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ATTORNEYS FOR THE CONSTRUCTION RESOURCES UNITED CORP.

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

CONCORD CAMPUS, LP, 701 Maiden Choice Lane Baltimore, MD 21228 Tax ID/EIN: 32-0085110,	)	Case No. 09-37010 Chapter 11
CONCORD CAMPUS GP, LLC 701 Maiden Choice Lane Baltimore, MD 21228 Tax ID/EIN: 34-2017347	)	Adversary Case No. 09-03464
ERICKSON RETIREMENT COMMUNITIES, LLC 701 Maiden Choice Lane Baltimore, MD 21228 Tax ID/EIN: 52-2003375,	)	
Plaintiff, vs.	)	
STRATEGIC CONCORD LANDHOLDER, LP,	)	
Defendant.	)	

NOTICE OF MECHANIC'S LIEN AND RESERVATION OF RIGHTS

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Please take notice that Construction Resources United Corp., ("CRU") has a valid perfected mechanic's lien against certain real property owned by Strategic Concord Landholder, LP, a non-debtor and the Defendant ("Strategic") in the above-captioned adversary case, which real property is located in Delaware County, Pennsylvania which Mechanic's Lien and real property are more particularly described below:

1. The Real Property subject to the Mechanic's Lien is more particularly described as follows (the "Real Property"):

> Parcel ID No. 13-19-004 and part of Parcel ID No. 13-20-070, Folio Nos. 13-00-00233-00 and 13-00-00197-10, situate in Delaware County, Pennsylvania, being more fully described in the Quit Claim Deed from Concord Campus, LP to Strategic dated October 11, 2005 and recorded on November 2, 2005 in the office of the Delaware County Recorder of Deeds at Deed Book Volume 3643, page 1112.

2. The Mechanic's Lien is more particularly described in the Statement of Mechanics' Lien Claim and the Complaint in Civil Action – Mechanic's Lien (the "Complaint"), which were filed in the Court of Common Pleas of Delaware County at GD 09-13455 and the total amount listed in the Complaint, plus interest is set forth therein for labor services equipment and/or materials furnished (the "CRU Mechanics' Lien"). A true and correct copy of the Complaint is attached hereto as Exhibit "A" and made a part hereof.

3. Pursuant to applicable non-bankruptcy law, CRU has a validly perfected lien against the Real Property.

4. The above captioned adversary proceeding appears to seek a determination from this Court regarding the respective rights of the named parties in the Real Property, including a determination that the Real Property is property of the estate, i.e. that Strategic is not the legal owner of the Real Property. Although CRU has a valid and recorded lien against the Real Property, CRU has not been named a party to the instant Adversary Proceeding.

5. To the extent that the relief sought by the Plaintiff in this Adversary Proceeding, or any other relief which may be entered by the Court which affects or impairs the validity, priority or extent of the CRU Mechanics' Lien, CRU respectfully reserves all rights with respect to said Mechanics' Lien under the bankruptcy code and applicable non-bankruptcy law.

6. Additionally, to the extent that this Court determines that the Real Property is property of the estate, CRU reserves all of its rights as against the Debtors and their respective estates.

7. To the extent that the automatic stay of 11 U.S.C. §362(a) has stayed recordation of, or commencement of, an action to enforce the CRU Mechanics' Lien, CRU gives this notice pursuant to 11 U.S.C. §546(b)(2).

8. PLEASE TAKE FURTHER NOTICE THAT CRU's Mechanics' Lien arose before the debtor's bankruptcy filing.

9. PLEASE TAKE FURTHER NOTICE THAT to the extent that the Real Property is determined to be property of the estate, that all proceeds of any sale of the real property securing a lien constitute cash collateral under §363(a) of the Bankruptcy Code and may not be used unless each entity that has an interest in such collateral consents. CRU does not consent to the use of cash collateral. Furthermore, CRU demands segregation and accounting of cash collateral in accordance with 11 U.S.C. §363(c)(4) and respectfully reserves all its rights with respect to the Mechanics' Lien.

Dated: March 23, 2010

Respectfully submitted,

JACKSON WALKER L.L.P.

By: */s/ Heather M. Forrest*
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- and -

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ATTORNEYS FOR THE CONSTRUCTION RESOURCES UNITED CORP.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on March 23, 2010, the foregoing Notice of Mechanic's Lien and Reservation of Rights was served electronically via the Court's PACER ECF system or via United States First Class Mail, postage prepaid, on the following:

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