

improvements on the Real Estate. On or about August 10, 2001, AMEC, as general contractor, contracted with R. G., as subcontractor, to perform all work and furnish all labor, material, equipment, supervision and all other things necessary to complete all Drywall, Carpentry, Acoustical Tile, Insulation and related items as described in the subcontract and related documents, all in exchange for payment of the original contract sum of \$5,350,000.00 (Five Million Three Hundred Fifty Thousand Dollars and No Cents)(collectively the "Subcontract").

4. The Subcontract was entered into and the work was performed by R. G. with the knowledge and consent of Owner. Alternatively, Owner specifically authorized AMEC, and/or AMEC's agents to enter into contracts for design and improvement of the Real Estate. Alternatively, Owner knowingly permitted AMEC, and/or AMEC's agents to enter into contracts for the design and improvement of the Real Estate.

5. As to all lots comprising the Real Estate, R.G. last performed work on the Real Estate on or after November 10, 2002.

6. At the special request and instance of AMEC, and with the knowledge, consent, knowing permission or acquiescence of Owner, R.G. furnished extra and additional labor and materials for the improvement of the Real Estate, increasing the contract sum to \$6,974,441.89 (Six Million Nine Hundred Seventy Four Thousand Four Hundred Forty One Dollars and Eighty Nine Cents). R.G. last performed extra and additional labor and provided extra and additional materials on or after November 10, 2002.

7. As of the date hereof, after all previous payments and credits, there remains due, unpaid and owing to R. G. the principal balance of \$720,580.89 (Seven Hundred Twenty Thousand Five Hundred Eighty Dollars and Eighty Nine Cents) for which, with interest, attorneys' fees and costs as provided under the Illinois Mechanics Lien Act, R. G. claims a lien on the Real Estate and on the monies or other consideration due or to become due from Owner to AMEC under the contract between Owner and AMEC.

8. Claimant does not believe that it is required to allocate or apportion its lien among any lots or parcels comprising the Real Estate because this lien is timely as to all lots comprising the Real Estate. Nor does Claimant believe that precise dimensional or other exact allocation or apportionment is practical or calculable. In the alternative, and without admitting that allocation or apportionment is required or even calculable, and only in the event that allocation or apportionment is later deemed required, then, in that event, Claimant reserves its rights and remedies to collect the entire principal balance of the claim for lien, but alternatively allocates or apportions its claim for lien as follows:

- (a) 25% or \$180,145.23 to P.I.N. 17-16-213-012-0000;

2

Common Address: Dearborn Center
131 South Dearborn Street
Chicago, Illinois 60603

P. I. N. 17-16-213-012-0000
17-16-213-013-0000
17-16-213-014-0000
17-16-213-015-0000

- (b) 25% or \$180,145.22 to P.I.N. 17-16-213-013-0000;
- (c) 25% or \$180,145.22 to P.I.N. 17-16-213-014-0000;
- (d) 25% or \$180,145.22 to P.I.N. 17-16-213-015-0000.

9. Claimant revokes and withdraws any waiver of lien given in advance of payment for which payment was not received by Claimant.

R. G. CONSTRUCTION SERVICES, INC.

By:

John Garcea
John Garcea, Vice President

Property of Cook County Clerk's Office

Common Address: Dearborn Center
131 South Dearborn Street
Chicago, Illinois 60603

P. I. N. 17-16-213-012-0000
17-16-213-013-0000
17-16-213-014-0000
17-16-213-015-0000

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

I, John Garcea, being first duly sworn on oath, depose and state that I am Vice President of R. G. Construction Services, Inc., that I am authorized to execute this Subcontractor's Notice and Claim for Mechanics Lien on behalf of R. G. Construction Services, Inc., that I have read the foregoing and know the contents thereof and that the statements contained therein are true.

John Garcea
John Garcea

SUBSCRIBED AND SWORN TO
before me this 24 day
of February, 2003.



THIS INSTRUMENT WAS PREPARED BY AND
AFTER RECORDING SHOULD BE RETURNED TO:

Eric L. Singer
Wildman, Harrold, Allen & Dixon
2300 Cabot Drive, Suite 455
Lisle, IL 60532

1163402

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131 South Dearborn Street
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EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

LOTS 5, 6, 7, AND THAT PART OF LOT 8 LYING EAST OF THE EAST LINE OF DEARBORN STREET, (EXCEPTING THEREFROM THE NORTH 9 FEET OF SAID LOTS TAKEN FOR ALLEY) IN BLOCK 141 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tax Identification Numbers: 17-16-213-012-0000; 17-16-213-013-0000;

17-16-213-014-0000; 17-16-213-015-0000

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