


B 10 (Official Form 10) (12/08)

UNITED STATES BANKRUPTCY COURT Northern District of Texas		PROOF OF CLAIM
Name of Debtor Erickson Construction Company		Case Number 09-37016
<i>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.</i>		
Name of Creditor (the person or other entity to whom the debtor owes money or property). Country Casual, Inc.		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim FILED OCT 28 2009 <i>AS</i> Court Claim Number: (If known) TAWANA C. MARSHALL, CLERK U.S. BANKRUPTCY COURT NORTHERN DISTRICT OF TEXAS
Name and address where notices should be sent Country Casual, Inc. 7601 Rickenbacker Drive Gaithersburg, MD 20879 ATTN: Cynthia J. Grimes, Controller		
Telephone number (301) 926-9195		
Name and address where payment should be sent (if different from above) RECEIVED NOV 02 2009 BMC GROUP		<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>4,898.68</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 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 <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8) <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)()
2. Basis for Claim: <u>Goods Sold</u> (See instruction #2 on reverse side)		
3. Last four digits of any number by which creditor identifies debtor: <u>4119</u> 3a. Debtor may have scheduled account as: <u>Erick. Constr. Co</u> (See instruction #3a on reverse side)		
4. Secured Claim (See instruction #4 on reverse side) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
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: \$ _____ <i>*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment</i>
Date: <u>10/20/2009</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. <i>Cynthia J. Grimes, Controller</i> CYNTHIA J. GRIMES CONTROLLER		FOR COURT USE ONLY Erickson Ret. Comm. LLC  00008

PURCHASE ORDER 517SW40-6

CASE No.
09-37016

ERICKSON CONSTRUCTION, LLC

20 Riverside Road
Lincolnshire, IL 60069
Tel (847) 415-2239 • Fax (847) 415-2426

IMPORTANT

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

TO: County Casual
7601 Rickenbacker Drive
Gaithersburg, MD 20879-4807
ATTN: Kathy Viessmann

SHIP TO: ERICKSON CONSTRUCTION, LLC
Sedgebrook Sitework 4.0
20 Riverside Road
Lincolnshire, IL 60069

DATE: 05/13/2009

SHIP VIA : Best Method

DELIVERY DATE: 06/12/2009 - 06/16/2009
WITH 24 HR. NOTICE

Country Casual Furnishings ^{4898.68} \$4,917.00 NON-TAXABLE

Additional Description for Line Items:

Furnish only of the following Landscape Furnishings:

- ✓ Three (3) Country Casual Forest Green Teak Umbrellas each with frame, and cover with bag.
- ✓ Three (3) Portable Umbrella Bases to accommodate Teak Umbrella.
- ✓ Two (2) Model 7400 Trash Receptacles with liner, shell, lid and brass anchors.
- ✓ Price includes shipping F.O.B. jobsite.
- ✓ Tax is excluded from cost.

PO Items Budget Code: 028702-48700 PO Items Total: ^{4,898.68} \$4,917.00

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

Tax Budget Code: 028702-48700 Tax Rate: 0.00% Tax Total: \$0.00

Grand Total for this PO: ^{4,898.68} \$4,917.00

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

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

PURCHASER:	Erickson Construction, LLC.
By:	<i>James G. Richards</i> James G. Richards Director of Construction
Date:	6-18-09
Seller:	County Casual
By:	<i>Kathy Viessmann</i> Theresa Catlin Contract Administrator
Date:	
Tax ID:	

**ERICKSON CONSTRUCTION, LLC
CONDITIONS OF PURCHASE**

1. **Acknowledgement of Order.** Vendor shall send written acknowledgment of this Purchase Order to Purchaser. Any such acknowledgment from Vendor containing terms in addition to or inconsistent with the terms of this Purchase Order, or a rejection of any term of this Purchase Order, shall be deemed to be, and shall constitute, a counteroffer to Purchaser and shall not be binding upon Purchaser unless acceptance is made in writing to Vendor. Performance by Vendor in the absence of written acceptance of such counteroffer by Purchaser shall be deemed, and shall constitute, performance in accordance with the terms of this Purchase Order.
2. **Price.** If no price is specified on the face of this Purchase Order, then the price shall be as specified in Addendum A attached hereto and made a part hereof, provided that the matters set forth in the document(s) attached as Addendum A shall have been accepted by both parties as evidenced by their signature thereto. In the event that there shall be no Addendum A attached hereto, Purchaser shall not be obligated to accept items charged at a rate in excess of the rate charged for Purchaser's immediately preceding purchase of the same or substantially similar items. Unless otherwise specifically provided in this Purchase Order, all prices are not subject to state and local sales or use taxes.
3. **Changes in Customized Items.** Notwithstanding that Purchaser has previously approved specifications for customized items appearing on this Purchase Order, Purchaser reserves the right at any time and from time to time to make changes in the specifications for such items. Any difference in price resulting from such changes shall be as agreed to in writing by the parties.
4. **Items Furnished by Purchaser.** Any items, property or materials furnished by Purchaser (and not sold to Vendor) in connection with this Purchase Order shall be held by Vendor and Vendor agrees to keep the same fully insured for the benefit of Purchaser and to pay for all items, property or materials damaged by Vendor not otherwise accounted for to Purchaser's reasonable satisfaction.
5. **FREIGHT, RISK OF LOSS OR DAMAGE.** ALL SHIPMENTS FROM VENDOR TO PURCHASER SHALL BE F.O.B. PURCHASER'S FACILITY, TITLE TO, AND RISK OF LOSS OR DAMAGE FOR ITEMS COVERED BY THIS PURCHASE ORDER SHALL PASS TO PURCHASER UPON DELIVERY OF SUCH ITEMS TO PURCHASER'S DESIGNATED FACILITY AND ACCEPTANCE OF SUCH ITEMS BY PURCHASER'S INSPECTOR.
6. **DELIVERIES.** ALL DELIVERIES MUST BE SCHEDULED WITH PURCHASER AT LEAST TWENTY-FOUR (24) HOURS IN ADVANCE OF THE DELIVERY OF ITEMS ON THIS PURCHASE ORDER TO ENSURE THE AVAILABILITY OF PERSONNEL AUTHORIZED TO ACCEPT AND OFF-LOAD SUCH ITEMS. DELIVERIES CAN BE SCHEDULED BY CONTACTING PURCHASER'S PURCHASING DEPARTMENT AT THE NUMBER PRINTED ON THIS PURCHASE ORDER. A HANDLING CHARGE EQUAL TO TEN PERCENT (10%) OF THE TOTAL COST OF THIS PURCHASE ORDER SHALL BE DEDUCTED FROM SUCH COST FOR DELIVERIES ARRIVING WITHOUT SUCH ADVANCE NOTICE.
7. **Acceptance of Items.** Payment for Items ordered does not constitute acceptance thereof by Purchaser. All items are received subject to Purchaser's right of inspection and rejection.
8. **Labor Provided by Vendor.** If this Purchase Order covers the performance of labor for Purchaser on Purchaser's property or the property of others on which Purchaser is doing work or conducting business. Vendor agrees to indemnify and hold Purchaser and, if applicable, the owner of the property on which Purchaser is doing work or conducting business, harmless from and against all liabilities, claims or demands for injuries or damages of any person or property arising out of the performance of this Purchase Order. Vendor agrees to effect and maintain public liability insurance, protecting both Vendor and Purchaser, and, if applicable, the owner of the property on which Purchaser is doing work or conducting business, as their interests may appear, for claims for bodily injury, including death, and claims for damage to property which may arise both out of and during Vendor's performance of this Purchase Order for a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence. Vendor shall be responsible to provide no less than minimum statutory requirements for workers' compensation insurance and unemployment insurance to its employees and to pay all payroll taxes levied with respect to such employees. Certificates of Insurance for all coverage required hereunder shall be delivered to Purchaser no less than forty-eight (48) hours prior to the commencement of Vendor's work on such property.
9. **Invoices.** All invoices concerning this Purchase Order must be forwarded to the Purchaser's address specified on this Purchase Order and include the Purchase Order number to ensure timely payment.
10. **Warranties.** VENDOR IS AWARE OF THE INTENDED USE OF THE ITEMS COVERED IN THIS PURCHASE ORDER. VENDOR WARRANTS THAT SUCH ITEMS SUPPLIED HERUNDER ARE (a) FREE OF DEFECTS IN DESIGN, MATERIALS AND WORKMANSHIP, (b) CONFORM TO THE PURCHASER'S SPECIFICATIONS, AND (c) SUITABLE FOR THEIR INTENDED USE. IN THE EVENT THAT ONE OR MORE OF SUCH ITEMS DO NOT CONFORM TO VENDOR'S WARRANTIES AS STATED ABOVE, VENDOR SHALL, AT PURCHASER'S OPTION, REPAIR OR REPLACE SUCH ITEM(S) FOR A FULL REFUND, WHICH REFUND SHALL INCLUDE, WITHOUT LIMITATIONS, ALL FREIGHT, STORAGE, INSTALLATION AND TAX CHARGES PAID BY PURCHASER. VENDOR AGREES TO INDEMNIFY AND HOLD PURCHASER HARMLESS FROM AND AGAINST ALL LIABILITY FOR INJURIES OR OTHER DAMAGES INCURRED BY PURCHASER IN THE EVENT THAT ANY SUCH ITEMS ARE NOT AS WARRANTED HEREIN.
11. **Assignments.** This Purchase Order is not assignable by Vendor without prior written consent of Purchaser.
12. **Use of Purchaser's Name Prohibited.** Unless Vendor has obtained the prior written consent of a corporate officer of Purchaser. Vendor shall not use Purchaser's name, or that of any of its subsidiaries, affiliates or related entities, in any advertising or promotion by Vendor.
13. **Special Terms and Conditions.** In addition to the terms and conditions specified in the Purchase Order, all transactions between Purchaser and Vendor shall be governed by the terms and conditions contained in Addendum A attached hereto and made a part hereof, unless otherwise agreed in writing by Purchaser and Vendor.
14. **Employment Practices.** Purchaser represents and warrants to Vendor that Purchaser is an equal opportunity employer. Vendor represents and warrants to Purchaser that Vendor is an equal opportunity employer and that Vendor shall not discriminate against any employee or applicant for employment on the basis of factors specified in applicable state and federal laws, rules, regulations and orders. Vendor further warrants that during the performance of this Purchase Order and for a period of one (1) year thereafter, it shall comply with all state and federal laws, rules, regulations and orders concerning discrimination in employment and in the workplace, the provision of equal opportunities to minorities and other under-represented classes, other employment and work-related issues and employment agreements.

ADDENDUM A

1. The Vendor shall replace or, if approved by Purchaser, repair any defective work, and any cracked, chipped or damaged materials. Vendor will be responsible for all associated costs if the damage occurs at the fabrication plant or during transportation to the jobsite. Vendor agrees to promptly provide all replacement materials at no additional cost to the Purchaser and repeat tests as necessary until all work is proven satisfactory. Retesting cost shall be the responsibility of the Vendor.
2. Vendor 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 the Vendor's work. Any vehicle parked on or adjacent to the site without Purchaser's permission is subject to removal at the Vendor's expense.
3. The Vendor understands the project site is in an urban location and that on site material staging will only be permitted if approved in advance, in writing, by the Purchaser's Superintendent. It is the responsibility of the Vendor to coordinate all on site staging with the Purchaser's Superintendent. All material deliveries must be coordinated at least forty-eight (48) hours in advance. This Vendor understands that the limited space also applies to the use of storage trailers and / or field offices and permission to use them must be obtained in writing from Purchaser's Superintendent.
4. 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 as schematically indicated in the Contract Documents, must be maintained throughout.
5. Any 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 the costs for labor and materials shall be at prevailing rates in the project area.
6. ~~Progress payment applications shall be prepared and submitted to the Purchaser on or before the 20th of the month for payment by the 20th of the following month.~~ INVOICE - NET 30 DAYS
7. Notwithstanding any other provision contained in this Purchase Order and superseding any contrary term expressed herein, Vendor agrees that if in the event of any picket, strike, work stoppage, or other form of labor dispute at the jobsite, the Vendor or any other subcontractor or separate contractor on the jobsite, Vendor will continue to perform the Vendor's work required herein, without interruption or delay. Additionally, should the Vendor be party to one or more labor agreements he shall, within 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.
8. The Vendor shall cooperate with the Purchaser and other vendors and contractors whose work might interface with Vendor's work, and shall participate in the preparation or coordination drawings in areas of congestion, specifically noting and advising the Purchaser of any such interference.
9. Payments may only be made on account of materials or equipment not in place but delivered and suitably stored, when agreed upon in advance in writing by Owner. Such materials or equipment (Stored Materials) may be at the Property or at any other location agreed upon in advance in writing by Owner.
10. Vendor agrees to submit shop drawings, catalogue cuts, samples, etc., if required by the specifications, for approval prior to final confirmation of this order.

PURCHASE ORDER 517SW40-6

CASE No. 09-37016

ERICKSON CONSTRUCTION, LLC

20 Riverside Road
Lincolnshire, IL 60069
Tel (847) 415-2239 • Fax (847) 415-2426

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ATTN: Kathy Viessmann

SHIP TO: ERICKSON CONSTRUCTION, LLC
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DATE: 05/13/2009	SHIP VIA : Best Method	DELIVERY DATE: 06/12/2009 ASAP WITH 24 HR. NOTICE
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	By:	James G. Richards, <i>Director of Construction</i>
	Date:	
	Seller:	County Casual
	By:	<i>Kathy Viessmann</i> Theresa A. Catlin
	Date:	<i>6/24/09</i> Contract Administrator
Tax ID:		

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2. Price. If no price is specified on the face of this Purchase Order, then the price shall be as specified in Addendum A attached hereto and made a part hereof; provided that the matters set forth in the document(s) attached as Addendum A shall have been accepted by both parties as evidenced by their signature thereto. In the event that there shall be no Addendum A attached hereto, Purchaser shall not be obligated to accept items charged at a rate in excess of the rate charged for Purchaser's immediately preceding purchase of the same or substantially similar items. Unless otherwise specifically provided in this Purchase Order, all prices are not subject to state and local sales or use taxes.
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14. Employment Practices. Purchaser represents and warrants to Vendor that Purchaser is an equal opportunity employer. Vendor represents and warrants to Purchaser that Vendor is an equal opportunity employer and that Vendor shall not discriminate against any employee or applicant for employment on the basis of factors specified in applicable state and federal laws, rules, regulations and orders. Vendor further warrants that during the performance of this Purchase Order and for a period of one (1) year thereafter, it shall comply with all state and federal laws, rules, regulations and orders concerning discrimination in employment and in the workplace, the provision of equal opportunities to minorities and other under-represented classes, other employment and work-related issues and employment agreements.

ADDENDUM A

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- ~~6. Progress payment applications shall be prepared and submitted to the Purchaser on or before the 20th of the month for payment by the 20th of the following month.~~ **INVOICE - NET 30 DAYS**
7. Notwithstanding any other provision contained in this Purchase Order and superseding any contrary term expressed herein, Vendor agrees that if in the event of any picket, strike, work stoppage, or other form of labor dispute at the jobsite, the Vendor or any other subcontractor or separate contractor on the jobsite, Vendor will continue to perform the Vendor's work required herein, without interruption or delay. Additionally, should the Vendor be party to one or more labor agreements he shall, within 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.
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10. Vendor agrees to submit shop drawings, catalogue cuts, samples, etc., if required by the specifications, for approval prior to final confirmation of this order.

Invoice



7601 Rickenbacker Drive
 Gaithersburg, MD 20879-4807
 www.countrycasual.com
 800-284-8325 fax: 301-926-9198

Invoice Date	06/26/2009
Invoice Number	2687
Customer Number	4119
Invoice Total	\$4,898.68

Bill To

Erickson Construction LLC
 20 W Riverside Rd
 Lincolnshire, IL 60069-3805

Ship To

Erickson Construction LLC
 20 W Riverside Rd
 Lincolnshire, IL 60069-3805
 Phone: (847) 415-2239

Order Number	Document Number	P.O. Number	Terms	Due Date
102305	10744-1	517SW40-6	NET 30	07/26/2009

QTY ORDERED	QTY SHIPPED	QTY BACK ORDERED	ITEM NUMBER	PRODUCT DESCRIPTION	COLOR	UNIT PRICE	EXT'D PRICE
3	3		4890GR	Umbrella - Teak - 8 ft. Octagon with Forest Green Cover		759.00	2,277.00
2	2		7400	Trash Receptacle - 22 in. Sq. with 22 gallon Liner		570.40	1,140.80
3	3		8311	Umbrella Base - 27-1/2 in. Square Steel with Wheels and 1-1/2 in. Tube		358.80	1,076.40

SUBTOTAL		\$4,494.20
NOTES: Umbrellas may ship separately via Motor Freight within 3-4 weeks. A 15% fee will be charged on order cancellations or returns of all cushions, pillows and umbrella canopies.	TAX	0.00
	SHIPPING AND HANDLING	404.48
	ADDITIONAL SHIP FEE	0.00
	INVOICE TOTAL	\$4,898.68
	LESS AMOUNT PAID	0.00
BALANCE DUE		\$4,898.68



7601 Rickenbacker Drive
 Gaithersburg, MD 20879-4807
 www.countrycasual.com
 800-284-8325 fax: 301-926-9198

STATEMENT

Customer Number	4119
Statement Date	10/01/2009
Balance Due	\$4,898.68

Erickson Construction LLC
 20 W Riverside Rd
 Lincolnshire, IL 60069-3805

Date	Invoice/Credit Number	Reference	Amount	Balance
06/26/2009	2687	517SW40-6	\$4,898.68	\$4,898.68

0 - 30 Days	31 - 60 Days	61 - 90 Days	91 + Days
\$0.00	\$0.00	\$0.00	\$4,898.68

Northern District of Texas Claims Register

09-37016-sgj11 Erickson Construction, LLC

Judge: Stacey G. Jernigan

Chapter: 11

Office: Dallas

Last Date to file claims: 02/28/2010

Trustee:

Last Date to file (Govt):

<i>Creditor:</i> (12755196) Country Casual, Inc. 7601 Rickenbacker Dr. Gaithersburg, MD 20879	Claim No: 2 <i>Original Filed</i> <i>Date: 10/28/2009</i> <i>Original Entered</i> <i>Date: 10/29/2009</i>	<i>Status:</i> <i>Filed by:</i> CR <i>Entered by:</i> Dugan, S. <i>Modified:</i>
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Unsecured claimed: \$4898.68

Total claimed: \$4898.68

History:

Details 2-1 10/28/2009 Claim #2 filed by Country Casual, Inc., total amount claimed: \$4898.68
(Dugan, S.)

Description:

Remarks:

Claims Register Summary