


ENTERED

TAWANA C. MARSHALL, CLERK
THE DATE OF ENTRY IS
ON THE COURT'S DOCKET



The following constitutes the ruling of the court and has the force and effect therein described.


United States Bankruptcy Judge

Signed April 22, 2010

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

In re:	§	CASE NO. 09-37010
	§	
ERICKSON RETIREMENT COMMUNITIES, LLC, et a.¹	§	CHAPTER 11
	§	
Debtors.	§	(Jointly Administered)
	§	

**ORDER AUTHORIZING DEBTORS TO EXTEND
POSTPETITION FINANCING PURSUANT
TO 11 U.S.C. §§ 105, 361, 362, 363, 364 AND
BANKRUPTCY RULE 4001**

Upon the motion (the "Motion"), dated April 16, 2010 of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), by their attorneys, DLA Piper LLP (US), for entry of an order (i) authorizing the Debtors to enter into the First Amendment to Amended and Restated Super-Priority Debtor-In-Possession Loan Agreement (the "Amendment"), which, among other things, extends the maturity date of the postpetition financing until April 30, 2010 (the "Maturity Date") pursuant to sections 105, 361, 362, 363, and 364 of title 11 of the United States Code (the "Bankruptcy Code") and Bankruptcy Rule 4001; and (ii) approving a reasonable extension fee in the amount of \$25,000.00; upon all of the pleadings filed with this Court; upon the record made at the Interim Hearing, the Final Hearing, and the hearing on the Motion; and after due deliberation and consideration, and good and sufficient cause appearing therefor:

¹ The Debtors in these chapter 11 cases are Erickson Retirement Communities, LLC, Ashburn Campus, LLC, Columbus Campus, LLC, 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, Warminster Campus, LP.

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED.
2. The Debtors are authorized to enter into the Amendment attached hereto [see Doc. No. 1374], subject to non-material modifications.
3. The Debtors are authorized to pay the DIP Lender an extension fee in the amount of \$25,000.00.
4. This Order shall not modify or amend the Final Order (I) Authorizing Borrowers to Obtain Postpetition Financing on a Senior Secured Superpriority Basis Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, and 364; (II) Granting Adequate Protection to Prepetition Secured Lenders Pursuant to 11 U.S.C. §§ 361, 363, and 364; and (III) Granting Related Relief (the "Final DIP Order"), dated December 17, 2009 [Doc. No. 542], except that each of the terms and provisions of the Final DIP Order shall expressly apply with equal force to the Loan Agreement as amended by the Amendment.
5. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062 or 9024 or any other Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Order.
6. The Court retains jurisdiction to hear any dispute arising out of the enforcement or interpretation of this Order.

####End of Order####