

UNITED STATES BANKRUPTCY COURT Northern District of Texas (Dallas Division)

PROOF OF CLAIM

Name of Debtor: Erickson Construction, LLC

Case Number: 09-37016

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property):

ABT ELECTRONICS INC.

Check this box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent:

20835747001132
ABT ELECTRONICS INC.
1200 NORTH MILWAKEE AVE
GLENVIEW, IL 60025

YOUR CLAIM IS SCHEDULED AS:
Schedule/Claim ID: s1038
AMOUNT/CLASSIFICATION
\$1,314.81 UNSECURED

Court Claim Number:
(If known)

Filed on:

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

SAME AS ABOVE
ATTN: ACCOUNTS RECEIVABLE DEPARTMENT

RECEIVED

FEB 12 2010

Telephone number:

847-919-3719

BMC GROUP

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: \$ 1314.80

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim.

Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).

Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).

Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).

Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).

Other - Specify applicable paragraph of 11 U.S.C. §507 (a)().

Amount entitled to priority:

\$

*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

2. Basis for Claim: GOODSOLD (INVOICE ATTACHED)
(See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: 0036

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

4. Secured Claim (See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

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

Value of Property: \$ Annual Interest Rate %

Amount of arrearage and other charges as of time case filed included in secured claim,

if any: \$ Basis for perfection:

Amount of Secured Claim: \$ Amount Unsecured: \$

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

Date: 02/09/10

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the address above. Attach copy of power of attorney, if any.

Jennifer Johnson signature

JENNIFER JOHNSON, IR MANAGER

FOR COURT USE ONLY

Erickson Ret. Comm. LLC



00863

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

SAME ADDRESS AS ABOVE.

PURCHASE ORDER 517EC10-9

ERICKSON CONSTRUCTION, LLC

20 Riverside Rd.
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: Abt Electronics
1200 North Milwaukee Avenue
Glenview, IL 60025
ATTN: Rob Kutches

SHIP TO: ERICKSON CONSTRUCTION, LLC
Sedgebrook Renaissance Gardens 1.0
20 Riverside Rd.
Lincolnshire, IL 60069

DATE: 10/20/2008	SHIP VIA : Best Way	DELIVERY DATE: 12/15/2008
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- 1 ea. Whirlpool #1901 Pump Kit \$299.00 TAXABLE
- 1 ea. Whirlpool #GI15NDXTQ Icemaker \$899.00 TAXABLE

Additional Description for Line Items:
One Whirlpool Icemaker #GI 15NDXTQ - White

PO Items Budget Code: 114520-48700 PO Items Total: \$1,198.00

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

Tax Budget Code: 114520-48700 Tax Rate: 9.75% Tax Total: \$116.81

Grand Total for this PO: \$1,314.81

<p>THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS AS STATED IN THIS DOCUMENT HEREOF AND ADDENDUM A INCLUDED.</p> <p>NOTE: IF THIS ORDER INCLUDES LABOR, INDICATE SCHEDULED VALUE ABOVE.</p>	PURCHASER: Erickson Construction, LLC.
	By: Kelly Wright
	Date:
	Seller: Abt Electronics
	By: <i>Lisa Linn</i> Rob Kutches Lisa Linn
	Date: 10/21/08
Tax ID: 36-2816342	

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.
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.



1200 N. Milwaukee Ave., Glenview, IL 60025
 P/847.967.8830 . F/847.544.2270
 www.Abt.com

ORDER#: 1023801RGQU

*****BILLING INVOICE*****

Customer PO#: 517EC10-9

Delivery Date: 12/15/2008

Customer#: FF0036

Sales Rep: S0283

Bill to :

ERICKSON CONST.,LLC.
 20 W RIVERSIDE RD
 LINCOLNSHIRE, IL 60069

Ship to :

SEDGEBROOK RENAISSANCE GAR
 20 W RIVERSIDE RD
 LINCOLNSHIRE, IL 60069

QTY	DES	VSN	PRICE	EXT. PRICE
1	ICMK 15" WHITE 50LBS INT.LIGHT	GI15NDXTWH	\$899.00	\$899.00
1	DELIVERY INCLUDES UNCRATING	DEL	\$0.00	\$0.00
1	POSITIONING OF APPLIANCES	POS	\$0.00	\$0.00
1	HAUL AWAY OF PACKING MATERIALS HAUL		\$0.00	\$0.00
1	THANK YOU ROBERT KUTCHES X2783 S0283		\$0.00	\$0.00
1	ICMK ACC PUMP FOR MONOGRAM	ZPK1	\$299.00	\$299.00

SUBTOTAL : \$ 1,198.00
Tax : \$ 116.80
TOTAL : \$ 1,314.80
AMT PAID : \$ 0.00
TOTAL DUE : \$ 1,314.80