

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

**IN RE:**

**ERICKSON RETIREMENT  
COMMUNITIES, LLC, *et al.*,**

**Debtors.**

§  
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§  
§  
§

**Case No. 09-37010**

**Chapter 11**

**Jointly Administered**

**ORDER CONCERNING UMBC BUILDING  
CONSTRUCTION LOAN CLAIMS UNDER THE  
DEBTORS' FOURTH AMENDED JOINT PLAN OF  
REORGANIZATION UNDER CHAPTER 11 OF THE  
BANKRUPTCY CODE**

WHEREAS this Court has confirmed the *Fourth Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (the "Plan")<sup>1</sup> of Erickson Retirement Communities, LLC and its affiliated debtors in the above-referenced chapter 11 cases, as debtors and debtors in possession (collectively, the "Debtors")<sup>2</sup> and has entered the *Amended Findings of*

<sup>1</sup> All capitalized terms shall be defined as set forth in the Plan unless otherwise indicated.

<sup>2</sup> 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,

*Fact, Conclusions of Law, and Order Confirming the Debtors' Fourth Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (the "Confirmation Order");

WHEREAS Manufacturers and Traders Trust Company, a/k/a M&T Bank ("M&T"), in its capacity as collateral and administrative agent (the "Administrative Agent") under the UMBC Building Construction Loan Agreement, has filed an emergency motion (the "Motion"), to preserve the status of the UMBC Building Construction Loan Claim, the UMBC Building, the leases and contracts related the UMBC Building and the rights of the Administrative Agent and each Holder of an Allowed UMBC Building Construction Loan Claim under §§ 4.2.6, 4.3.5, and 4.4.3 of the Plan, and to clarify ¶¶ 11 and 47 of the Confirmation Order in conjunction therewith;

WHEREAS §§ 4.2.6, 4.3.5, and 4.4.3 of the Plan provide for the disposition of the UMBC Building Construction Loan Claim "[o]n the Effective Date or as soon thereafter as is reasonably practicable based on consultations among the Debtors and M&T Bank in its capacity as Agent;"

WHEREAS it appears that the disposition of the UMBC Building Construction Loan Claim pursuant to the Plan will not occur on or before the Effective Date;

WHEREAS notice of the aforementioned motion and the relief sought therein was duly provided and is sufficient under the circumstances and no further notice is required; and

NOW, THEREFORE, based upon the Court's consideration of the Motion, Plan and Confirmation Order, and for good cause shown,

IT IS HEREBY ORDERED:

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Kansas Campus, LLC, Littleton Campus, LLC, Novi Campus, LLC, Senior Campus Services, LLC, Warminster Campus GP, LLC, Warminster Campus, LP.

1. The liens, security interests, and rights of the Administrative Agent and each Holder of an Allowed UMBC Building Construction Loan Claim relating to the property securing such claim, including, without limitation, the UMBC Building and the leases and contracts related thereto, shall continue unaffected by the occurrence of the Effective Date under the Plan pending the completion of the transactions contemplated under §§ 4.2.6, 4.3.5 and 4.4.3 of the Plan.

2. The leases and contracts identified on Exhibit “A” hereto, as they relate to the UMBC Building, shall be deemed to have been assumed pursuant to the Plan and shall be subsequently assigned in accordance with §§ 4.2.6, 4.3.5 and 4.4.3 of the Plan.

3. The Reorganized Debtors shall continue to manage and operate the UMBC Building after the occurrence of the Effective Date, including, without limitation, insuring, maintaining, and funding the operations thereof, and dispose of the rents derived in connection therewith, consistent with their practice prior to the Effective Date pending the completion of the transactions contemplated under §§ 4.2.6, 4.3.5 and 4.4.3 of the Plan unless otherwise agreed to in writing by the Reorganized Debtors and the Administrative Agent.

4. The sentence found in ¶ 47 of the Confirmation Order, beginning on page 63 and continuing to page 64 thereof, that presently reads –

The recordation of the Deed of Assignment from ERC to a subsidiary of Allegis Property Holdings, LLC and any instruments related thereto, is pursuant to the Plan, including sections 4.2.6, 4.3.5 and 4.4.3 of the confirmed Plan, and thus shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, or governmental assessment, and the appropriate state or local government officials or agents shall forgo the collection of any such tax or governmental assessment and accept for filing and recordation such Deed of Assignment and any instruments related thereto without the payment of any such tax or governmental assessment pursuant to section 1146(a) of the Bankruptcy Code and section 12.10 of the confirmed Plan.

shall be interpreted such that the phrase “to a subsidiary of Allegis Property Holdings, LLC” shall mean “either to a subsidiary of Allegis Property Holdings, LLC or to Chesapeake Holdings Research, LLC, as directed by M&T Bank, as Agent for each Holder of an UMBC Building Construction Loan Claim.”

**Exhibit A**

1. Ground Sublease Agreement dated November 15, 2006, as amended, by and between The UMBC Research Park Corporation, Inc. and Erickson Retirement Communities, LLC for property located in Baltimore County, Maryland at the University of Maryland Baltimore County Campus.
2. Lease Agreement entered into September 1, 2009, as amended, by and between Erickson Retirement Communities, LLC and Chesapeake Regional Information System for our Patients, Inc. (CRISP) for 1,000 rentable square feet in a building known as "UMBC Tech Park" located at 5525 Research Park Drive, Catonsville, Maryland.
3. Services Contract entered into in or about November 2008, as amended, by and between Erickson Retirement Communities, LLC and Glenmore Catering.

**### End of Order ###**

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