


UNITED STATES BANKRUPTCY COURT Northern District of Texas (Dallas Division)		PROOF OF CLAIM
Name of Debtor: <u>Erickson Construction, LLC</u>		Case Number: <u>09-37016</u>
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): <u>MGT Trucking & Excavating, Inc.</u>		<div style="text-align: center; font-weight: bold; font-size: 1.2em;">FILED</div> <div style="text-align: center; font-weight: bold;">NOV 23 2009</div> <div style="text-align: center; font-size: small;">Court Claim Number: _____ (If known) TAWANA C. MARSHALL, CLERK U.S. BANKRUPTCY COURT NORTHERN DISTRICT OF TEXAS</div>
Name and address where notices should be sent: <u>Mitch Maneval</u> <u>7800 Industrial Ct</u> <u>Spring Grove, IL 60081</u>		
Telephone number: <u>815-675-3478</u>		
Name and address where payment should be sent (if different from above): <u>Same</u>		<input type="checkbox"/> 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. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
Telephone number: _____		
1. Amount of Claim as of Date Case Filed: <u>\$ 35,541.78</u> BMC GROUP 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. <input type="checkbox"/> 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.		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. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> 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). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> 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). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(____). Amount entitled to priority: \$ _____ <small>*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.</small>
2. Basis for Claim: <u>SERVICES PERFORMED</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: <u>5235</u> 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
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. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> 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: <u>\$ 35,541.78</u> Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 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.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: _____		
Date: <u>11/11/09</u> 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. <u>Carrie Haus Pric. Mgr.</u>		FOR COURT USE ONLY <div style="text-align: right;">Erickson Ret. Comm. LLC</div>  <div style="text-align: right;">00077</div>

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.

Mail original proof of claim form and copies of supporting documentation to:

If by regular mail:

BMC Group Inc
Attn: Erickson Retirement Communities, LLC
Claims Processing
PO Box 3020
Chanhassen, MN 55317-3020

If by messenger or overnight delivery:

BMC Group Inc
Attn: Erickson Retirement Communities, LLC
Claims Processing
18750 Lake Drive East
Chanhassen, MN 55317

Debtors

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

Case Number

09-37010
09-37018
09-37019
09-27021
09-37020
09-37013
09-37012
09-37016
09-37015
09-37022
09-37024
09-37023
09-37025
09-37017
09-37027
09-37026

Once filed, a "**Filed**" stamped copy of the proof of claim will be returned to the claimant within three (3) business days of docketing **If** the claimant encloses a stamped, self-addressed envelope with a copy of the proof of claim.

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)

Filing of Chapter 11 Bankruptcy Case	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.
Legal Advice	The staff of the bankruptcy clerk's office cannot give legal advice. Consult a lawyer to determine your rights in this case.
Creditors Generally May Not Take Certain Actions	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.
Meeting of Creditors	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.
Claims	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.
Discharge of Debts	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.
Bankruptcy Clerk's Office	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.
Creditor with a Foreign Address	Consult a lawyer familiar with United States bankruptcy law if you have any questions regarding your rights in this case.
Refer to Other Side for Important Deadlines and Notices	



CONTRACTORS ADJUSTMENT COMPANY

FAX REQUEST FORM FOR LIENS AND NOTICE OF CLAIMS

PHONE: 847-374-9402 FAX: 847-374-9407

***** PLEASE CALL TO CONFIRM FAX HAS BEEN RECEIVED *****

CLIENT INFORMATION (your company)

Company Name: *MGT Excavating*Phone #: *815-675-3478*Requested By: *Lance Haas*Fax #: *815-675-3420*Email Address: *lance@mgtexcavating.com*JOB/PROJECT INFORMATION: *Residential Gardens 1.0 Sitework*

Type of Project (Choose Only One)

- ☐ Condo ☐ Single Family Home ☐ Municipal/Government
☐ Townhouse ☐ School ☐ Commercial/Industrial
☒ Other _____

NAME AND ADDRESS OR EXACT LOCATION (be very specific)

Renaissance Garden
960 Audubon Way
Lincolnshire, IL 60069

LEGAL DESCRIPTION:

Lot #: _____ Pin #: _____ Subdivision Name: _____ Phase/Unit #: _____

Property Owner Name, Trust Company and/or Title Company (Escrow) and Address:

Lincolnshire Campus, LLC (Erickson)
701 Maiden Choice Ln.
Baltimore, Maryland 21228

FINANCIAL INFORMATION

ORIGINAL CONTRACT AMOUNT

\$ *176,000*

Date of Contract:

10/1/07

CHANGE ORDERS

\$ *169,522*

First Date of Labor or Material

9/29/07

NEW CONTRACT AMOUNT

\$ *345,522*Last Date Material Supplied
or Significant Work*6/13/09*

EXTRAS

\$ *0*

CREDITS

\$ *0*

PAYMENTS

\$ *322,943.47*

BALANCE DUE

\$ *22,578.53*

Were Waivers Issued for the Outstanding Balance?

☐

YES



NO

CLIENT NAME: Not Excavating

JOB ADDRESS: _____

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ADDITIONAL PROJECT INFO...

Position in Project – Check Only One:

- | | | |
|---|---|--|
| <input type="checkbox"/> Prime Contractor | <input checked="" type="checkbox"/> Subcontractor | <input type="checkbox"/> Supplier to Subcontractor |
| <input type="checkbox"/> General Contractor | <input type="checkbox"/> Subcontractor to Subcontractor | <input type="checkbox"/> Supplier to Supplier |

YOUR FIRM CONTRACTED WITH WHOM ?

Please provide name, address, phone #, email & principal as shown on contract/credit app.

701 Maiden Choice Ln. Lincolnshire Campus, LLC - "owner"
Baltimore, Maryland 21228 (for Erickson Construction)
 Same address

Principal of this Company as known:

IF ABOVE IS NOT THE GC, Please provide name, address, phone, email & principal of General Contractor(GC)

Sedgebrook Inc. - "Operator"
701 Maiden Choice Ln.
Baltimore, Maryland 21228

SERVICES PROVIDED – Please check ONE of the following

- | | | |
|--|--|--|
| <input type="checkbox"/> Labor Only | <input type="checkbox"/> Material Only | <input checked="" type="checkbox"/> Labor & Material |
| <input type="checkbox"/> Rental Equip Only | <input type="checkbox"/> Rental Equip w/operator | <input type="checkbox"/> Other _____ |

Please give brief description of services provided (DO NOT LEAVE THIS BLANK)

Provide rough grading for R61.0 site

ADDITIONAL INSURED:

See attached

PLEASE COPY & ATTACH THE FOLLOWING TO THIS FAX: (Mandatory!!!)

- | |
|---|
| <input type="checkbox"/> Written contract |
| <input type="checkbox"/> General Contractors Payment Bond |
| <input checked="" type="checkbox"/> First 3 pages of Contract & Signature page of contract or project |

If you do not have a written contract, please fax a copy of the following items

- | |
|---|
| <input type="checkbox"/> Purchase order |
| <input type="checkbox"/> First and last invoice |
| <input type="checkbox"/> Credit Application |

Erickson Construction

Certificate issued to Erickson Construction
Crissie Insurance Group

09/30/2008

09/30/2008

Addendum to Certificate of Insurance issued to Erickson Construction, LLC

The following are included as Additional Insured For all projects at the Sedgebrook Community located in Lincolnshire Illinois with respects to General Liability per form CG7157 0804 and CG2037 0704. Coverage afforded the additional insureds with respects to General Liability is Primary and Non-Contributory and includes Waiver of Subrogation:

Erickson Construction LLC, Erickson Retirement Communities LLC, Lincolnshire Campus LLC, Sedgebrook, Inc., and all subsidiary companies, members, directors, agents, officers, employees and partners thereof

Sovereign Bank (Lender)

CNL Retirement ER5, LP (Lender)

NSA Architects, Engineers, Planners (Architects/Engineers)

Wallace, Roberts & Todd, LLC

V3 Consultants (Civil Engineer)

Kenneth Weikal Landscape Architecture (Landscape Architect)

Carl Walker, Inc. (Structural Engineer)

TVA Fire & Life Safety, Inc. (Fire Protection Consultant)

Desai/Nasr Consulting Engineers (Structural Engineer)

Contract Number: 1

SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR

THIS SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR (this "Agreement") is made as of 10/01/2007 by and between ERICKSON CONSTRUCTION, LLC (the "Contractor"), having an address of 703 Maiden Choice Road, Baltimore, Maryland 21228, Attn: Pete Szpak; and MGT Trucking & Excavating, Inc. (the "Subcontractor"), having an address of 7800 Industrial Court, Spring Grove, IL, 60081.

RECITALS

A. The Contractor has made a contract for construction dated as of 10/08/2007 (the "Prime Contract") with Lincolnshire Campus, LLC (the "Owner"), having an address of 701 Maiden Choice Lane, Baltimore, Maryland 21228. A copy of the Prime Contract containing all provisions applicable to Subcontractor shall be made available to the Subcontractor, upon request, in Contractor's general offices.

B. The Prime Contract is for the provision of labor, materials and services in connection with the construction of Sedgebrook RG1.0 Site Work, 960 Audubon Way, being part of a project known as Sedgebrook, Inc., located in Lincolnshire, Illinois (the "Project").

C. The Architect for the Work (as such term is defined in Section 2.1 below) is V3 Companies of Illinois, Ltd. (the "Architect"), having an address of 7325 Janes Avenue, Woodridge, IL, 60517.

D. The Developer of the Project is Erickson Retirement Communities, LLC (the "Developer"), having an address of 701 Maiden Choice Lane, Baltimore, Maryland 21228.

E. The Operator of the Project is Sedgebrook, Inc. (the "Operator"), having an address of 701 Maiden Choice Lane, Baltimore, Maryland 21228.

NOW THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor hereby agrees to hire the Subcontractor to perform the Work, and the Subcontractor hereby agrees to perform the Work, on the terms and conditions hereinafter set forth in this Subcontract.

1. THE SUBCONTRACT DOCUMENTS.

1.1. The Subcontract Documents consist of (1) this Subcontract; (2) provisions of the Prime Contract applicable to the Work, (including all General Conditions to the Prime Contract, and all Drawings and Specifications, as such terms are defined in the Prime Contract); (3) other documents listed in Section 1.2 below; and (4) modifications to this Subcontract issued after execution of this Subcontract. To the extent any terms of this Subcontract are in conflict with the terms of the Prime Contract, the terms of this Subcontract shall control. The Subcontract Documents form the Subcontract, and are as fully a part of this Subcontract as if attached to this Subcontract or repeated herein. The Subcontract represents the entire and integrated Subcontract between the parties hereto and supersedes all prior negotiations, representations or Subcontracts, either written or oral. All initially capitalized terms used herein, unless otherwise defined in this Subcontract, shall have the meanings given such terms in the Prime Contract.

1.2. To the extent not listed directly above, the Subcontract Documents, except for Modifications issued after execution of this Subcontract, are enumerated as follows: (on Exhibit A attached hereto)

2. THE WORK OF THIS SUBCONTRACT.

2.1. The term "Work" shall mean and refer to all labor, supervision, materials and services scaffolding, tools, equipment, supplies, hoisting, vertical transportation and all other things necessary for the construction and completion of the work described in Exhibit B and work incidental thereto, in strict accordance and full compliance with the terms of the Subcontract Documents (which are hereby incorporated by reference) and this Subcontract and to the satisfaction of Contractor and the Owner.

2.2. The Subcontractor shall execute the Work described below (or if noted below, on Exhibit B attached hereto), including but not limited to, all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract to be the responsibility, of others:

- Exhibit B, Description of work, attached.
- The Work consists of Earthwork Contract (Sub).

2.3. Subcontractor shall carefully examine the Subcontract Documents and shall promptly notify Contractor in writing of any deficiencies, discrepancies, ambiguities or errors before proceeding with the Work.

Contract Number: 1

2.4 Subcontractor represents that it is fully qualified to perform this Subcontract, and acknowledges that, prior to the execution of this Subcontract, it has (a) by its own independent investigation ascertained (i) the Work required by this Subcontract, (ii) the conditions involved in performing the Work, and (iii) the obligations of this Subcontract and the Contract Documents; and (b) verified all information furnished by Contractor or others satisfying itself as to the correctness and accuracy of that information. Any failure by Subcontractor to investigate independently and become fully informed will not relieve Subcontractor from its responsibilities hereunder.

3. CONSTRUCTION SCHEDULE.

3.1. **DATE OF COMMENCEMENT.** The date of commencement shall be the date of this Subcontract, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Contractor:

Date of Commencement: 10/01/2007

3.1.1. From time to time throughout the term of this Subcontract, the Contractor shall provide the Subcontractor with copies of the Contractor's construction schedule and schedule of submittals, together with such additional scheduling details as will enable the Subcontractor to plan and perform the Work properly. The Subcontractor shall be notified promptly of subsequent changes in the construction and submittal schedules and additional scheduling details.

3.1.2. If requested by Contractor, Subcontractor shall submit detailed schedules for performance of the Subcontract, in a form acceptable to Contractor, which shall comply with all scheduling requirements of the Subcontract Documents. Contractor may from time to time, at its sole discretion, direct Subcontractor to make reasonable modifications and revisions in such schedules.

3.1.3. Subcontractor will proceed with the Work in a prompt and diligent manner, in accordance with Contractor's schedules as reasonably amended from time to time. Subcontractor shall be liable to Contractor for failure to adhere to Contractor's construction schedules including amendments even if such schedules differ from schedules set forth in the Subcontract Documents or the time of completion called for by the Subcontract Documents.

3.1.4. Subcontractor shall be entitled to additional compensation for compliance with schedule amendments or damages for delay only to the extent the Subcontract Documents entitle Contractor to damages or to a contract adjustment increasing the price of the Prime Contract.

3.2. **SUBMITTALS.** Subcontractor shall make all submittals required by this Subcontract, including shop drawings, test reports, and certificates, within seven (7) days following the Date of Commencement. Subcontractor must revise and resubmit any submittals within seven (7) days after such items are returned to Subcontractor for correction.

3.3. SUBSTANTIAL COMPLETION.

3.3.1. The Project shall be substantially completed not later than ^{3/31/09}11/01/2007, ("Substantial Completion") subject to adjustments as provided in the Subcontract Documents (see Exhibit B attached hereto for details). Subcontractor must complete its Work on the Project in the necessary time sequence to assure that the Project, including the Work and the work of Contractor and all other subcontractor's on the Project, is substantially completed by the date listed above in this Section 3.3.1.

3.4. **TIME IS OF THE ESSENCE.** Time is of the essence of this Subcontract, subject to any applicable notice and cure periods provided in the Subcontract.

4. SUBCONTRACT SUM.

4.1. **SUBCONTRACT SUM.** The Contractor shall pay the Subcontractor in current funds for performance of the Subcontract the Subcontract Sum of one hundred seventy-six thousand Dollars and zero Cents (\$176,000.00) subject to additions and deductions as provided in the Subcontract.

4.2. ALTERNATES.

4.2.1. The Subcontract Sum includes the following alternates, (or if noted below, as set forth on Exhibit C attached hereto), if any, which are described in the Subcontract and have been accepted by the Owner and the Contractor:

 X See Exhibit C attached.


 Alternates are included in Exhibit C attached:

Contract Number: 1
Exhibit H, Sched D - Insurance Requirements Sched. D

This Agreement entered into as of the day and year first written above.

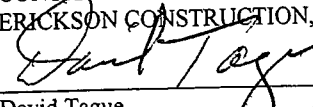
WITNESS:



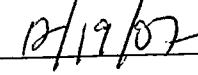


CONTRACTOR
ERICKSON CONSTRUCTION, LLC

By:

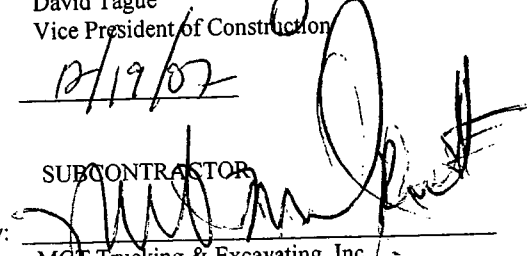

David Tague
Vice President of Construction

Dated:

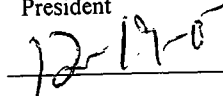


SUBCONTRACTOR

By:


MGT Trucking & Excavating, Inc.
Mitch Maneval
President

Dated:





CONTRACTORS ADJUSTMENT COMPANY

FAX REQUEST FORM FOR LIENS AND NOTICE OF CLAIMS

PHONE: 847-374-9402 FAX: 847-374-9407

***** PLEASE CALL TO CONFIRM FAX HAS BEEN RECEIVED *****

CLIENT INFORMATION (your company)	
Company Name: <i>MOT Excavating</i>	Phone #: <i>815-675-3478</i>
Requested By: <i>Lance Haas</i>	Fax #: <i>815-675-3420</i>
Email Address: <i>lance@motexcavating.com</i>	
JOB/PROJECT INFORMATION: <i>Residential Gardens 1.0 Building</i>	

Type of Project (Choose Only One)

- ☐ Condo ☐ Single Family Home ☐ Municipal/Government
☐ Townhouse ☐ School ☐ Commercial/Industrial
☒ Other _____

NAME AND ADDRESS OR EXACT LOCATION (be very specific)

Renaissance Garden
960 Audubon Way
Lincolnshire, IL 60069

LEGAL DESCRIPTION:

Lot #: _____ Pin #: _____ Subdivision Name: _____ Phase/Unit #: _____

Property Owner Name, Trust Company and/or Title Company (Escrow) and Address:

Lincolnshire Campus, LLC (Erickson)
701 Maiden Choice Ln
Lincolnshire, IL 60128

FINANCIAL INFORMATION

ORIGINAL CONTRACT AMOUNT	\$ <i>237,000</i>	Date of Contract:	<i>10/1/07</i>
CHANGE ORDERS	\$ <i>14,285</i>	First Date of Labor or Material	<i>11/24/07</i>
NEW CONTRACT AMOUNT	\$ <i>251,285</i>	Last Date Material Supplied or Significant Work	<i>6/13/09</i>
EXTRAS	\$ <i>0</i>		
CREDITS	\$ <i>0</i>		
PAYMENTS	\$ <i>238,321.75</i>		
BALANCE DUE	\$ <i>12,963.25</i>		

Were Waivers Issued for the Outstanding Balance?

☐

YES



NO

CLIENT NAME: MGT Excavating JOB ADDRESS: _____

Page 2

ADDITIONAL PROJECT INFO ...

Position in Project – Check Only One:

- | | | |
|---|---|--|
| <input type="checkbox"/> Prime Contractor | <input checked="" type="checkbox"/> Subcontractor | <input type="checkbox"/> Supplier to Subcontractor |
| <input type="checkbox"/> General Contractor | <input type="checkbox"/> Subcontractor to Subcontractor | <input type="checkbox"/> Supplier to Supplier |

YOUR FIRM CONTRACTED WITH WHOM ?

Please provide name, address, phone #, email & principal as shown on contract/credit app.

Lincolnshire Campus, LLC - "owner" (for Erickson Construction)
701 Maiden Choice Ln. Same address
Baltimore, Maryland 21228

Principal of this Company as known:

IF ABOVE IS NOT THE GC, Please provide name, address, phone, email & principal of General Contractor(GC)

Sedgebrook Inc. - "operator" (for Erickson Construction)
701 Maiden Choice Ln. Same address
Baltimore, Maryland 21228

SERVICES PROVIDED – Please check ONE of the following

- | | | |
|--|--|--|
| <input type="checkbox"/> Labor Only | <input type="checkbox"/> Material Only | <input checked="" type="checkbox"/> Labor & Material |
| <input type="checkbox"/> Rental Equip Only | <input type="checkbox"/> Rental Equip w/operator | <input type="checkbox"/> Other _____ |

Please give brief description of services provided (DO NOT LEAVE THIS BLANK)

Excavation + Backfill of RGL 0 Building

ADDITIONAL INSURED:

See attached

PLEASE COPY & ATTACH THE FOLLOWING TO THIS FAX: (Mandatory!!!)

- | |
|--|
| <input type="checkbox"/> Written contract |
| <input type="checkbox"/> General Contractors Payment Bond |
| <input type="checkbox"/> First 3 pages of Contract & Signature page of contract or project |

If you do not have a written contract, please fax a copy of the following items

- | |
|---|
| <input type="checkbox"/> Purchase order |
| <input type="checkbox"/> First and last invoice |
| <input type="checkbox"/> Credit Application |

Erickson Contruction

**Certificate issued to Erickson Contruction
Crissie Insurance Group**

09/30/2008

09/30/2008

Addendum to Certificate of Insurance issued to Erickson Construction, LLC

The following are included as Additional Insured For all projects at the Sedgebrook Community located in Lincolnshire Illinois with respects to General Liability per form CG7157 0804 and CG2037 0704. Coverage afforded the additional insureds with respects to General Liability is Primary and Non-Contributory and includes Waiver of Subrogation:

Erickson Construction LLC, Erickson Retirement Communities LLC, Lincolnshire Campus LLC, Sedgebrook, Inc., and all subsidiary companies, members, directors, agents, officers, employees and partners thereof

Sovereign Bank (Lender)

CNL Retirement ER5, LP (Lender)

NSA Architects, Engineers, Planners (Architects/Engineers)

Wallace, Roberts & Todd, LLC

V3 Consultants (Civil Engineer)

Kenneth Weikal Landscape Architecture (Landscape Architect)

Carl Walker, Inc. (Structural Engineer)

TVA Fire & Life Safety, Inc. (Fire Protection Consultant)

Desai/Nasr Consulting Engineers (Structural Engineer)

Contract Number: 2

SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR

THIS SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR (this "Agreement") is made as of 10/01/2007 by and between ERICKSON CONSTRUCTION, LLC (the "Contractor"), having an address of 703 Maiden Choice Road, Baltimore, Maryland 21228, Attn: Pete Szpak; and MGT Trucking & Excavating, Inc. (the "Subcontractor"), having an address of 7800 Industrial Court, Spring Grove, IL, 60081.

RECITALS

A. The Contractor has made a contract for construction dated as of 11/01/2007 (the "Prime Contract") with Lincolnshire Campus, LLC (the "Owner"), having an address of 701 Maiden Choice Lane, Baltimore, Maryland 21228. A copy of the Prime Contract containing all provisions applicable to Subcontractor shall be made available to the Subcontractor, upon request, in Contractor's general offices.

B. The Prime Contract is for the provision of labor, materials and services in connection with the construction of Sedgebrook RG1.0, 20 Riverside Rd., being part of a project known as Sedgebrook, Inc., located in Lincolnshire, Illinois (the "Project").

C. The Architect for the Work (as such term is defined in Section 2.1 below) is Wallace Roberts & Todd, LLC (the "Architect"), having an address of 1700 Market Street, Philadelphia, PA, 19103.

D. The Developer of the Project is Erickson Retirement Communities, LLC (the "Developer"), having an address of 701 Maiden Choice Lane, Baltimore, Maryland 21228.

E. The Operator of the Project is Sedgebrook, Inc. (the "Operator"), having an address of 701 Maiden Choice Lane, Baltimore, Maryland 21228.

NOW THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor hereby agrees to hire the Subcontractor to perform the Work, and the Subcontractor hereby agrees to perform the Work, on the terms and conditions hereinafter set forth in this Subcontract.

1. THE SUBCONTRACT DOCUMENTS.

1.1. The Subcontract Documents consist of (1) this Subcontract; (2) provisions of the Prime Contract applicable to the Work, (including all General Conditions to the Prime Contract, and all Drawings and Specifications, as such terms are defined in the Prime Contract); (3) other documents listed in Section 1.2 below; and (4) modifications to this Subcontract issued after execution of this Subcontract. To the extent any terms of this Subcontract are in conflict with the terms of the Prime Contract, the terms of this Subcontract shall control. The Subcontract Documents form the Subcontract, and are as fully a part of this Subcontract as if attached to this Subcontract or repeated herein. The Subcontract represents the entire and integrated Subcontract between the parties hereto and supersedes all prior negotiations, representations or Subcontracts, either written or oral. All initially capitalized terms used herein, unless otherwise defined in this Subcontract, shall have the meanings given such terms in the Prime Contract.

1.2. To the extent not listed directly above, the Subcontract Documents, except for Modifications issued after execution of this Subcontract, are enumerated as follows: (on Exhibit A attached hereto)

2. THE WORK OF THIS SUBCONTRACT.

2.1. The term "Work" shall mean and refer to all labor, supervision, materials and services scaffolding, tools, equipment, supplies, hoisting, vertical transportation and all other things necessary for the construction and completion of the work described in Exhibit B and work incidental thereto, in strict accordance and full compliance with the terms of the Subcontract Documents (which are hereby incorporated by reference) and this Subcontract and to the satisfaction of Contractor and the Owner.

2.2. The Subcontractor shall execute the Work described below (or if noted below, on Exhibit B attached hereto), including but not limited to, all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract to be the responsibility, of others:

- Exhibit B, Description of work, attached.
- The Work consists of Earthwork Contract (Sub).

2.3. Subcontractor shall carefully examine the Subcontract Documents and shall promptly notify Contractor in writing of any deficiencies, discrepancies, ambiguities or errors before proceeding with the Work.

Contract Number: 2

2.4 Subcontractor represents that it is fully qualified to perform this Subcontract, and acknowledges that, prior to the execution of this Subcontract, it has (a) by its own independent investigation ascertained (i) the Work required by this Subcontract, (ii) the conditions involved in performing the Work, and (iii) the obligations of this Subcontract and the Contract Documents; and (b) verified all information furnished by Contractor or others satisfying itself as to the correctness and accuracy of that information. Any failure by Subcontractor to investigate independently and become fully informed will not relieve Subcontractor from its responsibilities hereunder.

3. CONSTRUCTION SCHEDULE.

3.1. **DATE OF COMMENCEMENT.** The date of commencement shall be the date of this Subcontract, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Contractor:

Date of Commencement: 09/17/2007

3.1.1. From time to time throughout the term of this Subcontract, the Contractor shall provide the Subcontractor with copies of the Contractor's construction schedule and schedule of submittals, together with such additional scheduling details as will enable the Subcontractor to plan and perform the Work properly. The Subcontractor shall be notified promptly of subsequent changes in the construction and submittal schedules and additional scheduling details.

3.1.2. If requested by Contractor, Subcontractor shall submit detailed schedules for performance of the Subcontract, in a form acceptable to Contractor, which shall comply with all scheduling requirements of the Subcontract Documents. Contractor may from time to time, at its sole discretion, direct Subcontractor to make reasonable modifications and revisions in such schedules.

3.1.3. Subcontractor will proceed with the Work in a prompt and diligent manner, in accordance with Contractor's schedules as reasonably amended from time to time. Subcontractor shall be liable to Contractor for failure to adhere to Contractor's construction schedules including amendments even if such schedules differ from schedules set forth in the Subcontract Documents or the time of completion called for by the Subcontract Documents.

3.1.4. Subcontractor shall be entitled to additional compensation for compliance with schedule amendments or damages for delay only to the extent the Subcontract Documents entitle Contractor to damages or to a contract adjustment increasing the price of the Prime Contract.

3.2. **SUBMITTALS.** Subcontractor shall make all submittals required by this Subcontract, including shop drawings, test reports, and certificates, within seven (7) days following the Date of Commencement. Subcontractor must revise and resubmit any submittals within seven (7) days after such items are returned to Subcontractor for correction.

3.3. SUBSTANTIAL COMPLETION.

3.3.1. The Project shall be substantially completed not later than 03/31/2009, ("Substantial Completion") subject to adjustments as provided in the Subcontract Documents (see Exhibit B attached hereto for details). Subcontractor must complete its Work on the Project in the necessary time sequence to assure that the Project, including the Work and the work of Contractor and all other subcontractor's on the Project, is substantially completed by the date listed above in this Section 3.3.1.

3.4. **TIME IS OF THE ESSENCE.** Time is of the essence of this Subcontract, subject to any applicable notice and cure periods provided in the Subcontract.

4. SUBCONTRACT SUM.

4.1. **SUBCONTRACT SUM.** The Contractor shall pay the Subcontractor in current funds for performance of the Subcontract the Subcontract Sum of two hundred thirty-seven thousand Dollars and zero Cents (\$237,000.00) subject to additions and deductions as provided in the Subcontract.

4.2. ALTERNATES.

4.2.1. The Subcontract Sum includes the following alternates, (or if noted below, as set forth on Exhibit C attached hereto), if any, which are described in the Subcontract and have been accepted by the Owner and the Contractor:

 X See Exhibit C attached.

 Alternates are included in Exhibit C attached:

Contract Number: 2

~~Exhibit H, Sched A - Insurance Requirements Sched. A~~

~~Exhibit H, Sched B - Insurance Requirements Sched. B~~

~~Exhibit H, Sched C - Insurance Requirements Sched. C~~

Exhibit H, Sched D - Insurance Requirements Sched. D

102 W

This Agreement entered into as of the day and year first written above.

WITNESS:

E. A. Vance

Carrie Hoss

CONTRACTOR
ERICKSON CONSTRUCTION, LLC

By:

David Tague
David Tague
Vice President

Dated:

1/25/08

SUBCONTRACTOR

By:

Mitch Manevel
MGT Trucking & Excavating, Inc.
Mitch Manevel
President

Dated:

1/22/08

[Handwritten initials]