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2008 059711

STATE OF INDIANA
LAKE COUNTY
FILED RECORDERS

2008 JUN 22 AM 8:34

NICHOLAS A. BROWN
RECORDER

STATEMENT OF INTENTION TO HOLD MECHANIC'S LIEN

Peter A. Velde (Indiana Attorney #949-49), authorized attorney for Casco Diversified Corporation, 10877 Watson Road, St. Louis, Missouri, 63127 ("Claimant"), being duly sworn upon oath, hereby deposes and provides the following sworn statement:

Notice

1. That this Notice is directed to:

Owner(s) or Reputed Owner(s):

Blue Light Holdings, LLC
c/o Corporations Service Company
Registered Agent
=> 251 East Ohio Street, Suite 500
Indianapolis, IN 46204

Blue Light Holdings, LLC
707 Skokie Boulevard, Suite 210
Northbrook, IL 60062

Lessee:

Steve & Berry's Indiana, LLC
c/o National Registered Agents, Inc. (Registered Agent)
320 N. Meridian Street
Indianapolis, Indiana 46204

Steve & Berry's Indiana, LLC
12 Harbor Park Drive
Port Washington, New York 11050

Steve & Berry's University Sportswear
12 Harbor Park Drive
Port Washington, New York 11050



103089
39-
BB

Steve & Berry's LLC
12 Harbor Park Drive
Port Washington, New York 11050

2. You are hereby notified that Claimant intends to hold a Mechanic's Lien on real estate (the "Real Estate") situated in Lake County, Indiana, commonly known as the "Gateway Mall" and/or "Gateway Promenade", 7917-7925 Indianapolis Boulevard, Hammond, Indiana, 46324, and more particularly described by the legal description set forth on Exhibit "A", attached hereto and incorporated by reference as though fully set forth herein. In addition, Claimant intends to hold a Mechanic's Lien on the leasehold interest of Steve & Berry's Indiana, LLC; Steve & Berry's University Sportswear; and/or Steve & Berry's, LLC in the Real Estate (the "Leasehold Interest") (hereinafter the "Real Estate" and the "Leasehold Interest" are individually and collectively referred to as the "Property").

Basis for Lien

3. Claimant provided materials, labor, services, and/or equipment for improvements to the Property as shown on Exhibit "B" attached hereto. Claimant last supplied said materials, labor, services, and/or equipment within the last ninety [90] days.

Lien Claim

4. That there is now due and owing and unpaid to the Claimant for said performance the sum of Thirty One Thousand, One Hundred Fifty and 00/100 Dollars [\$31,150.00] for

which Claimant hereby declares its intention to hold a Mechanic's Lien against the Property.

Authority

5. That the undersigned is the authorized attorney for the Claimant and is specifically authorized to make this sworn statement.

DATED: August 20, 2008.

I affirm under the penalties for perjury that the foregoing representations are true.

BY:

Peter A. Velde
Attorney for Casco Diversified Corporation

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

STATE OF INDIANA]
] :SS
COUNTY OF MARION]

Before me, a Notary Public in and for said County and State, personally Peter A. Velde, authorized attorney for Claimant, Casco Diversified Corporation, and acknowledged the execution of the above and foregoing Statement of Intention to Hold Mechanic's Lien.

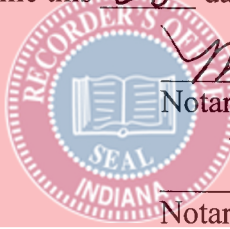
Subscribed and sworn to before me this 20th day of August, 2008.

My County of Residence:

Marion

My Commission Expires:

1-16-2015



Margaret S. Jenkins
Notary Public (Signature)

MARGARET S. JENKINS
Notary Public (Printed)

RETURN TO:

KIGHTLINGER & GRAY, LLP
Peter A. Velde
151 North Delaware Street, Suite 600
Indianapolis, Indiana 46204
(317) 638-4521

This instrument prepared by Peter A. Velde, 151 North Delaware, Suite 600, Indianapolis, Indiana 46204



EXHIBIT A
LEGAL DESCRIPTION

That part of Southeast ¼ Section 17, Township 36 North Range 9 West of the 2nd Principal Meridian, in Hammond, described as follows:

COMMENCING on the East line of Indianapolis Boulevard 313.10 feet Northwesterly of the thread of the stream of the Little Calumet River located and described in Document 481268 recorded May 13, 1963 as measured along said East line, said East line having a bearing of North 35 degrees 12 minutes 30 seconds West;

THENCE continuing North 35 degrees 12 minutes 30 seconds West along said East line 240 feet;

THENCE North 37 degrees 21 minutes West 360 feet;

THENCE North 52 degrees 39 minutes East 800 feet;

THENCE South 36 degrees 28 minutes 59 seconds East 630 feet;

THENCE South 54 degrees 48 minutes 21 seconds West 800 feet to the place of beginning;

EXCEPT therefrom that part conveyed to the State of Indiana in a deed recorded November 6, 1995 as Document No. 95067542.

TOGETHER with a non-exclusive easement for ingress and egress over and across that part of the Southeast ¼ of Section 17, Township 36 North, Range 9 West of the 2nd Principal Meridian, in Hammond, described as follows: Commencing on the East line of Indianapolis Blvd. 913.10 feet Northwesterly of the thread of the stream of the Little Calumet River located and described in Document No. 481268 recorded May 13, 1963 as measured along said East lines said East lines having a bearing of North 35 degrees 12 minutes 30 seconds West and North 37 degrees 21 minutes West;

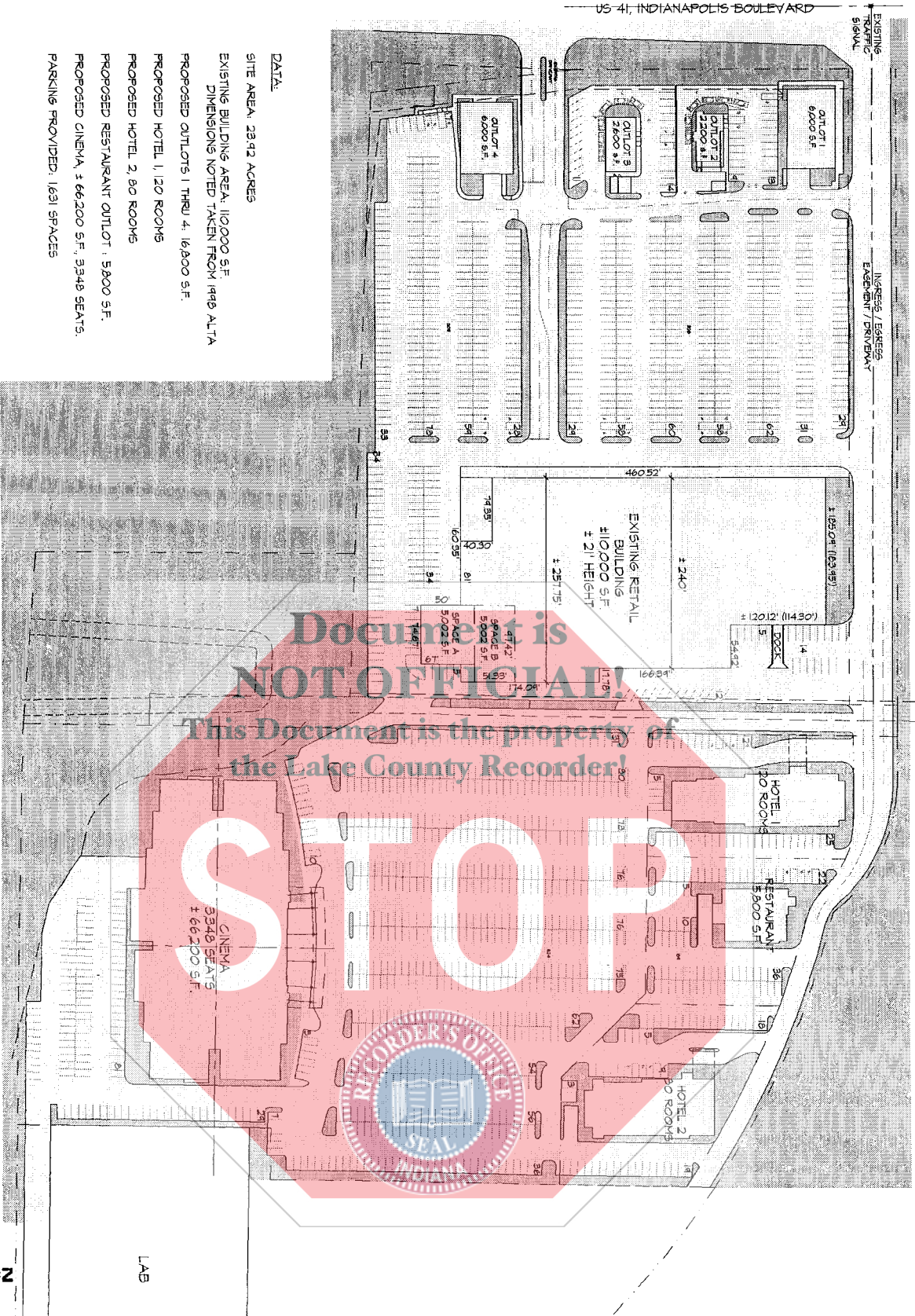
THENCE North 37 degrees 21 minutes West along said East line 60 feet;

THENCE North 52 degrees 39 minutes East 800 feet;

THENCE South 36 degrees 28 minutes 59 seconds East 60 feet;

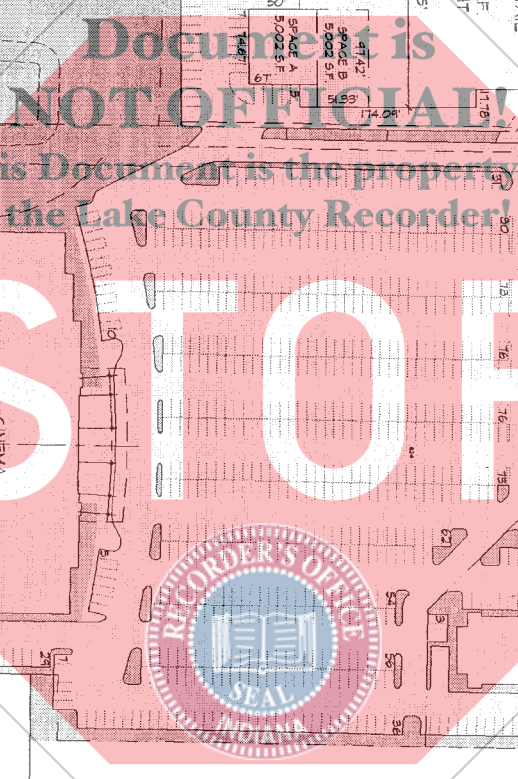
THENCE South 52 degrees 39 minutes West 800 feet to the place of beginning.





DATA
 SITE AREA: 23.92 ACRES
 EXISTING BUILDING AREA: 110,000 S.F.
 DIMENSIONS NOTED TAKEN FROM 1998 ALTA
 PROPOSED OUTLOTS 1 THRU 4: 16,800 S.F.
 PROPOSED HOTEL 1: 120 ROOMS
 PROPOSED HOTEL 2: 80 ROOMS
 PROPOSED RESTAURANT OUTLOT: 5,800 S.F.
 PROPOSED CINEMA: ± 66,200 S.F., 3348 SEATS.
 PARKING PROVIDED: 1,631 SPACES

SITE PLAN
 1" = 120'



GATEWAY PROMENADE

7925 INDIANAPOLIS BLVD.
 HAMMOND, IN.

PRAEDIUM DEVELOPMENT CORP.
 707 SKOKIE BLVD, SUITE 120
 NORTHBROOK, IL. 60062

HERSCHMAN ARCHITECTS INCORPORATED
 2800 MENARD RD, SUITE 400
 NORTHBROOK, IL 60062
 TEL: (708) 223-2000
 FAX: (708) 223-2310
 WWW.HERSCHMANARCHITECTS.COM

SP-1

Check and acknowledge accordance with the provisions of the Ordinance of the City of Hammond, Indiana, which requires that all plans submitted for review and approval be accompanied by a certificate of compliance with the applicable provisions of the Ordinance.
 Date: 5-11-07
 Drawn By: ds
 Proj No. 1072



cc: PLM
~~PLM~~
 PLE

Bill To:

Steve & Barry's University Sportswear
 12 Harbor Park Drive
 Port Washington, NY 11050
 Email: purchasing@steveandbarrys.com

Purchase Order No.

0335398

Ordered From:

CASCO
 10877 WATSON ROAD
 ST LOUIS, MI 63127
 Phone: (314) 821-1100 Ext.
 Fax: (314) 821-4162 Ext.

Ship To:

Gateway Promenade
 7925 Indianapolis Blvd
 Hammond, IN 46324

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908322

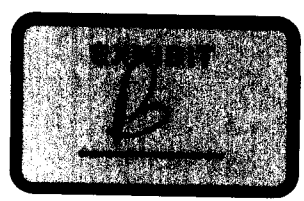
| P.O. Date | Requested By | P.O. Type | Terms |
|------------|-------------------|-----------|-------------|
| 04/23/2008 | Sojourner Auguste | Regular | Net 30 Days |

| Item | Description | Unit Price | U/M | Qty | Total |
|------------------|-----------------------------------|------------|-----|-----|-------------------|
| SB154254 | MEP Design Services | 11500.00 | EA | 1 | 11500.00 |
| SB154179 | High scope (.10 per total sq ft) | 6000.00 | EA | 1 | 6000.00 |
| SB154256 | Large Facility MEP Design Premium | 2500.00 | EA | 1 | 2500.00 |
| SB151187 | Reimbursables (NTE) | 1000.00 | EA | 1 | 1000.00 |
| Less: Discounts | | | | | (.00) |
| Sub Total | | | | | 21000.00 |
| Total | | | | | 4 21000.00 |

This Document is the property of the Lake County Recorder!

| |
|---|
| <p>Standard Instructions</p> <p>ATTENTION VENDOR: STEVE AND BARRYS WILL NOT PAY ANY CHARGES THAT ARE NOT EXPRESSLY LISTED ON THIS PURCHASE ORDER. ANY AND ALL INVOICED CHARGES THAT ARE NOT LISTED ON THIS PURCHASE ORDER WILL NOT BE PAID AND WILL CAUSE PAYMENT TO BE HELD PENDING A CORRECTED INVOICE. NO EMPLOYEE, CONTRACTOR OR AGENT OF THIS OR ANY OTHER COMPANY CAN VERBALLY MAKE AMENDMENTS TO THIS PURCHASE ORDER. THIS PO INCLUDES ALL SALES TAX, IF APPLICABLE.</p> |
| <p>Shipping Instructions</p> <p>Steve and Barry's will not pay any invoiced freight costs. If you have 7 or fewer boxes to ship to the same location and the weight per each box is less than 50lbs., you must ship via UPS GROUND, PREPAID, Acct 04R1W4. If you have more than 7 boxes to ship and/or the weight per box is greater than 50 lbs Please contact our logistics department at domesticlogistics@ny.steveandbarrys.com for instructions.</p> <p>ABSOLUTELY NO FREIGHT CHARGES ADDED TO INVOICES WILL BE PAID UNLESS EXPRESSLY LISTED ON THIS PURCHASE ORDER</p> |
| <p>Special Instructions</p> <p>This PO is for Services only. Nothing to be shipped.</p> |

Authorized by _____ Date _____



June 27, 2008



INVOICE

Steve & Barry's University Sportswear
12 Harbor Park Drive
Port Washington, NY 11050
Attn: Accounts Payable

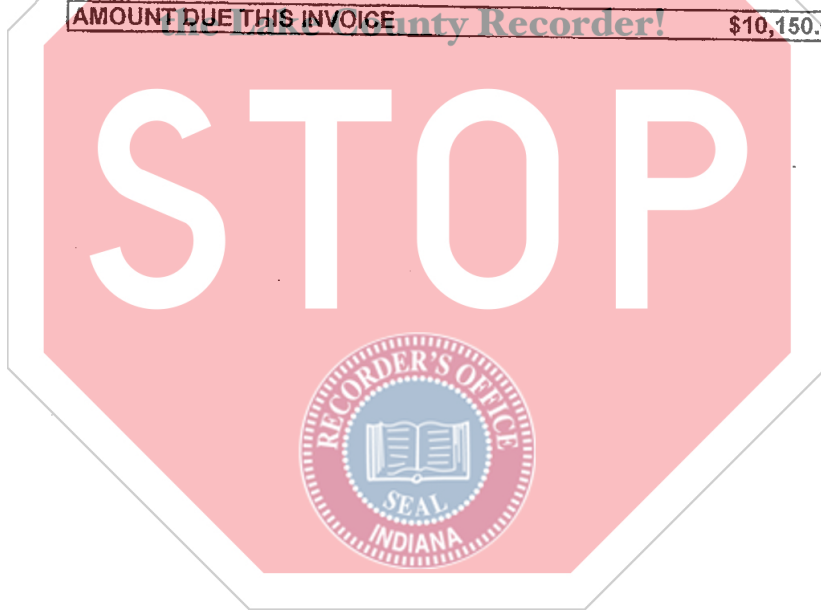
Project: Gateway Promenade
7525 Indianapolis Blvd
Hammond, IN

Invoice No: 506322-2
Proposal Sent: 04/1/08

TERMS - Net 30 Days, 1 1/2% Monthly Service Charge (18% Annually) on all invoices not paid within 30 days.

| | | CONTRACT AMOUNT | PREVIOUS INVOICE | CURRENT REQUEST | BILLED TO DATE |
|-----------------------|-----------------------------------|--------------------|---------------------|--------------------|--------------------|
| SB | Due Diligence | \$3,000.00 | \$0.00 | \$3,000.00 | \$3,000.00 |
| SB | MEP Field Survey | 3,950.00 | 0.00 | 3,950.00 | 3,950.00 |
| SB | NO Existing MEP Building Drawings | 1,500.00 | 0.00 | 1,500.00 | 1,500.00 |
| SB | Large Facility Survey Premium | 700.00 | 0.00 | 700.00 | 700.00 |
| SB | Reimbursable Expenses | 1,000.00 | 0.00 | 1,000.00 | 1,000.00 |
| PROJECT TOTALS | | \$10,150.00 | \$0.00 | \$10,150.00 | \$10,150.00 |

AMOUNT DUE THIS INVOICE \$10,150.00



Irvine, California

Dallas, Texas

10877 Watson Road
St. Louis Missouri 63127
Tel: (314) 821-1100 • Fax: (314) 821-4162

Atlanta, Georgia

Edison, New Jersey

June 27, 2008



INVOICE

Steve & Barry's University Sportswear
12 Harbor Park Drive
Port Washington, NY 11050
Attn: Accounts Payable

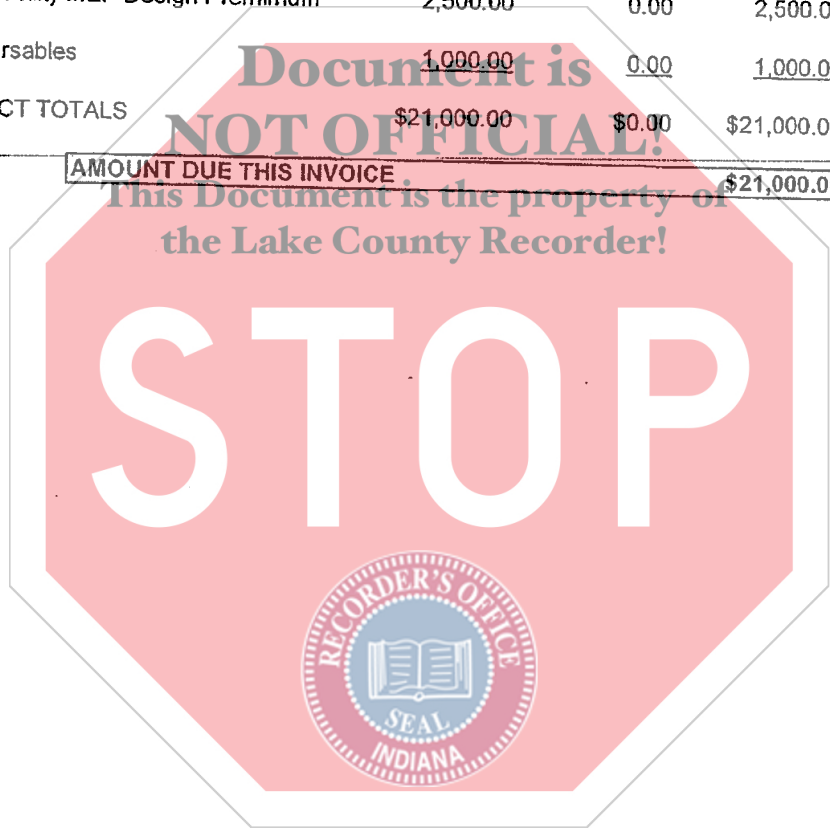
Project: Gateway Promenade
7925 Indianapolis Blvd.
Hammond, IN 46324

Invoice No: 908322-1
PO No: 0335398

TERMS - Net 30 Days, 1 1/2% Monthly Service Charge (18% Annually) on all invoices not paid within 30 days.

| | CONTRACT AMOUNT | PREVIOUS INVOICE | CURRENT REQUEST | BILLED TO DATE |
|--|-----------------|------------------|-----------------|----------------|
| SB154254 MEP Design Services | \$11,500.00 | \$0.00 | \$11,500.00 | \$11,500.00 |
| SB154179 High Scope (.10 per total sq ft) | 6,000.00 | 0.00 | 6,000.00 | 6,000.00 |
| SB154256 Large Facility MEP Design Premium | 2,500.00 | 0.00 | 2,500.00 | 2,500.00 |
| SB151187 Reimbursables | 1,000.00 | 0.00 | 1,000.00 | 1,000.00 |
| PROJECT TOTALS | \$21,000.00 | \$0.00 | \$21,000.00 | \$21,000.00 |

AMOUNT DUE THIS INVOICE \$21,000.00



Irvine, California

Dallas, Texas

10877 Watson Road
St. Louis Missouri 63127
Tel: (314) 821-1100 • Fax: (314) 821-4162

Atlanta, Georgia

Edison, New Jersey