



**SUBCONTRACTOR'S
CLAIM FOR LIEN**

The Claimant, ARC ELECTRIC CO. INC., a/k/a ARC ELECTRIC COMPANY, an Illinois corporation, of the Village of River Grove, County of Cook, State of Illinois, hereby files its claim for mechanic's lien on and against the property legally described below, and the improvements located thereon, and against all persons who and entities which have or may claim some right, title, or interest in the property described below and the improvements thereon, including but not limited to the following: Aaron Israel as Trustee of the Declaration of Trust dated October 26, 1999 (hereinafter referred to as "the Owner"); Max Mara Retail Ltd. d/b/a/ Marina Rinaldi, a corporation; and Brodson Construction Inc., a corporation, of the City of Miami Beach, State of Florida (hereinafter referred to as "Contractor") and states:

On or about December 29, 2000, and for some time prior thereto, and at all times subsequent thereto, the Owner owned fee simple title to the property, and the improvements located thereon, commonly known as 113 East Oak Street, Chicago, IL 60611 ("the Property"), and legally described as follows:

The East 1/2 of Lot 5 in Lawrence's Subdivision of Part of Lot 7 in the Subdivision of the North 1/2 of Block 8 in the Subdivision by Commissioners of Illinois and Michigan Canal of South fractional 1/4 of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N- 17-03-207-024-0000

That on or about December 29, 2000, the Owner entered into a lease with Max Mara Retail, Ltd. for the Property.

That prior to or during June 2002, the exact date being unknown to Claimant, Contractor entered into a contract with Owner and Max Mara Retail, Ltd, or one of them, whereby Contractor was to make improvements on and to the Property. The Owner authorized or knowingly permitted Max Mara Retail, Ltd. to make improvements to the Property and in the event only Max Mara Retail, Ltd. entered into the contract with Contractor, the Owner authorized or knowingly permitted Max Mara Retail, Ltd. to enter into the contract with Contractor for said improvements.

That on or about June 2002, after Contractor entered into a contract with either Owner and Max Mara Retail, Ltd, or one of them, Contractor, with the authorization of or knowingly permitted by Owner and Max Mara Retail, Ltd., made a written Subcontract with the Claimant (the "Subcontract"), for Claimant to provide labor, materials, and equipment for furnishing and installing electrical work for, of, and to the Property, for which Contractor agreed to pay Claimant the sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00). Pursuant to the Subcontract, the Claimant provided labor, materials, and equipment for electrical work for, of and to the Property, and the Owner and Max Mara Retail, Ltd. authorized or knowingly permitted Claimant to provide labor, materials, and equipment for electrical work under the Subcontract.

At the special instance and request of the Contractor, and with the authorization of or knowingly permitted by the Owner and Max Mara Retail, Ltd., Claimant furnished extras and provided additional labor, materials, and equipment for electrical work for, of and to the Property. The fair and reasonable value of such extra labor, material, and equipment furnished for, of and to the Property by the Claimant was and now is Eighty-Three Thousand Six Hundred Seventy Six and 52/100 (\$83,676.52) Dollars.


On November 20, 2002, Claimant completed all the work and provided all labor, materials, and equipment for electrical work for, of, and to the Property required by the Subcontract with Contractor to be done, including extra and additional labor and materials pursuant to said Subcontract.

The fair and reasonable value of the labor, materials and equipment for electrical work, including extras, furnished by Claimant on, to, and for the Property is One Hundred Eighty Three Thousand Six Hundred Seventy Six and 52/100 and 00/100 (\$183,676.52) Dollars.

The Contractor is entitled to credits on account thereof the sum of One Hundred Three Thousand Two Hundred Twenty Five and 51/100 (\$103,225.51) Dollars, leaving due, unpaid and owing to the Claimant the sum of Eighty-Four Thousand Four Hundred Fifty One and 01/100 (\$80,451.01) for which, with interest at the rate of ten (10) per cent per annum, the Claimant claims a lien on the Property and on all the buildings, fixtures, and improvements located thereon and on the moneys or other consideration due or to become due from the Owner and Max Mara Retail, Ltd., or either one of them, to the Contractor under the Contractor's contract with Owner and Max Mara Retail, Ltd., or either one of them.

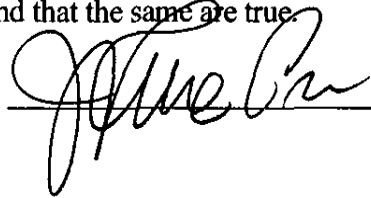
Dated at River Grove, Illinois this 13 th day of March, 2003.

Arc Electric Co. Inc., a/ka Arc
Electric Company

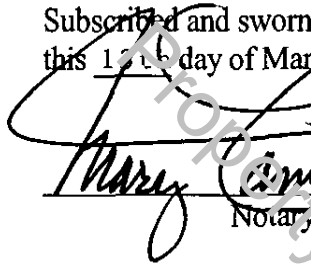
By: 
Its President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Julius J. Rutigli being duly sworn deposes and says that (s)he is the President and duly authorized agent of Claimant; that (s)he has read the foregoing Claim for Lien, knows the contents thereof, and that the same are true.



Subscribed and sworn to before me
this 17th day of March, 2003.



Notary Public
OFFICIAL SEAL
MARY CAMPOS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 09/18/04

Prepared by and Mail to:
Jeffrey T. Saltz, Of Counsel
Berger, Newmark & Fenchel, P.C.
222 North LaSalle Street
Suite 1900
Chicago, IL 60601

Clerk of Cook County Clerk's Office