

EXHIBIT A

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

IN RE: §
ERICKSON RETIREMENT § Case No. 09-37010-SGJ-11
COMMUNITIES, LLC, *et al.*¹ §
Debtor. § Chapter 11
§ (Jointly Administered)

ORDER AND STIPULATION BY FIDELITY AND DEPOSIT COMPANY OF MARYLAND AND THE DEBTORS RELATING TO DISPOSITION OF ISSUED BONDS

This stipulation (the "Stipulation") is entered into by and among the above-captioned Debtors, and Fidelity and Deposit Company of Maryland ("F&D") creditor and party in interest in the above-captioned jointly administered cases by and through their undersigned counsel, with reference to the following facts:

RECITALS

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, 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.

1. The Debtors executed a General Agreement of Indemnity dated April 26, 2005 in favor of F&D ("Agreement of Indemnity"). At the request of the Debtors and in consideration for the execution of the Agreement of Indemnity, F&D issued certain commercial, subdivision and payment and performance bonds naming the Debtors as principals on various projects ("Bonds").

2. On April 29, 2010 the Debtors filed their Notice of Filing of Fourth Amended Contract Assumption List ("Amended Notice") amending the Contract Assumption List annexed to the Debtors' prior notice dated March 25, 2010 filed in connection with the confirmation of the Debtors' Fourth Amended Joint Chapter Plan of Reorganization under Chapter 11 of the Bankruptcy Code, dated March 8, 2010, as may be further amended, modified or supplemented ("Plan"). On April 21, 2010 the Court entered its Amended Findings of Fact, Conclusions of Law, and Order Confirming the Debtor's Fourth Amended Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code order confirming the Plan. A copy of the Fourth Amended Notice identifying the contracts that the Debtors intend to assume under the Plan is attached hereto as Exhibit A.

3. The Debtors do not intend to assume all of the open Bonds issued by F&D. Under the Plan, those contracts that are not specifically assumed are deemed rejected as of the Effective Date as provided for in the Plan.

In consideration of the foregoing and subject to the approval of this Court, the Parties hereby stipulate and agree as follows:

STIPULATION

1. **Assumption of Agreement of Indemnity.** The Debtors' intend to assume the Agreement of Indemnity in connection with the Plan. F&D does not object to the Debtors' assumption of the Agreement of Indemnity.

2. **Authority to Cancel Rejected Bonds.** The Debtors and F&D agree that only the Bonds naming the Debtors as principal identified on the Fourth Amended Order are to be assumed under the Plan. It is agreed that if a Bond naming the Debtors as principal is not assumed pursuant to the Plan, and is therefore deemed rejected, that upon the Effective Date, as that term is defined in the Plan, F&D may cancel the Bond, effective immediately, without further order of the Court and without additional notice to the Debtors, any committee appointed in this proceeding or any third party. The Debtors and F&D agree that the provision of this Stipulation do not apply to bonds issued by F&D naming non-debtor affiliated entities as principal.

3. **Authority.** Each of the Parties to this Stipulation represents and warrants that it has the capacity and authority to enter into this Stipulation.

4. **Binding Effect of this Stipulation.** This Stipulation is expressly subject to and contingent upon Court approval. This Stipulation shall be binding upon the Parties hereto and their respective successors and assigns from the date of its execution, including, without limitation, any Chapter 7 or 11 trustee. In addition, this Stipulation may not be amended, supplemented, modified or terminated, orally or otherwise, except by an instrument in writing of concurrent or subsequent date signed by a duly authorized representative of each of the Parties hereto.

5. **Representations.** Each of the Parties hereto represents and warrants that it has carefully read this Stipulation in its entirety; that it has had an adequate opportunity to consider it and to consult with any advisor of its choice about it; that it understands all of its terms; that it has consulted with independent counsel of its choice, that it is duly authorized to enter into this Stipulation; that it voluntarily assents to all the terms and conditions contained herein; and that by signing this Stipulation, it agrees to be bound by the terms and conditions contained herein.

6. **Entire Agreement.** This Stipulation contains and constitutes the entire understanding and agreement between the Parties hereto with respect to the disposition of the Bonds that are being rejected and supersedes and cancels all previous oral and written negotiations, agreements, commitments, and writings in connection therewith.

7. **Voluntary Assent.** The Parties affirm that no other promises or agreements of any kind have been made to them by any person or entity whatsoever to cause them to sign this Stipulation, and that they fully understand the meaning and intent of this Stipulation.

8. **Counterparts.** This Stipulation may be executed in counterparts and may be delivered by email or fax. Any copy so executed and delivered (including delivery by email or fax), when taken with another executed copy, shall be considered and deemed an original hereof.

9. **Retention of Jurisdiction.** The Court shall retain jurisdiction to hear any disputes among the Parties regarding this Stipulation and Order.

END OF ORDER

Agreed:

Dated: May 25, 2010

Dated: May 25, 2010

/s/ Vincent P. Slusher

/s/ Robert P. Franke

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ATTORNEYS FOR DEBTORS AND
DEBTORS IN POSSESSION

ATTORNEYS FOR FIDELITY AND
DEPOSIT COMPANY OF MARYLAND

EXHIBIT A

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

In re: § Case No. 09-37010 (SGJ)
ERICKSON RETIREMENT §
COMMUNITIES, LLC, *et al.*¹ § Chapter 11
§ (Jointly Administered)
Debtors. §
§

**NOTICE OF FILING OF FOURTH²
AMENDED CONTRACT ASSUMPTION LIST**

PLEASE TAKE NOTICE that the above-captioned debtors (the “Debtors”) hereby file their Fourth Amended Contract Assumption List, amending the Contract Assumption List annexed to the Debtors’ Notice of (I) Possible Assumption of Executory Contracts and Unexpired Leases and (II) Fixing of Cure Amounts, dated March 25, 2010 (the “Original Notice”) (Docket No. 1073).

PLEASE TAKE FURTHER NOTICE that the Debtors reserve all rights reserved by the Debtors in the Original Notice.

Dated: April 29, 2010
Dallas, Texas

/s/Vincent P. Slusher
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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, LLC, Warminster Campus, LP.

² Please note that this is merely a re-numbered notice that is in substance identical to the incorrectly numbered Notice of Filing of Third Amended Contract Assumption List, filed on April 29, 2010 (Document No. 1409).

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Attorneys for the Debtors and Debtors in Possession

Erickson Retirement Communities Contract Assumption List

Note: The Debtors have not agreed to all cures on the List

This schedule may be amended to remove and/or add additional leases or contracts and is without prejudice to Redwood's rights under the MPSA to designate additional leases or contracts to be assumed or rejected.

Counterparty	Debtor	Contract Description	Est. Cure	Decision	Bond #
Beaumeade Associates LLP	Ashburn Campus, LLC	Agreement dated 7/3/2008, Sale of Real Property to Beaumeade Associates, Grant of Easement by Beaumeade Associate	\$0.00	Accept	
Beaumeade Associates LLP	Ashburn Campus, LLC	Agreement dated 7/3/2008, Sale of Real Property to Beaumeade Associates, Grant of Easement by Beaumeade Associate	\$0.00	Accept	
Dewberry & Davis, LLC	Ashburn Campus, LLC	Land Development Engineering and Boring Stakeout Services dated 8/22/2006	\$15,000.00	Accept	
Dewberry & Davis, LLC	Ashburn Campus, LLC	Gloucester Parkway Land Development Engineering Services and Design dated 5/15/2006	\$0.00	Accept	
Edward St John LLC and Beaumeade Investors LLC	Ashburn Campus, LLC	Declaration dated 12/16/06 runs with land - affecting Ashby Ponds; twice amended	\$0.00	Accept	
Edward St John LLC and Beaumeade Investors LLC	Ashburn Campus, LLC	Declaration dated 12/16/06 runs with land - affecting Ashby Ponds; twice amended	\$0.00	Accept	
Edward St John LLC and Beaumeade Investors LLC	Ashburn Campus, LLC	Declaration dated 12/16/06 runs with land - affecting Ashby Ponds; twice amended	\$0.00	Accept	
Erickson Construction LLC	Ashburn Campus, LLC	Construction Agreement for Ashby Ponds, Gloucester Parkway, Phases 1 & 2, dated 6/11/07	\$0.00	Accept	
Fidelity and Deposit Company of Maryland	Ashburn Campus, LLC	Ashby Ponds Neighborhood 1	\$0.00	Accept	LPM7591450
Fidelity and Deposit Company of Maryland	Ashburn Campus, LLC	Ashby Ponds Neighborhood 1	\$0.00	Accept	LPM7591463
Fidelity and Deposit Company of Maryland	Ashburn Campus, LLC	Bond to Board of Supervisors of Loudon County, Virginia	\$0.00	Accept	LPM7592417
Fidelity and Deposit Company of Maryland	Ashburn Campus, LLC	Bond to Board of Supervisors of Loudon County, Virginia	\$0.00	Accept	LPM8893828
Fidelity and Deposit Company of Maryland	Ashburn Campus, LLC	For Ashby Ponds Gloucester Parkway Extended Phase 1	\$0.00	Accept	LPM7593263
Fidelity and Deposit Company of Maryland	Ashburn Campus, LLC	For Ashby Ponds Gloucester Parkway Extended Phase 1	\$0.00	Accept	LPM7593417
Fidelity and Deposit Company of Maryland	Ashburn Campus, LLC	Bond to Board of Supervisors of Loudon County, Virginia	\$0.00	Accept	LPM7591570
Fidelity and Deposit Company of Maryland	Ashburn Campus, LLC	For Ashby Ponds Gloucester Roadway Extended Phase 2 - Original Bond	\$0.00	Accept	LPM8920428
Fidelity and Deposit Company of Maryland	Ashburn Campus, LLC	For Ashby Ponds Gloucester Roadway Extended Phase 2 - Revised Bond	\$0.00	Accept	LPM7599103
Fidelity and Deposit Company of Maryland	Ashburn Campus, LLC	For Ashby Ponds Gloucester Parkway Extended Phase 2 - Pond	\$0.00	Accept	LPM7599106
Fidelity and Deposit Company of Maryland	Ashburn Campus, LLC	For Ashby Ponds Neighborhood 1	\$0.00	Accept	8953963
Loudon County Sanitation Authority	Ashburn Campus, LLC	Water & Sewer Agreement dated 7/31/07	\$0.00	Accept	
Loudon County Sanitation Authority	Ashburn Campus, LLC	For Ashby Ponds Gloucester Parkway Extended Phase 1	\$0.00	Accept	

Erickson Retirement Communities Contract Assumption List

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Counterparty	Debtor	Contract Description	Est. Cure	Decision	Bond #
Loudon County Sanitation Authority	Ashburn Campus, LLC	Water Line Connection Agreement dtd 5/27/08 - regarding Ashby Pond	\$0.00	Accept	
Loudon County Sanitation Authority	Ashburn Campus, LLC	Agreement dtd 9/10/07 - Ashby Ponds Gloucester Parkway Extended Phase 1	\$0.00	Accept	
Loudon County Sanitation Authority	Ashburn Campus, LLC	Ashby Ponds Neighborhood 1	\$0.00	Accept	
Loudon County Sanitation Authority	Ashburn Campus, LLC	Ashby Ponds Neighborhood 1	\$0.00	Accept	
Loudon County Sanitation Authority	Ashburn Campus, LLC	For Ashby Ponds Gloucester Parkway Extended Phase 1	\$0.00	Accept	
Loudon County Sanitation Authority	Ashburn Campus, LLC	Bond to Board of Supervisors of Loudon County, Virginia	\$0.00	Accept	
Loudon County Sanitation Authority	Ashburn Campus, LLC	For Ashby Ponds Gloucester Roadway Extended Phase 2 - Original Bond	\$0.00	Accept	
Loudon County Sanitation Authority	Ashburn Campus, LLC	For Ashby Ponds Gloucester Roadway Extended Phase 2 - Revised Bond	\$0.00	Accept	
Loudon County Sanitation Authority	Ashburn Campus, LLC	For Ashby Ponds Gloucester Parkway Extended Phase 2 - Pond	\$0.00	Accept	
Loudon County Sanitation Authority	Ashburn Campus, LLC	For Ashby Ponds Neighborhood 1	\$0.00	Accept	
Loudon County Sanitation Authority	Ashburn Campus, LLC	Performance Bond 1760993, dtd 11/08/07	\$0.00	Accept	
Loudon County Sanitation Authority	Ashburn Campus, LLC	Payment Bond 1760993, dtd 11/08/07	\$0.00	Accept	
Loudon County, Virginia	Ashburn Campus, LLC	Regarding Ashby Ponds - temporary construction trailers	\$0.00	Accept	
Marks-Thomas & Associates	Ashburn Campus, LLC	AIA B163-1993 Agreement Between Owner and Architect Dated 9/18/2006	\$0.00	Accept	
The Board of Supervisors of Loudon County VA	Ashburn Campus, LLC	Agreement dtd 5/14/07 - Performance Agreement with the Loudon County Board of Supervisors to complete Ashby Bonds - Neighborhood Development by 5/14/09	\$0.00	Accept	
The Board of Supervisors of Loudon County VA	Ashburn Campus, LLC	Agreement dtd 5/16/07 - Performance Agreement with the Loudon County Board of Supervisors to complete onsite storm water management facilities by 5/16/09	\$0.00	Accept	
The Board of Supervisors of Loudon County VA	Ashburn Campus, LLC	Bond to Board of Supervisors of Loudon County, Virginia	\$0.00	Accept	
The Board of Supervisors of Loudon County VA	Ashburn Campus, LLC	Agreement dtd 8/29/07 to build storm drainage system, roads and submission of as-built plans for the Ashby Pond Gloucester Extended Parkway Phase 1, to be completed by 8/29/08	\$0.00	Accept	
The Board of Supervisors of Loudon County VA	Ashburn Campus, LLC	Agreement dtd 3/27/08 to build storm drainage system, roads and submission of as-built plans for the Ashby Pond Gloucester Extended Parkway Phase 1, to be completed by 3/27/09	\$0.00	Accept	

Erickson Retirement Communities Contract Assumption List

Note: The Debtors have not agreed to all cures on the List

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Counterparty	Debtor	Contract Description	Est. Cure	Decision	Bond #
The Board of Supervisors of Loudon County VA	Ashburn Campus, LLC	Bond to Board of Supervisors of Loudon County, Virginia	\$0.00	Accept	
The Board of Supervisors of Loudon County VA	Ashburn Campus, LLC	Agreement dtd 3/28/08 - Performance Agreement with the Loudon County Board of Supervisors to complete onsite storm water management facilities by 3/28/09	\$0.00	Accept	
The Board of Supervisors of Loudon County VA	Ashburn Campus, LLC	Bond 1760990, dtd 8/29/07	\$0.00	Accept	
The Board of Supervisors of Loudon County VA	Ashburn Campus, LLC	Bond 1760996, dtd 11/27/07	\$0.00	Accept	
The Hanover Insurance Company	Ashburn Campus, LLC	Bond 1760990, dtd 8/29/07	\$0.00	Accept	1760990
The Hanover Insurance Company	Ashburn Campus, LLC	Bond 1760996, dtd 11/27/07	\$0.00	Accept	1760996
Western Surety Company	Ashburn Campus, LLC	Regarding Ashby Ponds - temporary construction trailers	\$0.00	Accept	929417733
Bohler Engineering	Concord Campus, LP	Concord Township, Delaware County, PA - Campus Master Planning	\$0.00	Accept	
Brandolini Property Management Inc	Concord Campus, LP	Maris Grove	\$0.00	Accept	
Chester Water Authority	Concord Campus, LP	Maris Grove	\$0.00	Accept	
Chester Water Authority	Concord Campus, LP	Maris Grove Phase 3	\$0.00	Accept	
Chester Water Authority	Concord Campus, LP	Maris Grove	\$0.00	Accept	
CONCORD TOWNSHIP	Concord Campus, LP	Maris Grove Neighborhood Phase 1	\$0.00	Accept	
CONCORD TOWNSHIP	Concord Campus, LP	Maris Grove Neighborhood Phase 1- Evergreen Dr	\$0.00	Accept	
CONCORD TOWNSHIP	Concord Campus, LP	Maris Grove	\$0.00	Accept	
CONCORD TOWNSHIP	Concord Campus, LP	Maris Grove	\$0.00	Accept	
CONCORD TOWNSHIP	Concord Campus, LP	Maris Grove	\$0.00	Accept	
CONCORD TOWNSHIP	Concord Campus, LP	Maris Grove	\$0.00	Accept	
CONCORD TOWNSHIP SEWER AUTHORITY	Concord Campus, LP	Maris Grove Neighborhood 2	\$0.00	Accept	
Concord Township Sewer Authority	Concord Campus, LP	Maris Grove Neighborhood 1	\$0.00	Accept	
CONCORD TOWNSHIP SEWER AUTHORITY	Concord Campus, LP	Maris Grove Neighborhood 2	\$0.00	Accept	
CONCORD TOWNSHIP SEWER AUTHORITY	Concord Campus, LP	Maris Grove Neighborhood 1	\$0.00	Accept	
CONCORD TOWNSHIP SEWER AUTHORITY	Concord Campus, LP	Maris Grove Neighborhood 3	\$0.00	Accept	
CONCORD TOWNSHIP SEWER AUTHORITY	Concord Campus, LP	Maris Grove Campus	\$0.00	Accept	
CONCORD TOWNSHIP SEWER AUTHORITY	Concord Campus, LP	Maris Grove Neighborhood 3	\$0.00	Accept	
Concord Township Sewer Authority	Concord Campus, LP	Maris Grove Neighborhood 3	\$0.00	Accept	
Fidelity and Deposit Company of Maryland	Concord Campus, LP	Maris Grove Neighborhood 1	\$0.00	Accept	8953970
Fidelity and Deposit Company of Maryland	Concord Campus, LP	Maris Grove Neighborhood 3	\$0.00	Accept	8953978
Marks-Thomas & Associates	Concord Campus, LP	Maris Grove Residential Building 2.5	\$129.53	Accept	

Erickson Retirement Communities Contract Assumption List

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Counterparty	Debtor	Contract Description	Est. Cure	Decision	Bond #
Dallas County Texas	Dallas Campus, LP	Private development in city and County of Dallas	\$0.00	Accept	
JHP	Dallas Campus, LP	AIA B163-1993 Agreement Between Owner and Architect dated 5/5/2005	\$0.00	Accept	
American Panel Tec	Erickson Construction, LLC	Storage Agreement	\$0.00	Accept	
Ashburn Campus, LLC	Erickson Construction, LLC	Construction Agreement for Ashby Ponds, Gloucester Parkway, Phases 1 & 2, dated 6/11/07	\$0.00	Accept	
ClimateMaster, Inc.	Erickson Construction, LLC	Materials Contract Between ClimateMaster, Inc. and Erickson Construction, LLC dated 10/30/2008	\$0.00	Accept	
ClimateMaster, Inc.	Erickson Construction, LLC	Materials Contract Between ClimateMaster, Inc. and Erickson Construction, LLC dated 10/30/2008	\$0.00	Accept	
CONCRETE FOUNDATIONS & FLATWORK	Erickson Construction, LLC	Wind Crest Subcontract between Concrete Foundations & Flatwork and Erickson Construction, LLC dated 9/24/2008	\$15,000.00	Accept	
DURO ELECTRIC CO	Erickson Construction, LLC	Wind Crest Subcontract between Duro Electric Co. and Erickson Construction, LLC dated 10/08/2008	\$0.00	Accept	
Fidelity and Deposit Company of Maryland	Erickson Construction, LLC	Work on IL Rt21, US Hwy 45	\$0.00	Accept	LPM8893829
First Nation Insurance Company of America	Erickson Construction, LLC	Performance Bond Between Erickson Construction, LLC (Owner) and Regional Construction Resources, Inc. (Contractor), and First National Insurance (Surety). Dated 10/19/2008	\$0.00	Accept	
First Nation Insurance Company of America	Erickson Construction, LLC	Performance Bond Between Erickson Construction, LLC (Owner) and Regional Construction Resources, Inc. (Contractor), and First National Insurance (Surety). Dated 11/19/2008	\$0.00	Accept	
Illinois Department of Transportation	Erickson Construction, LLC	Work on IL Rt21, US Hwy 45	\$0.00	Accept	
MAI MECHANICAL CORPORATION	Erickson Construction, LLC	Wind Crest Subcontract between MAI Mechanical and Erickson Construction, LLC dated 10/6/2008	\$0.00	Accept	
MAI MECHANICAL CORPORATION	Erickson Construction, LLC	Performance Bond Between Erickson Construction, LLC (Owner) and MAI Mechanical (Contractor), and Westfield Insurance Company (Surety). Dated 9/29/2008	\$0.00	Accept	
MAI MECHANICAL CORPORATION	Erickson Construction, LLC	Wind Crest Subcontract between MAI Mechanical and Erickson Construction, LLC dated 10/1/2008	\$0.00	Accept	
MAI MECHANICAL CORPORATION	Erickson Construction, LLC	Performance Bond Between Erickson Construction, LLC (Owner) and MAI Mechanical (Contractor), and Westfield Insurance Company (Surety). Dated 11/7/2008	\$0.00	Accept	

Erickson Retirement Communities Contract Assumption List

Note: The Debtors have not agreed to all cures on the List

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Counterparty	Debtor	Contract Description	Est. Cure	Decision	Bond #
Regional Construction Resources, Inc.	Erickson Construction, LLC	Wind Crest Materials Contract between Regional Construction Resources, Inc. and Erickson Construction, LLC dated 10/20/2008	\$450,000.00	Accept	
Regional Construction Resources, Inc.	Erickson Construction, LLC	Wind Crest Materials Contract between Regional Construction Resources, Inc. and Erickson Construction, LLC dated 10/13/2008	\$0.00	Accept	
Regional Construction Resources, Inc.	Erickson Construction, LLC	Wind Crest Materials Contract between Regional Construction Resources, Inc. and Erickson Construction, LLC dated 10/13/2008	\$0.00	Accept	
RK MECHANICAL	Erickson Construction, LLC	Wind Crest Subcontract between RK Mechanical and Erickson Construction, LLC dated 10/2/2008	\$0.00	Accept	
RK MECHANICAL	Erickson Construction, LLC	Performance Bond Between Erickson Construction, LLC (Owner) and RK Mechanical, Inc. (Contractor), and Liberty Mutual Insurance Company (Surety). Dated 10/22/2008	\$0.00	Accept	
Schweppe and Sons	Erickson Construction, LLC	Wind Crest Subcontract between Schweppe and Sons and Erickson Construction, LLC dated 10/30/2008	\$0.00	Accept	
Yates Energy Management	Erickson Construction, LLC	With Construction	\$5,592.51	Accept	
Federal Insurance Company	Erickson Group, LLC	D&O Primary Policy - Policy #6801-8308 12/1/08/09	\$0.00	Accept	
Federal Insurance Company	Erickson Group, LLC	D&O Primary Policy - Policy #6801-8308 12/1/08/09	\$0.00	Accept	
RSUI Indemnity Company	Erickson Group, LLC	D&O Excess Policy - Policy #NHS631302	\$0.00	Accept	
RSUI Indemnity Company	Erickson Group, LLC	D&O Excess Policy - Policy #NHS631302	\$0.00	Accept	
ADP INC	Erickson Retirement Communities, LLC	Addendum to National Account Services Master Service	\$0.00	Accept	
AGILYSYS INC	Erickson Retirement Communities, LLC	Service on Designated Machines related to normal wear and tear	\$4,279.73	Accept	
Allen Kuehnle Stovall & Neuman LLP	Erickson Retirement Communities, LLC	Litigation counsel for ERC in Ohio	\$0.00	Accept	
AMERICAN EXPRESS	Erickson Retirement Communities, LLC	Cardmember Services	\$0.00	Accept	
American Zurich Insurance Company	Erickson Retirement Communities, LLC	Workers Compensation and Employers Liability Policy - Current Policy #WC343390605 1/1/09/10	\$0.00	Accept	
American Zurich Insurance Company	Erickson Retirement Communities, LLC	Workers Compensation and Employers Liability Policy - Current Policy #WC343390605 1/1/09/10	\$0.00	Accept	
AMTEC	Erickson Retirement Communities, LLC	Tax rebate analyst services	\$0.00	Accept	
Ann's Choice, Inc.	Erickson Retirement Communities, LLC	Collect entrance deposits of potential residents and place into escrow (Warminster Campus LTD Partnership)	\$0.00	Accept	
Aon Risk Services	Erickson Retirement Communities, LLC	Broker Agreement for General and Professional Liability Policy and Medical Malpractice	\$0.00	Accept	

Erickson Retirement Communities Contract Assumption List

Note: The Debtors have not agreed to all cures on the List

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Counterparty	Debtor	Contract Description	Est. Cure	Decision	Bond #
Aramark Uniform Services	Erickson Retirement Communities, LLC	Purchase Agreement dated December 22, 2008 between Erickson Retirement Communities, LLC and Aramark Uniform Services	\$0.00	Accept	
ASHBY PONDS, INC	Erickson Retirement Communities, LLC	Collect entrance deposits of potential residents and place into escrow (Ashburn Campus, LLC)	\$0.00	Accept	
Bank of America	Erickson Retirement Communities, LLC	Energy Hedges Contract (ISDA Master Services Agreement dated 12/27/05)	\$0.00	Accept	
Bank of Texas N A	Erickson Retirement Communities, LLC	Accept, hold, and disburse funds deposited into escrow	\$0.00	Accept	
Bank of Texas N A	Erickson Retirement Communities, LLC	Accept, hold, and disburse funds deposited into escrow	\$0.00	Accept	
BBS Technology	Erickson Retirement Communities, LLC	Data Center Monitoring Software for SQL Server	\$0.00	Accept	
Benjamin West dba BW Chicago LLC	Erickson Retirement Communities, LLC	Master Agreement dated August 1, 2009 between Erickson Retirement Communities, LLC and BW Chicago LLC d/b/a Benjamin West	\$0.00	Accept	
BFPE	Erickson Retirement Communities, LLC	Fire panel Testing, Sprinklers, Fire Extinguisher services and all corporate offices	\$0.00	Accept	
BFPE	Erickson Retirement Communities, LLC	1/1/07 Fire Protection Services Contract	\$0.00	Accept	
BFPE International Inc	Erickson Retirement Communities, LLC	date 9/18/09 for annual testing, monitoring and inspection of alarm system at 5525 Research Park Drive, Catonsville MD site**	\$0.00	Accept	
Blackbaud	Erickson Retirement Communities, LLC	Raisers Edge software agreement	\$0.00	Accept	
Brazos Tax Group LLP	Erickson Retirement Communities, LLC	Ad-Valorem Tax Service - Brooksby Village	\$0.00	Accept	
Brazos Tax Group LLP	Erickson Retirement Communities, LLC	Ad-Valorem Tax Service - CO KS TX	\$0.00	Accept	
Brazos Tax Group LLP	Erickson Retirement Communities, LLC	Ad-Valorem Tax Service - Maris Grove	\$0.00	Accept	
Brazos Tax Group LLP	Erickson Retirement Communities, LLC	Ad-Valorem Tax Service - Fox Run	\$0.00	Accept	
Broadspire	Erickson Retirement Communities, LLC	Third Party Claims Administrator for workers compensation	\$0.00	Accept	
Brooksby Village, Inc.	Erickson Retirement Communities, LLC	Disclose to residents that entrance deposits are placed into escrow	\$0.00	Accept	
Bucks County (PA)	Erickson Retirement Communities, LLC	Agreement dtd 2/21/01 re payment of taxes on property where Anne's Choice development property located; term extends until 12/31/2011	\$0.00	Accept	
C N Robinson Lighting Supply Co Inc	Erickson Retirement Communities, LLC	Lighting Partnership	\$0.00	Accept	
C N Robinson Lighting Supply Co Inc	Erickson Retirement Communities, LLC	Lighting Partnership	\$0.00	Accept	
C N Robinson Lighting Supply Co Inc	Erickson Retirement Communities, LLC	Lighting Partnership	\$0.00	Accept	
Camp Manager	Erickson Retirement Communities, LLC	Northbay Management software	\$0.00	Accept	

Erickson Retirement Communities Contract Assumption List

Note: The Debtors have not agreed to all cures on the List

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Counterparty	Debtor	Contract Description	Est. Cure	Decision	Bond #
CareFirst of Maryland Inc	Erickson Retirement Communities, LLC	Health care benefits: EPO Preferred Provider; Prescription drug benefits; Vision care benefits; claims processing services	\$0.00	Accept	
Cass information service	Erickson Retirement Communities, LLC	Initiation Form and payment	\$0.00	Accept	
CAST TRANSPORTATION	Erickson Retirement Communities, LLC	Storage Agreement	\$3,793.54	Accept	
CBORD Group Inc	Erickson Retirement Communities, LLC	Consolidate all agreements and assign all rights, interests, and obligations under one Agreement	\$0.00	Accept	
CENTENNIAL SCHOOL DISTRICT	Erickson Retirement Communities, LLC	Agreement dtd 2/21/01 re payment of taxes on property where Anne's Choice development property located; term extends until 12/31/2011	\$0.00	Accept	
Chesapeake Regional Information Systems	Erickson Retirement Communities, LLC	Lease agreement dated September 1, 2009 for 5525 Research Park Drive	\$0.00	Accept	
Chesapeake Regional Information Systems	Erickson Retirement Communities, LLC	Payment of Rent under Lease at 5525 Research Park Drive, Baltimore, Maryland	\$0.00	Accept	
Chesapeake Systems	Erickson Retirement Communities, LLC	Services, Rates and Policies for Hourly and Contract Labor	\$0.00	Accept	
Chicago Title Insurance Company	Erickson Retirement Communities, LLC	Issuer of title insurance for all properties	\$0.00	Accept	
CNA Commercial Insurance	Erickson Retirement Communities, LLC	Boiler & Machinery Policy Binder - #R2083871195	\$0.00	Accept	
CNA Commercial Insurance	Erickson Retirement Communities, LLC	Boiler & Machinery Policy Binder #R2083871195	\$0.00	Accept	
Coca-Cola Company	Erickson Retirement Communities, LLC	Amended Beverage Agreement Dated 6/23/2006	\$0.00	Accept	
Columbia Casualty Company	Erickson Retirement Communities, LLC	Excess General Liability and Professional Liability Policy (First Layer) - Policy #RDX2098351271	\$0.00	Accept	
Columbia Casualty Company	Erickson Retirement Communities, LLC	Long Term Care Commercial Excess Policy - Current Policy MAX6HC0000120 1/1/09/10	\$0.00	Accept	
Columbia Casualty Company	Erickson Retirement Communities, LLC	Excess General Liability and Professional Liability Policy (First Layer) - Policy #RDX2098351271	\$0.00	Accept	
Columbia Casualty Company	Erickson Retirement Communities, LLC	Long Term Care Commercial Excess Policy - Current Policy MAX6HC0000120 1/1/09/10	\$0.00	Accept	
Columbia Casualty Company	Erickson Retirement Communities, LLC	Auto Excess Policy Binder - #2048948763	\$0.00	Accept	
Columbia Casualty Company	Erickson Retirement Communities, LLC	Auto Excess Policy Binder - #2048948763	\$0.00	Accept	
Comerica Bank	Erickson Retirement Communities, LLC	Accept, hold, and disburse funds deposited into escrow	\$0.00	Accept	
Continental Casualty Company	Erickson Retirement Communities, LLC	Property Damage Policy Binder - Current Policy #2048948696 10/15/08/09	\$0.00	Accept	
Continental Casualty Company	Erickson Retirement Communities, LLC	Boiler & Machinery Policy - #R2083871195	\$0.00	Accept	

Erickson Retirement Communities Contract Assumption List

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Continental Casualty Company	Erickson Retirement Communities, LLC	Property Damage Policy Binder - Current Policy #2048948696 10/15/08/09	\$0.00	Accept	
Continental Casualty Company	Erickson Retirement Communities, LLC	Boiler & Machinery Policy - #R2083871195	\$0.00	Accept	
Continental Casualty Company	Erickson Retirement Communities, LLC	Primary General Liability and Professional Liability Policy - Policy #HAZ1064405052-5	\$0.00	Accept	
Continental Casualty Company	Erickson Retirement Communities, LLC	Primary General Liability and Professional Liability Policy - Policy #HAZ1064405052-5	\$0.00	Accept	
Continental Casualty Company (C.N.A.)	Erickson Retirement Communities, LLC	Business Auto Renewal Declaration -Policy #C2091777844	\$0.00	Accept	
Continental Casualty Company (C.N.A.)	Erickson Retirement Communities, LLC	Business Auto Renewal Declaration - Policy #C2091777844	\$0.00	Accept	
Continental Casualty Company (C.N.A.)	Erickson Retirement Communities, LLC	Medical Malpractice: Professional and Premises Liability Policy - Policy #HAZ3011726644-1	\$0.00	Accept	
Continental Casualty Company (C.N.A.)	Erickson Retirement Communities, LLC	Medical Malpractice: Professional and Premises Liability Policy - Policy #HAZ3011726644-1	\$0.00	Accept	
Continental Casualty Company C.N.A.	Erickson Retirement Communities, LLC	Auto Policy Binder #C2091777844	\$0.00	Accept	
Continental Casualty Company C.N.A.	Erickson Retirement Communities, LLC	Auto Policy Binder #C2091777844	\$0.00	Accept	
Continental Casualty Company. (C.N.A.)	Erickson Retirement Communities, LLC	Professional Liability Policy Binder - Policy #HAZ1064405052-5	\$0.00	Accept	
Continental Casualty Company. (C.N.A.)	Erickson Retirement Communities, LLC	Professional Liability Policy Binder - Policy #HAZ1064405052-5	\$0.00	Accept	
Continental Casualty Company. (C.N.A.)	Erickson Retirement Communities, LLC	Professional Liability Policy for Corporate Counsel - Policy #01-257-75-33	\$0.00	Accept	
Continental Casualty Company. (C.N.A.)	Erickson Retirement Communities, LLC	Professional Liability Policy for Corporate Counsel - Policy #01-257-75-33	\$0.00	Accept	
Continental Casualty Insurance Company (C.N.A.)	Erickson Retirement Communities, LLC	Long Term Care Commercial Package Policy - Policy #HAZ1064405052-5	\$0.00	Accept	
Continental Casualty Insurance Company (C.N.A.)	Erickson Retirement Communities, LLC	Long Term Care Commercial Package Policy - Policy #HAZ1064405052-5	\$0.00	Accept	
Cozen O'Connor	Erickson Retirement Communities, LLC	Litigation matters at Point View Campus and ERC	\$0.00	Accept	
CS Stars	Erickson Retirement Communities, LLC	Provides claim management software service	\$0.00	Accept	
CT Corporation	Erickson Retirement Communities, LLC	Resident Agent services	\$0.00	Accept	
CURTIS ENGINE & EQUIPMENT INC	Erickson Retirement Communities, LLC	Inspections on all generator equipment and ATS service at 5525 Research Park, Drive**	\$503.50	Accept	
Dell Inc. on behalf of Dell Marketing, LP	Erickson Retirement Communities, LLC	Non disclosure of Proprietary information	\$6,992.33	Accept	
Dell Inc. on behalf of Dell Marketing, LP	Erickson Retirement Communities, LLC	Non disclosure of Proprietary Information, amendment	\$0.00	Accept	

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Dell Marketing, L P	Erickson Retirement Communities, LLC	Customer Master Service Agreement	\$0.00	Accept	
Dell Marketing, L P	Erickson Retirement Communities, LLC	Provide technical support services	\$0.00	Accept	
Drinker Biddle & Reath LLP	Erickson Retirement Communities, LLC	Land use matters for Seabrook and ERC	\$0.00	Accept	
EAGLE` S TRACE, INC	Erickson Retirement Communities, LLC	Collect entrance deposits of potential residents and place into escrow	\$0.00	Accept	
Eastburn & Gray, P.C.	Erickson Retirement Communities, LLC	Land use matters for Ann's Choice and ERC	\$0.00	Accept	
EMC Corporation	Erickson Retirement Communities, LLC	Ordering products and services	\$7,449.93	Accept	
EMERGENCY POWER SERVICES INC	Erickson Retirement Communities, LLC	Proposal to provide annual preventive maintenance of batteries at 5525 Research Park Drive**	\$153.91	Accept	
Emerson Network Power, Liebert Services Inc.	Erickson Retirement Communities, LLC	Service of Liebert equipment	\$0.00	Accept	
Employers Fire Insurance Company (One Beacon)	Erickson Retirement Communities, LLC	Managed Care E&O Policy Binder - Policy #0304-9126	\$0.00	Accept	
Employers Fire Insurance Company (One Beacon)	Erickson Retirement Communities, LLC	Managed Care E&O Policy Binder - Policy #0304-9126	\$0.00	Accept	
EPS	Erickson Retirement Communities, LLC	Maintenance of battery backup	\$0.00	Accept	
Federal Insurance Company	Erickson Retirement Communities, LLC	Crime Coverage - Current Policy #8209-3712	\$0.00	Accept	
Federal Insurance Company	Erickson Retirement Communities, LLC	Crime Coverage - Current Policy #8209-3712	\$0.00	Accept	
FIDELITY ENGINEERING CORP	Erickson Retirement Communities, LLC	Plan B - HVAC Inspection and Preventive Maintenance at various locations	\$5,086.00	Accept	
FIDELITY ENGINEERING CORP	Erickson Retirement Communities, LLC	Increase of labor rate	\$0.00	Accept	
FIDELITY ENGINEERING CORP	Erickson Retirement Communities, LLC	Emergency Generator Inspection & Preventive Maintenance Agreement	\$0.00	Accept	
Ford Motor Company	Erickson Retirement Communities, LLC	Competitive Pricing	\$0.00	Accept	
Forum Purchasing LLC	Erickson Retirement Communities, LLC	Operating Agreement dated January 15, 2009, as amended	\$0.00	Accept	
Forum Purchasing LLC	Erickson Retirement Communities, LLC	Membership and Membership Agreement	\$0.00	Accept	
Forum Purchasing LLC	Erickson Retirement Communities, LLC	Amended 1/15/2009	\$0.00	Accept	
Fox Run Village, Inc.	Erickson Retirement Communities, LLC	Collect entrance deposits of potential residents and place into escrow	\$0.00	Accept	
Gallagher Evelius & Jones LLP	Erickson Retirement Communities, LLC	Maryland counsel for all bond transactions	\$0.00	Accept	
Gauss Enterprise Inc	Erickson Retirement Communities, LLC	Software License, Hardware Purchase, Installation, Training and Maintenance	\$0.00	Accept	
GE Healthcare	Erickson Retirement Communities, LLC	Centricity Electronic Medical Record 2005 Software and Professional Services and Annual Maintenance and Support (06/2008)	\$12,779.61	Accept	

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GE HEALTHCARE	Erickson Retirement Communities, LLC	Centricity EMR ePrescribing per Provider; Centricity ePrescribing Starter Kit	\$0.00	Accept	
GE HEALTHCARE	Erickson Retirement Communities, LLC	Centricity EMR Technical Consulting (per hour) (03/2009)	\$0.00	Accept	
GE HEALTHCARE	Erickson Retirement Communities, LLC	ITPS Upgrade	\$0.00	Accept	
GE HEALTHCARE	Erickson Retirement Communities, LLC	Insight Purchase	\$0.00	Accept	
GE Healthcare	Erickson Retirement Communities, LLC	Centricity Electronic Medical Record Software and Professional Services and Annual Maintenance and Support (09/2008)	\$0.00	Accept	
GE HEALTHCARE	Erickson Retirement Communities, LLC	Centricity Electronic Medical Record Software and Professional Services and Annual Maintenance and Support (01/2009)	\$0.00	Accept	
GE HEALTHCARE	Erickson Retirement Communities, LLC	Insight Maintenance	\$0.00	Accept	
GE HEALTHCARE	Erickson Retirement Communities, LLC	GSV Purchase	\$0.00	Accept	
GE HEALTHCARE	Erickson Retirement Communities, LLC	GSV Maintenance	\$0.00	Accept	
GENERAL ELECTRIC COMPANY	Erickson Retirement Communities, LLC	Settlement and Release	\$0.00	Accept	
General Mills Sales Inc	Erickson Retirement Communities, LLC	National purchasing agreement	\$0.00	Accept	
Glenmore Catering	Erickson Retirement Communities, LLC	Provide catering services at the UMBC Tech Park Location dated 11/2008	\$0.00	Accept	
Glenmore Catering	Erickson Retirement Communities, LLC	Provide catering services at the UMBC Tech Park Location, amendment	\$0.00	Accept	
Global Compliance Services	Erickson Retirement Communities, LLC	Reporting Service for compliance complaint	\$0.00	Accept	
Great American Insurance Company	Erickson Retirement Communities, LLC	Crime Excess Policy Primary Limit - Current Policy #SAA-4388427	\$0.00	Accept	
Great American Insurance Company	Erickson Retirement Communities, LLC	Crime Excess Policy Excess Limit - Current Policy #SAA-4388427	\$0.00	Accept	
Gulf South Medical Supply, Inc.	Erickson Retirement Communities, LLC	National purchasing agreement	\$0.00	Accept	
HCPPro	Erickson Retirement Communities, LLC	Needed for compliance program	\$0.00	Accept	
Healthline Systems	Erickson Retirement Communities, LLC	Used for credentialing	\$0.00	Accept	
HealthMEDX, Inc.	Erickson Retirement Communities, LLC	Distribute the Licensed Materials with WebCARE	\$50,000.00	Accept	
HealthMEDX, Inc.	Erickson Retirement Communities, LLC	Addendum	\$0.00	Accept	
HealthMEDX, Inc.	Erickson Retirement Communities, LLC	Agreement to add functionality for additional facilities	\$0.00	Accept	
HealthMEDX, Inc.	Erickson Retirement Communities, LLC	Content License	\$0.00	Accept	
Highland Springs, Inc.	Erickson Retirement Communities, LLC	Collect entrance deposits of potential residents and place into escrow	\$0.00	Accept	
Hirsch Financial	Erickson Retirement Communities, LLC	FSA/Cobra plan administration agreement	\$0.00	Accept	

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HM Life Insurance Company	Erickson Retirement Communities, LLC	Policy Number 912418-G Stop Loss Insurance	\$0.00	Accept	
Illinois Department of Transportation	Erickson Retirement Communities, LLC	For work on or adjacent to Route 59, DuPage County, IL	\$0.00	Accept	
Indian Harbor Insurance Company	Erickson Retirement Communities, LLC	Pollution and Remediation Liability Policy - Current Policy #PEC001615301	\$0.00	Accept	
Indian Harbor Insurance Company	Erickson Retirement Communities, LLC	Pollution and Remediation Liability Policy - Current Policy #PEC001615301	\$0.00	Accept	
Interwoven Inc	Erickson Retirement Communities, LLC	Interwoven License	\$0.00	Accept	
Ivans, Inc.	Erickson Retirement Communities, LLC	Equipment Lease	\$2,169.26	Accept	
Ivans, Inc.	Erickson Retirement Communities, LLC	Communications	\$0.00	Accept	
Jackson Lewis LLP	Erickson Retirement Communities, LLC	EPL litigation counsel to Cedar Crest, Ann's Choice, Linden Ponds, Seabrook Village, Greenspring Village and ERC	\$0.00	Accept	
Johnson County Unified Wastewater Districts	Erickson Retirement Communities, LLC	Regarding installation of sanitary sewers	\$0.00	Accept	
Johnson County Unified Wastewater Districts	Erickson Retirement Communities, LLC	Tall Grass Creek Phase 1A	\$0.00	Accept	
Johnson County Unified Wastewater Districts	Erickson Retirement Communities, LLC	Tall Grass Creek Phase 1B	\$0.00	Accept	
K&L Gates	Erickson Retirement Communities, LLC	Land use matters	\$0.00	Accept	
Keane Care Inc	Erickson Retirement Communities, LLC	Software License Agreement and Addendums	\$5,000.00	Accept	
Kelly & Associates	Erickson Retirement Communities, LLC	Provides broker services, eligibility management, benefit enrollment website, consolidated billing, employee communication and COBRA administration.	\$0.00	Accept	
KRICK PLUMBING & HEATING CO	Erickson Retirement Communities, LLC	HVAC Services Agreement (at 701 Maiden Choice Lane, Baltimore MD) dated June 1, 2007	\$1,366.40	Accept	
KRICK PLUMBING & HEATING CO	Erickson Retirement Communities, LLC	Contract with Contractor for work performed at 701 Maiden Choice Lane, Baltimore MD and all corporate sites relating to plumbing, repair and maintenance services*	\$0.00	Accept	
KRONOS INCORPORATED	Erickson Retirement Communities, LLC	Extends terms and conditions of the Agreement	\$0.00	Accept	
Kubra Data Transfer	Erickson Retirement Communities, LLC	Mailing and Printing Agreement between Erickson Retirement Communities, LLC and Kubra Data Transfer	\$0.00	Accept	
Kyriba	Erickson Retirement Communities, LLC	Application Service Provider	\$8,893.20	Accept	
Laboratory Corporation of America Holdings	Erickson Retirement Communities, LLC	Amended Patient Specimen Collection Services Agreement	\$0.00	Accept	
Laboratory Corporation of America Holdings	Erickson Retirement Communities, LLC	Hypersend Restricted Use	\$0.00	Accept	
Laboratory Corporation of America Holdings	Erickson Retirement Communities, LLC	Hypersend Restricted Use	\$0.00	Accept	

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Laboratory Corporation of America Holdings	Erickson Retirement Communities, LLC	Skilled Nursing Facility Patient Specimen Collection Agreement	\$0.00	Accept	
LaSalle Bank National Association	Erickson Retirement Communities, LLC	Accept, hold, and disburse funds deposited into escrow (Ashburn Campus, LLC)	\$0.00	Accept	
Lasalle Bank National Association	Erickson Retirement Communities, LLC	Accept, hold, and disburse funds deposited into escrow	\$0.00	Accept	
LaSalle Bank National Association	Erickson Retirement Communities, LLC	Accept, hold, and disburse funds deposited into escrow (Naperville Campus, LLC)	\$0.00	Accept	
LaSalle Bank National Association	Erickson Retirement Communities, LLC	Accept, hold, and disburse funds deposited into escrow (Lincolnshire Campus, LLC)	\$0.00	Accept	
Lasalle Bank National Association	Erickson Retirement Communities, LLC	Accept, hold, and disburse funds deposited into escrow	\$0.00	Accept	
LaSalle Bank National Association	Erickson Retirement Communities, LLC	Accept, hold, and disburse funds deposited into escrow (Kansas Campus, LLC)	\$0.00	Accept	
Lasserman Sussman Associates LLC	Erickson Retirement Communities, LLC	Real Estate Consulting for Cedar Crest	\$0.00	Accept	
Lasserman Sussman Associates LLC	Erickson Retirement Communities, LLC	Real Estate Consulting for Seabrook Village	\$0.00	Accept	
Law Offices of Smith Hemmesch	Erickson Retirement Communities, LLC	Tax Representation Agreement	\$0.00	Accept	
Law Offices of Smith Hemmesch	Erickson Retirement Communities, LLC	Tax Representation Agreement for Lincolnshire, Naperville and Willow Springs	\$0.00	Accept	
Linden Ponds, Inc.	Erickson Retirement Communities, LLC	Collect entrance deposits of potential residents and place into escrow	\$0.00	Accept	
Lloyds (Spectrum)	Erickson Retirement Communities, LLC	Broadform Terrorism Coverage Policy - #MAX6HC0000185	\$0.00	Accept	
Lloyds (Spectrum)	Erickson Retirement Communities, LLC	Broadform Terrorism Coverage Policy - #MAX6HC0000185	\$0.00	Accept	
Loudon County Sanitation Authority	Erickson Retirement Communities, LLC	Acc't No. 0780157039	\$0.00	Accept	
Maris Grove, Inc.	Erickson Retirement Communities, LLC	Collect entrance deposits of potential residents and place into escrow (Concord Campus, LP)	\$0.00	Accept	
McCumber, Daniels, Buntz, Hartig & Puig	Erickson Retirement Communities, LLC	Litigation counsel to Ann's Choice and ERC	\$0.00	Accept	
McGladrey & Pullen	Erickson Retirement Communities, LLC	Audit services for ERC, Erickson Construction and Landowner entities	\$0.00	Accept	
McMahon Martine & Gallagher	Erickson Retirement Communities, LLC	Litigation counsel to ERC	\$0.00	Accept	
McNichol, Byrne & Matlawski, P.C.	Erickson Retirement Communities, LLC	Land use matters for Maris Grove / Concord	\$0.00	Accept	
MEC2	Erickson Retirement Communities, LLC	HVAC Maintenance at 5525 Research Park Drive dated 5/1/09**	\$0.00	Accept	
MECHANICAL ENGINEERING & CONSTRUCTION	Erickson Retirement Communities, LLC	Plan A - Maintenance Only on 5525 Research Park Drive, Baltimore MD	\$0.00	Accept	
Med Assets	Erickson Retirement Communities, LLC	GPO through which we have several services	\$0.00	Accept	

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Mercantile-Safe Deposit and Trust Company	Erickson Retirement Communities, LLC	Accept, hold, and disburse funds deposited into escrow (Concord Campus, LP)	\$0.00	Accept	
Mercantile-Safe Deposit and Trust Company	Erickson Retirement Communities, LLC	Accept, hold, and disburse funds deposited into escrow (Warminster Campus LTD Partnership)	\$0.00	Accept	
Metropolitan Life Insurance Company	Erickson Retirement Communities, LLC	Administration of Dental plan benefits service fees	\$0.00	Accept	
Metropolitan Life Insurance Company	Erickson Retirement Communities, LLC	Administration of the welfare benefit plan	\$0.00	Accept	
METROPOLITAN ST LOUIS SEWER DISTRICT	Erickson Retirement Communities, LLC	Erickson Gardens Retirement Welcome Ctr	\$313.24	Accept	
Microsoft Corporation	Erickson Retirement Communities, LLC	Enterprise Agreement	\$500,000.00	Accept	
ModSpace - St Louis	Erickson Retirement Communities, LLC	S/E/C Gravois & Musick Rd, St Louis MO	\$0.00	Accept	
Monarch Landing, Inc.	Erickson Retirement Communities, LLC	Collect entrance deposits of potential residents and place into escrow (Naperville Campus, LLC)	\$0.00	Accept	
National Bond & Trust	Erickson Retirement Communities, LLC	Administers Employee Savings bond program	\$0.00	Accept	
National Bureau of Property Administration Inc	Erickson Retirement Communities, LLC	Real Estate Tax Valuation Service Agreement	\$0.00	Accept	
National Fire Insurance Company	Erickson Retirement Communities, LLC	Auto Policy Binder - Massachusetts - Policy #2091574355	\$0.00	Accept	
National Fire Insurance Company	Erickson Retirement Communities, LLC	Auto Policy Binder - Massachusetts - Policy #209157435	\$0.00	Accept	
National Fire Insurance Company (C.N.A.)	Erickson Retirement Communities, LLC	Business Auto Coverage - Massachusetts - Policy #2091574355	\$0.00	Accept	
National Fire Insurance Company (C.N.A.)	Erickson Retirement Communities, LLC	Business Auto Coverage - Massachusetts - #2091574355	\$0.00	Accept	
NEW LIFESTYLES	Erickson Retirement Communities, LLC	Advertising	\$1,470.00	Accept	
Noosh Inc	Erickson Retirement Communities, LLC	Software and Maintenance	\$0.00	Accept	
North American Specialty Insurance Company	Erickson Retirement Communities, LLC	Select Employers Indemnity Declarations (Texas WC) - EEQ0005010	\$0.00	Accept	
North American Specialty Insurance Company	Erickson Retirement Communities, LLC	Select Employers Indemnity Declarations (Texas WC) - EEQ0005010	\$0.00	Accept	
NORTHWEST ELECTRIC, INC	Erickson Retirement Communities, LLC	Corporate Maintenance Agreement which covers all corporate locations*	\$0.00	Accept	
Ober Kaler	Erickson Retirement Communities, LLC	Maryland healthcare counsel	\$0.00	Accept	
Oracle USA, Inc.	Erickson Retirement Communities, LLC	Hyperion 2008 Order	\$61,849.66	Accept	
Oracle USA, Inc.	Erickson Retirement Communities, LLC	Centricity Program licenses and 12 months of technical support services	\$0.00	Accept	
Oracle USA, Inc.	Erickson Retirement Communities, LLC	Hyperion Software Update License and Support; Service Contract # H-E000951-0004	\$0.00	Accept	
Oracle USA, Inc.	Erickson Retirement Communities, LLC	Database Enterprise Edition	\$0.00	Accept	

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Oracle USA, Inc.	Erickson Retirement Communities, LLC	Hyperion	\$0.00	Accept	
Oracle USA, Inc.	Erickson Retirement Communities, LLC	Oracle License and Services	\$0.00	Accept	
Oracle USA, Inc.	Erickson Retirement Communities, LLC	Hyperion System 9 CON	\$0.00	Accept	
Oracle USA, Inc.	Erickson Retirement Communities, LLC	Oracle PeopleSoft Software	\$0.00	Accept	
Oracle USA, Inc.	Erickson Retirement Communities, LLC	Program Licenses (Oracle JDE CON)	\$0.00	Accept	
Oracle USA, Inc.	Erickson Retirement Communities, LLC	Technical support services and benefits - contract number 2081157	\$0.00	Accept	
Oracle USA, Inc.	Erickson Retirement Communities, LLC	Oracle PeopleSoft Software PSFT Order	\$0.00	Accept	
Oracle USA, Inc.	Erickson Retirement Communities, LLC	Electronic Product Delivery tax exemption	\$0.00	Accept	
Oracle USA, Inc.	Erickson Retirement Communities, LLC	Oracle PeopleSoft Enterprise - Service Contract # 2373887	\$0.00	Accept	
Oracle USA, Inc.	Erickson Retirement Communities, LLC	Oracle PeopleSoft Enterprise UPK - Service Contract # 2374358	\$0.00	Accept	
Oracle USA, Inc.	Erickson Retirement Communities, LLC	Enterprise Siebel CRM Base (CON)	\$0.00	Accept	
Oracle USA, Inc.	Erickson Retirement Communities, LLC	Oracle License and Services - Siebel Events Manager	\$0.00	Accept	
Oracle USA, Inc.	Erickson Retirement Communities, LLC	Oracle License and Services - Database Enterprise Edition - GSMS CON	\$0.00	Accept	
Oracle USA, Inc.	Erickson Retirement Communities, LLC	Oracle Siebel Campaigns - Enterprise	\$0.00	Accept	
Oracle USA, Inc.	Erickson Retirement Communities, LLC	Oracle Siebel Report Designer Professional	\$0.00	Accept	
Oracle USA, Inc.	Erickson Retirement Communities, LLC	UPK Developer Perpetual License Software Update License & Support	\$0.00	Accept	
Otis Elevator Company	Erickson Retirement Communities, LLC	Enterprise wide equipment maintenance agreement for various Erickson properties and all corporate locations*	\$0.00	Accept	
Otten, Johnson, Robinson, Neff & Ragonetti, P.C.	Erickson Retirement Communities, LLC	Denver real estate and corporate counsel	\$0.00	Accept	
PartnerSource, Inc.	Erickson Retirement Communities, LLC	Broker for Texas Non-Subscription Program	\$0.00	Accept	
Peabody & Arnold	Erickson Retirement Communities, LLC	Litigation counsel to Brooksby Village and ERC	\$0.00	Accept	
Pitney Bowes, Inc.	Erickson Retirement Communities, LLC	Equipment Lease	\$11,870.52	Accept	
PMA Insurance	Erickson Retirement Communities, LLC	Relates to Workers Comp LCs and backed by CD	\$0.00	Accept	
PNC Bank, National Association	Erickson Retirement Communities, LLC	C.N.A. / LC = #18107082 / Amount of \$3,000,000	\$0.00	Accept	
PNC Bank, National Association	Erickson Retirement Communities, LLC	C.N.A. / LC = #18106388 / Amount of \$1,500,000	\$0.00	Accept	
PNC Bank, National Association	Erickson Retirement Communities, LLC	Travelers / LC = #18106730 / Amount of \$893,800	\$0.00	Accept	
PNC Bank, National Association	Erickson Retirement Communities, LLC	Zurich / LC = #18107083 / Amount of \$1,000,000	\$0.00	Accept	

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PNC Bank, National Association	Erickson Retirement Communities, LLC	Zurich / LC = #18107421 / Amount of \$1,250,000	\$0.00	Accept	
PNC Bank, National Association	Erickson Retirement Communities, LLC	Zurich / LC = #18108167 / Amount of \$1,875,000	\$0.00	Accept	
PNC Bank, National Association	Erickson Retirement Communities, LLC	Zurich / LC = #18106392 / Amount of \$1,875,000	\$0.00	Accept	
PNC Bank, National Association	Erickson Retirement Communities, LLC	PMA / LC = #18106690 / Amount of \$220,000	\$0.00	Accept	
PNC Bank, National Association	Erickson Retirement Communities, LLC	UHS / LC = #18106086 / Amount of \$500,000	\$0.00	Accept	
PNC Bank, National Association	Erickson Retirement Communities, LLC	COD #31300320742 / Amount of \$3,253,869.76	\$0.00	Accept	
PNC Bank, National Association	Erickson Retirement Communities, LLC	COD #31300323111 / Amount of \$1,500,000.00	\$0.00	Accept	
PNC Bank, National Association	Erickson Retirement Communities, LLC	COD #31300326005 / Amount of \$898,595.27	\$0.00	Accept	
PNC Bank, National Association	Erickson Retirement Communities, LLC	COD #31300346209 / Amount of \$1,086,777.41	\$0.00	Accept	
PNC Bank, National Association	Erickson Retirement Communities, LLC	COD #31300323068 / Amount of \$1,292,703.45	\$0.00	Accept	
PNC Bank, National Association	Erickson Retirement Communities, LLC	COD #31300326030 / Amount of \$1,875,000.00	\$0.00	Accept	
PNC Bank, National Association	Erickson Retirement Communities, LLC	COD #31300321887 / Amount of \$1,896,487.02	\$0.00	Accept	
PNC Bank, National Association	Erickson Retirement Communities, LLC	COD #31300337058 / Amount of \$506,376.70	\$0.00	Accept	
Polsinelli Shughart PC	Erickson Retirement Communities, LLC	Local real estate counsel in Kansas and Missouri	\$0.00	Accept	
Prime Inc	Erickson Retirement Communities, LLC	Membership	\$0.00	Accept	
Produce Alliance LLC	Erickson Retirement Communities, LLC	Master Produce Distribution	\$0.00	Accept	
Providence Risk & Ins Services	Erickson Retirement Communities, LLC	Third Party Claims Administrator for Texas Non Subscription Program	\$0.00	Accept	
RCM&D	Erickson Retirement Communities, LLC	Broker for Performance Bonds	\$0.00	Accept	
Reliance Standard Life Insurance Company	Erickson Retirement Communities, LLC	Long Term Disability Group Policy No. LTD 102394	\$0.00	Accept	
Reliance Standard Life Insurance Company	Erickson Retirement Communities, LLC	Group Policy Number STD 150613	\$0.00	Accept	
Renal Purchasing Group LLC	Erickson Retirement Communities, LLC	GPO agreement for communities	\$0.00	Accept	
Retirement Living TV, LLC	Erickson Retirement Communities, LLC	Lease dated June 5, 2009 - 5525 Research Park Drive	\$0.00	Accept	
Riggs, Counselman, Michaels & Downes, Inc.	Erickson Retirement Communities, LLC	Broker for Performance Bonds	\$0.00	Accept	
Riker, Danzig, Scherer, Hyland & Perrett	Erickson Retirement Communities, LLC	Litigation counsel to Cedar Crest and ERC	\$0.00	Accept	
ROBINSON LAWN AND TURF	Erickson Retirement Communities, LLC	Grounds Maintenance at 5525 Research Park Drive, Catonsville, MD**	\$4,340.00	Accept	
ROBINSON LAWN AND TURF	Erickson Retirement Communities, LLC	Snow Removal for 813, 701 and 705 Maiden Choice Lane	\$0.00	Accept	
ROBINSON LAWN AND TURF	Erickson Retirement Communities, LLC	Lawn services at 813 and 701 Maiden Choice Lane	\$0.00	Accept	

Erickson Retirement Communities Contract Assumption List

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Counterparty	Debtor	Contract Description	Est. Cure	Decision	Bond #
RSM McGladrey Inc.	Erickson Retirement Communities, LLC	Tax Accountant for NFP entities – Form 990. Paid for by ERC.	\$0.00	Accept	
SALESFORCECOM	Erickson Retirement Communities, LLC	Enterprise License Order 2572903(e)	\$0.00	Accept	
SALESFORCECOM	Erickson Retirement Communities, LLC	Enterprise License Order 02657609(e)	\$0.00	Accept	
SALESFORCECOM	Erickson Retirement Communities, LLC	Subscription services at http://www.salesforce.com/appexchange	\$0.00	Accept	
SC&H State & Local Tax	Erickson Retirement Communities, LLC	Real property tax valuation consultant for Charlestown, Riderwood, Oak Crest, Henry Ford, Greenspring, Ashby Ponds and Ann's Choice	\$0.00	Accept	
SECURITY ADMINISTRATION SERVICES, INC	Erickson Retirement Communities, LLC	Security Patrol Services	\$0.00	Accept	
Sedgebrook, Inc.	Erickson Retirement Communities, LLC	Collect entrance deposits of potential residents and place into escrow (Lincolnshire Campus, LLC)	\$0.00	Accept	
Shared Technologies, Inc.	Erickson Retirement Communities, LLC	Equipment/CPE Maintenance Order 981505	\$5,110.62	Accept	
SHRED-IT BALTIMORE	Erickson Retirement Communities, LLC	Document Destruction Confirmation	\$0.00	Accept	
SISCO	Erickson Retirement Communities, LLC	Currently on ordinary course professionals schedule	\$0.00	Accept	
Smith & Hale LLC	Erickson Retirement Communities, LLC	Currently on ordinary course professionals schedule	\$0.00	Accept	
Sonnenschein Nath & Rosenthal	Erickson Retirement Communities, LLC	Currently on ordinary course professionals schedule	\$0.00	Accept	
STANLEY SECURITY SOLUTIONS	Erickson Retirement Communities, LLC	Installation and Elevator Service at 5525 Research Park Drive, Catonsville, MD**	\$0.00	Accept	
STANLEY SECURITY SOLUTIONS	Erickson Retirement Communities, LLC	Installation and Elevator Service at 5525 Research Park Drive, Catonsville, MD**	\$0.00	Accept	
STANLEY SECURITY SOLUTIONS	Erickson Retirement Communities, LLC	Fire Alarm installation and Monitoring at 5525 Research Park Drive, Catonsville, MD**	\$0.00	Accept	
STANLEY SECURITY SOLUTIONS	Erickson Retirement Communities, LLC	Fire Alarm installation and monitoring at 5525 Research Park Drive, Catonsville, MD**	\$0.00	Accept	
Stericycle Inc	Erickson Retirement Communities, LLC	Biomedical Waste Disposal	\$0.00	Accept	
Stout Causey & Horning LLC	Erickson Retirement Communities, LLC	Property Tax Administration and Consulting	\$0.00	Accept	
Stout Causey & Horning LLC	Erickson Retirement Communities, LLC	Land Assessment Agreement	\$0.00	Accept	
Strategic Healthcare Programs, LLC	Erickson Retirement Communities, LLC	Software Program for CareMedx	\$0.00	Accept	
SUMMIT ENERGY SERVICES INC	Erickson Retirement Communities, LLC	Energy Sourcing Agreement	\$0.00	Accept	
Sungard	Erickson Retirement Communities, LLC	Looks to be annual support for payroll, 401(k) processing feed	\$0.00	Accept	
Swift911	Erickson Retirement Communities, LLC	911 Service at communities agreement	\$0.00	Accept	

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T Rowe Price Retirement Plan Services Inc	Erickson Retirement Communities, LLC	Performance of certain recordkeeping and other ministerial services	\$0.00	Accept	
Tallgrass Creek, Inc.	Erickson Retirement Communities, LLC	Collect entrance deposits of potential residents and place into escrow (Kansas Campus, LLC)	\$0.00	Accept	
Telematch	Erickson Retirement Communities, LLC	Affiliated with Gannet process where to print the Tribune based on receiver and send out	\$0.00	Accept	
Tinton Falls Campus II	Erickson Retirement Communities, LLC	Amended development agreement dated 5/22/08	\$0.00	Accept	
U Click	Erickson Retirement Communities, LLC	Content library for crosswords etc. in Tribune, highest hit rate area	\$0.00	Accept	
UMBC RESEARCH PARK CORPORATION	Erickson Retirement Communities, LLC	UMBC Research Park Ground Sublease Option to Expand Premises, as amended	\$0.00	Accept	
UMBC Research Park Corporation	Erickson Retirement Communities, LLC	UMBC Research Park Ground Sublease dated 11/15/2006, as amended	\$0.00	Accept	
United Healthcare Services D/B/A Evercare	Erickson Retirement Communities, LLC	Shared Services Agreement	\$0.00	Accept	
United Healthcare Services D/B/A Evercare	Erickson Retirement Communities, LLC	Shared Savings Agreement	\$0.00	Accept	
United Healthcare Services, Inc. d/b/a Evercare, United Healthcare Insurance Co.,	Erickson Retirement Communities, LLC	Services and Trademark License Agreement	\$0.00	Accept	
Up To Date	Erickson Retirement Communities, LLC	Clinical Review software	\$0.00	Accept	
US Army Corps of Engineers	Erickson Retirement Communities, LLC	Grants Farm Manor	\$0.00	Accept	
Venable LLP	Erickson Retirement Communities, LLC	Land use matters for Charlestown and ERC	\$0.00	Accept	
Verizon Business	Erickson Retirement Communities, LLC	Network connectivity contracts	\$0.00	Accept	
Vigil Health Solutions, Inc.	Erickson Retirement Communities, LLC	Master Vigil Software Maintenance Agreement – for phone service	\$0.00	Accept	
Visalign	Erickson Retirement Communities, LLC	IT Help Desk service provider	\$0.00	Accept	
Walker & Murphy	Erickson Retirement Communities, LLC	PL Counsel, Charlestown, Riderwood and ERC	\$0.00	Accept	
Walsh, Colucci	Erickson Retirement Communities, LLC	Land use matters for Ashburn / Ashby Ponds	\$0.00	Accept	
Warminster Campus, LP	Erickson Retirement Communities, LLC	Amended development agreement dated 7/20/06	\$0.00	Accept	
Warminster Township	Erickson Retirement Communities, LLC	Agreement dtd 2/21/01 re payment of taxes on property where Anne's Choice development property located; term extends until 12/31/2011	\$0.00	Accept	
Warminster Township	Erickson Retirement Communities, LLC	Consolidation of remaining improvements escrow for neighborhood 1 with improvements escrow for neighborhood 4	\$0.00	Accept	
Warminster Township	Erickson Retirement Communities, LLC	Agreement dated 8/9/07, regarding erosion and sedimentation controls and detention basins to be installed	\$0.00	Accept	

Erickson Retirement Communities Contract Assumption List

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Warminster Township	Erickson Retirement Communities, LLC	Agreement dated 8/8/02, development agreement regarding Phase 1, Anne's Choice	\$0.00	Accept	
Western Surety Company	Erickson Retirement Communities, LLC	For work on or adjacent to Route 59, DuPage County, IL	\$0.00	Accept	
Western Surety Company	Erickson Retirement Communities, LLC	Tall Grass Creek Phase 1A	\$0.00	Accept	
Western Surety Company	Erickson Retirement Communities, LLC	Tall Grass Creek Phase 1B	\$0.00	Accept	
JHP	Houston Campus, LP	AIA B163-1993 Agreement Between Owner and Architect dated 2/13/2004	\$0.00	Accept	
Liberatos	Houston Campus, LP	Consultant Services Contract dated January 8, 2010	\$0.00	Accept	
W. P. Moore	Houston Campus, LP	Engineering and Surveying Services dated 3/1/2004	\$0.00	Accept	
City of Overland Park	Kansas Campus, LLC	Tall Grass Creek Phase 1	\$0.00	Accept	
City of Overland Park (Kansas)	Kansas Campus, LLC	Stream Corridor Manteca Agreement, unsigned	\$0.00	Accept	
City of Overland Park (Kansas)	Kansas Campus, LLC	Addendum to Stream Corridor Maintenance Agreement.	\$0.00	Accept	
City of Overland Park (Kansas)	Kansas Campus, LLC	Performance and Maintenance bond between Kansas Campus, LLC (co-signed by Fidelity and Deposit Company of Maryland) and City of Overland Park, Kansas	\$0.00	Accept	
Fidelity and Deposit Company of Maryland	Kansas Campus, LLC	Tall Grass Creek Phase 1	\$0.00	Accept	LPM7587368
Apartment Realty Advisors	Littleton Campus, LLC	Exclusive right to sell dated 8-30-04. Amended in another Agreement to extend rights to June 2010	\$0.00	Accept	
Apartment Realty Advisors	Littleton Campus, LLC	Amendment to Exclusive right to sell, extending to 6/1/2010	\$0.00	Accept	
DOUGLAS COUNTY	Littleton Campus, LLC	Improvements Agreement for Development of Erickson Filing No. 1, Lots 1&2 and Tract A. Dated 6/2/2006	\$0.00	Accept	
DOUGLAS COUNTY	Littleton Campus, LLC	Improvements Agreement for Development of Erickson Filing No. 1, Lots 182 and Tract A, 1st revision. Dated 11/9/2006	\$0.00	Accept	
DOUGLAS COUNTY	Littleton Campus, LLC	Improvements Agreement for Development of Erickson Filing No. 1, Lots 182 and Tract A, 4th revision. Signed 3/6/08 by Littleton, unsigned by county.	\$0.00	Accept	
Harris Kocher Smith	Littleton Campus, LLC	Engineering and Surveying Services dated 2/11/2005	\$1,155.00	Accept	
HIGHLANDS RANCH METROPOLITAN DISTRICT	Littleton Campus, LLC	Agreement regarding bridge construction and easement	\$0.00	Accept	
JHP	Littleton Campus, LLC	AIA B163-1993 Agreement Between Owner and Architect dated 3/23/2006	\$0.00	Accept	
Norris Design	Littleton Campus, LLC	Landscape Architecture and Planning Services	\$0.00	Accept	
Wallace Roberts & Todd	Littleton Campus, LLC	AIA B163-1993 Agreement Between Owner and Architect dated 9/5/2008	\$0.00	Accept	
City of Novi	Novi Campus, LLC	Fox Run Village - SP00-66/SE01-0056	\$0.00	Accept	

Erickson Retirement Communities Contract Assumption List

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Counterparty	Debtor	Contract Description	Est. Cure	Decision	Bond #
City of Novi	Novi Campus, LLC	Fox Run Village - Phase II SP00-66	\$0.00	Accept	
City of Novi	Novi Campus, LLC	Fox Run Village - Phase II / Site Financial Guarantee	\$0.00	Accept	
Bohler Engineering	Warminster Campus, LP	Ann's Choice Phases 2,3, & 4 - SD's, Permits Submittals, CD's...	\$0.00	Accept	
Bucks County (PA)	Warminster Campus, LP	Agreement dtd 2/21/01 re payment of taxes on property where Anne's Choice development property located; term extends until 12/31/2011	\$0.00	Accept	
CENTENNIAL SCHOOL DISTRICT	Warminster Campus, LP	Agreement dtd 2/21/01 re payment of taxes on property where Anne's Choice development property located; term extends until 12/31/2011	\$0.00	Accept	
Marks-Thomas & Associates	Warminster Campus, LP	AIA B163-1993 Agreement Between Owner and Architect	\$0.00	Accept	
Wallace Roberts & Todd	Warminster Campus, LP	AIA B163-1993 Agreement Between Owner and Architect Dated 8/19/2004	\$10,000.00	Accept	
Warminster Municipal Authority	Warminster Campus, LP	Agreement dtd 4/18/07, sewer & water, Anne's Choice, Phase IV	\$0.00	Accept	
Warminster Township	Warminster Campus, LP	Agreement dtd 2/21/01 re payment of taxes on property where Anne's Choice development property located; term extends until 12/31/2011	\$0.00	Accept	
Warminster Township	Warminster Campus, LP	Consolidation of remaining improvements escrow for neighborhood 1 with improvements escrow for neighborhood 4	\$0.00	Accept	
Warminster Township	Warminster Campus, LP	Agreement dated 8/9/07, regarding erosion and sedimentation controls and detention basins to be installed	\$0.00	Accept	
Warminster Township	Warminster Campus, LP	Agreement dated 8/8/02, development agreement regarding Phase 1, Anne's Choice	\$0.00	Accept	
Total Estimated Cures			<u>\$1,190,298.49</u>		

* To the extent this agreement covers the UMBC property, then in the event such property is not ultimately transferred to the Acquisition Companies or their designee, including a subsidiary of Allegis Property Holdings, LLC, appropriate arrangements will be made to separate such services so as to cease services to the UMBC property.

** In the event the UMBC property is not ultimately transferred to the Acquisition Companies or their designee, including a subsidiary of Allegis Property Holdings, LLC, this contract will be rejected.