IN THE UNITED STATES BANKRUPTCY COURT
THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re:	§	**Case No. 09-37010 (SGJ)**
	§	
ERICKSON RETIREMENT	§	**Chapter 11**
COMMUNITIES, LLC, *et al.*	§	
	§	**(Jointly Administered)**
Debtors.	§	
	§	**Objection Deadline: April 9, 2010 at 4:00 p.m. (CST)**
	§	**Plan Confirmation Hearing: April 15, 2010 at 2:30 p.m. (CST)**

NOTICE OF NON-VOTING STATUS AND (I) APPROVAL OF DISCLOSURE STATEMENT, (II) HEARING TO CONSIDER CONFIRMATION OF THE PLAN, AND (III) DEADLINE FOR FILING OBJECTIONS TO CONFIRMATION OF THE PLAN

PLEASE TAKE NOTICE THAT:

1. On October 19, 2009 the above-captioned debtors and debtors in possession (the "***Debtors***")[1] filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "***Bankruptcy Code***") with the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "***Bankruptcy Court***").

THE PLAN AND DISCLOSURE STATEMENT

2. On March 8, 2010, the Debtors filed with the Bankruptcy Court their Fourth Amended Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code, dated March 8, 2010 (including all exhibits thereto and as the same may be further amended, modified or supplemented from time to time, the "***Plan***")[2] and the Disclosure Statement for the Fourth Amended Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code, dated March 8, 2010 (as may be amended, the "***Disclosure Statement***") providing information with respect to the Plan.

COURT APPROVAL OF DISCLOSURE STATEMENT

3. On March 8, 2010, the Bankruptcy Court entered an order, among other things, (a) approving the adequacy of the Disclosure Statement, (b) establishing procedures for solicitation and tabulation of votes to accept or reject the Plan, and (c) fixing the date, time and place for the Plan confirmation hearing for use by the Debtors in soliciting acceptances or rejections of the Plan from Holders of Allowed Claims as of the Voting Record Date in an Impaired Class or Classes who may or may not be entitled to vote on the Plan.

PLAN CONFIRMATION HEARING

4. On **April 15, 2010 at 2:30 p.m. (prevailing Central Time)**, or as soon thereafter as counsel may be heard, a hearing (the "***Plan Confirmation Hearing***") will be held before the Honorable Stacey G. C. Jernigan in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division, 1100 Commerce Street, 14th Floor, Room 1424, Courtroom #1 to consider confirmation of the Plan**.** The Plan Confirmation Hearing may be adjourned from time to time without further notice to creditors or other parties in interest, other than by an announcement of such an adjournment in open court at the Plan Confirmation Hearing or any adjournment thereof or an appropriate filing with the Bankruptcy Court. The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Plan and other applicable law, without further notice, prior to or as a result of the Plan Confirmation Hearing.

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[1] The Debtors in these Chapter 11 cases are Erickson Retirement Communities, LLC, Ashburn Campus, LLC, Columbus Campus, LP, Concord Campus GP, LLC, Concord Campus, LP, Dallas Campus GP, LLC, Dallas Campus, LP, Erickson Construction, LLC, Erickson Group, LLC, Houston Campus, LP, Kansas Campus, LLC, Littleton Campus, LLC, Novi Campus, LLC, Senior Campus Services, LLC, Warminster Campus GP, LLC, Warminster Campus, LP.

[2] All capitalized terms not defined herein shall have the meaning ascribed to them in the Plan.

NON-VOTING STATUS

5. You are receiving this Notice because under the terms of the Plan, either: (a) your Claim(s) are not classified under the Plan pursuant to Bankruptcy Code § 1123(a)(1) and therefore you are not entitled to vote on the Plan; or (b) you are a Holder of a class or class of claim which is defined in the Plan as a class receiving an estimated one hundred percent (100%) recovery under the Plan, and therefore deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and are not entitled to vote to accept or reject the Plan. Accordingly the Notice is being mailed to you for your information.

6. If, notwithstanding this notice of your non-voting status, you believe that you may have a Claim against the Debtors that entitles you to vote on the Plan, you should immediately request the appropriate Ballot by contacting the Voting Agent.

COPIES OF THE PLAN AND DISCLOSURE STATEMENT

7. The Debtors **will not** provide you with copies of the Plan and/or Disclosure Statement. If you wish to receive copies of the Plan and/or Disclosure Statement, they will be provided, as quickly as practicable, upon request to the Debtors' Voting Agent, BMC Group, Inc., either by writing to ERC Ballot Processing, c/o BMC Group, Inc., 18750 Lake Drive East, Chanhassen, MN 55317, or by telephone at (888) 909-0100 or via email at info@bmcgroup.com. Copies of the Plan and Disclosure Statement are also on file with the Clerk of the Bankruptcy Court for the Northern District of Texas, Dallas Division, and may be reviewed during the regular hours of the Bankruptcy Court or online through the Bankruptcy Court's internet website at www.txnb.uscourts.gov. Copies of the Plan and Disclosure Statement can also be viewed online, free of charge, at www.bmcgroup.com/erc.

RELEASES AND INJUNCTIONS

8. Section 12 of the Plan contains the injunction, release, and exculpation provisions

set forth below:

INJUNCTION. Except as otherwise provided in this Plan, all persons or entities who have held, now hold, or may hold Claims against any of the Debtors or Interests in the Debtors and all other parties in interest, along with their respective present and former employees, agents, officers, directors, principals, and affiliates, are permanently enjoined from and after the Effective Date, from (i) commencing or continuing in any manner any action or other proceeding of any kind with respect to such Claim or Interest against (a) the Debtors, (b) the Reorganized Debtors, (c) Redwood, the Creditors Committee and each of its members, the Liquidating Creditor Trust, the Trustee, the Corporate Revolver Lenders, the Construction Lenders, HCP, Inc., HCP ER2, LP, HCP ER3, LP, HCP ER6, LP, Agents, or the Lenders including any participants, the lenders under the UMBC Building Construction Loan, the holders of Participating Mezzanine Claims, the NSC, the NSC-NFPs, the Acquisition Companies, and (d) their Advisors, affiliates, employees, advisors, officers and directors, agents, and attorneys or any thereof and, in the case of Agents or Lenders, both in their capacities as Agents or Lenders and in any other capacities ((c) and (d) above, the "***Third Party Releasees***"); (ii) the enforcement, attachment, collection, or recovery by any manner or means of any judgment, award, decree, or order against the Debtors, the Reorganized Debtors, or the Third Party Releasees; (iii) creating, perfecting, or enforcing any encumbrance of any kind against the Debtors, the Reorganized Debtors, or Third Party Releasees against the property or interests in property of the Debtors, the Reorganized Debtors, or Third Party Releasees; or (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from the Debtors, the Reorganized Debtors, or Third Party Releasees, with respect to such Claim or Interest. Such injunction shall extend to any successors of the Debtors, Reorganized Debtors, Third Party Releasees, and their respective properties and interest in properties. Notwithstanding the above, neither the foregoing terms nor any other provision of the Disclosure Statement, the Plan or any order on the Disclosure Statement and/or Plan shall release or in any manner limit (i) the obligations of any NSC-NFP or other party not a Debtor in these cases under any Bond Documents; (ii) any rights or claims by any Bond Trustee or beneficial bondholder against any NSC-NFP or other party not a Debtor based on obligations under any Bond Documents; or (iii) any rights or claims by any NSC-NFP against any party not a Debtor in these cases based on obligations under any Bond Documents. Notwithstanding the foregoing, the Lenders and Agents shall not be enjoined from commencing any actions, enforcing or pursuing in any manner whatsoever the following claims against the NSC and NSC-NFPs the following: (A) claims for indemnity, contribution, cross claims, counter claims and third party claims in the event that any of the Agents and/or the Lenders are sued by any third party; (B) claims under the parties' subordination agreements to the extent that the NSC and NSC-NFPs receive any distributions from the bankruptcy estates, Creditors' Trust, the Debtors, the Reorganized Debtors or any other source related to the bankruptcy cases (except for the assumed Community Loans); and (C) that litigation commenced in

Circuit Court for Baltimore County by PNC Bank, National Association against the NSC/NFPs, Case No. 03C10001346 (the "***NSC/NFP Carveout Claims***"). The Debtors reserve the right to amend or modify the language in this Section and Section 12.2 of the Plan. Any such amendment or modification will be included in a Plan Supplement filed with the Bankruptcy Court no later than five(5) Business Days prior to the Plan Confirmation Hearing.

THE RELEASES. As of the Effective Date, the Debtors, the Reorganized Debtors, and Third Party Releasees shall be deemed to be forever released and discharged from any and all Claims, obligations, suits, judgments, arbitrations, damages, rights, causes of action (including, without limitation, Bankruptcy Code chapter 5 causes of action) or liabilities, whether known or unknown, whether foreseen or unforeseen, based upon any action or omission, transaction or occurrence taking place on or before the Effective Date of the Plan in any way relating to the Debtors, the Chapter 11 Cases, the Estates, or the Plan, and/or which may have directly or indirectly impacted or affected in any way the value of any Claim or corresponding Distribution on any Claim against the Debtors. The Plan Confirmation Order will enjoin any prosecution of any Claim, debt, right, cause of action or liability which was or could have been asserted against the Debtors, Reorganized Debtors, or Third Party Releasees on or after the Effective Date, provided, however, that the foregoing will not operate as a waiver or release from any causes of action arising out of the gross negligence, willful misconduct, intentional fraud, or criminal liability of the Debtors, the Reorganized Debtors, or Third Party Releasees. The provisions of the Plan shall not operate as a release of any of the Debtors', the Reorganized Debtors', or Third Party Releasees' obligations under the Plan and the rights of the Debtors, the Reorganized Debtors, Redwood, or the Acquisition Companies and their affiliates, employees, advisors, officers and directors, successors, and assigns to enforce the Plan and the contracts, instruments, indentures and other agreements or documents delivered or assumed hereunder, including, without limitation, the Definitive Agreement. Notwithstanding the above, neither the foregoing terms nor any other provision of the Disclosure Statement, the Plan or any order on the Disclosure Statement and/or Plan shall release or in any manner limit (i) the obligations of any NSC-NFP or other party not a Debtor in these cases under any Bond Documents; (ii) any rights or claims by any Bond Trustee or beneficial bondholder against any NSC-NFP or other party not a Debtor based on obligations under any Bond Documents; or (iii) any rights or claims by any NSC-NFP against any party not a Debtor in these cases based on obligations under any Bond Documents. Notwithstanding the foregoing, the NSC/NFP Carveout Claims are not released or discharged. The Debtors reserve the right to amend or modify the language in this Section and Section 12.5 of the Plan. Any such amendment or modification will be included in a Plan Supplement filed with the Bankruptcy Court no later than five(5) Business Days prior to the Plan Confirmation Hearing.

THE RELEASES BY HOLDERS OF CLAIMS AND INTERESTS. Subject to the right of each creditor to opt-out with respect to the Third Party Releasees, as of the Effective Date, the Debtors, the Reorganized Debtors, and Third Party Releasees shall be released from all claims (other than the rights of the Debtors and the Reorganized Debtors to enforce the Plan and the contracts, instruments, indentures and other agreements or documents delivered or assumed thereunder, including, without limitation, the Definitive Agreement) that may be asserted against them by each Holder of a Claim or Interest that votes in favor of the Plan (or is deemed to accept the Plan), provided, however, that the foregoing will not operate as a waiver or release from any causes of action arising out of the gross negligence, willful misconduct, intentional fraud, or criminal liability of any such person or entity. Notwithstanding the above, neither the foregoing terms nor any other provision of the Disclosure Statement, the Plan or any order on the Disclosure Statement and/or Plan shall release or in any manner limit (i) the obligations of any NSC-NFP or other party not a Debtor in these cases under any Bond Documents; (ii) any rights or claims by any Bond Trustee or beneficial bondholder against any NSC-NFP or other party not a Debtor based on obligations under any Bond Documents; or (iii) any rights or claims by any NSC-NFP against any party not a Debtor in these cases based on obligations under any Bond Documents. Notwithstanding the foregoing, the NSC/NFP Carveout Claims are not released or discharged. The Debtors reserve the right to amend or modify the language in this Section and Section 12.6 of the Plan. Any such amendment or modification will be included in a Plan Supplement filed with the Bankruptcy Court no later than five(5) Business Days prior to the Plan Confirmation Hearing.

EXCULPATION. Notwithstanding anything provided in this Plan, as of the Effective Date, none of the Debtors, the Reorganized Debtors, or Third Party Releasees shall have or incur (including but not limited to claims or Causes of Action by any Lenders or participants) any liability for any claim, cause of action, or other assertion of liability for any act taken or omitted to be taken in connection with, or arising out of, the Chapter 11 Cases, the formulation, negotiation, dissemination, confirmation, consummation, or administration of the Plan, or property to be distributed under the Plan, or any other act or omission in connection with the Chapter 11 Cases, the Plan, or any contract, instrument, indenture, or other agreement or document related thereto or delivered thereunder, including, without limitation, the Definitive Agreement; provided, however, that the foregoing shall not affect the liability of any person that otherwise would result from any such act or omission to the extent that such act or omission is determined by a Final Order of a court of competent jurisdiction to have constituted willful misconduct, intentional fraud, or criminal conduct. The foregoing shall not release or in any manner limit (i) the obligations of any NSC-NFP or other party not a Debtor in these cases under any Bond Documents; (ii) any rights or claims by any Bond Trustee or beneficial bondholder against any NSC-NFP or other party not a Debtor

based on obligations under any Bond Documents; or (iii) any rights or claims by any NSC-NFP against any party not a Debtor in these cases based on obligations under any Bond Documents. This Section shall not apply to the NSC/NFP Carveout Claims, the liability for which is fully preserved. The Debtors reserve the right to amend or modify the language in this Section and Section 12.7 of the Plan. Any such amendment or modification will be included in a Plan Supplement filed with the Bankruptcy Court no later than five(5) Business Days prior to the Plan Confirmation Hearing.

DEADLINE FOR OBJECTIONS TO CONFIRMATION OF THE PLAN

9. Objections, if any, to confirmation of the Plan, including any supporting memoranda, must be in writing, be filed with the Clerk of the Court, the United States Bankruptcy Court, Northern District of Texas, Dallas Division, 1100 Commerce Street, Room 1254, Dallas, Texas 75242-1496 together with proof of service **on or before April 9, 2010 at 4:00 p.m. (prevailing Central Time)** (the **"*Objection Deadline*"),** and shall (a) state the name and address of the objecting party and the amount of its Claim or the nature of its Interest in the Debtors' chapter 11 cases, (b) state with particularity the provision or provisions of the Plan objected to and for any objection asserted, the legal and factual basis for such objections, and (c) be served upon: (i) counsel for the Debtors: DLA Piper LLP (US), 1251 Avenue of the Americas, New York, New York 10020-1104, Attn: Thomas R. Califano, Esq. and Camisha L. Simmons, Esq. DLA Piper LLP (US), 1717 Main Street, Suite 4600, Dallas, Texas 75201, Attn: Vincent P. Slusher; (ii) counsel for Redwood: Venable LLP, 750 East Pratt Street, Suite 900, Baltimore, Maryland 21202, Attn: Michael Baader, Esq. and Venable LLP, Rockefeller Center, 1270 Avenue of the Americas, New York, NY 10020, Attn: Jorian L. Rose, Esq. and Carollynn H.G. Callari, Esq.; (iii) counsel to the Official Committee of Unsecured Creditors: Bracewell & Guiliani LLP, 1145 Ross Avenue, Suite 3800, Dallas, Texas 75202-2711, Attn: Samuel M. Stricklin, Esq. and Bracewell & Guiliani LLP, 1251 Avenue of the Americas, 49th Floor, Attn: Daniel S. Connolly, Esq. and Andrew J. Schoulder, Esq.; and (iv) the Office of the United States Trustee, 1100 Commerce, Room 976, Dallas Texas 75242, Attn: George F. McElreath, Esq. in a manner as will cause such objection to be **received** by all such parties on or before the Objection Deadline. Any objections not filed and served as set forth above will not be considered by the Bankruptcy Court.

IF YOU HAVE ANY QUESTIONS REGARDING YOUR CLAIM OR THE VOTING PROCEDURES, OR IF YOU NEED A BALLOT OR ADDITIONAL COPIES OF THE DISCLOSURE STATEMENT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE VOTING AGENT, BMC GROUP, INC., AT (888) 909-0100 OR VIA EMAIL AT info@bmcgroup.com.

Dated: March 12,2010
Dallas, Texas

/s/ Vincent P. Slusher

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