


<b>UNITED STATES BANKRUPTCY COURT</b>		Northern District of Texas	<b>PROOF OF CLAIM</b>
Name of Debtor: <b>Littleton Campus, LLC</b>		Case Number: <b>09-37023</b>	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.			
Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>Sergio Luciani</b>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  Court Claim Number: _____  Filed on: _____	
Name and address where notices should be sent: <b>c/o Pronske &amp; Patel, PC</b> <b>2200 Ross Avenue, Suite 5350</b> <b>Dallas, TX 75201</b>  Telephone number: <b>(214) 658-6500</b>		<b>RECEIVED</b>  <b>APR 12 2010</b>	
Name and address where payment should be sent (if different from above):  <div style="text-align: center;"><b>BMC GROUP</b></div>  Telephone number: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.  <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
1. Amount of Claim as of Date Case Filed: \$ <u>693,093.35</u>  If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.  If all or part of your claim is entitled to priority, complete item 5.  <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.  Specify the priority of the claim.	
2. Basis for Claim: <u>Labor and materials</u> (See instruction #2 on reverse side.)		<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).	
3. Last four digits of any number by which creditor identifies debtor: _____  3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		<input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).	
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.  Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: <u>Mechanic's lien recorded against property</u>  Value of Property: \$ <u>unknown</u> Annual Interest Rate: _____ %  Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ <u>693,093.35</u> Basis for perfection: <u>Mechanic's Lien</u>  Amount of Secured Claim: \$ <u>693,093.35</u> Amount Unsecured: \$ <u>0.00</u>		<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).  <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).  <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).  <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)( ): _____	
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.  7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)  DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.  If the documents are not available, please explain: _____		Amount entitled to priority: \$ _____  *Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.	
Date: <u>04/09/2010</u>  Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  <b>Sergio Luciani, President of Regional Construction Services, Inc.</b>		FOR COURT USE ONLY  <b>Erickson Ret. Comm. LLC</b>  01821	

## 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.

**5. 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 priority.

**6. Credits:**

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.

**Creditor**

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).

**Claim**

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

**Proof of Claim**

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 tax-identification, 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.uscourts.gov](http://www.pacer.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 debtor. 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(c), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.



**pronske&patel**  
A PROFESSIONAL CORPORATION

2200 Ross Ave | Suite 5350 | Dallas, Texas 75201

Melanie P. Goolsby  
(214) 658-6500  
[mgoolsby@pronskepatel.com](mailto: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

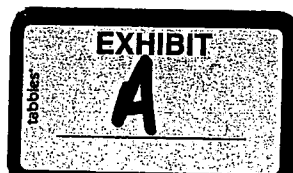
**Regional Construction Resources, Inc.  
Proof of Claim Exhibit List**

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	



Regional Construction Resources, Inc.  
Interest Calculation through October 19, 2009

<u>Property</u>	<u>Outstanding balance</u>	<u>Date of Invoice</u>	<u>Payment due</u>	<u>Number of days of interest</u>	<u>Interest at 12% through 10/19/09</u>	<u>Total Principal Plus Interest</u>
Elevated Pedestrial Walkway	\$ 72,276.00	03/23/2009	05/20/2009	152	\$ 3,611.82	\$ 75,887.82
	<b>\$ 72,276.00</b>				<b>\$ 3,611.82</b>	<b>\$ 75,887.82</b>
Wind Crest Community Building	\$ 98,637.00	01/15/2009	02/20/2009	241	\$ 7,815.29	\$ 106,452.29
2.0	\$ 42,100.00	04/09/2009	05/20/2009	152	\$ 2,103.85	\$ 44,203.85
	<b>\$ 140,737.00</b>				<b>\$ 9,919.14</b>	<b>\$ 150,656.14</b>
Wind Crest Community Building	\$ 91,681.00	04/15/2009	05/20/2009	152	\$ 4,581.54	\$ 96,262.54
2.1	\$ 13,870.00	04/30/2009	06/20/2009	121	\$ 551.76	\$ 14,421.76
	<b>\$ 105,551.00</b>				<b>\$ 5,133.30</b>	<b>\$ 110,684.30</b>
Wind Crest Community Building	\$ 225,624.00	03/23/2009	05/20/2009	152	\$ 11,275.02	\$ 236,899.02
2.2	\$ 106,466.00	04/15/2009	05/20/2009	152	\$ 5,320.38	\$ 111,786.38
	\$ 6,905.00	04/30/2009	06/20/2009	121	\$ 274.69	\$ 7,179.69
	<b>\$ 338,995.00</b>				<b>\$ 16,870.09</b>	<b>\$ 355,865.09</b>
<b>TOTALS</b>	<b>\$ 657,559.00</b>				<b>\$ 35,534.35</b>	<b>\$ 693,093.35</b>



### 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 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 \$657,559.00, together with interest thereon at the legal rate.

Regional Construction Resources, Inc.

By Sergio Luciani  
Sergio Luciani, President

STATE OF TEXAS

COUNTY OF ~~HARRIS~~ Montgomery

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.

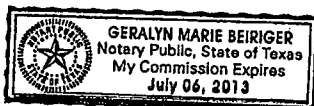
Sergio Luciani  
Sergio Luciani

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

My commission expires: July 06, 2013

Witness my hand and official seal.

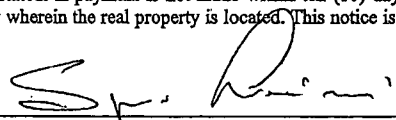
Geraldine Beuer  
Notary Public



# 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 owner or principal owner or his agent, as follows: Littleton Campus, LLC, 701 Maiden Choice Lane, Catonsville, MD 21228 on the 5th day of October, 2009.

Subscribed and sworn to before me in the City and County of Denver, State of Colorado, this 5th day of October, 2009.

My commission expires 04/04/2013

Witness my hand and

My Commission Expires 04/04/2013

  
Notary Public

## AFFIDAVIT OF SERVICE OR MAILING - CONTRACTOR

STATE OF COLORADO

CITY AND COUNTY OF DENVER

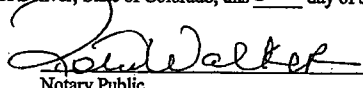
The undersigned, being of lawful age and being first duly sworn upon oath, deposes and says that this Notice of Intent to File a Lien Statement was mailed by fully prepaid certified mail, return receipt requested, to the last known address of the principal or prime contractor, as follows: Erickson Construction, LLC, 701 Maiden Choice Lane, Catonsville, MD 21228 on the 5th day of October, 2009.

Subscribed and sworn to before me in the City and County of Denver, State of Colorado, this 5th day of October, 2009.

My commission expires 04/04/2013

Witness my hand and official seal

My Commission Expires 04/04/2013

  
Notary Public

## AFFIDAVIT OF SERVICE OR MAILING PRIOR TO FILING LIEN STATEMENT

STATE OF COLORADO

CITY AND COUNTY OF DENVER

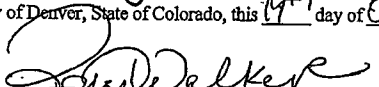
The undersigned, being of lawful age and being first duly sworn, deposes and says that this Notice of Intent to File a Lien Statement was served pursuant to Section 38-22-109(3) C.R.S. as evidenced by the Affidavits of Service or Mailing, at least ten (10) days before the time of filing the Lien Statement with the County Clerk and Recorder.

Subscribed and sworn to before me in the City and County of Denver, State of Colorado, this 19th day of October, 2009.

My commission expires 04/04/2013

Witness my hand and official seal

My Commission Expires 04/04/2013

  
Notary Public

**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 31<sup>st</sup>. 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 31<sup>st</sup>. 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****Invoices:****Aggregate Outstanding Balance \$140,737.00**

RCRI No. 4046

Invoice No. 748-4 Dated April 15, 2009

RCRI No. 4009

Invoice No. 748-4REV

RCRI No. 3990

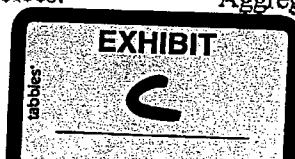
Invoice No. 748-3

RCRI No. 39

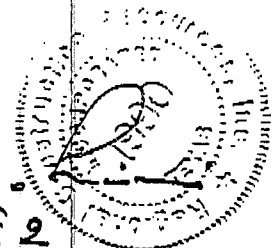
Invoice No. 748-2

RCRI No. 3937

Invoice No. 748-1REV

**Windcrest CB2.2****RCRI Project 756****Invoices:****Aggregate Outstanding Balance \$338,995.00**

*Sr.*  
*Page 1 of 2*



## 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

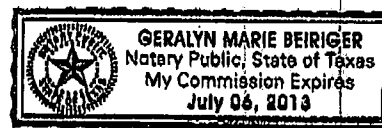
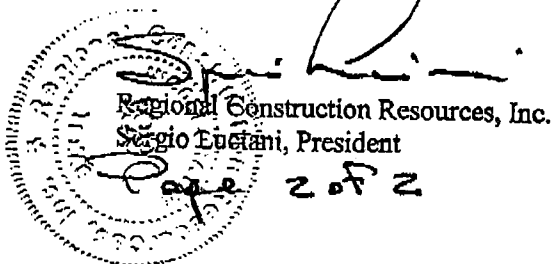
Windcrest EPW  
RCRI Project 759

Invoices:

Outstanding Aggregate Balance \$ 72,276.00

RCRI No. 4039	Invoice No. 759-4
RCRI No. Blank	Invoice No. 759-3(R)
RCRI No. 3995	Invoice No. 759-2
RCRI No. 3986	Invoice No. 759-1REV

Executed on this 31<sup>st</sup> day of December 2009



State of Texas, County of Montgomery  
Subscribed and sworn to before this 31 of December, 2009

Notary Public *Geraldine M. Beiriger*

My Commission Expires: 7-06-2013

Erickson Construction, LLC

Project: Elevated Pedestrian Walkway

Project Address: Mill Visa Rd  
Highlands Ranch, CO 80129

RCRI Project # 759

- Materials Contract
- Invoices
  - March 23, 2009 \$72,276.00
  - December 19, 2008 \$306,960.00
  - December 10, 2008 \$39,000.00
  - November 12, 2008 \$5,000.00
- Partial Lien Waiver
  - January 23, 2009 \$44,000.00
  - 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) 789-5575, 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)

### 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: 3.00%	\$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 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 obligee. Subcontractor can provide this information through a dual obligee rider. Two original copies of all bonds are required and should be forwarded to the Corporate Office located at 991 Corporate Boulevard, Linthicum, MD 21090.

Unless waived by Contractor in this Subsection, 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.
- The following code numbers shall be on all submissions:

Cost Code: 554BR10 48700-051000

- 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:

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

#### 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.

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:

CONTRACTOR:  
ERICKSON CONSTRUCTION, LLC.

DATE:

12/18/08

BY: David Tague  
TITLE: Vice President of Construction

SUPPLIER:  
Regional Construction Resources, Inc.

DATE:

11-14-2008

BY: Sergio Luciani  
TITLE: Owner

**EXHIBIT "A"**  
**Contract Documents**

<b><u>Drawing Number</u></b>	<b><u>Description</u></b>	<b><u>Date</u></b>
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**

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

**EXHIBIT "C"**  
**Sales Tax Form**

Subcontractor / Supplier Name: Regional Construction Resources, Inc.

Address: 5600 NW Central, Suite 100,  
Houston, TX, 77092

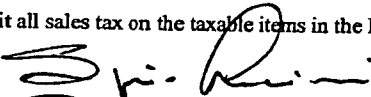
Job No. 554BR10

Purchase Order Number: 02

Is licensed to do business in the State of CO, sales tax registration number is 28-45379-0000

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:

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:

**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 20<sup>th</sup> 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 20<sup>th</sup> of the month*, your payment will be delayed until the following months payment cycle.

EXHIBIT "D"

APPLICATION AND CERTIFICATE FOR PAYMENT

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

DATE:

PROJECT NO.: 554BR10  
JOB: Enclosed Pedestrian Walkway  
APPLICANT NO.:  
PERIOD TO:

FROM: Regional Construction Resources, Inc.

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

**SUBCONTRACTORS AFFIDAVIT & RELEASE OF LIEN:**

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

CONTRACTOR: By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Officer, General Partner, or Owner)

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

**NOTES:**

**TO BE COMPLETED BY PROJECT MANAGER**

RETAINAGE RELEASE	\$
PROGRESS BILLING	\$
RETAINAGE HELD	\$
TOTAL AMOUNT DUE	\$
PROJECT NUMBER	554BR10
COST CODE #	48700-051000
APPROVED BY	
APPROVED DATE	

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

FOR ACCOUNTING USE ONLY	
DATE RECEIVED	
REVIEWED BY	



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

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

**ERICKSON CONSTRUCTION, 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 COLORADO)

) SS

COUNTY OF DOUGLAS)

To Whom It May Concern:

WHEREAS the undersigned has been employed by \_\_\_\_\_ to furnish \_\_\_\_\_ for the premises known as \_\_\_\_\_ of which \_\_\_\_\_ is the Owner,

THE undersigned, for and in consideration of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars, 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: \_\_\_\_\_ COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

SIGNATURE AND TITLE: \_\_\_\_\_

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 \_\_\_\_\_ of the \_\_\_\_\_ (name of company) who is the contractor for the \_\_\_\_\_ work on the building located at \_\_\_\_\_ owned by \_\_\_\_\_

That the total amount of the contract including extras is \$ \_\_\_\_\_ on which he has received payment of \$ \_\_\_\_\_ 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:

<u>NAMES</u>	<u>WHAT FOR</u>	<u>CONTRACT PRICE</u>	<u>AMOUNT PAID</u>	<u>THIS PAYMENT</u>	<u>BALANCE</u>

**TOTAL 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 \_\_\_\_\_, 200\_. Signature: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

Signature: \_\_\_\_\_

**EXHIBIT "F"**

**Final Lien Waiver**

STATE OF COLORADO)

) SS

COUNTY OF DOUGLAS)

To Whom It May Concern:

WHEREAS the undersigned has been employed by \_\_\_\_\_ to furnish \_\_\_\_\_ for the premises known as \_\_\_\_\_ of which \_\_\_\_\_ is the Owner,

THE undersigned, for and in consideration of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars, and other good and valuable consideration, the receipt of which is hereby acknowledged, 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 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, or which maybe furnished at any time hereafter, by the undersigned for the above-described premises.

DATED: \_\_\_\_\_ COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

SIGNATURE AND TITLE: \_\_\_\_\_

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 he is \_\_\_\_\_ of the \_\_\_\_\_ (name of company) who is the contractor for 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 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), and other good and valuable consideration, does hereby certify that the work referred to on the reverse side has been fully performed to the customer's full satisfaction. Furthermore, to the extent permitted by law, the undersigned, does hereby waive and release any and all lien or claim of, or right to lien, under the statutes of the State of COLORADO, relating to the mechanics' and/or materialmen's liens, with respect to and on Premises, and on other material, fixtures, goods, apparatus or machinery furnished, on account of labor, services, materials, fixtures, goods, apparatus or machinery, furnished to this date only by the undersigned, for the Premises, without prejudice to assert any right of lien as to future delivery, performance or furnishing.

<u>NAMES</u>	<u>WHAT FOR</u>	<u>CONTRACT PRICE</u>	<u>AMOUNT PAID</u>	<u>THIS PAYMENT</u>	<u>BALANCE</u>

**TOTAL 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 \_\_\_\_\_, 200\_. Signature: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

Signature: \_\_\_\_\_

## 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.
- 1.8 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.

- 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**



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

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**Description of items invoiced:**

1.	Original Contract Sum	\$	432,696.00
2.	Change Order #1	\$	0.00
3.	Contract Sum to Date	\$	432,696.00
4.	Total Completion to Date	\$	423,236.00
5.	Less Previous Invoices	\$	350,960.00
6.	Current Amount Due	\$	72,276.00 incl. 3% Sales Tax

Current Amount Due This Invoice	\$	72,276.0
---------------------------------	----	----------

Balance to Finish                      \$      9,460.00

THANK YOU FOR THIS NICE ORDER.

## SUBCONTRACT SCHEDULE OF VALUES

Subcontractor : Regional Construction Resources, Inc.

Project Name: WindCrest EPW Highlands Ranch CO

PAGE 1 OF 1 PAGES

Application No: 4

Application Date: 3/23/2009

Period From: 2/1/2009

Period To: 3/31/2009

Job No:

Vendor No:

A		B		C		D		E		F		G		H		I	
Item No.	Description of Work	Scheduled Value	Work Complete		Stored Materials (not in D or E)	Total Complete and Stored to Date (D+E+F)	%	Balance to Finish (C-G)	Retainage								
			Previous Applications (D+E)	Work in Place this Period													
1	Detailing	39,000.00	39,000.00	0.00	0.00	39,000.00	100%	0.00	0.0								
2	Anchor Bolts and Embeds	10,000.00	10,000.00	0.00	0.00	10,000.00	100%	0.00	0.0								
3	Structural Steel	383,696.00	301,960.00	72,276.00	0.00	374,236.00	98%	9,460.00	0.0								
4		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.0								
5		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.0								
6		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.0								
7		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.0								
8		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.0								
9		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.0								
10		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.0								
11		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.0								
12		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.0								
13		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.0								
14		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.0								
15		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.0								
16		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.0								
17		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.0								
18		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.0								
19		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.0								
20		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.0								
21		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.0								
22		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.0								
23		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.0								
24		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.0								
25		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.0								
TOTAL		432,696.00	350,960.00	72,276.00	0.00	423,236.00	97.81%	9,460.00	0.0								

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

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

DATE: January 13, 2009

PROJECT: 554-EPW

Job:

FROM: Regional Construction Resources, Inc.

APPLICANT NO:

3

PERIOD TO:

1/30/2009

1.	Original Contract Amount	\$	<u>432,696.00</u>
2.	Change Orders Issued to Date (Thru C.O. # )	\$	<u>0.00</u>
3.	Contract Sum to Date (Line 1 + 2)	\$	<u>432,696.00</u>
4.	Total Complete and Stored to Date	\$	<u>423,236.00</u>
5.	Less Retainage ( <u>0</u> %)	\$	<u>0.00</u>
6.	Total Earned to Date Retainage (Line 4-5)	\$	<u>423,236.00</u>
7.	Less Previous Requisitions	\$	<u>-350,960.00</u>
8.	Payment Due this Period (Line 6-7)	\$	<u>72,276.00</u> INCL 3% SALES TAX

**SUBCONTRACTORS AFFIDAVIT & RELEASE OF LIEN:**

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

CONTRACTOR: By:



Date:

2/23/09

(Officer, General Partner, or Owner)

Sergio Luciani, President

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

**NOTES:**

**TO BE COMPLETED BY PROJECT MANAGER**

RETAINAGE RELEASE	
PROGRESS BILLING	
RETAINAGE HELD	
TOTAL AMOUNT DUE	
PROJECT NUMBER	<u>554-EPW</u>
COST CODE	<u>48400-05-1000</u>
APPROVED BY	
APPROVED DATE	

FINAL PAYMENT	
UNCH LIST COMPLETED	YES NO
ARRANTY COMPLETED	YES NO
TTIC STOCK DELIVERED	YES NO
&M (CLOSEOUT BOOK-DEL)	YES NO
HANGE ORDERS COMPLETED	YES NO

**FOR ACCOUNTING USE ONLY**

DATE RECEIVED

REVIEWED BY

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



"EXHIBIT "E"

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

STATE OF: TEXAS  
COUNTY OF: HARRIS

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

INCL 3% SALES TAX

TO: \_\_\_\_\_ (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 a contract with Erickson Construction L.L.C.  
for furnishing Structural and Miscellaneous Steel and Erection for the improvements being erected on  
real estate known and identified as Wind Crest EPW located in Highlands Ranch  
County, State of CO and owned by \_\_\_\_\_

The UNDERSIGNED for and in consideration of the sum of **SEVENTY TWO THOUSAND TWO HUNDRED SEVENTY SIX DOLLARS** in payment of invoice or application dated **3-23-2009**  
(72,276.00) and other good and claims of right of lien on the aforementioned property and improvements thereon, and on monies  
or other consideration due or to become due on account of labor or services, materials, fixtures or apparatus heretofore  
furnished prior to \_\_\_\_\_, 2008, except for the retention stated above.

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

Signed this 23RD day of MARCH 2009

By: \_\_\_\_\_  
Regional Construction Resources, Inc.  
Contractor/Supplier/Subcontractor  
Sergio Luciani, President

signed and sworn to before me this 23RD day of MARCH 2009.

My commission Expires: 6-16-2011

Stacy A. Lewcun, Notary Public  
NOTARY PUBLIC  
STATE OF TEXAS  
6-16-2011

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

APPLICATION AND CERTIFICATION FOR PAYMENT

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

PROJECT: Windcrest EPW

FROM CONTRACTOR: Regional Construction Resources  
5600 Northwest Central Drive, Ste. 100  
Houston, TX 77092

CONTRACT FOR: Structural Steel

VIA ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM ..... 432,696.00  
2. Net change by Change Orders ..... \$0.00  
3. CONTRACT SUM TO DATE (Line 1 + 2) ..... \$432,696.00  
4. TOTAL COMPLETED & STORED TO DATE ..... 423,236.00  
(Column 6 on G703)  
RETAINAGE:  
a. of Completed Work ..... \$0.00  
(Column D + E on G703)  
b. of Stored Material .....  
(Column F on G703)  
Total Retainage (Lines 5a + 5b) or  
Total in Column I of G703) ..... \$0.00  
TOTAL EARNED LESS RETAINAGE ..... \$423,236.00  
(Line 4 Less Line 5 Total)  
LESS PREVIOUS CERTIFICATES FOR  
PAYMENT (Line 6 from prior Certificate) ..... (\$350,960.00)  
CURRENT PAYMENT DUE INCLUDES 3% SALES TAX ..... \$72,276.00  
BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$9,460.00  
(Line 3 less Line 6)

CHARGE ORDER SUMMARY

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

CONTRACTOR'S APPLICATION FOR PAYMENT

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

CONTRACTOR: Sergio Luciani, President

By: \_\_\_\_\_ Date: 03/23/09

State of: TEXAS

Subscribed and sworn to before me this 23rd day of MARCH 2009

Notary Public \_\_\_\_\_ My Commission expires: 6/16/2011

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... \$

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

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.



REGIONAL CONSTRUCTION  
RESOURCES, INC.

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

## 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.

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**Description of items invoiced:**

1.	Original Contract Sum	\$	432,696.00
2.	Change Order #1	\$	0.00
3.	Contract Sum to Date	\$	432,696.00
4.	Total Completion to Date	\$	350,960.00
5.	Less Previous Invoices	\$	44,000.00
6.	Current Amount Due	\$	306,960.00 incl. 3% Sales Tax

Current Amount Due This Invoice	\$ 306,960.00
---------------------------------	---------------

Balance to Finish                      \$        81,736.00

**THANK YOU FOR THIS NICE ORDER.**

## SUBCONTRACT SCHEDULE OF VALUES

Subcontractor : Regional Construction Resources, Inc.

PAGE 1 OF 1 PAGES

Project Name: WindCrest EPW Highlands Ranch CO

Application No: 3  
 Application Date: 12/19/2008  
 Period From: 11/25/2008  
 Period To: 12/30/2008  
 Job No:  
 Vendor No:

A		B		C		D		E		F		G		H		I	
Item No.	Description of Work	Scheduled Value	Work Complete		Stored Materials (not in D or E)	Total Complete and Stored to Date (D+E+F)	%	Balance to Finish (C-G)	Retainage								
			Previous Applications (D+E)	Work in Place this Period													
1	Detailing	39,000.00	39,000.00	0.00	0.00	39,000.00	100%	0.00	0.00								
2	Anchor Bolts and Embeds	10,000.00	5,000.00	0.00	0.00	5,000.00	50%	5,000.00	0.00								
3	Structural Steel	383,696.00	0.00	306,960.00	0.00	306,960.00	80%	76,736.00	30,696.00								
4		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
5		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
6		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
7		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
8		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
9		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
10		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
11		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
12		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
13		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
14		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
15		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
16		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
17		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
18		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
19		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
20		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
21		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
22		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
23		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
24		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
25		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
TOTAL		432,696.00	44,000.00	306,960.00	0.00	350,960.00	81.11%	81,736.00	30,696.00								



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

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

DATE: December 19, 2008

PROJECT: 554-EPW

Job:

FROM: Regional Construction Resources, Inc.

APPLICANT NO:

3

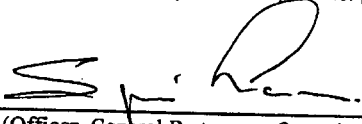
PERIOD TO:

12/30/2008

1.	Original Contract Amount	\$	<u>432,696.00</u>
2.	Change Orders Issued to Date (Thru C.O. # )	\$	<u>0.00</u>
3.	Contract Sum to Date (Line 1 + 2)	\$	<u>432,696.00</u>
4.	Total Complete and Stored to Date	\$	<u>350,960.00</u>
5.	Less Retainage ( <u>0</u> %)	\$	<u>0.00</u>
6.	Total Earned to Date Retainage (Line 4-5)	\$	<u>350,960.00</u>
7.	Less Previous Requisitions	\$	<u>-44,000.00</u>
8.	Payment Due this Period (Line 6-7)	\$	<u>306,960.00 INCL 3% SALES TAX</u>

**SUBCONTRACTORS AFFIDAVIT & RELEASE OF LIEN:**

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

CONTRACTOR: By:  Date: 12/19/08  
(Officer, General Partner, or Owner)  
**Sergio Luciani, President**

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

**NOTES:**

**TO BE COMPLETED BY PROJECT MANAGER**

RETAINAGE RELEASE	<u>                    </u>
PROGRESS BILLING	<u>                    </u>
RETAINAGE HELD	<u>                    </u>
TOTAL AMOUNT DUE	<u>                    </u>
PROJECT NUMBER	<u>554-EPW</u>
COST CODE	<u>48400-05-1000</u>
APPROVED BY	<u>                    </u>
APPROVED DATE	<u>                    </u>

FINAL PAYMENT	
UNCH LIST COMPLETED	<u>YES</u> <u>NO</u>
ARRANTY COMPLETED	<u>YES</u> <u>NO</u>
ITIC STOCK DELIVERED	<u>YES</u> <u>NO</u>
\$M (CLOSEOUT BOOK-DEL)	<u>YES</u> <u>NO</u>
CHANGE ORDERS COMPLETED	<u>YES</u> <u>NO</u>

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

EC            Sub:

# APPLICATION AND CERTIFICATION FOR PAYMENT

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

AIA DOCUMENT G702  
APPLICATION No: 3  
PAGE 1 OF 1 PAGES

PROJECT:

Windcrest EPW

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR

FROM CONTRACTOR:

Regional Construction Resources  
5600 Northwest Central Drive, Ste. 100  
Houston, TX 77092  
CONTRACT FOR: Structural Steel

PERIOD TO:

PROJECT No:

CONTRACT DATE:

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	432,696.00
2. Net change by Change Orders	
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$0.00
4. TOTAL COMPLETED & STORED TO DATE	\$432,696.00
(Column G on G703)	350,960.00

RETAINAGE:

- a. of Completed Work (Column D + E on G703) \$0.00  
b. of Stored Material (Column F on G703)  
Total Retainage (Lines 5a + 5b) or

Total in Column I of G703	\$0.00
TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$350,960.00
LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	(\$44,000.00)
CURRENT PAYMENT DUE INCLUDES 3% SALES TAX	\$306,960.00
BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$81,736.00

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

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

CONTRACTOR:

By: Sergio Luciani Date: 12/19/08  
Sergio Luciani, President  
State of: TEXAS  
Subscribed and sworn to before me this 19 day of DECEMBER 2008  
Notary Public: Day A. [Signature]  
My Commission expires: 6/16/2011

## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

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



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:

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

Current Amount Due This Invoice	\$ 39,000.00
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Balance to Finish                      \$    388,696.00

THANK YOU FOR THIS NICE ORDER.

37864.08

1135.92 - tax



**PAGE 1 OF 1 PAGES**

Application No: 2

te:	12/10/2008
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17/25/2008	13/05/2008
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12/25/2008

[illegible]

1

Item No.	Description of Work	Scheduled Value	Work Complete		Stored Materials (not in D or E)	Total Complete and Stored to Date (D+E+F)	%	Balance to Finish (C-G)	Retainage
			Previous Applications (D+E)	Work in Place this Period					
1	Detailing	39,000.00	0.00	39,000.00	0.00	39,000.00	100%	0.00	0.00
2	Anchor Bolts and Embeds	10,000.00	5,000.00	0.00	0.00	5,000.00	50%	5,000.00	0.00
3	Structural Steel	383,696.00	0.00	0.00	0.00	0.00	0%	383,696.00	0.00
4		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
5		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
6		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
7		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
8		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
9		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
10		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
11		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
12		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
13		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
14		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
15		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
16		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
17		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
18		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
19		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
20		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
21		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
22		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
23		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
24		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
25		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
TOTAL		432,696.00	5,000.00	39,000.00	0.00	44,000.00	10.17%	388,696.00	0.00

# APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: ERICKSON Construction, L.L.C.

703 Maiden Choice Lane  
Baltimore, MD 21228

PROJECT:

Windcrest EPV

AIA DOCUMENT G702

APPLICATION NO: 2

PAGE 1 OF 1 PAGES

FROM CONTRACTOR:

Regional Construction Resources  
5600 Northwest Central Drive, Ste. 100  
Houston, TX 77092

VIA ARCHITECT:

CONTRACT FOR: Structural Steel

PERIOD TO:

Distribution to:  
OWNER  
ARCHITECT  
CONTRACTOR

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

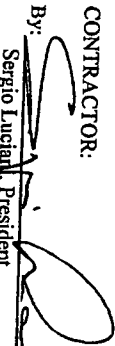

1. ORIGINAL CONTRACT SUM ..... 432,696.00
2. Net change by Change Orders ..... \$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) ..... \$432,696.00
4. TOTAL COMPLETED & STORED TO DATE ..... 44,000.00  
(Column G on G703)
5. RETAINAGE:
  - a. \_\_\_\_\_ of Completed Work ..... \$0.00  
(Column D + E on G703)
  - b. \_\_\_\_\_ of Stored Material .....  
(Column F on G703)
 Total Retainage (Lines 5a + 5b) or  
Total in Column I of G703) ..... \$0.00

6. TOTAL EARNED LESS RETAINAGE ..... \$44,000.00  
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) ..... (\$5,000.00)
8. CURRENT PAYMENT DUE INCLUDES 3% SALES TAX ..... \$39,000.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$388,696.00  
(Line 3 less Line 6)

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

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

CONTRACTOR:

By:  Date: 12/10/08  
Sergio Luciani, President  
State of: TEXAS  
Subscribed and sworn to before me this  
Notary Public:   
My Commission expires: 6/1/2013

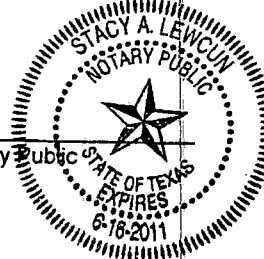
## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, the Architect certifies that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$

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

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.



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

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

DATE: December 10, 2008

PROJECT: 554-EPW

Job:

FROM: Regional Construction Resources, Inc.

APPLICANT NO:

2

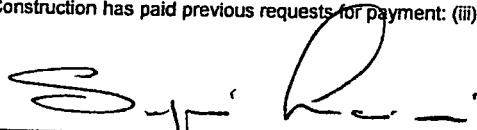
PERIOD TO:

12/25/2008

1.	Original Contract Amount	\$	<u>432,696.00</u>
2.	Change Orders Issued to Date (Thru C.O. # )	\$	<u>0.00</u>
3.	Contract Sum to Date (Line 1 + 2)	\$	<u>432,696.00</u>
4.	Total Complete and Stored to Date	\$	<u>44,000.00</u>
5.	Less Retainage ( <u>0</u> %)	\$	<u>0.00</u>
6.	Total Earned to Date Retainage (Line 4-5)	\$	<u>44,000.00</u>
7.	Less Previous Requisitions	\$	<u>-5,000.00</u>
8.	Payment Due this Period (Line 6-7)	\$	<u>39,000.00</u> INCL 3% SALES TAX

**SUBCONTRACTORS AFFIDAVIT & RELEASE OF LIEN:**

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

CONTRACTOR: By:   
(Officer, General Partner, or Owner)  
**Sergio Luciani, President**

Date: 12/10/08

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

**NOTES:**

**TO BE COMPLETED BY PROJECT MANAGER**

RETAINAGE RELEASE	_____
PROGRESS BILLING	_____
RETAINAGE HELD	_____
TOTAL AMOUNT DUE	_____
PROJECT NUMBER	<u>554-EPW</u>
COST CODE	<u>48400-05-1000</u>
APPROVED BY	_____
APPROVED DATE	_____

FINAL PAYMENT	
NCH LIST COMPLETED	<u>YES</u> <u>NO</u>
WARRANTY COMPLETED	<u>YES</u> <u>NO</u>
TIC STOCK DELIVERED	<u>YES</u> <u>NO</u>
M (CLOSEOUT BOOK-DEL)	<u>YES</u> <u>NO</u>
CHANGE ORDERS COMPLETED	<u>YES</u> <u>NO</u>

FOR ACCOUNTING USE ONLY	
DATE RECEIVED	_____
REVIEWED BY	_____

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



REGIONAL CONSTRUCTION  
RESOURCES, INC.

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

## 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

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### Description of items invoiced:

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

Current Amount Due This Invoice	\$ 5,000.00
---------------------------------	-------------

Balance to Finish                      \$     427,696.00

THANK YOU FOR THIS NICE ORDER.

4854.37  
145.63 tax

SUBCONTRACT SCHEDULE OF VALUES												PAGE 1 OF 1 PAGES		
Subcontractor : Regional Construction Resources, Inc.												Application No: 1rev		
Project Name: WindCrest EPW Highlands Ranch CO												Application Date: 11/12/2008		
												Period From: 10/1/2008		
												Period To: 11/25/2008		
												Job No:		
												Vendor No:		
A	B	C	D	E		F	G		H	I				
Item No.	Description of Work	Scheduled Value	Work Complete		Stored Materials (not in D or E)	Total Complete and Stored to Date (D+E+F)	%	Balance to Finish (C-G)	Retainage					
			Previous Applications (D+E)	Work in Place this Period										
1	Detailing	39,000.00	0.00	0.00	0.00	0.00	0%	39,000.00						
2	Anchor Bolts and Embeds	10,000.00	0.00	5,000.00	0.00	5,000.00	50%	5,000.00	0.00					
3	Structural Steel	383,696.00	0.00	0.00	0.00	0.00	0%	383,696.00	0.00					
4		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00					
5		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00					
6		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00					
7		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00					
8		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00					
9		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00					
10		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00					
11		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00					
12		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00					
13		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00					
14		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00					
15		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00					
16		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00					
17		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00					
18		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00					
19		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00					
20		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00					
21		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00					
22		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00					
23		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00					
24		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00					
25		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00					
TOTAL		432,696.00	0.00	5,000.00	0.00	5,000.00	1.16%	427,696.00	0.00					

# APPLICATION AND CERTIFICATION FOR PAYMENT

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

AIA DOCUMENT G702

PAGE 1 OF 1 PAGES

PROJECT:

1 rev

APPLICATION No:

Distribution to:

Windcrest EPW

OWNER  
ARCHITECT  
CONTRACTOR

FROM CONTRACTOR:

Regional Construction Resources  
5600 Northwest Central Drive, Ste. 100  
Houston, TX 77092

VIA ARCHITECT:

PERIOD TO:

CONTRACT FOR: Structural Steel

PROJECT No:

## CONTRACTOR'S APPLICATION FOR PAYMENT

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 Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM ..... 432,696.00
2. Net change by Change Orders ..... \$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) ..... \$432,696.00
4. TOTAL COMPLETED & STORED TO DATE ..... \$5,000.00  
(Column G on G703)
5. RETAINAGE:
  - a. of Completed Work ..... \$0.00  
(Column D + E on G703)
  - b. of Stored Material .....  
(Column F on G703)Total Retainage (Lines 5a + 5b) or  
Total in Column I of G703) ..... \$0.00

By: Sergio Luciani Date: 11/12/08

Sergio Luciani, President

TEXAS

Subscribed and sworn to before me this  
Notary Public: [Signature]

HARRIS  
November

2008

My Commission expires: 11/16/2011

## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... \$

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

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.

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





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

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

DATE: November 12, 2008

PROJECT: 554-EPW

Job:

FROM: Regional Construction Resources, Inc.

APPLICANT NO:

PERIOD TO:

1

11/25/2008

1. Original Contract Amount	\$ <u>432,696.00</u>
2. Change Orders Issued to Date (Thru C.O. # )	\$ <u>0.00</u>
3. Contract Sum to Date (Line 1 + 2)	\$ <u>432,696.00</u>
4. Total Complete and Stored to Date	\$ <u>5,000.00</u>
5. Less Retainage ( <u>0</u> %)	\$ <u>0.00</u>
6. Total Earned to Date Retainage (Line 4-5)	\$ <u>5,000.00</u>
7. Less Previous Requisitions	\$ <u>0.00</u>
8. Payment Due this Period (Line 6-7)	\$ <u>5,000.00</u> INCL 3% SALES TAX

**SUBCONTRACTORS AFFIDAVIT & RELEASE OF LIEN:**

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

CONTRACTOR: By: Sergio Luciani

(Officer, General Partner, or Owner)

**Sergio Luciani, President**

Date:

11/12/08

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

**NOTES:**

**TO BE COMPLETED BY PROJECT MANAGER**

RETAINAGE RELEASE

PROGRESS BILLING

RETAINAGE HELD

TOTAL AMOUNT DUE

PROJECT NUMBER

554-EPW

COST CODE

48400-05-1000

APPROVED BY

APPROVED DATE

**FINAL PAYMENT**

INCH LIST COMPLETED	YES	NO
ARRANTY COMPLETED	YES	NO
ITIC STOCK DELIVERED	YES	NO
3M (CLOSEOUT BOOK-DEL)	YES	NO
CHANGE ORDERS COMPLETED	YES	NO

**FOR ACCOUNTING USE ONLY**

DATE RECEIVED

REVIEWED BY

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

**PARTIAL LIEN WAIVER**

STATE OF Colorado

SS

COUNTY OF Douglas County

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

Attn: Uma Mahon  
by 2/5/09

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Erickson Construction, LLC to furnish \_\_\_\_\_ for the premises known as WCD BR10 of which Littleton Campus, LLC is the owner.

THE undersigned, for and in consideration of Forty-Four Thousand And NO/100 Dollars (\$44,000.00), 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: January 20, 2009

COMPANY: REGIONAL CONSTRUCTION

ADDRESS: Sergoluciani, President

SIGNATURE AND TITLE: S. R.

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 President 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 \$432,696.00 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:

NAME	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE
TOTAL ALL LABOR AND MATERIAL TO COMPLETE					

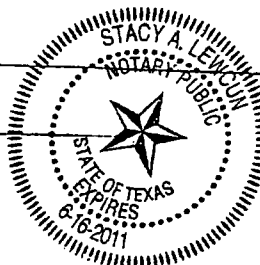
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind or to be done upon or in connection with said work other than above stated.

Signed this 23 day of January, 2009

Signature: S. R.

Signed and sworn to before me this 23 day of January, 2009

Signature: Stacy A. Lewin



Construction, LLC

96891 00501

CHECK NO.

69659

5548R10 WCD Enclosed Pedestrian Bridge

	INVOICE AMOUNT	RETAINAGE	PAYMENT
Contract Amount	432,696.00	0.00	0.00
Completed Prior Period	44,000.00	0.00	44,000.00
Completed This Period	0.00	0.00	0.00
Completed to Date	44,000.00	0.00	44,000.00
Contract Balance	388,696.00	0.00	388,696.00

Pay App # 1 & 2

CHECK DATE	1/20/2009	CHECK NUMBER	69659				44,000.00
------------	-----------	--------------	-------	--	--	--	-----------

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

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

PNC Bank  
PO Box 324  
Baltimore, MD 21203-0324

DATE  
1/20/2009

CHECK NO.  
69659

7-61/520  
AMOUNT  
44,000.00

ORTY FOUR THOUSAND AND 00/100\*\*\*\*\*

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

⑈00069659⑈ ⑆054000030⑆ 5501360699⑈

**PARTIAL LIEN WAIVER**

STATE OF Colorado

SS

COUNTY OF Douglas County

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

Attn: Jana Mphon  
by 3/6/09

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Erickson Construction, LLC to furnish \_\_\_\_\_ for the premises known as WCD BR10 of which Littleton Campus, LLC is the owner.

THE undersigned, for and in consideration of Three Hundred Six Thousand Nine Hundred Sixty And NO/100 Dollars (\$306,960.00), 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

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 President 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 \$432,696.00 on which he has received payment of \$44,000.00 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:

NAME	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE
TOTAL ALL LABOR AND MATERIAL TO COMPLETE					

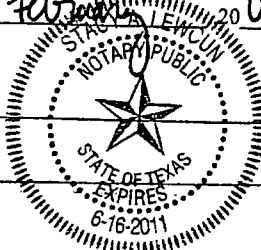
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind or to be done upon or in connection with said work other than above stated.

Signed this 24 day of February, 20 09

Signature: \_\_\_\_\_

Signed and sworn to before me this 24 day of February, 20 09

Signature: \_\_\_\_\_



Erickson Construction, LLC

Contract 96891 00501

Job Number 554BR10 WCD Enclosed Pedestrian Bridge

CHECK NO.  
70341

	INVOICE AMOUNT	RETAINAGE	PAYMENT
Contract Amount	432,696.00	0.00	0.00
Completed Prior Period	350,960.00	0.00	350,960.00
Completed This Period	0.00	0.00	0.00
Completed to Date	350,960.00	0.00	350,960.00
Contract Balance	81,736.00	0.00	81,736.00

CHECK DATE	2/20/2009	CHECK NUMBER	70341				306,960.00
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THE FACE OF THIS CHECK IS PRINTED WITH A COLORED BACKGROUND AND THE BACK CONTAINS A FACSIMILE WATERMARK. HOLD AT AN ANGLE TO VIEW

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

PNC Bank  
PO Box 324  
Baltimore, MD 21203-0324

DATE  
2/20/2009

CHECK NO.  
70341

AMOUNT  
306,960.00

THREE HUNDRED SIX THOUSAND NINE HUNDRED SIXTY AND 00/100\*\*\*\*\*

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



⑈00070341⑈ ⑆0540000030⑆ 5501360699⑈

### 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.

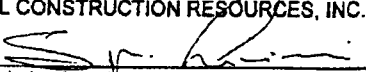
THIRD: That the property to be charged with such lien is described as follows:

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.

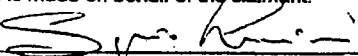
REGIONAL CONSTRUCTION RESOURCES, INC.

By:   
Sergio Luciani, President  
15460 Pin Oak Drive  
Conroe, Montgomery County, Texas, 77384

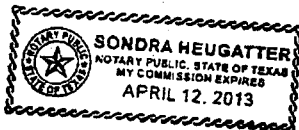
STATE OF TEXAS §


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.



  
NOTARY PUBLIC, STATE OF TEXAS  
Sondra Heugatter  
Printed Name of Notary  
My Commission Expires: 4/12/2013

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
  - April 30, 2009 \$6,905.00
  - April 15, 2009 \$106,466.00
  - March 23, 2009 \$475,624.00
  - January 20, 2009 \$163,131.00
  - November 7, 2008 \$97,878.00
  - October 16, 2008 \$41,372.00
- Partial Lien Waiver
  - July 29, 2009 \$250,000.00
  - February 24, 2009 \$163,31.00
  - December 31, 2008 \$97,878.00
  - 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**

154  
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 obligee. Subcontractor can provide this information through a dual obligee rider. Two original copies of all bonds are required and should be forwarded to the Corporate Office located at 991 Corporate Boulevard, Linthicum, MD 21090.

Unless waived by Contractor in this Subsection, 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:

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 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 DUE 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.

Subcontractor: Regional Construction Resources, Inc.  
Cost Code: 554RB22 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, sub-subcontractors, agents, employees, officers, members and directors, each of the other, and (2) the Owner, Developer, Operator, and any of their Subcontractors, sub-subcontractors, 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 sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

#### 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.

Subcontractor: Regional Construction Resources, Inc.  
Cost Code: 554RB22 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:

CONTRACTOR:  
ERICKSON CONSTRUCTION, LLC.

DATE:

11/4/08

BY: David Tague  
TITLE: Vice President of Construction

SUPPLIER:  
Regional Construction Resources, Inc.

DATE:

10-24-08

BY: Sergio Luciani  
TITLE: President

**EXHIBIT "A"**  
**Contract Documents**

<b><u>Drawing Number</u></b>	<b><u>Description</u></b>	<b><u>Date</u></b>
00.00	Cover Sheet	07/02/2008
00.01	Sheet Index	07/02/2008
00.02	Project Symbols, Abbreviations & Notes	07/02/2008
00.03	FHA Guidelines and General Notes for Living Units	07/02/2008
00.04	ADA Guidelines, 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

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

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	Partial 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 Terrace 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	Partial 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

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



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

Sub: Regional Construction Resources, Inc.  
Cost Code: 554RB22 - 48700-051000

Unit C11.5	MEP	07/02/2008
Unit C1h	Architectual	07/02/2008
Unit C1h	MEP	07/02/2008
Unit C5	Architctual	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

**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.
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 any 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 or 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: Regional Construction Resources, Inc.  
Cost Code: 554RB22 - 48700-051000

**EXHIBIT "C"**  
**Sales Tax Form**

Subcontractor / Supplier Name: Regional Construction Resources, Inc.

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 28-45379-0003

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:

Title:

*[Signature]*  
*President*

*10/30/08*

\*\*\*\*\*OR\*\*\*\*\*

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

Signed:

Date:

Title:

Sub: Regional Construction Resources, Inc.  
Cost Code: 554RB22 - 48700-051000

**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 20<sup>th</sup> 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 20<sup>th</sup> of the month*, your payment will be delayed until the following months payment cycle.

Sub: Regional Construction Resources, Inc.  
Cost Code: 554RB22 - 48700-051000

EXHIBIT "D"

**APPLICATION AND CERTIFICATE FOR PAYMENT**

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

DATE:

PROJECT NO.: 554RB22  
JOB: Sandpiper Hollow  
APPLICANT NO.:  
PERIOD TO:

FROM: Regional Construction Resources, Inc.

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

**SUBCONTRACTORS AFFIDAVIT & RELEASE OF LIEN:**

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

CONTRACTOR: By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Officer, General Partner, or Owner)

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

NOTES:

**TO BE COMPLETED BY PROJECT MANAGER**

RETAINAGE RELEASE	\$
PROGRESS BILLING	\$
RETAINAGE HELD	\$
TOTAL AMOUNT DUE	\$
PROJECT NUMBER	554RB22
COST CODE #	48700-051000
APPROVED BY	
APPROVED DATE	

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

FOR ACCOUNTING USE ONLY	
DATE RECEIVED	
REVIEWED BY	

Sub: Regional Construction Resources, Inc.  
Cost Code: 554RB22 - 48700-051000

**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 COLORADO)

) SS

COUNTY OF DOUGLAS)

To Whom It May Concern:

WHEREAS the undersigned has been employed by \_\_\_\_\_ to furnish \_\_\_\_\_ for the premises known as \_\_\_\_\_ of which \_\_\_\_\_ is the Owner,

THE undersigned, for and in consideration of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars, 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: \_\_\_\_\_ COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

SIGNATURE AND TITLE: \_\_\_\_\_

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 \_\_\_\_\_ of the \_\_\_\_\_ (name of company) who is the contractor for the \_\_\_\_\_ work on the building located at \_\_\_\_\_ owned by \_\_\_\_\_

That the total amount of the contract including extras is \$ \_\_\_\_\_ on which he has received payment of \$ \_\_\_\_\_ 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:

<u>NAMES</u>	<u>WHAT FOR</u>	<u>CONTRACT PRICE</u>	<u>AMOUNT PAID</u>	<u>THIS PAYMENT</u>	<u>BALANCE</u>

**TOTAL 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 \_\_\_\_\_, 200\_. Signature: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

Signature: \_\_\_\_\_

**EXHIBIT "F"**

**Final Lien Waiver**

STATE OF COLORADO)

) SS

COUNTY OF DOUGLAS)

To Whom It May Concern:

WHEREAS the undersigned has been employed by \_\_\_\_\_ to furnish \_\_\_\_\_ for the premises known as \_\_\_\_\_ of which \_\_\_\_\_ is the Owner,

THE undersigned, for and in consideration of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars, and other good and valuable consideration, the receipt of which is hereby acknowledged, do(es) hereby waive and release 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, or which may be furnished at any time hereafter, by the undersigned for the above-described premises.

DATED: \_\_\_\_\_ COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

SIGNATURE AND TITLE: \_\_\_\_\_

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 he is \_\_\_\_\_ of the \_\_\_\_\_ (name of company) who is the contractor for 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 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), and other good and valuable consideration, does hereby certify that the work referred to on the reverse side has been fully performed to the customer's full satisfaction. Furthermore, to the extent permitted by law, the undersigned, does hereby waive and release any and all lien or claim of, or right to lien, under the statutes of the State of COLORADO, relating to the mechanics' and/or materialmen's liens, with respect to and on Premises, and on other material, fixtures, goods, apparatus or machinery furnished, on account of labor, services, materials, fixtures, goods, apparatus or machinery, furnished to this date only by the undersigned, for the Premises, without prejudice to assert any right of lien as to future delivery, performance or furnishing.

<u>NAMES</u>	<u>WHAT FOR</u>	<u>CONTRACT PRICE</u>	<u>AMOUNT PAID</u>	<u>THIS PAYMENT</u>	<u>BALANCE</u>

**TOTAL 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 \_\_\_\_\_, 200\_. Signature: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

Signature: \_\_\_\_\_

Sub:: Regional Construction Resources, Inc.  
Cost Code::554RB22 - 48700-051000

**EXHIBIT "G"**

**SUBCONTRACTOR SCOPE OF WORK**

SEE ATTACHED

1/1  
C.L. [Signature]

## 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 14<sup>th</sup>, 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 RB2.2 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**

Shop Drawings	\$94,250.00
Anchor bolts, embeds	\$45,000.00
Structural steel	\$653,755.00
Miscellaneous	\$143,000.00
<b>Total Contract</b>	<b>\$936,005.00</b>

**END OF EXHIBIT G ATTACHMENT**

## SUBCONTRACT SCHEDULE OF VALUES

Subcontractor: Regional Construction Resources, Inc.

PAGE 1 OF 1 PAGES

Project Name: Wind Crest RB 2.2 Highlands Ranch CO

Application No: 7  
 Application Date: 4/30/2009  
 Period From: 4/1/2009  
 Period To: 4/30/2009  
 Job No:  
 Vendor No:

B		C		D		E		F	Vendor No:		H	I
Item No.	Description of Work	Scheduled Value	Work Complete		Stored Materials (not in D or E)	Total Complete and Stored to Date (D+E+F)	%	Balance to Finish (C-G)	Retainage			
			Previous Applications (D+E)	Work in Place this Period								
	Detailing	94,250.00	94,250.00	0.00	0.00	94,250.00	100%	0.00	0.00			
	Anchor Bolts and Embeds	45,000.00	45,000.00	0.00	0.00	45,000.00	100%	0.00	0.00			
	Structural Steel	653,755.00	653,755.00	0.00	0.00	653,755.00	100%	0.00	0.00			
	Miscellaneous	143,000.00	136,095.00	6,905.00	0.00	143,000.00	100%	0.00	0.00			
	CHANGE ORDER # 1	15,180.00	15,180.00	0.00	0.00	15,180.00	100%	0.00	0.00			
	PENDING CHANGE ORDERS	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
	DECO RAILS	-4,772.00	-4,772.00	0.00	0.00	-4,772.00	100%	0.00	0.00			
	LINK BRIDGE	-15,523.00	-15,523.00	0.00	0.00	-15,523.00	100%	0.00	0.00			
	BALCONY RAILS	-32,930.00	-32,930.00	0.00	0.00	-32,930.00	100%	0.00	0.00			
	ELEV. PIT LADDER	-400.00	-400.00	0.00	0.00	-400.00	100%	0.00	0.00			
	FIELD BOLTS	-6,184.00	-6,184.00	0.00	0.00	-6,184.00	100%	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	0.00	0.00	0%	0.00	0.00			
		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
10		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
11		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
12		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
13		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
14		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
15		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
16		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
17		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
18		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
19		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
20		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
TOTAL		891,376.00	884,471.00	6,905.00	0.00	891,376.00	100.00%	0.00	0.00			



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

*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**

1.	Original Contract Sum	\$	936,005.00
2.	Change Order #1	\$	15,180.00
3.	PENDING CHANGE ORDERS	\$	-59,809.00
4.	Contract Sum to Date	\$	891,376.00
5.	Total Completion to Date	\$	891,376.00
6.	Less Previous Invoices	\$	884,471.00
7.	Current Amount Due Incl 3% Sales Tax	\$	6,905.00

<b>Current Amount Due This Invoice</b>	<b>\$ 6,905.00</b>
----------------------------------------	--------------------

<b><i>Balance to finish</i></b>	<b>\$</b>	<b><i>0.00</i></b>
---------------------------------	-----------	--------------------

**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	Curr %	Total %	Amount
	~~~~~ 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 ~~~~~								
	~~~~~ Sales Tax	25,962.40					0.78%	0.78%	201.11
						<b>Total</b>		\$6,905.02	

<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$6,905.02



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	Curr %	Total %	Amount
202	Material General (Raw)  ~~~~~ 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 -\$51,363.00  ~~~~~  ~~~~~	908742.72	902038.81	99.26%		6,703.91	0.74%	100.00%	6,703.91
						Total			
						Payments/Credits			
						Balance Due			

"EXHIBIT "E"

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

STATE OF: TEXAS  
COUNTY OF: HARRIS

Original Contract Amount:	\$	<u>\$936,005.00</u>
Approved Change Orders:	\$	<u>-\$44,629.00</u>
Adjusted Contract Amount	\$	<u>\$891,376.00</u>
Complete to Date:	\$	<u>\$891,376.00</u>
Retention:	\$	<u>\$0.00</u>
Total Earned (Less Retention)	\$	<u>\$891,376.00</u>
Previous Payments:	\$	<u>-\$884,471.00</u>
Current Payment:	\$	<u>\$6,905.00</u>
Contract Balance:	\$	<u>\$0.00</u>

INCL. 3% SALES TAX

TO: \_\_\_\_\_ (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 a contract with Erickson Construction L.L.C.  
for furnishing Structural and Miscellaneous Steel and 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 by \_\_\_\_\_

The UNDERSIGNED for and in consideration of the sum of **SIX THOUSAND NINE HUNDRED AND FIVE DOLLARS (\$6,905.00)** in payment of invoice or application dated **4/30/2009**  
and other good and claims of right of lien on the aforementioned property and improvements thereon, and on monies  
or other consideration due or to become due on account of labor or services, materials, fixtures or apparatus heretofore  
furnished prior to \_\_\_\_\_, 2009, except for the retention stated above.

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

Signed this 30TH day of APRIL 2009

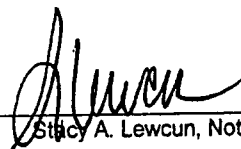
Regional Construction Resources, Inc.  
Contractor/Supplier/Subcontractor

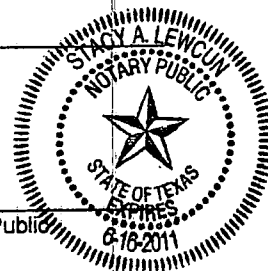
By:

Sergio Luciani, President

signed and sworn to before me this 30TH day of APRIL 2009.

My commission Expires: 6-16-2011

  
Stacy A. Lewcun, Notary Public



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

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

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

DATE: April 30, 2009

PROJECT: 554-RB-2.2

Job:

FROM: Regional Construction Resources, Inc.

APPLICANT NO:

PERIOD TO:

7

4/30/2009

1.	Original Contract Amount	\$ <u>936,005.00</u>
2.	Change Orders Issued to Date (Thru C.O. # )	\$ <u>-44,629.00</u>
3.	Contract Sum to Date (Line 1 + 2)	\$ <u>891,376.00</u>
4.	Total Complete and Stored to Date	\$ <u>891,376.00</u>
5.	Less Retainage ( <u>10</u> %)	\$ <u>0.00</u>
6.	Total Earned to Date Retainage (Line 4-5)	\$ <u>891,376.00</u>
7.	Less Previous Requisitions	\$ <u>-884,471.00</u>
8.	Payment Due this Period (Line 6-7)	\$ <u>6,905.00</u> INCL 3% SALES TAX

**SUBCONTRACTORS AFFIDAVIT & RELEASE OF LIEN:**

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

CONTRACTOR: By: \_\_\_\_\_ Date: 4/30/09  
(Officer, General Partner, or Owner)  
**Sergio Luciani, President**

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

**NOTES:**

**TO BE COMPLETED BY PROJECT MANAGER**

RETAINAGE RELEASE	_____
PROGRESS BILLING	_____
RETAINAGE HELD	_____
TOTAL AMOUNT DUE	_____
PROJECT NUMBER	<u>554-RB-2.2</u>
COST CODE	<u>48400-05-1000</u>
APPROVED BY	_____
APPROVED DATE	_____

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

FOR ACCOUNTING USE ONLY	
DATE RECEIVED	_____
REVIEWED BY	_____

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

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 1 PAGES

OWNER: ERICKSON Construction, L.L.C.

703 Maiden Choice Lane

Baltimore, MD 21228

PROJECT:

Windcrest RB 2.2

APPLICATION No: 7

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR

PERIOD TO: 4/30/09

VIA ARCHITECT:

CONTRACTOR:  
Regional Construction Resources  
5600 Northwest Central Drive, Ste. 100  
Houston, TX 77092  
NTRACT FOR: Structural Steel

PROJECT No:

CONTRACT DATE:

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

CONTRACTOR:

By: Sergio Luciani, President

Date: 30-Apr-09

State of: TEXAS

Subscribed and sworn to before me this

Notary Public

My Commission expires:



2009

## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

ARCHITECT:

By: Date:

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

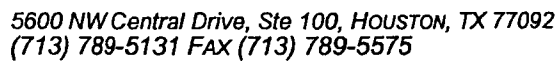
ORIGINAL CONTRACT SUM ..... 936,005.00  
Net change by Change Orders ..... (\$44,629.00)  
CONTRACT SUM TO DATE (Line 1 + 2) ..... \$891,376.00  
TOTAL COMPLETED & STORED TO DATE ..... 891,376.00  
(Column G on G703)

RETAINAGE:

a. of Completed Work ..... \$0.00  
(Column D + E on G703)  
b. of Stored Material .....  
(Column F on G703)  
Total Retainage (Lines 5a + 5b) or

Total in Column I of G703 ..... \$0.00  
TOTAL EARNED LESS RETAINAGE ..... \$891,376.00  
(Line 4 Less Line 5 Total)  
LESS PREVIOUS CERTIFICATES FOR  
PAYMENT (Line 6 from prior Certificate) ..... (\$884,471.00)  
CURRENT PAYMENT DUE INCL 3% SALES TAX ..... \$6,905.00  
BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$0.00  
(Line 3 less Line 6)

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



**THANK YOU FOR THIS NICE ORDER.**

**PAGE 1 OF 1 PAGES**

Application No: 6

Application Date:	4/15/2009
-------------------	-----------

		B		C		D		E		F		G		H		I	
Item No.	Description of Work	Scheduled Value	Work Complete		Stored Materials (not in D or E)	Total Complete and Stored to Date (D+E+F)	%	Balance to Finish (C-G)	Retainage								
			Previous Applications (D+E)	Work In Place this Period													
	Detailing	94,250.00	94,250.00	0.00	0.00	94,250.00	100%	0.00	0.00								
	Anchor Bolts and Embeds	45,000.00	45,000.00	0.00	0.00	45,000.00	100%	0.00	0.00								
	Structural Steel	653,755.00	638,755.00	15,000.00	0.00	653,755.00	100%	0.00	0.00								
	Miscellaneous	143,000.00	0.00	136,095.00	0.00	136,095.00	95%	6,905.00	0.00								
	CHANGE ORDER # 1	15,180.00	0.00	15,180.00	0.00	15,180.00	100%	0.00	0.00								
	PENDING CHANGE ORDERS	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
	DECO RAILS	-4,772.00	0.00	-4,772.00	0.00	-4,772.00	100%	0.00	0.00								
	LINK BRIDGE	-15,523.00	0.00	-15,523.00	0.00	-15,523.00	100%	0.00	0.00								
	BALCONY RAILS	-32,930.00	0.00	-32,930.00	0.00	-32,930.00	100%	0.00	0.00								
	ELEV. PIT LADDER	-400.00	0.00	-400.00	0.00	-400.00	100%	0.00	0.00								
	FIELD BOLTS	-6,184.00	0.00	-6,184.00	0.00	-6,184.00	100%	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	0.00	0.00	0%	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	0.00	0.00	0%	0.00	0.00								
0		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
1		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
2		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
3		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
4		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
5		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
6		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
7		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
8		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
9		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
0		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
TOTAL		891,376.00	778,005.00	106,466.00	0.00	884,471.00	99.23%	6,905.00	0.00								

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

4/30/2009

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

"EXHIBIT "E"

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

STATE OF: TEXAS  
COUNTY OF: HARRIS

Original Contract Amount:	\$	<u>\$936,005.00</u>
Approved Change Orders:	\$	<u>-\$44,629.00</u>
Adjusted Contract Amount	\$	<u>\$891,376.00</u>
Complete to Date:	\$	<u>\$884,471.00</u>
Retention:	\$	<u>\$0.00</u>
Total Earned (Less Retention)	\$	<u>\$884,471.00</u>
Previous Payments:	\$	<u>-\$778,005.00</u>
Current Payment:	\$	<u>\$106,466.00</u>
Contract Balance:	\$	<u>\$6,905.00</u>

INCL 3% SALES TAX

TO: \_\_\_\_\_ (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 a contract with Erickson Construction L.L.C.  
for furnishing Structural and Miscellaneous Steel and 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 by \_\_\_\_\_

The UNDERSIGNED for and in consideration of the sum of **ONE HUNDRED AND SIX THOUSAND FOUR HUNDRED SIXTY SIX DOLLARS (\$106,466.00)** in payment of invoice or application dated 4/15/2009  
and other good and claims of right of lien on the aforementioned property and improvements thereon, and on monies  
or other consideration due or to become due on account of labor or services, materials, fixtures or apparatus heretofore  
furnished prior to \_\_\_\_\_, 2009, except for the retention stated above.

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

Signed this 15TH day of APRIL 2009

Regional Construction Resources, Inc.  
Contractor/Supplier/Subcontractor

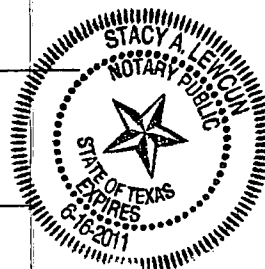
By:

Sergio Luciani President

signed and sworn to before me this 15TH day of APRIL 2009.

My commission Expires: 6-16-2011

Stacy A. Lewcun  
Stacy A. Lewcun, Notary Public





# APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: ERICKSON Construction, L.L.C.

703 Maiden Choice Lane  
Baltimore, MD 21228

PROJECT:

Windcrest RB 2.2

AIA DOCUMENT G702

APPLICATION No: 6

Distribution to:

PAGE 1 OF 1 PAGES

FROM CONTRACTOR:

Regional Construction Resources

5600 Northwest Central Drive, Ste. 100  
Houston, TX 77092

VIA ARCHITECT:

PROJECT No:

PERIOD TO: 4/30/09

OWNER  
ARCHITECT  
CONTRACTOR

CONTRACT FOR: Structural Steel

CONTRACT DATE:

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM ..... 936,005.00
2. Net change by Change Orders ..... (\$44,629.00)
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$891,376.00
4. TOTAL COMPLETED & STORED TO DATE ..... 884,471.00  
(Column G on G703)
5. RETAINAGE:

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

Total Retainage (Lines 5a + 5b) or

6. TOTAL EARNED LESS RETAINAGE ..... \$0.00  
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) ..... (\$778,005.00)

8. CURRENT PAYMENT DUE INCL. 3% SALES TAX ..... \$106,466.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$6,905.00  
(Line 3 less Line 6)

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

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

CONTRACTOR:

By: Sergio Luciani Date: 15-Apr-09

Sergio Luciani, President  
State of: TEXAS County of: \_\_\_\_\_  
Subscribed and sworn to before me this 15 day of APRIL, 2009  
Notary Public: Shirley Wuer  
My Commission expires: 6/16/2011

## ARCHITECT'S CERTIFICATE FOR PAYMENT

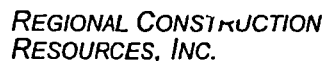
In accordance with the Contract Documents, based on on-site observation and the data comprising the application, the Architect certifies to the Owner, to the best of the Architect's knowledge, information and belief the Work has progressed satisfactorily, the quality of the Work is in accordance with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

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_

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

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.



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

**March 23, 2009**

***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:**

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

<b>Current Amount Due This Invoice</b>	<b>\$ 475,624.00</b>
----------------------------------------	----------------------

<i>Balance to finish</i>	\$ 158,000.00
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**THANK YOU FOR THIS NICE ORDER.**

**PAGE 1 OF 1 PAGES**

Application No:	5
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<b>Period From:</b>	<b>3/1/2009</b>
<b>Period To:</b>	<b>3/31/2009</b>

B		C		D		E		F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Complete		Stored Materials (not in D or E)	Total Complete and Stored to Date (D+E+F)	%	Balance to Finish (C-G)	Retainage			
			Previous Applications (D+E)	Work in Place this Period								
	Detailing	94,250.00	94,250.00	0.00	0.00	94,250.00	100%	0.00	0.00			
	Anchor Bolts and Embeds	45,000.00	45,000.00	0.00	0.00	45,000.00	100%	0.00	0.00			
	Structural Steel	653,755.00	163,131.00	475,624.00	0.00	638,755.00	98%	15,000.00	0.00			
	Miscellaneous	143,000.00	0.00	0.00	0.00	0.00	0%	143,000.00	0.00			
		0.00	0.00	0.00	0.00	0.00	0%	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	0.00	0.00	0%	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	0.00	0.00	0%	0.00	0.00			
0		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
1		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
2		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
3		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
4		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
5		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
6		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
7		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
8		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
9		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
10		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
11		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
12		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
13		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
14		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
15		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
TOTAL		936,005.00	302,381.00	475,624.00	0.00	778,005.00	83.12%	158,000.00	0.00			

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE 1 OF 1 PAGES

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

PROJECT: Windcrest RB 2.2

PERIOD TO: 3/31/09

VIA ARCHITECT: Regional Construction Resources

5600 Northwest Central Drive, Ste. 100

Houston, TX 77092

TRACT FOR: Structural Steel

CONTRACTOR'S APPLICATION FOR PAYMENT

ication is made for payment, as shown below, in connection with the Contract.

ination Sheet, AIA Document G703, is attached.

ORIGINAL CONTRACT SUM 936,005.00

let change by Change Orders 0.00

ONTRACT SUM TO DATE (Line 1 + 2) 936,005.00

TOTAL COMPLETED & STORED TO DATE 778,005.00

(Column G on G703)

RETAINAGE:

a. of Completed Work 0.00

(Column D + E on G703)

b. of Stored Material 0.00

(Column F on G703)

Total Retainage (Lines 5a + 5b) or

Total in Column I of G703 0.00

TOTAL EARNED LESS RETAINAGE 778,005.00

(Line 4 Less Line 5 Total)

LESS PREVIOUS CERTIFICATES FOR

PAYMENT (Line 6 from prior Certificate) (\$302,381.00)

CURRENT PAYMENT DUE INCL. 3% SALES TAX. \$475,624.00

BALANCE TO FINISH, INCLUDING RETAINAGE 158,000.00

(Line 3 less Line 6)

CHANGE ORDER SUMMARY

Total changes approved

in previous months by Owner 0.00

Total approved this Month 0.00

TOTALS 0.00

NET CHANGES by Change Order 0.00

CONTRACTOR'S CERTIFICATE FOR PAYMENT

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

comprising the application, the Architect certifies to the Owner that the quality of the

Architect's knowledge, information and belief the Work has progressed as indicated, the quality

of the Work is in accordance with the Contract Documents, and the Contractor is entitled to

payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

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

By: Sergio Luciani, President Date: 23-Mar-09

State of: TEXAS County of: HARRIS

Subscribed and sworn to before me this 23 day of MARCH 2009

Notary Public My Commission expires: 6/16/2011

DISTRIBUTION TO: OWNER ARCHITECT CONTRACTOR

PROJECT No: CONTRACT DATE:

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

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

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

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

DATE: March 23, 2009

PROJECT: 554-RB-2.2

Job:

FROM: Regional Construction Resources, Inc.

APPLICANT NO: 5

PERIOD TO: 3/31/2009

1. Original Contract Amount	\$ <u>936,005.00</u>
2. Change Orders Issued to Date (Thru C.O. # )	\$ <u>0.00</u>
3. Contract Sum to Date (Line 1 + 2)	\$ <u>936,005.00</u>
4. Total Complete and Stored to Date	\$ <u>778,005.00</u>
5. Less Retainage ( <u>10</u> %)	\$ <u>0.00</u>
6. Total Earned to Date Retainage (Line 4-5)	\$ <u>778,005.00</u>
7. Less Previous Requisitions	\$ <u>-302,381.00</u>
8. Payment Due this Period (Line 6-7)	\$ <u>475,624.00</u> INCL 3% SALES TAX

**SUBCONTRACTORS AFFIDAVIT & RELEASE OF LIEN:**

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

CONTRACTOR: By: Sergio Luciani Date: 3/23/09  
(Officer, General Partner, or Owner)  
**Sergio Luciani, President**

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

**NOTES:**

**TO BE COMPLETED BY PROJECT MANAGER**

RETAINAGE RELEASE	_____
PROGRESS BILLING	_____
RETAINAGE HELD	_____
TOTAL AMOUNT DUE	_____
PROJECT NUMBER	<u>554-RB-2.2</u>
COST CODE	<u>48400-05-1000</u>
APPROVED BY	_____
APPROVED DATE	_____

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

FOR ACCOUNTING USE ONLY	
DATE RECEIVED	_____
REVIEWED BY	_____

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

"EXHIBIT "E"

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

STATE OF: TEXAS  
COUNTY OF: HARRIS

Original Contract Amount:	\$	<u>\$936,005.00</u>
Approved Change Orders:	\$	<u>\$0.00</u>
Adjusted Contract Amount	\$	<u>\$936,005.00</u>
Complete to Date:	\$	<u>\$778,005.00</u>
Retention:	\$	<u>\$0.00</u>
Total Earned (Less Retention)	\$	<u>\$778,005.00</u>
Previous Payments:	\$	<u>-\$302,381.00</u>
Current Payment:	\$	<u>\$475,624.00</u>
Contract Balance:	\$	<u>\$158,000.00</u>

INCL. 3% SALES TAX

TO: \_\_\_\_\_ (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 a contract with Erickson Construction L.L.C.  
for furnishing Structural and Miscellaneous Steel and 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 by \_\_\_\_\_

The UNDERSIGNED for and in consideration of the sum of **FOUR HUNDRED SEVENTY FIVE THOUSAND SIX HUNDRED  
TWENTY FOUR DOLLARS (\$475,624.00)** in payment of invoice or application dated 3/23/2009  
and other good and claims of right of lien on the aforementioned property and improvements thereon, and on monies  
or other consideration due or to become due on account of labor or services, materials, fixtures or apparatus heretofore  
furnished prior to \_\_\_\_\_, 2009, except for the retention stated above.

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

Signed this 23RD day of MARCH 2009

Regional Construction Resources, Inc.  
Contractor/Supplier/Subcontractor

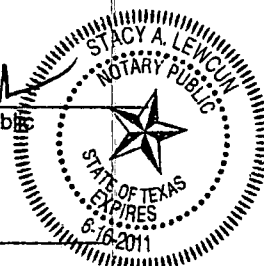
By: \_\_\_\_\_

Sergio Luciani  
Sergio Luciani, President

signed and sworn to before me this 23RD day of MARCH 2009.

My commission Expires: 6-16-2011

Stacy A. Lewcun  
Stacy A. Lewcun, Notary Public





REGIONAL CONSTRUCTION  
RESOURCES, INC.

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

## 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.

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**Description of items invoiced:**

1.	Original Contract Sum	\$	936,005.00
2.	Change Order #1	\$	0.00
3.	Contract Sum to Date	\$	936,005.00
4.	Total Completion to Date	\$	302,381.00
5.	Less Previous Invoices	\$	139,250.00
6.	Current Amount Due Incl 3% Sales Tax	\$	163,131.00

<b>Current Amount Due This Invoice</b>	<b>\$ 163,131.00</b>
----------------------------------------	----------------------

**Balance to finish** \$ 633,624.00

**THANK YOU FOR THIS NICE ORDER.**

"EXHIBIT "E"

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

STATE OF: TEXAS  
COUNTY OF: HARRIS

Original Contract Amount:	\$	<b>\$936,005.00</b>
Approved Change Orders:	\$	<b>\$0.00</b>
Adjusted Contract Amount	\$	<b>\$936,005.00</b>
Complete to Date:	\$	<b>\$302,381.00</b>
Retention:	\$	<b>\$0.00</b>
Total Earned (Less Retention)	\$	<b>\$302,381.00</b>
Previous Payments:	\$	<b>-\$139,250.00</b>
Current Payment:	\$	<b>\$163,131.00</b>
Contract Balance:	\$	<b>\$633,624.00</b>

INCL. 3% SALES TAX

TO: \_\_\_\_\_ (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 a contract with Erickson Construction L.L.C.  
for furnishing Structural and Miscellaneous Steel and 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 by \_\_\_\_\_

The UNDERSIGNED for and in consideration of the sum of **ONE SIXTY THREE THOUSAND ONE HUNDRED  
THIRTY ONE DOLLARS (\$163,131.00)** in payment of invoice or application dated **1/20/2009**  
and other good and claims of right of lien on the aforementioned property and improvements thereon, and on monies  
or other consideration due or to become due on account of labor or services, materials, fixtures or apparatus heretofore  
furnished prior to \_\_\_\_\_, 2008, except for the retention stated above.

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

Signed this 20<sup>th</sup> day of January 2009

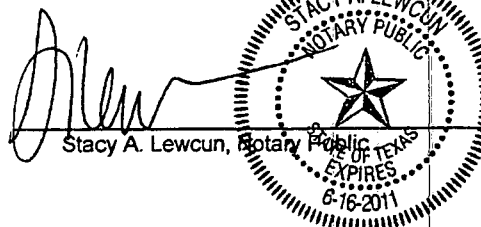
Regional Construction Resources, Inc.  
Contractor/Supplier/Subcontractor

By:

Sergio Luciani, President

signed and sworn to before me this **20th** day of **January 2009**,

My commission Expires: 6-16-2011



EC \_\_\_\_\_

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



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

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

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

DATE: January 20, 2009

PROJECT: 554-RB-2.2

Job:

FROM: Regional Construction Resources, Inc.

APPLICANT NO:

3REV

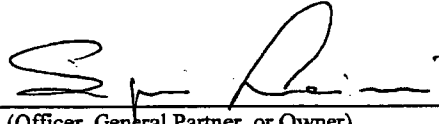
PERIOD TO:

1/20/2009

1.	Original Contract Amount	\$ <u>936,005.00</u>
2.	Change Orders Issued to Date (Thru C.O. # )	\$ <u>0.00</u>
3.	Contract Sum to Date (Line 1 + 2)	\$ <u>936,005.00</u>
4.	Total Complete and Stored to Date	\$ <u>302,381.00</u>
5.	Less Retainage ( <u>10</u> %)	\$ <u>0.00</u>
6.	Total Earned to Date Retainage (Line 4-5)	\$ <u>302,381.00</u>
7.	Less Previous Requisitions	\$ <u>-139,250.00</u>
8.	Payment Due this Period (Line 6-7)	\$ <u>163,131.00</u> INCL 3% SALES TAX

**SUBCONTRACTORS AFFIDAVIT & RELEASE OF LIEN:**

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

CONTRACTOR: By:  Date: 1/20/09  
(Officer, General Partner, or Owner)  
**Sergio Luciani, President**

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

**NOTES:**

**TO BE COMPLETED BY PROJECT MANAGER**

RETAINAGE RELEASE	_____
PROGRESS BILLING	_____
RETAINAGE HELD	_____
TOTAL AMOUNT DUE	_____
PROJECT NUMBER	<u>554-RB-2.2</u>
COST CODE	<u>48400-05-1000</u>
APPROVED BY	_____
APPROVED DATE	_____

**FINAL PAYMENT**

UNCL LIST COMPLETED	<u>YES</u> <u>NO</u>
WARRANTY COMPLETED	<u>YES</u> <u>NO</u>
TTIC STOCK DELIVERED	<u>YES</u> <u>NO</u>
&M (CLOSEOUT BOOK-DEL)	<u>YES</u> <u>NO</u>
CHANGE ORDERS COMPLETED	<u>YES</u> <u>NO</u>

**FOR ACCOUNTING USE ONLY**

DATE RECEIVED	_____
REVIEWED BY	_____

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

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE 1 OF 1 PAGES

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

PROJECT:

Windcrest RB 2.2

Distribution to:

OWNER	
ARCHITECT	
CONTRACTOR	

3REV

APPLICATION No:

PERIOD TO: 1/20/09

VIA ARCHITECT:

CONTRACTOR:  
Regional Construction Resources  
5800 Northwest Central Drive, Ste. 100  
Houston, TX 77092  
TRACT FOR: Structural Steel

PROJECT No:

CONTRACT DATE:

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

ORIGINAL CONTRACT SUM	936,005.00
Change by Change Orders	\$0.00
CONTRACT SUM TO DATE (Line 1 + 2)	\$936,005.00
TOTAL COMPLETED & STORED TO DATE	302,381.00
(Column G on G703)	

TAINAGE:  
a. 0.00 of Completed Work  
(Column D + E on G703)  
b. 0.00 of Stored Material  
(Column F on G703)  
Total Retainage (Lines 5a + 5b) or

TOTAL EARNED LESS RETAINAGE	\$0.00
(Line 4 Less Line 5 Total)	\$302,381.00
LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	(\$139,250.00)
PRESENT PAYMENT DUE INCL 3% SALES TAX	\$163,131.00
ANCE TO FINISH, INCLUDING RETAINAGE	\$633,624.00
(Line 3 less Line 6)	

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

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

CONTRACTOR:

By: Sergio Luciani, President Date: 20-Jan-09

State of: TEXAS  
Subscribed and sworn to before me this 20 day of JANUARY, 2009  
Notary Public: HARRIS  
My Commission expires: January

## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

ARCHITECT:

By:  Date:

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

**PAGE 1 OF 1 PAGES**

Application No:	3 REV
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Application Date:	1/20/2009
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Project Name: Wind Crest RB 2.2 Highlands Ranch CO										Application No: 3 REV					
Application Date: 1/20/2009															
Period From: 11/30/2008															
Period To: 1/25/2009															
Job No:															
Vendor No:															
B										G		H		I	
Item No.	Description of Work	C	D		E	F	Total Complete and Stored to Date (D+E+F)	%	Balance to Finish (C-G)	Retainage					
			Previous Applications (D+E)	Work Complete Work In Place this Period											
	Detailing	94,250.00	94,250.00	0.00	0.00	0.00	94,250.00	100%	0.00	0.00					
	Anchor Bolts and Embeds	45,000.00	45,000.00	0.00	0.00	0.00	45,000.00	100%	0.00	0.00					
	Structural Steel	653,755.00	0.00	163,131.00	0.00	0.00	163,131.00	25%	490,624.00	0.00					
	Miscellaneous	143,000.00	0.00	0.00	0.00	0.00	0.00	0%	143,000.00	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	0.00	0.00	0.00	0%	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	0.00	0.00	0.00	0%	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	0.00	0.00	0.00	0%	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	0.00	0.00	0.00	0%	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	0.00	0.00	0.00	0%	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	0.00	0.00	0.00	0%	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	0.00	0.00	0.00	0%	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	0.00	0.00	0.00	0%	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	0.00	0.00	0.00	0%	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	0.00	0.00	0.00	0%	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	0.00	0.00	0.00	0%	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	0.00	0.00	0.00	0%	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	0.00	0.00	0.00	0%	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	0.00	0.00	0.00	0%	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	0.00	0.00	0.00	0%	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	0.00	0.00	0.00	0%	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	0.00	0.00	0.00	0%	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	0.00	0.00	0.00	0%	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	0.00	0.00	0.00	0%	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	0.00	0.00	0.00	0%	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	0.00	0.00	0.00	0%	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	0.00	0.00	0.00	0%	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	0.00	0.00	0.00	0%	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	0.00	0.00	0.00	0%	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	0.00	0.00	0.00	0%	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	0.00	0.00	0.00	0%	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	0.00	0.00	0.00	0%	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	0.00	0.00	0.00	0%	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	0.00	0.00	0.00	0%	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	0.00	0.00	0.00	0%	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	0.00	0.00	0.00	0%	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	0.00	0.00	0.00	0%	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	0.00	0.00	0.00	0%	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	0.00	0.00	0.00	0%	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	0.00	0.00	0.00	0%	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	0.00	0.00	0.00	0%	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	0.00	0.00	0.00	0%	0.00	0.00					
		0.00	0.00	0.00	0.00	0.00	0.00	0							



REGIONAL CONSTRUCTION  
RESOURCES, INC.

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

## 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

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**Description of items invoiced:**

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

Current Amount Due This Invoice	\$	97,878.00
---------------------------------	----	-----------

Balance to finish \$ 796,755.00

THANK YOU FOR THIS NICE ORDER.

**PAGE 1 OF 1 PAGES**

Application No: 2

11/7/2008

11/7/2008

11/30/2008

**\_\_\_\_\_**

1

[illegible]

"EXHIBIT "E"

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

STATE OF: TEXAS  
COUNTY OF: HARRIS

Original Contract Amount:	\$	<b>\$936,005.00</b>
Approved Change Orders:	\$	<b>\$0.00</b>
Adjusted Contract Amount:	\$	<b>\$936,005.00</b>
Complete to Date:	\$	<b>\$139,250.00</b>
Retention:	\$	<b>\$0.00</b>
Total Earned (Less Retention)	\$	<b>\$139,250.00</b>
Previous Payments:	\$	<b>-\$41,372.00</b>
Current Payment:	\$	<b>\$97,878.00</b>
Contract Balance:	\$	<b>\$796,755.00</b>

INCL 3% SALES TAX

TO: \_\_\_\_\_ (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 a contract with Erickson Construction L.L.C.  
for furnishing Structural and Miscellaneous Steel and 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 by \_\_\_\_\_.

The UNDERSIGNED for and in consideration of the sum of **NINETY SEVEN THOUSAND EIGHT HUNDRED SEVENTY EIGHT DOLLARS (\$97878.00)** in payment of invoice or application dated **11/7/2008**  
and other good and claims of right of lien on the aforementioned property and improvements thereon, and on monies  
or other consideration due or to become due on account of labor or services, materials, fixtures or apparatus heretofore  
furnished prior to \_\_\_\_\_, 2008, except for the retention stated above.

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

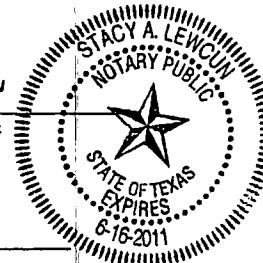
Signed this 7<sup>th</sup> day of **NOVEMBER 2008**

By: \_\_\_\_\_  
Regional Construction Resources, Inc.  
Contractor/Supplier/Subcontractor  
Sergio Luciani, President

signed and sworn to before me this 7<sup>th</sup> day of **NOVEMBER 2008**.

My commission Expires: 6-16-2011

\_\_\_\_\_  
Stacy A. Lewcun, Notary Public



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

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

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

DATE: November 7, 2008

PROJECT: 554-RB-2.2

Job:

FROM: Regional Construction Resources, Inc.

APPLICANT NO: 2

PERIOD TO: 11/30/2008

1. Original Contract Amount	\$ <u>936,005.00</u>
2. Change Orders Issued to Date (Thru C.O. # )	\$ <u>0.00</u>
3. Contract Sum to Date (Line 1 + 2)	\$ <u>936,005.00</u>
4. Total Complete and Stored to Date	\$ <u>139,250.00</u>
5. Less Retainage ( <u>10</u> %)	\$ <u>0.00</u>
6. Total Earned to Date Retainage (Line 4-5)	\$ <u>139,250.00</u>
7. Less Previous Requisitions	\$ <u>-41,372.00</u>
8. Payment Due this Period (Line 6-7)	\$ <u>97,878.00</u> INCL 3% SALES TAX

**SUBCONTRACTORS AFFIDAVIT & RELEASE OF LIEN:**

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

CONTRACTOR: By: Sergio Luciani

(Officer, General Partner, or Owner)

**Sergio Luciani, President**

Date: 10-7-08

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

**NOTES:**

**TO BE COMPLETED BY PROJECT MANAGER**

RETAINAGE RELEASE	_____
PROGRESS BILLING	_____
RETAINAGE HELD	_____
TOTAL AMOUNT DUE	_____
PROJECT NUMBER	<u>554-RB-2.2</u>
COST CODE	<u>48400-05-1000</u>
APPROVED BY	_____
APPROVED DATE	_____

FINAL PAYMENT	
INCH LIST COMPLETED	<u>YES</u> <u>NO</u>
ARRANTY COMPLETED	<u>YES</u> <u>NO</u>
TIC STOCK DELIVERED	<u>YES</u> <u>NO</u>
IM (CLOSEOUT BOOK-DEL)	<u>YES</u> <u>NO</u>
IANGE ORDERS COMPLETED	<u>YES</u> <u>NO</u>

FOR ACCOUNTING USE ONLY	
DATE RECEIVED	_____
REVIEWED BY	_____

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

# APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: ERICKSON Construction, L.L.C.

703 Maiden Choice Lane  
Baltimore, MD 21228

PROJECT:

Windcrest RB 2.2

APPLICATION No: 2

AIA DOCUMENT G702

PAGE 1 OF 1 PAGES

FROM CONTRACTOR:

Regional Construction Resources  
5600 Northwest Central Drive, Ste. 100  
Houston, TX 77092

VIA ARCHITECT:

PROJECT No:

PERIOD TO: 11/7/08

Distribution to:  
OWNER  
ARCHITECT  
CONTRACTOR

CONTRACT FOR: Structural Steel

CONTRACT DATE:

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM ..... 936,005.00

2. Net change by Change Orders ..... \$0.00

3. CONTRACT SUM TO DATE (Line 1 + 2) ..... \$936,005.00

4. TOTAL COMPLETED & STORED TO DATE ..... 139,250.00  
(Column G on G703)

5. RETAINAGE:

a. of Completed Work ..... \$0.00  
(Column D + E on G703)

b. of Stored Material. ....

(Column F on G703)

Total Retainage (Lines 5a + 5b) or

Total in Column I of G703) .....

6. TOTAL EARNED LESS RETAINAGE ..... \$0.00  
(Line 4 Less Line 5 Total) ..... \$139,250.00

7. LESS PREVIOUS CERTIFICATES FOR

PAYMENT (Line 6 from prior Certificate) .....

CURRENT PAYMENT DUE INCL. 3% SALES TAX ..... (\$41,372.00)  
\$97,878.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$796,755.00  
(Line 3 less Line 6)

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

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

CONTRACTOR:

By: Sergio Luciani Date: 7-Nov-2008

Sergio Luciani, President

State of: TEXAS

County of: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public \_\_\_\_\_ My Commission expires: 6/16/2011



## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... \$

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

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

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





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

***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:**

1.	Original Contract Sum	\$	936,005.00
2.	Change Order #1	\$	0.00
3.	Contract Sum to Date	\$	936,005.00
4.	Total Completion to Date	\$	41,372.00
5.	Less Previous Invoices	\$	0.00
6.	Current Amount Due Incl 3% Sales Tax	\$	41,372.00

<b>Current Amount Due This Invoice</b>	<b>\$ 41,372.00</b>
----------------------------------------	---------------------

<b><i>Balance to finish</i></b>	<b>\$ 894,633.00</b>
---------------------------------	----------------------

**THANK YOU FOR THIS NICE ORDER.**

## SUBCONTRACT SCHEDULE OF VALUES

PAGE 1 OF 1 PAGES

Subcontractor : Regional Construction Resources, Inc.

Application No: 1

Project Name: Wind Crest RB 2.2 Highlands Ranch CO

Application Date: 10/16/2008

Period From: 9/1/2008

Period To: 10/25/2008

Job No:

Vendor No:

Item No.	Description of Work	Scheduled Value	Work Complete		Stored Materials (not in D or E)	Total Complete and Stored to Date (D+E+F)	%	Balance to Finish (C-G)	Retain:
			Previous Applications (D+E)	Work in Place this Period					
1	Detailing	94,250.00	0.00	18,872.00	0.00	18,872.00	20%	75,378.00	
2	Anchor Bolts and Embeds	45,000.00	0.00	22,500.00	0.00	22,500.00	50%	22,500.00	
3	Structural Steel	653,755.00	0.00	0.00	0.00	0.00	0%	653,755.00	
4	Miscellaneous	143,000.00	0.00	0.00	0.00	0.00	0%	143,000.00	
5		0.00	0.00	0.00	0.00	0.00	0%	0.00	
6		0.00	0.00	0.00	0.00	0.00	0%	0.00	
7		0.00	0.00	0.00	0.00	0.00	0%	0.00	
8		0.00	0.00	0.00	0.00	0.00	0%	0.00	
9		0.00	0.00	0.00	0.00	0.00	0%	0.00	
10		0.00	0.00	0.00	0.00	0.00	0%	0.00	
11		0.00	0.00	0.00	0.00	0.00	0%	0.00	
12		0.00	0.00	0.00	0.00	0.00	0%	0.00	
13		0.00	0.00	0.00	0.00	0.00	0%	0.00	
14		0.00	0.00	0.00	0.00	0.00	0%	0.00	
15		0.00	0.00	0.00	0.00	0.00	0%	0.00	
16		0.00	0.00	0.00	0.00	0.00	0%	0.00	
17		0.00	0.00	0.00	0.00	0.00	0%	0.00	
18		0.00	0.00	0.00	0.00	0.00	0%	0.00	
19		0.00	0.00	0.00	0.00	0.00	0%	0.00	
20		0.00	0.00	0.00	0.00	0.00	0%	0.00	
21		0.00	0.00	0.00	0.00	0.00	0%	0.00	
22		0.00	0.00	0.00	0.00	0.00	0%	0.00	
23		0.00	0.00	0.00	0.00	0.00	0%	0.00	
24		0.00	0.00	0.00	0.00	0.00	0%	0.00	
25		0.00	0.00	0.00	0.00	0.00	0%	0.00	
TOTAL		936,005.00	0.00	41,372.00	0.00	41,372.00	4.42%	894,633.00	

"EXHIBIT "E"

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

STATE OF: TEXAS  
COUNTY OF: HARRIS

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
Contract Balance:	\$	\$894,633.00

INCL. 3% SALES TAX

TO: \_\_\_\_\_ (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 a contract with Erickson Construction L.L.C.  
for furnishing Structural and Miscellaneous Steel and 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 by \_\_\_\_\_

The UNDERSIGNED for and in consideration of the sum of **FORTY ONE THOUSAND THREE HUNDRED  
SEVENTY TWO DOLLARS (\$41,372.00)** in payment of invoice or application dated 10/16/2008  
and other good and claims of right of lien on the aforementioned property and improvements thereon, and on monies  
or other consideration due or to become due on account of labor or services, materials, fixtures or apparatus heretofore  
furnished prior to \_\_\_\_\_, 2008, except for the retention stated above.

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

Signed this 16th day of OCTOBER 2008

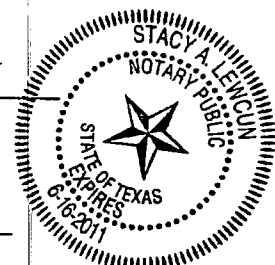
By: \_\_\_\_\_  
Regional Construction Resources, Inc.  
Contractor/Supplier/Subcontractor  
Sergio Luciani, President

signed and sworn to before me this 16th day of OCTOBER 2008.

My commission Expires: 6-16-2011

\_\_\_\_\_  
Stacy A. Lewcun, Notary Public

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



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

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

DATE: October 16, 2008

PROJECT: 554-RB-2.2

Job:

FROM: Regional Construction Resources, Inc.

APPLICANT NO:

1

PERIOD TO:

10/25/2008

1. Original Contract Amount	\$ <u>936,005.00</u>
2. Change Orders Issued to Date (Thru C.O. # )	\$ <u>0.00</u>
3. Contract Sum to Date (Line 1 + 2)	\$ <u>936,005.00</u>
4. Total Complete and Stored to Date	\$ <u>41,372.00</u>
5. Less Retainage ( <u>10</u> %)	\$ <u>0.00</u>
6. Total Earned to Date Retainage (Line 4-5)	\$ <u>41,372.00</u>
7. Less Previous Requisitions	\$ <u>0.00</u>
8. Payment Due this Period (Line 6-7)	\$ <u>41,372.00</u> INCL 3% SALES TAX

**SUBCONTRACTORS AFFIDAVIT & RELEASE OF LIEN:**

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

CONTRACTOR: By: S. Luciani

(Officer, General Partner, or Owner)

Sergio Luciani, President

Date: October 17, 2008

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

**NOTES:**

**TO BE COMPLETED BY PROJECT MANAGER**

RETAINAGE RELEASE	_____
PROGRESS BILLING	_____
RETAINAGE HELD	_____
TOTAL AMOUNT DUE	_____
PROJECT NUMBER	<u>554-RB-2.2</u>
COST CODE	<u>48400-05-1000</u>
APPROVED BY	_____
APPROVED DATE	_____

FINAL PAYMENT	
NCH LIST COMPLETED	<u>YES</u> <u>NO</u>
ARRANTY COMPLETED	<u>YES</u> <u>NO</u>
TIC STOCK DELIVERED	<u>YES</u> <u>NO</u>
M (CLOSEOUT BOOK-DEL)	<u>YES</u> <u>NO</u>
ANGE ORDERS COMPLETED	<u>YES</u> <u>NO</u>

**FOR ACCOUNTING USE ONLY**

DATE RECEIVED	_____
REVIEWED BY	_____

AIA 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





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

756

2

150  
**PARTIAL LIEN WAIVER**

STATE OF Colorado  
SS  
COUNTY OF Douglas County

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

Attn: Vina Mahon  
by 3/6/09

**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 One Hundred Sixty-Three Thousand One Hundred Thirty-One And NO/100 Dollars (\$163,131.00), 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

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 President 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 \$139,250.00 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:

NAME	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE
TOTAL ALL LABOR AND MATERIAL TO COMPLETE					

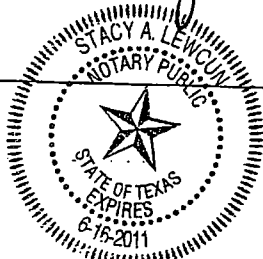
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind or to be done upon or in connection with said work other than above stated.

Signed this 24 day of February, 2009

Signature: \_\_\_\_\_

Signed and sworn to before me this 24 day of February, 2009

Signature: \_\_\_\_\_





Erickson Construction, LLC  
 Contract 95302 00501  
 Job Number 554R822 MCD Residential Building 2.2

CHECK NO. 70349

Contract Amount  
 Completed Prior Period  
 Completed This Period  
 Completed to Date  
 Contract Balance

INVOICE AMOUNT	RETAINAGE	PAYMENT
936,005.00	0.00	0.00
302,381.00	0.00	302,381.00
0.00	0.00	0.00
302,381.00	0.00	302,381.00
633,624.00	0.00	633,624.00

CHECK DATE	CHECK NUMBER	163,131.00
2/20/2009	70349	

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

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

PNC Bank  
 PO Box 324  
 Baltimore, MD 21203-0324

DATE 2/20/2009

CHECK NO. 70349

AMOUNT 163,131.00

ONE HUNDRED SIXTY THREE THOUSAND ONE HUNDRED THIRTY ONE AND 00/100\*\*\*\*\*

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

⑈00070349⑈ ⑆054000030⑆ 5501360699⑈

< 154

PARTIAL LIEN WAIVER

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

Attn: Yue Mahon  
54 1/7/09

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 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: Steve R.

President

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 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	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE
TOTAL ALL LABOR AND MATERIAL TO COMPLETE					

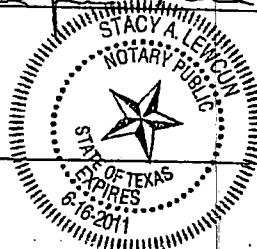
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind or to be done upon or in connection with said work other than above stated.

Signed this 31 day of December, 20

Signature: Steve R.

Signed and sworn to before me this 31 day of December, 20 08

Signature: [Signature]



**PARTIAL LIEN WAIVER**

STATE OF Colorado

SS

COUNTY OF Douglas County

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

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Erickson Construction, LLC to furnish Structural Steel for the premises known as WCD RB22 of which Littleton Campus, LLC is the owner.

THE undersigned, for and in consideration of Forty-One Thousand Three Hundred Seventy-Two And NO/100 Dollars (\$41,372.00), 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 President of the 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 \$936,005.00 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:

NAME	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE
TOTAL ALL LABOR AND MATERIAL TO COMPLETE					

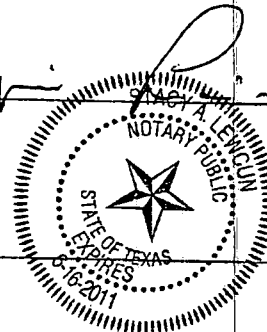
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind or to be done upon or in connection with said work other than above stated.

Signed this 5 day of December, 2008

Signature: \_\_\_\_\_

Signed and sworn to before me this 5 day of December, 2008

Signature: \_\_\_\_\_



### 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.

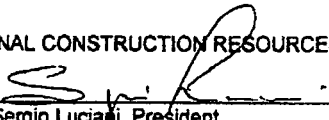
THIRD: That the property to be charged with such lien is described as follows:

WIND CREST RESIDENTIAL 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.

By:   
Sergio Luciani, President  
15460 Pin Oak Drive  
Conroe, Montgomery County, Texas, 77384

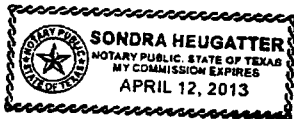
STATE OF TEXAS §

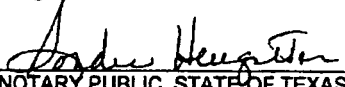
COUNTY OF HARRIS §

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.



  
NOTARY PUBLIC, STATE OF TEXAS

Sondra Heugatter  
Printed Name of Notary  
My Commission Expires: 4/12/2013

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

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

- Partial Lien Waiver

○ July 29, 2009	\$350,000.00
○ July 29, 2009	\$111,289.20
○ May 5, 2009	\$100,000.00
○ February 24, 2009	\$287,541.00
○ January 9, 2009	\$23,333.00
○ December 5, 2008	\$157,917.00

- Payments

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



155  
**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 2.1 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 obligee. Subcontractor can provide this information through a dual obligee rider. Two original copies of all bonds are required and should be forwarded to the Corporate Office located at 991 Corporate Boulevard, Linthicum, MD 21090.

Unless waived by Contractor in this Subsection, 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: 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:

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 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 DUE 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 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.



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

#### 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.

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

DATE:

11/4/08

CONTRACTOR:  
ERICKSON CONSTRUCTION, LLC.

*David Tague*

BY: David Tague  
TITLE: Vice President of Construction

SUPPLIER:  
Regional Construction Resources, Inc.

*Sergio Luciani*

BY: Sergio Luciani  
TITLE: President

DATE:

10-24-08

**EXHIBIT "A"**  
**Contract Documents**

<b><u>Drawing Number</u></b>	<b><u>Description</u></b>	<b><u>Date</u></b>
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 Guidelines And General Notes For Living Units	07/02/2008
00.04	ADA Guide, Gen Notes for Pub and Com uses facilities	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	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
30.07	Plan Details	07/02/2008
30.10	Enlarged Plans	07/02/2008
31.01	Exterior Elevations- South Elevation	07/02/2008
31.02	Exterior Elevations- East Elevation	07/02/2008
31.03	Exterior Elevations- North Elevation	07/02/2008
31.04	Exterior Elevations- West Elevation	07/02/2008
31.05	Enlarged Elevations	07/02/2008
31.06	Enlarged Elevations	07/02/2008
31.07	Enlarged Elevation	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
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

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	07/21/2008

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

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
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
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

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	07/02/2008





**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.
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 any 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 or delay, because of such picket or other form of labor dispute, the Contractor may terminate services of 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: Regional Construction Resources, Inc.  
Cost Code: 554RB21 - 48700-051000

**EXHIBIT "C"**  
**Sales Tax Form**

Subcontractor / Supplier Name: Regional Construction Resources, Inc.

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 CO, sales tax registration number is 28-45379-0003

Will remit all sales tax on the taxable items in the Purchase Order to the State of CO on a timely reporting basis.

Signed: [Signature] 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:

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

**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 20<sup>th</sup> 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 20<sup>th</sup> of the month*, your payment will be delayed until the following months payment cycle.

EXHIBIT "D"

**APPLICATION AND CERTIFICATE FOR PAYMENT**

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

DATE:

FROM: Regional Construction Resources, Inc.

PROJECT NO.: 554RB21  
JOB: Residential Building 2.1  
APPLICANT NO.:  
PERIOD TO:

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

**SUBCONTRACTORS AFFIDAVIT & RELEASE OF LIEN:**

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

CONTRACTOR: By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Officer, General Partner, or Owner)

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

**NOTES:**

**TO BE COMPLETED BY PROJECT MANAGER**

RETAINAGE RELEASE	\$
PROGRESS BILLING	\$
RETAINAGE HELD	\$
TOTAL AMOUNT DUE	\$
PROJECT NUMBER	554RB21
COST CODE #	48700-051000
APPROVED BY	
APPROVED DATE	

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

FOR ACCOUNTING USE ONLY	
DATE RECEIVED	
REVIEWED BY	

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

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

**ERICKSON CONSTRUCTION, 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 COLORADO)

) SS

COUNTY OF DOUGLAS)

To Whom It May Concern:

WHEREAS the undersigned has been employed by \_\_\_\_\_ to furnish \_\_\_\_\_ for the premises known as \_\_\_\_\_ of which \_\_\_\_\_ is the Owner,

THE undersigned, for and in consideration of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars, 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: \_\_\_\_\_ COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

SIGNATURE AND TITLE: \_\_\_\_\_

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 \_\_\_\_\_ of the \_\_\_\_\_ (name of company) who is the contractor for the \_\_\_\_\_ work on the building located at \_\_\_\_\_ owned by \_\_\_\_\_

That the total amount of the contract including extras is \$ \_\_\_\_\_ on which he has received payment of \$ \_\_\_\_\_ 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:

<u>NAMES</u>	<u>WHAT FOR</u>	<u>CONTRACT PRICE</u>	<u>AMOUNT PAID</u>	<u>THIS PAYMENT</u>	<u>BALANCE</u>

**TOTAL 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 \_\_\_\_\_, 200\_\_\_\_ Signature: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_

Signature: \_\_\_\_\_

**EXHIBIT "F"**

**Final Lien Waiver**

STATE OF COLORADO)

) SS

COUNTY OF DOUGLAS)

To Whom It May Concern:

WHEREAS the undersigned has been employed by \_\_\_\_\_ to furnish \_\_\_\_\_ for the premises known as \_\_\_\_\_ of which \_\_\_\_\_ is the Owner,

THE undersigned, for and in consideration of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars, and other good and valuable consideration, the receipt of which is hereby acknowledged, 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 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, or which maybe furnished at any time hereafter, by the undersigned for the above-described premises.

DATED: \_\_\_\_\_ COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

SIGNATURE AND TITLE: \_\_\_\_\_

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 he is \_\_\_\_\_ of the \_\_\_\_\_ (name of company) who is the contractor for 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 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), and other good and valuable consideration, does hereby certify that the work referred to on the reverse side has been fully performed to the customer's full satisfaction. Furthermore, to the extent permitted by law, the undersigned, does hereby waive and release any and all lien or claim of, or right to lien, under the statutes of the State of COLORADO, relating to the mechanics' and/or materialmen's liens, with respect to and on Premises, and on other material, fixtures, goods, apparatus or machinery furnished, on account of labor, services, materials, fixtures, goods, apparatus or machinery, furnished to this date only by the undersigned, for the Premises, without prejudice to assert any right of lien as to future delivery, performance or furnishing.

<u>NAMES</u>	<u>WHAT FOR</u>	<u>CONTRACT PRICE</u>	<u>AMOUNT PAID</u>	<u>THIS PAYMENT</u>	<u>BALANCE</u>

**TOTAL 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 \_\_\_\_\_, 200\_. Signature: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

Signature: \_\_\_\_\_



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 14<sup>th</sup>, 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**

Shop Drawings	\$117,250.00
Anchor bolts, embeds	\$ 60,000.00
Structural steel	\$991,210.00
Miscellaneous	\$163,000.00
<b>Total Contract</b>	<b>\$1,331,460.00</b>

**END OF EXHIBIT G ATTACHMENT**





REGIONAL CONSTRUCTION  
RESOURCES, INC.

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

## 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**

---

1.	Original Contract Sum	\$ 1,331,460.00
2.	Change Order #1	\$ 20,740.00
3.	PENDING CHANGE ORDERS	\$ -57,449.00
4.	Contract Sum to Date	\$ 1,294,751.00
5.	Total Completion to Date	\$ 1,294,751.00
6.	Less Previous Invoices	\$ 1,289,881.00
7.	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

Bill To

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

Item	Description	Est Amt	Prior Amt	Prior %	Qty	Rate	Curr %	Total %	Amount
202	Material General (Raw)	730075.00	716609.00	98.16%		13,466.00	1.84%	100.00%	13,466.00
202	Beam Penetrations in Roof Steel	20,135.93	20,135.92	100.00%		0.01	0.00%	100.00%	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
						<b>Total</b>		\$13,869.99	
						<b>Payments/Credits</b>		\$0.00	
						<b>Balance Due</b>		\$13,869.99	

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

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

DATE: April 30, 2009

PROJECT: 554-RB-2.1

Job:

FROM: Regional Construction Resources, Inc.

APPLICANT NO: 7

PERIOD TO: 4/30/2009

1.	Original Contract Amount	\$ <u>1,331,460.00</u>	
2.	Change Orders Issued to Date (Thru C.O. # )	\$ <u>-36,709.00</u>	INCL PENDING CHANGE ORDERS
3.	Contract Sum to Date (Line 1 + 2)	\$ <u>1,294,751.00</u>	
4.	Total Complete and Stored to Date	\$ <u>1,294,751.00</u>	
5.	Less Retainage ( <u>10</u> %)	\$ <u>0.00</u>	
6.	Total Earned to Date Retainage (Line 4-5)	\$ <u>1,294,751.00</u>	
7.	Less Previous Requisitions	\$ <u>-1,280,881.00</u>	
8.	Payment Due this Period (Line 6-7)	\$ <u>13,870.00</u>	INCL 3% SALES TAX

**SUBCONTRACTORS AFFIDAVIT & RELEASE OF LIEN:**

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

CONTRACTOR: By: \_\_\_\_\_ Date: 4/30/09  
(Officer, General Partner, or Owner)  
**Sergio Luciani, President**

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

**NOTES:**

**TO BE COMPLETED BY PROJECT MANAGER**

RETAINAGE RELEASE	_____
PROGRESS BILLING	_____
RETAINAGE HELD	_____
TOTAL AMOUNT DUE	_____
PROJECT NUMBER	<u>554-RB-2.1</u>
COST CODE	<u>48400-05-1000</u>
APPROVED BY	_____
APPROVED DATE	_____

FINAL PAYMENT	
UNCL LIST COMPLETED	<u>YES</u> <u>NO</u>
ARRANTY COMPLETED	<u>YES</u> <u>NO</u>
ITIC STOCK DELIVERED	<u>YES</u> <u>NO</u>
SM (CLOSEOUT BOOK-DEL)	<u>YES</u> <u>NO</u>
CHANGE ORDERS COMPLETED	<u>YES</u> <u>NO</u>

FOR ACCOUNTING USE ONLY	
DATE RECEIVED	_____
REVIEWED BY	_____

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

**PAGE 1 OF 1 PAGES**

**Subcontractor : Regional Construction Resources, Inc.**

**Project Name:** Wind Crest RB 2.1 Highlands Ranch CO

subcontractor : Regional Construction Resources, Inc.										
Project Name: Wind Crest RB 2.1 Highlands Ranch CO										
Application No: 7										
Application Date: 4/30/2009										
Period From: 4/1/2009										
Period To: 4/30/2009										
Job No:										
Vendor No:										
A	B	C	D	E	F	G	H	I		
Item No.	Description of Work	Scheduled Value	Work Complete		Stored Materials (not in D or E)	Total Complete and Stored to Date (D+E+F)	%	Balance to Finish (C-G)	Retainage	
			Previous Applications (D+E)	Work in Place this Period						
1	Detailing	117,250.00	117,250.00	0.00	0.00	117,250.00	100%	0.00	0.00	
2	Anchor Bolts and Embeds	60,000.00	60,000.00	0.00	0.00	60,000.00	100%	0.00	0.00	
3	Structural Steel	991,210.00	991,210.00	0.00	0.00	991,210.00	100%	0.00	0.00	
4	Miscellaneous	163,000.00	149,130.00	13,870.00	0.00	163,000.00	100%	0.00	0.00	
5	CO # 1 Beam Penetrations	20,740.00	20,740.00	0.00	0.00	20,740.00	100%	0.00	0.00	
6	PENDING CHANGE ORDERS	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	
7	DECO RAIL	-7,687.00	-7,687.00	0.00	0.00	-7,687.00	100%	0.00	0.00	
8	BALCONY RAIL	-41,838.00	-41,838.00	0.00	0.00	-41,838.00	100%	0.00	0.00	
9	ELEV. PIT LADDERS	-400.00	-400.00	0.00	0.00	-400.00	100%	0.00	0.00	
10	FIELD BOLTS	-7,524.00	-7,524.00	0.00	0.00	-7,524.00	0%	0.00	0.00	
11		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	
12		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	
13		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	
14		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	
15		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	
16		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	
17		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	
18		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	
19		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	
20		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	
31		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	
TOTAL		1,294,751.00	1,280,881.00	13,870.00	0.00	1,294,751.00	100.00%	0.00	0.00	

"EXHIBIT "E"

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

STATE OF: TEXAS  
COUNTY OF: HARRIS

Original Contract Amount:	\$ 1,331,460.00
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

INCL PENDING CHANGE ORDERS

INCL. 3% SALES TAX

TO: \_\_\_\_\_ (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 a contract with Erickson Construction L.L.C.  
for furnishing Structural and Miscellaneous Steel and Erection 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 \_\_\_\_\_

The UNDERSIGNED for and in consideration of the sum of **THIRTEEN THOUSAND EIGHT HUNDRED AND SEVENTY DOLLARS (\$13,870.00)** in payment of invoice or application dated **4-30-2009**  
and other good and claims of right of lien on the aforementioned property and improvements thereon, and on monies  
or other consideration due or to become due on account of labor or services, materials, fixtures or apparatus heretofore  
furnished prior to \_\_\_\_\_, 2008, except for the retention stated above.

The UNDERSIGNED, respectfully warrants that the contract status set forth above is an accurate statement and no  
other sums are claimed, that all laborers, subcontractors, and suppliers employed by him have been paid all sums previously  
due and all current sums due out of this payment and that none of such laborers, subcontractors or suppliers is or will be  
entitled to claim or assert any claim against the above described real estate or the improvements thereon for labor or materials  
furnished to or for the account of the undersigned. (Upon request, the undersigned shall list the name of each of his  
subcontractors, and suppliers, with contract and payment status, in CT1 form F-3926- Contractors and Subcontractors  
Affidavit, attach same hereto and upon request furnish waivers from said parties).

Signed this 30TH day of APRIL 2009

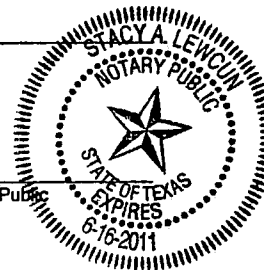
Regional Construction Resources, Inc.  
Contractor/Supplier/Subcontractor

By: \_\_\_\_\_  
Sergio Luciani, President

signed and sworn to before me this 30TH day of APRIL 2009,

My commission Expires: 6-16-2011

  
Stacy A. Lewcun, Notary Public





# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 1 PAGES

OWNER: ERICKSON Construction, L.L.C.

703 Maiden Choice Lane  
Baltimore, MD 21228

PROJECT:

Windcrest RB 2.1

APPLICATION No: 7

Distribution to:

OWNER	
ARCHITECT	
CONTRACTOR	

VIA ARCHITECT:

DM CONTRACTOR:  
Regional Construction Resources  
5600 Northwest Central Drive, Ste. 100  
Houston, TX 77092  
TRACT FOR: Structural Steel

PERIOD TO: 4/30/09

PROJECT No:

CONTRACT DATE:

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

ORIGINAL CONTRACT SUM ..... 1,331,460.00  
let change by Change Orders ..... (\$36,709.00)  
ONTRACT SUM TO DATE (Line 1 + 2) ..... \$1,294,751.00  
OTAL COMPLETED & STORED TO DATE ..... 1,294,751.00  
(Column G on G703)  
ETAINAGE:

a. of Completed Work ..... \$0.00  
(Column D + E on G703)  
b. of Stored Material .....  
(Column F on G703)  
Total Retainage (Lines 5a + 5b) or

Total in Column 1 of G703 ..... \$0.00  
OTAL EARNED LESS RETAINAGE ..... \$1,294,751.00  
(Line 4 Less Line 5 Total)  
ESS PREVIOUS CERTIFICATES FOR  
PAYMENT (Line 6 from prior Certificate) ..... (\$1,280,881.00)  
URRENT PAYMENT DUE INCLUDES 3% SALES TAX ..... \$13,870.00  
ALANCE TO FINISH, INCLUDING RETAINAGE ..... \$0.00  
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
total changes approved		
changes approved by Owner	\$0.00	\$0.00
total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
ET CHANGES by Change Order	\$0.00	

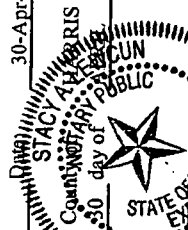
DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - © 1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5282

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

CONTRACTOR:

By: Sergio Luciani, President  
State of: TEXAS  
Subscribed and sworn before me this 30 day of April, 2009  
Notary Public: [Signature]  
My Commission expires: 6/1/2011

30-Apr-09



## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... \$

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

ARCHITECT:

By: Date:

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



REGIONAL CONSTRUCTION  
RESOURCES, INC.

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

## 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

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**Description of items invoiced:**

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

Current Amount Due This Invoice	\$ 91,681.00
---------------------------------	--------------

Balance to finish \$ 13,870.00

THANK YOU FOR THIS NICE ORDER.

SUBCONTRACT SCHEDULE OF VALUES											PAGE 1 OF 1 PAGES		
Subcontractor : Regional Construction Resources, Inc.											Application No: 6		
Project Name: Wind Crest RB 2.1 Highlands Ranch CO											Application Date: 4/15/2009		
											Period From: 4/1/2009		
											Period To: 4/30/2009		
											Job No:		
											Vendor No:		
A	B	C	D		E	F	G		H	I			
Item No.	Description of Work	Scheduled Value	Work 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			
			Previous Applications (D+E)										
1	Detailing	117,250.00	117,250.00		0.00	0.00	117,250.00	100%	0.00	0.00			
2	Anchor Bolts and Embeds	60,000.00	60,000.00		0.00	0.00	60,000.00	100%	0.00	0.00			
3	Structural Steel	991,210.00	991,210.00		0.00	0.00	991,210.00	100%	0.00	0.00			
4	Miscellaneous	163,000.00		0.00	149,130.00	0.00	149,130.00	91%	13,870.00	0.00			
5	CO # 1 Beam Penetrations	20,740.00	20,740.00		0.00	0.00	20,740.00	100%	0.00	0.00			
6	PENDING CHANGE ORDERS		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
	DECO RAIL	-7,687.00		0.00	-7,687.00	0.00	-7,687.00	100%	0.00	0.00			
	BALCONY RAIL	-41,838.00		0.00	-41,838.00	0.00	-41,838.00	100%	0.00	0.00			
	ELEV. PIT LADDERS	-400.00		0.00	-400.00	0.00	-400.00	100%	0.00	0.00			
	FIELD BOLTS	-7,524.00		0.00	-7,524.00	0.00	-7,524.00	0%	0.00	0.00			
7			0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
8			0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
9			0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
10			0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
11			0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
12			0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
13			0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
14			0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
15			0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
16			0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
17			0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
18			0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
19			0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
20			0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
31			0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
TOTAL		1,294,751.00	1,189,200.00		91,681.00	0.00	1,280,881.00	98.93%	13,870.00	0.00			

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

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

DATE: April 15, 2009

PROJECT: 554-RB-2.1

Job:

FROM: Regional Construction Resources, Inc.

APPLICANT NO:

6

PERIOD TO:

4/30/2009

1. Original Contract Amount	\$ <u>1,331,460.00</u>	
2. Change Orders Issued to Date (Thru C.O. # )	\$ <u>-36,709.00</u>	INCL PENDING CHANGE ORDERS
3. Contract Sum to Date (Line 1 + 2)	\$ <u>1,294,751.00</u>	
4. Total Complete and Stored to Date	\$ <u>1,280,881.00</u>	
5. Less Retainage ( <u>10 %</u> )	\$ <u>0.00</u>	
6. Total Earned to Date Retainage (Line 4-5)	\$ <u>1,280,881.00</u>	
7. Less Previous Requisitions	\$ <u>-1,189,200.00</u>	
8. Payment Due this Period (Line 6-7)	\$ <u>91,681.00</u>	INCL 3% SALES TAX

**SUBCONTRACTORS AFFIDAVIT & RELEASE OF LIEN:**

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

CONTRACTOR: By: Sergio Luciani

Date: 4/15/09

(Officer, General Partner, or Owner)

**Sergio Luciani, President**

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

**NOTES:**

**TO BE COMPLETED BY PROJECT MANAGER**

RETAINAGE RELEASE	_____
PROGRESS BILLING	_____
RETAINAGE HELD	_____
TOTAL AMOUNT DUE	_____
PROJECT NUMBER	<u>554-RB-2.1</u>
COST CODE	<u>48400-05-1000</u>
APPROVED BY	_____
APPROVED DATE	_____

FINAL PAYMENT	
INCH LIST COMPLETED	<u>YES</u> <u>NO</u>
ARRANTY COMPLETED	<u>YES</u> <u>NO</u>
TIC STOCK DELIVERED	<u>YES</u> <u>NO</u>
.M (CLOSEOUT BOOK-DEL)	<u>YES</u> <u>NO</u>
ANGE ORDERS COMPLETED	<u>YES</u> <u>NO</u>

FOR ACCOUNTING USE ONLY	
DATE RECEIVED	_____
REVIEWED BY	_____

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

"EXHIBIT "E"

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

STATE OF: TEXAS  
COUNTY OF: HARRIS

Original Contract Amount:	\$ 1,331,460.00
Approved Change Orders:	\$ -36,709.00
Adjusted Contract Amount	\$ 1,294,751.00
Complete to Date:	\$ 1,280,881.00
Retention:	\$ 0.00
Total Earned (Less Retention)	\$ 1,280,881.00
Previous Payments:	\$ -1,189,200.00
Current Payment:	\$ 91,681.00
Contract Balance:	\$ 13,870.00

INCL PENDING CHANGE ORDERS

INCL. 3% SALES TAX

TO: \_\_\_\_\_ (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 a contract with Erickson Construction L.L.C.  
for furnishing Structural and Miscellaneous Steel and Erection 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 \_\_\_\_\_

The UNDERSIGNED for and in consideration of the sum of **NINETY ONE THOUSAND SIX HUNDRED AND EIGHTY ONE DOLLARS( \$91,681.00)** in payment of invoice or application dated **4-15-2009**  
and other good and claims of right of lien on the aforementioned property and improvements thereon, and on monies  
or other consideration due or to become due on account of labor or services, materials, fixtures or apparatus heretofore  
furnished prior to \_\_\_\_\_, 2008, except for the retention stated above.

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

Signed this 15TH day of APRIL 2009

By: \_\_\_\_\_  
Regional Construction Resources, Inc.  
Contractor/Supplier/Subcontractor  
Sergio Luciani, President

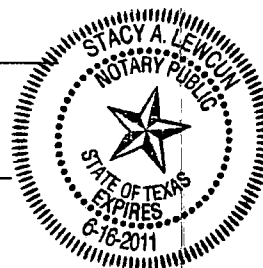
signed and sworn to before me this 15TH day of APRIL 2009,

My commission Expires: 6-16-2011

\_\_\_\_\_  
Stacy A. Lewcun, Notary Public

Page 1 of 1

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



# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 1 PAGES

APPLICATION No: 6

Distribution to:

OWNER  
ARCHITECT  
CONTRACTOR

Windcrest RB 2.1

PROJECT:

VIA ARCHITECT:

ROM CONTRACTOR:

Regional Construction Resources  
5600 Northwest Central Drive, Ste. 100  
Houston, TX 77092

ONTRACT FOR: Structural Steel

PROJECT No:

CONTRACT DATE:

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

ORIGINAL CONTRACT SUM ..... 1,331,460.00  
Net change by Change Orders ..... (\$36,709.00)  
CONTRACT SUM TO DATE (Line 1 + 2) ..... \$1,294,751.00  
TOTAL COMPLETED & STORED TO DATE ..... 1,280,881.00  
(Column G on G703)

RETAINAGE:

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

Total Retainage (Lines 5a + 5b) or

Total in Column I of G703 ..... \$0.00  
TOTAL EARNED LESS RETAINAGE ..... \$1,280,881.00  
(Line 4 Less Line 5 Total)  
LESS PREVIOUS CERTIFICATES FOR  
PAYMENT (Line 6 from prior Certificate) ..... (\$1,189,200.00)  
CURRENT PAYMENT DUE INCLUDES 3% SALES TAX ..... \$91,681.00  
BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$13,870.00  
(Line 3 less Line 6)

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

CONTRACTOR:

By: Sergio Luciani Date: 15-Apr-09

Sergio Luciani, President

State of: TEXAS

County of: HARRIS

Subscribed and sworn to before me this 15 day of APRIL 2009

Notary Public Stacy A. Lee  
My Commission expires: 6/16/2011

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the information and the documents comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has been completed in accordance with the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$

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

ARCHITECT:

By:

Date:

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



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 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:

1.	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	\$ 1,189,200.00
5.	Less Previous Invoices	\$ 727,910.00
6.	Current Amount Due Incl 3% Sales Tax	\$ 461,289.20

Current Amount Due This Invoice	\$ 461,289.20
---------------------------------	---------------

Balance to finish \$ 163,000.00

THANK YOU FOR THIS NICE ORDER.







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

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

DATE: March 23, 2009

PROJECT: 554-RB-2.1

Job:

FROM: Regional Construction Resources, Inc.

APPLICANT NO:

5

PERIOD TO:

3/31/2009

1. Original Contract Amount	\$ <u>1,331,460.00</u>
2. Change Orders Issued to Date (Thru C.O. # )	\$ <u>20,740.00</u>
3. Contract Sum to Date (Line 1 + 2)	\$ <u>1,352,200.00</u>
4. Total Complete and Stored to Date	\$ <u>1,189,200.00</u>
5. Less Retainage ( <u>10</u> %)	\$ <u>0.00</u>
6. Total Earned to Date Retainage (Line 4-5)	\$ <u>1,189,200.00</u>
7. Less Previous Requisitions	\$ <u>-727,910.80</u>
8. Payment Due this Period (Line 6-7)	\$ <u>461,289.20</u> INCL 3% SALES TAX

**SUBCONTRACTORS AFFIDAVIT & RELEASE OF LIEN:**

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

CONTRACTOR: By: 

Date: 3/23/09

(Officer, General Partner, or Owner)

**Sergio Luciani, President**

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

**NOTES:**

**TO BE COMPLETED BY PROJECT MANAGER**

RETAINAGE RELEASE	_____
PROGRESS BILLING	_____
RETAINAGE HELD	_____
TOTAL AMOUNT DUE	_____
PROJECT NUMBER	<u>554-RB-2.1</u>
COST CODE	<u>48400-05-1000</u>
APPROVED BY	_____
APPROVED DATE	_____

FINAL PAYMENT	
INCH LIST COMPLETED	YES <input type="checkbox"/> NO <input type="checkbox"/>
ARRANTY COMPLETED	YES <input type="checkbox"/> NO <input type="checkbox"/>
TIC STOCK DELIVERED	YES <input type="checkbox"/> NO <input type="checkbox"/>
IM (CLOSEOUT BOOK-DEL)	YES <input type="checkbox"/> NO <input type="checkbox"/>
LANGE ORDERS COMPLETED	YES <input type="checkbox"/> NO <input type="checkbox"/>

**FOR ACCOUNTING USE ONLY**

DATE RECEIVED \_\_\_\_\_

REVIEWED BY \_\_\_\_\_

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

# APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: ERICKSON Construction, L.L.C.

703 Maiden Choice Lane  
Baltimore, MD 21228

PROJECT:

Windcrest RB 2.1

APPLICATION No: 5

PAGE 1 OF 1 PAGES

FROM CONTRACTOR:

Regional Construction Resources

5600 Northwest Central Drive, Ste. 100  
Houston, TX 77092

VIA ARCHITECT:

PROJECT No:

PERIOD TO: 3/23/09

Distribution to:  
OWNER  
ARCHITECT  
CONTRACTOR

CONTRACT FOR: Structural Steel

CONTRACT DATE:

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM ..... 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)

5. RETAINAGE:

a. \_\_\_\_\_ of Completed Work ..... \$0.00  
(Column D + E on G703)

b. \_\_\_\_\_ of Stored Material .....  
(Column F on G703)

Total Retainage (Lines 5a + 5b) or

Total in Column I of G703) ..... \$0.00

6. TOTAL EARNED LESS RETAINAGE ..... \$1,189,200.00  
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR

PAYMENT (Line 6 from prior Certificate) ..... (\$727,910.80)

8. CURRENT PAYMENT DUE INCLUDES 3% SALES TAX ..... \$461,289.20

9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$163,000.00  
(Line 3 less Line 6)

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

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

CONTRACTOR:

By: Sergio Luciani Date: 23-Mar-09

Sergio Luciani, President  
State of: TEXAS  
Subscribed and sworn to before me this 23 day of MARCH 2009  
Notary Public: [Signature]  
My Commission expires: 6/16/2011

## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... \$

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

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

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

755 March Billing

SUBCONTRACT SCHEDULE OF VALUES										PAGE 1 OF 1 PAGES		
Subcontractor : Regional Construction Resources, Inc.										Application No:	4	
Project Name: Wind Crest RB 2.1 Highlands Ranch CO										Application Date:	2/19/2009	
										Period From:	1/1/2009	
										Period To:	2/28/2009	
										Job No:		
										Vendor No:		
A	B	C	D	E	F	G	H	I				
Item No.	Description of Work	Scheduled Value	Previous Applications (D+E)	Work Complete 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			
1	Detailing	117,250.00	117,250.00	0.00	0.00	117,250.00	100%	0.00	0.00			
2	Anchor Bolts and Embeds	80,000.00	80,000.00	0.00	0.00	80,000.00	100%	0.00	0.00			
3	Structural Steel	991,210.00	287,451.00	411,348.00	0.00	698,799.00	100%	292,411.00	0.00			
4	Miscellaneous	163,000.00	0.00	0.00	0.00	0.00	0%	163,000.00	0.00			
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												
TOTAL		1,334,460.00	464,701.00	411,348.00	0.00	876,049.00	85.80%	455,411.00	0.00			

478856  
197386  
\$ 1334200  
263201.80  
876,048.00  
1027410



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:

1.	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	\$ 727,910.80
5.	Less Previous Invoices	\$ 464,701.00
6.	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.      DATE: February 19, 2009  
703 Maiden Choice Lane  
Baltimore, MD 21228      PROJECT: 554-RB-2.1  
Job:  
FROM: Regional Construction Resources, Inc.      APPLICANT NO: 4rev  
PERIOD TO: 2/28/2009

1.	Original Contract Amount	\$	<u>1,331,460.00</u>
2.	Change Orders Issued to Date (Thru C.O. # )	\$	<u>0.00</u>
3.	Contract Sum to Date (Line 1 + 2)	\$	<u>1,331,460.00</u>
4.	Total Complete and Stored to Date	\$	<u>727,910.80</u>
5.	Less Retainage ( <u>10</u> %)	\$	<u>0.00</u>
6.	Total Earned to Date Retainage (Line 4-5)	\$	<u>727,910.80</u>
7.	Less Previous Requisitions	\$	<u>-464,701.00</u>
8.	Payment Due this Period (Line 6-7)	\$	<u>263,209.80 INCL 3% SALES TAX</u>

**SUBCONTRACTORS AFFIDAVIT & RELEASE OF LIEN:**

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

CONTRACTOR: By: \_\_\_\_\_ Date: 2/19/09  
(Officer, General Partner, or Owner)  
**Sergio Luciani, President**

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

**NOTES:**

**TO BE COMPLETED BY PROJECT MANAGER**

RETAINAGE RELEASE	_____
PROGRESS BILLING	_____
RETAINAGE HELD	_____
TOTAL AMOUNT DUE	_____
PROJECT NUMBER	<u>554-RB-2.1</u>
COST CODE	<u>48400-05-1000</u>
APPROVED BY	_____
APPROVED DATE	_____

FINAL PAYMENT	
INCH LIST COMPLETED	YES <input type="checkbox"/> NO <input type="checkbox"/>
ARRANTY COMPLETED	YES <input type="checkbox"/> NO <input type="checkbox"/>
TIC STOCK DELIVERED	YES <input type="checkbox"/> NO <input type="checkbox"/>
IM (CLOSEOUT BOOK-DEL)	YES <input type="checkbox"/> NO <input type="checkbox"/>
IANGE ORDERS COMPLETED	YES <input type="checkbox"/> NO <input type="checkbox"/>

FOR ACCOUNTING USE ONLY	
DATE RECEIVED	_____
REVIEWED BY	_____

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

## SUBCONTRACT SCHEDULE OF VALUES

PAGE 1 OF 1 PAGES

Subcontractor : Regional Construction Resources, Inc.

Application No: 4rev

Project Name: Wind Crest RB 2.1 Highlands Ranch CO

Application Date: 2/19/2009

Period From: 1/1/2009

Period To: 2/28/2009

Job No:

Vendor No:

A	B	C	D		E	F	G		H	I
			Previous Applications (D+E)	Work Complete this Period			Total Complete and Stored to Date (D+E+F)	%		
1	Detailing	117,250.00	117,250.00	0.00	0.00	0.00	117,250.00	100%	0.00	
2	Anchor Bolts and Embeds	60,000.00	60,000.00	0.00	0.00	0.00	60,000.00	100%	0.00	
3	Structural Steel	991,210.00	287,451.00	263,209.80	0.00	0.00	550,660.80	56%	440,549.20	
4	Miscellaneous	163,000.00	0.00	0.00	0.00	0.00	0.00	0%	163,000.00	
5		0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	
6		0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	
7		0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	
8		0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	
9		0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	
10		0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	
11		0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	
12		0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	
13		0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	
14		0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	
15		0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	
16		0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	
17		0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	
18		0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	
19		0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	
20		0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	
21		0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	
22		0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	
23		0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	
24		0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	
25		0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	
TOTAL		1,331,460.00	464,701.00	263,209.80	0.00	0.00	727,910.80	54.67%	603,549.20	

"EXHIBIT "E"

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

STATE OF: TEXAS

COUNTY OF: HARRIS

Original Contract Amount:	\$	<u>\$1,331,460.00</u>
Approved Change Orders:	\$	<u>\$0.00</u>
Adjusted Contract Amount	\$	<u>\$1,331,460.00</u>
Complete to Date:	\$	<u>\$727,910.80</u>
Retention:	\$	<u>\$0.00</u>
Total Earned (Less Retention)	\$	<u>\$727,910.80</u>
Previous Payments:	\$	<u>-\$464,701.00</u>
Current Payment:	\$	<u>\$263,209.80</u>
Contract Balance:	\$	<u>\$603,549.20</u>

INCL. 3% SALES TAX

TO: \_\_\_\_\_ (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 a contract with Erickson Construction L.L.C.  
for furnishing Structural and Miscellaneous Steel and Erection 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 \_\_\_\_\_

The UNDERSIGNED for and in consideration of the sum of **TWO HUNDRED SIXTY THREE THOUSAND TWO HUNDRED NINE AND EIGHTY CENTS (\$263,209.80.00)** in payment of invoice or application dated **2-19-2008** and other good and claims of right of lien on the aforementioned property and improvements thereon, and on monies or other consideration due or to become due on account of labor or services, materials, fixtures or apparatus heretofore furnished prior to \_\_\_\_\_, 2008, except for the retention stated above.

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

Signed this 19<sup>th</sup> day of FEBRUARY 2009

Regional Construction Resources, Inc.  
Contractor/Supplier/Subcontractor

By:

Sergio Luciani, President

signed and sworn to before me this 19<sup>th</sup> day of FEBRUARY 2009.

My commission Expires: 6-16-2011

Stacy A. Lewcun, Notary Public



# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 1 PAGES

OWNER: ERICKSON Construction, L.L.C.

703 Maiden Choice Lane  
Baltimore, MD 21228

PROJECT:

Windcrest RB 2.1

CONTRACTOR:

Regional Construction Resources  
5600 Northwest Central Drive, Ste. 100  
Houston, TX 77092

VIA ARCHITECT:

APPLICATION No: 4REV

Distribution to:

OWNER	
ARCHITECT	
CONTRACTOR	

PERIOD TO: 2/19/09

PROJECT No:

CONTRACT DATE:

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

ORIGINAL CONTRACT SUM ..... 1,331,460.00  
change by Change Orders ..... \$0.00  
NET CONTRACT SUM TO DATE (Line 1 + 2) ..... \$1,331,460.00  
TOTAL COMPLETED & STORED TO DATE ..... 727,910.80  
Column G on G703

RETAINAGE:

- a. \_\_\_\_\_ of Completed Work ..... \$0.00  
(Column D + E on G703)  
b. \_\_\_\_\_ of Stored Material .....  
(Column F on G703)  
Total Retainage (Lines 5a + 5b) or

Total in Column I of G703 ..... \$0.00  
TOTAL EARNED LESS RETAINAGE ..... \$727,910.80  
(Line 4 Less Line 5 Total)  
PREVIOUS CERTIFICATES FOR  
PAYMENT (Line 6 from prior Certificate) ..... (\$464,701.00)  
CURRENT PAYMENT DUE INCLUDES 3% SALES TAX ..... \$263,209.80  
LANCE TO FINISH, INCLUDING RETAINAGE ..... \$603,549.20  
(Line 3 less Line 6)

## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... \$

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

By: \_\_\_\_\_ Date: \_\_\_\_\_

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

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



REGIONAL CONSTRUCTION  
RESOURCES, INC.

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

## 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:

1.	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
6.	Current Amount Due Incl 3% Sales Tax	\$ 287,451.00

Current Amount Due This Invoice	\$ 287,451.00
---------------------------------	---------------

Balance to finish \$ 866,759.00

THANK YOU FOR THIS NICE ORDER.

**PAGE 1 OF 1 PAGES**

3REV

	12/1/2008
	12/30/2008

[illegible]

# APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: ERICKSON Construction, L.L.C.

703 Maiden Choice Lane  
Baltimore, MD 21228

PROJECT:

Windcrest RB 2.1

AIA DOCUMENT G702

PAGE 1 OF 1 PAGES

APPLICATION No: 3REV

Distribution to:

PERIOD TO: 12/30/08

OWNER  
ARCHITECT  
CONTRACTOR

FROM CONTRACTOR:

VIA ARCHITECT:

Regional Construction Resources  
5600 Northwest Central Drive, Ste. 100  
Houston, TX 77092

PROJECT No:

CONTRACT FOR: Structural Steel

CONTRACT DATE:

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM ..... 1,331,460.00

2. Net change by Change Orders ..... \$0.00

3. CONTRACT SUM TO DATE (Line 1 + 2) ..... \$1,331,460.00

4. TOTAL COMPLETED & STORED TO DATE ..... 464,701.00  
(Column G on G703)

5. RETAINAGE:

a. of Completed Work ..... \$0.00  
(Column D + E on G703)

b. of Stored Material .....  
(Column F on G703)

Total Retainage (Lines 5a + 5b) or

Total in Column I of G703) ..... \$0.00

6. TOTAL EARNED LESS RETAINAGE ..... \$464,701.00  
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR  
PAYMENT (Line 6 from prior Certificate) ..... (\$177,250.00)

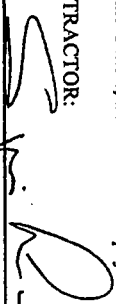
8. CURRENT PAYMENT DUE INCLUDES 3% SALES TAX ..... \$287,451.00

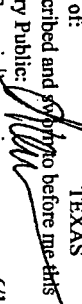
9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$866,759.00  
(Line 3 less Line 6)

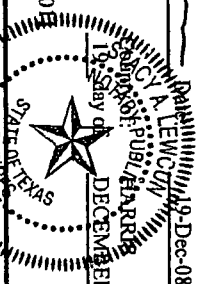
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

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

CONTRACTOR:

By:  Date: 12/19/08

Sergio Luciani, President  
State of: TEXAS  
Subscribed and sworn to before me this  
Notary Public:   
My Commission expires: 6/16/2010



## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... \$

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

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

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

DATE: December 19, 2008

PROJECT: 554-RB-2.1

Job:

FROM: Regional Construction Resources, Inc.

APPLICANT NO:

3REV


PERIOD TO:

12/30/2008

1.	Original Contract Amount	\$	<u>1,331,460.00</u>
2.	Change Orders Issued to Date (Thru C.O. # )	\$	<u>0.00</u>
3.	Contract Sum to Date (Line 1 + 2)	\$	<u>1,331,460.00</u>
4.	Total Complete and Stored to Date	\$	<u>464,701.00</u>
5.	Less Retainage ( <u>10</u> %)	\$	<u>0.00</u>
6.	Total Earned to Date Retainage (Line 4-5)	\$	<u>464,701.00</u>
7.	Less Previous Requisitions	\$	<u>-177,250.00</u>
8.	Payment Due this Period (Line 6-7)	\$	<u>287,451.00 INCL 3% SALES TAX</u>

**SUBCONTRACTORS AFFIDAVIT & RELEASE OF LIEN:**

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

CONTRACTOR: By:  Date: 12/19/08  
(Officer, General Partner, or Owner)  
Sergio Luciani, President

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

**NOTES:**

**TO BE COMPLETED BY PROJECT MANAGER**

RETAINAGE RELEASE	_____
PROGRESS BILLING	_____
RETAINAGE HELD	_____
TOTAL AMOUNT DUE	_____
PROJECT NUMBER	<u>554-RB-2.1</u>
COST CODE	<u>48400-05-1000</u>
APPROVED BY	_____
APPROVED DATE	_____

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

**FOR ACCOUNTING USE ONLY**

DATE RECEIVED	_____
REVIEWED BY	_____

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

"EXHIBIT "E"

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

STATE OF: TEXAS  
COUNTY OF: HARRIS

Original Contract Amount:	\$ 1,331,460.00
Approved Change Orders:	\$ 0.00
Adjusted Contract Amount	\$ 1,331,460.00
Complete to Date:	\$ 464,701.00
Retention:	\$ 0.00
Total Earned (Less Retention)	\$ 464,701.00
Previous Payments:	\$ -177,250.00
Current Payment	\$ 287,451.00
Contract Balance:	\$ 866,759.00

INCL. 3% SALES TAX

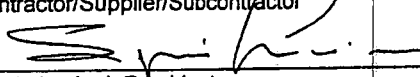
TO: \_\_\_\_\_ (Title Insurer)  
\_\_\_\_\_ (Lender)  
\_\_\_\_\_ (Owner)  
\_\_\_\_\_ (Contractor)

The UNDERSIGNED being duly sworn states that he is the President (title)  
of Regional Construction Resources, Inc. (firm) who has a contract with Erickson Construction L.L.C.  
for furnishing Structural and Miscellaneous Steel and Erection 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 \_\_\_\_\_.

The UNDERSIGNED for and in consideration of the sum of **TWO HUNDRED EIGHTY SEVEN THOUSAND FOUR  
HUNDRED FIFTY ONE DOLLARS (\$287,451.00)** in payment of invoice or application dated **12-19-2008**  
and other good and claims of right of lien on the aforementioned property and improvements thereon, and on monies  
or other consideration due or to become due on account of labor or services, materials, fixtures or apparatus heretofore  
furnished prior to \_\_\_\_\_, 2008, except for the retention stated above.

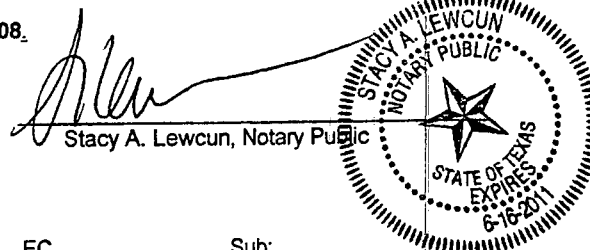
The UNDERSIGNED, respectfully warrants that the contract status set forth above is an accurate statement and no  
other sums are claimed, that all laborers, subcontractors, and suppliers employed by him have been paid all sums previously  
due and all current sums due out of this payment and that none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

Signed this 19<sup>th</sup> day of DECEMBER 2008

By: Regional Construction Resources, Inc.  
Contractor/Supplier/Subcontractor  
  
Sergio Luciani, President

signed and sworn to before me this 19<sup>th</sup> day of DECEMBER 2008.

My commission Expires: 6-16-2011





REGIONAL CONSTRUCTION  
RESOURCES, INC.

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

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

Current Amount Due This Invoice	\$ 23,333.00
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Balance to finish \$ 1,154,210.00

THANK YOU FOR THIS NICE ORDER.

## SUBCONTRACT SCHEDULE OF VALUES

PAGE 1 OF 1 PAGES

Subcontractor : Regional Construction Resources, Inc.

Application No: 2

Project Name: Wind Crest RB 2.1 Highlands Ranch CO

Application Date: 10/7/2008

Period From: 1/1/2008

Period To: 11/30/2008

Job No:

Vendor No:

Item No.	Description of Work	Scheduled Value	Work Complete			Total Complete and Stored to Date (D+E+F)	%	Balance to Finish (C-G)	Retain
			Previous Applications (D+E)	Work in Place this Period	Stored Materials (not in D or E)				
1	Detailing	117,250.00	93,917.00	23,333.00	0.00	117,250.00	100%	0.00	
2	Anchor Bolts and Embeds	60,000.00	60,000.00	0.00	0.00	60,000.00	100%	0.00	
3	Structural Steel	991,210.00	0.00	0.00	0.00	0.00	0%	991,210.00	
4	Miscellaneous	163,000.00	0.00	0.00	0.00	0.00	0%	163,000.00	
5		0.00	0.00	0.00	0.00	0.00	0%	0.00	
6		0.00	0.00	0.00	0.00	0.00	0%	0.00	
7		0.00	0.00	0.00	0.00	0.00	0%	0.00	
8		0.00	0.00	0.00	0.00	0.00	0%	0.00	
9		0.00	0.00	0.00	0.00	0.00	0%	0.00	
10		0.00	0.00	0.00	0.00	0.00	0%	0.00	
11		0.00	0.00	0.00	0.00	0.00	0%	0.00	
12		0.00	0.00	0.00	0.00	0.00	0%	0.00	
13		0.00	0.00	0.00	0.00	0.00	0%	0.00	
14		0.00	0.00	0.00	0.00	0.00	0%	0.00	
15		0.00	0.00	0.00	0.00	0.00	0%	0.00	
16		0.00	0.00	0.00	0.00	0.00	0%	0.00	
17		0.00	0.00	0.00	0.00	0.00	0%	0.00	
18		0.00	0.00	0.00	0.00	0.00	0%	0.00	
19		0.00	0.00	0.00	0.00	0.00	0%	0.00	
20		0.00	0.00	0.00	0.00	0.00	0%	0.00	
21		0.00	0.00	0.00	0.00	0.00	0%	0.00	
22		0.00	0.00	0.00	0.00	0.00	0%	0.00	
23		0.00	0.00	0.00	0.00	0.00	0%	0.00	
24		0.00	0.00	0.00	0.00	0.00	0%	0.00	
25		0.00	0.00	0.00	0.00	0.00	0%	0.00	
TOTAL		1,331,460.00	153,917.00	23,333.00	0.00	177,250.00	13.31%	1,154,210.00	



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

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

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

DATE: October 7, 2008

PROJECT: 554-RB-2.1

Job:

FROM: Regional Construction Resources, Inc.

APPLICANT NO:

PERIOD TO:

2

11/30/2008

1.	Original Contract Amount	\$ <u>1,331,460.00</u>
2.	Change Orders Issued to Date (Thru C.O. # )	\$ <u>0.00</u>
3.	Contract Sum to Date (Line 1 + 2)	\$ <u>1,331,460.00</u>
4.	Total Complete and Stored to Date	\$ <u>177,250.00</u>
5.	Less Retainage ( <u>10</u> %)	\$ <u>0.00</u>
6.	Total Earned to Date Retainage (Line 4-5)	\$ <u>177,250.00</u>
7.	Less Previous Requisitions	\$ <u>-153,917.00</u>
8.	Payment Due this Period (Line 6-7)	\$ <u>23,333.00</u> INCL 3% SALES TAX

**SUBCONTRACTORS AFFIDAVIT & RELEASE OF LIEN:**

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

CONTRACTOR: By: 

Date: 11/7/08

(Officer, General Partner, or Owner)

**Sergio Luciani, President**

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

**NOTES:**

**TO BE COMPLETED BY PROJECT MANAGER**

RETAINAGE RELEASE	_____
PROGRESS BILLING	_____
RETAINAGE HELD	_____
TOTAL AMOUNT DUE	_____
PROJECT NUMBER	<u>554-RB-2.1</u>
COST CODE	<u>48400-05-1000</u>
APPROVED BY	_____
APPROVED DATE	_____

**FINAL PAYMENT**

UNCLERK LIST COMPLETED	<u>YES</u> <u>NO</u>
WARRANTY COMPLETED	<u>YES</u> <u>NO</u>
TTIC STOCK DELIVERED	<u>YES</u> <u>NO</u>
Q&M (CLOSEOUT BOOK-DEL)	<u>YES</u> <u>NO</u>
CHANGE ORDERS COMPLETED	<u>YES</u> <u>NO</u>

**FOR ACCOUNTING USE ONLY**

DATE RECEIVED	_____
REVIEWED BY	_____

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

"EXHIBIT "E"

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

STATE OF: TEXAS  
COUNTY OF: HARRIS

Original Contract Amount:	\$	<b>\$1,331,460.00</b>
Approved Change Orders:	\$	<b>\$0.00</b>
Adjusted Contract Amount	\$	<b>\$1,331,460.00</b>
Complete to Date:	\$	<b>\$177,250.00</b>
Retention:	\$	<b>\$0.00</b>
Total Earned (Less Retention)	\$	<b>\$177,250.00</b>
Previous Payments:	\$	<b>-\$153,917.00</b>
Current Payment:	\$	<b>\$23,333.00</b>
Contract Balance:	\$	<b>\$1,154,210.00</b>

INCL. 3% SALES TAX

TO: \_\_\_\_\_ (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 a contract with Erickson Construction L.L.C.  
for furnishing Structural and Miscellaneous Steel and Erection 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 \_\_\_\_\_

The UNDERSIGNED for and in consideration of the sum of **TWENTY THREE THOUSAND THREE  
HUNDRED THIRTY THREE DOLLARS (\$23,333.00)** in payment of invoice or application dated **11-7-2008**  
and other good and claims of right of lien on the aforementioned property and improvements thereon, and on monies  
or other consideration due or to become due on account of labor or services, materials, fixtures or apparatus heretofore  
furnished prior to \_\_\_\_\_, 2008, except for the retention stated above.

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

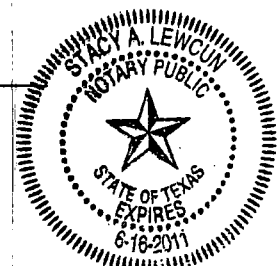
Signed this 7<sup>th</sup> day of **NOVEMBER 2008**

By: \_\_\_\_\_  
Regional Construction Resources, Inc.  
Contractor/Supplier/Subcontractor  
Sergio Luciani, President

signed and sworn to before me this 7th day of **NOVEMBER 2008**.

My commission Expires: 6-16-2011

\_\_\_\_\_  
Stacy A. Lewcun, Notary Public



# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 1 PAGES

TO OWNER: ERICKSON Construction, L.L.C.

703 Maiden Choice Lane  
Baltimore, MD 21228

PROJECT:

Windcrest RB 2.1

FROM CONTRACTOR:

Regional Construction Resources  
5600 Northwest Central Drive, Ste. 100  
Houston, TX 77092

VIA ARCHITECT:

PERIOD TO: 11/30/08

CONTRACT FOR: Structural Steel

PROJECT NO:

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM ..... 1,331,460.00  
2. Net change by Change Orders ..... \$0.00  
3. CONTRACT SUM TO DATE (Line 1 + 2) ..... \$1,331,460.00  
4. TOTAL COMPLETED & STORED TO DATE ..... 177,250.00  
(Column G on G703)

5. RETAINAGE:

a. of Completed Work ..... \$0.00  
(Column D + E on G703)  
b. of Stored Material .....  
(Column F on G703)  
Total Retainage (Lines 5a + 5b) or

Total in Column I of G703 ..... \$0.00  
6. TOTAL EARNED LESS RETAINAGE ..... \$177,250.00  
(Line 4 Less Line 5 Total)  
7. LESS PREVIOUS CERTIFICATES FOR  
PAYMENT (Line 6 from prior Certificate) ..... (\$153,917.00)  
8. CURRENT PAYMENT DUE INCLUDES 3% SALES TAX ..... \$23,333.00  
9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$1,154,210.00  
(Line 3 less Line 6)

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

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

CONTRACTOR:

By: Sergio Luciani Date: 10-7-08

Sergio Luciani, President  
State of: TEXAS County of: HARRIS  
Subscribed and sworn to before me this 7 day of November  
Notary Public Sherry L. Murrell  
My Commission expires: 6/6/2011

## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... \$

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

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

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



REGIONAL CONSTRUCTION  
RESOURCES, INC.

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

## 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

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**Description of items invoiced:**

1.	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	\$ 153,917.00
5.	Less Previous Invoices	\$ 0.00
6.	Current Amount Due Incl 3% Sales Tax	\$ 153,917.00

<b>Current Amount Due This Invoice</b>	<b>\$ 153,917.00</b>
----------------------------------------	----------------------

**Balance to finish** **\$ 1,177,543.00**

**THANK YOU FOR THIS NICE ORDER.**

## SUBCONTRACT SCHEDULE OF VALUES

PAGE 1 OF 1 PAGES

Subcontractor : Regional Construction Resources, Inc.

Application No: 1

Project Name: Wind Crest RB 2.1 Highlands Ranch CO

Application Date: 10/16/2008

Period From: 9/1/2008

Period To: 10/25/2008

Job No:

Vendor No:

A	B	C	D		E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Complete		Stored Materials (not in D or E)	Total Complete and Stored to Date (D+E+F)		%	Balance to Finish (C-G)	Retain
			Previous Applications (D+E)	Work in Place this Period						
1	Detailing	117,250.00	0.00	93,917.00	0.00	93,917.00		80%	23,333.00	
2	Anchor Bolts and Embeds	60,000.00	0.00	60,000.00	0.00	60,000.00		100%	0.00	
3	Structural Steel	991,210.00	0.00	0.00	0.00	0.00		0%	991,210.00	
4	Miscellaneous	163,000.00	0.00	0.00	0.00	0.00		0%	163,000.00	
5		0.00	0.00	0.00	0.00	0.00		0%	0.00	
6		0.00	0.00	0.00	0.00	0.00		0%	0.00	
7		0.00	0.00	0.00	0.00	0.00		0%	0.00	
8		0.00	0.00	0.00	0.00	0.00		0%	0.00	
9		0.00	0.00	0.00	0.00	0.00		0%	0.00	
10		0.00	0.00	0.00	0.00	0.00		0%	0.00	
11		0.00	0.00	0.00	0.00	0.00		0%	0.00	
12		0.00	0.00	0.00	0.00	0.00		0%	0.00	
13		0.00	0.00	0.00	0.00	0.00		0%	0.00	
14		0.00	0.00	0.00	0.00	0.00		0%	0.00	
15		0.00	0.00	0.00	0.00	0.00		0%	0.00	
16		0.00	0.00	0.00	0.00	0.00		0%	0.00	
17		0.00	0.00	0.00	0.00	0.00		0%	0.00	
18		0.00	0.00	0.00	0.00	0.00		0%	0.00	
19		0.00	0.00	0.00	0.00	0.00		0%	0.00	
20		0.00	0.00	0.00	0.00	0.00		0%	0.00	
21		0.00	0.00	0.00	0.00	0.00		0%	0.00	
22		0.00	0.00	0.00	0.00	0.00		0%	0.00	
23		0.00	0.00	0.00	0.00	0.00		0%	0.00	
24		0.00	0.00	0.00	0.00	0.00		0%	0.00	
25		0.00	0.00	0.00	0.00	0.00		0%	0.00	
TOTAL		1,331,460.00	0.00	153,917.00	0.00	153,917.00		11.56%	1,177,543.00	

"EXHIBIT "E"

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

STATE OF: TEXAS  
COUNTY OF: HARRIS

Original Contract Amount:	\$ 1,331,460.00
Approved Change Orders:	\$ 0.00
Adjusted Contract Amount	\$ 1,331,460.00
Complete to Date:	\$ 153,917.00
Retention:	\$ 0.00
Total Earned (Less Retention)	\$ 153,917.00
Previous Payments:	\$ 0.00
Current Payment:	\$ 153,917.00
Contract Balance:	\$ 1,177,543.00

INCL 3% SALES TAX

TO: \_\_\_\_\_ (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 a contract with Erickson Construction L.L.C.  
for furnishing Structural and Miscellaneous Steel and Erection 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 \_\_\_\_\_

The UNDERSIGNED for and in consideration of the sum of **ONE HUNDRED FIFTY THREE THOUSAND NINE  
HUNDRED SEVENTEEN DOLLARS \$153,917.00** in payment of invoice or application dated **10-16-2008**  
and other good and claims of right of lien on the aforementioned property and improvements thereon, and on monies  
or other consideration due or to become due on account of labor or services, materials, fixtures or apparatus heretofore  
furnished prior to \_\_\_\_\_, 2008, except for the retention stated above.

The UNDERSIGNED, respectfully warrants that the contract status set forth above is an accurate statement and no  
other sums are claimed, that all laborers, subcontractors, and suppliers employed by him have been paid all sums previously  
due and all current sums due out of this payment and that none of such laborers, subcontractors or suppliers is or will be  
entitled to claim or assert any claim against the above described real estate or the improvements thereon for labor or materials  
furnished to or for the account of the undersigned. (Upon request, the undersigned shall list the name of each of his  
subcontractors, and suppliers, with contract and payment status, in CT1 form F-3926- Contractors and Subcontractors  
Affidavit, attach same hereto and upon request furnish waivers from said parties).

Signed this **16 th** day of **OCTOBER 2008**

Regional Construction Resources, Inc.  
Contractor/Supplier/Subcontractor

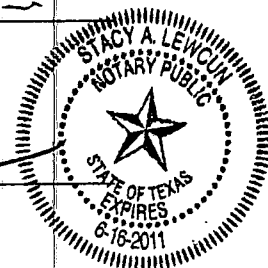
By:

Sergio Luciani  
Sergio Luciani, President

signed and sworn to before me this **16th** day of **OCTOBER 2008**,

My commission Expires: 6-16-2011

Stacy A. Lewcun  
Stacy A. Lewcun, Notary Public



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

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

DATE: October 16, 2008

PROJECT: 554-RB-2.1

Job:

FROM: Regional Construction Resources, Inc.

APPLICANT NO:

PERIOD TO:

1

10/25/2008

1. Original Contract Amount	\$ <u>1,331,460.00</u>
2. Change Orders Issued to Date (Thru C.O. # )	\$ <u>0.00</u>
3. Contract Sum to Date (Line 1 + 2)	\$ <u>1,331,460.00</u>
4. Total Complete and Stored to Date	\$ <u>153,917.00</u>
5. Less Retainage ( <u>10</u> %)	\$ <u>0.00</u>
6. Total Earned to Date Retainage (Line 4-5)	\$ <u>153,917.00</u> INCL 3% SALES TAX
7. Less Previous Requisitions	\$ <u>0.00</u>
8. Payment Due this Period (Line 6-7)	\$ <u>153,917.00</u>

**SUBCONTRACTORS AFFIDAVIT & RELEASE OF LIEN:**

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

CONTRACTOR: By: Sergio Luciani  
(Officer, General Partner, or Owner)  
Sergio Luciani, President

Date: 10/16/08

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

**NOTES:**

**TO BE COMPLETED BY PROJECT MANAGER**

RETAINAGE RELEASE

PROGRESS BILLING

RETAINAGE HELD

TOTAL AMOUNT DUE

PROJECT NUMBER

554-RB-2.1

COST CODE

48400-05-1000

APPROVED BY

APPROVED DATE

**FINAL PAYMENT**

FINCH LIST COMPLETED	<u>YES</u> <u>NO</u>
WARRANTY COMPLETED	<u>YES</u> <u>NO</u>
TTIC STOCK DELIVERED	<u>YES</u> <u>NO</u>
S&M (CLOSEOUT BOOK-DEL)	<u>YES</u> <u>NO</u>
CHANGE ORDERS COMPLETED	<u>YES</u> <u>NO</u>

**FOR ACCOUNTING USE ONLY**

DATE RECEIVED

REVIEWED BY

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

# APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: ERICKSON Construction, L.L.C.

703 Maiden Choice Lane  
Baltimore, MD 21228

PROJECT:

Windcrest RB 2.1

APPLICATION No: 1

AIA DOCUMENT G702

PAGE 1 OF 1 PAGES

FROM CONTRACTOR:

Regional Construction Resources  
5600 Northwest Central Drive, Ste. 100  
Houston, TX 77092

VIA ARCHITECT:

PERIOD TO: 10/25/08

PROJECT No:

CONTRACT FOR: Structural Steel

CONTRACT DATE:

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM ..... 1,331,460.00
2. Net change by Change Orders ..... \$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) ..... 1,331,460.00
4. TOTAL COMPLETED & STORED TO DATE ..... 153,917.00  
(Column G on G703)
5. RETAINAGE:

a. \_\_\_\_\_ of Completed Work ..... \$0.00  
(Column D + E on G703)  
b. \_\_\_\_\_ of Stored Material .....  
(Column F on G703)  
Total Retainage (Lines 5a + 5b) or  
Total in Column I of G703) ..... \$0.00

6. TOTAL EARNED LESS RETAINAGE ..... \$153,917.00  
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) ..... \$0.00
8. CURRENT PAYMENT DUE INCLUDES 3% SALES TAX ..... \$153,917.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$1,177,543.00  
(Line 3 less Line 6)

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

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

CONTRACTOR:

By:

Sergio Luciani, President  
State of: TEXAS  
Notary Public: \_\_\_\_\_  
My Commission Expires: 6/16/2011

Date:

County of: \_\_\_\_\_  
16 day of \_\_\_\_\_



## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... \$

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

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.



PARTIAL LIEN WAIVER

STATE OF Colorado

SS

COUNTY OF Lake

## TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Erickson Construction, LLC to furnish Structural Steel Materials for the premises known as Wind Crest RB2.1 of which Littleton Campus, LLC is the owner.

THE undersigned, for and in consideration of Three Hundred Fifty Thousand And 00/100 Dollars (\$350,000.00), 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 Illinois, 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: March 31, 2009COMPANY: REGIONAL CONSTRUCTION RESOURCES, INC.ADDRESS: 15460 PIN OAK DR. CONROE TX 77384

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 President of the REGIONAL CONSTRUCTION RESOURCES, INC., who is the contractor for the Structural Steel Materials work on the building located at Windcrest RB2.1 owned by Littleton Campus, LLC

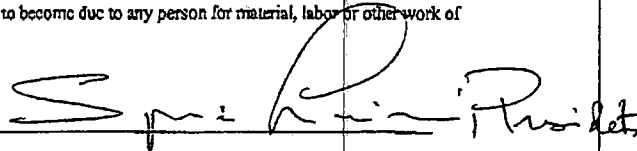
That the total amount of the contract including extras is \$1,352,200.00 on which he has received payment of \$727,910.80 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of 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:

NAME	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE
TOTAL ALL LABOR AND MATERIAL TO COMPLETE					

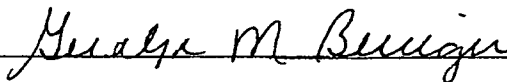
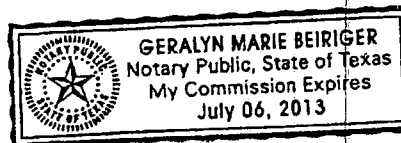
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind or to be done upon or in connection with said work other than above stated.

Signed this 29 day of July, 2009

Signature:


Signed and sworn to before me this 29 day of July, 2009

Signature:

## 55

COUNTY OF Lake

TO WHOM IT MAY CONCERN:

**DATED: March 31, 2009**

COMPANY: REGIONAL CONSTRUCTION RESOURCES, INC.

SIGNATURE AND TITLE:

ADDRESS: 15460 Pin Oak Dr

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.

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is President of the REGIONAL CONSTRUCTION RESOURCES, INC. who is the contractor for the Structural Steel Materials work on the building located at Woodcrest RD. 2 owned by Littleton Campus, LLC

That the total amount of the contract including extras is \$1,352,200.00 on which he has received payment of \$1,077,910.50 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	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE
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.

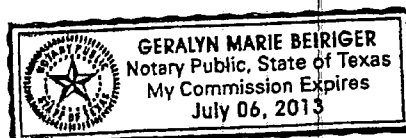
Signed this 29 day of July, 2009

**Signature:**

Signed and sworn to before me this 29 day of July, 2009

**Signature:**

Signature: Healy M Beugie





REGIONAL CONSTRUCTION RESOURCES INC  
15460 PIN OAK DR  
CONROE TX 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  
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):  
200907287047ISCW

Fed Reference Number (IMAD): 20090723L1LFB59C00023607231247FT01

X Posted to  
755

**PARTIAL LIEN WAIVER**

STATE OF Colorado

SS

COUNTY OF Douglas County

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

Attn: Jana Mahon

**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:

Sgt. R. P. COMPANY: REGIONAL CONSTRUCTION  
ADDRESS: 5600 N.W. Central #100  
President Hou Tx 77092

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 structural steel work on the building located at \_\_\_\_\_ owned by Littleton Campus, LLC

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:

NAME	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE
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.

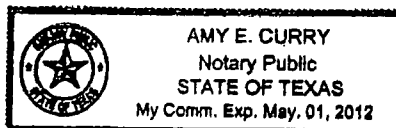
Signed this 5 day of May, 2009

Signature: Sgt. R. P.

Signed and sworn to before me this 5 day of May, 2009

Signature:

Amy E. Curry



**POSTED**  
Sales Tax Report

Erickson Construction, LLC

Contract 95257 00501  
Job Number 554RB21 WCD Residential Building 2.1

CHECK NO.  
71421

				INVOICE AMOUNT	RETAINAGE	PAYMENT
Contract Amount				1,352,200.00	0.00	0.00
Completed Prior Period				827,910.80	0.00	827,910.80
Completed This Period				0.00	0.00	0.00
Completed to Date				827,910.80	0.00	827,910.80
Contract Balance				524,289.20	0.00	524,289.20
<i>collected x 3% = 3000.-</i>						
CHECK DATE	5/4/2009	CHECK NUMBER	71421			100,000.00

colado  
x 3% = 3000.-

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

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

PNC Bank  
PO Box 324  
Baltimore, MD 21203-0324

**T-61/520**

DATE  
4/2009

CHECK NO  
71421

AMOUNT  
100,000.00

NE HUNDRED THOUSAND AND 00/100\*\*\*\*\*

REGIONAL CONSTRUCTION  
RESOURCES INC  
5600 NW CENTRAL SUITE 100  
ATTN: RICHARD SCANDRETT  
HOUSTON TX 77092

⑈00071421⑈ ⑆054000030⑆ 5501360699⑈

755.5

75  
**PARTIAL LIEN WAIVER**

STATE OF Colorado

SS

COUNTY OF Douglas County

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

Attn: Jana Mahon  
by 3/6/09

**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

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 President 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 \$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:

NAME	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE
TOTAL ALL LABOR AND MATERIAL TO COMPLETE					

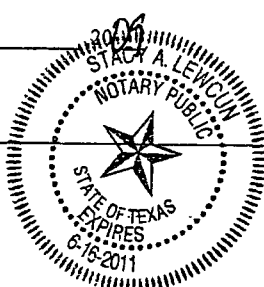
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind or to be done upon or in connection with said work other than above stated.

Signed this 21 day of February, 2009

Signature: \_\_\_\_\_

Signed and sworn to before me this 21 day of February, 2009

Signature: \_\_\_\_\_



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

CHECK NO.  
 70342

	INVOICE AMOUNT	RETAINAGE	PAYMENT
Contract Amount	1,331,460.00	0.00	0.00
Completed Prior Period	464,701.00	0.00	464,701.00
Completed This Period	0.00	0.00	0.00
Completed to Date	464,701.00	0.00	464,701.00
Contract Balance	866,759.00	0.00	866,759.00

CHECK DATE	CHECK NUMBER			
2/20/2009	70342			287,451.00

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

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

PNC Bank  
 PO Box 324  
 Baltimore, MD 21203-0324

TWO HUNDRED EIGHTY SEVEN THOUSAND FOUR HUNDRED FIFTY ONE AND 00/100 \*\*\*\*\*  
 DATE 2/20/2009 CHECK NO. 70342 AMOUNT 287,451.00

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

*[Signature]*

⑈000070342⑈ ⑆054000030⑆ 5501360699⑈

PARTIAL LIEN WAIVER

STATE OF Colorado

SS

COUNTY OF Douglas County

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

Attn: Jana Mahon  
by 1/7/09

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Erickson Construction, LLC to furnish Steel for the premises known as WCD RB21 of which Littleton Campus, LLC is the owner.

THE undersigned, for and in consideration of Twenty-Three Thousand Three Hundred Thirty-Three And NO/100 Dollars (\$23,333.00), 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: President

SIGNATURE AND TITLE: Sp. R.

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 President 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 \$1,331,460.00 on which he has received payment of \$153,917.00 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:

NAME	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE
TOTAL ALL LABOR AND MATERIAL TO COMPLETE					

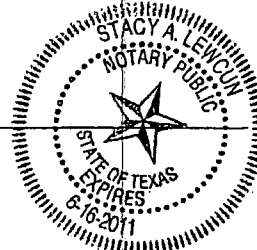
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind or to be done upon or in connection with said work other than above stated.

Signed this 9 day of January, 20 09

Signature: Sp. R.

Signed and sworn to before me this 9 day of January, 20 09

Signature: Stacy A. Leuncun





155  
**PARTIAL LIEN WAIVER**

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

Attn: Vina Mahon

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 Structural Steel for 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: Sergio Luciani, President

SIGNATURE AND TITLE: Sergio Luciani

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 President of the 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:

NAME	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE
TOTAL ALL LABOR AND MATERIAL TO COMPLETE					

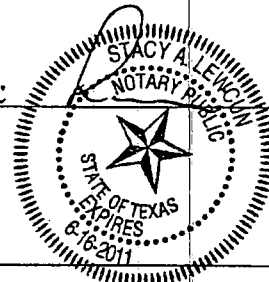
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind or to be done upon or in connection with said work other than above stated.

Signed this 5 day of December, 2008

Signature: Sy

Signed and sworn to before me this 5 day of December, 2008

Signature: [Signature]





Wait for  
~~advice~~ ~~payment~~

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  
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):  
200905139167ISCW

Fed Reference Number (IMAD): 20090520L1LFB59C00038005201519FT01

Erickson

copy - 755  
756

Erickson Construction, LLC

CHECK NO.  
71226

Contract 95257 00501  
Job Number 554RB21 WCD Residential Building 2.1

	INVOICE AMOUNT	RETAINAGE	PAYMENT
Contract Amount	1,352,200.00	0.00	0.00
Completed Prior Period	<del>727,910.80</del>	0.00	<del>727,910.80</del>
Completed This Period	0.00	0.00	0.00
Completed to Date	<del>727,910.80</del>	0.00	<del>727,910.80</del>
Contract Balance	624,289.20	0.00	624,289.20

Application # 4-pymt # 1 of 2

CHECK DATE	CHECK NUMBER	AMOUNT
4/8/2009	71226	131,604.90

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

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

PNC Bank  
PO Box 324  
Baltimore, MD 21203-0324

DATE  
4/8/2009

CHECK NO.  
71226

AMOUNT  
131,604.90

ONE HUNDRED THIRTY ONE THOUSAND SIX HUNDRED FOUR AND 90/100

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

⑈00071226⑈ ⑆054000030⑆ 5501360699⑈

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

*Handwritten:* 4/27/09

CHECK NO.  
71240

	INVOICE AMOUNT	RETAINAGE	PAYMENT
Contract Amount	1,352,200.00	0.00	0.00
Completed Prior Period	727,910.80	0.00	727,910.80
Completed This Period	0.00	0.00	0.00
Completed to Date	727,910.80	0.00	727,910.80
Contract Balance	624,289.20	0.00	624,289.20
			131,604.90

Application # 4 - pymt. # 2 of 2

CHECK DATE 4/8/2009 CHECK NUMBER 71240

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

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

PNC Bank  
 P.O. Box 324  
 Baltimore, MD 21203-0324

DATE 4/8/2009 CHECK NO. 71240 AMOUNT 131,604.90

ONE HUNDRED THIRTY ONE THOUSAND SIX HUNDRED FOUR AND 90/100\*\*\*\*\*

REGIONAL CONSTRUCTION  
 RESOURCES, INC.  
 DER OF - 5600 NW CENTRAL SUITE 100  
 ATTN: RICHARD SCANDRETT  
 HOUSTON TX 77092

*Handwritten signature:* [Signature]

⑈00071240⑈ ⑆054000030⑆ 5501360699⑈



### 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 RESIDENTIAL 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 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: \$105,551.00, together with interest thereon at the legal rate.

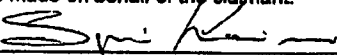
REGIONAL CONSTRUCTION RESOURCES, INC.

By:   
Sergio Luciani, President  
15460 Pin Oak Drive  
Conroe, Montgomery County, Texas, 77384

STATE OF TEXAS §

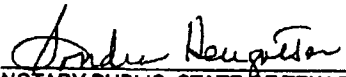
COUNTY OF HARRIS §

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.



  
NOTARY PUBLIC, STATE OF TEXAS  
Sondra Heugatter  
Printed Name of Notary  
My Commission Expires: 4/12/2013

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
  - April 9, 2009 \$42,100.00
  - January 15, 2009 \$98,637.00
  - November 18, 2008 \$236,000.00
  - October 17, 2008 \$35,000.00
  - 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

*Handwritten signature and number 748*

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

Unless waived by Contractor in this Subsection, 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:



Subcontractor: Regional Construction Resources, Inc.  
Cost Code: 554CB20 48400-051000

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 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 DUE 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.

Subcontractor: Regional Construction Resources, Inc.  
Cost Code: 554CB20 48400-051000

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

#### 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.

Subcontractor: Regional Construction Resources, Inc.  
Cost Code: 554CB20 48400-051000

- 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:

DATE:

11/10/08

CONTRACTOR:  
ERICKSON CONSTRUCTION, LLC.

*David Tague*

BY: David Tague  
TITLE: Vice President of Construction

SUPPLIER:  
Regional Construction Resources, Inc.

*Sergio Luciani*

BY: Sergio Luciani  
TITLE: President

DATE:

10-23-08

**EXHIBIT "A"**  
**Contract Documents**

<b><u>Drawing Number</u></b>	<b><u>Description</u></b>	<b><u>Date</u></b>
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

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

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 Equipment 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 Equipment Elevations	06/12/2008
50.07	Food Service Equipment Elevations	06/12/2008
50.08	Food Service Equipment 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 Equipment Details	06/12/2008
50.12	Food Service Equipment Details	06/12/2008
50.13	Food Service Equipment Details	06/12/2008
60.01	Foundation Level Plan	06/12/2008
60.02	Second Level Framing Plan	06/12/2008
60.03	Roof Level Framing 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



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

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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**

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.
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 any 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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**EXHIBIT "C"**  
**Sales Tax Form**

Subcontractor / Supplier Name: 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 28-45379-0003

Will remit all sales tax on the taxable items in the Purchase Order to the State of CO on a timely reporting basis.

Signed:

*[Signature]*

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:

Sub: Regional Construction Resources, Inc.  
Cost Code: 554CB20 - 48400-051000

**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 20<sup>th</sup> 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 20<sup>th</sup> of the month*, your payment will be delayed until the following months payment cycle.

Sub: Regional Construction Resources, Inc.  
Cost Code: 554CB20 - 48400-051000

EXHIBIT "D"

**APPLICATION AND CERTIFICATE FOR PAYMENT**

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

DATE:

PROJECT NO.: 554CB20  
JOB: Neighborhood 2 Community  
Building

FROM: Regional Construction Resources, Inc.

APPLICANT NO.:  
PERIOD TO:

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

**SUBCONTRACTORS AFFIDAVIT & RELEASE OF LIEN:**

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

CONTRACTOR: By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Officer, General Partner, or Owner)

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

**NOTES:**

**TO BE COMPLETED BY PROJECT MANAGER**

RETAINAGE RELEASE	\$
PROGRESS BILLING	\$
RETAINAGE HELD	\$
TOTAL AMOUNT DUE	\$
PROJECT NUMBER	554CB20
COST CODE #	48400-051000
APPROVED BY	
APPROVED DATE	

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

FOR ACCOUNTING USE ONLY	
DATE RECEIVED	
REVIEWED BY	

Sub: Regional Construction Resources, Inc.  
Cost Code: 554CB20 - 48400-051000

**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 COLORADO)

) SS

COUNTY OF DOUGLAS)

To Whom It May Concern:

WHEREAS the undersigned has been employed by \_\_\_\_\_ to furnish \_\_\_\_\_ for the premises known as \_\_\_\_\_ of which \_\_\_\_\_ is the Owner,

THE undersigned, for and in consideration of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars, 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: \_\_\_\_\_ COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

SIGNATURE AND TITLE: \_\_\_\_\_

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 he is \_\_\_\_\_ of the \_\_\_\_\_ (name of company) who is the contractor for the \_\_\_\_\_ work on the building located at \_\_\_\_\_ owned by \_\_\_\_\_

That the total amount of the contract including extras is \$ \_\_\_\_\_ on which he has received payment of \$ \_\_\_\_\_ 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:

<u>NAMES</u>	<u>WHAT FOR</u>	<u>CONTRACT PRICE</u>	<u>AMOUNT PAID</u>	<u>THIS PAYMENT</u>	<u>BALANCE</u>

**TOTAL 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 \_\_\_\_\_, 200\_\_\_\_. Signature: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

Signature: \_\_\_\_\_

**EXHIBIT "F"**

**Final Lien Waiver**

STATE OF COLORADO)

) SS

COUNTY OF DOUGLAS)

To Whom It May Concern:

WHEREAS the undersigned has been employed by \_\_\_\_\_ to furnish \_\_\_\_\_ for the premises known as \_\_\_\_\_ of which \_\_\_\_\_ is the Owner,

THE undersigned, for and in consideration of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars, and other good and valuable consideration, the receipt of which is hereby acknowledged, 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 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, or which maybe furnished at any time hereafter, by the undersigned for the above-described premises.

DATED: \_\_\_\_\_ COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

SIGNATURE AND TITLE: \_\_\_\_\_

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 he is \_\_\_\_\_ of the \_\_\_\_\_ (name of company) who is the contractor for 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 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), and other good and valuable consideration, does hereby certify that the work referred to on the reverse side has been fully performed to the customer's full satisfaction. Furthermore, to the extent permitted by law, the undersigned, does hereby waive and release any and all lien or claim of, or right to lien, under the statutes of the State of COLORADO, relating to the mechanics' and/or materialmen's liens, with respect to and on Premises, and on other material, fixtures, goods, apparatus or machinery furnished, on account of labor, services, materials, fixtures, goods, apparatus or machinery, furnished to this date only by the undersigned, for the Premises, without prejudice to assert any right of lien as to future delivery, performance or furnishing.

<u>NAMES</u>	<u>WHAT FOR</u>	<u>CONTRACT PRICE</u>	<u>AMOUNT PAID</u>	<u>THIS PAYMENT</u>	<u>BALANCE</u>

**TOTAL 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 \_\_\_\_\_, 200\_\_\_\_ Signature: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_

Signature: \_\_\_\_\_



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 Dates
  - b. 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 Subcontractor.
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:

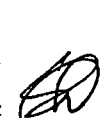
Subcontractor acknowledges that the Contractor considers communications of paramount importance. This subcontractor agrees to have a representative having authority available to speak for its company for any necessary job meetings. Subcontractor acknowledges that the work of this contract shall include 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.



# Erickson construction, LLC

## Contract Change Order

Project: Wind Crest Community Building 2.0

Change Order Number: REG-01

Project Address: 2975 Summer Wind Lane  
Highlands Ranch, CO 80129

From: Andrew Gordon  
Wind Crest Community Building  
2.0  
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

Date: 02/09/2009

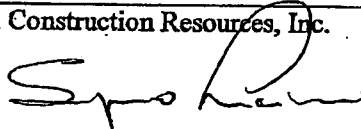
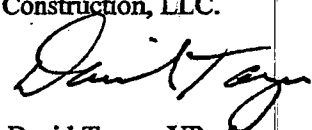
Cost Code: 051000-48400

Contract For: Structural Steel (Sub)

Description: ASI#1 and Tax

Name	Cost
sales tax not included in contract	\$14,584.00
ASI#1 costs for extra steel	\$30,056.00

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

Regional Construction Resources, Inc.	Erickson Construction, LLC.
Signed: 	Signed: 
By: Sergio Luciani, Owner	By: David Tague, VP of Construction
Date: 03/18/09	Date: 3/24/09





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

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

<b>Current Amount Due This Invoice</b>	<b>\$ 42,100.00</b>
----------------------------------------	---------------------

<i>Balance to Finish</i>	\$ 2,720.00
--------------------------	-------------

**THANK YOU FOR THIS NICE ORDER.**

## SUBCONTRACT SCHEDULE OF VALUES

PAGE 1 OF 1 PAGES

Subcontractor : Regional Construction Resources, Inc.

Project Name: Wind Crest CB 2.0 Highlands Ranch CO

Application No: 5  
 Application Date: 4/15/2009  
 Period From: 2/1/2009  
 Period To: 4/30/2009  
 Job No:  
 Vendor No:

A	B	C		D		E		F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Complete		Stored Materials (not In D or E)	Total Complete and Stored to Date (D+E+F)	%	Balance to Finish (C-G)	Retainage			
			Previous Applications (D+E)	Work In Place this Period								
1	Detailing	60,000.00	60,000.00	0.00	0.00	60,000.00	100%	0.00	0.0			
2	Anchor Bolts and Embeds	35,000.00	35,000.00	0.00	0.00	35,000.00	100%	0.00	0.00			
3	Structural Steel	294,997.00	289,997.00	5,000.00	0.00	294,997.00	100%	0.00	0.00			
4	Miscellaneous	40,000.00	0.00	40,000.00	0.00	40,000.00	100%	0.00	0.00			
5	Change Order #1	44,640.00	44,640.00	0.00	0.00	44,640.00	100%	0.00	0.00			
6	PENDING CO:	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
	DUCT PIPE GRID @ STAGE	-3,800.00	0.00	-3,800.00	0.00	-3,800.00	100%	0.00	0.00			
7	PENDING CO:	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
	ASI # 3 ELEVATOR REVISIONS	2,720.00	0.00	0.00	0.00	0.00	0%	2,720.00	0.00			
8	DETAILS ELEVATOR REVISIONS	900.00	0.00	900.00	0.00	900.00	0%	0.00	0.00			
9		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
10		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
11		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
12		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
13		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
14		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
15		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
16		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
17		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
18		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
19		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
20		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
21		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
22		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
23		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00			
TOTAL		474,457.00	429,637.00	42,100.00	0.00	471,737.00	99.43%	2,720.00	0.00			

**"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 15, 2009

PROJECT: 554-CB2.0

Job:

FROM: Regional Construction Resources, Inc.

APPLICANT NO:

5

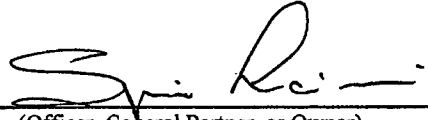
PERIOD TO:

4/30/2009

1.	Original Contract Amount	\$ <u>429,997.00</u>	
2.	Change Orders Issued to Date (Thru C.O. # )	\$ <u>44,460.00</u>	INCL PENDING CHANGE ORDERS
3.	Contract Sum to Date (Line 1 + 2)	\$ <u>474,457.00</u>	
4.	Total Complete and Stored to Date	\$ <u>471,737.00</u>	
5.	Less Retainage ( <u>10 %</u> )	\$ <u>0.00</u>	
6.	Total Earned to Date Retainage (Line 4-5)	\$ <u>471,737.00</u>	
7.	Less Previous Requisitions	\$ <u>-429,637.00</u>	
8.	Payment Due this Period (Line 6-7)	\$ <u>42,100.00</u>	INCL 3% SALES TAX

**SUBCONTRACTORS AFFIDAVIT & RELEASE OF LIEN:**

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

CONTRACTOR: By:  Date: 4/15/09  
(Officer, General Partner, or Owner)  
**Sergio Luciani, President**

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

**NOTES:**

**TO BE COMPLETED BY PROJECT MANAGER**

RETAINAGE RELEASE	
PROGRESS BILLING	
RETAINAGE HELD	
TOTAL AMOUNT DUE	
PROJECT NUMBER	554-CB-2.0
COST CODE	48400-05-1000
APPROVED BY	
APPROVED DATE	

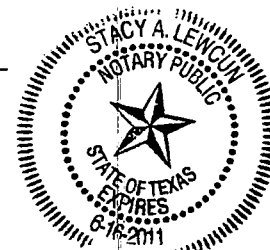
**FINAL PAYMENT**

UNCL LIST COMPLETED	YES NO
WARRANTY COMPLETED	YES NO
TTIC STOCK DELIVERED	YES NO
8M (CLOSEOUT BOOK-DEL)	YES NO
CHANGE ORDERS COMPLETED	YES NO

**FOR ACCOUNTING USE ONLY**

DATE RECEIVED	
REVIEWED BY	

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





# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 1 PAGES

APPLICATION No: 5

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR

Windcrest CB 2.0

PERIOD TO: 4/30/09

PROJECT No:

CONTRACT DATE:

PROJECT:

VIA ARCHITECT:

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 Sheet, AIA Document G703, is attached.

ORIGINAL CONTRACT SUM	429,997.00
Net change by Change Orders	\$44,460.00
CONTRACT SUM TO DATE (Line 1 + 2)	\$474,457.00
TOTAL COMPLETED & STORED TO DATE	471,737.00
(Column G on G703)	

RETAINAGE:

a. of Completed Work	\$0.00
(Column D + E on G703)	
b. of Stored Material	
(Column F on G703)	
Total Retainage (Lines 5a + 5b) or	

Total in Column I of G703	\$0.00
TOTAL EARNED LESS RETAINAGE	\$471,737.00
(Line 4 Less Line 5 Total)	
LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	(\$429,637.00)
CURRENT PAYMENT DUE INCLUDES 3% SALES TAX	\$42,100.00
BALANCE TO FINISH, INCLUDING RETAINAGE	\$2,720.00
(Line 3 less Line 6)	

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

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

CONTRACTOR:

By: Sergio Luciani Date: 15-Apr-09  
Sergio Luciani, President  
State of: TEXAS County of: HARRIS  
Subscribed and sworn to before me this 15 day of APRIL 2009  
Notary Public: Steph A. Lewis  
My Commission expires: 6/16/2011

## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

ARCHITECT:

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



REGIONAL CONSTRUCTION  
RESOURCES, INC.

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

## 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

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### Description of items invoiced:

1.	Original Contract Sum	\$	429,997.00
2.	Change Order #1	\$	44,640.00
3.	Contract Sum to Date	\$	474,637.00
4.	Total Completion to Date	\$	429,637.00
5.	Less Previous Invoices	\$	331,000.00
6.	Current Amount Due Incl. 3% Sales Tax	\$	98,637.00

Current Amount Due This Invoice	\$	98,637.00
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Balance to Finish \$ 45,000.00

THANK YOU FOR THIS NICE ORDER.

## SUBCONTRACT SCHEDULE OF VALUES

PAGE 1 OF 1 PAGES

Subcontractor : Regional Construction Resources, Inc.

Application No: 4REV

Project Name: Wind Crest CB 2.0 Highlands Ranch CO

Application Date: 1/15/2009

Period From: 12/1/2008

Period To: 1/25/2009

Job No:

Vendor No:

Item No.	Description of Work	Scheduled Value	Work Complete		Stored Materials (not in D or E)	Total Complete and Stored to Date (D+E+F)	%	Balance to Finish (C-G)	Retainag
			Previous Applications (D+E)	Work In Place this Period					
1	Detailing	60,000.00	60,000.00	0.00	0.00	60,000.00	100%	0.00	0
2	Anchor Bolts and Embeds	35,000.00	35,000.00	0.00	0.00	35,000.00	100%	0.00	0
3	Structural Steel	294,997.00	236,000.00	53,997.00	0.00	289,997.00	98%	5,000.00	0
4	Miscellaneous	40,000.00	0.00	0.00	0.00	0.00	0%	40,000.00	0
5	Change Order #1	44,640.00	0.00	44,640.00	0.00	44,640.00	100%	0.00	0
6		0.00	0.00	0.00	0.00	0.00	0%	0.00	0
7		0.00	0.00	0.00	0.00	0.00	0%	0.00	0
8		0.00	0.00	0.00	0.00	0.00	0%	0.00	0
9		0.00	0.00	0.00	0.00	0.00	0%	0.00	0
10		0.00	0.00	0.00	0.00	0.00	0%	0.00	0
11		0.00	0.00	0.00	0.00	0.00	0%	0.00	0
12		0.00	0.00	0.00	0.00	0.00	0%	0.00	0
13		0.00	0.00	0.00	0.00	0.00	0%	0.00	0
14		0.00	0.00	0.00	0.00	0.00	0%	0.00	0
15		0.00	0.00	0.00	0.00	0.00	0%	0.00	0
16		0.00	0.00	0.00	0.00	0.00	0%	0.00	0
17		0.00	0.00	0.00	0.00	0.00	0%	0.00	0
18		0.00	0.00	0.00	0.00	0.00	0%	0.00	0
19		0.00	0.00	0.00	0.00	0.00	0%	0.00	0
20		0.00	0.00	0.00	0.00	0.00	0%	0.00	0
21		0.00	0.00	0.00	0.00	0.00	0%	0.00	0
22		0.00	0.00	0.00	0.00	0.00	0%	0.00	0
23		0.00	0.00	0.00	0.00	0.00	0%	0.00	0
24		0.00	0.00	0.00	0.00	0.00	0%	0.00	0
25		0.00	0.00	0.00	0.00	0.00	0%	0.00	0
TOTAL		474,637.00	331,000.00	98,637.00	0.00	429,637.00	90.52%	45,000.00	0

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 1 PAGES

TO OWNER: ERICKSON Construction, L.L.C.

703 Maiden Choice Lane  
Baltimore, MD 21228

PROJECT:

Windcrest CB 2.0

APPLICATION No: 4REV

Distribution to:

OWNER  
ARCHITECT  
CONTRACTOR

FROM CONTRACTOR:

VIA ARCHITECT:

Regional Construction Resources  
5600 Northwest Central Drive, Ste. 100  
Houston, TX 77092

PROJECT No:

PERIOD TO: 1/25/09

CONTRACT FOR: Structural Steel

CONTRACT DATE:

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM..... 429,997.00

2. Net change by Change Orders..... \$44,640.00

3. CONTRACT SUM TO DATE (Line 1 + 2)..... \$474,637.00

4. TOTAL COMPLETED & STORED TO DATE..... 429,637.00  
(Column G on G703)

5. RETAINAGE:  
a. of Completed Work..... \$0.00  
(Column D + E on G703)

b. of Stored Material.....  
(Column F on G703)

Total Retainage (Lines 5a + 5b) or

Total in Column I of G703..... \$0.00

6. TOTAL EARNED LESS RETAINAGE..... \$429,637.00  
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)..... (\$331,000.00)

8. CURRENT PAYMENT DUE INCLUDES 3% SALES TAX..... \$98,637.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE..... \$45,000.00  
(Line 3 less Line 6)

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

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

CONTRACTOR:

By: Sergio Luciani Date: 15-Jan-09

Sergio Luciani, President

TEXAS

State of: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_

Notary Public: [Signature]

My Commission expires: 6/18/2014



## ARCHITECT'S CERTIFICATION FOR PAYMENT

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

AMOUNT CERTIFIED..... \$

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

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

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



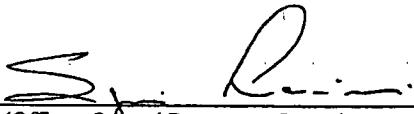
**"EXHIBIT A"**  
**APPLICATION AND CERTIFICATE OF PAYMENT**

TO: **ERICKSON Construction, L.L.C.**      DATE: January 15, 2009  
703 Maiden Choice Lane  
Baltimore, MD 21228  
PROJECT: 554-CB2.0  
Job:  
FROM: **Regional Construction Resources, Inc.**      APPLICANT NO: 4REV  
PERIOD TO: 1/25/2009

1.	Original Contract Amount	\$ <u>429,997.00</u>
2.	Change Orders Issued to Date (Thru C.O. # )	\$ <u>44,640.00</u>
3.	Contract Sum to Date (Line 1 + 2)	\$ <u>474,637.00</u>
4.	Total Complete and Stored to Date	\$ <u>429,637.00</u>
5.	Less Retainage ( <u>10</u> %)	\$ <u>0.00</u>
6.	Total Earned to Date Retainage (Line 4-5)	\$ <u>429,637.00</u>
7.	Less Previous Requisitions	\$ <u>-331,000.00</u>
8.	Payment Due this Period (Line 6-7)	\$ <u>98,637.00</u> INCL 3% SALES TAX

**SUBCONTRACTORS AFFIDAVIT & RELEASE OF LIEN:**

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

CONTRACTOR: By:  Date: 1/15/09  
(Officer, General Partner, or Owner)  
**Sergio Luciani, President**

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

**NOTES:**

**TO BE COMPLETED BY PROJECT MANAGER**

RETAINAGE RELEASE	_____
PROGRESS BILLING	_____
RETAINAGE HELD	_____
TOTAL AMOUNT DUE	_____
PROJECT NUMBER	<u>554-CB-2.0</u>
COST CODE	<u>48400-05-1000</u>
APPROVED BY	_____
APPROVED DATE	_____

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

FOR ACCOUNTING USE ONLY	
DATE RECEIVED	_____
REVIEWED BY	_____

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



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

***November 18, 2008***

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

***Re: Windcrest Highland Ranch CB2.0***

**R.C.R.I. NO. 3990**

1.	Original Contract Sum	\$	429,997.00
2.	Change Order #1	\$	52,675.00
3.	Contract Sum to Date	\$	482,672.00
4.	Total Completion to Date	\$	331,000.00
5.	Less Previous Invoices	\$	95,000.00
6.	Current Amount Due Incl. 3% Sales Tax	\$	236,000.00

***Balance to Finish*** **\$ 151,672.00**

**THANK YOU FOR THIS NICE ORDER.**

**PAGE 1 OF 1 PAGES**

Application No: 3

Application Date:	11/18/2008
-------------------	------------

Application Date:	11/18/2008
Period From:	11/1/2008

Period To:	11/25/2008
------------	------------

Job No:	
---------	--

A		B	C		D		E		F	G		H		I
Item No.		Description of Work	Scheduled Value	Work Complete		Previous Applications (D+E)	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		
1		Detailing	60,000.00		60,000.00	0.00	0.00	0.00	60,000.00	100%	0.00	0.00		
2		Anchor Bolts and Embeds	35,000.00		35,000.00	0.00	0.00	0.00	35,000.00	100%	0.00	0.00		
3		Structural Steel	294,997.00		0.00	0.00	236,000.00	0.00	236,000.00	80%	58,997.00	0.00		
4		Miscellaneous	40,000.00		0.00	0.00	0.00	0.00	0.00	0%	40,000.00	0.00		
5		Change Order #1	52,675.00		0.00	0.00	0.00	0.00	0.00	0%	52,675.00	0.00		
6			0.00		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00		
7			0.00		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00		
8			0.00		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00		
9			0.00		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00		
10			0.00		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00		
11			0.00		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00		
12			0.00		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00		
13			0.00		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00		
14			0.00		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00		
15			0.00		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00		
16			0.00		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00		
17			0.00		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00		
18			0.00		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00		
19			0.00		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00		
20			0.00		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00		
21			0.00		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00		
22			0.00		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00		
23			0.00		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00		
24			0.00		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00		
25			0.00		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00		
TOTAL			482,672.00		95,000.00	236,000.00		0.00	331,000.00	68.58%	151,672.00	0.00		



# APPLICATION AND CERTIFICATION FOR PAYMENT

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

PROJECT:

Windcrest CB 2.0

AIA DOCUMENT G702  
APPLICATION No: 3

PAGE 1 OF 1 PAGES

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR

CM CONTRACTOR: Regional Construction Resources  
5600 Northwest Central Drive, Ste. 100  
Houston, TX 77092

PERIOD TO: 11/18/08

PROJECT No:

CONTRACT FOR: Structural Steel

CONTRACT DATE:

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

ORIGINAL CONTRACT SUM	429,997.00
Net change by Change Orders	\$52,675.00
CONTRACT SUM TO DATE (Line 1 + 2)	\$482,672.00
TOTAL COMPLETED & STORED TO DATE	331,000.00
(Column G on G703)	

### RETAINAGE:

- a. 0.00 of Completed Work (Column D + E on G703)
- b. 0.00 of Stored Material (Column F on G703)
- Total Retainage (Lines 5a + 5b) or

Total in Column I of G703	\$0.00
TOTAL EARNED LESS RETAINAGE	\$331,000.00
(Line 4 Less Line 5 Total)	
LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	(\$95,000.00)
CURRENT PAYMENT DUE INCLUDES 3% SALES TAX	\$236,000.00
BALANCE TO FINISH, INCLUDING RETAINAGE	\$151,672.00
(Line 3 less Line 6)	

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

### CONTRACTOR:

By: Sergio Luciani, President Date: 18-Nov-08  
State of: TEXAS  
Subscribed and sworn to before me this 18 day of November 2008  
Notary Public: [Signature]  
My Commission expires: 6/15/2011



## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED .....\$

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

### ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

"EXHIBIT "E"

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

STATE OF: TEXAS  
COUNTY OF: HARRIS

Original Contract Amount:	\$	<b>\$429,997.00</b>
Approved Change Orders:	\$	<b>\$52,675.00</b>
Adjusted Contract Amount	\$	<b>\$482,672.00</b>
Complete to Date:	\$	<b>\$331,000.00</b>
Retention:	\$	<b>\$0.00</b>
Total Earned (Less Retention)	\$	<b>\$331,000.00</b>
Previous Payments:	\$	<b>-\$95,000.00</b>
Current Payment:	\$	<b>\$236,000.00</b>
Contract Balance:	\$	<b>\$151,672.00</b>

INCL 3% SALES TAX

TO: \_\_\_\_\_ (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 a contract with Erickson Construction L.L.C.  
for furnishing Structural and Miscellaneous Steel and Erection 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 \_\_\_\_\_

The UNDERSIGNED for and in consideration of the sum of **TWO HUNDRED THIRTY SIX THOUSAND DOLLARS (236,000.00)**  
in payment of invoice or application dated 11/18/2008  
and other good and claims of right of lien on the aforementioned property and improvements thereon, and on monies  
or other consideration due or to become due on account of labor or services, materials, fixtures or apparatus heretofore  
furnished prior to \_\_\_\_\_, 2008, except for the retention stated above.

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

Signed this 18 th day of NOVEMBER 2008

Regional Construction Resources, Inc.  
Contractor/Supplier/Subcontractor

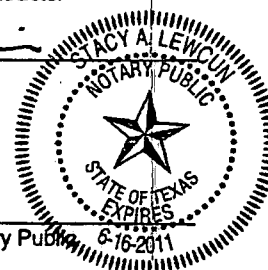
By:

Sergio Luciani  
Sergio Luciani, President

signed and sworn to before me this 18th day of NOVEMBER 2008.

My commission Expires: 6-16-2011

Stacy A. Lewcun  
Stacy A. Lewcun, Notary Public



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

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

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

DATE: November 18, 2008

PROJECT: 554-CB2.0

Job:

FROM: Regional Construction Resources, Inc.

APPLICANT NO:

3

PERIOD TO:

11/25/2008

1. Original Contract Amount	\$ <u>429,997.00</u>
2. Change Orders Issued to Date (Thru C.O. # )	\$ <u>52,675.00</u>
3. Contract Sum to Date (Line 1 + 2)	\$ <u>482,672.00</u>
4. Total Complete and Stored to Date	\$ <u>331,000.00</u>
5. Less Retainage ( <u>10</u> %)	\$ <u>0.00</u>
6. Total Earned to Date Retainage (Line 4-5)	\$ <u>331,000.00</u>
7. Less Previous Requisitions	\$ <u>-95,000.00</u>
8. Payment Due this Period (Line 6-7)	\$ <u>236,000.00</u> INCL 3% SALES TAX

**SUBCONTRACTORS AFFIDAVIT & RELEASE OF LIEN:**

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

CONTRACTOR: By: 

Date: 11/18/08

(Officer, General Partner, or Owner)

**Sergio Luciani, President**

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

**NOTES:**

**TO BE COMPLETED BY PROJECT MANAGER**

RETAINAGE RELEASE	_____
PROGRESS BILLING	_____
RETAINAGE HELD	_____
TOTAL AMOUNT DUE	_____
PROJECT NUMBER	<u>554-CB-2.0</u>
COST CODE	<u>48400-05-1000</u>
APPROVED BY	_____
APPROVED DATE	_____

FINAL PAYMENT	
INCH LIST COMPLETED	YES <input type="checkbox"/> NO <input type="checkbox"/>
WARRANTY COMPLETED	YES <input type="checkbox"/> NO <input type="checkbox"/>
TIC STOCK DELIVERED	YES <input type="checkbox"/> NO <input type="checkbox"/>
IM (CLOSEOUT BOOK-DEL)	YES <input type="checkbox"/> NO <input type="checkbox"/>
CHANGE ORDERS COMPLETED	YES <input type="checkbox"/> NO <input type="checkbox"/>

**FOR ACCOUNTING USE ONLY**

DATE RECEIVED \_\_\_\_\_

REVIEWED BY \_\_\_\_\_

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



REGIONAL CONSTRUCTION  
RESOURCES, INC.

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

## 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

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**Description of items invoiced:**

1.	Original Contract Sum	\$	429,997.00
2.	Change Order #1	\$	52,675.00
3.	Contract Sum to Date	\$	482,672.00
4.	Total Completion to Date	\$	95,000.00
5.	Total Due	\$	95,000.00
6.	Less Previous Invoices	\$	60,000.00
7.	Current Amount Due Incl. 3% Sales Tax	\$	35,000.00

Current Amount Due This Invoice	\$	35,000.00
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Balance to Finish \$ 387,672.00

THANK YOU FOR THIS NICE ORDER.

# SUBCONTRACT SCHEDULE OF VALUES

Subcontractor: Regional Construction Resources, Inc.

Project Name: Wind Crest CB 2.0 Highlands Ranch CO

PAGE 1 OF 1 PAGES

Application No: 2

Application Date: 10/17/2008

Period From: 8/25/2008

Period To: 10/25/2008

Job No:

Vendor No:

A		B		C		D		E		F		G		H		I	
Item No.	Description of Work	Scheduled Value	Work Complete		Stored Materials (not in D or E)	Total Complete and Stored to Date (D+E+F)	%	Balance to Finish (C-G)	Retainage								
			Previous Applications (D+E)	Work in Place this Period													
1	Detailing	60,000.00	60,000.00	0.00	0.00	60,000.00	100%	0.00	0.00								
2	Anchor Bolts and Embeds	35,000.00	0.00	35,000.00	0.00	35,000.00	100%	0.00	0.00								
3	Structural Steel	333,614.00	0.00	0.00	0.00	0.00	0%	333,614.00	0.00								
4	Miscellaneous	40,000.00	0.00	0.00	0.00	0.00	0%	40,000.00	0.00								
5	TAX	14,058.00	0.00	0.00	0.00	0.00	0%	14,058.00	0.00								
6		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
7		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
8		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
9		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
10		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
11		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
12		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
13		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
14		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
15		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
16		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
17		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
18		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
19		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
20		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
21		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
22		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
23		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
24		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
25		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00								
TOTAL		482,672.00	60,000.00	35,000.00	0.00	95,000.00	19.68%	387,672.00	0.00								

## "EXHIBIT D"

### APPLICATION AND CERTIFICATE FOR PAYMENT

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

DATE: October 17, 2008

PROJECT: 554-CB2.0

Job:

FROM: Regional Construction Resources, Inc.

APPLICANT NO:

2

PERIOD TO:

10/25/2008

1.	Original Contract Amount	\$	<u>429,997.00</u>
2.	Change Orders Issued to Date (Thru C.O. # )	\$	<u>52,675.00</u>
3.	Contract Sum to Date (Line 1 + 2)	\$	<u>482,672.00</u>
4.	Total Complete and Stored to Date	\$	<u>95,000.00</u>
5.	Less Retainage ( <u>10</u> %)	\$	<u>0.00</u>
6.	Total Earned to Date Retainage (Line 4-5)	\$	<u>95,000.00</u>
7.	Less Previous Requisitions	\$	<u>-60,000.00</u>
8.	Payment Due this Period (Line 6-7)	\$	<u>35,000.00</u> INCL 3% SALES TAX

#### SUBCONTRACTORS AFFIDAVIT & RELEASE OF LIEN:

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

CONTRACTOR: By: 

Date: 10/17/08

(Officer, General Partner, or Owner)

Sergio Luciani, President

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

#### NOTES:

#### TO BE COMPLETED BY PROJECT MANAGER

RETAINAGE RELEASE	<u>                    </u>
PROGRESS BILLING	<u>                    </u>
RETAINAGE HELD	<u>                    </u>
TOTAL AMOUNT DUE	<u>                    </u>
PROJECT NUMBER	<u>554-CB-2.0</u>
COST CODE	<u>48400-05-1000</u>
APPROVED BY	<u>                    </u>
APPROVED DATE	<u>                    </u>

FINAL PAYMENT	
NCH LIST COMPLETED	<u>YES</u> <u>NO</u>
WARRANTY COMPLETED	<u>YES</u> <u>NO</u>
TIC STOCK DELIVERED	<u>YES</u> <u>NO</u>
M (CLOSEOUT BOOK-DEL)	<u>YES</u> <u>NO</u>
CHANGE ORDERS COMPLETED	<u>YES</u> <u>NO</u>

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

EC            Sub:



# APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: BRICKSON Construction, L.L.C.

703 Maiden Choice Lane  
Baltimore, MD 21228

PROJECT:

Windcrest CB 2.0

AIA DOCUMENT G702

APPLICATION No: 2

PAGE 1 OF 1 PAGES

FROM CONTRACTOR:

Regional Construction Resources  
5600 Northwest Central Drive, Ste. 400  
Houston, TX 77092  
CONTRACT FOR: Structural Steel

VIA ARCHITECT:

PERIOD TO: 10/17/08

PROJECT No:

Distribution to:  
OWNER  
ARCHITECT  
CONTRACTOR

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM..... 429,997.00
2. Net change by Change Orders..... \$32,675.00
3. CONTRACT SUM TO DATE (Line 1 + 2)..... \$462,672.00
4. TOTAL COMPLETED & STORED TO DATE..... 95,000.00  
(Column G on G703)
5. RETAINAGE:

a. of Completed Work..... \$0.00  
(Column D + E on G703)  
b. of Stored Material.....  
(Column F on G703)  
Total Retainage (Lines 5a + 5b) or

- Total in Column I of G703)..... \$0.00
6. TOTAL EARNED LESS RETAINAGE..... \$95,000.00  
(Line 4 Less Line 5 Total)
  7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)..... (\$60,000.00)
  8. CURRENT PAYMENT DUE INCLUDES 3% SALES TAX..... \$35,000.00
  9. BALANCE TO FINISH, INCLUDING RETAINAGE..... \$387,672.00  
(Line 3 less Line 6)

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

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

CONTRACTOR:

By:

Sergio Luciani, President

Date: 17-Oct-08

State of: TEXAS  
Subscribed and sworn to before me this  
Notary Public, 17 day of OCTOBER  
My Commission expires 6/16/2011



## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED..... \$

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

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.





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

***August 19, 2008***

**Invoice No 748-1rev**

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

Revised August 2011

**Attn: A Gordon**

***Re: Windcrest Highland Ranch CB2.0***

**Net 30 Days**

**R.C.R.I. NO. 3937**

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

1.	Original Contract Sum	\$	429,997.00
2.	Change Order #1	\$	52,675.00
3.	Contract Sum to Date	\$	482,672.00
4.	Total Completion to Date	\$	60,000.00
5.	Total Due	\$	60,000.00
6.	Less Previous Invoices	\$	0.00
7.	Current Amount Due Incl. 3% Sales Tax	\$	60,000.00

<b><i>Balance to Finish</i></b>	<b>\$ 422,672.00</b>
---------------------------------	----------------------

***THANK YOU FOR THIS NICE ORDER.***

## SUBCONTRACT SCHEDULE OF VALUES

Subcontractor : Regional Construction Resources, Inc.

Project Name: Wind Crest CB 2.0 Highlands Ranch CO

PAGE 1 OF 1 PAGES

Application No: 1  
 Application Date: 8/19/2008  
 Period From: 8/1/2008  
 Period To: 8/25/2008  
 Job No:  
 Vendor No:

A	B	C	D		E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Complete		Stored Materials (not in D or E)	Total Complete and Stored to Date (D+E+F)	%	Balance to Finish (C-G)	Retainag	
			Previous Applications (D+E)	Work in Place this Period						
1	Detailing	60,000.00	0.00	60,000.00	0.00	60,000.00	100%	0.00	0	
2	Anchor Bolts and Embeds	35,000.00	0.00	0.00	0.00	0.00	0%	35,000.00	0	
3	Structural Steel	333,614.00	0.00	0.00	0.00	0.00	0%	333,614.00	0	
4	Miscellaneous	40,000.00	0.00	0.00	0.00	0.00	0%	40,000.00	0	
5	TAX	14,058.00	0.00	0.00	0.00	0.00	0%	14,058.00	0	
6		0.00	0.00	0.00	0.00	0.00	0%	0.00	0	
7		0.00	0.00	0.00	0.00	0.00	0%	0.00	0	
8		0.00	0.00	0.00	0.00	0.00	0%	0.00	0	
9		0.00	0.00	0.00	0.00	0.00	0%	0.00	0	
10		0.00	0.00	0.00	0.00	0.00	0%	0.00	0	
11		0.00	0.00	0.00	0.00	0.00	0%	0.00	0	
12		0.00	0.00	0.00	0.00	0.00	0%	0.00	0	
13		0.00	0.00	0.00	0.00	0.00	0%	0.00	0	
14		0.00	0.00	0.00	0.00	0.00	0%	0.00	0	
15		0.00	0.00	0.00	0.00	0.00	0%	0.00	0	
16		0.00	0.00	0.00	0.00	0.00	0%	0.00	0	
17		0.00	0.00	0.00	0.00	0.00	0%	0.00	0	
18		0.00	0.00	0.00	0.00	0.00	0%	0.00	0	
19		0.00	0.00	0.00	0.00	0.00	0%	0.00	0	
20		0.00	0.00	0.00	0.00	0.00	0%	0.00	0	
21		0.00	0.00	0.00	0.00	0.00	0%	0.00	0	
22		0.00	0.00	0.00	0.00	0.00	0%	0.00	0	
23		0.00	0.00	0.00	0.00	0.00	0%	0.00	0	
24		0.00	0.00	0.00	0.00	0.00	0%	0.00	0	
25		0.00	0.00	0.00	0.00	0.00	0%	0.00	0	
TOTAL		482,672.00	0.00	60,000.00	0.00	60,000.00	12.43%	422,672.00	0	

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

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

DATE: August 19, 2008

PROJECT: 554-CB2.0

Job:

FROM: Regional Construction Resources, Inc.

APPLICANT NO:

1

PERIOD TO:

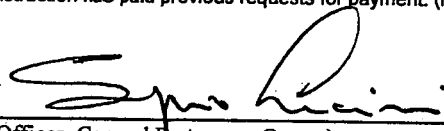
8/25/2008

1.	Original Contract Amount	\$	<u>429,997.00</u>
2.	Change Orders Issued to Date (Thru C.O. # )	\$	<u>52,675.00</u>
3.	Contract Sum to Date (Line 1 + 2)	\$	<u>482,672.00</u>
4.	Total Complete and Stored to Date	\$	<u>60,000.00</u>
5.	Less Retainage ( <u>10</u> %)	\$	<u>0.00</u>
6.	Total Earned to Date Retainage (Line 4-5)	\$	<u>60,000.00</u> INCL 3% SALES TAX
7.	Less Previous Requisitions	\$	<u>0.00</u>
8.	Payment Due this Period (Line 6-7)	\$	<u>60,000.00</u>

**SUBCONTRACTORS AFFIDAVIT & RELEASE OF LIEN:**

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

CONTRACTOR: By:

  
(Officer, General Partner, or Owner)

**Sergio Luciani, President**

Date:

10/16/08

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

**NOTES:**

**TO BE COMPLETED BY PROJECT MANAGER**

RETAINAGE RELEASE

PROGRESS BILLING

RETAINAGE HELD

TOTAL AMOUNT DUE

PROJECT NUMBER

554-CB-2.0

COST CODE

48400-05-1000

APPROVED BY

APPROVED DATE

**FINAL PAYMENT**

INCH LIST COMPLETED	<u>YES</u> <u>NO</u>
ARRANTY COMPLETED	<u>YES</u> <u>NO</u>
TIC STOCK DELIVERED	<u>YES</u> <u>NO</u>
IM (CLOSEOUT BOOK-DEL)	<u>YES</u> <u>NO</u>
ANGE ORDERS COMPLETED	<u>YES</u> <u>NO</u>

**FOR ACCOUNTING USE ONLY**

DATE RECEIVED

REVIEWED BY

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

"EXHIBIT "E"

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

STATE OF: TEXAS  
COUNTY OF: HARRIS

Original Contract Amount:	\$	<u>\$429,997.00</u>
Approved Change Orders:	\$	<u>\$52,675.00</u>
Adjusted Contract Amount	\$	<u>\$482,672.00</u>
Complete to Date:	\$	<u>\$60,000.00</u>
Retention:	\$	<u>\$0.00</u>
Total Earned (Less Retention)	\$	<u>\$60,000.00</u>
Previous Payments:	\$	<u>\$0.00</u>
Current Payment:	\$	<u>\$60,000.00</u>
Contract Balance:	\$	<u>\$422,672.00</u>

INCL. 3% SALES TAX

TO: \_\_\_\_\_ (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 a contract with Erickson Construction L.L.C.  
for furnishing Structural and Miscellaneous Steel and Erection 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 \_\_\_\_\_

The UNDERSIGNED for and in consideration of the sum of **SIXTY THOUSAND DOLLARS (60,000.00)**  
in payment of invoice or application dated **8-16-2008**  
and other good and claims of right of lien on the aforementioned property and improvements thereon, and on monies  
or other consideration due or to become due on account of labor or services, materials, fixtures or apparatus heretofore  
furnished prior to \_\_\_\_\_, 2008, except for the retention stated above.

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

Signed this 16 th day of OCTOBER 2008

Regional Construction Resources, Inc.  
Contractor/Supplier/Subcontractor

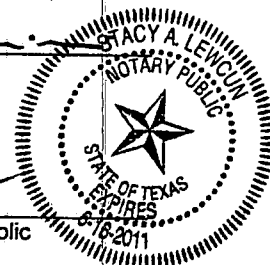
By:

Sergio Luciani  
Sergio Luciani, President

signed and sworn to before me this 16th day of OCTOBER 2008.

My commission Expires: 6-16-2011

Stacy A. Lewcun  
Stacy A. Lewcun, Notary Public



# APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: ERICKSON Construction, L.L.C.

703 Maiden Choice Lane  
Baltimore, MD 21228

PROJECT:

Windcrest CB 2.0

A/A DOCUMENT G702 PAGE 1 OF 1 PAGES  
APPLICATION No: 1 Distribution to:

FROM CONTRACTOR:

Regional Construction Resources  
5600 Northwest Central Drive, Ste. 100  
Houston, TX 77092

VIA ARCHITECT:

PROJECT NO:

OWNER  
ARCHITECT  
CONTRACTOR

CONTRACT FOR: Structural Steel

CONTRACT DATE:

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM..... 429,997.00
2. Net change by Change Orders..... \$32,675.00
3. CONTRACT SUM TO DATE (Line 1 + 2)..... \$482,672.00
4. TOTAL COMPLETED & STORED TO DATE..... 60,000.00  
(Column G on G703)
5. RETAINAGE:

- a. of Completed Work..... \$0.00  
(Column D + E on G703)
  - b. of Stored Material.....  
(Column F on G703)
- Total Retainage (Lines 5a + 5b) or  
Total in Column I of G703)..... \$0.00

6. TOTAL EARNED LESS RETAINAGE..... \$60,000.00  
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)..... \$0.00
8. CURRENT PAYMENT DUE INCLUDES 3% SALES TAX..... \$60,000.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE..... \$422,672.00  
(Line 3 less Line 6)

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

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

CONTRACTOR:

By:

Sergio Luciani, President

Date: 16-Oct-08

State of: TEXAS  
Subscribed and sworn to before me this  
Notary Public: *Sergio Luciani*  
My Commission expires: 6/16/2011

County of: HARRIS  
Notary Public: *Sergio A. Luciani*  
16 OCTOBER 2008

## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED..... \$

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

ARCHITECT:

By:

Date:

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

**PARTIAL LIEN WAIVER**

STATE OF Colorado  
SS  
COUNTY OF Douglas County

Please Return To:  
Erickson Construction Finance  
991 Corporate Boulevard  
Linthicum, MD 21090  
Attn: Jana Mahon  
by 1/7/09

**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 Two Hundred Seventy-Seven Thousand And NO/100 Dollars (\$277,000.00), 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: December 20, 2008

COMPANY: REGIONAL CONSTRUCTION

ADDRESS: \_\_\_\_\_

SIGNATURE AND TITLE: [Signature]

President

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 \$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 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	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE
TOTAL ALL LABOR AND MATERIAL TO COMPLETE					

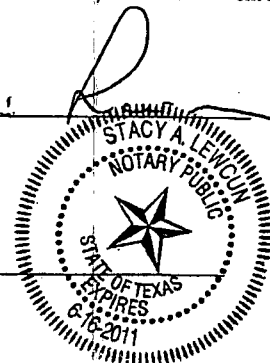
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind or to be done upon or in connection with said work other than above stated.

Signed this 9 day of January, 2009

Signature: [Signature]

Signed and sworn to before me this 9 day of January, 2009

Signature: [Signature]



**PARTIAL LIEN WAIVER**

STATE OF Colorado

SS

COUNTY OF Douglas County

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

Attn: Jana Mahon  
by 12/5

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 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: November 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 President 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 \$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 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	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE
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 24 day of November, 2008

Signature: \_\_\_\_\_

Signed and sworn to before me this 24 day of November, 2008

Signature: \_\_\_\_\_



### 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 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.

By:   
Sergio Luciani, President  
15460 Pin Oak Drive  
Conroe, Montgomery County, Texas, 77384

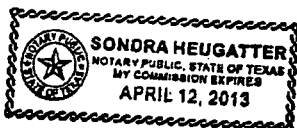
STATE OF TEXAS §

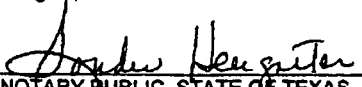
COUNTY OF HARRIS §

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.



  
NOTARY PUBLIC, STATE OF TEXAS  
Sondra Heugatter  
Printed Name of Notary  
My Commission Expires: 4/12/2013