

# UNOFFICIAL COPY



**ORIGINAL CONTRACTOR'S CLAIM FOR MECH**  
Doc#: 0633544052 Fee: \$23.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 12/01/2006 04:10 PM Pg: 1 of 9

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

The claimant, UHM, INC., an Illinois corporation, with an address of 1150, Chicago, Illinois 60604, hereby files its original contractor's claim for mechanics lien on the Real Estate (as hereinafter described) and against the interest of the following entity in the Real Estate (collectively the "Owners"):

ROBERT J. NEWELL and JAMES A. D'AMBROSIO

and any person claiming an interest in the Real Estate (as hereinafter described) by, though or under the Owner.

Claimant states as follows:

1. On or about December 22, 2004, and subsequently thereto, Owner owned fee simple title to the real estate, including all land and improvements thereon, in Cook County, Illinois, commonly known as 362-364 W. Erie, Chicago, Illinois 60610, and legally described as follows:

PARCEL 1:

LOT 7 IN BLOCK 9 IN HIGGINS, LAW AND COMPANY'S ADDITION IN THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 8 IN BLOCK 9 IN HIGGINS, LAW AND COMPANY'S ADDITION IN THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 17-09-125-007-0000  
17-09-125-008-0000

2. UHM, INC., entered into a written contract dated June 24, 2005, with PREMIER ENTERTAINMENT GROUP OF ILLINOIS, INC. and ROBERT J. NEWELL and JAMES A. D'AMBROSIO, owners the property, pursuant to which UHM, INC., acting as a consultant, agreed to provide all supervision and oversight for the construction and remodeling of a restaurant on the said property for the original contract amount of SIX HUNDRED THOUSAND DOLLARS (\$600,000.00). A copy of the contract is attached hereto as Exhibit A.

3. The said contract was entered into by PREMIER ENTERTAINMENT GROUP OF ILLINOIS, INC., and ROBERT J. NEWELL, individually, and JAMES A. D'AMBROSIO, individually.

# UNOFFICIAL COPY

4. The said contract by between UHM, INC., and PREMIER ENTERTAINMENT GROUP OF ILLINOIS, INC., ROBERT J. NEWELL and JAMES A. D'AMBROSIO provided that they make periodic payments to UHM, INC.

5. As of the date hereof there is due, unpaid and owing to UHM, INC., after allowing all credits due to PREMIER ENTERTAINMENT GROUP OF ILLINOIS, INC., ROBERT J. NEWELL and JAMES A. D'AMBROSIO, the principal sum of FIVE HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$575,000.00), which principal amount bears interest at the statutory rate of 10 percent per annum.

6. As of the date hereof, UHM, INC., claims a lien on the Real Estate, including the land and the improvements thereon, in the amount of FIVE HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$575,000.00) plus interest.

DATED: December 1, 2006.

UHM, INC.,

By: Bernard Sean Alcock  
Bernard Sean Alcock, President

### VERIFICATION

STATE OF ILLINOIS )  
                                      ) ss.  
COUNTY OF COOK  )

BERNARD SEAN ALCOCK, being first duly sworn on oath, states that he is the President of UHM, INC., an Illinois corporation, that he is authorized to sign this verification to the foregoing original contractor's claim for mechanics lien, that he has read the same and that the statements contained therein are true.

Bernard Sean Alcock  
Bernard Sean Alcock

Subscribed and sworn to before  
me this 1<sup>st</sup> day of December, 2006.

Suzette A. Nowak



This document was prepared by:

Thomas W. Conklin, Jr.  
Conklin & Conklin, LLC  
53 W. Jackson, Suite 1150  
Chicago, Illinois 60604

# UNOFFICIAL COPY

## CONSULTING AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of April, 2005, by and between PREMIER ENTERTAINMENT GROUP OF ILLINOIS, INC. ("Premier"), an Illinois corporation, and UHM, INC. ("Consultant"):

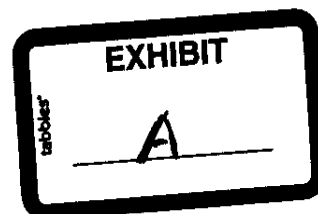
WHEREAS, Premier anticipates operating a restaurant located at what is commonly known as 362-364 W. Erie, Chicago, Illinois; and

WHEREAS, Consultant's principal, Sean Alcock, has expertise in the restaurant business, which expertise Consultant is willing to make available to Premier and which expertise Premier desires to utilize; and

WHEREAS, the parties hereto desire to enter into a mutually beneficial relationship in which Consultant will, for consideration, utilize its expertise in order to develop and facilitate the efficient operation of Premier's restaurant business.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by and between Premier and Consultant as follows:

1. INDEPENDENT CONTRACTOR: The relationship of Consultant to Premier shall be that of an independent contractor. Nothing contained herein shall be construed as establishing an employment relationship between Premier and Consultant, and nothing contained herein shall be construed as entitling Consultant to any benefits available to employees generally under the Illinois Worker's Compensation Act, the Illinois Unemployment Compensation Act, the federal Fair Labor Standards Act, the federal Employee Retirement Income Security Act of 1974 or any other federal, state or local statute, regulation or ordinance affecting or governing the relationship between



# UNOFFICIAL COPY

employers and employees.

2. TERM: The initial term of this agreement shall be deemed to have commenced as of December 1, 2004 and shall continue until December 1, 2014. On December 1, 2014, and on each annual anniversary date thereafter, the term shall be extended by twelve (12) additional full calendar months unless, three (3) months prior to December 1, 2014, or any subsequent annual anniversary thereof, Premier shall deliver to Consultant or Consultant shall deliver to Premier, written notice that the term will end at the expiration of the then existing term, including any previous extensions, and shall not be further extended without the agreement of Premier and Consultant.

3. DUTIES OF THE PARTIES: During the term of this agreement parties' services and responsibilities with regard to Premier shall consist of:

- (a) Consultant agrees to use its best efforts in performing services to promote Premier;
- (b) Consultant shall at all times maintain and help enhance the business and reputation of Premier;
- (c) Consultant shall advise Premier to help it operate as a successful restaurant, and shall assist Premier in obtaining necessary permits to construct and redesign the interior of its leasehold;
- (d) Consultant shall comply with Premier's policies, rules and procedures, to the extent that such rules and procedures do not inhibit or interfere with Consultant's exercise of discretion in performing his duties;

4. COMPENSATION: As compensation for the employment services to be rendered by Consultant hereunder, Premier promises to pay to Consultant, and Consultant agrees to accept,

# UNOFFICIAL COPY

annual compensation in the amount of SIXTY THOUSAND and 00/100 DOLLARS (\$60,000). Consultant's compensation shall be payable in annual installments, the first of which is due on December 1, 2005, with similar installments due on the first day of December of each successive year that this agreement is in effect. Premier shall not withhold federal, state or local income taxes from Consultant's compensation, and shall not withhold FICA contributions. Nothing contained herein shall be construed to obligate Premier to make FICA contributions on Consultant's account. Premier shall annually file and furnish Consultant with a copy of an IRS Form 1099, reflecting the total compensation paid to Consultant by Premier for the preceding calendar year.

5. BUSINESS EXPENSES: During the term of this agreement, Premier will reimburse Consultant for bona fide business expenses that Consultant incurs in carrying out his duties under this Agreement, provided that Consultant receives prior approval from Premier and follows such expense reimbursement policies and practices as Premier shall promulgate from time to time.

6. NON-DISCLOSURE: Consultant agrees not to disclose any confidential information and promises to take all reasonable precautions to prevent its unauthorized dissemination, both during the term of this agreement and after this agreement terminates. Consultant agrees to limit the disclosure of any confidential information to only those employees and agents of Premier who have a need to know the information and who have similarly agreed to keep such information confidential.

7. PREMIER'S PROPERTY: All information, recipes, intellectual property, copyrightable material and/or other documents, instruments and property (either tangible or intangible) that Consultant created, made, compiled, obtained or acquired during the term of this

# UNOFFICIAL COPY

agreement with Premier, whether confidential or not, are the property of Premier and Consultant will promptly return such property to Premier. upon the termination or expiration of this agreement.

8. ENFORCEMENT:

- (a) If any provision of this Agreement shall be held invalid or unenforceable, the remainder nevertheless shall remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it nevertheless shall remain in full force and effect in all other circumstances.
- (b) If, in connection with any action taken by the parties to enforce the provisions of this Agreement, a court shall hold that all or any portion of the restrictions contained therein are unreasonable under the circumstances then existing so as to render such restrictions invalid or unenforceable, the parties agree that any court of competent jurisdiction may reform such unreasonable restrictions to the extent necessary to make such restrictions reasonable under the circumstances then existing so as to render such restrictions both valid and enforceable.
- (c) The parties agree that if either party initiates litigation to enforce the terms of this agreement, the prevailing party shall be entitled to reimbursement of all costs of such litigation, including but not limited to reasonable attorney's fees.

9. TERMINATION: The consulting relationship between Consultant and Premier under this Agreement shall terminate at the end of the Term, or automatically upon the death or permanent disability of Sean Alcock during the term of this agreement.

10. PAYMENTS UPON TERMINATION:

- (a) Termination for Death or Disability of Sean Alcock. Upon termination of this

# UNOFFICIAL COPY

Agreement by the death or permanent disability of Sean Alcock, no further consultation will be required of Consultant; however, the annual compensation shall continue as provided in above paragraph four until the sum of \$600,000.00 is paid.

11. CHOICE OF LAW: This Agreement shall be governed by the laws of the State of Illinois.

12. MISCELLANEOUS:

- (a) Amendments or Alteration. No amendment or alteration of the terms of this Agreement shall be valid unless made in writing and signed by the Parties.
- (b) Choice of Forum. Any actions, whether at law or in equity, filed to enforce the terms of this agreement shall be brought in the Circuit Court of Cook County, Illinois.
- (c) Severability. The holding of any provisions of this Agreement to be invalid or unenforceable by a court of competent jurisdiction shall not affect any other provision of this Agreement, which shall remain in full force and effect.
- (d) Waiver of Breach. It is agreed that a waiver by either party of a breach of any provision of this Agreement shall not operate, or be construed, as a waiver of any subsequent breach by that same party.
- (e) Entire Agreement and Binding Effect. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof and shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, heirs, distributees, successors and assigns. This Agreement expressly supercedes the provisions of a promissory note

# UNOFFICIAL COPY

executed by Premier in favor of J.A.W.S. II, LLC on December 22, 2004 and, upon execution of this Agreement by J.A.W.S. II, LLC, the note shall become void and J.A.W.S. II, LLC shall mark the note cancelled and it shall be held for naught and returned to Premier.

(f) Separate Counterparts This Agreement may be executed in separate counterparts by the parties hereto

(g) Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one and the same instrument.

(h) Headings. The section headings appearing in this Agreement are for purposes of easy reference and shall not be considered as part of this Agreement or in any way modify, amend or affect its provisions.

(i) Personal Guarantees The obligations of Premier hereunder are guaranteed personally by ROBERT J. NEWELL and JAMES A. D'AMBROSIO, which individuals are, as of the date of this agreement, the shareholders and/or principals of PREMIER ENTERTAINMENT GROUP OF ILLINOIS, INC.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

PREMIER ENTERTAINMENT GROUP OF ILLINOIS, INC., an Illinois Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



# UNOFFICIAL COPY

UHM, INC., an Illinois Corporation

By: UHM, INC.  
 Name: Norm Clouse  
 Title: CEO

[Signature]  
 ROBERT J. NEWELL, Personally as Guarantor

[Signature]  
 JAMES A. D'AMBROSIO, Personally as Guarantor

J.A.W.S. II, LLC, an Illinois  
Limited Liability Company

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Property of Cook County Clerk's Office