin Oak Drive

Conroe, Montgomery County, Texas, 77384

STATE OF TEXAS

COUNTY OF HARRIS

I, Sergio Luciani, President of Regional Construction Resources, Inc., being of lawful age and being first duly sworn, upon oath, do say that I am the President of Regional Construction Resources, Inc. the claimant herein named; that I have read the within statement of lien and abstract of indebtedness and know the content thereof; and that the same is true and correct, to the best of my knowledge, information and belief, and is made on behalf of the claimant.

Sergio Luciani, President

SUBSCRIBED AND SWORN TO BEFORE ME in the County of Harris, State of Texas, on this 10th day of August, 2009.

SONDRA HEUGATTER APRIL 12, 2013

Printed Name of Notary

My Commission Expires:

Erickson Construction, LLC

Project:

Wind Crest Community Building 2.2

Project Address:

Mill Vista Rd

Highlands Ranch, CO 80129

# RCRI Project # 756

#### Materials Contract

#### Invoices

0	April 30, 2009	\$6,905.00
0	April 15, 2009	\$106,466.00
0	March 23, 2009	\$475,624.00
0	January 20, 2009	\$163,131.00
0	November 7, 2008	\$97,878.00
0	October 16, 2008	\$41 372 00

# Partial Lien Waver

0	July 29, 2009	\$250,000.00
0	February 24, 2009	\$163,31.00
0	December 31, 2008	\$97,878.00
0	December 5, 2008	\$41,372.00

# Account Summary

Contract amount	\$936,005.00
Change Orders	\$-44,629.00
Contract sum to Date	\$891,376.00
Invoiced	\$891,376.00
Paid to date	\$552,381.00

Balance outstanding \$338,995.00





#### **MATERIALS CONTRACT**

This Materials Contract is made as of the 13 day of October, 2008 by and between Erickson Construction, LLC (the "Contractor"), whose mailing address is 701 Maiden Choice Lane, Catonsville, Maryland 21228 and Regional Construction Resources, Inc. (the "Supplier"), whose mailing address is 5600 NW Central, Suite 100, Houston, TX, 77092, PHONE: (713) 789-5131, FAX: (713) 789-5575, for work to be done on the Project known as the Wind Crest Residential Building 2.2 located at Erickson Construction 3003A Mill Vista Road Highlands Ranch, CO 80129, located in Highlands Ranch, CO (the "Site").

In consideration of the mutual covenants set forth herein, Contractor and Supplier agree as set forth below:

#### 1. THE GOODS

The Supplier agrees to furnish: Structural Steel (Equip)

#### 2. THE MATERIALS CONTRACT PRICE

The Contractor shall pay to the Supplier for delivery of the Goods the following Contract Price:

Cost of Goods:

\$908,742.72

Unit prices:

See Exhibit G

Sales Tax:

3.00%

\$27,262.28

A total dollar amount of:

\$936,005,00

Cost Code:

554RB22 48700-051000

All sales and/or use tax payable in connection with this transaction is included in the Contract Price. The sales tax registration form attached to this Materials Contract Agreement (Exhibit C) must be completed and returned prior to any payments being made for this material.

#### 3. BONDS

Contractor will require a payment and performance bond for all Material Contracts over \$500,000. All bonds must be in the AIA 312 format or equal. Cost of bond is on bonding company's invoice at standard rates. Supplier must include the names of the Owner and Lender on all bonds as a dual oblige. Subcontractor can provide this information through a dual oblige rider. Two original copies of all bonds are required and should be forwarded to the Corporate Office located at 991 Corporate Boulevard, Linthicum, MD 21090.

Unless waived by Contractor in this Subsection, 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 Material Contract sum issued by a surety acceptable to Owner.

#### 4. ADDITIONAL GOODS

The Supplier understands and agrees this Agreement also includes the furnishing of the below listed items at the above price, regardless of whether or not they are shown in the Drawings and Specification as shown on Exhibit A attached hereto:

#### 5. SCHEDULE

The Supplier acknowledges and agrees that time is of the essence for all provisions of this Agreement. To this end Supplier agrees to the following dates with regard to all submissions required by the Plans and Specifications:

- a. Revise and resubmit all items within a maximum of seven (7) days after being returned for correction.
- b. The following code numbers shall be on all submissions:

Cost Code: 554RB22 48700-051000

c. Supplier will coordinate and submit to the Contractor within two (2) weeks after execution of this Materials Contract a coordinated and detailed construction schedule to include the following:

- Fabrication schedule showing overall lead times for the production of each material included within the Material Contract.
- 2. Delivery schedule for each component included within this Materials Contract.
- d. Supplier agrees to deliver material(s) to the site as directed by the Contractor. Supplier agrees to use licensed trucking companies that are fully insured in accordance with all state and federal mandated rules and regulations for all deliveries. Unsafe or unlicensed delivery vehicles will not be permitted to enter the site.

#### 6. PAYMENT

Payment Terms: Invoicing, after delivery to Site and acceptance of material, to be submitted not later than the 20th of each calendar month. Provided invoices are received by such date, payment will be <u>DUE</u> on the 20th day of the following month. Detailed instructions are included in the Exhibit B "General Provisions" under item #9.

SUPPLIER SHALL SUBMIT ALL INVOICES FOR PAYMENT PROCESSING TO: ERICKSON CONSTRUCTION, LLC, ATTENTION: PROJECT MANAGER, Erickson Construction 3003A Mill Vista Road, Highlands Ranch, CO 80129.

#### 7. RELEASE

- 7.1. Supplier agrees to deliver to Contractor an executed ACKNOWLEDGEMENT OF PROGRESS PAYMENT (Exhibit D) and RELEASE OF LIENS AND CLAIMS (Exhibit E Partial or Exhibit F Final) before payment for any supplies, in the form attached hereto.
- 7.2. Supplier and any persons acting through or under Supplier shall not file or maintain any mechanics claims or liens against the Project, or the building thereof, or the lot of ground appurtenant thereto, for or on account of any Work done or materials furnished by this Supplier and/or any such person or persons as aforesaid.
- 7.3. To the fullest extent permitted by applicable law, Supplier, for and on behalf of Supplier and all other persons acting through or under Supplier, hereby expressly waives and relinquishes the right to have, file, or maintain any mechanics' claims or lien against the Project, the buildings thereof, and the lot of ground appurtenant thereto, or any of them, which waiver shall be and hereby is made an independent covenant and shall operate and be effective also with respect to Work and labor done and materials furnished under any supplemental agreement between Contractor and Supplier, or any agreement for extra Work done, performed, furnished or supplied in and about the Project, although not therein referred to as Work and labor performed and materials furnished under this Contract.
- 7.4. Supplier, when required by Contractor as a condition precedent to the making of any payment hereunder, shall furnish to the Contractor a full and complete release and discharge, in a form satisfactory to Contractor and Owner, of all liens, claims, and demands arising out of or relating to any and all materials furnished, Work done, and equipment used in connection therewith (see Exhibit E & F attached hereto). Furthermore, if, prior to final payment, the Contractor, Owner, or any party providing financing for the Project requests a release of liens from Supplier or anyone acting through or under Supplier, Supplier shall execute and deliver such release of liens in a form (see Exhibit F attached hereto) satisfactory to Contractor, Owner or such other party.
- 7.5. If any Supplier or other person working under Supplier files a mechanics' lien or claim or notice of intention or right to file a lien for or on account of work, labor, services, materials, equipment or other items furnished under or in connection with this Agreement, Supplier agrees to discharge or remove such lien, claim or notice at its own expense by bond, payment or otherwise within twenty (20) calendar days from the date of the filing thereof, and upon its failure to do so, Contractor or Owner shall have the right to cause any such lien or claim, notice of intention or stop notice to be removed or discharged by whatever means Contractor or Owner chooses, at the sole cost and expense of Supplier (such costs and expenses to include legal fees and disbursements). Supplier agrees to hold harmless and indemnify Contractor and Owner from and against any and all such liens, claims or other filings, and actions brought or judgments rendered thereon, and from and against any and all losses, damages, liabilities, costs and expenses, including legal fees and disbursements, which Contractor or Owner may sustain in connection therewith.

#### 8. SUBORDINATION

8.1. Supplier shall and hereby does subordinate any and all liens, rights and interests owned, claimed, or held by Supplier in and to any part of the Goods or land on which the Goods are located, to the lien or liens securing payment of sums now or hereafter borrowed by Contractor or Owner in connection with construction of the Project. Supplier shall execute such evidence of the subordination as Contractor's or Owner's lender(s) may require.

(a)

8.2. Supplier shall and hereby agrees to include in every subcontract relating to the Goods to which it is a party, and shall require the inclusion in each lower tier subcontract, provisions that the person or entity performing labor or furnishing materials pursuant to such subcontract agrees to subordinate any mechanic's or material men's lien or liens securing payment of sums now or hereafter borrowed by Contractor or Owner in connection with the construction of the Project.

#### 9. WAIVER OF SUBROGATION

a. The Contractor and Supplier waive all rights against (1) each other and any of their suppliers, subcontractors, subsubcontractors, agents, employees, officers, members and directors, each of the other, and (2) the Owner, Developer, Operator, and any of their Subcontractors, sub-subcontractors, suppliers, 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 subsubcontractors, 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.

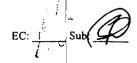
#### 10. THE MATERIALS CONTRACT DOCUMENTS

The Materials Contract Documents consist of the following:

- This Contract
- Drawings & Specification (Exhibit A)
- General Provisions (Exhibit B)
- Sales Tax Form (Exhibit C)
- Application for Payment (Exhibit D)
- Instructions for Exhibit D (Exhibit D1)
- Partial Release of Liens (Exhibit E)
- Instructions for Exhibit E & F (Exhibit E1-F1)
- Final Release of Liens (Exhibit F)
- Scope of Work & Unit Price Schedule (Exhibit G)

#### 11. MISCELLANEOUS

- 11.1 Supplier may not assign this Materials contract to any person or entity without Contractor's prior written consent.
- 11.2. Duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder 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.
- 11.3. Supplier agrees to indemnify and save Contractor, Owner, Owner's agents, Developer, operator, their respective parent and subsidiaries and their respective agents, officers, employees, members and directors harmless from, and defend at its own expense, any and all claims, suits, losses, damages, or expenses in any manner connected with the materials furnished by the Supplier under this Contract or caused or occasioned in whole or in part by reason of the presence of the person or property of Supplier, its employees, agents, or suppliers, except with such claims or suits arise out of the sole negligence of Contractor.
- 11.4. Supplier shall defend, indemnify, and save Contractor, Owner, Owner's agents, Developer, operator, their respective parent and subsidiaries and their respective agents, officers, employees, members and directors harmless from, and defend at its own expense, any and all claims by the employees of Supplier, its vendors, or its agents, when such claims shall have been incurred, or alleged to have occurred from an unsafe place to work or such similar type of complaint.



- 11.5. Supplier shall pay all expenses, costs, and attorney's fees incurred by Contractor, Owner, Owner's agents, Developer, operator, their respective parent and subsidiaries and their respective agents, officers, employees, members and directors in the enforcement of this Contract, of any bond furnished in connection herewith, or for the prosecution or defense of any claim as defined herein.
- 11.6 Supplier shall indemnify, defend, and hold harmless Contractor, including but not limited to attorneys fees and costs, to the fullest extent and under no circumstances to a lesser extent than Contractor has indemnified Owner and others with respect to Supplier's Work (including without limitation, Supplier's performance of its Work) under the Contract Documents.

IN WITNESS WHEREOF, the parties have set forth their hand and seal below.

WITNESSES:	WI	T	IF.	SS	ES:
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CONTRACTOR:

ERICKSON CONSTRUCTION, LLC.

DATE:

BY:

David Tague

TITLE:

Vice President of Construction

SUPPLIER:

Regional Construction Resources, Inc.

BY:

Sergio Lud

TITLE:

President

# EXHIBIT "A" Contract Documents

<b>Drawing Number</b>	<u>Description</u>	<u>Date</u>
00.00	Cover Sheet	07/02/2008
00.01	Sheet Index	07/02/2008
00.02	Project Symbols, Abbrevations & Notes	07/02/2008
00.03	FHA Guidelines and General Notes for Living Units	07/02/2008
00.04	ADA Guidlelines, Gen. Notes for Pub & Com use Faci	07/02/2008
00.05	ADA Guidelines, Gen Notes	07/02/2008
10.01A	Fire & Building Code Information	07/02/2008
10.01B	Fire & Building Code Information	07/02/2008
10.02	Unit Mix & REsident Storage Chart	07/02/2008
10.03	Site Plan & Parking Distribution	07/02/2008
10.04	Site Matrix- NHD 1-A	07/02/2008
10.06	Unit Addressing Plan	07/02/2008
30.01A	Partial Terrace Level Plan-A	07/02/2008
30.01B	Partial Terrance Level PlanB	07/02/2008
30.02A	Partial First Level Plan- A	07/02/2008
30.02B	Partial First Levek Plan - B	07/02/2008
30.03A	Partial Second Level Plan - A	07/02/2008
30.03B	Partial Second Level Plan -B	07/02/2008
30.04	Partial Third Level Plan- B	07/02/2008
30.04A	Partial Third Level Plan- A	07/02/2008
30.05- A	Partial Fourth Level Plan- A	07/02/2008
30.05-B	Partial Fourth Level Plan - B	07/02/2008
30.06A	Partial Roof Plan A	07/02/2008
30.07	Plan Details	07/02/2008
30.10	Enlarged Plans	07/02/2008
31.01	Exterior Elevations- South Elvation	07/02/2008
31.02	Exterior Elevations - North Elevation	07/02/2008
31.03	Exterior Elevations - East/West Elevation	07/02/2008
31.04	Enlarged Elevations	07/02/2008
31.05	Enlarged Elevations	07/02/2008
32.01	Building Sections	07/02/2008
32.02	Building Sections	07/02/2008
33.01	Wall Sections	07/02/2008
33.02	Wall Sections	07/02/2008

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33.03	Wall Sections	07/02/2008
33.04	Wall/Awning Details	07/02/2008
33.05	Balcony Details	07/02/2008
33.06	Bay Window Details	07/02/2008
33.07	Eave Details	07/02/2008
33.08A	Roof Details	07/02/2008
33.08B	Roof Details	07/02/2008
33.09	Bridge to CB2.0	07/02/2008
33.09B	Bridge to CB2.0	07/02/2008
33.09C	Bridge to CB2.0	07/02/2008
34.01	Elevator Plans and Details	07/02/2008
34.02	Stair Plans and Section-#1	07/02/2008
34.03	Stair Plans and Section-#2	07/02/2008
35.01	Partition Types	07/02/2008
35.01A	UL Assemblies	07/02/2008
35.01B	UL Assemblies	07/02/2008
35.01C	UL Assemblies	07/02/2008
35.01C	UL Assemblies	07/02/2008
35.01D	UL Assemblies	07/02/2008
35.01E	UL Assemblies	07/02/2008
35.01F	UL Assemblies	07/02/2008
35.02	Door Schedule	07/02/2008
35.03	Door Details	07/02/2008
35.04	Window Schedule and Details	07/02/2008
35.05	Window Flashing Details	07/02/2008
35.05A	EIFS Details	07/02/2008
35.05B	EIFS Details	07/02/2008
35.06	Roof Flashing Details	07/02/2008
36.01	Corridor Elevation	07/02/2008
36.02	Corridor Elevation	07/02/2008
36.03	Corridor Elevation	07/02/2008
36.04A	Elevator Lobby Enlarged Plans	07/02/2008
36.04B	Elevator Lobby Enlarged Plans	07/02/2008
36.05A	Elevator Lobby Enlarged Plans	07/02/2008
36.05B	Elevator Lobby Enlarged Plans	07/02/2008
36.07	Interior Details	07/02/2008
36.08	Details	07/02/2008
38.01A	Partial Terrace Level RCP - A	07/02/2008
38.01B	Partial Terrace Level RCP - B	07/02/2008
38.02A	Partial First Level RCP - A	07/02/2008

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38.02B	Partial First Level RCP - B	07/02/2008
38.03A	Partial Second Level	07/02/2008
38.03B	Partial Second Level RCP -B	07/02/2008
38.04A	Partial Third Level RCP -A	07/02/2008
38.04B	Partial Third Level RCP - B	07/02/2008
38.05A	Partial Fourth Level RCP -A	07/02/2008
38.05B	Partial Fourth Level RCP - B	07/02/2008
40.01	Elevator Lobby Finish Plans	07/02/2008
40.02	Elevator Lobby Finish Plan	07/02/2008
41.01	Wall Finishes	07/02/2008
41.02	Bridge to CB2.0	07/02/2008
42.01	Ceiling Finish Plan	07/02/2008
42.02	Bridge to CB2.0	07/02/2008
45.01	Finish Schedule- Public	07/02/2008
45.02	Finish Schedule- Units	07/02/2008
45.03	Finish Schedule	07/02/2008
49.01A	Partial Terrace Level Furniture Plan	07/02/2008
49.01B	Partial Terrace Level Furniture Plan	07/02/2008
49.02A	Partail First Level Furniture Plan	07/02/2008
49.02B	Partial First Level Furniture Plan	07/02/2008
49.03A	Partial Second Level Furniture Plan	07/02/2008
49.03B	Partial Second Level Furniture Plan	07/02/2008
49.04A	Partial Third Level Furniture Plan	07/02/2008
49.04B	Partial Third Level Furniture Plan	07/02/2008
49.05A	Partial Fourth Level Furniture Plan	07/02/2008
49.05B	Partial Fourth Level Furniture Plan	07/02/2008
49.06	Bridge to CB2.0	07/02/2008
60.01A	Partial Terrance Level Framing Plan- A	07/02/2008
60.01B	Partial Terrace Level Framing Plan- B	07/02/2008
60.02A	Partial First Level Framing Plan A	07/02/2008
60.02B	Partial First Level Framing Plan- B	07/02/2008
60.03A	Partial Second Level Framing Plan- A	07/02/2008
60.03B	Partial Second Level Framing Plan- B	07/02/2008
60.04A	Partial Third Level Framing Plan- A	07/02/2008
60.04B	Partial Third Level Framing Plan- B	07/02/2008
60.05A	Partial Fourth Level Framing Plan- A	07/02/2008
60.05B	Partial Fourth Level Framing Plan- B	07/02/2008
60.06A	Partail Roof Framing Plan- A	07/02/2008
60.06B	Partial Roof Framing Plan-B	07/02/2008
60.07	Bridge to CB2.0	07/02/2008
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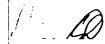
60.08	Links Details	07/02/2008
61.01	Special Instructions	07/02/2008
61.01B	Special instructions Continued	07/02/2008
61.02 A	General Notes	07/02/2008
61.02B	General Notes Continued	07/02/2008
61.03	Typical Details	07/02/2008
61.04	Typical Details	07/02/2008
62.01	Foundation Details	07/02/2008
62.02	Foundation Sections	07/02/2008
62.04	Foundation Sections	07/02/2008
63.01	Framing Sections	07/02/2008
63.10	Framing Sections	07/02/2008
63.11	Framing Sections	07/02/2008
63.12	Framing Sections	07/02/2008
64.01	Brace Frame Elevations	07/02/2008
64.02	Brace Frame Details	07/02/2008
65.01	Column Schedule	07/02/2008
70.00	Title Sheet	07/02/2008
70.00.1	Water/Gas/FP Distribution	07/02/2008
70.00A	Partial Underfloor-A	07/02/2008
70.00B	Partial Undfloor- B	07/02/2008
70.01A	Partial Terrace Level Plan- A	07/02/2008
70.01B	Partial Terrace Level Plan- B	07/02/2008
70.02A	Partial Frist Level Plan- A	07/02/2008
70.02B	Partial First Level Plan- B	07/02/2008
70.03A	Partial Second Level Plan- A	07/02/2008
70.03B	Partial Second Level Plan- B	07/02/2008
70.04A	Partial Third Level Plan- A	07/02/2008
70.04B	Partial Third Level Plan- B	07/02/2008
70.05A	Partial Fourth Level Plan- A	07/02/2008
70.05B	Partial Fourth Level Plan- B	07/02/2008
70.06A	Partial Roof/Attic Plan- A	07/02/2008
70.06B	Partial Roof/Attic Plan- B	07/02/2008
71.01	Enlarged Plan	07/02/2008
72.01	Details	07/02/2008
73.01	Risers	07/02/2008
80.00	Title Sheet	07/02/2008
80.01A	Partial Terrace Level Plan- A	07/02/2008
80.01B	Partial Terrace Level Plan- B	07/02/2008
80.02A	Partial First Level Plan- A	07/02/2008
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80.02B	Partial First Level Plan- B	07/02/2008
80.03A	Partial Second Level Plan- A	07/02/2008
80.03B	Partial Second Level Plan- B	07/02/2008
80.04A	Partial Third Level Plan- A	07/02/2008
80.04B	Partial Third Level Plan- B	07/02/2008
80.05A	Partial Fourth Level Plan- A	07/02/2008
80.05B	Partial Fourth Level Plan- B	07/02/2008
80.06A	Partial Roof Plan- A	07/02/2008
80.06B	Partial Roof Plan- B	07/02/2008
81.01 ,	Enlarged Mechanical Room	07/02/2008
82.01	Mechanical Details	07/02/2008
82.02	Mechanical Details	07/02/2008
83.01	Mechanical Risers Diagram	07/02/2008
83.02	Wet Riser Diagram	07/02/2008
84.01	Mechanical Schedules	07/02/2008
90.00	Cover Sheet	07/02/2008
90.01A	Partial Terrace Level Plan- A	07/02/2008
90.01B	Partial Terrace Level Plan- B	07/02/2008
90.02A	Partial First Level Plan- A	07/02/2008
90.02B	Partial Frist Level Plan- B	07/02/2008
90.03A	Partial Second Level Plan- A	07/02/2008
90.03B	Partial Second Level Plan- B	07/02/2008
90.04A	Partial Third Level Plan- A	07/02/2008
90.04B	Partial Third Level Plan- B	07/02/2008
90.05A	Partial Fourth Level Plan- A	07/02/2008
90.05B	Partial Fourth Level Plan- B	07/02/2008
91.01	Part Plan- Electrical	07/02/2008
91.02	Part Plan- Electrical	07/02/2008
92.01	One- Line Diagram	07/02/2008
92.02	Fire Alarm Riser Diagrams	07/02/2008
92.03	Electrical Riser Diagrams	07/02/2008
93.01	Site Plan	07/02/2008
93.02	Details	07/02/2008
93.03	Details	• 07/02/2008
93.04	Details	07/02/2008
94.01	Electrical Schedules	07/02/2008
94.02	Electrical Schedules	07/02/2008
Unit C1	MEP	07/02/2008
Unit C1	Architectual	07/02/2008
Unit C11.5	Architectual	07/02/2008

		Cost Code: 534RB22 - 48700-03100
Unit C11.5	MEP	07/02/2008
Unit Clh	Architectual	07/02/2008
Unit C1h	MEP	07/02/2008
Unit C5	Architetual	07/02/2008
Unit C5	MEP	07/02/2008
Unit C8	MEP	07/02/2008
Unit C8	Achitectual	07/02/2008
Unit D1.5	MEP	07/02/2008
Unit D1.5	Architectual	07/02/2008
Unit D2	MEP	07/02/2008
Unit D2	Architectual	07/02/2008
Unit E4	Architectual	07/02/2008
Unit E4	MEP	07/02/2008
Unit E4+	Architectual	. 07/02/2008
Unit E4+	MEP	07/02/2008
Unit E9.5	Acrhitectual	07/02/2008
Unit E9.5	MEP	07/02/2008
Unit F2	Architectual	07/02/2008
Unit F2	MEP	07/02/2008
Unit F3	MEP	07/02/2008
Unit F3	Architectual	07/02/2008
Unit F5	Architectual	07/02/2008
Unit F5	MEP	07/02/2008
Unit F6+	MEP	07/02/2008
Unit F6+	Architectual	07/02/2008
Unit F8	MEP	07/02/2008
Unit F8	Architectual	07/02/2008
Unit G4	Architectual	07/02/2008
Unit G4	MEP	07/02/2008
Unit G6	Architectual	07/02/2008
Unit G6	MEP	07/02/2008
Unit H1	Architectual	07/02/2008
Unit H1	MEP	07/02/2008
Unit H2	MEP	07/02/2008
Unit H2	Architectual	07/02/2008
Unit J3	Architectual	07/02/2008
Unit J3	MEP	07/02/2008
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# EXHIBIT "B" General Provisions

- The Supplier shall replace or, if approved by the Architect, Owner and/or Contractor repair any defective work, cracked, chipped
  or damaged materials. Supplier will be responsible for all associated costs if the damage occurs at the fabrication plant or during
  transportation to the jobsite. Supplier agrees to promptly provide all replacement materials at no additional cost to the Owner,
  Architect or Contractor and repeat tests as necessary until all work is proven satisfactory. Retesting cost shall be the
  responsibility of the Supplier should the Owner elect.
- 2. Supplier recognizes that the area within the project site is limited, and that parking will not be permitted for any vehicles, including foreman's, which are not required for the actual performance of Supplier's work. Any vehicle parked on or adjacent to the site without Contractor's permission is subject to removal at the Supplier's expense.
- 3. The Supplier understands the project site is in an urban location and that only a limited amount of on site material staging will be permitted. It is the responsibility of each Subcontractor and Supplier to coordinate all on site staging with the Contractor's Superintendent. All material deliveries must be coordinated at least forty-eight (48) hours in advance. This Supplier understands that the limited space also applies to the use of site trailers and/or field offices and permission must be obtained by Project Superintendent.
- 4. It is agreed and understood that all communications to the Architect or Engineer or Owner or Leasing Agent or other Subcontractor's and Supplier's, or any representative of the above, whether written or verbal, shall be through the Contractor unless specific permission is granted by the Contractor for a direct communication, and any communications not so conducted shall neither be binding or enforceable on any party. Further, any communication with any of the above parties conducted with permission of the Contractor shall be documented and summarized in writing by the Supplier within 24 hours of the communication, noting parties involved, subjects discussed, conclusions reached, and all other pertinent information, and shall be immediately distributed to the Contractor and all parties involved. If such communication in any way affects the Work of other Subcontractors or Suppliers this Supplier shall be liable for all costs involved unless specifically authorized otherwise by the Contractor in writing.
- 5. Backcharges to the Contractor or to other Subcontractors on the project, for which this Supplier fees are not included with the Materials Contract, must be brought to the attention of the Contractor, in writing, with ten (10) days of the initial occurrence and must be submitted for payment with all required back-up with twenty (20) days of the occurrence. Any event for which Supplier has not so notified and submitted shall not entitle Supplier to on-going Backcharges, these Backcharges must initially be submitted as noted above, and thereafter on a bi-weekly basis. Any Backcharges to be brought against this Supplier by either the Contractor or another Subcontractor or Supplier shall be forwarded in written notification not more than twenty (20) days from initial occurrence and submitted with proper back up for payment with thirty (30) days or shall be otherwise null and void. Subcontractors and Suppliers are encouraged to work out minor disputes between each other, but Contractor shall not be responsible for the enforcement, or collection of any sums, or any agreements between Subcontractors and/or Suppliers for which a written agreement was not prepared and signed by all parties.
- 6. It is understood that modifications to the details shown on the design drawings may be required. However, it is clear that the Architect's concept, i.e. profiles, reveals, sight lines, floor closure, dimensioning, proportioning, etc., whose intent is schematically indicated in the Contract Documents, must be maintained throughout.
- 7. The Change Order Request shall consist of the detailed cost estimate outlining the changes in the work and detailed documentation justifying proposed changes in time. This estimate shall be computed in accordance with accepted estimating procedures and in accordance with the terms of the Contract Documents, and the costs for labor and materials shall be at prevailing rates in the Project area.
- 8. With thirty (30) days of the execution of the Materials Contract, Supplier shall submit for approval of the Contractor, a complete schedule of values breakdown of the Materials Contract amount. The schedule of values breakdown shall be in the form similar to the AIA. G703 format. When approved, the schedule shall be used to apply for monthly (and final) progress payments. All sums shall have amounts rounded off up or down to the nearest whole dollar except final payment.
- 9. Progress payment applications shall be prepared and submitted to the Contractor on or before the 20<sup>th</sup> of the month for payment by the 20<sup>th</sup> of the following month.



- 10. Notwithstanding any other provision contained in this Materials Contract and superseding ay contrary term expressed herein, Supplier agrees that if in the event on any picket, strike, work stoppage, or other form of labor dispute at the jobsite, whether that dispute or picket is in connection with the Owner, the Contractor, the Supplier or any other subcontractor or separate contractor on the jobsite, Supplier will continue to perform the Supplier's work required herein, with interruption on delay, because of such picket or other form of labor dispute, the Contractor may terminate services or the Supplier after giving twenty-four (24) hours written notice and an intent to do so, or the contractor may invoke any of the rights and remedies set forth in this Materials Contract. Additionally, should the Supplier be party to one or more labor agreements he shall, with twenty-four (24) hours, take any and all legal action provided for, or permitted by, such labor agreements in order to expedite resumption of work on this Project. It is contemplated hereby the Supplier shall, if necessary, utilize to the fullest extent possible all contractual provisions contained in Supplier's labor agreement which allow for the hiring of replacement employees, should the hiring of the Supplier be unable or unwilling to meet the need of the Supplier.
- 11. The Supplier shall cooperate with the Contractor and other Suppliers and Subcontractors whose work might interface with Supplier's work, and shall participate in the preparation or coordination drawings in areas of congestion, specifically noting and advising the Contractor on any such interferences.
- 12. Payments made on account of materials or equipment not in place but delivered and suitably stored, when agreed upon in advance in writing by the Owner. Such materials or equipment (Stored Materials) may be at the Property or at any other location agreed upon in advance in writing by the Owner.
- 13. Beyond Stored Materials, Owner will not advance progress payments for Supplier engineering, shop drawing preparation, or insurance costs, all of which are incidental to the award of the Materials Contract and the subsequent performance of the work: however, Supplier may include such costs (limited to a maximum of two (2%) percent of the materials contract amount) in its initial payment request which will be paid after commencement of work by Supplier. In the event Supplier has purchased a performance and payment bond, owner will advance progress payment for the cost of same upon request and upon receipt of a copy of the invoice for the premium.

# EXHIBIT "C" Sales Tax Form

Subcontractor / Supplier Name: Regional Construction Resources, Inc.	l
Address: 5600 NW Central, Suite 100, Houston, TX, 77092	
Job No. 554RB22	
Purchase Order Number: 8  Is licensed to do business in the State of CO, sales tax registration number is 28-45379-6003	3
Will remit all sales tax on the taxable items in the Purchase Order to the State of CO on a timely reporting basis.  Signed:  Date: 10 30 08  Title: President	
************	
Is not licensed to do business in the State of CO and will not include sales tax on any invoices.  Signed: Date:	
Title:	

PO

# 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. Erickson Construction 3003A Mill Vista Road Highlands Ranch, CO, 80129

ATTN: Project Manager, Matthew Ostrowski

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.

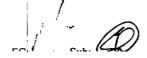
If your Application and Certificate for Payment is not fully completed and received in our office, at the above address by the 20th of the month, your payment will be delayed until the following months payment cycle.



### EXHIBIT "D"

# APPLICATION AND CERTIFICATE FOR PAYMENT

TO: FROM:	ERICKSON CONS' 703 Maiden Choice Baltimore, MD 2122 Regional Constructio	Lane 28	DATE: PROJECT NO.: JOB: APPLICANT NO.:	554RB22 Sandpiper Hollow
rkowi.	Rogional Colbudono		PERIOD TO:	
1. Origina	al Contract Amount		_\$	
2. Change	Orders Issued to Date	(Thru C.O. #)	_\$	<u> </u>
3. Contrac	ct Sum to Date (Line 1-	+2)	_ \$	
4. Total C	ompleted & Stored to l	Date	\$	
5. Less Re	tainage (%)		\$	,
6. Total E	arned to Date Less Ret	ainage (Line 4-5)	\$	
7. Less Pro	evious Requisitions		_\$	
8. Paymen	t Due This Period (Lin	e 6-7)	<u> </u>	
C	ayment will be made for hange Order has been is iditional costs or pendir	sued by Erickson Const	are included as part of the Origin ruction L.L.C. Please provide a l	al Contract amount or for which a ist of any outstanding claims for
NOTES:			TO BE COMPLETED	BY PROJECT MANAGER
			RETAINAGE RELEASE	\$
			PROGRESS BILLING	\$
			RETAINAGE HELD	\$
			TOTAL AMOUNT DUE	\$
			PROJECT NUMBER	554RB22
			COST CODE #	48700-051000
			APPROVED BY	
			APPROVED DATE	
	FINAL PAYMENT		FOR ACCOUNT	ITING USE ONLY
	COMPLETED	YES NO		111.0 000 01101
	DELIVERED OUT BOOK -DEL)	YES NO	DATE RECEIVED	
	DERS COMPLETED	YES NO	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, 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.



### **EXHIBIT "E"**

### Partial Lien Waiver

STATE OF COLOR		\ CC			
COUNTY OF DOUG	·	) SS		:	
To Whom It May Con	ncern:				
WHEREAS the under	rsigned has been employe	ed by	to furnis	sh	for the premises know
as	of which		is the Owner,	ļ	
which is hereby acknowledge statutes of the State of material, fixtures, app	owledged, do(es), to the Colorado, relating to med paratus or machinery furn	(\$ fullest extent permitted by law chanics? liens, with respect to at iished, and on the money, funds machinery, heretofore furnishe	, hereby waive and release nd on said above-described or or other considerations, du	and all lien or claim of, or premises, and the improve se or to become due from	or right to, lien, under the ements thereon, and on the the Owner, on account of
DATED:		COMPANY: ADDRESS:			<del></del>
		ADDRESS:			
SIGNATURE AND T	TILE:	paid. If a wavier is for a corpora	.:	dhamad the side of offi	ar cigning waiter shoul
		partnership name should sign a			
	C	CONTRACTOR'S AFFIDAVI	Γ		
a Whem It May Con					
To Whom It May Con					
THE undersigned, bein	ng duly sworn, denoses ar	nd says that he is work on the	of the	j.	(name of company
vho is the contract	or for the	work on the	building located at _		owned b
			<u> </u>		
hat the total amount of	f the contract including en	xtras is \$ and genuine and delivered unc	on which he has rece	erved payment of \$	prior to
alidity of said waivers	<ol> <li>That the following are</li> </ol>	the names of all parties who h	ave furnished material or l	abor, or both, for said we	ork and all parties having
ontracts or subcontract	ts for specific portions of	said work or for material enteri	ng into the construction the	reof and the amount due	or to become due to each
nd that the items ment	tioned include all labor a	nd material required to comple	te said work according to p	lans and specifications	
NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE
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TAL LABOR AND	MATERIAL TO CO	MPLETE			
		tstanding, and that there is noth id work other than above stated		any person for material.	labor or other work of any
med this	_ day of	_, 200 Signature:			
scribed and sworn to	before me this	day of	, 200		
nature:					



# EXHIBIT "F"

### Final Lien Waiver

COUNTY OF DOUGLAS)  To Whom It May Concern:	to furnish for the premises known of which is the Owner,  consideration of (\$) Dollars, and other good and valuable consideration, the receipt of d, do(es) hereby waive and release and all lien or claim of, or right to, lien, under the statutes of the State of Colorado, relating to to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery funds or other considerations, due or to become due from the Owner, on account of labor services, material, fixtures, apparatus or ed, or which maybe furnished at any time hereafter, by the undersigned for the above-described premises.  COMPANY:  ADDRESS:  the full amount paid. If a wavier is for a corporation, corporate name should be used, the title of officer signing waiver should
WHEREAS the undersigned has been employed by	consideration of(\$) Dollars, and other good and valuable consideration, the receipt of d, do(es) hereby waive and release and all lien or claim of, or right to, lien, under the statutes of the State of Colorado, relating to to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery funds or other considerations, due or to become due from the Owner, on account of labor services, material, fixtures, apparatus or ed, or which maybe furnished at any time hereafter, by the undersigned for the above-described premises.  COMPANY:  ADDRESS:  the full amount paid. If a wavier is for a corporation, corporate name should be used, the title of officer signing waiver should
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	CONTRACTOR'S AFFIDAVIT
To Whom It May Concern:	
THE undersigned, being duly sworn, deposes and says that he is	
who is the contractor for the work on the building located at own	export denotes and says that he is Of the (name of company)
	sworn, deposes and says that he is of the (name of company) the work on the building located at owned by
	tworn, deposes and says that he is of the (name of company) the work on the building located at owned by
The undersigned for and in consideration and upon payment in seven business day, of the sum of	·
(6)	n consideration and upon payment in seven business day of the sum of Dollars
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THE undersigned, for and in consideration of	consideration of(\$) Dollars, and other good and valuable consideration, the receipt of d, do(es) hereby waive and release and all lien or claim of, or right to, lien, under the statutes of the State of Colorado, relating to to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery funds or other considerations, due or to become due from the Owner, on account of labor services, material, fixtures, apparatus or ed, or which maybe furnished at any time hereafter, by the undersigned for the above-described premises.  COMPANY:  ADDRESS:  the full amount paid. If a wavier is for a corporation, corporate name should be used, the title of officer signing waiver should
THE undersigned, for and in consideration of	consideration of(\$) Dollars, and other good and valuable consideration, the receipt of d, do(es) hereby waive and release and all lien or claim of, or right to, lien, under the statutes of the State of Colorado, relating to to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery funds or other considerations, due or to become due from the Owner, on account of labor services, material, fixtures, apparatus or ed, or which maybe furnished at any time hereafter, by the undersigned for the above-described premises.  COMPANY:  ADDRESS:  the full amount paid. If a wavier is for a corporation, corporate name should be used, the title of officer signing waiver should
WHEREAS the undersigned has been employed by	consideration of(\$) Dollars, and other good and valuable consideration, the receipt of d, do(es) hereby waive and release and all lien or claim of, or right to, lien, under the statutes of the State of Colorado, relating to to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery funds or other considerations, due or to become due from the Owner, on account of labor services, material, fixtures, apparatus or ed, or which maybe furnished at any time hereafter, by the undersigned for the above-described premises.  COMPANY:  ADDRESS:  the full amount paid. If a wavier is for a corporation, corporate name should be used, the title of officer signing waiver should
To Whom It May Concern:  WHEREAS the undersigned has been employed by	to furnish for the premises known of which is the Owner,  consideration of (\$) Dollars, and other good and valuable consideration, the receipt of d, do(es) hereby waive and release and all lien or claim of, or right to, lien, under the statutes of the State of Colorado, relating to to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery funds or other considerations, due or to become due from the Owner, on account of labor services, material, fixtures, apparatus or ed, or which maybe furnished at any time hereafter, by the undersigned for the above-described premises.  COMPANY:  ADDRESS:  the full amount paid. If a wavier is for a corporation, corporate name should be used, the title of officer signing waiver should
WHEREAS the undersigned has been employed by	to furnish for the premises known of which is the Owner,  consideration of (\$) Dollars, and other good and valuable consideration, the receipt of d, do(es) hereby waive and release and all lien or claim of, or right to, lien, under the statutes of the State of Colorado, relating to to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery funds or other considerations, due or to become due from the Owner, on account of labor services, material, fixtures, apparatus or ed, or which maybe furnished at any time hereafter, by the undersigned for the above-described premises.  COMPANY:  ADDRESS:  the full amount paid. If a wavier is for a corporation, corporate name should be used, the title of officer signing waiver should

### EXHIBIT "G"

### SUBCONTRACTOR SCOPE OF WORK

SEE ATTACHED

#### EXHIBIT G ATTACHMENT

In accordance with the Contract Documents included in Exhibit A, and the general provisions of this contract, the subcontractor shall provide all materials, shop drawings, submittals, transportation, taxes, insurance, support functions and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, to complete the Structural Steel & Metal Fabrications work for the Residential Building 2.2, and the link to the Community Building 2.0.

Fabrication of the steel shall be performed in accordance with Contract Documents dated 7/02/2008 prepared by James, Harwick, and Partners, Inc. in general, and Specification Section 05120 (Structural Steel) and 05500 (Metal Fabrications) specifically, unless noted otherwise below; and in compliance with all applicable codes and regulations. Work shall include, but is not limited to the following:

#### 1. SCOPE OF WORK

- 1.1 Furnish all structural steel for Residential Building 2.2 (Sand Piper Hollow) & the Link from Residential Building 2.2 to Community Building 2.0.
- 1.2 Furnish all miscellaneous steel including, but not limited to, all anchor bolts, base plates, fasteners, embeds, edge angle, bent plate, ledger angles, lintels, etc. to complete the structure in accordance with the contract drawings and specifications.
- 1.3 A325 bolts 1-1/8" and 1-1/4" and A490 bolts 1" and over must first have Johnson's Stick Wax #140 applied to their threads before being assembled in work. Deliver anchor bolts and "For Construction" anchor bolt plans no later than October 14th, 2008.
- 1.4 Provide all submittals, including product data, shop drawings, samples, material certifications and test reports as required by the specifications.
- 1.5 Include galvanizing for structural steel, miscellaneous metals, bolts, nuts, washers etc. in accordance with Contract Documents.
- 1.6 Include angle kickers and continuous angle shelf where necessary.
- 1.7 Provide all holes, cut-outs, etc. as required to accommodate the work of other trades, in accordance with the Contract Documents. This includes penetrations through beams.
- 1.8 Furnish all steel for interior stairs including stair treads, platforms, freestanding picket rail with grab bar and wall rails.
- 1.9 Furnish elevator pit ladders, divider beams, sill support angles and hoist beams.
- 1.10 Furnish ship's ladder and roof access ladder as indicated in the Contract Documents.

EC: \_\_/\_Sub:

- 1.11 Furnish all balcony guardrails, single deco "X" rails, double deck "X" decorative rails, and areaway grates.
- 1.12 Subcontractor shall take part in weekly "BIM" (building information modeling) meetings to make certain that the the fabrication of all steel is completed with MEP and structural systems in mind.
- 1.13 Subcontractor shall deliver first sequence of steel for the RB2.2 during the first week of January 2009 and shall complete all deliveries on or before the last week of February 2009.

## SCHEDULE OF VALUES S.O. 756 - RB2.2

Oh an Deswings	\$94,250.00
Shop Drawings	Ψ,Ε,Σ,Ο,ΟΟ

Anchor bolts, embeds \$45,000.00

Structural steel \$653,755.00

Miscellaneous \$143,000.00

Total Contract \$936,005.00

#### END OF EXHIBIT G ATTACHMENT

EC: \_\_\_\_\_\_Sub:

Work Schedul RDERS RADERS	00			Application No:			
Schedul (	٥						
Schedul	٥			Application Date:	4/30/2009		
Schedul	1_1			Period From:	4/1/2009		
Schedul	1_1			Period To:	4/30/2009		
Schedul	1_1			Job No:			
Schedul	_			Vendor No:			
Schedul	- -	E	T	ŋ		I	_
ocupador.		Work Complete		Total Complete			
			Stored	and Stored to		Balance to	Retainage
	Applications	Place	Materials	Date	%	Finish	
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	653,755.00 653,755.00			٩		0.00	0.00
	143,000.00 136,095.00	90.90	00.0			00.0	0.00
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	0.00					00.0	
	4,772.00 -4,772.00			-4.77	100	00 0	000
	-15,523.00 -15,523.00	0.00				000	00 0
	-32,930.00 -32,930.00			-32,930.00		0.00	0.00
ELEV. PIT LADDER	400.00 -400.00	0.00			100%	00:00	0.00
Ψ	-6,18	0.00		-6,184.00	100%	00.0	0.00
					%0	00.0	0.00
			00.0	00.0	%0	00.0	0.00
				00'0	%0	00.0	00 ر
		0.00			%0	00.0	   
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				0.00		00.0	00.0
				0.00		00.0	00.0
891	891,376.00 884,471.00	0 6,905.00	00.0	891,376.00	100.00%	0.00	0.00

:



#### **INVOICE**

April 30, 2009

Invoice No 756-7

Erickson Construction L.L.C 3330 W. County Line Rd Highlands Ranch, CO. 80129

Attn: Matt Ferguson

Re: Windcrest Highland Ranch RB 2.2

Net 30 Days

R.C.R.I. NO. 4060

## Description of items invoiced: BALANCE OF STAIRS AND RAILS

2. 3. 4. 5. 6. 7.	Change Order #1 PENDING CHANGE ORDERS Contract Sum to Date Total Completion to Date Less Previous Invoices Current Amount Due Incl 3% Sales Tax	\$ \$ \$ \$ \$	15,180.00 -59,809.00 891,376.00 891,376.00 884,471.00 6,905.00	
	Current Amount Due This Invoice	\$	6,905.00	

Balance to finish

0.00

THANK YOU FOR THIS NICE ORDER.

# Regional Construction Resources, Inc. 5600 Northwest Central Drive #100

Houston, TX 77092

## Invoice

Date	Invoice #
4/30/2009	756-7

Bill To	

P.O. No.	Terms	Project
	Net 30	756 Windcrest RB 2.2

Item	Description	Est Amt	Prior Amt	Prior %	Qty	Rate	Cun /u	10(41 70	7 11110 4111
	CHANGE ORDER  April 15, 2009  > Decreased price of 202 from \$49,866.98 to \$58,066.98.  (-\$8,200.00)  Total change to estimate -\$8,446.00				. ,		2 000 000 000 000 000 000 000 000 000 0		
	Sales Tax	25,962.40					0.78%	0.78%	201.11
,									
							100		

Payments/Credits \$0.00

**Balance Due** 

\$6.905.02

Regional Construction Resources, Inc.

5600 Northwest Central Drive #100 Houston, TX 77092

Bill To

## Invoice

Date	Invoice #
4/30/2009	756-7

				F	P.O. No.	Te	erms	Pro	ject
						N	et 30	756 Windo	rest RB 2.
Item	Description	Est Amt	Prior Amt	Prior %	Qty	Rate	Curr %	Total %	Amoun
202	Material General (Raw)	908742.72	902038.81	99.26%		6,703.91	0.74%	100.00%	6,703.9
	CHANGE ORDER			,					•
	April 1, 2009								
	> Added 1 202. (+\$14,737.86)								
	Total change to estimate +\$15,180.00								
	~								
	CHANGE ORDER								
	April 8, 2009								
	> Added 1 202. (-\$49,866.98) Total change to estimate							1	
	-\$51,363.00								
	~~		}				عال دائق		
				,					

Page 1

Total

Payments/Credits

**Balance Due** 

#### "EXHIBIT "E"

## CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

	and the first of the state of t	\$ \$936,005.00	
STATE OF: TEXAS	Original Contract Amount: Approved Change Orders:	\$ <u>\$936,005.00</u> \$-\$44,629.00	
COUNTY OF: HARRIS	Adjusted Contract Amount	\$ \$891,376.00	
	Complete to Date:	\$ \$891,376.00 \$ \$0.00	
	Retention: Total Earned (Less Retention)	\$ \$891,376.00	
	Previous Payments:	\$ -\$884,471.00	
	Current Payment:	\$ \$6,905.00	INCL. 3% SALES TAX
	Contract Balance:	\$\$0.00	
TO:	(Title Insurer)		·
	(Lender)		
	(Owner)		
	(Contractor)	,	
The UNDERSIGNED being duly sworn states that he			
of Regional Construction Resources, Inc. (firm) who have		1	
for furnishing Structural and Miscellaneous Steel and Er		ing erected on	
real estate known and identified as Wind Crest RB 2.2	located in Highlands Ranch	:	
County, State of CO and owned by			
The UNDERSIGNED for and in consideration or DOLLARS (\$6,905.00 ) in payment of invoice or appeared other good and claims of right of lien on the aforement of other consideration due or to become due on account furnished prior to , 2009, except for the retention	olication dated 4/30/2009 entioned property and improven of labor or services, materials,	nents thereon, and on mor	nies
The UNDERSIGNED, respectfully warrants that other sums are claimed, that all laborers, subcontractors due and all current sums due out of this payment and that entitled to claim or assert any claim against the above defurnished to or for the account of the undersigned. (Uposubcontractors, and suppliers, with contract and paymen Affidavit, attach same hereto and upon request furnish we	, and suppliers employed by hill at none of such labors, subconf escribed real estate or the impro n request, the undersigned sha tt status, in CTI form F-3926- C	m nave been paid all surre ractors or suppliers is or v ovements thereon for labo all list the name of each of	s previously will be or or materials his
Signed this 30TH day of APRIL 2009	Regional Constructi	on Resources, Inc.	_
<u></u>	Contractor/Supplier	Subcontractor	
	Ву:	Hillings A Young	LEWOUL
	Sergio Luciani, Pres	sident Juli Si AR	PUOLINIA
signed and sworn to before me this 30TH day of APRIL	2009.	n, Notary Publiding, 618	FTERES. P.
My commission Expires: 6-16-2011	// / / / / / / / / / / / / / / / / / /	n, Notary Publicing 6.16	FTER e. 2 2011 Manual Manual Manu
Page 1 of 1		7,111	NETHERS.
	EC	Sub:	

# "EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

TO:	ERICKSON Construction, L.L.C.	DATE: April 30	, 2009		
	703 Maiden Choice Lane	NRAWCT SSARR 22			
	Baltimore, MD 21228	PROJECT: 554-RB-2.2 Job:			
FROM:	Regional Construction Resources, Inc.	APPLICANT NO:	7		
i icomi	,	PERIOD TO:	4/30/2009		
1.	Original Contract Amount		\$ 936,005.00		
2.	Change Orders Issued to Date (Thru C	C.O.# )	\$44,629.00		
3.	Contract Sum to Date (Line 1	+2)	\$ 891,376.00	I .	
4.	Total Complete and Stored to Date		\$ 891,376.00	I	
5.	Less Retainage (	<u>0</u> %)	\$0.00		
6.	Total Earned to Date Retainage (Lin	e 4-5)	\$ 891,376.00		
7.	Less Previous Requisitions		\$		
8.	Payment Due this Period (Line 6-7)	)	\$ 6,905.00 INCL 3%	SALES TAX	
	NTRACTORS AFFIDAVIT & RELEAS			1	
	ersigned Subcontractor certifies: (i) that the nce with the Contract Documents; (ii) that it for which Erickson Construction has paid p	has paid its employees, sub-	COULSCIOLS' SUO LUGIELISI SUPPLIELS	S IOI All WOLK ALIO	
CONTR	RACTOR: By:		Date: 4	/30/09	
	(Officer, General P				
	Sergio Luciani, Presi	ient			
Note:	Payment will be made for only those	costs which are included as pa	art of the Original Contract amount	or for which a	
	Change Order has been issued by Eric additional costs or pending extras.	kson Construction L.L.C. Ple	ase provide a list of any outstanding	ig claims for	
	additional costs of pending extras.		TO BE COMPLETED BY PI	ROJECT MANAGER	
NOTES:	:		RETAINAGE RELEASE		
			PROGRESS BILLING		
			RETAINAGE HELD		
			TOTAL AMOUNT DUE		
			PROJECT NUMBER	554-RB-2.2	
			COST CODE	48400-05-1000	
		•	APPROVED BY		
			APPROVED DATE		
	FINAL PAYMENT	3	·		
	IST COMPLETED YES NOT		FOR ACCOUNTIN	IG USE ONLY	
TTIC ST	OCK DELIVEREDYESNO		DATE DECENTED	j.	
	OSEOUT BOOK-DEL)  ORDERS COMPLETED  YESNO	l l	DATE RECEIVED		
HANGE	ORDERS COMPLETED YES NO	4	TOTAL PRODUCTION OF		
			EC	Sub:	

#### CONTRACTOR OF 1 PAGES (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 to the amount certified.) ARCHITECT In accordance with the Contract Documens, the farm of the observations and the data comprising the application, the Architect certain to the Owner that to the best of the Architect's knowledge, information and belief the WUKHA's progressed as indicated, the quality in accordance with the Contract Documents, that all amounts have been paid by the Contractor Distribution to: information and belief the Work covered by this Application for Payment has been completed OWNER of the Work is in accordance with the Contract Documents, and the Contractor is entitled to for Work for which previous Certificates for Payment were issued and payments received This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without CATELEOK RAYMENT The undersigned Contractor certifies that to the best of the Contractor's knowledge, PAGE 1 30-Apr-09 ""","HARRIS Tracky. prejudice to any rights of the Owner or Contractor under this Contract. from the Owner, and that current payment shown herein is now due. Selection of the select PERIOD TO: 4/30/09 CONTRACT DATE: APPLICATION No: AIA DOCUMENT G702 PROJECT No: **ARCHITECT'S CERTEI** payment of the AMOUNT CERTIFIED. to before me this TEXAS President AMOUNT CERTIFIED .... My Commission expires: By: Sergio Luciani Windcrest RB 2.2 CONTRACTOR: ARCHITECT: Subscribed and Notary Public State of: PLICATION AND CERTIFICATION FOR PAYMENT \$0.00 **2**0.00 (\$884,471.00) 800 \$0.00 936,005.00 (\$44,629.00) \$891,376.00 891,376.00 \$6,905.00 \$891,376.00 VIA ARCHITECT: DEDUCTIONS **SNTRACTOR'S APPLICATION FOR PAYMEN** PROJECT dication is made for payment, as shown below, in connection with the Contract. TOTAL EARNED LESS RETAINAGE..... FOTAL COMPLETED & STORED TO DATE ..... 20.00 \$0.00 \$0.00 ORIGINAL CONTRACT SUM..... Vet change by Change Orders ....... CONTRACT SUM TO DATE (Line $1 \pm 2$ )..... Total in Column I of G703) ..... CURRENT PAYMENT DUE INCL 3% SALES TAX...... BALANCE TO FINISH, INCLUDING RETAINAGE..... \$0.00 \$0.00 **ADDITIONS** 5600 Northwest Central Drive, Ste. 100 Regional Construction Resources tinuation Sheet, AIA Document G703, is attached. PAYMENT (Line 6 from prior Certificate) . . . ERICKSON Construction, L.L.C. of Completed Work ..... LESS PREVIOUS CERTIFICATES FOR 703 Maiden Choice Lane CHANGE ORDER SUMMARY Total Retainage (Lines 5a + 5b) or b. of Stored Material. . . . (Column F on G703) Houston, TX 77092 Baltimore, MD 21228 NET CHANGES by Change Order NTRACT FOR: Structural Steel Column D + E on G703) (Line 4 Less Line 5 Total) n previous months by Owner (Line 3 less Line 6) Total approved this Month otal changes approved (Column G on G703) OM CONTRACTOR: RETAINAGE: OWNER: COTALS



## **INVOICE**

April 15, 2009

Invoice No 756-6

Erickson Construction L.L.C 3330 W. County Line Rd Highlands Ranch, CO. 80129

Attn: Matt Ferguson

Re: Windcrest Highland Ranch RB 2.2

Net 30 Days

R.C.R.I. NO. 4050

## Description of items invoiced:

<i>1</i> .	Original Contract Sum	\$ 936,005.00
<i>2</i> .	Change Order #1	\$ 15,180.00
<i>3</i> .	PENDING CHANGE ORDERS	\$ -59,809.00
4.	Contract Sum to Date	\$ 891,376.00
<i>5</i> .	Total Completion to Date	\$ 884,471.00
6.	Less Previous Invoices	\$ 778,005.00
<i>7</i> .	Current Amount Due Incl 3% Sales Tax	\$ 106,466.00

Current Amount Due This Invoice	\$ 106,466.00	
Balance to finish	\$ 6,905.00	:

THANK YOU FOR THIS NICE ORDER.

0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 Retainage 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 6,905.00 0.00 0.00 00.0 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 6,905.00 Balance to Finish <u>(၁</u> PAGE 1 OF 1 PAGES 99.23% %0 %0 %0 0% %0 %0 %0 %0 %0 %0 %0 %0 100% 100% 100% 100% 95% 100% 0% 100% 100% 100% 100% 4/15/2009 4/30/2009 4/1/2009 % 45,000.00 653,755.00 136,095.00 0.00 -4,772.00 -15,523.00 0.00 0.00 0.00 0.00 0.000.0 0.00 0.00 0.00 884,471.00 0.00 0.00 -32,930.00 -6,184.00 15,180.00 -400.00 94,250.00 Application Date: **Total Complete** and Stored to Application No: (D+E+F) Period From Vendor No: Period To: Job No: 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 (not in D or E) Materials Stored 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0 0.00 0.00 00'0 106,466.00 0.00 -6,184.00 0.00 15,000.00 136,095.00 15,180.00 4,772.00 -15,523.00 -32,930.00 -400.00 this Period Work Complete Work in Place 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 778,005.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 Applications 638,755.00 94,250.00 45,000.00 Previous (D+E) 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 891,376.00 -6,184.00 -32,930.00 -400.00 15,180.00 0.00 4,772.00 -15,523.00 94,250.00 45,000.00 653,755.00 143,000.00 Wind Crest RB 2.2 Highlands Ranch CO Scheduled Value bcontractor: Regional Construction Resources, Inc. SUBCONTRACT SCHEDULE OF VALUES PENDING CHANGE ORDERS Anchor Bolts and Embeds **Description of Work** ELEV. PIT LADDER CHANGE ORDER # BALCONY RAILS LINK BRIDGE FIELD BOLTS Structural Steel DECO RAILS Miscellaneous Detailing oject Name: NO.

# "EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

TO:	ERICKSON Construction, L.L.C.	DATE: April 15	, 2009	
10.	703 Maiden Choice Lane			
	Baltimore, MD 21228	PROJECT: 554-RB-2.2		
EDOM:	Regional Construction Resources, Inc.	Job: APPLICANT NO:	6	
FROM:	Regional Constitution Resources, Inc.	PERIOD TO:	4/30/2009	
1.	Original Contract Amount		\$ 936,005.00	
2.		C.O. # )	\$ -44,629.00	
2. 3.	7: 1		\$ 891,376.00	1
-		-,	\$ 884,471.00	
4.		0 %)	\$ 0.00	i.
5.		<del>-</del> 1	\$ 884,471.00	
6.		5 4-5 <i>)</i>	\$ -778,005.00	
7.			\$ 106,466.00 INCL 3% SA	ALES TAX
8.	Payment Due this Period (Line 0-7)	•		l.
	NTRACTORS AFFIDAVIT & RELEAS	E OF LIEN.		
			request is being submitted has been o	completed in
	ersigned Subcontractor certifies: (i) that the nee with the Contract Documents; (ii) that it	has naid its employees, sub-	COURSCIOLS' SIM Mareman anhhacia io:	all Mork and
material	for which Erickson Construction has paid p	revious requests for payment	t: (iii) that the amount of this invoice is	due.
CONTE	RACTOR: By:	· Wain	Date: 4/15	/09
COIVII	(Officer, General P	artner, or Owner)		
	Sergio Luciani, Presid			
				Sa-andrich a
Note:	Payment will be made for only those of Change Order has been issued by Eric	osts which are included as pa	art of the Unginal Contract amount or	laims for
	additional costs or pending extras.	kson Constitution L.L.C. 1 ic		
	additional sesse of pending one as		TO BE COMPLETED BY PROJ	ECT MANAGER
NOTES	•		RETAINAGE RELEASE	
			PROGRESS BILLING	
			RETAINAGE HELD	<del>-</del>
			TOTAL AMOUNT DUE	<del></del>
			PROJECT NUMBER	554-RB-2.2
			COST CODE	48400-05-1000
			APPROVED BY	<del></del>
			APPROVED DATE	
	FINAL PAYMENT	7		
	IST COMPLETEDYESNC TY COMPLETEDYESNC		FOR ACCOUNTING U	SE ONLY
	OCK DELIVERED YESNC	•		
&M (CLC	DSEOUT BOOK-DEL)YESNO		DATE RECEIVED	
HANGE	ORDERS COMPLETED YES NO	<u>u</u>	REVIEWED BY	
			EC	Sub:

#### "EXHIBIT "E"

## CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

STATE OF: TEXAS		Contract Amount:	\$ \$936,005.0 \$ -\$44,629.0	<del></del>
COUNTY OF: HARRIS	Adjuste	ed Change Orders: d Contract Amount	\$ \$891,376.0	0 <b>0</b>
	Comple Retention	te to Date:	\$ <u>\$884,471.</u> 6 \$\$0.6	
	Total Ear	ned (Less Retention)	\$ \$884,471.	
		s Payments: Payment:	\$ <u>-\$778,005.</u> \$ \$106,466.	<del>-   -</del>
		t Balance:	\$ \$6,905.	
то:	(Title In			
	(Lender (Owner)	•		:
	(Contra			
The UNDERSIGNED being duly sworr	n states that he is the P	resident (title)		
of Regional Construction Resources, Inc.	(firm) who has a cor	ntract with <u>Erickson C</u>	onstruction L.L.C.	
for furnishing Structural and Miscellaneou	is Steel and Erection for	or the improvements be	eing erected on	
real estate known and identified as Wind	Crest RB 2.2 located	in Highlands Ranch		
County, State of CO	and owned by		<u>.</u>	
The UNDERSIGNED for and in c SIXTY SIX DOLLARS (\$106,466.00 ) and other good and claims of right of lien of or other consideration due or to become d furnished prior to  , 2009, except	in payment of invoice on the aforementioned	r application dated 4/1 property and improver or services, materials,	1 <b>5/2009</b> ments thereon, and or	n monies
The UNDERSIGNED, respectfully other sums are claimed, that all laborers, since and all current sums due out of this paentitled to claim or assert any claim agains furnished to or for the account of the undersubcontractors, and suppliers, with contract Affidavit, attach same hereto and upon requirements.	subcontractors, and sup- ayment and that none of the above described or rsigned. (Upon reques and payment status,	opliers employed by hing from the such labors, subcongreal estate or the import, the undersigned shall CTI form F-3926- C	m have been paid all tractors or suppliers is ovements thereon for all list the name of eas	sums previously s or will be r labor or materials ch of his
Signed this 15TH day of APRIL 2009		Regional Constructi Contractor/Supplier		
	Ву:	Sergio Lucianii Pres	sident	
signed and sworn to before me this 15TH	day of <b>APRIL 2009</b> .	11 1	l	
My commission Expires: 6-16-2011		Stacy A. Lewcu	m, Notary Public	MANUAL STACY A STACK A
	Page 1 of 1	EC	Sub:	STACY A SIGNATURE OF THE STACY AS A SIGNATURE OF THE STACK AS A SIGNATURE OF THE SIGNATURE O
				SOLI SOLINIANIANIANIANIANIANIANIANIANIANIANIANIA

NET CHANGES by Change Order	101723	TOTALS	in previous months by Owner	CHANGE ORDER SUMMARY AI  Total changes approved	(Line 3 less Line 6)	BALAN	PAYMENT (Line 6 from prior Certificate)	(Line 4 Less Line 5 Total) 7. LESS PREVIOUS CERTIFICATES FOR	Total in Column I of G703)	Total Retainage (Lines 5a + 5b) or	b. of Stored Material	(Column D + E on G703)	5. RETAINAGE:		3. CONTRACT SUM TO DATE (Line 1 ± 2)		1. ORIGINAL CONTRACT STIM	Juninuation Sheet, AIA Document G/03, is attached.	Application is made for payment, as shown below, in connection with the Contract	CONTRACTOR'S APPLICATION FOR PAYMENT	CONTRACT FOR: Structural Steel	5600 Northwest Central Drive, Ste. 100	Regional Construction Resources	FROM CONTRACTOR:	Baltimore, MD 21228	703 Maiden Choice Lane	TO DWNEED FOR PAYMENT
\$0.00	\$0.00	\$0.00	\$0.00	ADDITIONS DEDUCTIONS		\$6,905.00		00.174,100#	\$0.00			\$0.00		884,4/1.00		(\$44,629,00)	024.006		ection with the Contract.	<b>V FOR PAYMENT</b>		8		VIA ARCHITECT:		PROJECT:	VIION FOR PAYM
prejudice to any rights of the Owner or Contractor under this Contract,	This Certificate is not negotiable. T			لــــــــــــــــــــــــــــــــــــــ	AMOUNT CERTIFIED\$	' '	Architect's knowledge, information and belief the Work has profession of the Work is in accordance with the Contract Documents, and the Co	•	•	My Commission expires: 6/16/2011	Notary Public: The line 13 day of A Addition 2009	THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS	Sergio Luciani, President	By:	00 CONTRACTOR:			information and belief the Work covered by this Application for Payment has been completed	The undersigned Contractor certifies that to the best of the Contractor's knowledge,		CONTRACT DATE:	PROJECT No:		PERIOD TO: 4/30/09	Windcrest RB 2.2	APPLICATION No: 6 Distribution to:	ENT AIA DOCUMENT G702 PAGE 1 OF 1 PAGES



## **INVOICE**

March 23, 2009

Invoice No 756-5

Erickson Construction L.L.C 3330 W. County Line Rd Highlands Ranch, CO. 80129

Attn: Matt Ferguson

Re: Windcrest Highland Ranch RB 2.2

Net 30 Days

R.C.R.I. NO. 4041

## Description of items invoiced:

	Current Amount Due This Invoice	\$ 475,624.00	
6.	Current Amount Due Incl 3% Sales Tax	\$ 475,624.00	
<i>5</i> .	Less Previous Invoices	\$ 302,381.00	
<i>4</i> .	Total Completion to Date	\$ 778,005.00	
<i>3</i> .	Contract Sum to Date	\$ 936,005.00	
<i>2</i> .	Change Order #1	\$ 0.00	
<i>1</i> .	Original Contract Sum	\$ 936,005.00	

Balance to finish

\$ 158,000.00

THANK YOU FOR THIS NICE ORDER.

GES								- I		Balance to Retainage		(0-0)	0.00 0.00	0.00	15,000.00	143,000.00	00.00	0.00 0.00	0.00	0.00 0.00	0.00 0.00	00.00 0.00	0.00 0.00	0.00 0.00	00.0	00.0 0.00	0.00 0.00	00'0	00.00	0.00 0.00	00.0 00.0 %	00.0	00.0	00.0 0.00 %	00.0 00.0 %	00.0 00.00 9	00.0 00.0 %	
PAGE 1 OF 1 PAGES	5	3/23/2009	3/1/2009	3/31/2009							%		100%	100%	%86 0	%0		%0 0	%0 0	%0 0	%0 0	%0		%0 0		%0 0				,	%0 00		%0 00				%0 00	
Δd	Application No:	Application Date:	Period From:	Period To:	Joh No.	JOD NO.	Vendor No:	ပ	Total Complete	and Stored to	Date	(D+E+F)	94,250.00	45,000.00	638,755.00	00.0		00.0	00:0	00.0	0.00	00.0	00.0	0.00	00.00	00.0	00:00	0.00	0.00	0.00	00.0		0.00	00'0	0.00	0.00	00.00	
								u.		Stored	Materials	(not in D or E)	00.0	0.00	00.0	00:0	00.0	00.00	00.0	00.0	00.0	00.0	00.0	00.0	00'0	00'0	00'0	00.0		00.0	00.0		00.0	00'0		00.0	00.0	
								Ξ	c Complete	Work in	Place	this Period	00.00	00.0	475,624.00	00.0	00.0	00.0	00.00	00.0	00.00	00.00	00'0	00.0	00'0	00.0	00'0	00'0		00.0	00.0		00'0	00.0		0.00	00'0	
								D	Work	Previous	Applications	(D+E)	94,250.00	45,000.00	163,131.00	00.0	00.0	00.0	00.0	00.00	00.0	00.0	00.0	00.00	00.00	00.0	00.0	00'0		00'0	00'0	0.00	00'0	00'0	0.00	0.00	00'0	
UES	Resources, Inc.		lighlands Ranch CO					၁		Scheduled Value			94,250.00	45,000.00	653,755.00	143,000.00	00'0	00'0	00'0	00'0	00'0	00.0	00'0	00'0	00.00	0.00	0.00	00.0	0.00	00.00	00.0	0.00	0.00	00.0	0.00	0.00	0.00	
SUBCONTRACT SCHEDULE OF VALUES	ubcontractor: Regional Construction Resources, Inc.		ime: Wind Crest RB 2.2 Highlands Ranch CO					В		Description of Work			Detailing	Anchor Bolts and Embeds	Structural Steel	Miscellaneous														i.								
SUBC	ubcontra	,	roject Name:							em No.												0	1	2	3	4	5	9	7	8	6	6	0;	۲.	7.	ಬ	7.	

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## CONTRACTOR OF 1 PAGES ARCHITECT Distribution to: OWNER PAGE 1 PERIOD TO: 3/31/09 CONTRACT DATE: APPLICATION No: AIA DOCUMENT G702 PROJECT No: Windcrest RB 2.2 PLICATION AND CERTIFICATION FOR PAYMENT VIA ARCHITECT: INTRACTOR'S APPLICATION FOR PAYMENT PROJECT: ication is made for payment, as shown below, in connection with the Contract. 5600 Northwest Central Drive, Ste. 100 Regional Construction Resources ERICKSON Construction, L.L.C. 703 Maiden Choice Lane Houston, TX 77092 Baltimore, MD 21228 ITRACT FOR: Structural Steel M CONTRACTOR

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Architect's knowledge, information and belief the Work has progressed as indicated, the quality in accordance with the Contract Documents, that all amounts have been paid by the Contractor information and belief the Work covered by this Application for Payment has been completed of the Work is in accordance with the Contract Documents, and the Contractor is entitled to for Work for which previous Certificates for Payment were issued and payments received comprising the application, the Architect certifies to the Owner that tough early the Architects knowledge, information and belief the Work has not constructed to the Work is in accordance. ARCHITECT'S CERTIFICATE FOR PROMENT The undersigned Contractor certifies that to the best of the Contractor's knowledge, 23-Mar-09 County of: MARK from the Owner, and that current payment shown herein is now due. 6/16/2011 payment of the AMOUNT CERTIFIED. to before me this AMOUNT CERTIFIED ... By: Sergio Luciani My Commission ex CONTRACTOR: Subscribed and S Notary Public \$0.00 (\$302,381.00)936.005.00 778,005.00 \$475,624.00 \$936,005.00 \$778,005.00 \$158,000.00 DEDUCTIONS OTAL EARNED LESS RETAINAGE.... OTAL COMPLETED & STORED TO DATE..... CURRENT PAYMENT DUE INCL 3% SALES TAX..... ONTRACT SUM TO DATE (Line 1 ± 2)..... SALANCE TO FINISH, INCLUDING RETAINAGE ...... \$0.00 ADDITIONS et change by Change Orders ....... RIGINAL CONTRACT SUM..... PAYMENT (Line 6 from prior Certificate) ...... Total in Column I of G703) ..... inuation Sheet, AIA Document G703, is attached. ESS PREVIOUS CERTIFICATES FOR CHANGE ORDER SUMMARY Total Retainage (Lines 5a + 5b) or of Completed Work .. of Stored Material. (Line 4 Less Line 5 Total) a. Column D + E on G703) b. Ot our G703) (Column F on G703) (Line 3 less Line 6) Total changes approved (Column G on G703) ETAINAGE:

2009

DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

\$0.08

80.00 \$0.00

previous months by Owner

Total approved this Month

\$0.00

By:

\$0.00 \$0.00

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.

\$0.00

VET CHANGES by Change Order

# "EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

TO: FROM:	ERICKSON Construction, L.L.C. 703 Maiden Choice Lane Baltimore, MD 21228 Regional Construction Resources, Inc.	DATE: March 23  PROJECT: 554-RB-2.2  Job: APPLICANT NO: PERIOD TO:	5 3/31/2009		
1.	Original Contract Amount		\$ 936,005.00		
2.		C.O.# )	\$0.00		
3.	7.1		s 936,005.00		
4.			\$ 778,005.00		
5.		0 %)	\$0.00	ļ	
6.		e 4-5)	\$ 778,005.00		
7.			\$302,381.00		
8.		)	\$ 475,624.00 INCI	. 3% SALES TAX	i
CONTI	RACTOR: By:  (Officer, General F Sergio Luciani, Presi		Date:	3/23/09	
Note:	Payment will be made for only those Change Order has been issued by Eric additional costs or pending extras.	costs which are included as pa ekson Construction L.L.C. Ple	ase provide a list of any outstar	ount or for which a nding claims for Y PROJECT MANAGER	
NOTES	i:		RETAINAGE RELEASE		
			PROGRESS BILLING		
			RETAINAGE HELD		
			TOTAL AMOUNT DUE		
			PROJECT NUMBER	554-RB-2.2	
			COST CODE	48400-05-10	00
			APPROVED BY	<del> </del>	
		_	APPROVED DATE	<del></del>	
UNCH	FINAL PAYMENT  IST COMPLETED YESNO	<del>,</del>			
VARRAN	TY COMPLETED YESNO		FOR ACCOUNT	NTING USE ONLY	
1&M (CL	OSEOUT BOOK-DEL)YESNO		DATE RECEIVED		
HANGE	ORDERS COMPLETED YES NO	긴	REVIEWED BY		<u>                                     </u>
			EC_	Sub:	<u> </u>

#### "EXHIBIT "E"

## CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

	l Contract Amount: ed Change Orders:	\$ <u>\$936,005.00</u> \$\$0.00	·
COUNTY OF: HARRIS  Adjuste Comple Retenti Total Ear Previou Current	ed Contract Amount ete to Date:	\$ \$936,005.00 \$ \$778,005.00 \$ \$0.00 \$ \$778,005.00 \$ -\$302,381.00 \$ \$475,624.00 \$ \$158,000.00	INCL. 3% SALES TAX
TO:(Title In (Lender (Owner (Contra	r) )		
The UNDERSIGNED being duly sworn states that he is the P	resident (title)		
of Regional Construction Resources, Inc. (firm) who has a con			
for furnishing Structural and Miscellaneous Steel and Erection for	•	ing erected on	
real estate known and identified as Wind Crest RB 2.2 located	in Highlands Ranch		
County, State of COand owned by		<del></del>	
The UNDERSIGNED for and in consideration of the sun TWENTY FOUR DOLLARS (\$475,624.00 ) in payment of invalid and other good and claims of right of lien on the aforementioned or other consideration due or to become due on account of labor furnished prior to	oice or application date property and improvem or services, materials, above.  ract status set forth about the poliers employed by him of such labors, subcontineal estate or the impro	ed 3/23/2009 nents thereon, and on m fixtures or apparatus he ove is an accurate state n have been paid all sur ractors or suppliers is or	onies pretofore  ment and no ns previously will be por or materials
subcontractors, and suppliers, with contract and payment status, Affidavit, attach same hereto and upon request furnish waivers from	in CTI form F-3926- Co		
Signed this 23RD day of MARCH 2009  By:	Regional Construction Contractor/Supplier/S Sergio Luciahi, Presi	Subcontractor	
igned and sworn to before me this 23RD day of MARCH 2009.	M. A.	() summy	CY A. LEWING
ly commission Expires: 6-16-2011	Stacy A. Lewcun	, Notary Public	A COM
Page 1 of 1	EC	Sub:Sub:	OF TEXAS PRES
	<del></del>	111111	Millininin.



#### **INVOICE**

JANUARY 20, 2009

Invoice No 756-3REV

Erickson Construction L.L.C 3330 W. County Line Rd Highlands Ranch, CO. 80129

Attn: Matt Ferguson

Re: Windcrest Highland Ranch RB 2.2

Net 30 Days

R.C.R.I. NO.

## Description of items invoiced:

1. 2. 3.	Original Contract Sum Change Order #1 Contract Sum to Date	\$ \$ \$	936,005.00 0.00 936,005.00	
<i>4</i> .	Total Completion to Date	\$	302,381.00	:
<b>J</b> .	Less Previous Invoices	\$	139,250.00	!
6.	Current Amount Due Incl 3% Sales Tax	\$	163,131.00	4
		T		Г

Current Amount Due Inis In	voice 5	$\sqrt{103,1}$	31.00
		<del></del>	
			+

Balance to finish

\$ 633,624.00

THANK YOU FOR THIS NICE ORDER.

#### "EXHIBIT "E"

## CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

		ą.	
STATE OF: TEXAS	Original Contract Amount:	\$ \$936,005.00	-
COUNTY OF: HARRIS	Approved Change Orders: Adjusted Contract Amount		•
	Complete to Date:	\$ \$302,381.00	
	Retention: Total Earned (Less Retention)	\$ <u>\$0.00</u> \$\$302,381.00	•
	Previous Payments:	\$ -\$139,250.00	-
	Current Payment: Contract Balance:	\$ <u>\$163,131.00</u> \$ <u>\$633,624.00</u>	
то:	(Title Insurer)		
	(Lender) (Owner)		
	(Contractor)		
The UNDERSIGNED being duly swom states that he	is the President (title)		
of Regional Construction Resources, Inc. (firm) who h		n Construction L.L.C.	
for furnishing Structural and Miscellaneous Steel and En	ection for the improvement	s being erected on	
real estate known and identified as Wind Crest RB 2.2	located in Highlands Ran	ch	
County, State of CO and owned by _			
The UNDERSIGNED for and in consideration of THIRTY ONE DOLLARS (\$163,131.00) in payment of and other good and claims of right of lien on the aforeme or other consideration due or to become due on account furnished prior to	of invoice or application da ntioned property and impro of labor or services, materi	ted 1/20/2009 evements thereon, and on r	nonies
The UNDERSIGNED, respectfully warrants that other sums are claimed, that all laborers, subcontractors, due and all current sums due out of this payment and tha entitled to claim or assert any claim against the above defurnished to or for the account of the undersigned. (Upor subcontractors, and suppliers, with contract and payment Affidavit, attach same hereto and upon request furnish was	and suppliers employed by t none of such labors, sub- scribed real estate or the in request, the undersigned status, in CTI form F-3926	y him have been paid all sucontractors or suppliers is on provements thereon for a shall list the name of each	ims previously or will be bor or materials of his
Signed this 20 th day of <u>January 20098</u>		uction Resources, Inc.	•
i	ву:	シールジー	·
	Sergio Luciani,	President CY A. LEWON	·
signed and sworn to before me this 20th day of January	2009.	MINISTRANCE AND THE STREET OF	
My commission Expires: 6-16-2011	Stacy A. Lev	vcun, Motany Public Telso .	
Page 1 of 1		6-16-2011	
	EC	Sub:	

# "EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

TO:	ERICKSON Construction, L.L.C. 703 Maiden Choice Lane Baltimore, MD 21228	DATE: January 20, PROJECT: 554-RB-2.2	2009	
FROM:	Regional Construction Resources, Inc.	Job: APPLICANT NO: PERIOD TO:	3REV 1/20/2009	
1.	Original Contract Amount		\$ 936,005,00	
2.	Change Orders Issued to Date (Thru C.	O.# )	\$0.00	
3.	Contract Sum to Date (Line 1	- 2)	\$ 936,005.00	
4.	Total Complete and Stored to Date		\$ 302,381.00	·
5.	Less Retainage ( 10	<u>_</u> %)	\$0.00	
6.	Total Earned to Date Retainage (Line	4-5)	\$ 302,381.00	
7.	Less Previous Requisitions		\$139,250.00	
8.	Payment Due this Period (Line 6-7)		\$ 163,131.00 INCL 3% SA	ALES TAX
accordar material i	ersigned Subcontractor certifies: (i) that the value with the Contract Documents; (ii) that it it for which Erickson Construction has paid pre	as paid its employees, sub-cevious requests for payment:	ontractors, and material suppliers for	r all work and due.
	(Officer, General Pa Sergio Luciani, Preside	nt	s of the Original Contract amount on	for which o
Note:	Payment will be made for only those co Change Order has been issued by Ericks additional costs or pending extras.	son Construction L.L.C. Pleas	se provide a list of any outstanding c	laims for
NOTES:			TO BE COMPLETED BY PROJ	ECT MANAGER
			RETAINAGE RELEASE	÷
			PROGRESS BILLING	
			RETAINAGE HELD	
			TOTAL AMOUNT DUE	
			PROJECT NUMBER	554-RB-2.2
			COST CODE	48400-05-1000
			APPROVED BY	
	FINAL PAYMENT		APPROVED DATE	
UNCH LIS	ST COMPLETEDYESNOYESNO		FOR ACCOUNTING U	SE ONLY
	CK DELIVEREDYESNO SEOUT BOOK-DEL)YESNO		DATE RECEIVED	
HANGE C	ORDERS COMPLETED YES NO		REVIEWED BY	

EC\_\_\_\_\_ Sub: \_

4	ICATION FO	R PAYMEN	_	AIA DOCUMENT G702	PAGE 1 OF	1 PAGES
WNER: ERICKSON Construction, L.L.C. 703 Maiden Choice Lane Baltimore, MD 21228		PROJECT:	Windcrest RB 2.2	APPLICATION No:	Distr	ibution to: OWNER
A CONTRACTOR:		VIA ARCHITECT:		PERIOD TO: 1/20/09	€8 ∐	CONTRACTOR
Regional Construction Resources 5600 Northwest Central Drive Ste 100	100					
Houston, TX 77092				PROJECT NO:		
NTRACTOR'S APPLICATION E	A GOS NOI	VMENIT		CONTRACT DATE:		
auou is made for payment, as shown below, in connection with the Contract, unation Sheet, AIA Document G703, is attached.	onnection with the ( d.	Contract.	The undersigned Contra- information and belief th	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	ntractor's knowledge, or Payment has been com	npleted
·			in accordance with the C	in accordance with the Contract Documents, that all amounts have been paid by the Contractor	nave been paid by the Co	ntractor
JGINAL CONTRACT SUM		936,005.00	from the Owner and tha	from the Owner, and that current payment shown berein is now due	ued and payments received	eq
t change by Change Orders		\$0.00			y anc.	
NTRACT SUM TO DATE (Line 1 ± 2)		\$936,005.00	CONTRACTOR:			
Column G on G703)		302,381.00			. 00-201-02	
TAINAGE			Sergio Luciani, President	<b>)</b>	20-Jail-02	
a. of Completed Work	\$0.00		State of:	CAS CAMPINAGE	HARRIS	•
b. of Stored Material			$\subseteq$		January	7000
(Column F on G703)  Total Retainage (Lines $59 + 50$ ) or			My Commission expires:	STORY WAS TO THE STORY OF THE S	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
					,,,,,	
Total in Column I of G703)		\$0.00	ARCHITECT"	ARCHITECT'S CERTIFICATE OR PAYMENT	PAYMENT	
ITAL EARNED LESS RETAINAGE		\$302,381.00	In accordance with the (	contract Documents, based on an sile	observations and the date	ect
(Line 4 Less Line 3 10tal) SS PREVIOUS CERTIFICATES FOR			Comprising the applicati	comprising the application, the Architectorific (BIRECOVER) and the best of the Architecture (Incomplete information of Incomplete information of In	Anat to the best of the	1
PAYMENT (Line 6 from prior Certificate)		(\$139,250.00)	of the Work is in accord	of the Work is in accordance with the Contract Dublillellis, and the Contractor is entitled to	regressed as municated, unid the Contractor is entitl	le quanty led to
JEKENT PAYMENT DUE INCL 3% SALES TAX	TAX	\$163,131.00	payment of the AMOUNT CERTIFIED.	IT CERTIFIED.		
(Line 3 less Line 6)	gpw	3033,024.00	AMOUNT CERTIFIED	<b>6</b> 9.		
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS	(Attach explanation if o	Attach explanation if amount certified differs from the amount analied Taitial all frances on this	ot onnlied Initial all fran	ree on this
tal changes approved			Application and on the	Application and on the Continuation Sheet that are changed to conform to the amount certified.)	o conform to the amount	certified.)
previous months by Owner	\$0.00	\$0.00	ARCHITECT:			
tal approved this Month	\$0.00	\$0.00	By:	Date:		
)TALS	\$0.00	\$0.00	This Certificate is not no	This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the	D is payable only to the	
TOTANOBS L. OL. A.	6		Contractor named herein	Contractor named herein. Issuance, payment and acceptance of payment are without	f payment are without	
11 CHANGES by Change Order	\$0.00		prejudice to any rights o	prejudice to any rights of the Owner or Contractor under this Contract.	Contract.	

OCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 00'0 0.00 0.00 Retainage 0.00 0.00 0.00 0.00 0.00 0.00 00.00 0.00 0.00 0.00 0.00 490,624.00 143,000.00 633,624.00 Balance to I Finish (O-O) PAGE 1 OF 1 PAGES 100% 25% 32.31% 100% %0 %0 %0 11/30/2008 1/25/2009 1/20/2009 % **13 REV** (D+E+F) 94,250.00 45,000.00 00'0 00.00 0.00 00.0 0.00 163,131.00 302,381.00 Application Date: Total Complete and Stored to Application No: Period From Vendor No: Period To: Job No: 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 (not in D or E) Materials Stored 0.00 0.00 0.00 0.00 0.00 163,131.00 163,131.00 0.00 0.00 00.00 this Period Work Complete **Work in** Place 94,250.00 45,000.00 0.00 0.00 0.00 0.00 00.00 0.00 0.00 0.00 0.00 Applications 139,250.00 Previous 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0. 94,250.00 45,000.00 653,755.00 143,000.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 Wind Crest RB 2.2 Highlands Ranch CO 0.00 0.00 0.00 936,005.00 Scheduled Value bcontractor: Regional Construction Resources, Inc. ပ SUBCONTRACT SCHEDULE OF VALUES Anchor Bolts and Embeds Description of Work Structural Steel 8 Miscellaneous Detailing oject Name: E No.



#### **INVOICE**

November 7, 2008

Invoice No 756-2

Erickson Construction L.L.C 3330 W. County Line Rd Highlands Ranch, CO. 80129

Attn: Matt Ferguson

Re: Windcrest Highland Ranch RB 2.2

Net 30 Days

R.C.R.I. NO. 3978

Original Contract Sum	\$	936,005.00
Change Order #1	\$	0.00
Contract Sum to Date	\$	936,005.00
Total Completion to Date	\$	139,250.00
Less Previous Invoices	\$	41,372.00
Current Amount Due Incl 3% Sales Tax	\$	97,878.00
Current Amount Due This Invoice	S	97,878.00

THANK YOU FOR THIS NICE ORDER.

	Resources Inc					AL LOI LANGES	253	
					Application No:	2		
roject Name: Wind Crest RB 2.2 Highlands Banch CO	liablands Banch				Application Date:	11/7/2008		
	O IIOIIIMA COIIMINGII				Period From:	11/1/2008		
					Period To:	11/30/2008		
					Job No:			
<u> </u>	Š				Vendor No:			
0	J	٥	ш	4	တ		=	
:		Work	ς Complete		Total Complete			•
Description of Work	Scheduled Value	Previous	Work in	Stored	and Stored to		Ralance to	Dotainage
		Applications	Place	Materials	Date	%	Finish	o Summer
Detailing	00 020 10	(0+E)	this Period	(not in D or E)	(D+E+F)		(C-G)	
Or Bolto and Control	34,250.00	18,872.00	75,378.00	0.00	94,250.00	100%	00.00	03.00
Alicilol Dolts and Embeds	45,000.00	22,500.00	22,500.00	00.0	45,000.00	100%	0.00	00.0
Structural Steel	653,755.00	00.0	00.0	0.00	00.0		653 755 00	
Wiscellaneous	143,000.00	0.00	0.00	00.0	0.00		143,000,00	000
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#### "EXHIBIT "E"

## CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

STATE OF: TEXAS	Original Contract Amount: \$ \$936,005.00 Approved Change Orders: \$ \$0.00
COUNTY OF: HARRIS	Adjusted Contract Amount \$ \$936,005.00  Complete to Date: \$ \$139,250.00  Retention: \$ \$0.00  Total Earned (Less Retention)  Previous Payments: \$ -\$41,372.00  Current Payment: \$ \$97,878.00  INCL 3% SALES TAX  Contract Balance: \$ \$796,755.00
TO:	(Title Insurer) (Lender) (Owner) (Contractor)
The UNDERSIGNED being duly sworn states the	at he is the President (title)
of Regional Construction Resources, Inc. (firm) v	ho has a contract with Erickson Construction L.L.C.
for furnishing Structural and Miscellaneous Steel ar	d Erection for the improvements being erected on
real estate known and identified as Wind Crest RB	2.2 located in Highlands Ranch
County, State of CO and owned	l by
or other consideration due or to become due on accurrished prior to, 2008, except for the ret  The UNDERSIGNED, respectfully warrants other sums are claimed, that all laborers, subcontracture and all current sums due out of this payment and entitled to claim or assert any claim against the aboverumished to or for the account of the undersigned. (	ementioned property and improvements thereon, and on monies ount of labor or services, materials, fixtures or apparatus heretofore ention stated above.  that the contract status set forth above is an accurate statement and no stors, and suppliers employed by him have been paid all sums previously dithat none of such labors, subcontractors or suppliers is or will be e described real estate or the improvements thereon for labor or materials Upon request, the undersigned shall list the name of each of his ment status, in CTI form F-3926- Contractors and Subcontractors
Signed this 7 th day of NOVEMBER 2008	Regional Construction Resources, Inc. Contractor/Supplier/Subcontractor  By: Sergio Luciani, President
igned and swom to before me this 7th day of NOVI	Hay A Tura Million ARY BUS CHILLING
Page 1 c	Stacy A. Lewcun, Notary Public
	ECSub:

## "EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

TO:	ERICKSON Construction, L.L.C. 703 Maiden Choice Lane Baltimore, MD 21228	DATE: November 7 PROJECT: 554-RB-2.2	, 2008	
FROM:	Regional Construction Resources, Inc.	Job: APPLICANT NO: PERIOD TO:	2 11/30/2008	
I.	Original Contract Amount		\$ 936,005.00	
2.	Change Orders Issued to Date (Thru C	.0.# )	\$ 0.00	
3.	Contract Sum to Date (Line 1	+ 2)	\$ 936,005.00	
4.	Total Complete and Stored to Date		\$ 139,250.00	
5.	Less Retainage ( 10	) %)	\$ 0.00	
6.	Total Earned to Date Retainage (Line	4-5)	\$ 139,250.00	s 
7.	Less Previous Requisitions	•	\$ -41,372.00	
8.	Payment Due this Period (Line 6-7)		\$ 97,878.00 INCL 3%	SALES TAX
SUBCO	NTRACTORS AFFIDAVIT & RELEASI	OF LIEN:		
naterial f	ACTOR: By:  (Officer, General Par Sergio Luciani, Preside	tner, or Owner)	(iii) that the amount of this invoice i	s due.
lote:	Payment will be made for only those concluded the Change Order has been issued by Ericks additional costs or pending extras.	sts which are included as part on Construction L.L.C. Pleas	of the Original Contract amount or e provide a list of any outstanding	r for which a claims for
OTES:			TO BE COMPLETED BY PRO	JECT MANAGER
O1155.			RETAINAGE RELEASE	
			PROGRESS BILLING	
			RETAINAGE HELD	
			TOTAL AMOUNT DUE	
			PROJECT NUMBER	554-RB-2.2
			COST CODE	48400-05-1000
			APPROVED BY	
EI	NAT DAVIDENCE		APPROVED DATE	
	NAL PAYMENT  COMPLETEDYESNO			
	COMPLETEDYESNO   K DELIVEREDYESNO		FOR ACCOUNTING U	SE ONLY
M (CLOSE	EOUT BOOK-DEL) YES _NO		DATE RECEIVED	
ANGE OR	DERS COMPLETED YES NO		REVIEWED BY	
			<b>50</b>	S. J.
			EC	Sub:

APPLICATION AND CERTIFICATION FOR PAYMENT	FOR PAYMENT	AIA DOCUMENT G702	PAGE 1 OF 1 PAGES
TO OWNER: ERICKSON Construction, L.L.C.		APPLICATION No: 2	Distribution to:
703 Maiden Choice Lane	PROJECT:		OWNER
Baltimore, M.D. 21228	Windcrest RB 2.2		ARCHITECT
FROM CONTRACTOR:	VIA ARCHITECT:	PERIOD TO: 11/7/08	CONTRACTOR
Regional Construction Resources			
5600 Northwest Central Drive, Ste. 100		PROJECT No:	
Houston, TX 77092			
CONTRACT FOR: Structural Steel		CONTRACT DATE:	

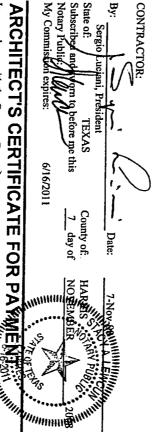
# CONTRACTOR'S APPLICATION FOR PAYMENT

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

	(Line 3 less Line 6)
\$796,755.00	BALANCE TO FINISH, INCLUDING RETAINAGE
\$97,878.00	CURRENT PAYMENT DUE INCL 3% SALES TAX
(\$41,372.00	PAYMENT (Line 6 from prior Certificate)
	. LESS PREVIOUS CERTIFICATES FOR
	(Line 4 Less Line 5 Total)
\$139,250.00	. TOTAL EARNED LESS RETAINAGE
\$0.00	Total in Column I of G703)
	10tal Ketainage (Lines 5a + 5b) or
	(Column F on G703)
	b of Stored Material
	(Column D + E on G703)
	a. of Completed Work \$0.00
	. RETAINAGE:
	(Column G on G703)
139,250.0	. TOTAL COMPLETED & STORED TO DATE
\$936,005.00	. CONTRACT SUM TO DATE (Line 1 ± 2)
\$0.00	. Net change by Change Orders
936,005.00	ORIGINAL CONTRACT SUM

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

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.



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

(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 to the amount certified.) ARCHITECT:

AMOUNT CERTIFIED ..

Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



## **INVOICE**

October 16, 2008

Invoice No 756-1

Erickson Construction L.L.C 3330 W. County Line Rd Highlands Ranch, CO. 80129

Attn: Matt Ferguson

Re: Windcrest Highland Ranch RB 2.2

Net 30 Days

R.C.R.I. NO. 39

## Description of items invoiced:

Original Contract Sum Change Order #1	\$ \$	936,005.00 0.00
Contract Sum to Date Total Completion to Date	\$	936,005.00 41,372.00
Less Previous Invoices	\$	0.00
Current Amount Due Incl 3% Sales Tax	\$	41,372.00
Current Amount Due This Invoice	\$	41,372.00
Balance to finish	S	894,633.00

THANK YOU FOR THIS NICE ORDER.

NTRACT SCHEDULE OF VAL	IIFS				PAG	F 1 OF 1 PAC	¥5
	Resources, Inc.				Application No:		
						10/16/2008	
	lighlands Ranch CO					9/1/2008	
					Period To:	10/25/2008	
1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 10					Job No:		
					Vendor No:		
В	C	D	m	Ŧ	G		I
		Worl	k Complete		Total Complete		
Description of Work	Scheduled Value	Previous	Work in	Stored	and Stored to		Balance to
		Applications	Place this Deriod		Date	%	Finish
	22222	0	113 61100		(0, 1, 1)		(0-0)
Detailing	94,250.00		18,872.00	0.00	18,872.00	20%	75,378.00
Anchor Bolts and Embeds	45,000.00	·	22,500.00	0.00	22,500.00	50%	22,500.00
Structural Steel	653,755.00	0.00	0.00	0.00	0.00	0%	653,755.00
Miscellaneous	143,000.00	0.00	0.00	0.00		0%	143,000.00
	0.00	0.00	0.00	0.00	0.00	0%	0.00
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	0.00						0.00
	936,005.00					4.42%	894,63
	SUBCONTRACT SCHEDULE OF VAL Subcontractor: Regional Construction Project Name: Wind Crest RB 2.2 H  A B  Item No. Description of Work  Item No. Description of Work  A Anchor Bolts and Embeds  Structural Steel  Miscellaneous  6  6  10  11  12  13  14  18  19  20  21  22  23  24  TOTAL	Regional Construction Resources, Inc. Wind Crest RB 2.2 Highlands Ranch  B C  B C  B 94,25  or Bolts and Embeds 45,00  tural Steel 653,75  ellaneous 143,00  936,00	Regional Construction Resources, Inc.   Regional Construction Resources, Inc.	ACT SCHEDULE OF VALUES           Regional Construction Resources, Inc.           Wind Crest RB 2.2 Highlands Ranch CO           D         E           Work Comple           Previous Applications Place (D+E)         Work Comple           D         E         Work Comple           D         E         Work Comple           Previous (D+E)         Work Mork I Place           Img         94,250.00         0.00         45,000.00           Long (D+E)         0.00         0.00         40,00           Img         94,250.00         0.00         0.00         22,50           tural Steel         653,755.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00	### Regional Construction Resources, Inc.    Wind Crest RB 2.2 Highlands Ranch CO	ACT SCHEDULE OF VALUES   Regional Construction Resources, Inc.   Application No.   Application Stored   Applications   Application	ACT SCHEDULE OF VALUES   PAGE 1 OF Regional Construction Resources, inc.   PAGE 1 OF Regional Construction Resources, inc.   Application Nov.   Application Date:   10161/2   Nov.   Nov.

#### "EXHIBIT "E"

## CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

STATE OF: TEXAS  COUNTY OF: HARRIS  TO:	Original Contract Amount: \$ \$936,005.00  Approved Change Orders: \$ \$0.00  Adjusted Contract Amount \$ \$936,005.00  Complete to Date: \$ \$41,372.00  Retention: \$ \$0.00  Total Earned (Less Retention) \$ \$41,372.00  Previous Payments: \$ \$0.00  Current Payment: \$ \$41,372.00  INCL. 3% SALES TAX  (Title Insurer)  (Lender)  (Owner)  (Contractor)
The UNDERSIGNED being duly sworn states that he of Regional Construction Resources, Inc. (firm) who had	·
for furnishing Structural and Miscellaneous Steel and Erreal estate known and identified as Wind Crest RB 2.2	
County, State of CO and owned by	<del>l</del>
and other good and claims of right of lien on the aforement or other consideration due or to become due on account of furnished prior to, 2008, except for the retention.  The UNDERSIGNED, respectfully warrants that other sums are claimed, that all laborers, subcontractors, due and all current sums due out of this payment and that entitled to claim or assert any claim against the above desfurnished to or for the account of the undersigned. (Upon subcontractors, and suppliers, with contract and payment Affidavit, attach same hereto and upon request furnish was	ntioned property and improvements thereon, and on monies of labor or services, materials, fixtures or apparatus heretofore in stated above.  the contract status set forth above is an accurate statement and no and suppliers employed by him have been paid all sums previously the none of such labors, subcontractors or suppliers is or will be scribed real estate or the improvements thereon for labor or materials request, the undersigned shall list the name of each of his status. In CTI form F-3926- Contractors and Subcontractors
Signed this 16 th day of OCTOBER 2008	Regional Construction Resources, Inc. Contractor/Supplier/Subcontractor/ By: Sergio Luciani, President
signed and sworn to before me this 16th day of OCTOBE	R 2008.
My commission Expires: 6-16-2011	Stacy A. Lewcun, Notary Public
Page 1 of 1	Stacy A. Lewcun, Notary Public
	ECSub:

Sub: Regional Construction Resources, Inc. Cost Code: 554-RB1.1 48400-05-1000

# "EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

Baltimore, MD 21228 PROJECT: 554-RB-2.2	
FROM: Regional Construction Resources, Inc.  Job: APPLICANT NO: 1 PERIOD TO: 10/25/2008	
1. Original Contract Amount \$ 936,005.00	·
2. Change Orders Issued to Date (Thru C.O. # ) \$ 0.00	
3. Contract Sum to Date (Line 1 + 2) \$ 936,005.00	
4. Total Complete and Stored to Date \$ 41,372.00	,
5. Less Retainage (	1
6. Total Earned to Date Retainage (Line 4-5) \$_41,372.00	
7. Less Previous Requisitions \$0.00	
8. Payment Due this Period (Line 6-7) \$ 41,372.00 INCL 3% SALES TAX	·
CONTRACTOR: By:  (Officer, General Partner, or Owner)  Sergio Luciani, President  Ote:  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.	2008
OTES: TO BE COMPLETED BY PROJECT MANAGER	
RETAINAGE RELEASE PROGRESS BILLING	
RETAINAGE HELD	
TOTAL AMOUNT DUE	
PROJECT NUMBER 554-RB-2.	2
COST CODE 48400-05-10	00
APPROVED BY	
FINAL PAYMENT  NCH LIST COMPLETED  NCH LIST COMPLETED  NCH LIST COMPLETED  YES NO  FOR ACCOUNTING USE ONLY  IC STOCK DELIVERED  YES NO  M (CLOSEOUT BOOK-DEL)  NGE ORDERS COMPLETED  YES NO  REVIEWED BY	

#### 7. LESS PREVIOUS CERTIFICATES FOR RETAINAGE: I. ORIGINAL CONTRACT SUM..... Application is made for payment, as shown below, in connection with the Contract. CONTRACT FOR: Structural Steel FROM CONTRACTOR: NET CHANGES by Change Order BALANCE TO FINISH, INCLUDING RETAINAGE..... CURRENT PAYMENT DUE INCL 3% SALES TAX..... CONTRACTOR'S APPLICATION FOR PAYMENT APPLICATION AND CERTIFICATION FOR PAYMENT TOTAL EARNED LESS RETAINAGE..... in previous months by Owner ontinuation Sheet, AJA Document G703, is attached. Total changes approved CONTRACT SUM TO DATE (Line 1 ± 2)..... Net change by Change Orders ..... fotal approved this Month TOTAL COMPLETED & STORED TO DATE..... PAYMENT (Line 6 from prior Certificate) ..... (Column G on G703) Total Retainage (Lines 5a + 5b) or CHANGE ORDER SUMMARY (Line 3 less Line 6) (Line 4 Less Line 5 Total) Total in Column I of G703)..... (Column F on G703) (Column D + E on G703) of Completed Work . . . of Stored Material..... ERICKSON Construction, L.L.C. 703 Maiden Choice Lane Houston, TX 77092 5600 Northwest Central Drive, Ste. 100 Regional Construction Resources Baltimore, MD 21228 ADDITIONS \$0.00 \$0.00 \$0.00 \$0.00 VIA ARCHITECT: PROJECT: DEDUCTIONS \$894,633.00 \$41,372.00 \$936,005,00 \$41,372.00 936,005.00 \$0.00 \$0.00 \$0.00 prejudice to any rights of the Owner or Contractor under this Contract. Contractor named herein. Issuance, payment and acceptance of payment are without This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Application and on the Continuation Sheet that are changed to conform to the amount certified.) (Attach explanation if amount certified differs from the amount applied. Initial all figures on this In accordance with the Contract Documents, based of the observations and the data comprising the application, the Architect certifies to the Owner that the best of the Architect's knowledge, information and belief the Work Hill physissed as indicated, the quality AMOUNT CERTIFIED ......\$ payment of the AMOUNT CERTIFIED. of the Work is in accordance with the Contract Documents, and the Contractor is entitled to State of: ARCHITECT'S CERTIFICATES My Commission Subscribed and so Notary Publicy CONTRACTOR: from the Owner, and that current payment shown herein is now due. for Work for which previous Certificates for Payment were issued and payments received in accordance with the Contract Documents, that all amounts have been paid by the Contractor information and belief the Work covered by this Application for Payment has been completed The undersigned Contractor certifies that to the best of the Contractor's knowledge, Windcrest RB 2.2 Sergio Luci и, President AIA DOCUMENT G702 CONTRACT DATE: PROJECT No: PERIOD TO: 10/16/08 APPLICATION No: Date: STAMBLE STAMBLE 16-Oct-08 PAGE 1 Distribution to: OF 1 PAGES CONTRACTOR ARCHITECT OWNER 2008

#### LIEN WAIVER

STATE OF Colorado						
SS						
COUNTY OF Lake					•	
						İ
TO WHOM IT MAY CONCERN						
WHEREAS the undersigned has bee	n employed by Erickso	on Construction, LLC	to famish Structural	Steel Materials for t	he premises known n	c Wad
Crest RB2.2 of which Littleton Cam	pus, LLC is the owner.		· · · · · · · · · · · · · · · · · · ·		premises Allowii a	\$ <u>4414</u> (1
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THE undersigned, for and in consider	ition of Two Hundred	Fifty Thousand And	00/100 Dollars (\$250,	<u>909.90)</u> , and other g	good and valuable	
consideration, the receipt of which is learning to, lien, under the sunutes of the	sereby acknowledged, de	O(es), to the fullest ext	ent permitted by law, h	ereby waive and rele	ase and all lien or cla	im of,
or right to, lien, under the statutes of the improvements thereon, and on the man	erial fixtures emporatus	ng to mecuanics, licus	, with respect to and on	said above-describe	d premises, and the	
den monit of Owner, on recomm of 185	RW services, material fit	Street, amounting or yes	at, and on the money, I schinery beserviors for	unos or other conside	erations, due or to be	come
the above-described premises.	,	,		maneri in fils date of	my, by the thocisies	ed for
		/1				
DATED: March 31, 2009	<del></del>	//	ANY: REGIONAL C	ONSTRUCTION I	RESOURCES, INC.	
SIGNATURE AND TITLE:	<u> </u>	// NDDI	ESS; 15-460	PIL	Oak	·
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NOTE: All waivers must be for the ful be set forth; if waiver is for a partnersh	i amount paid. It warve	ar is for a corporation,	corporate name should	be used, the title of a	officer aigning waives	r should
	the me hangering trains	snouto sign and desig	mate mm/nersett as a pa	ifiner.		j
	CON	TRACTOR'S A	FEID A VIT	<del></del>		
TO WHOM IT MAY CONCERN	<b>7.</b>	1 ACTORS A	FELDAVII		ı	
THE undersigned, being dul		nor that he is $\{y_{\ell}\}$	sident	.53		
REGIONAL CONSTRUCTION RES	OURCES, INC. who is	s the contractor for the	Structural Steel Man	Of the		
	owned by Littleton Can	nnus LLC	Secure College College College	arais work on the bi	utioning located at	
underst lb 2.2					į.	- 1
WILL CONTVE.C		· <del></del>			1	
That the total amount of the contract inc	:luding extras is \$936.00	15.00 on which he has	received payment of \$3	02,381.00 prior to th	is navment. That all	
That the total amount of the contract inc waivers are true, correct and genuine an	luding extras is \$936,00	15.00 on which he has	n chim either lead or e	autable en dafaer ek		j j
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REGIONAL CONSTRUCTION RESOURCES INC 5600 NW CENTRAL DR STE 100 HOUSTON TX 77092 77092-2034

Whitney National Bank Incoming Wire - Advice of Credit

Date: 05/26/2009

Wire Create Time: 1059

Account # : \*\*\*\*\*9535 Amount : \$250,000.00 GFX Reference : 20091460141300 Sending Bank : 031000053 PNCBANK PHIL

Sender Name : ERICKSON CONSTRUCTION LLC OP ACCT ATTN:CONTROLLER 991 CORPORATE BLVD LINTHICUM HEIGHTS MD 21090-2227

Beneficiary : REGIONAL CONSTRUCTION RESOURCES (Acct#\*\*\*\*9535)

Beneficiary Info (OBI):

Bank to Bank Info (BBI):

Reference for Beneficiary (RFB): 200905148239ISCW

Fed Reference Number (IMAD): 20090526L1LFB59C00039305261359FT01

PARTIAL LIEN WAIVER

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

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COUNTY OF Douglas County	3			Attn: 00100	i Mahon
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TO WHOM IT MAY CONCER				Og.	9,0,0
TO WHOM IT MAY CONCER					
WHEREAS the undersigned has be WCD RB22 of which Littleton Car	een employed by Ericks	son Construction, LLC	to furnish	1	for the premises known
THE undersigned, for and in consideration (\$163,131,00), and other	ration of One Hundred	i Sixty-Three Thousar	d One Hundred Third	v-One And NO/100	Dellama
funds or other considerations, due or	to become due from the	Owner on account of			
furnished, to this date only, by the un	dersigned for the above	-described premises.	acor services, material	, fixtures, apparatus (	or machinery, heretofor
DATED: February 20, 2009					$\sim$
2711 E.D. 1 COI WAT V 20, 2009		COM	PANY: <u>REGIONAL (</u>	ONSTRUCTION	
SIGNATURE AND TITLE:			RESS: SOUTION	William Proce	10.1
NOTE: All waivers must be for the fi be set forth; if waiver is for a partners	ull amount paid. If wair	ver is for a corporation,	corporate name should	be used, the title of	officer signing waiver s
be set forth; if waiver is for a partners	hip, the partnership narr	ne should sign and design	gnate him/herself as a p	artner.	J. J. J. J. J. J. J. J. J. J. J. J. J. J
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Job Number 554RB22 UCD Residential Building 2.2

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#### PARTIAL LIEN WAIVER

Please Return To:
Erickson Construction Finance
991 Corporate Boulevard
Linthigum MD 21000

STATE OF Colorado Linthicum, MD 21090 COUNTY OF Douglas County TO WHOM IT MAY CONCERN: WHEREAS the undersigned has been employed by Erickson Construction, LLC to furnish for the premises known as WCD RB22 of which Littleton Campus, LLC is the owner. THE undersigned, for and in consideration of Ninety-Seven Thousand Eight Hundred Seventy-Eight And NO/100 Dollars (\$97,878.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, do(es), to the fullest extent permitted by law, hereby waive and release and all lien or claim of, or right to, lien, under the statutes of the State of Colorado, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the money, funds or other considerations, due or to become due from the Owner, on account of labor services, material, fixtures, apparatus or machinery, heretofore furnished, to this date only, by the undersigned for the above-described premises. DATED: December 20, 2008 COMPANY: REGIONAL CONSTRUCTION ADDRESS: SIGNATURE AND TITLE: NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, the title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should sign and designate him/herself as a partner. CONTRACTOR'S AFFIDAVIT TO WHOM IT MAY CONCERN: THE undersigned, being duly sworn, deposes and says that he is of the REGIONAL CONSTRUCTION who is the contractor for the work on the building located at owned by Littleton Campus, LLC

That the total amount of the contract including extras is \$936,005.00 on which he has received payment of \$41,372.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE
RIAL TO COMPLETE				
	RIAL TO COMPLETE	PRICE	PRICE	PRICE AMOUNT PAID PAYMENT

That there are no other contracts for said work outstanding, and that there is any kind or to be done upon or in connection with said work other than abou	nothing due or to become due to any person for material, labor or other work of
Signed this 31 day of December ,20_	Signature:
Signed and sworn to before me this L day of Decembe	_,20 08 NOTARY & SEE
Signature: Allwar	State Committee of the
05107	SA OF TEXAS

#95302

#### PARTIAL LIEN WAIVER

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

STATE OF Colorado

1.1

and all lien or claim of, or right to, lien, under the statutes of the State of Colorado, relating to mechanics' liens, with respect to and on said abov premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the money, funds or other cons due or to become due from the Owner, on account of labor services, material, fixtures, apparatus or machinery, heretofore furnished to this date undersigned for the above-described premises.  DATED: December 2, 2008  COMPANY: Regional Construction Resources Inc.  ADDRESS:  SIGNATURE AND TITLE:  NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, the title of office signing we be set forth; if waiver is for a partnership, the partnership name should sign and designate him/herself as a partner.  CONTRACTOR'S AFFIDAVIT  TO WHOM IT MAY CONCERN:  THE undersigned, being duly sworn, deposes and says that he is  Owned by Littleton Campus, LLC  That the total amount of the contract including extras is \$936,005.00 on which he has received payment of \$0.00 prior to this payment. That all verue, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. To following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or subcontracts portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mention include all labor and material required to complete said work according to plans and specifications:  NAME  NAME						
WHEREAS the undersigned has been employed by Erickson Construction, LLC to furnish Andrew Seventy Such and in consideration of Forty-One Thousand Three Hundred Seventy-Two And NO/100 Dollars  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41.372  (\$41	COUNTY OF Douglas Co	punty	ľJΨ	Attn	: Una Y	Mahon
THE undersigned, for and in consideration of Forty-One Thousand Three Hundred Seventy-Two And NO/100 Dullars  (\$41,377 other good and valuable consideration, the receipt of which is bereby acknowledged, do(es), to the fullest extent permitted by law, hereby waive and all liven or claim of, or right to, lien, under the statutes of the State of Colorado, relating to mechanics' liens, with respect to and on said abov premises, and the improvements thereon, and on the monety, funds or said abov premises, and the improvements thereon, and on the monety, funds or said abov premises, and the improvements thereon, and on the monety, funds or other const due or to become due from the Owner, on account of labor services, material, fixtures, apparatus or machinery, heretofore furnished to this date undersigned for the above-described premises.  DATED December 2, 2008  COMPANY: Regional Construction Resources Inc. ADDRESS:  SIGNATURE AND ITILE:  CONTRACTOR'S AFFIDAVIT  TO WHOM IT MAY CONCERN:  THE undersigned, being duly sworn, deposes and says that he is Published the surface of the Regional Construction Resources Inc., who is the contractor for the owned by Littleton Campus, LLC  That the total amount of the contract including extras is \$915,005.00 on which he has received payment of \$0.00 prior to this payment. That all virue, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waives. To following are the names of all parties who have furnished material relator, or both, for said work and all parties having contracts or apbecontracts portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mention include all labor and material required to complete said work according to plans and specifications:  NAME  WHAT FOR  CONTRACT  AMOUNT PAID  FAYMENT  BALANCY  Signature:  That there are no other contracts for said work outstanding, and that there is nothing due o	WHEREAS the undersigned	has been employed by Erickso	n Construction, LLC	to furnish <b>Andw</b>	ral Steel	for the premises kn
SIGNATURE AND TITLE:  NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate and should be used, the title of office f signing was be set forth; if waiver is for a partnership, the partnership mane should sign and designate him/terself as a partner.  CONTRACTOR'S AFFIDAVIT  TO WHOM IT MAY CONCERN:  THE undersigned, being duly sworn, deposes and says that he is work on the building located at own of the own of the contract for the work on the building located at own of the total amount of the contract including extras is \$936,005.00 on which he has received payment of \$0.00 prior to this payment. That all varue, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. I following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or subcontracts portions of said work for for material entering into the construction theroof and the amount due or to become due to each, and that the titems mention include all labor and material required to complete said work according to plans and specifications:  NAME  WHAT FOR  CONTRACT  PRICE  AMOUNT PAID  THIS  PAYMENT  BALANCY  FOR THE MOUNT PAID  THIS  PAYMENT  BALANCY  Signed this Say of December 20 ON  Signature:  Signed this Say of December 20 ON  Signature:  Signed and sworn to before me this Say of December 20 ON  Signature:  Signed and sworn to before me this Say of December 20 ON  Signature:  Signed and sworn to before me this Say of December 20 ON  Signature:  Signed and sworn to before me this Say of December 20 ON  Signature:  Signed this Say of Say of December 20 ON  Signature:  Signed this Say of Say of Say of December 20 ON  Signature:  Signed this Say of Say of Say of Say of Say of Say of Say of Say of Say of Say of Say of Say of Say of Say of Say of Say of Say of Say of Say of Say of Say of Say of Say of Say of Say of Say of Say of Say of Say of Say of Say of Say of Sa	THE undersigned, for and in cother good and valuable considered and all lien or claim of, or right premises, and the improvement due or to become due from the	consideration of Forty-One The deration, the receipt of which is at to, lien, under the statutes of the at the tereon, and on the material, Owner, on account of labor ser	hereby acknowledged, he State of Colorado, re fixtures, apparatus or re	do(es), to the fullest ex elating to mechanics' lie	tent permitted by la	and on said above-d
CONTRACTOR'S AFFIDAVIT  TO WHOM IT MAY CONCERN:  THE undersigned, being duly swom, deposes and says that he is  Owned by Littleton Campus, LLC  That the total amount of the contract including extras is \$936,005.00 on which he has received payment of \$0.00 prior to this payment. That all true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. I following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or subcontracts portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentional labor and material required to complete said work according to plans and specifications:  NAME  WHAT FOR  CONTRACT  AMOUNT PAID  THIS  PAYMENT  BALANCY  TOTAL ALL LABOR AND MATERIAL TO COMPLETE  That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other which is all the properties of the done upon or in connection with said work other than above stated.  Signed this all a grant and the properties of the properties of the properties of the properties of the properties of the properties of the properties of the properties of the properties of the properties of the properties of the properties of the properties of the properties of the properties of the properties of the properties of the properties of the properties of the properties of the properties of the properties of the properties of the properties of the properties of the properties of the properties of the properties of the properties of the properties of the properties of the properties of the properties of the properties of the properties of the properties of the properties of the properties of the properties of the properties of the properties of the properties of the properties of the properties of the properties of the properties of th	DATED: <u>December 2, 2008</u> SIGNATURE AND TITLE:  NOTE: All waivers must be for	or the full amount paid. If waive	ADDF	Corporate name should l	IGN THIA	De Don
The undersigned, being duly sworn, deposes and says that he is	•		<del></del>	· · · · · · · · · · · · · · · · · · ·	rmer.	
TOTAL ALL LABOR AND MATERIAL TO COMPLETE  That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other any kind or to be done upon or in connection with said work other than above stated.  Signed this 5 day of 2008 Signature:  Signed and sworn to before me this 5 day of 2008 Signature:  Signed and sworn to before me this 5 day of 2008 Signature:	Regional Construction Resour	ces Inc. who is the contractor f	or the			g located at
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other any kind or to be done upon or in connection with said work other than above stated.  Signed this 5 day of 2008 Signature:  Signed and sworn to before me this 5 day of 2008 Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signat	following are the names of all pa portions of said work or for mate include all labor and material rec	tract including extras is \$936,00 livered unconditionally and that arties who have furnished mater crial entering into the construction quired to complete said work ac	25.00 on which he has there is no claim either ial or labor, or both, fo on thereof and the amo cording to plans and sp	er legal or equitable to de resaid work and all part ount due or to become decifications:	lefeat the validity of ies having contracts ue to each, and that	said waivers. That or subcontracts for the items mentione
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That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other any kind or to be done upon or in connection with said work other than above stated.  Signed this 5 day of 2008 Signature:  Signed and sworn to before me this 5 day of 2008 Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signature:  Signat	following are the names of all pa portions of said work or for mate include all labor and material rec	tract including extras is \$936,00 livered unconditionally and that arties who have furnished mater crial entering into the construction quired to complete said work ac	25.00 on which he has there is no claim either ial or labor, or both, fo on thereof and the amo cording to plans and sp	er legal or equitable to de resaid work and all part ount due or to become decifications:	lefeat the validity of ies having contracts ue to each, and that	said waivers. That or subcontracts for the items mentione
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#2009068577, 08/27/2009 at 12:34:00 FM, 1 OF 2, Rec Fee \$11.00 Douglas County CO Jack Arrowsmith, Clerk & Recorder

#### STATEMENT OF LIEN

In accordance with Article 121 of Title 38 of the Colorado Revised Statutes, REGIONAL CONSTRUCTION RESOURCES, INC., 15460 Pin Oak Drive, Conroe, Montgomery County, Texas, 77384, makes the following statement of lien:

FIRST: That the name of the owner or reputed owner of such property to be charged with the lien is Littleton Campus, LLC, 701 Maiden Choice Lane, Catonsville (Baltimore)MD 21228.

SECOND. That the name and mailing address of the person claiming the lien is REGIONAL CONSTRUCTION RESOURCES, INC., 15460 Pin Oak Drive Conroe, Montgomery County, Texas, 77384, a subcontractor.

That the name of the person who furnished the laborers or material or performed the labor or services, or supplied the machinery, tools or equipment for which said lien is claimed is REGIONAL CONSTRUCTION RESOURCES, INC. That the name of the principal contractor is ERICKSON CONSTRUCTION, LLC, 701 Maiden Choice Lane, Catonsville (Baltimore) MD 21228.

THIRD: That the property to be charged with such lien is described as follows:

WIND CREST RESIDENTAL BUILDING 2.2, a part of Lot 1, Block 2, Erickson Subdivision of 18.06 acres, more or less.

Also know by street number 3003A MILLVISTA ROAD, HIGHLANDS RANCH (DOUGLAS COUNTY) COLORADO 80129, situated in the County of Douglas, State of Colorado. That the said lien is held for and on account of REGIONAL CONSTRUCTION RESOURCES, INC. for labor performed and materials furnished.

FOURTH: That the amount of indebtedness due or owing the claimant for which said lien is claimed, for laborers or material furnished, labor and services performed, machinery, tools and equipment supplied is: \$338,995.00, together with interest thereon at the legal rate.

REGIONAL CONSTRUCTION RESOURCES, INC.

Sergio Luciani, President

Sergio Lucia

i, President

15460 Pin Oak Drive

Conroe, Montgomery County, Texas, 77384

STATE OF TEXAS

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COUNTY OF HARRIS

I, Sergio Luciani, President of Regional Construction Resources, Inc., being of lawful age and being first duly sworn, upon oath, do say that I am the President of Regional Construction Resources, Inc. the claimant herein named; that I have read the within statement of lien and abstract of indebtedness and know the content thereof; and that the same is true and correct, to the best of my knowledge, information and belief, and is made on behalf of the claimant.

Sergio Luciani, President

SUBSCRIBED AND SWORN TO BEFORE ME in the County of Harris,

State of Texas, on this 10th day of August, 2009.

SONDRA HEUGATTER
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPRES
APRIL 12, 2013

NOTARY PUBLIC, STATE OF TEXAS

Printed Name of Notary

My Commission Expires: 4/12/201

Erickson Construction, LLC

Project:

Wind Crest Community Building 2.1

Project Address:

Mill Vista Rd

Highlands Ranch, CO 80129

#### RCRI Project # 755

- Materials Contract
- Invoices

0	April 30, 2009	\$13,870.00
0	April 15, 2009	\$91,681.00
0	March 23, 2009	\$461,289.20
0	February 20, 2009	\$263,209.80
0	December 19, 2008	\$287,451.00
0	November 7, 2008	\$23,333.00
0	October 16, 2008	\$153,917.00

Partial Lien Waver

0	July 29, 2009	\$350,000.00
0	July 29, 2009	\$111,289.20
0	May 5, 2009	\$100,000.00
0	February 24, 2009	\$287,541.00
0	January 9, 2009	\$23,333.00
0	December 5, 2008	\$157.017.00

Payments

0	July 27, 2009	\$111,289.20
0	May 20, 2009	\$250,000.00
0	May 5, 2009	\$100,000.00
0	April 27, 2009	\$131,604.90
0	April 23, 2009	\$131,604.90
0	February 23, 2009	\$287,451.00
0	December 31, 2008	\$23,333.00
0	December 4, 2008	\$153,917.00

> Account Summary

Original Contract amount	\$1,331,460.00
Change Orders	\$-36,709.00
Contract sum to Date	\$1,294,751.00
Invoiced	\$1,294,751.00
Paid to date	\$1,189,200.00

Balance outstanding

\$105,551.00





#### **MATERIALS CONTRACT**

This Materials Contract is made as of the 13 day of October, 2008 by and between Erickson Construction, LLC (the "Contractor"), whose mailing address is 701 Maiden Choice Lane, Catonsville, Maryland 21228 and Regional Construction Resources, Inc. (the "Supplier"), whose mailing address is 5600 NW Central, Suite 100, , Houston, TX, 77092, PHONE: (713) 789-5131, FAX: (713) 789-575, for work to be done on the Project known as the Wind Crest Residential Building 2.1 located at 3003A Mill Vista Rd. Highlands Ranch, CO 80129, located in Highlands Ranch, CO (the "Site").

In consideration of the mutual covenants set forth herein, Contractor and Supplier agree as set forth below:

#### . 1. THE GOODS

The Supplier agrees to furnish: Structural Steel (Equip)

#### 2. THE MATERIALS CONTRACT PRICE

The Contractor shall pay to the Supplier for delivery of the Goods the following Contract Price:

Cost of Goods:

\$1,292,679.61

Unit prices:

See Exhibit G

Sales Tax:

3.00%

\$38,780.39

A total dollar amount of:

\$1,331,460.00

Cost Code:

554RB21 48700-051000

All sales and/or use tax payable in connection with this transaction is included in the Contract Price. The sales tax registration form attached to this Materials Contract Agreement (Exhibit C) must be completed and returned prior to any payments being made for this material.

#### 3. BONDS

Contractor will require a payment and performance bond for all Material Contracts over \$500,000. All bonds must be in the AIA 312 format or equal. Cost of bond is on bonding company's invoice at standard rates. Supplier must include the names of the Owner and Lender on all bonds as a dual oblige. Subcontractor can provide this information through a dual oblige rider. Two original copies of all bonds are required and should be forwarded to the Corporate Office located at 991 Corporate Boulevard, Linthicum, MD 21090.

Unless waived by Contractor in this Subsection, 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 Material Contract sum issued by a surety acceptable to Owner.

#### 4. ADDITIONAL GOODS

The Supplier understands and agrees this Agreement also includes the furnishing of the below listed items at the above price, regardless of whether or not they are shown in the Drawings and Specification as shown on Exhibit A attached hereto:

#### 5. SCHEDULE

The Supplier acknowledges and agrees that time is of the essence for all provisions of this Agreement. To this end Supplier agrees to the following dates with regard to all submissions required by the Plans and Specifications:

- Revise and resubmit all items within a maximum of seven (7) days after being returned for correction.
- b. The following code numbers shall be on all submissions:

Cost Code: 554RB21 48700-051000

c. Supplier will coordinate and submit to the Contractor within two (2) weeks after execution of this Materials Contract a coordinated and detailed construction schedule to include the following:

Subcontractor: Regional Construction Resources, Inc.
Cost Code: 554RB21 48700-051000

- Fabrication schedule showing overall lead times for the production of each material included within the Material Contract.
- Delivery schedule for each component included within this Materials Contract.
- d. Supplier agrees to deliver material(s) to the site as directed by the Contractor. Supplier agrees to use licensed trucking companies that are fully insured in accordance with all state and federal mandated rules and regulations for all deliveries. Unsafe or unlicensed delivery vehicles will not be permitted to enter the site.

#### 6. PAYMENT

Payment Terms: Invoicing, after delivery to Site and acceptance of material, to be submitted not later than the 20th of each calendar month. Provided invoices are received by such date, payment will be <u>DUE</u> on the 20th day of the following month. Detailed instructions are included in the Exhibit B "General Provisions" under item #9.

SUPPLIER SHALL SUBMIT ALL INVOICES FOR PAYMENT PROCESSING TO: ERICKSON CONSTRUCTION, LLC, ATTENTION: PROJECT MANAGER, 3003A Mill Vista Rd., Highlands Ranch, CO 80129.

#### 7. RELEASE

- 7.1. Supplier agrees to deliver to Contractor an executed ACKNOWLEDGEMENT OF PROGRESS PAYMENT (Exhibit D) and RELEASE OF LIENS AND CLAIMS (Exhibit E Partial or Exhibit F Final) before payment for any supplies, in the
- 7.2. Supplier and any persons acting through or under Supplier shall not file or maintain any mechanics' claims or liens against the Project, or the building thereof, or the lot of ground appurtenant thereto, for or on account of any Work done or materials furnished by this Supplier and/or any such person or persons as aforesaid.
- 7.3. To the fullest extent permitted by applicable law, Supplier, for and on behalf of Supplier and all other persons acting through or under Supplier, hereby expressly waives and relinquishes the right to have, file, or maintain any mechanics' claims or lien against the Project, the buildings thereof, and the lot of ground appurtenant thereto, or any of them, which waiver shall be and hereby is made an independent covenant and shall operate and be effective also with respect to Work and labor done and materials furnished under any supplemental agreement between Contractor and Supplier, or any agreement for extra Work done, performed, furnished or supplied in and about the Project, although not therein referred to as Work and labor performed and materials furnished under this Contract.
- 7.4. Supplier, when required by Contractor as a condition precedent to the making of any payment hereunder, shall furnish to the Contractor a full and complete release and discharge, in a form satisfactory to Contractor and Owner, of all liens, claims, and demands arising out of or relating to any and all materials furnished, Work done, and equipment used in connection therewith (see Exhibit E & F attached hereto). Furthermore, if, prior to final payment, the Contractor, Owner, or any party providing financing for the Project requests a release of liens from Supplier or anyone acting through or under Supplier, Supplier shall execute and deliver such release of liens in a form (see Exhibit F attached hereto) satisfactory to Contractor, Owner or such other party.
- 7.5. If any Supplier or other person working under Supplier files a mechanics' lien or claim or notice of intention or right to file a lien for or on account of work, labor, services, materials, equipment or other items furnished under or in connection with this Agreement, Supplier agrees to discharge or remove such lien, claim or notice at its own expense by bond, payment or otherwise within twenty (20) calendar days from the date of the filing thereof, and upon its failure to do so, Contractor or Owner shall have the right to cause any such lien or claim, notice of intention or stop notice to be removed or discharged by whatever means Contractor or Owner chooses, at the sole cost and expense of Supplier (such costs and expenses to include legal fees and disbursements). Supplier agrees to hold harmless and indemnify Contractor and Owner from and against any and all such liens, claims or other filings, and actions brought or judgments rendered thereon, and from and against any and all losses, damages, liabilities, costs and expenses, including legal fees and disbursements, which Contractor or Owner may sustain in connection therewith.

#### 8. SUBORDINATION

8.1. Supplier shall and hereby does subordinate any and all liens, rights and interests owned, claimed, or held by Supplier in and to any part of the Goods or land on which the Goods are located, to the lien or liens securing payment of sums now or hereafter borrowed by Contractor or Owner in connection with construction of the Project. Supplier shall execute such evidence of the subordination as Contractor's or Owner's lender(s) may require.

EC: Sub:

Subcontractor: Regional Construction Resources, Inc.
Cost Code: 554RB21 48700-051000

8.2. Supplier shall and hereby agrees to include in every subcontract relating to the Goods to which it is a party, and shall require the inclusion in each lower tier subcontract, provisions that the person or entity performing abor or furnishing materials pursuant to such subcontract agrees to subordinate any mechanic's or material men's lien or liens securing payment of sums now or hereafter borrowed by Contractor or Owner in connection with the construction of the Project.

#### 9. WAIVER OF SUBROGATION

a. The Contractor and Supplier waive all rights against (1) each other and any of their suppliers, subcontractors, subsubcontractors, agents, employees, officers, members and directors, each of the other, and (2) the Owner, Developer, Operator, and any of their Subcontractors, sub-subcontractors, suppliers, 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 subsubcontractors, 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.

#### 10. THE MATERIALS CONTRACT DOCUMENTS

The Materials Contract Documents consist of the following:

- This Contract
- Drawings & Specification (Exhibit A)
- General Provisions (Exhibit B)
- Sales Tax Form (Exhibit C)
- Application for Payment (Exhibit D)
- Instructions for Exhibit D (Exhibit D1)
- Partial Release of Liens (Exhibit E)
- Instructions for Exhibit E & F (Exhibit E1-F1)
- Final Release of Liens (Exhibit F)
- Scope of Work & Unit Price Schedule (Exhibit G)

#### 11. MISCELLANEOUS

- Supplier may not assign this Materials contract to any person or entity without Contractor's prior written consent.
- 11.2. Duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder 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.
- 11.3. Supplier agrees to indemnify and save Contractor, Owner, Owner's agents, Developer, operator, their respective parent and subsidiaries and their respective agents, officers, employees, members and directors harmless from, and defend at its own expense, any and all claims, suits, losses, damages, or expenses in any manner connected with the materials furnished by the Supplier under this Contract or caused or occasioned in whole or in part by reason of the presence of the person or property of Supplier, its employees, agents, or suppliers, except with such claims or suits arise out of the sole negligence of Contractor.
- 11.4. Supplier shall defend, indemnify, and save Contractor, Owner, Owner's agents, Developer, operator, their respective parent and subsidiaries and their respective agents, officers, employees, members and directors harmless from, and defend at its own expense, any and all claims by the employees of Supplier, its vendors, or its agents, when such claims shall have been incurred, or alleged to have occurred from an unsafe place to work or such similar type of complaint.

EC: Sub

Subcontractor: Regional Construction Resources, Inc.
Cost Code: 554RB21 48700-051000

- Supplier shall pay all expenses, costs, and attorney's fees incurred by Contractor, Owner, Owner s agents, Developer, operator, their respective parent and subsidiaries and their respective agents, officers, employees, members and directors in the enforcement of this Contract, of any bond furnished in connection berewith, or for the prosecution or defense of any claim as defined herein.
- Supplier shall indemnify, defend, and hold harmless Contractor, including but not limited to attorneys fees and costs, to the fullest extent and under no circumstances to a lesser extent than Contractor has indemnified Owner and others with respect to Supplier's Work (including without limitation, Supplier's performance of its Work) under the Contract Documents.

IN WITNESS WHEREOF, the parties have set forth their hand and seal below.

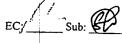
WITNESSES:	CONTRACTOR: ERICKSON CONSTRUCTION, LLC.
DATE: ///2/9	BY: David Tague TITLE: Vice President of Construction
10 -24-08	SUPPLIER: Regional Construction Resources Inc.
DATE:	BY: Sergio Luciani

TITLE:

President

# EXHIBIT "A" Contract Documents

<b>Drawing Number</b>	<u>Description</u>	<u>Date</u>
00.00	Cover Sheet	07/02/2008
00.01	Sheet Index	07/02/2008
00.02	Project Symbols, Abbreviations & General Notes	07/02/2008
00.03	FHA Guidlines And General Notes For Living Units	07/02/2008
00.04	ADA Guide, Gen Notes for Pub and Com uses faciliF	07/02/2008
00.05	ADA Guidelines, Gen. Notes	07/02/2008
10.01A	Fire & Building Code Information	07/02/2008
10.01B	Fire & Building Code Inforation	07/02/2008
10.02	Unit Mix & Resident Storage Chart	07/02/2008
10.03	Parking Distribution	07/02/2008
10.04	Site Matrix - NHD 1-A	07/02/2008
10.06	Unit Addressing Plan	07/02/2008
30.01A	Partial Terrace Level Plan- A	07/02/2008
30.01B	Partial Terrace Level Plan- B	07/02/2008
30.02A	Partial First Level Plan- A	07/02/2008
30.02B	Partial First Level Plan- B	07/02/2008
30.03A	Partial Second Level Plan- A	07/02/2008
30.03B	Partial Second Level Plan- B	07/02/2008
30.04A	Partial Third Level Plan- A	07/02/2008
30.04B	Partial Third Level Plan- B	07/02/2008
30.05A	Partial Fourth Level Plan- A	07/02/2008
30.05B	Partial Fourth Level Plan- B	07/02/2008
30.06A	Partial Roof Plan-A	07/02/2008
30.06B	Partial Roof Plan-B	07/02/2008
<b>30.07</b>	Plan Details	07/02/2008
30.10	Enlarged Plans	07/02/2008
31.01	Exterior Elevations- South Elevation	07/02/2008
31.02 I	Exterior Elevations- East Elevation	07/02/2008
31.03 H	Exterior Elevations- North Elevation	07/02/2008
31.04 E	Exterior Elevations- West Elevation	07/02/2008
	Enlarged Elevations	07/02/2008
	nlarged Elevations	07/02/2008
	nlarged Elevation	07/02/2008
32.01 B		



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22.02		Cost Code: 554RB21 - 48700-0510
32.02	Building Sections	07/02/2008
33.01	Wall Sections	07/02/2008
33.02	Wall Sections	07/02/2008
33.03	Wall Sections	07/02/2008
33.04	Wall/Awning Details	07/02/2008
33.05	Balcony Details	07/02/2008
33.06	Bay Window Details	07/02/2008
33.07	Eave Details	07/02/2008
33.08A	Roof Details	07/02/2008
33.08B	Roof Details	07/02/2008
33.09A	Link to RB2.2	07/02/2008
33.09C	Link to RB2.2	07/02/2008
33.09D	Link Details	07/02/2008
34.01	Elevator Plans and Details	07/02/2008
34.02	Stair Plans and Details-#1	07/02/2008
34.03	Stair Plans and Section -#2	07/02/2008
35.01	Partition Types	07/02/2008
35.01A	UL Assemblies	07/02/2008
35.01B	UL Assemblies	07/02/2008
35.01C	UL Assemblies	07/02/2008
35.01D	UL Assemblies	07/02/2008
35.01E	UL Assemblies	07/02/2008
35.01F	UL Assemblies	07/02/2008
35.02	Door Schedule	07/02/2008
35.03	Door Details	07/02/2008
35.04	Window Schedule and Detail	07/02/2008
35.05	Window Flashing Details	07/02/2008
35.05A	EIFS Details	07/02/2008
35.05B	EIFS Details	07/02/2008
35.06	Roof Flashing Details	07/02/2008
36.01	Corridor Elevation	07/02/2008
36.02	Corridor Elevation	07/02/2008
36.03	Corridor Elevation	07/02/2008
36.04A	Elevator Lobby Plan, Elevations	07/02/2008
36.04B	Elevator Lobby Pla, Elevations	07/02/2008
36.07	Interior Details	07/02/2008
36.08	Details	07/02/2008
38.01A	Partial Terrace Level RCP- A	07/02/2008
38.01B	Partial Terrace Level RCP0 B	07/02/2008
38.02A	Partial First Level RCP- A	07/02/2008
		79

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Cost Code: 554RR21 - 48700 051	ΛΛΛ

20.00		Cost Code: 554RB21 – 48700-05100
38.02B	Partial First level RCP- B	07/02/2008
38.03A	Partial Second Level RCP- A	07/02/2008
38.03B	Partial Second Level RCP- B	07/02/2008
38.04A	Partial Thrid Level RCP- A	07/02/2008
38.04B	Partial Third Level RCP-B	. 07/02/2008
38.05A	Partial Fourth Level RCP- A	07/02/2008
38.05B	Partial Fourth Level RCP-B	07/02/2008
39.09B	Link to RB2.2	07/02/2008
40.01	Elevator Lobby- Floor Finish Plan	07/02/2008
40.02	Link-Floor Finish Plans	07/02/2008
41.01	Elevator Lobby- Wall Finish Plans	07/02/2008
41.02	Link- Wall Finish Plans	07/02/2008
42.01	Ceiling Finish Plans	07/02/2008
42.02	Link, Ceiling Finish Plans	07/02/2008
45.01	Finish Schedule	07/02/2008
45.02	Finish Schedule	07/02/2008
45.03	Matrix	07/02/2008
49.01A	Terrace Level- Furniture Plan	07/02/2008
49.01B	Terrace Level- Furniture	07/02/2008
49.02A	First Level - Furniture Plan	07/02/2008
49.02B	First Level- Furniture Plan	07/02/2008
49.03A	Second Level- Furniture Plan	07/02/2008
49.03B	Second Level- Furniture Plan	07/02/2008
49.04A	Third Level- Furniture Plan	07/02/2008
49.04B	Third Level- Furniture Plan	07/02/2008
49.05A	Fourth Level Furniture Plan	07/02/2008
49.05B	Fourth Level Furniture Plan	07/02/2008
49.06	Link- Furniture Plan	07/02/2008
60.01A	Partial Terrace Level Framing Plan - A	07/21/2008
60.01B	Partial Terrace Level Framing Plan- B	07/21/2008
60.02A	Partial First Level Framing Plan- A	07/21/2008
60.02B	Partial First Level Framing Plan- B	07/21/2008
60.02C	Partial First Level Framing Plan- C	07/21/2008
60.03A	Partial Second Level Framing Plan- A	07/21/2008
60.03B	Partial Second Level Framing Plan- B	07/21/2008
60.03C	Partail Second Level Framing- C	07/21/2008
60.04A	Partial Third Level Framing Plan- A	07/21/2008
60.04B	Partial Third Level Framing Plan- B	07/21/2008
60.04C	Partial Third Level Framing Plan- C	07/21/2008
60.05A	Partial Fourth Level Framing Plan- A	0,7/21/2008
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	513.	Cost Code: 554RB21 – 48700-051000
60.05B	Partial Fourth Level Framing Plan- B	07/21/2008
60.05C	Partial Fourth Level Framing Plan- C	07/21/2008
60.06A	Partial Roof Framing Plan- A	07/21/2008
60.06B	Partial Roof Framing Plan-B	07/21/2008
60.06C	Partial Roof Framing Plan- B	07/21/2008
60.07	Link To RB2.2	07/21/2008
61.01A	Special Instructions	07/21/2008
61.01B	Special Instructions Continued	07/21/2008
61.02A	General Notes	07/21/2008
61.02B	General Notes Continued	07/21/2008
61.03	Typical Details	07/21/2008
61.04	Typical Details	07/21/2008
61.05	Typical Details	07/21/2008
62.01	Foundation Details	07/21/2008
62.02	Foundation Details	07/21/2008
62.03	Foundation Details	07/21/2008
63.01	Framing Sections	07/21/2008
63.10	Framing Sections	07/21/2008
63.11	Framing Sections	07/21/2008
63.12	Framing Sections	07/21/2008
64.01	Brace Frame Elevations	07/21/2008
64.02	Brace Frame Elevations	07/21/2008
64.03	Brace Frame Details	07/21/2008
65.01	Column Schedule	07/21/2008
70.00	Title Sheet	07/02/2008
70.001	Water, Gas/FP Distribution	07/02/2008
70.00A	Partial Underfloor- A	07/02/2008
70.00B	Partial Underfloor- B	07/02/2008
70.01A	Partial Terrace Level Plan- A	07/02/2008
70.01B	Partial Terrace Level Plan- B	07/02/2008
70.02A	Partial First Level Plan- A	07/02/2008
70.02B	Partial First Level Plan- B	07/02/2008
70.03A	Partial Second Level Plan- A	07/02/2008
70.03B	Partial Second Level Plan- B	07/02/2008
70.04A	Partial Third Level Plan- A	07/02/2008
70.04B	Partial Third Level Plan- B	07/02/2008
70.05A	Partial Fourth Level Plan- A	07/02/2008
70.05B	Partial Fourth Level Plan- B	07/02/2008
70.06A	Partial Roof/Attic Plan- A	07/02/2008
70.06B	Partial Roof/Attic Plan- B	07/02/2008
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71.01	7.1	Cost Code: 554RB21 - 48700-051000
	Enlarged Plan	07/02/2008
72.01	Details	07/02/2008
73.01	Risers	07/02/2008
80.00	Title Sheet	07/02/2008
80.01A.	Partial Terrace Level Plan- A	07/02/2008
80.01B	Partial Terrace Level Plan- B	07/02/2008
80.02A	Partial First Level Plan- A	07/02/2008
80.02B	Partial First Level Plan-B	07/02/2008
80.03A	Partial Second Level Plan- A	07/02/2008
80.03B	Partial Second Level Plan - B	07/02/2008
80.04A	Partial Third Level Plan- A	07/02/2008
80.04B	Partial Third Level Plan- B	07/02/2008
80.05A	Partial Fourth Level Plan- A	07/02/2008
80.05B	Partail Fourth Level Plan- B	07/02/2008
80.06A	Partial Roof Plan- A	07/02/2008
80.06B	Partial Roof Plan- B	07/02/2008
81.01	Enlarged Mechanical Room	07/02/2008
82.01	Mechanical Details	07/02/2008
82.02	Mechanical Details	07/02/2008
83.01	Mechanical Risers Diagram	07/02/2008
83.02	Wet Riser Diagram	07/02/2008
83.03	Wet Rised Diagram	07/02/2008
84.01	Mechanical Schedules	07/02/2008
90.00	Cover Sheet	07/02/2008
90.01A	Partial Terrace Level Plan- A	07/02/2008
90.01B	Partial Terrace Level Plan- B	07/02/2008
90.02A	Partial First Level Plan- A	07/02/2008
90.02B	Partial First Level Plan- B	07/02/2008
90.03A	Partial Second Level Plan- A	07/02/2008
90.03B	Partial Second Level Plan- B	07/02/2008
90.04A	Partial Third Level Plan- A	07/02/2008
90.04B	Partial Third Level Plan- B	07/02/2008
90.05A	Partial Fourth Level Plan- A	07/02/2008
90.05B	Partial Fourth Level Plan- B	07/02/2008
91.01	Enlarged Plan	07/02/2008
92.01	One-Line Diagram	07/02/2008
92.02	Fire Alarm Riser Diagrams	07/02/2008
92.03	Electrical Riser Diagram	07/02/2008
93.01	Site Plan	07/02/2008
93.02	Details	
	•	07/02/2008

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02.02		Cost Code: 554RB21 – 48700-05100
93.03	Details	07/02/2008
93.04	Details	07/02/2008
94.01	Electrical Schedules	07/02/2008
94.02	Electrical Schedules	07/02/2008
Unit C1	Architectural	07/02/2008
Unit C1	MEP	07/02/2008
Unit C1b	MEP	07/02/2008
Unit C1b	Architectural	07/02/2008
Unit C3	MEP	07/02/2008
Unit C3	Architectural	07/02/2008
Unit C5	MEP	07/02/2008
Unit C5	Architectural	07/02/2008
Unit C8	MEP	07/02/2008
Unit C8	Architectural	07/02/2008
Unit D1.5	Architectural	07/02/2008
Unit D1.5	MEP	07/02/2008
Unit D2	MEP	07/02/2008
Unit D2	Architectural	07/02/2008
Unit E4	MEP	07/02/2008
Unit E4	Architectural	07/02/2008
Unit E9.5	MEP	07/02/2008
Unit E9.5	Architectural	07/02/2008
Unit F12	Architectural	07/02/2008
Unit F12	MEP	07/02/2008
Unit F2	MEP	07/02/2008
Unit F2	Architectural	07/02/2008
Unit F4	MEP	07/02/2008
Unit F4	Architectural	07/02/2008
Unit G4	Architectural	07/02/2008
Unit G4	MEP	07/02/2008
Unit G6	Architectural	07/02/2008
Unit G6	MEP	07/02/2008
Unit J3	Architectural	07/02/2008
Unit J3	MEP	07/02/2008
Unit J6	Architectural	07/02/2008
Unit J6	MEP	07/02/2008
Unit J7	MEP	07/02/2008
Unit J7	Architectural	07/02/2008
Unit K1	Architectural	07/02/2008
Unit K1	MEP	07/ <del>0</del> 2/2008
		5.752,2000

# EXHIBIT "B" General Provisions

- 1. The Supplier shall replace or, if approved by the Architect, Owner and/or Contractor repair any defective work, cracked, chipped or damaged materials. Supplier will be responsible for all associated costs if the damage occurs at the fabrication plant or during transportation to the jobsite. Supplier agrees to promptly provide all replacement materials at no additional cost to the Owner, Architect or Contractor and repeat tests as necessary until all work is proven satisfactory. Retesting cost shall be the responsibility of the Supplier should the Owner elect.
- 2. Supplier recognizes that the area within the project site is limited, and that parking will not be permitted for any vehicles, including foreman's, which are not required for the actual performance of Supplier's work. Any vehicle parked on or adjacent to the site without Contractor's permission is subject to removal at the Supplier's expense.
- 3. The Supplier understands the project site is in an urban location and that only a limited amount of on site material staging will be permitted. It is the responsibility of each Subcontractor and Supplier to coordinate all on site staging with the Contractor's Superintendent. All material deliveries must be coordinated at least forty-eight (48) hours in advance. This Supplier understands that the limited space also applies to the use of site trailers and/or field offices and permission must be obtained by Project Superintendent.
- 4. It is agreed and understood that all communications to the Architect or Engineer or Owner or Leasing Agent or other Subcontractor's and Supplier's, or any representative of the above, whether written or verbal, shall be through the Contractor unless specific permission is granted by the Contractor for a direct communication, and any communications not so conducted shall neither be binding or enforceable on any party. Further, any communication with any of the above parties conducted with permission of the Contractor shall be documented and summarized in writing by the Supplier within 24 hours of the communication, noting parties involved, subjects discussed, conclusions reached, and all other pertinent information, and shall be immediately distributed to the Contractor and all parties involved. If such communication in any way affects the Work of other Subcontractors or Suppliers this Supplier shall be liable for all costs involved unless specifically authorized otherwise by the Contractor in writing.
- 5. Backcharges to the Contractor or to other Subcontractors on the project, for which this Supplier fees are not included with the Materials Contract, must be brought to the attention of the Contractor, in writing, with ten (10) days of the initial occurrence and must be submitted for payment with all required back-up with twenty (20) days of the occurrence. Any event for which Supplier has not so notified and submitted shall not entitle Supplier to on-going Backcharges, these Backcharges must initially be submitted as noted above, and thereafter on a bi-weekly basis. Any Backcharges to be brought against this Supplier by either the Contractor or another Subcontractor or Supplier shall be forwarded in written notification not more than twenty (20) days from initial occurrence and submitted with proper back up for payment with thirty (30) days or shall be otherwise null and void. Subcontractors and Suppliers are encouraged to work out minor disputes between each other, but Contractor shall not be responsible for the enforcement, or collection of any sums, or any agreements between Subcontractors and/or Suppliers for which a written agreement was not prepared and signed by all parties.
- 6. It is understood that modifications to the details shown on the design drawings may be required. However, it is clear that the Architect's concept, i.e. profiles, reveals, sight lines, floor closure, dimensioning, proportioning, etc., whose intent is schematically indicated in the Contract Documents, must be maintained throughout.
- 7. The Change Order Request shall consist of the detailed cost estimate outlining the changes in the work and detailed documentation justifying proposed changes in time. This estimate shall be computed in accordance with accepted estimating procedures and in accordance with the terms of the Contract Documents, and the costs for labor and materials shall be at prevailing rates in the Project area.
- 8. With thirty (30) days of the execution of the Materials Contract, Supplier shall submit for approval of the Contractor, a complete schedule of values breakdown of the Materials Contract amount. The schedule of values breakdown shall be in the form similar to the AIA. G703 format. When approved, the schedule shall be used to apply for monthly (and final) progress payments. All sums shall have amounts rounded off up or down to the nearest whole dollar except final payment.
- Progress payment applications shall be prepared and submitted to the Contractor on or before the 20<sup>th</sup> of the month for payment by the 20<sup>th</sup> of the following month.

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- 10. Notwithstanding any other provision contained in this Materials Contract and superseding ay contrary term expressed herein, Supplier agrees that if in the event on any picket, strike, work stoppage, or other form of labor dispute at the jobsite, whether that dispute or picket is in connection with the Owner, the Contractor, the Supplier or any other subcontractor or separate contractor on the jobsite, Supplier will continue to perform the Supplier's work required herein, with interruption on delay, because of such picket or other form of labor dispute, the Contractor may terminate services or the Supplier after giving twenty-four (24) hours written notice and an intent to do so, or the contractor may invoke any of the rights and remedies set forth in this Materials Contract. Additionally, should the Supplier be party to one or more labor agreements he shall, with twenty-four (24) hours, take any and all legal action provided for, or permitted by, such labor agreements in order to expedite resumption of work on this Project. It is contemplated hereby the Supplier shall, if necessary, utilize to the fullest extent possible all contractual provisions contained in Supplier's labor agreement which allow for the hiring of replacement employees, should the hiring of the Supplier be unable or unwilling to meet the need of the Supplier.
- 11. The Supplier shall cooperate with the Contractor and other Suppliers and Subcontractors whose work might interface with Supplier's work, and shall participate in the preparation or coordination drawings in areas of congestion, specifically noting and advising the Contractor on any such interferences.
- 12. Payments made on account of materials or equipment not in place but delivered and suitably stored, when agreed upon in advance in writing by the Owner. Such materials or equipment (Stored Materials) may be at the Property or at any other location agreed upon in advance in writing by the Owner.
- 13. Beyond Stored Materials, Owner will not advance progress payments for Supplier engineering, shop drawing preparation, or insurance costs, all of which are incidental to the award of the Materials Contract and the subsequent performance of the work: however, Supplier may include such costs (limited to a maximum of two (2%) percent of the materials contract amount) in its initial payment request which will be paid after commencement of work by Supplier. In the event Supplier has purchased a performance and payment bond, owner will advance progress payment for the cost of same upon request and upon receipt of a copy of the invoice for the premium.

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Sub: Regional Construction Resources, Inc. Cost Code: 554RB21 - 48700-051000

# EXHIBIT "C" Sales Tax Form

Subcontractor / Supplier Name: Regional Construction Resources, Inc.	j.
Address: 5600 NW Central, Suite 100, Houston, TX, 77092	
Job No. 554RB21	
Purchase Order Number: 8  Is licensed to do business in the State of EQ, sales tax registration number is	ろ
Will remit all sales tax on the taxable items in the Purchase Order to the State of CO on a timely reporting bas Signed:  Date: 103008  Title: PVESIDENT	is.
*******	

Is not licensed to do business in the State of CO and will not include sales tax on any invoices.

Signed:

Date:

Title:

Cish.

# 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. 3003A Mill Vista Rd. Highlands Ranch, CO, 80129

ATTN: Project Manager, Matt Ferguson

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: FROM:	ERICKSON CONSTRUCTION, LLC. 703 Maiden Choice Lane Baltimore, MD 21228  Regional Construction Resources, Inc.	DATE: PROJECT NO.: JOB: APPLICANT NO PERIOD TO:	554RB21 Residential Building 2.1
1. Origina	Contract Amount	_\$	
2. Change	Orders Issued to Date (Thru C.O. #)	\$	
3. Contrac	t Sum to Date (Line 1+2)	\$	
4. Total Co	mpleted & Stored to Date	S	· · ·
5. Less Ret	ainage (%)	\$	
6. Total Ea	rned to Date Less Retainage (Line 4-5)	\$	
7. Less Pres	rious Requisitions	S	•
8. Payment	Due This Period (Line 6-7)	s	
CHa	(Officer, General Partner, or Ownerst will be made for only those costs which a nge Order has been issued by Erickson Constritional costs or pending extras.	Date:Date:Date:	nal Contract amount or for which a
NOTES:		TO BE COMPLETED	BY PROJECT MANAGER
		RETAINAGE RELEASE	\$
	·	PROGRESS BILLING	\$
		RETAINAGE HELD	\$
		TOTAL AMOUNT DUE	s
		PROJECT NUMBER	554RB21
		COST CODE #	48700-051000
	•	APPROVED BY	
		APPROVED DATE	
PUNCH LIST COM	FINAL PAYMENT  APLETED YES NO	FOR ACCOUNT	TRICHER
WARRANTY CON ATTIC STOCK DE	APLETED YES NO	DATE RECEIVED	TING USE ONLY
O&M (CLOSEOUT CHANGE ORDER:		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, 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.



#### **EXHIBIT "E"**

#### Partial Lien Waiver

STATE OF COLO	MADO)			1	
COUNTY OF DO	UGLAS)	) SS			
To Whom It May C	Concern:				
WHEREAS the und	lersigned has been emplo	wed by	A. E		
as	of which	yed by	is the Owner.	nish	for the premises kn
material, fixtures, ap	paratus or machinery fur	f e fullest extent permitted by lavechanics' liens, with respect to a mished, and on the money, fundr machinery, heretofore furnish	ls or other considerations	a premises, and the improv	ements thereon, and or
					-described premises.
SIGNATURE AND		COMPANY: ADDRESS:			<del></del>
e set forth; if waiver	is for a partnership, the	paid. If a wavier is for a corpor partnership name should sign a	and designate him/herself a	is a partner.	.ggwives sin
	(	CONTRACTOR'S AFFIDAVI	Ť		
			or une	l'	· (Dame of compa
nat the total amount of is payment. That all lidity of said waivers natracts or subcontract it that the items ment	f the contract including en waivers are true, correct That the following are its for specific portions of ioned include all labor a	work on the work on the work on the work on the work of the work of the names of all parties who he said work or for material enterind material required to comple	on which he has rec conditionally and that then ave furnished material or ng into the construction the te said work according to p	eived payment of \$e is no claim either legal or labor, or both, for said wor treof and the amount due or plans and specifications:	prior equitable to defeat k and all parties having to become due to each
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nat the total amount of is payment. That all lidity of said waivers natracts or subcontract it that the items ment	f the contract including en waivers are true, correct That the following are its for specific portions of ioned include all labor a	xtras is \$_ t and genuine and delivered une the names of all parties who h said work or for material enter ind material required to comple	on which he has rec conditionally and that then ave furnished material or ng into the construction the te said work according to p	eived payment of \$e is no claim either legal or labor, or both, for said wor treof and the amount due or plans and specifications:	prio equitable to defeat k and all parties hav to become due to ea
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#### **EXHIBIT "F"**

#### Final Lien Waiver

STATE OF COLOR	ADO)			}	
COUNTY OF DOU	GLAS)	)SS			
To Whom It May Co	ncem:				
WHEREAS the unde	rsigned has been emple	oved by	_		
as	of which	oyed by	is the Owner	nish	for the premises known
THE undersigned, for which is hereby acknown mechanics' liens, with furnished, and on the a machinery, heretofore  DATED:  SIGNATURE AND T. Note: All waivers must be set forth; if waiver it to Whom It May Concount THE undersigned, being who is the contractor	and in consideration of whedged, do(es) hereby respect to and on said money, funds or other of furnished, or which must be for the full amounts for a partnership, the erri:    duly sworn, deposes a for the	of y waive and release and all lien of above-described premises, and considerations, due or to become have furnished at any time here  COMPANY: ADDRESS: t paid. If a wavier is for a corpo partnership name should sign  CONTRACTOR'S AFFIDAV  and says that he is  work on the and upon payment in severable consideration, does bear to	(S) Dollars, and or claim of, or right to, lien, the improvements thereon, the due from the Owner, on aceafter, by the undersigned is ration, corporate name shot and designate him/herself at of the e building located at	d other good and valuable co under the statutes of the Sta and on the material, fixture: count of labor services, man for the above-described pre-	te of Colorado, relating to s, apparatus or machinery trial, fixtures, apparatus or mises.  er signing waiver should trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial trial tri
the customer's full satisficient to lien, under the state other material, fixtures, grant of the customer's full satisfication.	action. Furthermore, to	able consideration, does hereby to the extent permitted by law, to OLORADO, relating to the methinery furnished, on account of ses, without prejudice to assert	he undersigned, does hereb chanics' and/or materialme	ed to on the reverse side has by waive and release any and en's liens, with respect to an	been fully performed to d all lien or claim of, or ad on Premises, and on
NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE
			<del>- 11,000 (10.000)</del>		
	acts for said work outs n connection with said	IPLETE  standing, and that there is nothing work other than above stated.  200 Signature:		ŀ	or or other work of any
		day of			
nature:					

C.L. (B)

Sub:: Regional Construction Resources, Inc. Cost Code:: 554RB21 - 48700-051000

#### **EXHIBIT "G"**

#### SUBCONTRACTOR SCOPE OF WORK

Please See Attached

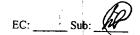
#### **EXHIBIT G ATTACHMENT**

In accordance with the Specifications Dated 7/2/2008 and drawings dated 7/2/2008 and 7/21/2008 included in Exhibit A, and the general provisions of this contract, the subcontractor shall provide all materials, shop drawings, submittals, transportation, taxes, insurance, support functions and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, to complete the Structural Steel & Metal Fabrications work for the Residential Building 2.1, and the link to the Residential Building 2.2.

Fabrication of the steel shall be performed in accordance with Contract Documents prepared by James, Harwick, and Partners, Inc. in general, and Specification Section 05120 (Structural Steel) and 05500 (Metal Fabrications) specifically, unless noted otherwise below; and in compliance with all applicable codes and regulations. Work shall include, but is not limited to the following:

#### 1. SCOPE OF WORK

- 1.1 Furnish all structural steel for Residential Building 2.2 (Sand Piper Hollow) & the Link from Residential Building 2.2 to Community Building 2.0.
- 1.2 Furnish all miscellaneous steel including, but not limited to, all anchor bolts, base plates, fasteners, embeds, edge angle, bent plate, ledger angles, lintels, etc. to complete the structure in accordance with the contract drawings and specifications
- 1.3 A325 bolts 1-1/8" and 1-1/4" and A490 bolts 1" and over must first have Johnson's Stick Wax #140 applied to their threads before being assembled in work. Deliver anchor bolts and "For Construction" anchor bolt plans no later than October 14th, 2008.
- 1.4 Provide all submittals, including product data, shop drawings, samples, material certifications and test reports as required by the specifications.
- 1.5 Include galvanizing for structural steel, miscellaneous metals, bolts, nuts, washers etc. in accordance with Contract Documents.
- 1.6 Include angle kickers and continuous angle shelf where necessary.
- 1.7 Provide all holes, cut-outs, etc. as required to accommodate the work of other trades, in accordance with the Contract Documents. This includes penetrations through beams.
- 1.8 Furnish all steel for interior stairs including stair treads, platforms, freestanding picket rail with grab bar and wall rails.
- 1.9 Furnish elevator pit ladders, divider beams, sill support angles and hoist beams.
- 1.10 Furnish ship's ladder and roof access ladder as indicated in the Contract Documents.



- 1.11 Furnish all balcony guardrails, single deco "X" rails, double deck "X" decorative rails, and areaway grates.
- 1.12 Subcontractor shall take part in weekly "BIM" (building information modeling) meetings to make certain that the the fabrication of all steel is completed with MEP and structural systems in mind.
- 1.13 Subcontractor shall deliver first sequence of steel for the RB2.1 during the first week of January 2009 and shall complete all deliveries on or before the week of March 09, 2009.

# SCHEDULE OF VALUES S.O. 755 – RB2.1

Chan Danier	*
Shop Drawings	\$117,250.00

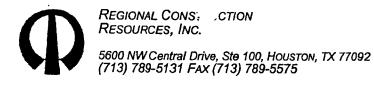
Anchor bolts	, embeds	\$ 60:000.00

Miscellaneous	\$163,000,00

Total Contract \$1,331,460.00

END OF EXHIBIT G ATTACHMENT

EC: Sub:



#### **INVOICE**

April 30, 2009

Invoice No 755-7

Erickson Construction L.L.C 3330 W. County Line Rd Highlands Ranch, CO. 80129

Attn: Matthew Ostrowski

Re: Windcrest Highland Ranch RB 2.1

Net 30 Days

R.C.R.I. NO.4059

#### Description of items invoiced: BALANCE OF STAIRS AND RAILS

<i>1</i> .	Original Contract Sum	\$ 1,331,460.00
<i>2</i> .	Change Order #1	\$ 20,740.00
<i>3</i> .	PENDING CHANGE ORDERS	\$ -57,449.00
4.	Contract Sum to Date	\$ 1,294,751.00
<i>5</i> .	Total Completion to Date	1,294,751.00
6.	Less Previous Invoices	1,289,881.00
<i>7</i> .	Current Amount Due Incl 3% Sales Tax	\$ 13.870.00

Current Amount Due This Invoice	\$ 13,870.00

Balance to finish

\$ 0.00

THANK YOU FOR THIS NICE ORDER.

Regional Construction Resources, Inc.

5600 Northwest Central Drive #100 Houston, TX 77092

### Invoice

Date	Invoice #
4/30/2009	755-7

P.O. No.	Terms	Project
	Net 30	755 Windcrest RB 2.1

ltém	Description	Est Amt	Prior Amt	Prior %	Qty	Rate	Curr %	Total %	Amount
202 202	Material General (Raw) Beam Penetrations in Roof Steel	730075.00 20,135.93	716609.00 20,135.92	98.16% 100.00%		13,466.00 0.01	1.84% 0.00%	100.00% 100.00%	13,466.00 0.01
	CHANGE ORDER March 10, 2009								
	> Added 1 202. (+\$20,135.92) Total change to estimate +\$20,740.00	-	-						
	CHANGE ORDER						:		
	April 8, 2009 > Added 1 202. (-\$45,859.00) Total change to estimate -\$45,859.00								
	Sales Tax	37,711.19					,1.07%	1.07%	403.98
					T	Total			13,869.99

Payments/Credits \$0.00 **Balance Due** \$13,869.99

# "EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

TO:	ERICKSON Construction, L.L.C. 703 Maiden Choice Lane	DATE: April 30,	2009	
	Baltimore, MD 21228	PROJECT: 554-RB-2.1		
m ós c	Paris and Construction Province Land	Job:	7	
FROM:	Regional Construction Resources, Inc.	APPLICANT NO: PERIOD TO:	4/30/2009	
1.	Original Contract Amount		\$ 1,331,460.00	
2.	Change Orders Issued to Date (Thru C.	O.# )	\$ INCL	PENDING CHANGE ORDERS
3.	Contract Sum to Date (Line 1	+ 2)	\$ 1,294,751.00	
4.	Total Complete and Stored to Date		\$ 1,294,751.00	
5.	Less Retainage ( 10	2%)	\$ 0.00	
6.	Total Earned to Date Retainage (Line	4-5)	\$ 1,294,751.00	
7.	Less Previous Requisitions		\$1,280,881.00	
8.	Payment Due this Period (Line 6-7)	•	\$ 13,870.00 INCL 3	% SALES TAX
SUBCO	NTRACTORS AFFIDAVIT & RELEASE	OF LIEN:		
	ersigned Subcontractor certifies: (i) that the v		auget is being submitted has be	en completed in
material (	ice with the Contract Documents; (ii) that it he for which Erickson Construction has paid pre		iii) that the amount of this invoic	e is due.
CONTR	ACTOR: By:		Date:	4/30/09
	(Officer, General Par Sergio Luciani, Preside	•		
Note:	Payment will be made for only those concluded the Change Order has been issued by Ericks additional costs or pending extras.			
iorre.			TO BE COMPLETED BY P	ROJÉCT MANAGER
NOTES:			RETAINAGE RELEASE	
			PROGRESS BILLING	
			RETAINAGE HELD	
			TOTAL AMOUNT DUE	
			PROJECT NUMBER	554-RB-2.1
			COST CODE	48400-05-1000
			APPROVED BY	
	DAYALANDA VARIAND		APPROVED DATE	
	INAL PAYMENT T COMPLETEDYESNO			
	COMPLETEDYESNO   CK DELIVEREDYESNO		FOR ACCOUNTIN	IG USE ONLY
	EOUT BOOK-DEL) YES NO		DATE RECEIVED	
HANGE O	RDERS COMPLETED YES NO		REVIEWED BY	
			EC	Sub:

SUBC	SUBCONTRACT SCHEDULE OF VALUES	LUES				PAGE	GE 1 OF 1 PAGES	SES	
onne on the	Juneonnacior: Regional Construction Resources, Inc.	Resources, Inc.				Application No:	7		
Project Name.		Highlight of the second				Application Date:	4/30/2009		
		Willia Crest RB 2.1 Highlands Kanch CO				Period From:	4/1/2009		
						Period To:	4/30/2009		
	٠					Job No:			
						Vendor No:			
	a	ပ	٥	E	Ŧ	ပ		Ξ	
			Work	c Complete		Total Complete			
tem No.	Description of Work	Scheduled Value	Previous	Work in	Stored	and Stored to		Balance to	Retainage
			Applications	Place	Materials	Date	%	Finish	
			(D+E)	this Period	(not in D or E)	(D+E+F)		(ဝ-ဝ)	-
	Detailing	117,250.00	117,250.00	00.0	00.00	117,250.00	100%	00.0	0.00
	Anchor Bolts and Embeds	60,000.00	60,000.00	0.00	00:00	00'000'09	100%	00.0	0.00
	Structural Steel	991,210.00	991,210.00	00.0	00:0	991,210.00	100%	00.00	0.00
	Miscellaneous	163,000.00	149,130.00	13,870.00	00.0			0.00	0.00
	CO # 1 Beam Penetrations	20,740.00	20,740.00	00.0	00.00	20,740.00		00.0	00.00
	PENDING CHANGE ORDERS	0.00	00.0	00.0	00.0			00 0	0.00
	DECO RAIL	-7,687.00	-7,687.00	00.0	0.00	-7.68	5	0.00	0.00
	BALCONY RAIL	-41,838.00	-41,838.00	0.00	0.00			00.0	0.00
	ELEV. PIT LADDERS	-400.00	400.00	00.0	00.0		L	00.0	0.00
	FIELD BOLTS	-7,524.00	-7,524.00	00.0	00.0	-7,524.00	%0	00.0	00.0
		00.0	00.0	00.0	00.0		%0	00.0	00.0
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		0.00	0.00	0.00	00'0		%0	00.0	0.00
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		00.0	0.00	00.0	00'0	00.0	%0	00.0	0(
12		00.0	0.00	00.0	00'0	0.00	%0	00.0	0.00
2		00.0	0.00	00'0	00'0	00:00	%0	00.0	0.00
4		0.00	0.00	0.00	00'0		%0	00.00	0.00
15		0.00	0.00	00.00			%0 c	00.0	00.0
9		00.0	00:0	00.0			%0 0	00.0	0.00
17		0.00	00.0	00.0	-		%0	00.0	00.0
82		00:0	00'0	00.00	00'0		%0 0	00.00	0.00
9		0.00	00.0	00.0		0.00	%0 C	00.00	00.0
ຂ		0.00	0.00	0.00				00'0	00'0
<u>.</u>		0.00	0.00	00:00		0.00	%0 C	00.0	00'0
TOTAL		1,294,751.00	1,280,881.00	13,870.00	00'0	1,294,751.00	100.	00'0	00'0

#### "EXHIBIT "E"

## CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

COUNTY OF: HARRIS	Original Contract Amount:         \$ \$1,331,480.00           Approved Change Orders:         \$ \$36,709.00           Adjusted Contract Amount:         \$ \$1,294,751.00           Complete to Date:         \$ \$1,294,751.00           Retention:         \$ \$0.00           Total Earned (Less Retention)         \$ \$1,294,751.00
	Previous Payments: \$\$1,280,881.00  Current Payment: \$\$13,870.00  Contract Balance: \$\$0.00
то:	_(Title Insurer) _(Lender) _(Owner) _(Contractor)
The UNDERSIGNED being duly sworn states that he	is the President (title)
of Regional Construction Resources, Inc. (firm) who h	as a contract with <u>Erickson Construction L.L.C.</u>
for furnishing Structural and Miscellaneous Steel and En	action for the improvements being erected on
real estate known and identified as Wind Crest RB 2.1	located in Highlands Ranch
County, State of CO and owned by	
DOLLARS( \$13,870.00) in payment of invoice or applicat and other good and claims of right of lien on the aforement	ntioned property and improvements thereon, and on monies of labor or services, materials, fixtures or apparatus heretofore
other sums are claimed, that all laborers, subcontractors, due and all current sums due out of this payment and that entitled to claim or assert any claim against the above defumished to or for the account of the undersigned. (Upon	the contract status set forth above is an accurate statement and no and suppliers employed by him have been paid all sums previously thone of such labors, subcontractors or suppliers is or will be scribed real estate or the improvements thereon for labor or materials request, the undersigned shall list the name of each of his status, in CTI form F-3926- Contractors and Subcontractors divers from said parties).
Signed this 30TH day of APRIL 2009	Regional Construction Resources, Inc. Contractor/Supplier/Subcontractor
	By:  Sergio Luciani, President  Sergio Luciani, President
signed and swom to before me this 30TH day of APRIL 2	Sergio Luciani, President
My commission Expires: 6-16-2011	Stacy A. Lewcun, Notary Public Stacy A. Lewcun, Notary Public Stacy A. Lewcun, Notary Public Stacy A. Lewcun, Notary Public Stacy A. Lewcun, Notary Public Stacy A. Lewcun, Notary Public Stacy A. Lewcun, Notary Public Stacy A. Lewcun, Notary Public Stacy A. Lewcun, Notary Public Stacy A. Lewcun, Notary Public Stacy A. Lewcun, Notary Public Stacy A. Lewcun, Notary Public Stacy A. Lewcun, Notary Public Stacy A. Lewcun, Notary Public Stacy A. Lewcun, Notary Public Stacy A. Lewcun, Notary Public Stacy A. Lewcun, Notary Public Stacy A. Lewcun, Notary Public Stacy A. Lewcun, Notary Public Stacy A. Lewcun, Notary Public Stacy A. Lewcun, Notary Public Stacy A. Lewcun, Notary Public Stacy A. Lewcun, Notary Public Stacy A. Lewcun, Notary Public Stacy A. Lewcun, Notary Public Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A. Lewcun Stacy A
Page 1 of 1	Stacy A. Lewcun, Notary Public Start Piges Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start Start

# AIA DOCUMENT G702 Windcrest RB 2.1 PLICATION AND CERTIFICATION FOR PAYMENT VIA ARCHITECT: PROJECT: 5600 Northwest Central Drive, Ste. 100 Regional Construction Resources ERICKSON Construction, L.L.C. 703 Maiden Choice Lane Baltimore, MD 21228 Houston, TX 77092 VTRACT FOR: Structural Steel OM CONTRACTOR:

CONTRACTOR OF 1 PAGES ARCHITECT Distribution to: OWNER PAGE 1 PERIOD TO: 4/30/09 APPLICATION No: PROJECT No:

ONTRACTOR'S APPLICATION FOR PAYMENT	lication is made for payment, as shown below, in connection with the Contract	innuation Sheet, AIA Document G703, is attached.
NTRAC	ication is made	nuation Sheet,

1,331,460.00   1,331,460.00   1,331,460.00   1,331,460.00   1,331,460.00   1,336,709.00   1,336,709.00   1,336,709.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,294,751.00   1,29
a. of Completed Work
b. of Stored Material

\$0.00	21 294 7	00.1014.044		(\$1.280.881.00)	1	12,	30.00	
Total in Column 1 of G703)	OTAL EARNED LESS RETAINAGE	(Line 4 Less Line 5 Total)	ESS PREVIOUS CERTIFICATES FOR	PAYMENT (Line 6 from prior Certificate)	URRENT PAYMENT DUE INCLUDES 3% SALES TAX	ALANCE TO FINISH, INCLUDING RETAINAGE	(Line 3 less Line 6)	(n attir con a attir)

- (Attach	_	`		This Cer	,	1
DEDUCTIONS		80.00	\$0.00	00'0\$		
ADDITIONS		\$0.00	\$0.00	\$0.00	\$0.00	
CHANGE ORDER SUMMARY	otal changes approved	1 previous months by Owner	otal approved this Month	OTALS	ET CHANGES by Change Order	

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

CONTRACT DATE:

# CONTRACTOR:

Sergio Luciani, President State of:  State of:  Sergio Luciani, President
Subscribed and sworth Melofe, me this 30 day of Ask and sworth Melofe, me this
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My Commission expires: 6/1600111 2
A REEL MINISTER
ARCHITECT'S CERTIFICATE POR PAYMENT
In accordance with the Contract Documents, based on on-site owervarious and the data
comprising the application, the Architect certifies to Mer 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 enritted to
payment of the AMOUNT CERTIFIED.

# AMOUNT CERTIFIED ......\$

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

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.
By:	This Certificate is not neg	Contractor named herein.	prejudice to any rights of t

OCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20008-5292

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#### **INVOICE**

April 15, 2009

Invoice No 755-6

Erickson Construction L.L.C 3330 W. County Line Rd Highlands Ranch, CO. 80129

Attn: Matthew Ostrowski

Re: Windcrest Highland Ranch RB 2.1

Net 30 Days

R.C.R.I. NO.4050

#### Description of items invoiced:

1.	Original Contract Sum	S	1,331,460.00
<i>2</i> .	Change Order #1	S	20,740.00
<i>3</i> .	PENĎING CHANGE ORDERS	\$	-57,449.00
4.	Contract Sum to Date	S	1,294,751.00
<i>5</i> .	Total Completion to Date		1,280,881.00
6.	Less Previous Invoices		1,189,200.00
<i>7</i> .	Current Amount Due Incl 3% Sales Tax	\$	91,681.00

	T		
Current Amount Due This Invoice	<b>S</b>	91.681.00	i
	Ψ.	71,001.00	

Balance to finish

\$ 13,870.00

THANK YOU FOR THIS NICE ORDER.

	PAG	Application No:	Application Date:		Period To: 4/30/2009	Job No:	Vendor No:		Work Complete Total Complete	Stored	ons Place Materials Date % Finish	(U+E) this Period (not in D	117,250.00	60,000.00 0.00 0.00 60,000.00 100% 0.00	991,210.00 0.00 0.00 991,210.00 100% 0.00	91% 13.870.00	20,740.00 20,740.00 0.00 0.00 20,740.00 100% 0.00	0.00 0.00 0.00 0.00 0.00	-7,687.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	0.00 100% 0.00	-400.00 0.00 -400.00 100%	<b>-7,524.00</b> 0.00 -7,524.00 0% 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	00.0 00.0 00.0 00.0	00.00	00.0 00.0 00.0 00.0	0.00 0.00 0.00	0.00 0.00 0.00 00.0	0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00		0.00 0.00 0.00 0.00	
S	Sources, Inc.		hlands Ranch CO							<u> </u>	Applications	_																										
SUBCONTRACT SCHEDULE OF VALUES	Subcontractor: Regional Construction Resources. Inc.		ne: Wind Crest RB 2.1 Highlands Ranch CO					В	_	Description of Work		Detailing	Billian Caronical	Anctior Bolts and Embeds	Suuctural Steel	Miscellaneous	CO # 1 Beam Penetrations	PENDING CHANGE ORDERS	DECO RAIL	BALCONY RAIL	ELEV. PIT LADDERS	FIELD BOLTS																
SUBCC	Subcontrac		Project Name:	·				₹		Item No.		1						9					,	80 (	6	10	=	71,	2;	4 ;	415	119	֓֡֝֝֝֝֓֜֜֝֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֡֓֜֓֓֓֓֓֓֡֓֜֜֓֓֡֓֡֓֜֓֡֓֜֓֡֓֡֓֡֓֜֡֓֜		18	19	70	<u> </u>

\_ Sub: \_

# "EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

	ERICKSON Construction, L.L.C. 703 Maiden Choice Lane	DATE:	April 15, 2009				
	Baltimore, MD 21228	PROJECT: 554	I-RB-2.1				
FROM:	Regional Construction Resources, Inc.	Job: APPLICANT N	· O.	,			
TROM.	Regional Constitution Resources, mc.	PERIOD TO:	O;	4/30/2009		<del>-</del>	
1.	Original Contract Amount		\$	1,331,460.00		<del>- [</del>	
2.	Change Orders Issued to Date (Thru C.	.0.#)	\$	-36,709.00	INCL PEND	ING CHANC	E ORDERS
3.	Contract Sum to Date (Line 1	+ 2)	· <b>S</b>	1,294,751.00			
4.	Total Complete and Stored to Date		\$	1,280,881.00			
5.	Less Retainage ( 10	<u>)</u> %)	S	0.00			
6.	Total Earned to Date Retainage (Line	4-5)	\$	1,280,881.00	•		
7.	Less Previous Requisitions		\$	-1,189,200.00			
8.	Payment Due this Period (Line 6-7)		<b>. s</b> _		NCL 3% SALI	ES TAX	
SURCON	TRACTORS AFFIDAVIT & RELEASE	OF LIEN.		· · · · · · · · · · · · · · · · · · ·	<u>.</u>		
The under	rsigned Subcontractor certifies: (i) that the was with the Contract Documents; (ii) that it has a subject to the contract Documents.	as paid its emplov	ees, sub-contract	ors and material s	sunnliers for all	work and	
accordanc	or which Erickson Construction has paid pre	evious requests for	payment: (iii) tha	t the amount of this	s invoice is due	·-	
accordano naterial fo	ACTOR: By:  (Officer, General Par	tner, or Owner)	payment: (iii) tha	t the amount of this	4/15/09		
accordano naterial fo	ACTOR: By:	tner, or Owner)	payment: (iii) tha				
naterial fo	ACTOR: By:  (Officer, General Par Sergio Luciani, Presider  Payment will be made for only those cost Change Order has been issued by Erickst	tner, or Owner)	payment: (iii) tha	Date: Original Contract:	4/15/09	which a	
accordant naterial fo	ACTOR: By:  (Officer, General Par Sergio Luciani, Presider Payment will be made for only those cos	tner, or Owner)	payment: (iii) tha	Date: Original Contract:	4/15/09 amount or for v tstanding claim	which a	
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# "EXHIBIT "E"

# CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

STATE OF: TEXAS COUNTY OF: HARRIS	Original Contract Amount: Approved Change Orders: Adjusted Contract Amount Complete to Date: Retention:	\$ \$1,331,460.00 \$ -\$36,709.00 \$ \$1,294,751.00 \$ \$1,280,881.00 \$ \$0.00	INCL PENDING CHANGE	ORDERS
,	Total Earned (Less Retention) Previous Payments: Current Payment: Contract Balance:	\$ \$1,280,881.00 \$ -\$1,189,200.00 \$ \$91,681.00 \$ \$13,870.00	INCL. 3% SALES TAX	
ТО:	(Title Insurer) (Lender) (Owner) (Contractor)			
The UNDERSIGNED being duly sworn states that he	e is the President (title)			
of Regional Construction Resources, Inc. (firm) who had	nas a contract with Erickson Con	nstruction L.L.C.		
for furnishing Structural and Miscellaneous Steel and Er	rection for the improvements bei	ng erected on		
real estate known and identified as Wind Crest RB 2.1	located in Highlands Ranch			
County, State of CO and owned by			•	
DOLLARS( \$91,681.00) in payment of invoice or applica and other good and claims of right of lien on the aforeme or other consideration due or to become due on account furnished prior to	intioned property and improvement of labor or services, materials, firm stated above.  the contract status set forth above and suppliers employed by him.	xtures or apparatus hereto ve is an accurate statemer	nt and no	
due and all current sums due out of this payment and that entitled to claim or assert any claim against the above des furnished to or for the account of the undersigned. (Upon subcontractors, and suppliers, with contract and payment Affidavit, attach same hereto and upon request furnish wa	scribed real estate or the improvence request, the undersigned shall a status, in CTI form F-3926- Con	ements thereon for labor o	r materials	
Signed this 15TH day of APRIL 2009	Regional Construction Contractor/Supplier/S  By: Sergio Luciani, Presion	Subcontractor	-	
signed and swom to before me this 15TH day of APRIL 2			muitillifie.	
Ny commission Expires: 6-16-2011	Stacy 4. Lewcun,	, Notary Public	HINGTARY A CENTRAL OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROP	
Page 1 of 1	EC	Notary Public	CF OF TEXAS	

# APPLICATION AND CERTIFICATION FOR PAYMENT

OWNER: ERICKSON Construction 1 1		
703 Maiden Choice Lane Baltimore, MD 21228	PROJECT:	
ROM CONTRACTOR: Regional Construction Resources	VIA ARCHITECT:	Windcrest RB 2.1 PERIOD TO: 4/30/09
5600 Northwest Central Drive, Ste. 100 Houston, TX 77092 DNTRACT FOR: Structural Steel	a, Ste. 100	PROJECT No:
ONTRACTOR'S APPLICATION FOR	TION FOR PAYMENT	CONTRACT DATE:
plication is made for payment, as shown below, in connection with the Contract, ntinuation Sheet, AIA Document G703, is attached.	in connection with the Contract.	The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Amiliania Contractor's knowledge,
ORIGINAL CONTRACT SUM Net change by Change Orders	1,331,460,00	
CONTRACT SUM TO DATE (Line 1 ± 2).  TOTAL COMPLETED & STORED TO DATE  (Column G on G703)  RETAINAGE.	<b>S</b>	CONTRACTOR:
a. of Completed Work (Column D + E on G703)	80.00	State of: TEXAS County of HARRIS
b. of Stored Material. (Column F on G703) Total Retainage (Lines 5a + 5b) or		11/1
)	\$0.00	ARCHITECT'S CERTIFICATE BOR PANT
(Line 4 Less Line 5 Total) LESS PREVIOUS CERTIFICATES FOR		comprising the application, the Architect certifies to the Bondard to the best of the Architect's knowledge, information and belief to use the comprise to the best of the
CURRENT PAYMENT DUE INCLUDES 3% SALES TAX	SALES TAX. \$91,681,000 NAGE \$13,870,00	of the Work is in accordance with the Contract Documents, and the Contract of the AMOUNT CERTIFIED.
(Line 3 less Line 6)		AMOUNT CERTIFIED\$
CHANGE ORDER SUMMARY	ADDITIONS DEDUCTIONS	(Attach explanation if amount certified differs from the amount ormitied tritted at
n previous months by Owner	00.08	Application and on the Continuation Sheet that are changed to conform to the amount certified.)
Otal-approved-this-Month	80.00	By:
01010	\$0.00	This Certificate is not negotiable. The AMOUNT CERTIFIED is nameble and to the
VET CHANGES by Change Order	\$0.00	Contractor named herein. Issuance, payment and acceptance of payment are without
		Project to any rights of the Owner of Contractor under this Contract

. DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5282



# **INVOICE**

March 23, 2009

Invoice No 755-5

Erickson Construction L.L.C 3330 W. County Line Rd Highlands Ranch, CO. 80129

Attn: Matthew Ostrowski

Re: Windcrest Highland Ranch RB 2.1

Net 30 Days

R.C.R.I. NO.4040

# Description of items invoiced:

<i>1</i> .	Original Contract Sum	S	1,331,460.00
<i>2</i> .	Change Order #1	S	0.00
<i>3</i> .	Contract Sum to Date	\$	1,331,460.00
<i>4</i> .	Total Completion to Date		1,189,200.00
<i>5</i> .	Less Previous Invoices	\$	727,910.00
<b>6.</b>	Current Amount Due Incl 3% Sales Tax	\$	461,289.20
	Dutes 1 ux	Ψ	701,207.20

Current Amount Due This Invoice

\$ 461,289.20

Balance to finish

\$ 163,000.00

THANK YOU FOR THIS NICE ORDER.

0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 Retainage 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 163,000.00 0.00 163,000.00 Balance to Finish (C-G) PAGE 1 OF 1 PAGES 87.95% 100% 100% 100% %% 3/23/2009 3/31/2009 3/1/2009 % 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 117,250.00 0.00 0.00 1,189,200.00 00.000,09 991,210.00 20,740.00 Application Date: Total Complete and Stored to Application No: (D+E+F) Period From: Vendor No: Period To: Job No: 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 (not in D or E) Materials Stored 0.00 0.0 0.00 0.00 0.00 0.00 0.00 0.00 461,289.20 0.00 440,549.20 20,740.00 this Period Work Complete Work in Place 0.00 0.00 0.00 0.00 0.00 0.00 727,910.80 60,000.00 550,660.80 Applications 117,250.00 Previous (D+E) 0.00 0.00 0.00 0.00 0.00 1,352,200.00 60,000,00 991,210.00 163,000.00 20,740.00 Wind Crest RB 2.1 Highlands Ranch CO Scheduled Value bcontractor: Regional Construction Resources, Inc. ပ SUBCONTRACT SCHEDULE OF VALUES Anchor Bolts and Embeds CO # 1 Beam Penetrations **Description of Work** Structural Steel B Miscellaneous Detailing oject Name: in No. TAL

# "EXHIBIT "E"

# CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

STATE OF: TEXAS	Original Contract Amount: \$ \$\\ \\$1,331,460.00 \\ Approved Change Orders: \$\\ \\$20,740.00 \\
COUNTY OF: HARRIS	Adjusted Contract Amount Complete to Date: Retention:  Total Earned (Less Retention) Previous Payments: Current Payment: Contract Balance:  \$ 1,189,200.00 \$ 1,189,200.00 \$ 1,189,200.00  \$ 1,189,200.00    NCL. 3% SALES TAX
TO:	_(Title Insurer) _(Lender) _(Owner) _(Contractor)
The UNDERSIGNED being duly swom states that h	e is the President (title)
of Regional Construction Resources, Inc. (firm) who	has a contract with <u>Erickson Construction L.L.C.</u>
for furnishing Structural and Miscellaneous Steel and E	rection for the improvements being erected on
real estate known and identified as Wind Crest RB 2.1	located in Highlands Ranch
County, State of CO and owned by	
and other good and claims of right of lien on the aforem or other consideration due or to become due on accoun furnished prior to, 2008, except for the retention.  The UNDERSIGNED, respectfully warrants that other sums are claimed, that all laborers, subcontractors due and all current sums due out of this payment and the entitled to claim or assert any claim against the above defurnished to or for the account of the undersigned. (Upon to the constant of the undersigned.)	the contract status set forth above is an accurate statement and no, and suppliers employed by him have been paid all sums previously at none of such labors, subcontractors or suppliers is or will be escribed real estate or the improvements thereon for labor or materials in request, the undersigned shall list the name of each of his t status, in CTI form F-3926- Contractors and Subcontractors
Signed this 23RD day of MARCH 2009	Regional Construction Resources, Inc. Contractor/Supplier/Subcontractor  By: Sergio Lucialii, President
signed and sworn to before me this, 23RD day of MARC	Stacy A. Lewcun, Notary Public  Stacy A. Lewcun, Notary Public  6-16-201
My commission Expires: 6-16-2011	Stacy A. Lewcun, Notary Public  Stacy A. Lewcun, Notary Public  6-16-201
Page 1 of 1	The state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s
	EC Sub:

# "EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

FROM:	ERICKSON Construction, L.L.C. 703 Maiden Choice Lane Baltimore, MD 21228 Regional Construction Resources, Inc.	PROJECT: 554-RB-2.1 Job: APPLICANT NO: PERIOD TO:	5 3/31/2009	
1.	Original Contract Amount		\$ 1,331,460.00	
2.	Change Orders Issued to Date (Thru C	C.O.# )	\$20,740.00	
3.	. Contract Sum to Date (Line 1	+ 2)	\$ 1,352,200.00	
4.	Total Complete and Stored to Date		\$ 1,189,200.00	
5.	Less Retainage (1	<u>0</u> %)	\$0.00	
6.	Total Earned to Date Retainage (Line	e 4-5)	\$ 1,189,200.00	
7.	Less Previous Requisitions		\$ -727,910.80	
8.	Payment Due this Period (Line 6-7)		\$461,289.20 INCL 3%	SALES TAX
accordan	ersigned Subcontractor certifies: (i) that the ce with the Contract Documents; (ii) that it for which Erickson Construction has paid pr	has paid its employees, sub-c	contractors, and material suppliers	for all work and
CONTR	ACTOR: By:  (Officer, General Pa Sergio Luciani, Preside Payment will be made for only those co Change Order has been issued by Erick	ent osts which are included as par	rt of the Original Contract amount	or for which a g claims for
	(Officer, General Pa Sergio Luciani, Preside Payment will be made for only those co	ent osts which are included as par	rt of the Original Contract amount use provide a list of any outstanding	or for which a g claims for
CONTR	Officer, General Pa Sergio Luciani, Preside Payment will be made for only those co Change Order has been issued by Erick	ent osts which are included as par	rt of the Original Contract amount use provide a list of any outstanding  TO BE COMPLETED BY PR	or for which a g claims for
CONTR Note:	Officer, General Pa Sergio Luciani, Preside Payment will be made for only those co Change Order has been issued by Erick	ent osts which are included as par	rt of the Original Contract amount use provide a list of any outstanding  TO BE COMPLETED BY PRETAINAGE RELEASE	or for which a g claims for
CONTR Note:	Officer, General Pa Sergio Luciani, Preside Payment will be made for only those co Change Order has been issued by Erick	ent osts which are included as par	rt of the Original Contract amount use provide a list of any outstanding  TO BE COMPLETED BY PR  RETAINAGE RELEASE  PROGRESS BILLING	or for which a g claims for
CONTR Note:	Officer, General Pa Sergio Luciani, Preside Payment will be made for only those co Change Order has been issued by Erick	ent osts which are included as par	TO BE COMPLETED BY PR  RETAINAGE RELEASE  PROGRESS BILLING  RETAINAGE HELD	or for which a g claims for
CONTR Note:	Officer, General Pa Sergio Luciani, Preside Payment will be made for only those co Change Order has been issued by Erick	ent osts which are included as par	TO BE COMPLETED BY PR  RETAINAGE RELEASE  PROGRESS BILLING  RETAINAGE HELD  TOTAL AMOUNT DUE	or for which a g claims for  OJECT MANAGER
CONTR Note:	Officer, General Pa Sergio Luciani, Preside Payment will be made for only those co Change Order has been issued by Erick	ent osts which are included as par	TO BE COMPLETED BY PR  RETAINAGE RELEASE  PROGRESS BILLING  RETAINAGE HELD	or for which a g claims for
CONTR Note:	Officer, General Pa Sergio Luciani, Preside Payment will be made for only those co Change Order has been issued by Erick	ent osts which are included as par	TO BE COMPLETED BY PR  RETAINAGE RELEASE  PROGRESS BILLING  RETAINAGE HELD  TOTAL AMOUNT DUE  PROJECT NUMBER	or for which a g claims for  OJECT MANAGER  554-RB-2.1
CONTR. Note:	(Officer, General Pa Sergio Luciani, Preside Payment will be made for only those of Change Order has been issued by Erick additional costs or pending extras.	ent osts which are included as par	TO BE COMPLETED BY PR RETAINAGE RELEASE PROGRESS BILLING RETAINAGE HELD TOTAL AMOUNT DUE PROJECT NUMBER COST CODE	or for which a g claims for  OJECT MANAGER  554-RB-2.1
Note: NOTES:	(Officer, General Pasergio Luciani, Preside Payment will be made for only those of Change Order has been issued by Erick additional costs or pending extras.  INAL PAYMENT	ent osts which are included as par	TO BE COMPLETED BY PRETAINAGE RELEASE PROGRESS BILLING RETAINAGE HELD TOTAL AMOUNT DUE PROJECT NUMBER COST CODE APPROVED BY APPROVED DATE	or for which a g claims for  OJECT MANAGER  554-RB-2.1 48400-05-1000
Note: NOTES:	(Officer, General Pasergio Luciani, Preside Payment will be made for only those of Change Order has been issued by Erick additional costs or pending extras.  INAL PAYMENT TOMPLETED YES NO	ent osts which are included as par	TO BE COMPLETED BY PR  RETAINAGE RELEASE  PROGRESS BILLING  RETAINAGE HELD  TOTAL AMOUNT DUE  PROJECT NUMBER  COST CODE  APPROVED BY	or for which a g claims for  OJECT MANAGER  554-RB-2.1 48400-05-1000
Note: NOTES:  F JNCH LIST ARRANTY TIC STOCE	(Officer, General Pa Sergio Luciani, Preside Payment will be made for only those of Change Order has been issued by Erick additional costs or pending extras.  INAL PAYMENT T COMPLETEDYESNOYESNOYESNO	ent osts which are included as par	TO BE COMPLETED BY PRETAINAGE RELEASE PROGRESS BILLING RETAINAGE HELD TOTAL AMOUNT DUE PROJECT NUMBER COST CODE APPROVED BY APPROVED DATE	or for which a g claims for  OJECT MANAGER  554-RB-2.1 48400-05-1000

EC\_\_\_\_\_ Sub: \_

Total in Column I of G703)	5. RETAINAGE:  a. of Completed Work	1. ORIGINAL CONTRACT SUM       1,331,460.00         2. Net change by Change Orders       \$20,740.00         3. CONTRACT SUM TO DATE (Line 1 ± 2)       \$1,352,200.00         4. TOTAL COMPLETED & STORED TO DATE       1,189,200.00         (Column G on G703)       1,189,200.00	CONTRACTOR'S APPLICATION FOR PAYMENT Application is made for payment, as shown below, in connection with the Contract. 'nntinuation Sheet, AIA Document G703, is attached.	Houston, TX 77092 CONTRACT FOR: Structural Steel	Regional Construction Resources 5600 Northwest Central Drive, Ste. 100	FROM CONTRACTOR: VIA ARCHITECT:	10 OVANER: ERICKSON Construction, L.L.C. 703 Maiden Choice Lane PROJECT: Baltimore MD 21228	ID
ARCHITECT'S CERTIFICATE POR PAYMENT In accordance with the Contract Documents, basic the All Policy Busices and the data comprising the application, the Architect certification and belief the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.	State of: TEXAS Subscribed and ayorn to before me this Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Public March Notary Publ	in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.  CONTRACTOR:	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.	CONTRACT DATE:	DRO IECT NO.	WINDCREST RB 2.1  PERIOD TO: 3/23/09  ARCHITECT  CONTRACTOR	APPLICATION No: 5 Dist	AIA DOCUMENT G702 PAGE 1 OF 1 PAGES

NET CHANGES by Change Order

\$0.00

\$0.00

\$0.00 \$0.00

ARCHITECT:

(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 to the amount certified.)

By:

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.

in previous months by Owner
Total approved this Month
TOTALS

Total changes approved

CHANGE ORDER SUMMARY

ADDITIONS

DEDUCTIONS

March Molecula

N N	SI IBCONTBACT SCHEMING TO SERVICE					_		•	
Subcontr	Subcontractor: Regional Construction B	ALUES	v				PAGE 4 DE 4 BAGES		
		ii resources, inc.				Application No:	4	220	
Project Name:	ame: Wind Crest RB 2.1 Highlands	Highlands Ranch CO				Sate:	2/19/2009		
						Period From:	1/1/2009		
						Period To:	2/28/2009		
A	0				•	Job No:			
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			Applications	Place	Materials	Date	%	Dalance to	Ketainage
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4,	Anchor Boits and Embeds	80,000.00	80,000,00		0.00	117,250.00	100%	000	000
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12		0.00	00.0	00.0	000	0.00	%0	0.00	0.00
18		0.00	0.00	00.0	800	0.00	%0	0.00	0.00
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REGIONAL CONSTRUCTION RESOURCES, INC.

5600 NW Central Drive, Ste 100, Houston, TX 77092 (713) 789-5131 FAX (713) 789-5575

# **INVOICE**

February 20, 2009

Invoice No 755-4REV

Erickson Construction L.L.C 3330 W. County Line Rd Highlands Ranch, CO. 80129

Attn: Matthew Ostrowski

Re: Windcrest Highland Ranch RB 2.1

Net 30 Days

R.C.R.I. NO.

# Description of items invoiced:

<i>1</i> .	Original Contract Sum	\$ 1,331,460.00
<i>2</i> .	Change Order #1	\$ 0.00
<i>3</i> .	Contract Sum to Date	\$ 1,331,460.00
4.	Total Completion to Date	\$ 727,910.80
<i>5</i> .	Less Previous Invoices	\$ 464,701.00
<i>6</i> .	Current Amount Due Incl 3% Sales Tax	\$ 263,209.80

Current Amount Due This Invoice	\$ 263,209.80

Balance to finish

\$ 603,549.20

THANK YOU FOR THIS NICE ORDER.

# "EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

TO:	ERICKSON Construction, L.L.C. 703 Maiden Choice Lane	DATE: February 19,	2009		
	Baltimore, MD 21228	PROJECT: 554-RB-2.1 Job:			
FROM:	Regional Construction Resources, Inc.	APPLICANT NO: PERIOD TO:	4rev 2/28/2009		
1.	Original Contract Amount	-	\$ 1,331,460.00		
2.	Change Orders Issued to Date (Thru C	C.O. # )	\$0.00		
3.	Contract Sum to Date (Line 1	+2)	\$1,331,460.00		
4.	Total Complete and Stored to Date		\$ 727,910.80		
5.	Less Retainage (1	<u>0</u> %)	\$0.00		
6.	Total Earned to Date Retainage (Line	e 4-5)	\$ 727,910.80		
7.			\$464,701.00		:
8.			\$ <u>263,209.80</u> IN	CL 3% SALES	TAX
•	for which Erickson Construction has paid p  ACTOR: By:		Date:	2/19/09	· · · · · · · · · · · · · · · · · · ·
	(Officer, General P				
	Sergio Luciani, Presid	епт			1
Note:	Payment will be made for only those or Change Order has been issued by Eric additional costs or pending extras.	osts which are included as parkson Construction L.L.C. Plea	rt of the Original Contract a ase provide a list of any outs	mount or for what standing claims t	ich a for
	additional costs of pending extras.		TO BE COMPLETED	BY PROJECT M	ANAGER
VOTES:			RETAINAGE RELEA	SE	
			PROGRESS BILLING		
			RETAINAGE HELD	<del>-</del>	
			TOTAL AMOUNT DU	ле _	
			PROJECT NUMBER	. 5:	54-RB-2.1
			COST CODE	48	3400-05-1000
			APPROVED BY		
			APPROVED DATE		
	FINAL PAYMENT  ST COMPLETEDYESNO				
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	603 540 20	54 67%	727.910.80	0.00	263,209.80	464,701.00	1,331,460.00	-	TOTAL
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	0.00	%0	0.00	0.00	0.00	0.00	0.00		12
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	0.00	%0	0.00	0.00	0.00	0.00	0.00		9
	0.00	%0	0.00	0.00	0.00	0.00	0.00		8
	0.00	%0	0.00	0.00	0.00	0.00	0.00		7
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	0.00	%0	0.00	0.00	0.00	0.00	0.00		5
	163,000.00	%0	0.00	0.00	0.00	0.00	163,000.00	Miscellaneous	4
	440,549.20	56%	550,660.80	0.00	263,209.80	287,451.00	991,210.00	Structural Steel	3
	0.00	100%	60,000.00	0.00	0.00	60,000.00	60,000.00	Anchor Bolts and Embeds	2 /
	0.00	100%	117,250.00	0.00	0.00	117,250.00	117,250.00	Detailing	3
	(C-G)		(D+E+F)	(not in D or E)	this Period	(D+E)			
	Finish	%	Date	Materials	Place	Applications			
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			Total Complete			Work			
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		2/28/2009							
		1/1/2009	Period From:				lighlands Ranch CO	ne: Wind Crest RB 2.1 Highlands Ranch CO	Project Name:
		2/19/2009	Application Date:						
		4rev	Application No:				Resources, Inc.	Subcontractor: Regional Construction Resources, Inc.	Subcontrac
	ES	PAGE 1 OF 1 PAGES	PAG				LUES	SUBCONTRACT SCHEDULE OF VALUES	SUBCC
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# "EXHIBIT "E"

# CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

COUNTY OF: HARRIS  TO:	Approved Change Orders: \$ \$0.00  Adjusted Contract Amount Complete to Date: \$ \$727,910.80  Retention: \$ \$0.00  Total Eamed (Less Retention) \$ \$727,910.80  Previous Payments: \$ -\$464,701.00  Current Payment: \$ \$263,209.80  Contract Balance: \$ \$603,549.20  (Title Insurer) (Lender)	INCL. 3% SALES T.
	(Owner) (Contractor)	
The UNDERSIGNED being duly swom states that he		
of Regional Construction Resources, Inc. (firm) who leads to the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the c		
for furnishing Structural and Miscellaneous Steel and E	rection for the improvements being erected on	
real estate known and identified as Wind Crest RB 2.1	located in Highlands Ranch	
County, State of CO and owned by	<u> </u>	
and other good and claims of right of lien on the aforeme or other consideration due or to become due on account furnished prior to	t of labor or services, materials, fixtures or apparatus h on stated above.  t the contract status set forth above is an accurate state, and suppliers employed by him have been paid all su at none of such labors, subcontractors or suppliers is o escribed real estate or the improvements thereon for la	eretofore ement and no ms previously r will be bor or materials
subcontractors, and suppliers, with contract and paymen Affidavit, attach same hereto and upon request furnish w	nt status, in CTI form F-3926- Contractors and Subcont	ractors
Signed this 19 th day of FEBRUARY 2009	Regional Construction Resources, Inc. Contractor/Supplier/Subcontractor	<del></del>
	By: Sergio Luciani, President	<u> </u>
signed and sworn to before me this 19th day of FEBRU		
My commission Expires: 6-16-2011	Stacy A. Lewcun, Notary Public	<u> </u>
Page 1 of 1		1
·	EC Sub:	

### CONTRACTOR PAGE 1 OF 1 PAGES ARCHITECT (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 to the amount certified.) Architect's knowledge, information and belief the Work has progressed as indicated, the quality in accordance with the Contract Documents, that all amounts have been paid by the Contractor Distribution to: OWNER information and belief the Work covered by this Application for Payment has been completed of the Work is in accordance with the Contract Documents, and the Contractor is entitled to for Work for which previous Certificates for Payment were issued and payments received In accordance with the Contract Documents, based on on-site observations and the data This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the comprising the application, the Architect certifies to the Owner that to the best of the The undersigned Contractor certifies that to the best of the Contractor's knowledge, ARCHITECT'S CERTIFICATE FOR PAYMENT 19-Feb-09 HARRIS February 4REV from the Owner, and that current payment shown herein is now due. PERIOD TO: 2/19/09 19 day of Date: County of: CONTRACT DATE: APPLICATION No: AIA DOCUMENT G702 PROJECT No: AMOUNT CERTIFIED ......\$ 6/16/2011 Subscribed and sworn to before me this payment of the AMOUNT CERTIFIED By: Sergio Luciani, President TE My Commission expires: Windcrest RB 2.1 CONTRACTOR ARCHITECT Notary Public: PLICATION AND CERTIFICATION FOR PAYMENT 1,331,460.00 VIA ARCHITECT: \$1,331,460.00 727,910.80 \$0.00 (\$464,701.00) 20.00 \$727,910.80 \$263,209.80 \$0.00 \$603,549.20 DEDUCTIONS NTRACTOR'S APPLICATION FOR PAYMENT PROJECT: ation is made for payment, as shown below, in connection with the Contract. TAL EARNED LESS RETAINAGE.... . . . . . . . . . . . . . . . . . . . NTRACT SUM TO DATE (Line 1 ± 2).... GINAL CONTRACT SUM..... change by Change Orders...... Total in Column I of G703) ...... RRENT PAYMENT DUE INCLUDES 3% SALES TAX...... LANCE TO FINISH, INCLUDING RETAINAGE..... \$0.00 \$0.00 \$0.00 \$0.00 ADDITIONS 5600 Northwest Central Drive, Ste. 100 AYMENT (Line 6 from prior Certificate) ....... Regional Construction Resources uation Sheet, AIA Document G703, is attached. ERICKSON Construction, L.L.C. FAL COMPLETED & STORED TO DATE of Completed Work ..... 3S PREVIOUS CERTIFICATES FOR 703 Maiden Choice Lane CHANGE ORDER SUMMARY Total Retainage (Lines 5a + 5b) or Baltimore, MD 21228 Houston, TX 77092 RACT FOR: Structural Steel of Stored Material. . . a. Ot Column D + E on G703) (Line 4 Less Line 5 Total) b. Ot Column F on G703) evious months by Owner (Line 3 less Line 6) al approved this Month A CONTRACTOR: Column G on G703) al changes approved **FAINAGE**:

CUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Contractor named herein. Issuance, payment and acceptance of payment are without

prejudice to any rights of the Owner or Contractor under this Contract.

\$0.00

CHANGES by Change Order



# **INVOICE**

December 19, 2008

Invoice No 755-3REV

Erickson Construction L.L.C 3330 W. County Line Rd Highlands Ranch, CO. 80129

Attn: Matthew Ostrowski

Re: Windcrest Highland Ranch RB 2.1

Net 30 Days

R.C.R.I. NO.

# Description of items invoiced:

<i>1</i> .	Original Contract Sum	\$ 1,331,460.00
2.	Change Order #1	\$ 0.00
3.	Contract Sum to Date	\$ 1,331,460.00
4.	Total Completion to Date	\$ 464,701.00
5.	Less Previous Invoices	\$ 177,250.00
<i>6.</i>	Current Amount Due Incl 3% Sales Tax	\$ <i>287,451.00</i>

Current Amount Due This Invoice	\$ 287,451.00

Balance to finish

\$ 866,759.00

THANK YOU FOR THIS NICE ORDER.

,								_	,	Retainage	_	0.00	0.00	28,745.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00	00.0	0.00	0.00	0.00	0.00	28,745.10
S								Ξ		<b>\$</b>	Finish (C-G)	00.0	00.0	703,759.00	163,000.00	00:00	0.00	0.00	00:0	00:00	00:00	00.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00:0	0.00	0.00	0.00	0.00		866,759.00
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SUBCONTRACT SCHEDULE OF VALUES	ubcontractor: Regional Construction Resources, Inc.	ì	ne: Wind Crest RB 2.1 Highlands Ranch CO					В		Description of Work		Defalling	Anchor Bolts and Embeds	Structural Steel	Miscellaneous																						
SUBCC	ubcontrac		roject Name:	י מלפיני וויפיני						em No.	<del></del>								_		9	Ξ	12	13	14	15	16	17	18	9	2 8	21	22	23	24	25	TOTAL

Total changes approved in previous months by Owner  \$0.00  \$0.00  \$0.00  \$0.00  \$0.00  \$0.00  \$0.00  \$0.00  By:  Date:		CHANGE ORDER SUMMARY ADDITIONS DEDUCTIONS (Attach explanation if amount certified differs from the amount applied. Initial all figures on this		\$464,701.00	Notary Public: / WWW.  My Commission expires: 6/16/20 1	Sergio Luciani, Pesident Sergio Luciani, Pesident Sergio Luciani, Pesident TEXAS Subscribed and softmoof public 19 Saay of Subscribed and softmoof public 19 Saay of Subscribed and softmoof public subscribed and softmoof public subscribed and softmoof public subscribed and softmoof public subscribed and softmoof public subscribed and softmoof public subscribed and softmoof public subscribed and softmoof public subscribed and softmoof public subscribed and softmoof public subscribed and softmoof public subscribed and softmoof public subscribed and softmoof public subscribed and softmoof public subscribed and softmoof public subscribed and softmoof public subscribed and softmoof public subscribed and softmoof public subscribed and softmoof public subscribed subscribed and softmoof public subscribed and softmoof public subscribed and softmoof public subscribed and softmoof public subscribed and softmoof public subscribed and softmoof public subscribed and softmoof public subscribed and softmoof public subscribed and softmoof public subscribed and softmoof public subscribed subscribed and softmoof public subscribed and softmoof public subscribed and softmoof public subscribed and softmoof public subscribed and softmoof public subscribed and softmoof public subscribed and softmoof public subscribed and softmoof public subscribed and softmoof public subscribed and softmoof public subscribed and softmoof public subscribed and softmoof public subscribed and softmoof public subscribed and softmoof public subscribed and softmoof public subscribed and softmoof public subscribed and softmoof public subscribed and softmoof public subscribed and softmoof subscribed and softmoof subscribed and softmoof subscribed and softmoof subscribed and softmoof subscribed and softmoof subscribed and softmoof subscribed and softmoof subscribed and softmoof subscribed and softmoof subscribed and softmoof subscribed and subscribed and subscribed and subscribed and subscribed and subscribed and subscribed and subscribed and subscribed and sub	\$1,331,460.00 CONTRACTOR: 464,701.00 By:	1,331,460.00	CONTRACTOR'S APPLICATION FOR PAYMEN!  Application is made for payment, as shown below, in connection with the Contract.  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	Houston, 1X 77092 CONTRACT FOR: Structural Steel CONTRACT FOR: Structural Steel	Regional Construction Resources 5600 Northwest Central Drive, Ste. 100	FROM CONTRACTOR:  VIA ARCHITECT:	APPLICATION Windcrest RB 2.1	
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the	changed to conform to the amount certified.)  Date:	the amount applied. Initial all figures on this	uments, and the Contractor is entitled to	of the Owner that to the best of the Vork has progressed as indicated, the quality	ib. <i>13</i>	Many of DECEMBER 2008	Dankilliiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiii	amounts have been paid by the Contractor at were issued and payments received rein is now due.	of the Contractor's knowledge, slication for Payment has been completed	ATE:	[	CONTRACTOR	3REV Distr	PAGE

# "EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

TO:	ERICKSON Construction, L.L.C.	DATE: December 19,	2008		
•	703 Maiden Choice Lane	PROFFER COLDERS			,
	Baltimore, MD 21228	PROJECT: 554-RB-2.1 Job:			
ED OM:	Regional Construction Resources, Inc.	APPLICANT NO:	3REV		
rkowi.	regional communication and a second	PERIOD TO:	12/30/2008		
1.	Original Contract Amount	•	<b>\$</b> 1,331,460.00		
		CO#)	\$ 0.00		
2.			\$ 1,331,460.00		
3.		1 + 2 <i>)</i>	\$ 464,701.00		
4.	<u>-</u>				
5.	Less Retainage (	<u>10</u> %)	\$ 0.00		
6.	Total Earned to Date Retainage (Lin	te 4-5)	\$ 464,701.00		
7.	Less Previous Requisitions		\$		
8.	Payment Due this Period (Line 6-7)	)	\$ <u>287,451.00</u> INCL 3% S	ALES TAX	
			<u>,</u>		
	NTRACTORS AFFIDAVIT & RELEAS				
The und	ersigned Subcontractor certifies: (i) that the	work for which this payment r	equest is being submitted has been	completed in	
accorda	nce with the Contract Documents; (ii) that if for which Erickson Construction has paid p	t has paid its employees, sub-o	iii) that the amount of this invoice is	due.	
matenai	101 WHICH ENGASON CONSUCERON has paid p	nevious requests for paymont.	(iii) Dial die com am		
			Date: 12/1	9/08	
CONT	RACTOR: By: (Officer, General P	Downer or Oursel	Date.	2700	
	Sergio Luciani, Presio				
	Sergio Edelam, 11 cs.				
Note:	Payment will be made for only those	costs which are included as par	t of the Original Contract amount or	for which a	
	Change Order has been issued by Eric	ckson Construction L.L.C. Plea	se provide a list of any outstanding	claims for	
	additional costs or pending extras.		TO BE COMPLETED BY PRO	JECT MANAGE	Ř
NOTES	:				
			RETAINAGE RELEASE		
			PROGRESS BILLING	<u></u>	
			RETAINAGE HELD		
			TOTAL AMOUNT DUE		
			PROJECT NUMBER	554-RB-	
			COST CODE	48400-05-	1000
			APPROVED BY		
			APPROVED DATE		
	FINAL PAYMENT  IST COMPLETED YESNO	5			
	TY COMPLETEDYESNO		FOR ACCOUNTING	USE ONLY	
	OCK DELIVEREDYESNO	. 1			
•	DSEOUT BOOK-DEL)YESNO	1	DATE RECEIVED		
HANGE	ORDERS COMPLETED YES NO	പ	LICALCIA DI		
			EC	Sub:	<u></u>

# "EXHIBIT "E"

# CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

STATE OF: TEXAS	Original Contract Amount: Approved Change Orders:	\$ <u>\$1,331,460.00</u> \$\$\$0.00	
COUNTY OF: HARRIS	Adjusted Contract Amount Complete to Date: Retention: Total Eamed (Less Retention) Previous Payments: Current Payment Contract Balance:	\$ \$1,331,460.00 \$ \$464,701.00 \$ \$0.00 \$ \$464,701.00 \$ -\$177,250.00 \$ \$287,451.00 \$ \$866,759.00	INCL. 3% SALES TAX
TO:	_ (Title Insurer) _ (Lender) _ (Owner) _ (Contractor)		
The UNDERSIGNED being duly sworn states that h			
of Regional Construction Resources, Inc. (firm) who			
for furnishing Structural and Miscellaneous Steel and E	<u>Frection</u> for the improvements b	eing erected on	
real estate known and identified as Wind Crest RB 2.1	L located in Highlands Ranch		
County, State of CO and owned by		·	
HUNDRED FIFTY ONE DOLLARS( \$287,451.00) in particular and other good and claims of right of lien on the aforem or other consideration due or to become due on accour furnished prior to	entioned property and improvent of labor or services, materials ion stated above.	ments thereon, and on more, fixtures or apparatus here	etotore .
The UNDERSIGNED, respectfully warrants that other sums are claimed, that all laborers, subcontractor due and all current sums due out of this payment and the entitled to claim or assert any claim against the above of furnished to or for the account of the undersigned. (Upsubcontractors, and suppliers, with contract and payment Affidavit, attach same hereto and upon request furnish the other sums.)	s, and suppliers employed by h nat none of such labors, subcon lescribed real estate or the impl on request, the undersigned sh nt status, in CTI form F-3926- C	im have been paid all sums stractors or suppliers is or w rovements thereon for labo all list the name of each of	s previously vill be r or materials his
Signed this 19 th day of DECEMBER 2008	Regional Construct Contractor/Supplies		1
	By: Sergio Luciani, Pre	sident	<del>-</del>
signed and sworn to before me this 19th day of DECE	MBER 2008 <u>.</u>	Till'A. FL.	1/1/2
My commission Expires: 6-16-2011	Stacy A. Lewco	un, Notary Public	A SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERV
Page 1 of 2	ı	IIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII	EXPLOSITION TO SERVICE STATE OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON O
	EC	Sub:	MINIMINE.



# **INVOICE**

November 7, 2008

Invoice No 755-2

Erickson Construction L.L.C 3330 W. County Line Rd Highlands Ranch, CO. 80129

Attn: Matthew Ostrowski

Re: Windcrest Highland Ranch RB 2.1

Net 30 Days

R.C.R.I. NO. 3977

# Description of items invoiced:

1.	Original Contract Sum	\$ 1,331,460.00
<i>2.</i>	Change Order #1	\$ 0.00
<i>3.</i>	Contract Sum to Date	\$ 1,331,460.00
<i>4</i> .	Total Completion to Date	\$ 177,250.00
<i>5.</i>	Less Previous Invoices	\$ 153,917.00
<i>6</i> .	Current Amount Due Incl 3% Sales Tax	\$ 23,333.00

Current Amount Due This Invoice	\$	23,333.00

Balance to finish

\$ 1,154,210.00

THANK YOU FOR THIS NICE ORDER.

	1,154,210.00	13.31%	177,250.00	0.00	23,333.00	153,917.00	1,331,460.00		I O I A
	0.00	0%			Τ	Τ	0.00		67
	0.00						000		36
	0.00						0.00		24
	0.00						0.00		23
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	0.00	%0	0.00	0.00	0.00	0.00	0.00		21
	0.00	0%	0.00		0.00		0.00		20
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	0.00	0%	0.00				0.00		18
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	0.00	0%	0.00	0.00	0.00	0.00	0.00		7
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	991,210.00	. 0%	0.00	0.00	0.00	0.00	991,210.00	Structural Steel	3
	0.00	100%	60,000.00	0.00	0.00	60,000.00	60,000.00	Anchor Bolts and Embeds	2
	0.00	100%	117,250.00	0.00	23,333.00	93,917.00	117,250.00	Detailing	[1
	(C-G)		(D+E+F)	(not in D or E)	this Period	(D+E)			•
	Finish	%	Date	Materials	Place	Applications			
Retaina	Balance to		and Stored to	Stored	Work in	Previous	Scheduled Value	Description of Work	Item No.
			Total Complete		k Complete	Work			
_	Ξ		ဝ	F	m	ם	С	В	Α
			Vendor No:						
			Job No:						
		11/30/2008	Period To:						
		1/1/2008	Period From:				Wind Crest RB 2.1 Highlands Ranch CO		Project Name:
		10/7/2008	۳.						·
		2	Application No:				Resources, Inc.	Subcontractor: Regional Construction Resources, Inc.	Subcontrac
	ES	PAGE 1 OF 1 PAGES	PAG				LUES	SUBCONTRACT SCHEDULE OF VALUES	SUBCC

# "EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

	ERICKSON Construction, L.L.C. 703 Maiden Choice Lane	DATE: October 7	, 2006	
	Baltimore, MD 21228	PROJECT: 554-RB-2.1		
FROM:	Regional Construction Resources, Inc.	Job: APPLICANT NO: PERIOD TO:	2 11/30/2008	
1.	Original Contract Amount		\$1,331,460.00	
2.	Change Orders Issued to Date (Thru C	C.O. # )	\$0.00	
3.	Contract Sum to Date (Line 1	+ 2)	\$ 1,331,460.00	
4.	Total Complete and Stored to Date		\$ 177,250.00	
5.	Less Retainage (1	<u>0</u> %)	\$0.00	
6.	Total Earned to Date Retainage (Line	<del>2</del> 4-5)	\$ 177,250.00	
7.	Less Previous Requisitions		\$153,917.00	
8.	Payment Due this Period (Line 6-7)		\$ 23,333.00 INCL 3%	SALES TAX
	ACTOR: By:	D		7/08
Note:	Sergio Luciani, Presid  Payment will be made for only those or Change Order has been issued by Erick additional costs or pending extras.	ent osts which are included as par	se provide a list of any outstanding	claims for
Note:	Sergio Luciani, Presid  Payment will be made for only those of Change Order has been issued by Erick	ent osts which are included as par	se provide a list of any outstanding  TO BE COMPLETED BY PRO	claims for
	Sergio Luciani, Presid  Payment will be made for only those of Change Order has been issued by Erick	ent osts which are included as par	TO BE COMPLETED BY PRO	claims for
	Sergio Luciani, Presid  Payment will be made for only those of Change Order has been issued by Erick	ent osts which are included as par	TO BE COMPLETED BY PRO RETAINAGE RELEASE PROGRESS BILLING	claims for
	Sergio Luciani, Presid  Payment will be made for only those of Change Order has been issued by Erick	ent osts which are included as par	TO BE COMPLETED BY PRO RETAINAGE RELEASE PROGRESS BILLING RETAINAGE HELD	claims for
	Sergio Luciani, Presid  Payment will be made for only those of Change Order has been issued by Erick	ent osts which are included as par	TO BE COMPLETED BY PRO RETAINAGE RELEASE PROGRESS BILLING RETAINAGE HELD TOTAL AMOUNT DUE	JECT MANAGER
	Sergio Luciani, Presid  Payment will be made for only those of Change Order has been issued by Erick	ent osts which are included as par	TO BE COMPLETED BY PRO RETAINAGE RELEASE PROGRESS BILLING RETAINAGE HELD TOTAL AMOUNT DUE PROJECT NUMBER	claims for
	Sergio Luciani, Presid  Payment will be made for only those of Change Order has been issued by Erick	ent osts which are included as par	TO BE COMPLETED BY PRO RETAINAGE RELEASE PROGRESS BILLING RETAINAGE HELD TOTAL AMOUNT DUE	JECT MANAGER  554-RB-2.1
	Sergio Luciani, Presid  Payment will be made for only those of Change Order has been issued by Erick	ent osts which are included as par	TO BE COMPLETED BY PRO RETAINAGE RELEASE PROGRESS BILLING RETAINAGE HELD TOTAL AMOUNT DUE PROJECT NUMBER COST CODE	JECT MANAGER  554-RB-2.1

EC\_\_\_\_\_ Sub: \_

# "EXHIBIT "E"

# CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

STATE OF: TEXAS  COUNTY OF: HARRIS  TO:	Original Contract Amount: Approved Change Orders: Adjusted Contract Amount Complete to Date: Retention: Total Earned (Less Retention) Previous Payments: Current Payment: Contract Balance:  (Title Insurer) (Lender) (Owner)	\$ \$1,331,460.00 \$ \$0.00 \$ \$1,331,460.00 \$ \$177,250.00 \$ \$0.00 \$ \$177,250.00 \$ -\$153,917.00 \$ \$23,333.00 \$ \$1,154,210.00	INCL. 3% SALES TAX
The LINDERSIGNED heirs duly given states to	(Contractor)	!	
The UNDERSIGNED being duly sworn states the of Regional Construction Resources, Inc. (firm) of Regional Construction Resources, Inc. (firm) of Regional Construction Resources, Inc.	• •		
for furnishing Structural and Miscellaneous Steel a			
real estate known and identified as Wind Crest RE		ng erected on	
	d by		
The UNDERSIGNED for and in considerate HUNDRED THIRTY THREE DOLLARS( \$23,333.00 and other good and claims of right of lien on the afoor other consideration due or to become due on accommissed prior to	0) in payment of invoice or application rementioned property and improvement count of labor or services, materials, fittention stated above. a that the contract status set forth about ors, and suppliers employed by him at that none of such labors, subcontract described real estate or the improvement status, in CTI form F-3926- Core	n dated 11-7-2008 ents thereon, and on mon xtures or apparatus here ve is an accurate stateme have been paid all sums actors or suppliers is or w rements thereon for labor list the name of each of i	ent and no previously ill be or materials is
Signed this 7 th day of NOVEMBER 2008	Regional Construction Contractor/Supplier/Si  By:  Sergia Lucialii, Presid	ubcontractor	-
signed and sworn to before me this 7th day of NOVI	EMBER 2008.	),	
My commission Expires: 6-16-2011	Stacy A Lewcun,	Notary Public	AN PUBLICATION
Page 1 c		Notary Public	CATE OF TELES.

APPLICATION AND CERTIFICATION FOR PAYMENT TO OWNER: ERICKSON Construction, L.L.C.	ICATION FOR PAYMENT	AIA DO
	PROJECT:	Windcrest RB 2.1
FROM CONTRACTOR:	VIA ARCHITECT:	PERIOD TO: 11/30/08
Regional Construction Resources 5600 Northwest Central Drive, Ste. 100	es	PROJECT No.
CONTRACT FOR: Structural Steel		CONTRACT DATE:
CONTRACTOR'S APPLICATION FOR PAYMENT	ION FOR PAYMENT	
slication is made for payment, as shown below, in connection with the Contract utinuation Sheet, AIA Document G703, is attached.	onnection with the Contract.	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 navments received
ORIGINAL CONTRACT SUM      Net change by Change Orders	1,331,460.00	from the Owner, and that current payment shown herein is now due.
	\$1,3	CONTRACTOR:
		By None Action
	\$0.00	State of:  Subscribed and submit to before me this
b. of Stored Material(Column F on G703)  Total Retainage (Lines 5a + 5b) or		My Commission expires: 14. World
	\$0.00	ARCHITECT'S CERTIFICATE FOR PAY
<ul> <li>6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)</li> <li>7. LESS PREVIOUS CERTIFICATES FOR</li> </ul>	\$177,250.00	In accordance with the Contract Documents, based on on-site observations and comprising the application, the Architect certifies to the Owner that to the Architect's Documents in Commission of the United States of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission of the Commission
PAYMENT (Line 6 from prior Certificate)	ALES TAX. (\$153,917.00) AGE \$1,154,210.00	of the Work is in accordance with the Contract Documents, and the College payment of the AMOUNT CERTIFIED.
(Line 3 less Line 6)		AMOUNT CERTIFIED
CHANGE ORDER SUMMARY	ADDITIONS DEDUCTIONS	(Attach explanation if amount certified differs from the amount applied Initial all facines on the
Total changes approved		Application and on the Continuation Sheet that are changed to conform to the amount certified.)
Total approved this Month	\$0.00 \$0.00	ARCHITECT:

Total changes approved in previous months by Owner Total approved this Month

\$0.00 \$0.00

\$0.00 \$0.00

By:

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.

\$0.00

TOTALS

NET CHANGES by Change Order



# **INVOICE**

October 16, 2008

Invoice No 755-1

Erickson Construction L.L.C 3330 W. County Line Rd Highlands Ranch, CO. 80129

Attn: Matthew Ostrowski

Re: Windcrest Highland Ranch RB 2.1

Net 30 Days

R.C.R.I. NO. 39

# Description of items invoiced:

1. 2.	Original Contract Sum Change Order #1	\$	1,331,460.00
<i>3</i> .	Contract Sum to Date	S	0.00 1,331,460.00
<i>4</i> .	Total Completion to Date	\$	153,917.00
<i>5</i> .	Less Previous Invoices	\$	0.00
6.	Current Amount Due Incl 3% Sales Tax	\$	153,917.00

Current Amount Due This Invoice	\$ 153,917.00	

Balance to finish

\$ 1,177,543.00

THANK YOU FOR THIS NICE ORDER.

	1,177,543.00	11.56%	153,917.00	0.00	Γ	9.90			
	0.00	0.79	150 04		15201	0.00	1.331.460.00		TOTAL
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	0.00	%0		0.00	0.00	0.00	0.00		24
	0.00	%0	0.00		0.00	0.00	0.00		22
	0.00	0%	0.00	0.00		0.00	0.00		3 1
	0.00	0%				0.00			22
	0.00	%0				0.00	0.00		21
	0.00	0%				0.00	0.00		20
	0.00	0%	0.00			0.00	0.00		10
	0.00	0%				0.00	0.00		2
	0.00	0%				0.00	0.00		47
	0.00	0%				0.00	0.00		16
	0.00	0%				0.00	0.00		15
	0.00	0%				0.00	0.00		14
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	0.00	%0		0.00	0.00	0.00	0.00		6
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	163,000.00	0%	0.00	0.00		0.00	163,000.00	Miscellaneous	
	991,210.00	0%	0.00	0.00		0.00	991,210.00	Structural Steel	
	0.00	100%	60,000.00	0.00	60,00	0.00	60,000.00	Anchor Bolts and Embeds	2
	23,333.00	80%	93,917.00	0.00	93,917.00	0.00	117,250.00	Detailing	-
	(C-G)		(D+E+F)	(not in D or E)	this Period	(D+E)			
	Finish	%	Date	Materials	Place	<b>Applications</b>			
Patain	Ralance to		and Stored to	Stored	Work in	Previous	Scheduled Value	Description of Work	Item No.
			Total Complete		Work Complete	Wor			
_	Ξ.		G	F	m	D	ဂ	8	A
			Vendor No:						
			ob No:					10 miles	
		10/25/2008	Period To:						
		8002/1/6	Period From:				Wind Crest RB 2.1 Highlands Ranch CO		Project Name:
		10/16/2008	Application Date:						-
		1	Application No:				Resources, Inc.	tor: Regional Construction Resources, Inc.	Subcontractor:
	3ES	E 1 OF 1 PAGES	PAGE				LUES	SUBCONTRACT SCHEDULE OF VALUES	SUBCC

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# "EXHIBIT "E"

# CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

STATE OF: TEXAS	Original Contract Amount: Approved Change Orders:	\$ <u>\$1,331,460.0</u> \$\$\$0.0	
COUNTY OF: HARRIS	Adjusted Contract Amount Complete to Date: Retention: Total Earned (Less Retention) Previous Payments: Current Payment: Contract Balance:	\$ \$1,331,460.00 \$ \$153,917.00 \$ \$0.00 \$ \$153,917.00 \$ \$0.00 \$ \$153,917.00 \$ \$1,177,543.00	0 0 0 0 0 0 INCL 3% SALES TAX
TO:	(Title Insurer) (Lender) (Owner) (Contractor)		
The UNDERSIGNED being duly sworn states that he		•-	
of Regional Construction Resources, Inc. (firm) who have		l.	
for furnishing Structural and Miscellaneous Steel and Er	ection for the improvements be	eing erected on	
real estate known and identified as Wind Crest RB 2.1	located in Highlands Ranch		
County, State of CO and owned by		<del>.</del>	
HUNDRED SEVENTEEN DOLLARS \$153,917.00) in pa and other good and claims of right of lien on the aforeme or other consideration due or to become due on account furnished prior to  , 2008, except for the retention	entioned property and improver of labor or services, materials,	nents thereon, and on	monies heretofore
The UNDERSIGNED, respectfully warrants that other sums are claimed, that all laborers, subcontractors, due and all current sums due out of this payment and that entitled to claim or assert any claim against the above defumished to or for the account of the undersigned. (Upor subcontractors, and suppliers, with contract and payment Affidavit, attach same hereto and upon request furnish we	and suppliers employed by hing the none of such labors, subconsistribed real estate or the improgramment, the undersigned shatters, in CTI form F-3926- C	m have been paid all s tractors or suppliers is ovements thereon for all list the name of ead	ums previously or will be abor or materials h of his
Signed this 16 th day of OCTOBER 2008	Regional Constructi Contractor/Supplier		
	By: Sergio Luciani, Pres	3	ACY A LEWIS
signed and sworn to before me this 16th day of OCTOB	ER 2008.	Marry Million	OF TEXAS
My commission Expires: 6-16-2011	Stacy A. Lewcu	n, Notary Public	OF TENDS
Page 1 of 1	,		7/1/1/16-2011 Manuallinin
	50	C. F.	

# "EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

TO:	ERICK SON Construction, L.L.C. 703 Maiden Choice Lane	DATE: October	16, 2008	
	Baltimore, MD 21228	PROJECT: 554-RB-2.1		
· ETP (C) A.	Paris al Construction Parameter	Job:		
FROM:	Regional Construction Resources, Inc.	APPLICANT NO: PERIOD TO:	1	
		121402 10.	10/25/2008	<del></del>
1.	Original Contract Amount		\$ 1.331.460.00	
2.	Change Orders Issued to Date (Thru C	.O. # )		
3.	Contrad Sum to Date (Line 1	ŕ		
4.	Total Complete and Stored to Date	-,	\$1,331,460.00	
5.	Tables (	%)	\$ 153,917.00	
6.	Total Eamed to Date Retainage (Line	• ´	\$0.00	
7.	Less Previous Requisitions		\$153,917.00 INCL 39	6 SALES TAX
8.	Payment Due this Period (Line 6-7)		\$0.00	
	(Elle 6-7)		\$ 153,917.00	
SUBCO	NTRACTORS AFFIDAVIT & RELEASE	OF LIEN:		
naterial f	rsigned Subcontractor certifies: (i) that the work with the Contract Documents; (ii) that it has been which Erickson Construction has paid preventing the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction of the contraction	is paid its employees, sub-crious requests for payment:	ontractors, and material suppliers (iii) that the amount of this invoice	for all work and is due.
CONTRA	ACTOR: By:	We'-		
	(Officer, General Parts	ner, or Owner)	Date:10/1	16/08
	Sergio Luciani, Presiden	t		
lote:	Payment will be made for only those costs Change Order has been issued by Erickson additional costs or pending extras.	which are included as part a Construction L.L.C. Please	of the Original Contract amount or e provide a list of any outstanding	r for which a claims for
OTES:			TO BE COMPLETED BY PRO	JECT MANAGER
			RETAINAGE RELEASE	
		•	PROGRESS BILLING	
			RETAINAGE HELD	
			TOTAL AMOUNT DUE	
			PROJECT NUMBER	554-RB-2.1
			COST CODE	48400-05-1000
			APPROVED BY	
FL	NAL PAYMENT		APPROVED DATE	
	COMPLETEDYESNOYESNO			
TIC STOC	K DELIVEREDYESNO		FOR ACCOUNTING US	E ONLY
	DERS COMPLETED YES NO		DATE RECEIVED	
	INO		REVIEWED BY	
			EC	_ Sub: _

Windcrest RB 2.1  PERIOD TO: 10/25/08  PROJECT No:  CONTRACT DATE:  CONTRACTOR:  Date:  CONTRACTOR:  CONTRACT Date:  CONTRACTOR:  CONTRACT Date:  CONTRACTOR:  CONTRACTOR:  CONTRACTOR:  Date:  CONTRACTOR:  CONTRACTOR:  CONTRACTOR:  CONTRACT Date:  CONTRACTOR:  CONTRACTOR:  Date:  CONTRACTOR:  CONTRACT DATE:  CONTRACT Date:  CONTRACTOR:  CONTRACTOR:  Date:  CONTRACTOR:  CONTRACTOR:  CONTRACTOR:  Date:  CONTRACTOR:  CONTRACTOR:  CONTRACTOR:  CONTRACTOR:  CONTRACTOR:  CONTRACTOR:  Date:  CONTRACTOR:  CONTRACTOR:  CONTRACTOR:  CONTRACTOR:  CONTRACTOR:  CONTRACTOR:  CONTRACTOR:  Date:  CONTRACTOR:  CONTRACTOR:  CONTRACTOR:  CONTRACTOR:  CONTRACTOR:  CONTRACTOR:  Date:  CONTRACTOR:  CONTRACTOR:  CONTRACTOR:  CONTRACTOR:  CONTRACTOR:  CONTRACTOR:  Date:  CONTRACTOR:  CON	NET CHANGES by Change Order \$0.00 Contractor name prejudice to any	\$0.00 \$0.00	1th \$0.00 \$0.00	CHANGE ORDER SUMMARY ADDITIONS DEDUCTIONS (Attach explanate to the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the	.	PAYMENT (Line 6 from prior Certificate)		AGE \$153,917.00	(Column F on G703)  I Retainage (Lines 5a + 5b) or	a. of Completed Work	By:	\$1,331,	ORIGINAL CONTRACT SUM	, is anached.	onnection with the Contract.	CONTRACTOR'S APPLICATION FOR PAYMENT	CONTRACT FOR: Structural Steel	5600 Northwest Central Drive, Ste. 100 Houston, TX 77092	Regional Construction Resources	703 Maiden Choice Lane PROJECT:  Baltimore, MD 21228 PROJECT:  Windcrest RB 2.1	
	d herein. Issuance, payment and acceptance of paymentights of the Owner or Contractor under this Contract.	Date: s not negotiable. The AMOUNT CERTIFIED is pays	on the Continuation Sheet that are changed to confor	Attach explanation if amount certified differs from the amount applied. Initial all figures on this	TIFIED	of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFED.	comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has morressed as indicated.	THE CONTROL DOCUMENTS, based on on-site of the light with the Contract Documents, based on on-site of the light with the Contract Documents.	3	TEXAS Cou	Date:		and that current payment shown herein is now due.	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 navments received.	Contractor certifies that to the best of the Contractor's		CONTRACT DATE:	PROJECT No:			APPLICATION No: 1

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STATE OF Colorado SS COUNTY OF Lake			,				
TO WHOM IT MAY CONCERN: WHEREAS the undersigned has been er Crest RB2.1 of which Littleton Campus		Construction, LLC to	funish <u>Structural St</u>	eel Materials for th	e premises	knowo as <u>Wine</u>	1
THE undersigned, for and in consideration consideration, the receipt of which is here or right to, lien, under the statutes of the S improvements thereon, and on the materia due from the Owner, on account of labor to the above-described premises.	by acknowledged, do(o tate of Illinois, relating I, fixuires, apparatus o	es), to the fullest extent to mechanics' lieus, to r machinery furnished	t permitted by law, here with respect to and on a , and on the money, fur	eby waive and relea aid above-described ads or other consider	se and all i premises, rations, du	lien or claim of, and the c or to become	
DATED: March 31, 2009  SIGNATURE AND TITLE:  NOTE: All waivers must be for the full at be set forth; if waiver is for a partnership,		is for a corporation, co		c used, the title of o	R. C	ONROE"	1
That the total amount of the contract inclu- waivers are true, correct and genuine and of	worn, deposes and say URCES. INC., who is need by Littleton Cara ding extras is \$1.352.2; letivared unconditional	the contractor for the pus, LLC  00.00 on which he has lly and that there is no	Structural Steel Mate	rials work on the bu 727.910.80 prior to prinable to defeat th	this paym e validity (	ent. That all	
That the following are the names of all par for specific portions of said work or for me mentioned include all labor and material re	iterial entering into the	construction thereof	and the amount due or (	to become due to ea			
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That there are no other contracts for said wany kind or to be done upon or in connection			e or to become due to a	ny person for mater	rial, labor	of other work of	
Signed this 2 Stay of	,20,09 1 day of July	Signatu ,20 <u>0</u> '		1 - C			Theile
Signature: Hudy	-mB	lliger				<del></del>	
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STATE OF Colorado				,			
SS COUNTY Of Lake							
TO WHOM IT MAY CONCERN: WHEREAS the undersigned has been en Crest RB2.1 of which Littleton Camput		Construction, LLC to	o furnish <u>Structural St</u>	rel Materials for the	e premises	known as Wi	<u>nd</u>
THE undersigned, for and in consideration other good and valuable consideration, the and all lien or claim of, or right to, lien, upremises, and the improvements thereon, due or to become due from the Owner, on undersigned for the above-described premised.	e receipt of which is had not the statutes of the and on the material, fire account of labor serv	ereby acknowledged, d State of Illinois, relativities, appearatus or re-	lo(es), to the fullest extending to mechanics' licus, achinery furnished, and	ent permitted by law with respect to and o on the money, fund	, hereby v on said ab s or other	ove-described considerations	ise.
DATED: March 31, 2009  SIGNATURE AND TITLE:  NOTE: All waivers must be for the full a be set furth; if waiver is for a partnership,		ADDRI		Pin C Tx 77 c used, the title of of	13 & 4	DA	ruld .
TO WHOM IT MAY CONCERN:  THE undersigned, being duly a  REGIONAL CONSTRUCTION RESO  Who is cust a sound of the contract inclusion waivers are true, correct and genuine and of  That the following are the names of all pat  for apecific portions of said work or for m  mentioned include all labor and material re-	sworn, deposes and spaned by Littleton Canding extras is \$1.352.  delivered unconditions ries who have furnish aterial entering into the	the combactor for the mass. LLC  200.00 on which he has ally and that facre is no cd material or labor, on the construction thereof	Structural Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received payment of Steel Maters received	il.077.910.80 prior t puimble to defeat the d all partiem having c to become due to eas	to this pay evalidity (	ment. That all if said waivers subcontracts	i. {
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Signature: Heralya M	Being	ù			<del></del>		
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REGIONAL CONSTRUCTION RESOURCES INC 15460 PIN OAK DR CONROE TX 77384 77384-3548

Whitney National Bank Incoming Wire - Advice of Credit

Date: 07/23/2009

Wire Create Time: 0948

Account # : \*\*\*\*\*9535 Amount : \$111,289.20 GFX Reference : 20092040088000 Sending Bank : 031000053 Sending Bank PNCBANK PHIL Sender Name : ERICKSON CONSTRUCTION LLC
OP ACCT ATTN:CONTROLLER
991 CORPORATE BLVD
LINTHICUM HEIGHTS MD 21090-2227

: REGIONAL CONSTRUCTION RESOURCES (Acct#\*\*\*\*9535) Beneficiary

Beneficiary Info (OBI):

Bank to Bank Info (BBI):

Reference for Beneficiary (RFB): 200907287047ISCW

Fed Reference Number (IMAD): 20090723L1LFB59C00023607231247FT01

### PARTIAL LIEN WAIVER

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

STATE OF Colorado Attn: Juna Mahon. COUNTY OF Douglas County TO WHOM IT MAY CONCERN: WHEREAS the undersigned has been employed by Erickson Construction, LLC to furnish for the premises known as WCD RB21 of which Littleton Campus, LLC is the owner. THE undersigned, for and in consideration of One Hundred Thousand And 00/100 Dollars (\$100,000.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, do(es), to the fullest extent permitted by law, hereby waive and release and all lien or claim of, or right to, lien, under the statutes of the State of Colorado, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the money, funds or other considerations, due or to become due from the Owner, on account of labor services, material, fixtures, apparatus or machinery, heretofore furnished, to this date only, by the undersigned for the above-described premises. DATED: May 4, 2009 SIGNATURE AND TITLE: NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, the title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should sign and designate him/herself as a partner. CONTRACTOR'S AFFIDAVIT TO WHOM IT MAY CONCERN: THE undersigned, being duly sworn, deposes and says that he is Pres. of the REGIONAL CONSTRUCTION who is the contractor for the shoulding located at That the total amount of the contract including extras is \$1,352,200.00 on which he has received payment of \$727,910.80 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications: CONTRACT NAME THIS WHAT FOR AMOUNT PAID BALANCE PRICE **PAYMENT** TOTAL ALL LABOR AND MATERIAL TO COMPLETE That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind or to be done upon or in connection with said work other than above stated. Signed this 5 day of May Signed and swom to before me this 5 day of Mau

My C

AMY E. CURRY Notary Public STATE OF TEXAS My Comm. Exp. May, 01, 2012

Signature:

M. 555

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Erickson Construction, LLC

Contract 95257 00501

Job Number 554RB21 WCD

554RB21 WCD Residential Building 2.1

CHECK NO. 71421

	INVOICE AMOUNT	RETAINAGE	PAYMENT
Contract Amount Completed Prior Period Completed This Period Completed to Date Contract Balance	1,352,200.00 827,910.80 0.00 827,910.80 524,289.20	0.00 0.00 0.00 0.00 0.00	0.00 827,910.80 0.00 827,910.80 524,289.20
CHECK 5/4/2009 CHECK 7	21		100,000.00

THE FACE OF THIS CHECK IS PRINTED WITH A COLORED BACKGROUND AND THE BACK CONTAINS A FACSIMILE WATERWARK HOLD AT AN ANGLE TO VIEW.

Erickson Construction, LLC
Operating Account
701 Maiden Choice Lane
Baltimore, MD 21228

DATE CHECK NO. AMOUNT
5/4/2009 71421 100,000.00

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THE RESOURCES INC
DER OF 5600 NW CENTRAL SUITE 100
ATTN RICHARD SCANDRETT
HOUSTON TX 77092

#\*00071421# #O54000030# 5501360699#

155,5

PARTIAL LIEN WAIVER

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

STATE OF Colorado SS COUNTY OF Douglas County TO WHOM IT MAY CONCERN: WHEREAS the undersigned has been employed by Erickson Construction, LLC to furnish for the premises known as WCD RB21 of which Littleton Campus, LLC is the owner. THE undersigned, for and in consideration of Two Hundred Eighty-Seven Thousand Four Hundred Fifty-One And NO/100 Dollars (\$287,451.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, do(es), to the fullest extent permitted by law, hereby waive and release and all lien or claim of, or right to, lien, under the statutes of the State of Colorado, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the money, funds or other considerations, due or to become due from the Owner, on account of labor services, material, fixtures, apparatus or machinery, heretofore furnished, to this date only, by the undersigned for the above-described premises. DATED: February 20, 2009 COMPANY: REGIONAL CONSTRUCTION SIGNATURE AND TITLE: NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, the title of office be set forth; if waiver is for a partnership, the partnership name should sign and designate him/herself as a partner. CONTRACTOR'S AFFIDAVIT TO WHOM IT MAY CONCERN: THE undersigned, being duly sworn, deposes and says that he is REGIONAL CONSTRUCTION who is the contractor for the work on the building located at \_\_ owned by <u>Littleton Campus, LLC</u> That the total amount of the contract including extras is \$1.331,460.00 on which he has received payment of \$177,250.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications: CONTRACT THIS NAME WHAT FOR AMOUNT PAID BALANCE PRICE PAYMENT TOTAL ALL LABOR AND MATERIAL TO COMPLETE That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material abor or other work of any kind or to be done upon or jn connection with said work other than above stated.

Erickson Construction, LLC Contract 95257 00501
Job Number 554RB21 WCD Residential Building 2.1

CHECK NO. 70342

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Erickson Construction Finance
991 Corporate Boulevard

STATE OF Colorado SS		J	$\int \int \int \int At$	Linthicu tn: <i>QUA</i>	m, MD 21090 Makon
COUNTY OF Douglas County			•	by	17/09
TO WHOM IT MAY CONCERN: WHEREAS the undersigned has been or WCD RB21 of which Littleton Campus		Construction, LLC t	o fumish <b>Aul</b>	for	the premises known as
THE undersigned, for and in consideration (\$23,333.00), and other good law, hereby waive and release and all lien and on said above-described premises, and funds or other considerations, due or to be furnished, to this date only, by the undersited.	and valuable consider or claim of, or right of the improvements the come due from the C	ration, the receipt of wi to, lien, under the statu hereon, and on the mat lwner, on account of la	hich is hereby acknowle tes of the State of Color erial, fixtures, apparatus	dged, do(es), to the fi ado, relating to mech or machinery furnish	anics' liens, with respect to ned, and on the money,
DATED: December 20, 2008		COMP	ANY: <u>REGIONAL CO</u>	DISTRUCTION	
SIGNATURE AND TITLE:  NOTE: All waivers must be for the full at be set forth; if waiver is for a partnership,					icer signing waiver should
TO WHOM IT MAY CONCERN:  THE undersigned, being duly s  REGIONAL CONSTRUCTION who is  ow  That the total amount of the contract inclus waivers are true, correct and genuine and of That the following are the names of all par for specific portions of said work or for me mentioned include all labor and material re	wom, deposes and sa the contractor for the ned by <u>Littleton Car</u> ding extras is <u>\$1,331</u> , lelivered uncondition ties who have furnish sterial entering into the	npus, LLC  460.00 on which he ha ally and that there is ne ned material or labor, o	work of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment of seceived payment o	quitable to defeat the d all parties having co to become due to eac	his payment. That all validity of said waivers.
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TOTAL ALL LABOR AND MATERIA	L TO COMPLETE				
That there are no other contracts for said we any kind or to be done upon or in connection.  Signed this day of	on with said work oth	er than above stated.		ny person for materia	al labor or other work of
Signed and sworn to before me this 2	day of Jerry	20	<i>0</i> 4	V Sinithining	TACY A CYMINA
Signature: Suuc				SACTOR OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF ST	OF TEXAS
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PARTIAL LIEN WAIVER

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

STATE OF Colorado Linthicum, MD 21090 SS Attn: Una Mahon COUNTY OF Douglas County TO WHOM IT MAY CONCERN: WHEREAS the undersigned has been employed by Erickson Construction, LLC to furnish Anuthural Stuefor the premises known as WCD RB21 of which Littleton Campus, LLC is the owner. THE undersigned, for and in consideration of One Hundred Fifty-Three Thousand Nine Hundred Seventeen And NO/100 Dollars (\$153,917.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, do(es), to the fullest extent permitted by law, hereby waive and release and all lien or claim of, or right to, lien, under the statutes of the State of Colorado, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the money, funds or other considerations, due or to become due from the Owner, on account of labor services, material, fixtures, apparatus or machinery, heretofore furnished, to this date only, by the undersigned for the above-described premises. DATED: December 2, 2008 COMPANY: Regional Construction Resources Inc. ADDRESS: SIGNATURE AND TITLE: NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, the title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should sign and designate him/herself as a partner. CONTRACTOR'S AFFIDAVIT TO WHOM IT MAY CONCERN: THE undersigned, being duly sworn, deposes and says that he is Regional Construction Resources Inc. who is the contractor for the work on the building located at owned by Littleton Campus, LLC That the total amount of the contract including extras is \$1,331,460.00 on which he has received payment of \$0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications: CONTRACT THIS NAME WHAT FOR AMOUNT PAID BALANCE PRICE **PAYMENT** TOTAL ALL LABOR AND MATERIAL TO COMPLETE That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind or to be done upon or in connection with said work other than above stated.

Signed this 5 day of December 2008 Signature:

Signed and sworp to before me this 5 day of December 2008

Signature:

Signatur

#95257



REGIONAL CONSTRUCTION RESOURCES INC 5600 NW CENTRAL DR STE 100 HOUSTON TX 77092-203

Whitney National Bank Incoming Wire - Advice of Credit

Date: 05/20/2009

Wire Create Time: 1219

Account # : \*\*\*\*\*\*9535 Amount : \$250,000.00 GFX Reference : 20091400121800 Sending Bank : 031000053 Sending Bank PNCBANK PHIL Sender Name : ERICKSON CONSTRUCTION LLC OP ACCT ATTN:CONTROLLER
991 CORPORATE BLVD
LINTHICUM HEIGHTS MD 21090-2227

Beneficiary : REGIONAL CONSTRUCTION RESOURCES (Acct#xxxx9535)

Beneficiary Info (OBI):

Bank to Bank Info (BBI):

Reference for Beneficiary (RFB): 200905139167ISCW

Fed Reference Number (IMAD): 20090520L1LFB59C00038005201519FT01

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Erickson Construction, LLC contract 95257 00501 Job Number 554RB21 WCD Residential Building 2.1

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554RB21 WCD Residential Building 2.1

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Application #4-pymt. 2 of 2			
CHECK 4/8/2009 CHECK 71240 DATE NUMBER 71240			131,604.90

Erickson Construction, LLC Operating Account 701 Maiden Choice Lane Baltimore, MD 21228

PNC Bank PO Box 32 Baltimore, 1

4/8/2009

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REGIONAL CONSTRUCTION
THE RESOURCES INC
DER OF 5600 NW CENTRAL SUITE 100
ATTN RIGHARD SCANDRETT
HOUSTON TX 77092

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#2009068576, 08/27/2009 at 12:34:00 PM, 1 OF 2, Rec Fee \$11.00 Douglas County CO Jack Arrowsmith, Clerk & Recorder

#### STATEMENT OF LIEN

In accordance with Article 121 of Title 38 of the Colorado Revised Statutes, REGIONAL CONSTRUCTION RESOURCES, INC., 15460 Pin Oak Drive, Conroe, Montgomery County, Texas, 77384, makes the following statement of lien:

FIRST: That the name of the owner or reputed owner of such property to be charged with the lien is Littleton Campus, LLC, 701 Maiden Choice Lane, Catonsville, (Baltimore) MD 21228.

SECOND. That the name and mailing address of the person claiming the lien is REGIONAL CONSTRUCTION RESOURCES, INC., 15460 Pin Oak Drive, Conroe, Montgomery County, Texas, 77384, a subcontractor.

That the name of the person who furnished the laborers or material or performed the labor or services, or supplied the machinery, tools or equipment for which said lien is claimed is REGIONAL CONSTRUCTION RESOURCES, INC. That the name of the principal contractor is ERICKSON CONSTRUCTION, LLC, 701 Maiden Choice Lane, Catonsville (Baltimore) MD 21228

THIRD: That the property to be charged with such lien is described as follows:

WIND CREST RESIDENTAL BUILDING 2.1, a part of Lot 1, Block 2, Erickson Subdivision of 18.06 acres, more or less.

Also know by street number 3003A MILLVISTA ROAD, HIGHLANDS RANCH (DOUGLAS COUNTY) COLORADO 80129, situated in the County of Douglas, State of Colorado. That the said lien is held for and on account of REGIONAL CONSTRUCTION RESOURCES, INC. for tabor performed and materials furnished

FOURTH: That the amount of indebtedness due or owing the claimant for which said lien is claimed, for laborers or material furnished, labor and services performed, machinery, tools and equipment supplied is: \$105,551.00, together with interest thereon at the legal rate.

REGIONAL CONSTRUCTION RESOURCES, INC.

Sergio Luciani, President

15460 Pin Oak Drive

Conroe, Montgomery County, Texas, 77384

STATE OF TEXAS

**COUNTY OF HARRIS** 

I, Sergio Luciani, President of Regional Construction Resources, Inc., being of lawful age and being first duly sworn, upon oath, do say that I am the President of Regional Construction Resources, Inc. the claimant herein named; that I have read the within statement of lien and abstract of indebtedness and know the content thereof; and that the same is true and correct, to the best of my knowledge, information and belief, and is made on behalf of the claimant.

Sergio Luciani, President

SUBSCRIBED AND SWORN TO BEFORE ME in the County of Harris, State of Texas, on this 10th day of August, 2009.

SONDRA HEUGATTER **APRIL 12, 2013** 

Sondea

Printed Name of Notary

My Commission Expires:

Erickson Construction, LLC

Project:

Wind Crest Community Building 2.0

Project Address:

2975 Summer Wind Lane

Highlands Ranch, CO 80129

# RCRI Project # 748

- Materials Contract
- Invoices

0	April 9, 2009	\$42,100.00
0	January 15, 2009	\$98,637.00
0	November 18, 2008	\$236,000.00
0	October 17, 2008	\$35,000.00
0	August 19, 2008	\$60,000,00

- Partial Lien Waver
  - January 9, 2009 \$277,000.00
     November 24, 2008 \$54,000.00
- Account Summary

	,
Contract amount	\$429,997.00
Change Orders	\$44,460.00
Contract sum to Date	\$474,457.00
Invoiced	\$471,737.00
Paid to date	\$331,000,00

Balance outstanding \$140,737.00



### MATERIALS CONTRACT

1200 A48

This Materials Contract is made as of the 20 day of October, 2008 by and between Erickson Construction, LLC (the "Contractor"), whose mailing address is 701 Maiden Choice Lane, Catonsville, Maryland 21228 and Regional Construction Resources, Inc. (the "Supplier"), whose mailing address is 5600 NW Central, Suite 100, Houston, TX, 77092, PHONE: (713) 789-5131, FAX: (713) 789-5575, for work to be done on the Project known as the Wind Crest Community Building 2.0 located at 2975 Summer Wind Lane Highlands Ranch, CO 80129, located in Highlands Ranch, CO (the "Site").

In consideration of the mutual covenants set forth herein, Contractor and Supplier agree as set forth below:

#### 1. THE GOODS

The Supplier agrees to furnish: Structural Steel (Sub)

#### 2. THE MATERIALS CONTRACT PRICE

The Contractor shall pay to the Supplier for delivery of the Goods the following Contract Price:

Cost of Goods:

\$429,997.00

Unit prices:

See Exhibit G

Sales Tax:

0.00%

\$0.00

A total dollar amount of:

\$429,997.00

Cost Code:

554CB20 48400-051000

All sales and/or use tax payable in connection with this transaction is included in the Contract Price. The sales tax registration form attached to this Materials Contract Agreement (Exhibit C) must be completed and returned prior to any payments being made for this material.

#### 3. BONDS

Contractor will require a payment and performance bond for all Material Contracts over \$500,000. All bonds must be in the AIA 312 format or equal. Cost of bond is on bonding company's invoice at standard rates. Supplier must include the names of the Owner and Lender on all bonds as a dual oblige. Subcontractor can provide this information through a dual oblige rider. Two original copies of all bonds are required and should be forwarded to the Corporate Office located at 991 Corporate Boulevard, Linthicum, MD 21090.

Unless waived by Contractor in this Subsection, 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 Material Contract sum issued by a surety acceptable to Owner.

#### 4. ADDITIONAL GOODS

The Supplier understands and agrees this Agreement also includes the furnishing of the below listed items at the above price, regardless of whether or not they are shown in the Drawings and Specification as shown on Exhibit A attached hereto:

#### 5. SCHEDULE

The Supplier acknowledges and agrees that time is of the essence for all provisions of this Agreement. To this end Supplier agrees to the following dates with regard to all submissions required by the Plans and Specifications:

- a. Revise and resubmit all items within a maximum of seven (7) days after being returned for correction.
- b. The following code numbers shall be on all submissions:

Cost Code: 554CB20 48400-051000

c. Supplier will coordinate and submit to the Contractor within two (2) weeks after execution of this Materials Contract a coordinated and detailed construction schedule to include the following:

Page 1 of 4

EC: Sub:

- 1. Fabrication schedule showing overall lead times for the production of each material included within the Material Contract.
- 2. Delivery schedule for each component included within this Materials Contract.
- d. Supplier agrees to deliver material(s) to the site as directed by the Contractor. Supplier agrees to use dicensed trucking companies that are fully insured in accordance with all state and federal mandated rules and regulations for all deliveries. Unsafe or unlicensed delivery vehicles will not be permitted to enter the site.

#### 6. PAYMENT

Payment Terms: Invoicing, after delivery to Site and acceptance of material, to be submitted not later than the 20th of each calendar month. Provided invoices are received by such date, payment will be <u>DUE</u> on the 20th day of the following month. Detailed instructions are included in the Exhibit B "General Provisions" under item #9.

SUPPLIER SHALL SUBMIT ALL INVOICES FOR PAYMENT PROCESSING TO: ERICKSON CONSTRUCTION, LLC, ATTENTION: PROJECT MANAGER, 2975 Summer Wind Lane, Highlands Ranch, CO 80129.

#### 7. RELEASE

- 7.1. Supplier agrees to deliver to Contractor an executed ACKNOWLEDGEMENT OF PROGRESS PAYMENT (Exhibit D) and RELEASE OF LIENS AND CLAIMS (Exhibit E Partial or Exhibit F Final) before payment for any supplies, in the form attached hereto.
- 7.2. Supplier and any persons acting through or under Supplier shall not file or maintain any mechanics' claims or liens against the Project, or the building thereof, or the lot of ground appurtenant thereto, for or on account of any Work done or materials furnished by this Supplier and/or any such person or persons as aforesaid.
- 7,3. To the fullest extent permitted by applicable law, Supplier, for and on behalf of Supplier and all other persons acting through or under Supplier, hereby expressly waives and relinquishes the right to have, file, or maintain any mechanics' claims or lien against the Project, the buildings thereof, and the lot of ground appurtenant thereto, or any of them, which waiver shall be and hereby is made an independent covenant and shall operate and be effective also with respect to Work and labor done and materials furnished under any supplemental agreement between Contractor and Supplier, or any agreement for extra Work done, performed, furnished or supplied in and about the Project, although not therein referred to as Work and labor performed and materials furnished under this Contract.
- 7.4. Supplier, when required by Contractor as a condition precedent to the making of any payment hereunder, shall furnish to the Contractor a full and complete release and discharge, in a form satisfactory to Contractor and Owner, of all liens, claims, and demands arising out of or relating to any and all materials furnished, Work done, and equipment used in connection therewith (see Exhibit E & F attached hereto). Furthermore, if, prior to final payment, the Contractor, Owner, or any party providing financing for the Project requests a release of liens from Supplier or anyone acting through or under Supplier, Supplier shall execute and deliver such release of liens in a form (see Exhibit F attached hereto) satisfactory to Contractor, Owner or such other party.
- 7.5. If any Supplier or other person working under Supplier files a mechanics' lien or claim or notice of intention or right to file a lien for or on account of work, labor, services, materials, equipment or other items furnished under or in connection with this Agreement, Supplier agrees to discharge or remove such lien, claim or notice at its own expense by bond, payment or otherwise within twenty (20) calendar days from the date of the filing thereof, and upon its failure to do so, Contractor or Owner shall have the right to cause any such lien or claim, notice of intention or stop notice to be removed or discharged by whatever means Contractor or Owner chooses, at the sole cost and expense of Supplier (such costs and expenses to include legal fees and disbursements). Supplier agrees to hold harmless and indemnify Contractor and Owner from and against any and all such liens, claims or other filings, and actions brought or judgments rendered thereon, and from and against any and all losses, damages, liabilities, costs and expenses, including legal fees and disbursements, which Contractor or Owner may sustain in connection therewith.

#### 8. SUBORDINATION

8.1. Supplier shall and hereby does subordinate any and all liens, rights and interests owned, claimed, or held by Supplier in and to any part of the Goods or land on which the Goods are located, to the lien or liens securing payment of sums now or hereafter borrowed by Contractor or Owner in connection with construction of the Project. Supplier shall execute such evidence of the subordination as Contractor's or Owner's lender(s) may require.



8.2. Supplier shall and hereby agrees to include in every subcontract relating to the Goods to which it is a party, and shall require the inclusion in each lower tier subcontract, provisions that the person or entity performing labor or furnishing materials pursuant to such subcontract agrees to subordinate any mechanic's or material men's lien or liens securing payment of sums now or hereafter borrowed by Contractor or Owner in connection with the construction of the Project.

#### 9. WAIVER OF SUBROGATION

a. The Contractor and Supplier waive all rights against (1) each other and any of their suppliers, subcontractors, subsubcontractors, agents, employees, officers, members and directors, each of the other, and (2) the Owner, Developer, Operator, and any of their Subcontractors, sub-subcontractors, suppliers, 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 subsubcontractors, 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.

#### 10. THE MATERIALS CONTRACT DOCUMENTS

The Materials Contract Documents consist of the following:

- This Contract
- Drawings & Specification (Exhibit A)
- General Provisions (Exhibit B)
- Sales Tax Form (Exhibit C)
- Application for Payment (Exhibit D)
- Instructions for Exhibit D (Exhibit D1)
- Partial Release of Liens (Exhibit E)
- Instructions for Exhibit E & F (Exhibit E1-F1)
- Final Release of Liens (Exhibit F)
- Scope of Work & Unit Price Schedule (Exhibit G)

#### 11. MISCELLANEOUS

- 11.1 Supplier may not assign this Materials contract to any person or entity without Contractor's prior written consent.
- Duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder 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.
- 11.3. Supplier agrees to indemnify and save Contractor, Owner, Owner's agents, Developer, operator, their respective parent and subsidiaries and their respective agents, officers, employees, members and directors harmless from, and defend at its own expense, any and all claims, suits, losses, damages, or expenses in any manner connected with the materials furnished by the Supplier under this Contract or caused or occasioned in whole or in part by reason of the presence of the person or property of Supplier, its employees, agents, or suppliers, except with such claims or suits arise out of the sole negligence of Contractor.
- 11.4. Supplier shall defend, indemnify, and save Contractor, Owner, Owner's agents, Developer, operator, their respective parent and subsidiaries and their respective agents, officers, employees, members and directors harmless from, and defend at its own expense, any and all claims by the employees of Supplier, its vendors, or its agents, when such claims shall have been incurred, or alleged to have occurred from an unsafe place to work or such similar type of complaint.

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- 11.5. Supplier shall pay all expenses, costs, and attorney's fees incurred by Contractor, Owner, Owner's agents,
  Developer, operator, their respective parent and subsidiaries and their respective agents, officers, employees,
  members and directors in the enforcement of this Contract, of any bond furnished in connection herewith, or for the
  prosecution or defense of any claim as defined herein.
- Supplier shall indemnify, defend, and hold harmless Contractor, including but not limited to attorneys fees and costs, to the fullest extent and under no circumstances to a lesser extent than Contractor has indemnified Owner and others with respect to Supplier's Work (including without limitation, Supplier's performance of its Work) under the Contract Documents.

IN WITNESS WHEREOF, the parties have set forth their hand and seal below.

WITNESSES: ////0/08	CONTRACTOR: ERICKSON CONSTRUCTION; LLC.
DATE:	BY: David Tague TITLE: Vice President of Construction
10-23-08	SUPPLIER: Regional Construction Resources Inc.
DATE:	BY: Sergio Luciani TITLE: President

# EXHIBIT "A" Contract Documents

<b>Drawing Number</b>	<u>Description</u>	<u>Date</u>
00.00	Cover Sheet	06/12/2008
00.01	Code Review	06/12/2008
00.03	Parking Allocation Plan	06/12/2008
00.04	Building Floor Elevations & Links/Bridges	06/12/2008
00.05	ADA Accessibilty General Notes	06/12/2008
00.06	ADA Accessibilty General Notes	06/12/2008
00.10	Rated Assemblies	06/12/2008
00.11	Rated Assemblies	06/12/2008
30.00	Architectual Legend, Abbreviations and Notes	06/12/2008
30.01	First Floor Plan	06/12/2008
30.02	Second Floor Plan (Main Street Level)	06/12/2008
30.03	Roof Plan	06/12/2008
30.05	Cooling Tower, Elevations, & Details	06/12/2008
30.06	First Floor Buildout Plan - For Reference Only	06/12/2008
30.07	Enlarged auditorium Plan	06/12/2008
30.08	Auditorium Slab Recess Plan	06/12/2008
30.11	First Floor Dimensioning Plan	06/12/2008
30.12	Second Floor Dimensioning Plan	06/12/2008
31.01	Exterior Elevation	06/12/2008
31.02	Exterior Elevation	06/12/2008
32.01	Building Sections	06/12/2008
32.02	Building Sections	06/12/2008
33.01	Wall Sections	06/12/2008
33.02	Wall Sections	06/12/2008
33.03	Wall Sections	06/12/2008
33.04	Dock Stair Plans & Sections	06/12/2008
33.04	Wall Section	06/12/2008
33.05	Wall Sections	06/12/2008
33.06	Wall Sections	06/12/2008
33.07	Wall Sections	06/12/2008
33.08	Wall Sections	06/12/2008
33.09A	Link to RB2.2- For Reference only	06/12/2008
33.09b	Link to RB2.2 - For Reference	06/12/2008
33.09C	Link To RB 2 - For Reference Only	06/12/2008

	(	Cost Code: 554CB20 - 48400-05100
33.10	Porte cochere Elevations & Details	06/12/2008
33.11	Living Room Fireplace Plans and Details	06/12/2008
34.01	Elevator Plans, sections & Details	06/12/2008
34.02	Grand Stair Plans, Sections & Details	06/12/2008
34.03	Stair Plans, Sections & Details	06/12/2008
35.01	Wall Types	06/12/2008
35.02	Door Schedule And Types	06/12/2008
35.03	Window & Louver Types	06/12/2008
35.04	Roof Details	06/12/2008
35.05	Door & Window Details	06/12/2008
35.06	Miscellaneous Vertical Details	06/12/2008
35.07	Miscellaneous Vertical Details	06/12/2008
35.08	Miscellaneous Plan Detail	06/12/2008
35.10	Interior Details	06/12/2008
35.20	Miscellaneous Details	06/12/2008
35.30	Window Flashing Details	06/12/2008
35.31	Roof Flashing & Flashing Details	06/12/2008
35.40	ELFS Details	06/12/2008
35.41	ELFS Details	06/12/2008
36.01	Enlarged Kitchen Plan	06/12/2008
36.02	Toilet Room Plans & Elevations	06/12/2008
36.03	Toilet Room Plans & Elevations	06/12/2008
36.04	Interior Elevations	06/12/2008
36.05	Interior Elevations	06/12/2008
36.06	Interior Elevations	06/12/2008
36.07	Interior Elevations	06/12/2008
36.08	Interior Elevations	06/12/2008
36.09	Interior Elevations	06/12/2008
36.10	Interior Elevations	06/12/2008
36.20	Detail Plans And Elevations	06/12/2008
36.21	Detail Plans And Elevations	06/12/2008
36.22	Detail Plans And Elevations	06/12/2008
36.30	Millwork Details	06/12/2008
36.31	Millwork Details	06/12/2008
38.01	First Floor Refelcted Ceiling Plan	06/12/2008
38.02	Second Floor Reflected Ceiling Plan	06/12/2008
40.01	First Floor Finish Plan	06/12/2008
40.02	Second Floor Finish Plan	06/12/2008
41.01	First Floor Wall Finish Plan	06/12/2008
41.02	Second Floor Wall Finish Plan	06/12/2008

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45.01	Room Finish Schedule & Notes	06/12/2008
49.01	First Floor Furniture Plan	06/12/2008
49.02	Second Floor Furniture Plan	06/12/2008
50.01	Food Service Equiptment Plan	06/12/2008
50.02	Plumbing Rough - In Plan	06/12/2008
50.03	Electrical Rough - In Plan	06/12/2008
50.04	Ventilation Rough - In Draft	06/12/2008
50.05	Floor Depression Plan	06/12/2008
50.06	Food Service Equiptment Elevations	06/12/2008
50.07	Food Service Equiptment Elevations	06/12/2008
50.08	Food Service Equiptment Plan	06/12/2008
50.09	Plumbing Rough - in Plan	06/12/2008
50.10	Electrical Rough- in Plan	06/12/2008
50.11	Food Service Equiptment Details	06/12/2008
50.12	Food Service Equiptment Details	06/12/2008
50.13	Food Service Equiptment Details	06/12/2008
60.01	Foundation Level Plan	06/12/2008
60.02	Second Level Framing Plan	06/12/2008
60.03	Roof LevelFraming Plan	06/12/2008
60.04	Supplemental Plan	06/12/2008
61.01A	Special Inspections	06/12/2008
61.01B	Special Inspections Cont.	06/12/2008
61.02A	General Notes	06/12/2008
61.02B	General Notes Cont.	06/12/2008
61.03	Typical Details	06/12/2008
61.04	Typical Details	06/12/2008
61.05	Typical Details	06/12/2008
62.01	Foundation Details	06/12/2008
62.02	Foundation Sections	06/12/2008
62.03	Foundation Sections	06/12/2008
62.04	Foundation Sections	06/12/2008
62.05	Foundation Sections	06/12/2008
63.01	Framing Sections	06/12/2008
63.02	Framing Sections	06/12/2008
63.04	Framming Sections	06/12/2008
63.05	Framing Sections	06/12/2008
63.10	Roof Sections	06/12/2008
64.01	Brace Frames & Details	06/12/2008
70.00	Cover Sheet	06/12/2008
70.00.1	Water, Gas and Fire Prot. Distribution	06/12/2008

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	Co	st Code: 334CB20 - 48400-05100
70.00A	UnderFloor Plan	06/12/2008
70.01	First Floor Plan	06/12/2008
70.02	Second Floor Plan	06/12/2008
70.03	Roof Plan - Plumbing	06/12/2008
71.01	Enlarged First Floor Plan	06/12/2008
71.02	Enlarged Second Floor Plan	06/12/2008
71.03	Enlarged Second Floor Plan	06/12/2008
72.01	Details	06/12/2008
72.02	Details	06/12/2008
80.00	Cover Sheet	06/12/2008
80.01	First Floor - Mechanical Plan	06/12/2008
80.02	Second Floor - Mechanical Plan	06/12/2008
80.03	First Floor- Mechanical Piping Plan	06/12/2008
80.04	Second Floor - Mechanical Piping Plan	06/12/2008
80.05	Roof Mechanical Plan	06/12/2008
81.01	Enlarged Main Mechanical Room Plan	` 06/12/2008
81.02	Enlarged Kitchen Plan	06/12/2008
81.03	Enlarged Mechanical Room Plan	06/12/2008
81.04	Enlarged Mechanical Room Plan	06/12/2008
81.05	Enlarged Mechanical Room plan	06/12/2008
82.01	Mechanical Details	06/12/2008
82.02	Mechanical Details	06/12/2008
82.03	Mechanical Details	06/12/2008
83.01	Mechanical Schematic Diagrams	06/12/2008
84.01	Mechanical Schedules	06/12/2008
84.02	Mechanical Schedules	06/12/2008
90.00	Legend, Abbreviations, And Schedules	06/12/2008
90.01	First Floor Plan	06/12/2008
90.02	Second Floor Plan	06/12/2008
90.03	First Floor Plan- Lighting	06/12/2008
90.04	Second Floor Plan- Lighting	06/12/2008
90.05	Electrical Underground Conduit Routing	06/12/2008
90.06	Roof Plan - Electrical	06/12/2008
91.01	Electrical Enlarged Plans	06/12/2008
91.02	Electrical Enlarged Plans	06/12/2008
92.01	Electrical Site Distribution	06/12/2008
92.02	Electrical Systems Risers	06/12/2008
92.03	Electrical Auditorium Detail	06/12/2008
92.04	Electrical Details	06/12/2008
93.01	Electrical Riser Diagram	06/,12/2008
		/ / <b></b>

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93.02	Fire Alarm Riser Diagram	06/12/2008
94.01	Panel Schedules	06/12/2008
94.02	Panel Schedules	06/12/2008
94.03	Panel Schedules	06/12/2008

# **EXHIBIT "B" General Provisions**

- The Supplier shall replace or, if approved by the Architect, Owner and/or Contractor repair any defective work, cracked, chipped
  or damaged materials. Supplier will be responsible for all associated costs if the damage occurs at the fabrication plant or during
  transportation to the jobsite. Supplier agrees to promptly provide all replacement materials at no additional cost to the Owner,
  Architect or Contractor and repeat tests as necessary until all work is proven satisfactory. Retesting cost shall be the
  responsibility of the Supplier should the Owner elect.
- 2. Supplier recognizes that the area within the project site is limited, and that parking will not be permitted for any vehicles, including foreman's, which are not required for the actual performance of Supplier's work. Any vehicle parked on or adjacent to the site without Contractor's permission is subject to removal at the Supplier's expense.
- 3. The Supplier understands the project site is in an urban location and that only a limited amount of on site material staging will be permitted. It is the responsibility of each Subcontractor and Supplier to coordinate all on site staging with the Contractor's Superintendent. All material deliveries must be coordinated at least forty-eight (48) hours in advance. This Supplier understands that the limited space also applies to the use of site trailers and/or field offices and permission must be obtained by Project Superintendent.
- 4. It is agreed and understood that all communications to the Architect or Engineer or Owner or Leasing Agent or other Subcontractor's and Supplier's, or any representative of the above, whether written or verbal, shall be through the Contractor unless specific permission is granted by the Contractor for a direct communication, and any communications not so conducted shall neither be binding or enforceable on any party. Further, any communication with any of the above parties conducted with permission of the Contractor shall be documented and summarized in writing by the Supplier within 24 hours of the communication, noting parties involved, subjects discussed, conclusions reached, and all other pertinent information, and shall be immediately distributed to the Contractor and all parties involved. If such communication in any way affects the Work of other Subcontractors or Suppliers this Supplier shall be liable for all costs involved unless specifically authorized otherwise by the Contractor in writing.
- 5. Backcharges to the Contractor or to other Subcontractors on the project, for which this Supplier fees are not included with the Materials Contract, must be brought to the attention of the Contractor, in writing, with ten (10) days of the initial occurrence and must be submitted for payment with all required back-up with twenty (20) days of the occurrence. Any event for which Supplier has not so notified and submitted shall not entitle Supplier to on-going Backcharges, these Backcharges must initially be submitted as noted above, and thereafter on a bi-weekly basis. Any Backcharges to be brought against this Supplier by either the Contractor or another Subcontractor or Supplier shall be forwarded in written notification not more than twenty (20) days from initial occurrence and submitted with proper back up for payment with thirty (30) days or shall be otherwise null and void. Subcontractors and Suppliers are encouraged to work out minor disputes between each other, but Contractor shall not be responsible for the enforcement, or collection of any sums, or any agreements between Subcontractors and/or Suppliers for which a written agreement was not prepared and signed by all parties.
- 6. It is understood that modifications to the details shown on the design drawings may be required. However, it is clear that the Architect's concept, i.e. profiles, reveals, sight lines, floor closure, dimensioning, proportioning, etc., whose intent is schematically indicated in the Contract Documents, must be maintained throughout.
- 7. The Change Order Request shall consist of the detailed cost estimate outlining the changes in the work and detailed documentation justifying proposed changes in time. This estimate shall be computed in accordance with accepted estimating procedures and in accordance with the terms of the Contract Documents, and the costs for labor and materials shall be at prevailing rates in the Project area.
- 8. With thirty (30) days of the execution of the Materials Contract, Supplier shall submit for approval of the Contractor, a complete schedule of values breakdown of the Materials Contract amount. The schedule of values breakdown shall be in the form similar to the AIA. G703 format. When approved, the schedule shall be used to apply for monthly (and final) progress payments. All sums shall have amounts rounded off up or down to the nearest whole dollar except final payment.
- 9. Progress payment applications shall be prepared and submitted to the Contractor on or before the 20<sup>th</sup> of the month for payment by the 20<sup>th</sup> of the following month.



- 10. Notwithstanding any other provision contained in this Materials Contract and superseding ay contrary term expressed herein, Supplier agrees that if in the event on any picket, strike, work stoppage, or other form of labor dispute at the jobsite, whether that dispute or picket is in connection with the Owner, the Contractor, the Supplier or any other subcontractor or separate contractor on the jobsite, Supplier will continue to perform the Supplier's work required herein, with interruption on delay, because of such picket or other form of labor dispute, the Contractor may terminate services or the Supplier after giving twenty-four (24) hours written notice and an intent to do so, or the contractor may invoke any of the rights and remedies set forth in this Materials Contract. Additionally, should the Supplier be party to one or more labor agreements he shall, with twenty-four (24) hours, take any and all legal action provided for, or permitted by, such labor agreements in order to expedite resumption of work on this Project. It is contemplated hereby the Supplier shall, if necessary, utilize to the fullest extent possible all contractual provisions contained in Supplier's labor agreement which allow for the hiring of replacement employees, should the hiring of the Supplier be unable or unwilling to meet the need of the Supplier.
- 11. The Supplier shall cooperate with the Contractor and other Suppliers and Subcontractors whose work might interface with Supplier's work, and shall participate in the preparation or coordination drawings in areas of congestion, specifically noting and advising the Contractor on any such interferences.
- 12. Payments made on account of materials or equipment not in place but delivered and suitably stored, when agreed upon in advance in writing by the Owner. Such materials or equipment (Stored Materials) may be at the Property or at any other location agreed upon in advance in writing by the Owner.
- 13. Beyond Stored Materials, Owner will not advance progress payments for Supplier engineering, shop drawing preparation, or insurance costs, all of which are incidental to the award of the Materials Contract and the subsequent performance of the work: however, Supplier may include such costs (limited to a maximum of two (2%) percent of the materials contract amount) in its initial payment request which will be paid after commencement of work by Supplier. In the event Supplier has purchased a performance and payment bond, owner will advance progress payment for the cost of same upon request and upon receipt of a copy of the invoice for the premium.



# EXHIBIT "C" Sales Tax Form

Regional Construction Resources, Inc.

Address: 5600 NW Central, Suite 100, Houston, TX, 77092
Job No. 554CB20
Purchase Order Number: 1
Is licensed to do business in the State of CO, sales tax registration number is $\frac{48-46379-0003}{}$
Will remit all sales tax on the taxable items in the Purchase Order to the State of CO on a timely reporting basis.
Signed: Date: 10 30 08
Title: president
*******OR-****
Is not licensed to do business in the State of CO and will not include sales tax on any invoices.
Signed: Date:
Title:

Subcontractor / Supplier Name:

120

# 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. 2975 Summer Wind Lane Highlands Ranch, CO, 80129

ATTN: Project Manager, Andrew Gordon

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.

P

## EXHIBIT "D"

## APPLICATION AND CERTIFICATE FOR PAYMENT

то:	ERICKSON CONST 703 Maiden Choice I Baltimore, MD 2122	Lane	DATE: PROJECT NO.: JOB:	554CB20 Neighborhood 2 C	Community
FROM:	Regional Construction	Resources, Inc.	APPLICANT NO.: PERIOD TO:	Building	
1. Origina	al Contract Amount		\$		
2. Change	Orders Issued to Date	(Thru C.O. #)	S		
3. Contrac	ct Sum to Date (Line 1+	2)	<u>s</u>		
4. Total C	ompleted & Stored to L	Date	<u>s</u>		
5. Less Re	tainage (%)		\$		
6. Total E	arned to Date Less Reta	inage (Line 4-5)	\$	1	
7. Less Pr	evious Requisitions		\$		
8. Paymen	t Due This Period (Line	e 6-7)	\$		
C	ayment will be made for Change Order has been is dditional costs or pendin	sued by Erickson Constru	re included as part of the Origina ction L.L.C. Please provide a li	al Contract amount of st of any outstanding	r for which a claims for
NOTES:			TO BE COMPLETED	BY PROJECT MA	NAGER
			RETAINAGE RELEASE	\$	<del></del>
			PROGRESS BILLING	\$	<del></del>
			RETAINAGE HELD	\$	<del>'</del>
			TOTAL AMOUNT DUE	\$	
			PROJECT NUMBER	554CB20	
			COST CODE #	48400-051000	
			APPROVED BY		
		***************************************	APPROVED DATE		
	FINAL PAYMENT				<del></del>
ARRANTY	COMPLETED COMPLETED K DELIVERED	YES   NO     YES   NO     YES   NO     YES   NO     YES   NO     YES   NO     YES   DATE RECEIVED	TING USE ONLY		
	EOUT BOOK -DEL) DERS COMPLETED	☐ YES ☐ NO	REVIEWED BY		

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.



## EXHIBIT "E"

## Partial Lien Waiver

COUNTY OF DOUGLAS)  To Whom It May Concern:  WHEREAS the undersigned has been employed by	STATE OF COLORA	•	V CC			
WHEREAS the undersigned has been employed by	COUNTY OF DOUC		) SS			
THE undersigned, for and in consideration of	To Whom It May Cor	ncem:				
THE undersigned, for and in consideration of	WHEREAS the under	signed has been employe	d by	to furni	sh	for the premises known
THE undersigned, for and in consideration of	as	of which		is the Owner,		ror the pretrises known
Note: All waivers must be for the full amount paid. If a wavier is for a corporation, corporate name should be used, the title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should sign and designate him/herself as a partner.  CONTRACTOR'S AFFIDAVIT  To Whom It May Concern:  THE undersigned, being duly sworn, deposes and says that be is	which is hereby ackno statutes of the State of material, fixtures, app labor services, materia	owledged, do(es), to the Colorado, relating to med aratus or machinery furnal, fixtures, apparatus or	fullest extent permitted by law chanics' liens, with respect to a ished, and on the money, funds machinery, heretofore furnishe	, hereby waive and release nd on said above-described or other considerations, do d, to this date only, by the	and all lien or claim of, or premises, and the improve se or to become due from undersigned for the above	r right to, lien, under the ements thereon, and on the
Note: All waivers must be for the full amount paid. If a wavier is for a corporation, corporate name should be used, the title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should sign and designate him/herself as a partner.  CONTRACTOR'S AFFIDAVIT  To Whom It May Concern:  THE undersigned, being duly sworn, deposes and says that be is	DATED:		COMPANY:			-
Note: All waivers must be for the full amount paid. If a waiver is for a corporation, corporate name should be used, the title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should sign and designate him/herself as a partner.  CONTRACTOR'S AFFIDAVIT  To Whom It May Concern:  THE undersigned, being duly sworn, deposes and says that he is	SIGNATURE AND T	TTLE:	MDKE22:			
To Whom It May Concern:  THE undersigned, being duly sworn, deposes and says that he is	be set forth; if waiver	is for a partnership, the p	partnership name should sign a	nd designate him/herself as	s a partner.	er signing waiver should
THE undersigned, being duly sworn, deposes and says that he is		· C	ONTRACTOR'S AFFIDAVI	r		<del></del>
That the total amount of the contract including extras is \$	•		nd says that be iswork on the	of the of the		(name of company)
COTAL LABOR AND MATERIAL TO COMPLETE  that there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material labor or other work of any ind or to be done upon or in connection with said work other than above stated.  Indicate the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the part of the	this payment. That all validity of said waivers contracts or subcontract	waivers are true, correct  That the following are s for specific portions of	and genuine and delivered un- the names of all parties who h said work or for material enteri	conditionally and that there ave furnished material or ling into the construction the	is no claim either legal of abor, or both, for said wor	r equitable to defeat the
hat there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any ind or to be done upon or in connection with said work other than above stated.  Igned this day of, 200 Signature:  Discribed and sworn to before me this day of, 200	NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE
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## **EXHIBIT "F"**

# Final Lien Waiver

STATE OF COLO	,				
COUNTY OF DOL		) SS			
To Whom It May C	oncern:				
WHEREAS the und	ersigned has been employe	ed hv	to firmi	ch	for the premises know
as	of which	ed by	is the Owner,		ror the prefitises know
which is hereby ack mechanics' liens, wi furnished, and on the machinery, heretofo DATED:	nowledged, do(es) hereby with respect to and on said able money, funds or other contract furnished, or which may  A  TITLE:  ust be for the full amount process.	(\$ waive and release and all lien or rove-described premises, and th isiderations, due or to become d ybe furnished at any time herea  COMPANY:  ADDRESS:  paid. If a wavier is for a corpora	claim of, or right to, lien, use improvements thereon, as use from the Owner, on accepter, by the undersigned for accepter, by the undersigned for accepter, by the undersigned for accepter to the undersigned for accepter to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for acceptance to the undersigned for	nder the statutes of the Sta nd on the material, fixture ount of labor services, mat or the above-described pre	te of Colorado, relating t s, apparatus or machiner erial, fixtures, apparatus o mises.
be set form, if waive	r is for a partnership, the p	oartnership name should sign a	nd designate him/herself as	s a partner.	
	C	ONTRACTOR'S AFFIDAVIT	r	· · · · · · · · · · · · · · · · · · ·	
To Whom It May Co					
THE undersigned, be who is the contract	ing duly sworn, deposes an	nd says that he is work on the	of the		(name of company owned by
the customer's full sar right to lien, under the other material, fixture	i, and other good and valual tisfaction. Furthermore, to e statutes of the State of CC s, goods, apparatus or macl	and upon payment in sever ble consideration, does hereby of the extent permitted by law, the DLORADO, relating to the med hinery furnished, on account of ses, without prejudice to assert	certify that the work referre the undersigned, does hereb chanics' and/or materialme labor, services, materials, f	d to on the reverse side hay waive and release any a m's liens, with respect to	s been fully performed to nd all lien or claim of, or and on Premises, and on or machinery, furnished to
NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE
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TOTAL LABOR AN	D MATERIAL TO COM	ирсете		· · · · · · · · · · · · · · · · · · ·	
That there are no other kind or to be done upon	contracts for said work out or in connection with sai	standing, and that there is nothi d work other than above stated	ng due or to become due to	any person for material, la	abor or other work of any
Signed this	day of	, 200 Signature:	·		
Subscribed and sworn t	o before me this	4			
	***************************************	day of	, 200		
Signature:		day of	<del></del>		<u> </u>

Suh: O

#### **EXHIBIT "G"**

#### SUBCONTRACTOR SCOPE OF WORK

1. Fabricate and deliver structural steel and miscellaneous metals as shown and specified and/or required herein to complete this work. Architectural, electrical and mechanical plans may be used as a supplement to the structural steel plans to define detail configurations and construction information, provided all requirements for the structural steel are noted on the structural steel plan.

a. Note: Key Milestones Datesb. Anchor Bolt Plans: 8/25/08

c. Anchor Bolts: 8/25/08

d. Structural Steel Submittals: 9/2/08

- 2. Furnish all work listed at the Specifications Table of Contents under the headings "Conditions of the Contract" and "Division 1 General Requirements". Note that where work is described in the Specifications as "by the General Contractor" (or similar), it shall be by this \$ubcontractor.
- 3. Provide all work indicated at Specification Section 05120 (Structural Steel).
  - a. Section 05120 -- Furnish all bolts and similar at all locations covered under Specification Sections 05120 and 05400.
  - b. Furnish all beams, columns, and brace frames.
  - c. Furnish all indicated anchor bolts and embeds, setting plates, bearing plates, leveling plates and similar. Installation is by others, including grouting. Provide template to facilitate installation process. Furnish all plates, angles indicated on Structural Plans as expansion bolted to foundation system.
  - d. Furnish all embedded angles and bearing plates indicated on plans.
  - e. Exception: Primer shall not be required at all exposed materials fabricated under this section.
  - f. Provide coordination with wood truss shop drawing development process regarding dimensions, locations, etc. Wood truss shop drawings, including hurricane hold down clip dimensioned locations, shall be provided to this subcontractor by others in four (4) weeks from verbal award of subcontract.
  - g. Provide holes at embedded angles to facilitate attachment by Foundation Subcontractor to its forms.
  - h. Provide beam penetrations per M/E/P Coordination drawings if information is provided in a timely matter.
  - i. A pre-erection conference with the Erector and Erickson Construction is required. At or before this conference, the Erector shall provide a site-specific safety and erection plan for approval by Erickson Construction, LLC.
- 6. Furnish all lintels which are welded or bolted to structural steel framing. Provide adjustment to final elevations on a call-back basis after slabs are poured.

- 7. Furnish cooling tower support steel per dwg. 60.04. Steel and all connectors, including bolts, are to be galvanized.
- 8. Furnish pipe racks for cooling tower water lines as indicated on sheet 62.04
- 9. Furnish concrete step handrails & ramp rails at loading dock per detail 25/31.01.
- 10. Furnish guard rail at the loading dock per detail 25/34.04
- 11. Furnish the columns and beams for the porte cochere.
- 12. Furnish three pipe bollards per detail 28/30.05.
- 13. Furnish stairs, landings & handrails for stairs 1080 & 1083.
- 14. Furnish two elevator pit ladders & one roof access ladder.
- 15. Furnish deco rails at second floor porch per detail 19/31.02.
- 16. Furnish pipe grid above stage area per 30.07.
- 17. Furnish wall supports at low walls per details 11 & 17/35.10.
- 18. Furnish lavatory supports per detail 39/36.03.
- 19. Furnish no light gauge metal framing. Provide all back-up and support angles for such work which are indicated attached to the work of this Subcontractor at the Contract Documents.
- 20. Cooperate with all testing agencies engaged by the Owner, providing all required access, information, etc. Provide all self inspections and tests indicated on the Contract Documents. This subcontractor shall bear all costs associated with any failed tests or inspections and with any failure to perform required tests and inspections.
- 21. Touch-up and field painting indicated at the Contract Documents is not required.
- 22. All access to be through the construction access road, off of Plaza Drive.
- 23. Requisitions shall be provided as directed by the Contractor (typically by the 15th of each month, projecting to the 25th).
- 24. Stored Materials payments (on-site and off-site) are not guaranteed, but will be considered, subject to the approval of the Lender.
- 25. Provide telephone number, etc. as required to assure capability to contact this Subcontractor 24 hours per day every calendar day for the life of the Project (for emergency use only).
- 26. Definitions: The term "furnish" shall mean to supply and deliver to the project site (F.O.B. Site) ready for tailgate unloading to a location as directed by the Superintendent.
- 27. Special Conditions
  - a. Communications:
- Subcontractor acknowledges that the Contractor considers communications of paramount importance. This subcontractor agrees to have a representative having authority available to speak for its company for any necesary job meetings. Subcontractor acknowledges that the work of this contract shall include the attendance of these meetings as well as such other types of communication forums as may be required by the Contractor.
  - b. On-site parking is not guaranteed. This Subcontractor shall agree to any parking requirements assigned to the Project by local authorities having jurisdiction.

#### Also included in this Subcontract:

A. Notwithstanding other language in this Subcontract, the following shall be noted: This Subcontractor shall not further subcontract its work without written authorization from the Contractor. When work is further subcontracted, after approval from Contractor in writing, all conditions applying to the Subcontractor shall then apply to the Sub-subcontractor including, but not limited to, insurance requirements, plans, specifications, OSHA safety regulations, written company safety policy, written hazard communication program, etc. The Sub-subcontractor

must then acknowledge its acceptance of all subcontract terms in writing prior to the start of any work. Furthermore, a competent employee of this Subcontractor shall be present at all times when such Sub-subcontractor's work is being performed on this Project. This person shall not be changed without the Project Superintendent's approval.

- B. This Subcontractor is to provide adequate and proper safety protection for its personnel and equipment and shall strictly comply with all the rules and regulations of the Federal Occupational Safety and Health Act, all other applicable health and safety laws and regulations, and of the Erickson Construction, LLC 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 as indicated at Exhibit G of this Subcontract. 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 resulting to Erickson Construction LLC from 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 shall 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.
- C. It is understood that there will be no increases recognized for Subcontract work, including unit prices due to escalation in labor, materials, and equipment costs incurred by this Subcontractor for the duration of this Project.
- D. It is understood that the Contractor shall not provide pay telephones for the use of the Subcontractor as outlined in Section B of this Subcontract (nor temporary electric, potable water or lighting for Subcontractor field offices). The Contractor does not guarantee that temporary utilities within the structure shall be available at all times and under all circumstances where it is required by the Subcontractor (i.e., service not available from utility, power outages, water or electric shut-downs required by construction activities, accidents, etc. beyond the Contractor's control). This Subcontractor shall provide all required temporary electric power, lighting, potable water and telephones required to perform the work of this Subcontract under such circumstances at no additional cost and shall not be granted any extension of contract time for delays incurred as a result of such occurrences.
- E. A non-resident Subcontractor entering into a contract with Erickson Construction, LLC under which tangible personal property will be consumed or used within Colorado must provide Erickson Construction, LLC with proper and sufficient evidence that they have deposited five percent (5%) of this total contract with the State Commissioner and/or provide evidence of an equivalent bond. No final payments shall be made in advance of the Subcontractor fulfilling this requirement.

Sub:

# Erickson construction,LLC

# **Contract Change Order**

Project: Wind Crest Community Building 2.0

Change Order Number:

Project Address: 2975 Summer Wind Lane

Highlands Ranch, CO 80129

From:

Andrew Gordon

Wind Crest Community Building

Erickson Construction, LLC. 2975 Summer Wind Lane

Highlands Ranch, CO, 80129

To: Sergio Luciani

Regional Construction Resources, Inc.

5600 NW Central, Suite 100

Houston, TX, 77092 (713) 789-5131.

02/09/2009

Cost Code:

051000-48400

Contract For: Structural Steel (Sub)

Description: ASI#1 and Tax

Name	Co	st ·
sales tax not included in contract	\$14,58	4.00
ASI#1 costs for extra steel	\$30,05	6.00

Original Contract:	\$429,997.00
Previous CCO's:	\$0.00
This CCO:	\$44,640.00
Total Contract:	\$474,637.00

Regional Construction Resources, Inc.

Erickson Construction, LLC.

Signed:

By:

Sergio Luciani, Owner

Signed:

David Tague, VP of

By:

Date:



## **INVOICE**

April 15, 2009

Invoice No 748-5

Erickson Construction L.L.C 3330 W. County Line Rd Highlands Ranch, CO. 80129

Attn: A Gordon

Re: Windcrest Highland Ranch CB2.0

Net 30 Days

R.C.R.I. NO. 4046

# Description of items invoiced:

1.	Original Contract Sum	\$ 429,997.00
<i>2</i> .	Change Order #1	\$ 44,640.00
<i>3</i> .	PENDING CHANGE ORDERS	\$ -180.00
<i>4</i> .	Contract Sum to Date	\$ 474,457.00
<i>5</i> .	Total Completion to Date	\$ 471,737.00
6.	Less Previous Invoices	\$ 429,637.00
<i>7</i> .	Current Amount Due Incl. 3% Sales Tax	\$ 42,100.00

Current Amount Due This Invoice	\$ 42,100.00	

Balance to Finish

\$ 2,720.00

THANK YOU FOR THIS NICE ORDER.

o	Д	ıı		6 1 0F 1 PAGES 6 4/15/2009 2/1/2009 4/30/2009		
9	Complete Work In Place this Period	Stored Materials (not in D or E)	Total Complete and Stored to Date (D+E+F)	%	Balance to Finish (C-G)	Retainage
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0.00	40,000.00	00:00	40,000.00	100%	00.00	00.0
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# "EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

Sub: Regional Construction Resources, Inc. Cost Code 554-RB1.1 48400-05-1000

TO:				
	ERICKSON Construction, L.L.C. 703 Maiden Choice Lane Baltimore, MD 21228	DATE: April 1.  PROJECT: 554-CB2.0 Job:		
FROM:	Regional Construction Resources, Inc.	APPLICANT NO: PERIOD TO:	4/30/2009	
1.	Original Contract Amount		\$ 429,997.00	
2.	Change Orders Issued to Date (Thru C	C.O. # )	\$ 44,460.00	INCL PENDING CHANGE ORDERS
3.	Contract Sum to Date (Line 1	+ 2)	\$ 474,457.00	
4.	Total Complete and Stored to Date		\$ 471,737.00	
5.	Less Retainage ( 1	<u>0</u> %)	\$0.00	
6.	Total Earned to Date Retainage (Line	: 4-5)	\$ 471,737.00	
7.	Less Previous Requisitions		\$429,637.00	
8.	Payment Due this Period (Line 6-7)		\$ 42,100.00 INCL 39	% SALES TAX
SURCO	NTRACTORS AFFIDAVIT & RELEAS	E OF LIEN:		
CONTR	ACTOR: By: (Officer, General Page 1)	artner, or Owner)	Date:	1/15/09
	Sergio Luciani, Presid			
Note:	Payment will be made for only those of Change Order has been issued by Erick additional costs or pending extras.	ent osts which are included as pa	ase provide a list of any outstandin	ng claims for
Note:	Payment will be made for only those concluded Change Order has been issued by Erick	ent osts which are included as pa		ng claims for
	Payment will be made for only those concluded Change Order has been issued by Erick	ent osts which are included as pa	TO BE COMPLETED BY P	ng claims for
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NOTES:	Payment will be made for only those of Change Order has been issued by Erick additional costs or pending extras.  INAL PAYMENT TO COMPLETEDYESNO	ent osts which are included as passon Construction L.L.C. Ple	TO BE COMPLETED BY P.  RETAINAGE RELEASE PROGRESS BILLING RETAINAGE HELD TOTAL AMOUNT DUE PROJECT NUMBER COST CODE APPROVED BY APPROVED DATE	554-CB-2.0 48400-05-1000

EC\_\_\_\_\_ Sub: \_\_\_

#### "EXHIBIT "E"

# CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

STATE OF: TEXAS	Original Contract Amount: \$ \$429,997.00	
COUNTY OF: HARRIS	Approved Change Orders: \$ \$44,460.00 INCL PENDING CHANGE ORD Adjusted Contract Amount \$ \$474,457.00 Complete to Date: \$ \$471,737.00 Retention: \$ \$0.00 Total Earned (Less Retention) \$ \$471,737.00 Previous Payments: \$ -\$429,637.00 Current Payment: \$ \$42,100.00 INCL 3% SALES TAX Contract Balance: \$ \$2,720.00	EKS
TO:	_ (Title Insurer) _ (Lender) _ (Owner) _ (Contractor)	
The UNDERSIGNED being duly swom states that he	e is the President (title)	
of Regional Construction Resources, Inc. (firm) who had	as a contract with Erickson Construction L.L.C.	
for furnishing Structural and Miscellaneous Steel and En	ection for the improvements being erected on	
real estate known and identified as Wind Crest CB 2.0	located in Highlands Ranch	
County, State of CO and owned by	1	
(42,100.00) in payment of invoice or application dated 04 and other good and claims of right of lien on the aforeme or other consideration due or to become due on account furnished prior to	ntioned property and improvements thereon, and on monies of labor or services, materials, fixtures or apparatus heretofore on stated above.  the contract status set forth above is an accurate statement and no and suppliers employed by him have been paid all sums previously to none of such labors, subcontractors or suppliers is or will be scribed real estate or the improvements thereon for labor or materials a request, the undersigned shall list the name of each of his status, in CTI form F-3926- Contractors and Subcontractors aivers from said parties).	
Signed this 15 th day of APRIL 2009	Regional Construction Resources, Inc. Contractor/Supplier/Subcontractor  By: Sergio Luciani, President	
igned and swom to before me this 15th day of APRIL 2	· · · · · · · · · · · · · · · · · · ·	
igned and short to sold the the roat day of At the at	11 11	
ly commission Expires: 6-16-2011	Stacy A. Lewcun, Notary Public	
Page 1 of 1	with mr.	
	ECSub:	WHITHIN WHITHING

# APPLICATION AND CERTIFICATION FOR PAYMENT

CONTRACTOR PAGE 1 OF 1 PAGES ARCHITECT 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 to the amount certified.) of the Work is in accordance with the Contract pool of the Work is in accordance with the Contract pool of the AMOUNT CERTIFIED. in accordance with the Contract Documents, that all amounts have been paid by the Contractor Distribution to: information and belief the Work covered by this Application for Payment has been completed OWNER for Work for which previous Certificates for Payment were issued and payments received esservations and the data or that to the best of the By:
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without The undersigned Contractor certifies that to the best of the Contractor's knowledge, 15-Apr-09 HARRIS prejudice to any rights of the Owner or Contractor under this Contract. from the Owner, and that current payment shown herein is now due. MINISTACY WITH PERIOD TO: 4/30/09 ARCHITECT'S CERTIFICATE中O 15 day of Date: County of: CONTRACT DATE: comprising the application, the Architect ceriffies to the 🕰 APPLICATION No: In accordance with the Contract Documents, Eases on on AIA DOCUMENT G702 AMOUNT CERTIFIED .....\$ PROJECT No: 716/2011 at to-before one this By: Sergio Lucian, President TF Windcrest CB 2.0 CONTRACTOR: Subscribed and s ARCHITECT: My Commissio Notary Public: 429,997.00 \$0.00 471.737.00 \$0.00 VIA ARCHITECT: \$44,460.00 \$474,457.00 \$429,637,00) **3**0.00 \$0.00 \$471,737.00 \$42,100.00 \$2,720.00 DEDUCTIONS CONTRACTOR'S APPLICATION FOR PAYMENT PROJECT: pplication is made for payment, as shown below, in connection with the Contract. TOTAL EARNED LESS RETAINAGE.... Net change by Change Orders ...... CONTRACT SUM TO DATE (Line  $1 \pm 2$ )...... CURRENT PAYMENT DUE INCLUDES 3% SALES TAX..... TOTAL COMPLETED & STORED TO DATE..... BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$0,00 \$0.00 \$0.00 \$0.00 \$0.00 ADDITIONS PAYMENT (Line 6 from prior Certificate) ...... 5600 Northwest Central Drive, Ste. 100 Total in Column I of G703) ...... ORIGINAL CONTRACT SUM ...... Regional Construction Resources ontinuation Sheet, AIA Document G703, is attached. O OWNER: ERICKSON Construction, L.L.C. LESS PREVIOUS CERTIFICATES FOR 703 Maiden Choice Lane Total Retainage (Lines 5a + 5b) or CHANGE ORDER SUMMARY Houston, TX 77092 of Completed Work . . . Baltimore, MD 21228 CONTRACT FOR: Structural Steel a. Column D + E on G703) (Line 4 Less Line 5 Total) of Stored Material. NET CHANGES by Change Order b. Othern F on G703) in previous months by Owner (Line 3 less Line 6) Total approved this Month (Column G on G703) ROM CONTRACTOR: Fotal changes approved RETAINAGE: FOTALS

IA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · @1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20008-5292



## **INVOICE**

January 15, 2009

Invoice No 748-4REV

Erickson Construction L.L.C 3330 W. County Line Rd Highlands Ranch, CO. 80129

Attn: A Gordon

Re: Windcrest Highland Ranch CB2.0

Net 30 Days

R.C.R.I. NO. 4009

# Description of items invoiced:

Balance to Finish	¢	45,000.00
Current Amount Due This Invoice	\$	98,637.00
	φ —	70,037.00
Current Amount Due Incl. 3% Sales Tax	¢	98,637.00
Less Previous Invoices	\$	331,000.00
Total Completion to Date	\$	429,637.00
Contract Sum to Date	\$	474,637.00
Change Order #1	Þ	
	æ	44,640.00
Original Contract Sum	\$	429,997.00

THANK YOU FOR THIS NICE ORDER.

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	0.00	0.70			000	331 00	474 637 00		TOTAL
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0	5,000.00	98%	289,997.00	0.00	53,997.00	236,000.00	294,997.00	Structural Steel	u
0	0.00	100%	35,000.00	0.00	0.00	35,000.00	35,000.00	Anchor Bolts and Embeds	2
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	(C-G)		(D+E+F)	(not in D or E)	this Period	(D+E)			_
	Finish	%	Date	Materials	Place	Applications		,	
Retainag	Balance to		and Stored to	Stored	Work in	Previous	Scheduled Value	Description of Work	Item No.
			Total Complete		Work Complete	Work			
-	н		G	F	m	ð	C	В	A
			Vendor No:						
			Job No:						
		1/25/2009	Period To:						
		12/1/2008	Period From:				Wind Crest CB 2.0 Highlands Ranch CO		Project Name:
		1/15/2009	9:						
		4REV	Application No:				Resources, Inc.	ctor: Regional Construction Resources, Inc.	Subcontractor:
	ES	PAGE 1 OF 1 PAGES	PAG				LUES	SUBCONTRACT SCHEDULE OF VALUES	SUBC

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APPLICATION AND CERTIFICATION FOR PAYMENT	CATION FOR PAY	MENT		AIA DOCUMENT G702	PAGE 1 OF 1 PAGES
TO OWNER: ERICKSON Construction, L.L.C. 703 Maiden Choice Lane	<b>Р</b> RОЈЕСТ:			APPLICATION No:	4REV Distribution to: OWNER
Baltimore, MD 21228			Windcrest CB 2.0	PERIOD TO: 1/25/09	ARCHITECT
FROM CONTRACTOR:	VIA ARCHITECT:	TECT:			
Regional Construction Resources 5600 Northwest Central Drive, Ste. 100	e. 100			PROJECT No:	
Houston, TX 77092					
CONTRACT FOR: Structural Steel				CONTRACT DATE:	
<b>CONTRACTOR'S APPLICATION FOR PAYMENT</b>	ON FOR PAYMEN	T			
Application is made for payment, as shown below, in connection with the Contract ntinuation Sheet, AIA Document G703, is attached.	connection with the Contract.		The undersigned Contract information and belief the	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	tractor's knowledge, r Payment has been completed
			in accordance with the Co	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	ave been paid by the Contractor red and payments received
1. URIGINAL CUNTRACT SUM		44 640 00	from the Owner, and that	Irom the Owner, and that current payment shown netern is now due.	due.
2. Net change by Change Orders 3. CONTRACT SUM TO DATE (Line 1 ± 2)	·   .	\$474,637.00	CONTRACTOR:	2	
(Column G on G703) 5. RETAINAGE:			By: Sergio Luciani, President	ident Date:	15-Jan-09
aof Completed Work (Column D + E on G703)	\$0.00		State of: TEXAS Subscribed and sylvem to before me	TEXAS COUNTY OF: before me this WYSY ANY BY W	HARRIS JANUARY 2009
bof Stored Material			Notary Public: (X) (MUCL) My Commission expires:	6/18/2014/10/ NATY PURC	WWW.
Total in Column I of G703)		\$0.00	ARCHITECT'S CER	S CERT事ICATE OR PAYMENT	PAYMENT
		\$429,637.00	In accordance with the Co comprising the application	In accordance with the Contract Documents, passet on preste observations and the data comprising the application, the Architect periods of the property was to the best of the	biservations and the data
PAYMENT (Line 6 from prior Certificate)		(\$331,000.00)	of the Work is in accorda	ince with the Contract Doublettis, an	ogressed as indicated, the quality d the Contractor is entitled to
<ol> <li>CURRENT PAYMENT DUE INCLUDES 3% SALES TAX</li></ol>		\$98,637.00 \$45,000.00	payment of the AMOUNT CERTIFIED.	T CERTIFIED.	
	į		AMOUNT CERTIFIED.	<b>69</b>	
CHANGE ORDER SUMMARY	ADDITIONS DEDUCTIONS	SNOL	(Attach explanation if an	(Attach explanation if amount certified differs from the amount applied. Initial all figures on this	t applied. Initial all figures on this
in previous months by Owner	\$0.00	\$0.00	Application and on the C	Application and on the Continuation Sheet that are changed to conform to the amount certified.) ARCHTTACT.	o conform to the amount certified.)
Total approved this Month	\$0.00	\$0.00	Ву:	Date:	
TOTALS	\$0.00	\$0.00	This Certificate is not negotiable.	The AMOUNT CI	D is payable only to the

NET CHANGES by Change Order

\$0.00

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.

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

	al Contract Amount:	\$ <u>\$429,997.00</u> \$ <u>\$44,640.00</u>	
COUNTY OF: HARRIS Adjust Complex Retent		\$ \$474,637.00 \$ \$429,637.00 \$ \$0.00	
Previo Currer	amed (Less Retention) ous Payments: out Payment: act Balance:	\$ \$429,637.00 \$ -\$331,000.00 \$ \$98,637.00 INCL.3 \$ \$45,000.00	% SALES TA
TO: (Title I (Lende (Owne (Contr	er)		
The UNDERSIGNED being duly sworn states that he is the f	President (title)		
of Regional Construction Resources, Inc. (firm) who has a con	ntract with Erickson Cor	nstruction L.L.C.	
for furnishing Structural and Miscellaneous Steel and Erection for	or the improvements bein	ng erected on	
real estate known and identified as Wind Crest CB 2.0 located	in Highlands Ranch		
County, State of COand owned by			
The UNDERSIGNED for and in consideration of the sun DOLLARS (98,637.00) in payment of invoice or application date and other good and claims of right of lien on the aforementioned or other consideration due or to become due on account of labor furnished prior to	d 01/15/09 property and improveme or services, materials, fi	ents thereon, and on monies	SEVEN
The UNDERSIGNED, respectfully warrants that the contother sums are claimed, that all laborers, subcontractors, and surdue and all current sums due out of this payment and that none of entitled to claim or assert any claim against the above described furnished to or for the account of the undersigned. (Upon reques subcontractors, and suppliers, with contract and payment status, Affidavit, attach same hereto and upon request furnish waivers from	ppliers employed by him if such labors, subcontra real estate or the improv t, the undersigned shall in CTI form F-3926- Coi	have been paid all sums previously actors or suppliers is or will be rements thereon for labor or material list the name of each of his	1
Signed this 15 th day of <u>JANUARY 2009</u> By:	Regional Construction Contractor/Supplier/	Subcontractor	
igned and swom to before me this 15th day of JANUARY 2009	Sergio Luciani, Pres	ident Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani Milliani	William College
fly commission Expires: 6-16-2011	Stacy A. Lewcur	n, Notary Public	
Page 1 of 1	EC	Sub: Sub: Sub: Sub: Sub: Sub: Sub: Sub:	

### "EXHIBIT "" APPLICATION AND CERTI

**R PAYMENT** 

EC\_\_\_\_\_ Sub: \_

	ERICKSON Construction, L.L.C.	DATE: January 15,	2009	
	703 Maiden Choice Lane Baltimore, MD 21228	PROJECT: 554-CB2.0		
FROM:	Regional Construction Resources, Inc.	Job: APPLICANT NO: PERIOD TO:	4REV 1/25/2009	
1.	Original Contract Amount		\$429,997.00	
2.	Change Orders Issued to Date (Thru (	C.O.# )	\$44,640.00	
3.	Contract Sum to Date (Line 1	+ 2)	\$ 474,637.00	
4.	Total Complete and Stored to Date		\$ 429,637.00	
5.	Less Retainage (1	0 %)	\$ 0.00	
6.	Total Earned to Date Retainage (Line	e 4-5)	\$ 429,637.00	
7.	Less Previous Requisitions		\$ -331,000.00	
8.	Payment Due this Period (Line 6-7)	ı	\$ 98,637.00 INCL 3%	6 SALES TAX
SIDCO	VTRACTORS AFFIDAVIT & RELEAS	E OF LIEV.		
CONTE	ACTOR: By:			
	(Officer, General Pa Sergio Luciani, Presid Payment will be made for only those co Change Order has been issued by Erick	ent osts which are included as part	of the Original Contract amount	or for which a g claims for
Note:	(Officer, General Pa Sergio Luciani, Presid Payment will be made for only those co	ent osts which are included as part	of the Original Contract amount	or for which a g claims for
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#### **INVOICE**

November 18, 2008

Invoice No 748-3

Erickson Construction L.L.C 3330 W. County Line Rd Highlands Ranch, CO. 80129

Attn: A Gordon

Re: Windcrest Highland Ranch CB2.0

Net 30 Days

R.C.R.I. NO. 3990

### Description of items invoiced:

Total Completion to Date\$ 331,000.00Less Previous Invoices\$ 95,000.00	Original Contract Sum Change Order #1	<i>\$</i>	429,997.00 52,675.00
Less Previous Invoices \$ 95,000.00	Contract Sum to Date Total Completion to Date	\$	482,672.00
Current Amount Due Incl. 3% Sales Tax \$ 236,000.00		<b>. . . .</b>	95,000.00
·	Current Amount Due Incl. 3% Sales	Tax \$	236,000.00

Balance to Finish

*\$ 151,672.00* 

THANK YOU FOR THIS NICE ORDER.

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#### CONTRACTOR OF 1 PAGES (Attach explanation if amount certified differs from the amount applied. Initial all figures on this ARCHITECT Application and on the Continuation Sheet that are changed to conform to the amount certified.) In accordance with the Contract Documeniss, psecifications of the data comprising the application, the Architect certifies, and the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality in accordance with the Contract Documents, that all amounts have been paid by the Contractor Distribution to: information and belief the Work covered by this Application for Payment has been completed OWNER of the Work is in accordance with the Contract Documents, and the Contractor is entitled to for Work for which previous Certificates for Payment were issued and payments received This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the THEOR PAYMENT The undersigned Contractor certifies that to the best of the Contractor's knowledge, PAGE 1 18-Nov-08 Sember 2 "MARRIS from the Owner, and that current payment shown herein is now due. PERIOD TO: 11/18/08 6/18/2011 Date: Date: CONTRACT DATE: APPLICATION No: AIA DOCUMENT G702 PROJECT No: ARCHITECT'S CERTIFICA, payment of the AMOUNT CERTIFIED. m to before me this TEXAS By: Sergio Luciani, President TE AMOUNT CERTIFIED . . Windcrest CB 2.0 CONTRACTOR My Commissid Subscribed and a ARCHITECT: Notary Public: PRICATION AND CERTIFICATION FOR PAYMENT \$0.00 (\$95,000.00) \$0.00 **S**0.00 \$0.00 \$0.00 429.997.00 \$331,000.00 \$236,000.00 \$151,672.00 VIA ARCHITECT: \$52,675.00 \$482,672.00 DEDUCTIONS *ONTRACTOR'S APPLICATION FOR PAYMENT* PROJECT: lication is made for payment, as shown below, in connection with the Contract. CURRENT PAYMENT DUE INCLUDES 3% SALES TAX..... \$0.00 CONTRACT SUM TO DATE (Line $1 \pm 2$ )..... \$0.00 \$0.00 **20.00** BALANCE 1'0 FINISH, INCLUDING RETAINAGE..... **ADDITIONS** 5600 Northwest Central Drive, Ste. 100 ORIGINAL CONTRACT SUM..... Vet change by Change Orders ......... Regional Construction Resources tinuation Sheet, AIA Document G703, is attached. ERICKSON Construction, L.L.C. COTAL COMPLETED & STORED TO DATE PAYMENT (Line 6 from prior Certificate). IOTAL EARNED LESS RETAINAGE..... LESS PREVIOUS CERTIFICATES FOR Total in Column I of G703) ... 703 Maiden Choice Lane CHANGE ORDER SUMMARY Total Retainage (Lines 5a + 5b) or Houston, TX 77092 Baltimore, MD 21228 of Stored Material. . . NTRACT FOR: Structural Steel of Completed Work a. Ol Column D + E on G703) (Line 4 Less Line 5 Total) b. (Column F on G703) n previous months by Owner (Line 3 less Line 6) otal approved this Month otal changes approved (Column G on G703) OM CONTRACTOR: RETAINAGE:

DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - @1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20008-5292

\$0.00

NET CHANGES by Change Order

Contractor named herein. Issuance, payment and acceptance of payment are without

prejudice to any rights of the Owner or Contractor under this Contract.

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

STATE OF: TEXAS	Original Contract Amount:	\$ \$429,997.00	
COUNTY OF: HARRIS	Approved Change Orders: Adjusted Contract Amount	\$ <u>\$52,675.00</u> \$\$482,672.00	
	Complete to Date:	\$ \$331,000.00	
	Retention:	\$ \$0.00	
	Total Eamed (Less Retention)	\$ \$331,000.00	
	Previous Payments:	\$ -\$95,000.00	
	Current Payment:	\$ \$236,000.00	INCL. 3% SALES TAX
i.	Contract Balance:	\$ <u>\$151,672.00</u>	
TO:	(Title Insurer)		
	(Lender)		
	(Owner)		
	(Contractor)		
The UNDERSIGNED being duly sworn states the	nat he is the President (title)		
of Regional Construction Resources, Inc. (firm)	who has a contract with Erickson Co	onstruction L.L.C.	
for furnishing Structural and Miscellaneous Steel a	nd Erection for the improvements be	ing erected on	
real estate known and identified as Wind Crest CE	3 2.0 located in Highlands Ranch		
County, State of COand owner	d by		
in payment of invoice or application dated 11/18/20 and other good and claims of right of lien on the afoor other consideration due or to become due on acc furnished prior to, 2008, except for the re  The UNDERSIGNED, respectfully warrants other sums are claimed, that all laborers, subcontract due and all current sums due out of this payment an entitled to claim or assert any claim against the about unished to or for the account of the undersigned. (subcontractors, and suppliers, with contract and pay Affidavit, attach same hereto and upon request furnished.	rementioned property and improvem count of labor or services, materials, tention stated above.  It that the contract status set forth abortors, and suppliers employed by him of that none of such labors, subcontrate described real estate or the improgramment status, in CTI form F-3926- Co	fixtures or apparatus here  ove is an accurate statem  have been paid all sums  actors or suppliers is or v  vements thereon for labo  I list the name of each of	etofore sent and no spreviously vill be r or materials
Signed this 18 th day of NOVEMBER 2008	Regional Construction Contractor/Supplier/S		
	By: Sergio Luciani, Presidente	The Man	
igned and sworn to before me this 18th day of NO	VEMBER 2008.	SXPIRES	S. P. P. S.
ly commission Expires: 6-16-2011	Stacy A. Lewcun	Notary Publica, 6-16-2011	WHITE THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF
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## "EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

TO:	ERICKSON Construction, L.L.C. 703 Maiden Choice Lane Baltimore, MD 21228 Regional Construction Resources, Inc.	PROJECT: 554-CB2.0 Job: APPLICANT NO: PERIOD TO:	<u>3</u>	11/25/2008			
1.	Original Contract Amount		<b>s</b>	429,997.00			•
2.	Change Orders Issued to Date (Thru C.	0.#)	s	52,675.00			
3.	Contract Sum to Date (Line 1 +	- 2)	\$	482,672.00			
4.	Total Complete and Stored to Date		\$	331,000.00			
5.	Less Retainage ( 10	.%)	\$	0.00			
6.	Total Earned to Date Retainage (Line	4-5)	\$	331,000.00			
7.	Less Previous Requisitions		<b>s</b>	-95,000.00		Į	
8.	Payment Due this Period (Line 6-7)		s	236,000.00 IN	CL 3% SAL	ES TAX	
accordance naterial for	ACTOR: By:  (Officer, General Part Sergio Luciani, Presider Payment will be made for only those cost Change Order has been issued by Erickso additional costs or pending extras.	as paid its employees, sub-convious requests for payment: (iii ther, or Owner) at the which are included as part of	Date  of the Ori	and material sue amount of this	uppliers for all invoice is during the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second secon	which a	
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#### **INVOICE**

October 17, 2008

Invoice No 748-2

Erickson Construction L.L.C 3330 W. County Line Rd Highlands Ranch, CO. 80129

Attn: A Gordon

Re: Windcrest Highland Ranch CB2.0

Net 30 Days

R.C.R.L. NO. 39

### Description of items invoiced:

Original Contract Sum       \$ 429,997.00         Change Order #1       \$ 52,675.00         Contract Sum to Date       \$ 482,672.00         Total Completion to Date       \$ 95,000.00         Total Due       \$ 95,000.00         Less Previous Invoices       \$ 60,000.00         Current Amount Due Incl. 3% Sales Tax       \$ 35,000.00	Original Contract Sum	æ	120 007 00
Contract Sum to Date       \$ 482,672.00         Total Completion to Date       \$ 95,000.00         Total Due       \$ 95,000.00         Less Previous Invoices       \$ 60,000.00		S S	
Total Completion to Date       \$ 95,000.00         Total Due       \$ 95,000.00         Less Previous Invoices       \$ 60,000.00		\$	
Total Due         \$ 95,000.00           Less Previous Invoices         \$ 60,000.00	Total Completion to Date	_	
Less Previous Invoices \$ 60,000.00	Total Due	\$	
	Less Previous Invoices	\$	
	Current Amount Due Incl. 3% Sales Tax	\$	

Balance to Finish

\$ 387,672.00

THANK YOU FOR THIS NICE ORDER.

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PAGE 1 OF 1 PAGES	2	10/17/2008	8/25/2008	10/25/2008						%		100%	100%	%0	%0	%0	760	%0	36	%0	800	80	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	%0	10 500/
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Subcontractor: Regional Construction Resources, Inc.					,	В		Description of Work			Detailing	Anchor Bolts and Embeds	Structural Steel	Miscellaneous	ТАХ																							
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# "EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

TO:	ERICKSON Construction, L.L.C.	DATE: October 17	7, 2008		
	703 Maiden Choice Lane Baltimore, MD 21228	PROJECT: 554-CB2.0			
FD () (		Job:			
FROM:	Regional Construction Resources, Inc.	APPLICANT NO: PERIOD TO:	2		1
		TEMOD TO.	10/25/2008	<del></del>	. ·
1.	Original Contract Amount		\$429,997.00		
2.	Change Orders Issued to Date (Thru C.	0.#)	\$52,675.00		
3.	Contract Sum to Date (Line 1 -	+ 2)	\$482,672.00		
4.	Total Complete and Stored to Date		\$95,000.00	ĺ	
5.	Less Retainage (10	%)	\$ 0.00		
6.	Total Earned to Date Retainage (Line	- 4-5)	\$ 95,000.00		
7.	Less Previous Requisitions		\$60,000.00		
8.	Payment Due this Period (Line 6-7)		\$ 35,000.00 INCL 3% S	AI EC TAV	
		•	933,000.00 INCL 3% S	ALES IAX	
SUBCON	TRACTORS AFFIDAVIT & RELEASE	OF LIEN:			<del></del>
The under	signed Subcontractor certifies: (i) that the ways with the Contract Documents: (ii) that the	ork for which this payment re	equest is being submitted has been	completed in	
	e with the Contract Documents; (ii) that it had a which Erickson Construction has paid prev	as nain as amalavade, eula as			
	, ,		in and the amount of this invoice is	que.	
CONTRA	CTOR: By:	- K	Date: 10/17	/08	•
	(Officer, General Part				
	Sergio Luciani, Presiden	<b>it</b> ,			
ote:	Payment will be made for only those cost	s which are included as part	of the Original Contract amount or	for which a	
	Change Order has been issued by Erickso additional costs or pending extras.	on Construction L.L.C. Please	provide a list of any outstanding cl	aims for	l
OTTEG.	via all a la parada via all a		TO BE COMPLETED BY PROJ	CT MANAGER	
OTES:					
			RETAINAGE RELEASE		
			PROGRESS BILLING		
			RETAINAGE HELD		<del></del>
			TOTAL AMOUNT DUE		
			PROJECT NUMBER	554-CB-2.0	
			COST CODE	48400-05-1000	
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# CONTRACTORS, SUBCONTRACTORS AND SUPPLIER PARTIAL RELEASE OF LIENS

STATE OF: TEXAS  COUNTY OF: HARRIS  TO:	Original Contract Amount Approved Change Orders: \$ \$52,675.00  Adjusted Contract Amount Complete to Date: \$ \$60,000.00  Retention: \$ \$0.00  Total Earned (Less Retention) \$ \$95,000.00  Previous Payments: \$ -\$60,000.00  Current Payment: \$ \$35,000.00  Current Balance: \$ \$387,672.00  (Title Insurer)  (Lender) (Owner) (Contractor)
The UNDERSIGNED being duly sworn states that he	•
of Regional Construction Resources, Inc. (firm) who had	
for furnishing Structural and Miscellaneous Steel and Er	ection for the improvement to in a constitution L.L.C.
real estate known and identified as Wind Crest CB 2.0	lection for the improvements being erected on
0	located in Highlands Ranch
and other good and claims of right of lien on the aforement or other consideration due or to become due on account of furnished prior to  . 2008, except for the retention  The UNDERSIGNED, respectfully warrants that to other sums are claimed, that all laborers, subcontractors, and all current sums due out of this payment and that entitled to claim or assert any claim against the above des furnished to or for the account of the undersigned. (Upon subcontractors, and suppliers, with contract and payments Affidavit, attach same hereto and upon request furnish waits.)	the contract status set forth above is an accurate statement and no and suppliers employed by him have been paid all sums previously none of such labors, subcontractors or suppliers is or will be cribed real estate or the improvements thereon for labor or materials request, the undersigned shall list the name of each of his
Signed this 17 th day of OCTOBER 2008	Regional Construction Resources, Inc. Contractor/Supplier/Subcontractor  y: Sergio Luciani, President
signed and sworn to before me this 17th day of OCTOBER  My commission Expires: 6-16-2011	R 2008.
•	Stacy A. Lewcun, Notary Public
Page 1 of 1	,
, age 1011	
	EC Sub:

#### 8. CURRENT PAYMENT DUE INCLUDES 3% SALES TAX..... 7. LESS PREVIOUS CERTIFICATES FOR ò 5. RETAINAGE: CONTRACT FOR: Structural Steel NET CHANGES by Change Order Application is made for payment, as shown below, in connection with the Contract. CONTRACTOR'S APPLICATION FOR PAYMENT FROM CONTRACTOR: TO OWNER: BALANCE TO FINISH, INCLUDING RETAINAGE..... TOTAL EARNED LESS RETAINAGE..... APPLICATION AND CERTIFICATION FOR PAYMENT in previous months by Owner Total changes approved TOTAL COMPLETED & STORED TO DATE..... lotal approved this Month CONTRACT SUM TO DATE (Line 1 ± 2)..... ontinuation Sheet, AIA Document G703, is attached. PAYMENT (Line 6 from prior Certificate) (Column G on G703) Total Retainage (Lines 5a + 5b) or CHANGE ORDER SUMMARY (Line 3 less Line 6) (Line 4 Less Line 5 Total) Total in Column I of G703)..... (Column D + E on G703) (Column F on G703) of Stored Material... ERICKSON Construction, L.L.C. Houston, TX 77092 5600 Northwest Central Drive, Ste. 100 Regional Construction Resources 703 Maiden Choice Lane Baltimore, MD 21228 ADDITIONS \$0.00 \$0.00 \$0.00 \$0.00 DEDUCTIONS VIA ARCHITECT: PROJECT \$387,672.00 \$35,000.00 (\$60,000.00) \$95,000.00 6482,672.00 \$52,675.00 429,997.00 \$0.00 \$0.00 \$0.00 prejudice to any rights of the Owner or Contractor under this Contract. Contractor named herein. Issuance, payment and acceptance of payment are without This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Application and on the Continuation Sheet that are changed to conform to the amount certified.) (Attach explanation if amount certified differs from the amount applied. Initial all figures on this comprising the application, the Architect certifies to the very the to the best of the Architect's knowledge, information and belief the warthly apply bessed as indicated, the quality payment of the AMOUNT CERTIFIED. of the Work is in accordance with the Contract Documents, and the Contractor is entitled to AMOUNT CERTIFIED ... In accordance with the Contract Documents My Commission expire Notary Public: Subscribed and sy ARCHITECT'S CERTIFICATE State of: CONTRACTOR: from the Owner, and that current payment shown herein is now due. for Work for which previous Certificates for Payment were issued and payments received in accordance with the Contract Documents, that all amounts have been paid by the Contractor information and belief the Work covered by this Application for Payment has been completed The undersigned Contractor certifies that to the best of the Contractor's knowledge, Windcrest CB 2.0 Sergio Luciali, President by one the this 6/16/18/11 AIA DOCUMENT G702 CONTRACT DATE PROJECT No: PERIOD TO: 10/17/08 APPLICATION No: SOMMING HARRIS day of Age gon Astronomy and the data Date: HOR PAYMENT 17-Oct-08 PAGE 1 OF 1 PAGES istribution to: CONTRACTOR OWNER ARCHITECT 2008



#### INVOICE

August 19, 2008

Invoice No 748-1rev

Erickson Construction L.L.C 3330 W. County Line Rd Highlands Ranch, CO. 80129

Attn: A Gordon

Re: Windcrest Highland Ranch CB2.0

Balance to Finish

Net 30 Days

R.C.R.I. NO. 3937

422,672.00

Kensed august Draw

### Description of items invoiced: Detailing and 3D model

Current Amount Due This Invoice	\$	60,000.00
Current Amount Due Incl. 3% Sales Tax	<i>:</i> \$	60,000.00
Less Previous Invoices	\$	0.00
Total Due	\$	60,000.00
Total Completion to Date	\$	60,000.00
Contract Sum to Date	\$	482,672.00
Change Order #1	\$	52,675.00
Original Contract Sum	\$	429,997.00

THANK YOU FOR THIS NICE ORDER.

0	422,672.00	12.43/0	20,000.00						
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	GES	SE 1 OF 1 PAGES	PAGE				Dosoullon In	Ctor : Beginnal Construction	Subcontra
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# "EXHIBIT D" APPLICATION AND CERTIFICATE FOR PAYMENT

TO:	ERICKSON Construction, L.L.C. 703 Maiden Choice Lane	DATE: August 19,	, 2008	
	Baltimore, MD 21228	PROJECT: 554-CB2.0		İ
more.	Parional Comments D	Job:	•	
FROM:	Regional Construction Resources, Inc.	APPLICANT NO: PERIOD TO:	8/25/2008	· ·
		10.000 10.	3/23/2008	· · · · · · · · · · · · · · · · · · ·
1.	Original Contract Amount		\$ 429,997.00	
2.	Change Orders Issued to Date (Thru C	.O. # )	\$52,675.00	
3.	Contract Sum to Date (Line 1	+ 2)	\$482,672.00	
4.	Total Complete and Stored to Date		\$60,000.00	
. 5.	Less Retainage (1	0_%)	\$ 0.00	
6.	Total Earned to Date Retainage (Line	4-5)	\$ 60,000.00 INCL 3%	SALES TAX
7.	Less Previous Requisitions		\$0.00	
8.	Payment Due this Period (Line 6-7)		\$ 60,000.00	
SUBCON	NTRACTORS AFFIDAVIT & RELEASI	OF LIEN:		
accordanc	rsigned Subcontractor certifies: (i) that the rece with the Contract Documents; (ii) that it it or which Erickson Construction has paid pre	ias paid its employees, sub-co	intractors and material suppliers t	for all work and
202 1777	A CETOD D		•	
CONTRA	ACTOR: By: (Officer, General Par		Date:10/1	6/08
	Sergio Luciani, Preside			!
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lote:	Payment will be made for only those con Change Order has been issued by Ericks additional costs or pending extras.	sts which are included as part of the construction L.L.C. Please	of the Original Contract amount or e provide a list of any outstanding	for which a claims for
OTES:			TO BE COMPLETED BY PRO	JECT MANAGER
			RETAINAGE RELEASE	
			PROGRESS BILLING	
			RETAINAGE HELD	
			TOTAL AMOUNT DUE	
			PROJECT NUMBER	554-CB-2.0
			COST CODE	48400-05-1000
			APPROVED BY	
FD	NAL PAYMENT		APPROVED DATE	
NCH LIST	COMPLETEDYESNO			
	COMPLETED YES NO YES NO YES NO		FOR ACCOUNTING U	SE ONLY
	OUT BOOK-DEL)YESNO		DATE RECEIVED	
ANGE OR	DERS COMPLETED YES NO	•	REVIEWED BY	
			EC	Sub:

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

	Original Contract Amount:  Approved Change Orders:  Adjusted Contract Amount  Complete to Date:  Retention:  Total Eamed (Less Retention)  Previous Payments:  Current Payment:  Contract Balance:  S \$429,997.00  \$ \$52,675.00  \$ \$482,672.00  \$ \$60,000.00  \$ \$0.00  INCL. 3% SALES TAX  (Title Insurer)  (Lender)  (Owner)  (Contractor)
The UNDERSIGNED being duly sworn states that he	is the President (title)
of Regional Construction Resources, Inc. (firm) who has	as a contract with Erickson Construction L.L.C.
for furnishing Structural and Miscellaneous Steel and Ere	ection for the improvements being erected on
real estate known and identified as Wind Crest CB 2.0   County, State of CO and owned by	ocated in Highlands Ranch
and other good and claims of right of lien on the aforement or other consideration due or to become due on account of furnished prior to  The UNDERSIGNED, respectfully warrants that the other sums are claimed, that all laborers, subcontractors, a due and all current sums due out of this payment and that entitled to claim or assert any claim against the above descriptions of the undersigned.	ne contract status set forth above is an accurate statement and no and suppliers employed by him have been paid all sums previously none of such labors, subcontractors or suppliers is or will be cribed real estate or the improvements thereon for labor or materials request, the undersigned shall list the name of each of his
Signed this 16 th day of OCTOBER 2008  By signed and sworn to before me this 16th day of OCTOBER	Sergio Luciani, President
My commission Expires: 6-16-2011	Stacy A. Lewcun, Notary Public Maria 2011
Page 1 of 1	
	EC Sub:

APPLICATION AND CERTIFICATION FOR PAYMENT	AIA DOCUMENT G702
703 Maiden Choice Lane PROJECT: Baltimore, MD 21228	o: 1 Dist
FROM CONTRACTOR:  Regional Construction Resources  Resources	PERIOD TO: 8/19/08 CONTRACTOR
Houston, TX 77092	PROJECT No:
CONTRACT FOR: Structural Steel	CONTRACT DATE:
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 Contract.
1. ORIGINAL CONTRACT SUM	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.
	By: Date: 16-Oct-08
bof Couran D + E on G703) bof Stored Material	State of: TEXAS Subscribed and sybra to be ore me this Notary Public: My Commission expires:  10 10 10 10 10 10 10 10 10 10 10 10 10 1
Total in Column I of G703)	ARCHITECT'S CERTIFICATE FOR PAYFIENT In accordance with the Contract Documents, based on Occipation and the data comprising the application the Artistantian statements of the comprising the application of the comprising the application of the comprising the application of the comprising the application of the comprising the application of the comprising the application of the comprising the application of the comprising the application of the comprising the application of the comprising the application of the comprising the application of the comprising the application of the comprising the application of the comprising the application of the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the comprising the
PAYMENT (Line 6 from prior Certificate)	Architect's knowledge, information and belief the work flagung that to the best of the of the of the Work is in accordance with the Contract Documentally BANTHE Contractor is entitled to payment of the AMOUNT CERTIFIED.
CHANGE ORDER SUMMARY ADDITIONS DEDITIONS	AMOUNT CERTIFIED
nges approved  s months by Owner \$0.00  roved this Month \$0.00	(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 to the amount certified.) ARCHITECT:  B.:.
NET CHANGES by Change Order \$0.00	This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of a contractor named by the contractor named herein.
	prejudice to any rights of the Owner or Contractor under this Contract.

Please Return To:
Erickson Construction Finance
991 Corporate Boulevard
Linthian MD 21000

NIX STATE OF Colorado

SS		1140		Linthicur	n, MD 21090			
COUNTY OF Douglas County		110	At	tn: Una	malon			
•				, h.	11.100			
TO WHOM IT MAY CONCERN:				. 9	11109			
WHEREAS the undersigned has been e		Construction, LLC	to furnish	for	the premises known as			
WCD CB20 of which Littleton Campus	, LLC is the owner.							
TOTAL Annual Control to a control of the	-8m - 27 - 1 - 10							
THE undersigned, for and in consideration and valuable consideration, the receipt of								
or claim of, or right to, lien, under the star								
and the improvements thereon, and on the								
become due from the Owner, on account								
undersigned for the above-described prem			<del></del>		,			
•								
DATED: December 20, 2008		// сомт	ANY: REGIONAL C	ONSTRUCTION				
	· /	ADDR	ESS:	0	<u> </u>			
SIGNATURE AND TITLE:	<del>2 ~~~~</del>			, rusian	<del></del>			
NOTE: All waivers must be for the full a					icer signing waiver should			
be set forth; if waiver is for a partnership,	the partnership name	snould sign and desig	nate nim/nersell as a par	mer.				
	CON	TRACTOR'S A	CETT A VITT		<del> </del>			
TO WHOM IT MAY CONCERN:	CON	IRACIONSA	FFIDAVII					
THE undersigned, being duly s	more democes and so	on that he is		of the	,			
REGIONAL CONSTRUCTION who is			work	on the building locate	d as			
	ned by <u>Littleton Can</u>		WOIR	on the outland totate	4 44			
•			•					
That the total amount of the contract including extras is \$429.997.00 on which he has received payment of \$54,000.00 prior to this payment. That all								
waivers are true, correct and genuine and o	lelivered unconditions	ally and that there is n	o claim either legal or e	quitable to defeat the	validity of said waivers.			
That the following are the names of all par	ties who have furnish	ed material or labor, o	r both, for said work an	d all parties having co	ntracts or subcontracts			
for specific portions of said work or for ma					, and that the items			
mentioned include all labor and material re	quired to complete sa	id work according to	plans and specifications	:				
<del></del>	T	CONTRACT	<del></del>	T Trans				
NAME	WHAT FOR	PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE			
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TOTAL ALL LABOR AND MATERIA	L TO COMPLETE		<del>                                     </del>					
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That there are no other contracts for said we	ork outstanding, and t	hat there is nothing di	e or to become due to a	ny person for materia	l, labor or other work of			
any kind or to be done upon or in connection	n with said work other	er than above stated.						
•					//			
	01			)				
Signed this day of	,20/1	Signatu	те:	1	CHANNET			
4	<b>)</b>	,		Ninin .	STACYA			
Signed and sworn to before me this	_ day of	,20 <u>V</u>		Mills .	NOTARY			
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#### PARTIAL LIEN WAIVER

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

STATE OF Colorado Attn:\(\bar{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\column{1}{\partial}\colu COUNTY OF Douglas County TO WHOM IT MAY CONCERN: WHEREAS the undersigned has been employed by Erickson Construction, LLC to furnish for the premises known as WCD CB20 of which Littleton Campus, LLC is the owner. THE undersigned, for and in consideration of Fifty-Four Thousand And NO/100 Dollars (\$54,000.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, do(es), to the fullest extent permitted by law, hereby warve and release and all lien or claim of, or right to, lien, under the statutes of the State of Colorado, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the money, funds or other considerations, due or to become due from the Owner, on account of labor services, material, fixtures, apparatus or machinery, heretofore furnished, to this date only, by the undersigned for the above-described premises. COMPANY: REGIONAL CONSTRUCTION DATED: November 20, 2008 SIGNATURE AND TITLE: NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, the title of officer signing waiver should be set forth, if waiver is for a partnership, the partnership name should sign and designate him/herself as a partner. CONTRACTOR'S AFFIDAVIT TO WHOM IT MAY CONCERN: THE undersigned, being duly sworn, deposes and says that he is work on the building located at REGIONAL CONSTRUCTION who is the contractor for the owned by Littleton Campus, LLC That the total amount of the contract including extras is \$429.997.00 on which he has received payment of \$0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties baving contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications: THIS CONTRACT AMOUNT PAID BALANCE WHAT FOR NAME PAYMENT PRICE TOTAL ALL LABOR AND MATERIAL TO COMPLETE That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for meterial, labor or other work of any kind or to be done upon or in connection with said work other than above stated. Signed and swom to before me this day of November

#2009068575, 08/27/2009 at 12:34:00 PM, 1 OF 2,Rec Fee \$11.00 Douglas County CO Jack Arrowsmith, Clerk & Recorder

#### STATEMENT OF LIEN

In accordance with Article 121 of Title 38 of the Colorado Revised Statutes, REGIONAL CONSTRUCTION RESOURCES, INC., 15460 Pin Oak Drive, Conroe, Montgomery County, Texas, 77384, makes the following statement of lien:

FIRST: That the name of the owner or reputed owner of such property to be charged with the lien is Littleton Campus, LLC, 701 Maiden Choice Lane, Catonsville, (Baltimore) MD 21228.

SECOND. That the name and mailing address of the person claiming the lien is REGIONAL CONSTRUCTION RESOURCES, INC., 15460 Pin Oak Drive, Conroe, Montgomery County, Texas, 77384, a subcontractor.

That the name of the person who furnished the laborers or material or performed the labor or services, or supplied the machinery, tools or equipment for which said lien is claimed is REGIONAL CONSTRUCTION RESOURCES, INC. That the name of the principal contractor is ERICKSON CONSTRUCTION, LLC, 701 Malden Choice Lane, Catonsville (Baltimore) MD 21228.

THIRD: That the property to be charged with such lien is described as follows:

WIND CREST COMMUNITY BUILDING 2.0, a part of Lot 1, Block 2, Erickson Subdivision of 18.06 acres, more or less.

Also know by street number 2975 SUMMER WIND LANE, HIGHLANDS RANCH (DOUGLAS COUNTY) COLORADO 80129, situated in the County of Douglas, State of Colorado. That the said lien is held for and on account of REGIONAL CONSTRUCTION RESOURCES, INC. for labor performed and materials furnished..

FOURTH: That the amount of indebtedness due or owing the claimant for which said lien is claimed, for laborers or material furnished, labor and services performed, machinery, tools and equipment supplied is: \$140,737.00, together with interest thereon at the legal rate.

REGIONAL CONSTRUCTION RESOURCES, INC.

Sergio Luciani, President 15460 Pin Oak Drive

Conroe, Montgomery County, Texas, 77384

STATE OF TEXAS

§

**COUNTY OF HARRIS** 

I, Sergio Luciani, President of Regional Construction Resources, Inc., being of lawful age and being first duly sworn, upon oath, do say that I am the President of Regional Construction Resources, Inc. the claimant herein named; that I have read the within statement of lien and abstract of indebtedness and know the content thereof; and that the same is true and correct to the best of my knowledge, information and belief, and is made on behalf of the claimant.

Sergio Luciani, President

SUBSCRIBED AND SWORN TO BEFORE ME in the County of Harris, State of Texas, on this 10th day of August, 2009.

SONDRA HEUGATTER
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES APRIL 12, 2013

Printed Name of Notary

My Commission Expires: