

UNITED STATES BANKRUPTCY COURT Northern District of Texas (Dallas Division)

PROOF OF CLAIM

Name of Debtor: Northern District of Texas, Erickson Retirement Communities, LLC

Case Number: 09-37010-S9J11

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property): BRUCE E. Irrgang - President

Check this box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent: Bruce Irrgang - President, United Construction Services Inc., 122 OSCAR WAY, CHESTER SPRINGS, Pa. 19425

Court Claim Number: (If known)

Telephone number: 610-321-1300

RECEIVED

Filed on: 11/12/09

Name and address where payment should be sent (if different from above): (Same) NOV 20 2009

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Telephone number:

BMC GROUP

Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: \$ 130,000.00

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

Specify the priority of the claim.

2. Basis for Claim: Goods and Services (See instruction #2 on reverse side.)

Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

3. Last four digits of any number by which creditor identifies debtor: 0630

Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).

3a. Debtor may have scheduled account as: (See instruction #3a on reverse side.)

Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).

4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).

Nature of property or right of setoff: Real Estate Motor Vehicle Other Describe:

Value of Property: \$ Annual Interest Rate %

Amount of arrearage and other charges as of time case filed included in secured claim,

if any: \$ Basis for perfection:

Amount of Secured Claim: \$ Amount Unsecured: \$ 130,000.00

Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

Other - Specify applicable paragraph of 11 U.S.C. §507 (a)().

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)

Amount entitled to priority:

\$

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

Date: 11/12/09

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

FOR COURT USE ONLY

Erickson Ret. Comm. LLC



00064

* Bruce E. Irrgang, President

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the trustee or another party in interest files an objection to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity owed a debt by the debtor that arose on or before the date of the bankruptcy filing. See 11 U.S.C. §101 (10)

Claim

A claim is the creditor's right to receive payment on a debt owed by the debtor that arose on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

UNITED CONSTRUCTION SERVICES, INC.

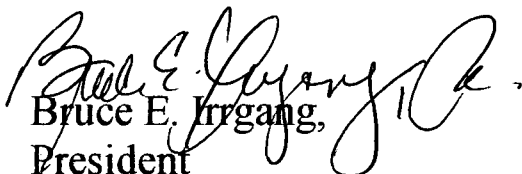
ACOUSTICAL*INSULATION*DRYWALL*CARPENTRY

November 19, 2009

SUMMARY LETTER

Item #1: Copy of last bill - Application # 12 Dated May13,2009.
Balance due \$130,000.00

Item #2: Copy of United States Surety Company Contract Status
Inquiry signed by Kent Madigan, Financial Director of Erickson
verifying open unpaid balance due \$130,000.00


Bruce E. Irrgang,
President

UNITED STATES BANKRUPTCY COURT Northern District of Texas

**Notice of
Chapter 11 Bankruptcy Case, Meeting of Creditors, & Deadlines**

A chapter 11 bankruptcy case concerning the debtor(s) listed below was filed on 10/19/09.

You may be a creditor of the debtor. **This notice lists important deadlines.** You may want to consult an attorney to protect your rights. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below.
NOTE: The staff of the bankruptcy clerk's office cannot give legal advice.

See Reverse Side For Important Explanations

Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):
Erickson Retirement Communities, LLC
701 Maiden Choice Lane
Baltimore, MD 21228

Case Number:
09-37010-sgj11

Social Security / Individual Taxpayer ID / Employer Tax ID / Other nos:
52-2003375

Attorney for Debtor(s) (name and address):
Vincent P. Slusher
DLA Piper LLP US
1717 Main Street
Suite 4600
Dallas, TX 75201
Telephone number: (214) 743-4572

Meeting of Creditors

Date: **November 30, 2009**

Time: **02:00 PM**

Location: **Office of the U.S. Trustee, 1100 Commerce St., Room 752, Dallas, TX 75242**

Deadline to File a Proof of Claim

Proof of claim must be *received* by the bankruptcy clerk's office by the following deadline:

For all creditors (except a governmental unit): **2/28/10**

For a governmental unit:

Creditor with a Foreign Address:

A creditor to whom this notice is sent at a foreign address should read the information under "Claims" on the reverse side.

Deadline to File a Complaint to Determine Dischargeability of Certain Debts:

Creditors May Not Take Certain Actions:

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

Address of the Bankruptcy Clerk's Office:

1100 Commerce Street
Room 1254
Dallas, TX 75242
Telephone number: 214-753-2000

Hours Open: Monday - Friday 8:30 AM - 4:30 PM

For the Court:

Clerk of the Bankruptcy Court:
Tawana C. Marshall

Date: 10/23/09

EXPLANATIONS

B9F (Official Form 9F) (12/08)

<p>Filing of Chapter 11 Bankruptcy Case</p>	<p>A bankruptcy case under Chapter 11 of the Bankruptcy Code (title 11, United States Code) has been filed in this court by or against the debtor(s) listed on the front side, and an order for relief has been entered. Chapter 11 allows a debtor to reorganize or liquidate pursuant to a plan. A plan is not effective unless confirmed by the court. You may be sent a copy of the plan and a disclosure statement telling you about the plan, and you might have the opportunity to vote on the plan. You will be sent notice of the date of the confirmation hearing, and you may object to confirmation of the plan and attend the confirmation hearing. Unless a trustee is serving, the debtor will remain in possession of the debtor's property and may continue to operate any business.</p>
<p>Legal Advice</p>	<p>The staff of the bankruptcy clerk's office cannot give legal advice. Consult a lawyer to determine your rights in this case.</p>
<p>Creditors Generally May Not Take Certain Actions</p>	<p>Prohibited collection actions are listed in Bankruptcy Code § 362. Common examples of prohibited actions include contacting the debtor by telephone, mail or otherwise to demand repayment; taking actions to collect money or obtain property from the debtor; repossessing the debtor's property; and starting or continuing lawsuits or foreclosures. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay.</p>
<p>Meeting of Creditors</p>	<p>A meeting of creditors is scheduled for the date, time and location listed on the front side. <i>The debtor's representative must be present at the meeting to be questioned under oath by the trustee and by creditors.</i> Creditors are welcome to attend, but are not required to do so. The meeting may be continued and concluded at a later date without further notice. The court, after notice and a hearing, may order that the United States trustee not convene the meeting if the debtor has filed a plan for which the debtor solicited acceptances before filing the case.</p>
<p>Claims</p>	<p>A Proof of Claim is a signed statement describing a creditor's claim. If a Proof of Claim form is not included with this notice, you can obtain one at any bankruptcy clerk's office. You may look at the schedules that have been or will be filed at the bankruptcy clerk's office. If your claim is scheduled and is <i>not</i> listed as disputed, contingent, or unliquidated, it will be allowed in the amount scheduled unless you filed a Proof of Claim or you are sent further notice about the claim. Whether or not your claim is scheduled, you are permitted to file a Proof of Claim. If your claim is not listed at all <i>or</i> if your claim is listed as disputed, contingent, or unliquidated, then you must file a Proof of Claim or you might not be paid any money on your claim and may be unable to vote on the plan. A secured creditor retains rights in its collateral regardless of whether that creditor files a Proof of Claim. Filing a Proof of Claim submits the creditor to the jurisdiction of the bankruptcy court, with consequences a lawyer can explain. For example, a secured creditor who files a Proof of Claim may surrender important nonmonetary rights, including the right to a jury trial. Filing Deadline for a Creditor with a Foreign Address: The deadlines for filing claims set forth on the front of this notice apply to all creditors. If this notice has been mailed to a creditor at a foreign address, the creditor may file a motion requesting the court to extend the deadline.</p>
<p>Discharge of Debts</p>	<p>Confirmation of a chapter 11 plan may result in a discharge of debts, which may include all or part of your debt. See Bankruptcy Code § 1141(d). A discharge means that you may never try to collect the debt from the debtor, except as provided in the plan. If you believe that a debt owed to you is not dischargeable under Bankruptcy Code § 1141(d)(6)(A), you must start a lawsuit by filing a complaint in the bankruptcy clerk's office by the "Deadline to File a Complaint to Determine Dischargeability of Certain Debts" listed on the front side. The bankruptcy clerk's office must receive the complaint and any required filing fee by that Deadline.</p>
<p>Bankruptcy Clerk's Office</p>	<p>Any paper that you file in this bankruptcy case should be filed at the bankruptcy clerk's office at the address listed on the front side. You may inspect all papers filed, including the list of the debtor's property and debts and the list of the property claimed as exempt, at the bankruptcy clerk's office.</p>
<p>Creditor with a Foreign Address</p>	<p>Consult a lawyer familiar with United States bankruptcy law if you have any questions regarding your rights in this case.</p>
<p>Refer to Other Side for Important Deadlines and Notices</p>	

UNITED STATES SURETY COMPANY**Contract Status Inquiry**

20 W. Aylesbury Road, P.O. Box 5605

Timonium, MD. 21094-5605

FAX # (410) 453-9523

Date Sent:

07/21/09

To: Erickson Construction, LLC
 703 Maiden Choice Road
 Baltimore, MD 21228

Bond No.: 21775
Effective Date: 09/18/08
Bond Amount: \$2,600,000
Contract Amount:

Contractor: United Construction Services, Inc. **Contract No.**
 PO Box 365
 Uwchland, PA 19480

Project: Maris Grove Renaissance Gardens Project

If the contract has not been completed:

Contract Price: \$ 2,600,000.00 Percent Complete: 95%

Total Amount Paid to Date: \$ 2,470,000.00 Total Amount Billed to Date: \$ 2,470,000.00

Is the Work Progressing Satisfactorily?: Yes Are all bills being paid?: Not sure

Estimated Completion Date: 7/31/2009

Comments: United had payment issues with a supplier, Eastern High Reach. A lien had been threatened. Final payment was made this week by United to finally resolve the the issue.

If the contract has been completed:

Final Contract Price: _____

Date of Completion: _____

Date of Acceptance: _____

Date of Final Payment: _____

Retainage Due: \$ _____

Was the work satisfactory?: _____

Are all bills paid?: _____

Comments: _____

Name: Kent Madigan _____

Title: Senior Director - Finance _____

Phone: (410) 402-2366 _____

Fax: (410) 402-2401 _____

E-mail: kmadigan@erickson.com _____

Signature: 

Date: 7/23/09

United States Surety Company requires this information to update our files. We understand that the Obligee, or its representative, has provided this information as a service, and that it is accurate and true to the best of their knowledge.

PAYMENT APPLICATION

TO: Ericksen Construction, LLC 115 BRINTON LAKE ROAD GLEN MILLS, PA. 19342	#630	PROJECT NAME AND LOCATION: Renaissance Gardens MARIS GROVE GLEN MILLS, PA.	ARCHITECT: Wallace Roberts & Todd LLC	APPLICATION # 12 Final	PERIOD THRU: 5/13/2009	DISTRIBUTION TO: <input type="checkbox"/> OWNER <input checked="" type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR
FROM: United Construction Services, Inc. 122 Oscar Way Chester Springs, PA 19425				DATE OF CONTRACT: 5/5/2008	PROJECT #: 512-EC1.0	
FOR: Drywall						

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

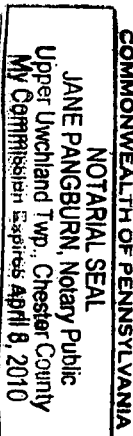
1. CONTRACT AMOUNT \$2,600,000.00
2. SUM OF ALL CHANGE ORDERS \$0.00
3. CURRENT CONTRACT AMOUNT (Line 1+-2) \$2,600,000.00
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page) 100% \$2,600,000.00
5. RETAINAGE:
 - a. 10.00% of Completed Work (Columns D + E on Continuation Page) \$0.00
 - b. 0.00% of Material Stored (Column F on Continuation Page) \$0.00
 Total Retainage (Line 5a + 5b or Column I on Continuation Page) \$0.00
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total) \$2,600,000.00
7. LESS PREVIOUS PAYMENTS TO DATE \$2,470,000.00
8. PAYMENT DUE \$130,000.00
9. BALANCE TO COMPLETION (Line 3 minus Line 6) \$0.00

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES	\$0.00	\$0.00

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's cost for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: United Construction Services, Inc.
By: [Signature] Rob Guest Date: 5/13/2009

State of: PA
County of: CHESTER
Subscribed and sworn to before me this 13 day of May, 2009
Notary Public: [Signature]
My Commission Expires: 4/8/10



ARCHITECT'S CERTIFICATION
Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in the Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefore, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT.....
(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT: _____ Date: _____

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

PROJECT: Renaissance Gardens
 MARRIS GROVE
 GLEN MILLS, PA

DATE OF APPLICATION: 5/13/2009
 PERIOD THRU: 5/13/2009
 PROJECT #: 512-RG1.0

A	B	C	D	E	F	G	H	I	J
CONTINUATION PAGE									
1	2	3	4	5	6	7	8	9	10
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK	AMOUNT THIS PERIOD	STORED MATERIAL IN D O	TOTAL COMPLETED AND STORED (D + E + F)	PERCENT COMPLETED (E / C)	BALANCE TO COMPLETION (+C-D-E)	RETAINAGE (IF VARIABLE)
11	acoustical material	\$69,000.00	\$69,000.00	\$0.00		\$69,000.00	100%	\$0.00	0.05
12	acoustical labor	\$42,500.00	\$42,500.00	\$0.00		\$42,500.00	100%	\$0.00	
13	interior metal material	\$169,200.00	\$169,200.00	\$0.00		\$169,200.00	100%	\$0.00	
14	interior metal labor	\$178,700.00	\$178,700.00	\$0.00		\$178,700.00	100%	\$0.00	
15	exterior metal material	\$176,900.00	\$176,900.00	\$0.00		\$176,900.00	100%	\$0.00	
16	exterior metal labor	\$181,100.00	\$181,100.00	\$0.00		\$181,100.00	100%	\$0.00	
17	insulation/vapor barrier mat	\$109,700.00	\$109,700.00	\$0.00		\$109,700.00	100%	\$0.00	
18	insulation/vapor barrier lab	\$56,600.00	\$56,600.00	\$0.00		\$56,600.00	100%	\$0.00	
19	fire safing/sealant mat	\$54,800.00	\$54,800.00	\$0.00		\$54,800.00	100%	\$0.00	
20	fire safing/sealant lab	\$68,900.00	\$68,900.00	\$0.00		\$68,900.00	100%	\$0.00	
21	gypsum sheathing material	\$31,100.00	\$31,100.00	\$0.00		\$31,100.00	100%	\$0.00	
22	gypsum sheathing labor	\$37,700.00	\$37,700.00	\$0.00		\$37,700.00	100%	\$0.00	
23	drywall hanging material	\$160,000.00	\$160,000.00	\$0.00		\$160,000.00	100%	\$0.00	
24	drywall hanging labor	\$161,800.00	\$161,800.00	\$0.00		\$161,800.00	100%	\$0.00	
25	drywall finishing material	\$36,800.00	\$36,800.00	\$0.00		\$36,800.00	100%	\$0.00	
26	drywall finishing labor	\$157,800.00	\$157,800.00	\$0.00		\$157,800.00	100%	\$0.00	
27	shatwall system	\$33,000.00	\$33,000.00	\$0.00		\$33,000.00	100%	\$0.00	
28	FRP panels Material	\$9,700.00	\$9,700.00	\$0.00		\$9,700.00	100%	\$0.00	
29	FRP panels Labor	\$115,000.00	\$115,000.00	\$0.00		\$115,000.00	100%	\$0.00	
30	Hardi-Plank Material	\$110,800.00	\$110,800.00	\$0.00		\$110,800.00	100%	\$0.00	
31	Hardi-Plank Labor	\$6,500.00	\$6,500.00	\$0.00		\$6,500.00	100%	\$0.00	
32	engineering	\$26,600.00	\$26,600.00	\$0.00		\$26,600.00	100%	\$0.00	
33	Rough Carpentry Material	\$33,600.00	\$33,600.00	\$0.00		\$33,600.00	100%	\$0.00	
34	Rough Carpentry Labor	\$19,200.00	\$19,200.00	\$0.00		\$19,200.00	100%	\$0.00	
35	Tyvek	\$38,800.00	\$38,800.00	\$0.00		\$38,800.00	100%	\$0.00	
36	BOND	\$96,000.00	\$96,000.00	\$0.00		\$96,000.00	100%	\$0.00	
37	Versarock Material	\$57,000.00	\$57,000.00	\$0.00		\$57,000.00	100%	\$0.00	
38	Versarock Labor	\$40,500.00	\$40,500.00	\$0.00		\$40,500.00	100%	\$0.00	
39	Metal deck Material	\$19,000.00	\$19,000.00	\$0.00		\$19,000.00	100%	\$0.00	
40	Metal deck Labor	\$146,500.00	\$146,500.00	\$0.00		\$146,500.00	100%	\$0.00	
41	Roof Truss Material	\$51,400.00	\$51,400.00	\$0.00		\$51,400.00	100%	\$0.00	
42	Roof truss Labor	\$5,800.00	\$5,800.00	\$0.00		\$5,800.00	100%	\$0.00	
43	Access Panels/Misc Carpentry	\$59,000.00	\$59,000.00	\$0.00		\$59,000.00	100%	\$0.00	
44	DOOR LABOR	\$30,000.00	\$30,000.00	\$0.00		\$30,000.00	100%	\$0.00	
45	WINDOW LABOR	\$0.00	\$0.00	\$0.00		\$0.00	100%	\$0.00	
46	TOTALS	\$2,600,000.00	\$2,600,000.00	\$0.00	\$0.00	\$2,600,000.00	100%	\$0.00	\$0.00

EXHIBIT "D"
APPLICATION AND CERTIFICATE FOR PAYMENT

TO: ERICKSON CONSTRUCTION, LLC.
 703 Maiden Choice Lane
 Baltimore, MD 21228

DATE: 5-13-09

FROM: United Construction Services, Inc.

PROJECT: 512EC10
JOB: Maris Grove Renaissance Gardens
APPLICANT NO.: 12-Final
PERIOD TO: 5-31-09

1. Original Contract Amount	\$ 2,600,000.-
2. Change Orders Issued to Date (Thru C.O. # _____)	\$ 0
3. Contract Sum to Date (Line 1+2)	\$ 2,600,000.-
4. Total Completed & Stored to Date	\$ 2,600,000.-
5. Less Retainage (0 %)	\$ 0
6. Total Earned to Date Less Retainage (Line 4-5)	\$ 2,600,000.-
7. Less Previous Requisitions	\$ 2,470,000.-
8. Payment Due This Period (Line 6-7)	\$ 130,000.-

SUBCONTRACTORS AFFIDAVIT & RELEASE OF LIEN:

The undersigned Subcontractor certifies; (i) that the work for which this payment request is being submitted has been completed in accordance with the Contract Documents; (ii) that it has paid its employees, sub-subcontractors, and material suppliers for all work and material for which Erickson Construction has paid previous requests for payment; (iii) that the amount of this invoice is due.

CONTRACTOR: By: Ralph [Signature] **Date:** 5-13-09
 (Officer, General Partner, or Owner)

Note: Payment will be made for only those costs which are included as part of the Original Contract amount or for which a Change Order has been issued by Erickson Construction L.L.C. Please provide a list of any outstanding claims for additional costs or pending extras.

NOTES:

TO BE COMPLETED BY PROJECT MANAGER

RETAINAGE RELEASE	\$ _____
PROGRESS BILLING	\$ _____
RETAINAGE HELD	\$ _____
TOTAL AMOUNT DUE	\$ _____
PROJECT NUMBER	512EC10
COST CODE #	48400-092501
APPROVED BY	_____
APPROVED DATE	_____

FINAL PAYMENT	
PUNCH LIST COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO
WARRANTY COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO
ATTIC STOCK DELIVERED	<input type="checkbox"/> YES <input type="checkbox"/> NO
O&M (CLOSEOUT BOOK -DEL)	<input type="checkbox"/> YES <input type="checkbox"/> NO
CHANGE ORDERS COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO

FOR ACCOUNTING USE ONLY	
DATE RECEIVED	_____
REVIEWED BY	_____

EXHIBIT "F"
CONTRACTORS, SUBCONTRACTORS AND SUPPLIER
FINAL RELEASE OF LIENS

STATE OF: <u>PA</u>)	Original Contract Amount:	\$ <u>2,600,000.-</u>
) S.S.	Approved Change Orders:	\$ <u>0</u>
COUNTY OF: <u>CHESTER</u>)	Adjusted Contract Amount:	\$ <u>2,600,000.-</u>
		Completed to Date:	\$ <u>2,600,000.-</u>
		Retention:	\$ <u>0</u>
		Total Earned (Less Retention):	\$ <u>2,600,000.-</u>
		Previous Payments:	\$ <u>2,470,000.-</u>
		Current Payment:	\$ <u>130,000.-</u>
		Contract Balance:	\$ <u>0</u>

TO: CHICAGO TITLE INSURANCE COMPANY (Title Insurer)
 _____ (Lender)
 _____ (Owner)
 _____ (Contractor)

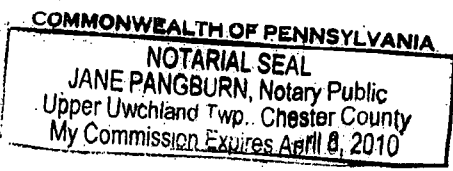
The UNDERSIGNED being duly sworn states that he is the General Manager (title) of United Construction Services Inc (firm) who has a contract with Ericksen Construction for furnishing Drywall, Carpentry for the improvements being erected on real estate known and identified as Maris Grove Renaissance Gardens 1.0 located in Glen Mills County, State of Pa. and owned by Concord Campus LP

The UNDERSIGNED, for and in consideration of the sum of _____ (\$ 130,000.-) in payment of invoice or application dated 5-13-09 and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby waive and release any and all liens or claims of right of lien on the aforementioned property and improvements thereon, and on monies or other consideration due or to become due on account of labor or services, materials, fixtures or apparatus heretofore furnished, prior to 5-31, 20 09, except for the retention stated above.

The UNDERSIGNED, respectfully warrants that the contract status set forth above is an accurate statement, and no other sums are claimed, that all laborers, subcontractors, and suppliers employed by him have been paid all sums previously due and all current sums due out of this payment and that none of such laborers, subcontractors or suppliers is or will be entitled to claim or assert any claim against the above described real estate or the improvements thereon for labor or materials furnished to or for the account of the undersigned. (Upon request, the undersigned shall list the name of each of his subcontractors, and suppliers, with contract and payment status, on CTI's form F-3926 - Contractors and Subcontractors Affidavit, attach same hereto and upon request furnish waivers from said parties).

Signed this 17 day of May, 20 09.
 By: Ralph [Signature]
United Construction Services Inc
 Contractor/Supplier/Subcontractor
General Manager
 (Title)

Signed and sworn to before me this 13 day of May, 20 09.
 My Commission Expires: 4/8/10
Jane Pangburn
 Notary Public



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.

Henry G. C. Gammage
United States Bankruptcy Judge

Signed November 2, 2009

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 (SGJ)

Chapter 11

Jointly Administered

ORDER GRANTING COMPLEX
CHAPTER 11 BANKRUPTCY CASE TREATMENT

This bankruptcy case was filed on October 19, 2009. A Notice of Designation as Complex Chapter 11 Case was filed. After review of the initial pleadings filed in this case, the court concludes that this case appears to be a complex Chapter 11 case. Accordingly, unless the court orders otherwise,

IT IS ORDERED:

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.

1. The debtor shall maintain a service list identifying the parties that must be served whenever a motion or other pleading requires notice. Unless otherwise required by the Bankruptcy Code or Rules, notices of motions and other matters will be limited to the parties on the service list.

- a. The service list shall initially include the debtor, debtor's counsel, counsel for the unsecured creditors' committee, the U.S. Trustee, all secured creditors, the 20 largest unsecured creditors of each debtor, any indenture trustee, any state attorneys general and regulatory agencies charged with oversight of the debtors, and any party that requests notice;
- b. Any party in interest that wishes to receive notice, other than as listed on the service list, shall be added to the service list by filing and serving the debtor and debtor's counsel with a notice of appearance and request for service.
- c. Parties on the service list, who have not otherwise consented to service by e-mail, through the act of becoming a registered e-filer in this district, are encouraged to provide an e-mail address for service of process and to authorize service by e-mail; consent to e-mail service may be included in the party's notice of appearance and request for service; in the event a party has not consented to e-mail service, a "hard copy" shall be served by fax or by regular mail.
- d. The initial service list shall be filed within 3 days after entry of this order. A revised list shall be filed 7 days after the initial service list is filed. The debtor shall update the service list, and shall file a copy of the updated service list, (i) at least every 7 days during the first 30 days of the case; (ii) at least every 15 days during the next 60 days of the case; and (iii) at least every 30 days thereafter throughout the case.

2. The court sets the following dates and times for the next two months as the pre-set hearing date and time for hearing all motions and other matters in these cases: (i) December 4, 2009 at 9:30 am CST; and (ii) December 18, 2009 at 9:30 am CST. Settings for the following months will be published by the court no later than 30 days prior to the first hearing date in the said following months. (There may be exceptions; those exceptions will be noted on the court's internet schedule, available at www.txnb.uscourts.gov.)

- a. All motions and other matters requiring hearing, but not requiring expedited or emergency hearing, shall be noticed for hearing, on the next hearing day that is at least 23 days after the notice is mailed. As a preface to each pleading, just below the case caption, [in lieu of the language required by any Local Bankruptcy Rule] the pleading shall state:

A HEARING WILL BE CONDUCTED ON THIS MATTER ON _____ AT _____ AM/PM IN COURTROOM _____, [COURTHOUSE NAME & ADDRESS], _____, TEXAS.

In addition, if the relief sought in the pleading may be urged subject to negative notice, as permitted by Local Bankruptcy Rules 9007.1 and 9014.1 and General Order 2005-01, the pleading may further state:

IF YOU OBJECT TO THE RELIEF REQUESTED, YOU MUST RESPOND IN WRITING, SPECIFICALLY ANSWERING EACH PARAGRAPH OF THIS PLEADING. UNLESS OTHERWISE DIRECTED BY THE COURT, YOU MUST FILE YOUR RESPONSE WITH THE CLERK OF THE BANKRUPTCY COURT WITHIN TWENTY-THREE DAYS FROM THE DATE YOU WERE SERVED WITH THIS PLEADING. YOU MUST SERVE A COPY OF YOUR RESPONSE ON THE PERSON WHO SENT YOU THE NOTICE;

OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

- b. All motions and other matters requiring expedited or emergency hearing shall comply with the usual court requirements for explanation and verification of the need for emergency or expedited hearing. Specifically, if a party in interest has a situation that it believes requires consideration on less than 23-days' notice, or an emergency that it believes requires consideration on less than 5 business days' notice, then the party should file and serve a separate, written motion for expedited hearing, with respect to the underlying motion. The court will make its best effort to rule on the motion for expedited or emergency hearing within 24 hours of the time it is presented. If the court grants the motion for expedited or emergency hearing, the underlying motion will be set by the courtroom deputy at the next available pre-set hearing day or at some other appropriate shortened date approved by the court. The party requesting the hearing shall be responsible for providing proper notice in accordance with this order and the Bankruptcy Code and Rules.

3. Emergency and expedited hearings (and other hearings in limited circumstances) in this case may be conducted by telephone or, where available, video. The court uses Court Call as its conference call operator for all telephonic appearances. There is a fee for this service. The contact number for Court Call is: (866) 582-6878. Parties with questions regarding participating by telephone should call the courtroom deputy, Traci Davis, at 214-753-2046. The court has previously entered an Order on October 26, 2009 giving parties-in-interest blanket permission to appear by telephone (through the Court Call procedure), so long as they do not intend to introduce evidence or make extensive legal argument during the hearing. Parties should consult the October 26, 2009 Order for further details regarding participating

telephonically. All state attorneys general and regulatory agencies charged with oversight of the debtors shall have standing permission to appear by telephone in this case.

4. If a matter is properly noticed for hearing and the parties reach a settlement of the dispute prior to the final hearing, the parties may announce the settlement at the scheduled hearing. If the court determines that the notice of the dispute and the hearing is adequate notice of the effects of the settlement, (i.e., that the terms of the settlement are not materially different from what parties in interest could have expected if the dispute were fully litigated), the court may approve the settlement at the hearing without further notice of the terms of the settlement.

5. The debtor shall give notice of this order to all parties in interest within 7 days. If any party in interest, at anytime, objects to the provisions of this order, that party shall file a motion articulating the objection and the relief requested. After hearing the objection and any responses the court may reconsider any part of this order and may grant relief, if appropriate.

###End of Order###

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PROPOSED ATTORNEYS FOR THE DEBTORS
AND DEBTORS IN POSSESSION

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

In re:

**ERICKSON RETIREMENT
COMMUNITIES, LLC, *et al.*¹**

Debtors.

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CASE NO. 09-37010

CHAPTER 11

Jointly Administered

NOTICE OF ENTRY OF ORDER

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.

PLEASE TAKE NOTICE that on November 2, 2009 the Court entered that certain Order Granting Complex Chapter 11 Bankruptcy Case Treatment ("Complex Case Order"). A copy of the Complex Case Order is attached hereto.

PLEASE TAKE FURTHER NOTICE that pursuant to the Complex Case Order, the court sets the following dates and times for the next two months as the pre-set hearing date and time for hearing all motions and other matters in these cases: (i) December 4, 2009 at 9:30 am CST; and (ii) December 18, 2009 at 9:30 am CST. Settings for the following months will be published by the court no later than 30 days prior to the first hearing date in the said following months. (There may be exceptions; those exceptions will be noted on the court's internet schedule, available at www.txnb.uscourts.gov.)

PLEASE TAKE FURTHER NOTICE that if any party in interest, at anytime, objects to the provisions of the Complex Case Order, that party shall file a motion articulating the objection and the relief requested. After hearing the objection and any responses the court may reconsider any part of the Complex Case Order and may grant relief, if appropriate.

Dated: November 9, 2009
Dallas, Texas

DLA PIPER LLP (US)

By: /s/ Vincent P. Slusher
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