

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):

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

Name and address where notices should be sent:

20835747000989 ALUMITAL CORP 1401 EAST HIGGINS ROAD ELK GROVE VILLAGE, IL 60007

YOUR CLAIM IS SCHEDULED AS: Schedule/Claim ID: s1033 AMOUNT/CLASSIFICATION \$14,000.00 UNSECURED

Court Claim Number: (If known)

Filed on:

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

FILED FEB 19 2010

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.

Telephone number:

847-439-3100

TAWANA C. MARSHALL, CLERK U.S. BANKRUPTCY COURT NORTHERN DISTRICT OF TEXAS

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

1. Amount of Claim as of Date Case Filed: \$ 14,000.00

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.

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.

Specify the priority of the claim.

2. Basis for Claim: Goods sold, services performed

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: 20090086, 20080584

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

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

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

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

RECEIVED MAR 02 2010 BMC GROUP

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.

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.

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

If the documents are not available, please explain:

FOR COURT USE ONLY

Date: 02/15/10

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 notice address above. Attach copy of power of attorney, if any.

[Signature] VICE-PRESIDENT

Erickson Ret. Comm. LLC



01762

# Erickson construction, LLC

February 14, 2008

Sandro Frioni  
Alumital Corp.  
1401 E. Higgins Road  
Elk Grove Village IL, 60007

Re: **Sedgebrook Renaissance Gardens RG1.0**  
Letter of Intent for Metal Framed Storefront

Dear Sandro:

This letter is to advise your office of our intent to issue a contract to Alumital Corp. to Furnish and Install metal framed storefront. The work shall be performed per the Plans and Specifications dated 6-1-07 as prepared by Wallace Roberts and Todd LLC (including Addenda #1 dated 08/07/2007 and #2 dated 08/17/2007 by WRT) and four operators per specification section 08410. Your price to perform this work is Sixty Eight Thousand and No/100 Dollars (\$68,000.00).

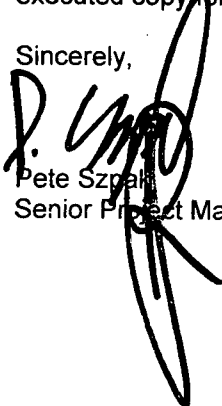
The basic scope of work includes, but is not limited to the entire aluminum (almond color) framed storefront scope including specification 08410 and all related drawings as indicated above.

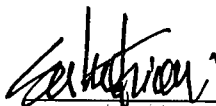
Please proceed immediately with the submission of shop drawings and other submittals, Certificates of Insurance, Payment Schedule of Value Breakdowns, Emergency Personnel Contact List, and MSDA Data Sheets. Time is of the essence in preparing and submitting the required submittals.

Subject to the issuance of an agreement from the Owner, a standard Erickson Construction, LLC subcontract agreement will be forwarded for signature.

Your confirmation signature on this letter indicates agreement with the above. Please return one original executed copy for our records.

Sincerely,

  
Pete Szpall  
Senior Project Manager

  
Sandro Frioni Alumital Corp.

# ALUMITAL CORP.

99 SEEGER AVENUE • ELK GROVE VILLAGE, ILLINOIS 60007  
 TELEPHONE: (847) 439-3100 FAX: (847) 439-3188

## INVOICE

**Invoice Number**  
20080584

**Invoice Date**  
04/16/2009

**SOLD TO:**

ERICKSON CONSTRUCTION, LLC  
 2420 Corporate Lane  
 Naperville, IL 60563

PAYMENT TERMS	P.O. NO.	DUE DATE	PROJECT NAME
NET30	04/01/09-04/30/09	05/16/2009	SEDGEBROOK GARDENS
DESCRIPTION			AMOUNT
ORIGINAL SUB-CONTRACT AMOUNT			\$68,000.00
"APPROVED" CHANGE ORDERS (TOTAL)			\$0.00
TOTAL AMOUNT OF SUB-CONTRACT			\$68,000.00
WORK COMPLETED TO DATE			
LESS 10 % RETENTION			68,000.00
LESS PREVIOUSLY PAID			-6,800.00
			-54,000.00
PROJECT: SEDGEBROOK RENAISSANCE GARDENS			

**PLEASE REMIT TO:**

ALUMITAL CORPORATION  
 1401 E. HIGGINS ROAD  
 ELK GROVE VILLAGE, IL 60007

<b>Total Invoice</b>	\$7,200.00
<b>Payments/Credits Received</b>	\$0.00
<b>BALANCE DUE THIS INVOICE</b>	\$7,200.00

# ALUMITAL CORP.

99 SEEGER AV. • ELK GROVE VILLAGE, ILLINOIS 60007  
 TELEPHONE: (847) 439-3100 FAX: (847) 439-3188

## INVOICE

**Invoice Number**  
20090086

**Invoice Date**  
05/14/2009

**SOLD TO:**

ERICKSON CONSTRUCTION, LLC  
 2420 Corporate Lane  
 Naperville, IL 60563

PAYMENT TERMS	P.O. NO	DUE DATE	PROJECT NAME
NET30	05/01/09-05/31/09	06/13/2009	SEDGEBROOK GARDENS
DESCRIPTION			AMOUNT
ORIGINAL SUB-CONTRACT AMOUNT			\$68,000.00
"APPROVED" CHANGE ORDERS (TOTAL)			\$0.00
TOTAL AMOUNT OF SUB-CONTRACT			\$68,000.00
WORK COMPLETED TO DATE			
LESS PREVIOUSLY PAID			68,000.00
LESS BALANCE FROM PREVIOUS APPLICATIONS			-54,000.00
			-7,200.00
PROJECT: SEDGEBROOK RENAISSANCE GARDENS			

**PLEASE REMIT TO:**

ALUMITAL CORPORATION  
 1401 E. HIGGINS ROAD  
 ELK GROVE VILLAGE, IL 60007

<b>Total Invoice</b>	\$6,800.00
<b>Payments/Credits Received</b>	\$0.00
<b>BALANCE DUE THIS INVOICE</b>	\$6,800.00

PARTIAL LIEN WAIVER

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

STATE OF Illinois

SS

COUNTY OF Lake

Attn: April Heying by 3/10

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Erickson Construction, LLC to furnish AL STOREFRONT for the premises known as SED EC10 of which Lincolnshire Campus, LLC is the owner.

THE undersigned, for and in consideration of Thirty-Five Thousand Six Hundred Forty And NO/100 Dollars (\$35,640.00), 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.

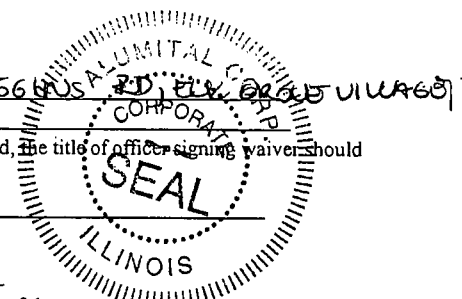
DATED: February 20, 2009

COMPANY: Alumital Corp.

ADDRESS: 1401 E. M166 (US 20) ELY, ILLINOIS 61731

SIGNATURE AND TITLE: [Signature]

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 VICE PRESIDENT of the Alumital Corp. who is the contractor for the AL STOREFRONT work on the building located at LINCOLNSHIRE, ILL owned by Lincolnshire Campus, LLC

That the total amount of the contract including extras is \$68,000.00 on which he has received payment of \$18,360.00 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
<u>ALUMITAL CORP</u>	<u>STOREFRONT</u>	<u>68,000.00</u>	<u>18,360.00</u>	<u>35,640.00</u>	<u>14,000.00</u>
<b>TOTAL ALL LABOR AND MATERIAL TO COMPLETE</b>		<u>68,000.00</u>	<u>18,360.00</u>	<u>35,640.00</u>	<u>14,000.00</u>

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 20<sup>th</sup> day of February, 2009 Signature: [Signature]

Signed and sworn to before me this 20<sup>th</sup> day of February, 2009.

Signature: [Signature]

