

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.
PO Box 365
UWichland, Pa. 19480 OR
122 Oscar Way
Chester Springs, Pa. 19425

Court Claim Number: (If known)

Telephone number: 610-321-1300

Filed on: 11/12/09

Name and address where payment should be sent (if different from above) (Same)

RECEIVED

FILED

NOV 25 2009

NOV 20 2009

Telephone number:

BMC GROUP

TAWANA C. MARSHALL, CLERK

U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

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.)

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: 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

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

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).

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

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

Amount entitled to priority:

\$

*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.

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: 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



Bruce E. Irrgang President

UNITED CONSTRUCTION SERVICES, INC.

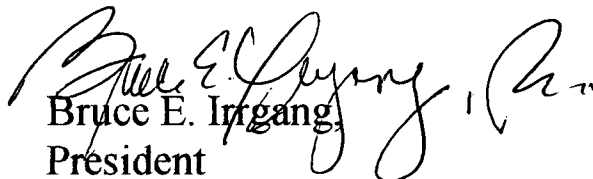
ACOUSTICAL*INSULATION*DRYWALL*CARPENTRY

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 SURETY COMPANY

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

Timonium, MD. 21094-5605

FAX # (410) 453-9523

Contract Status Inquiry

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 MadiganSignature: Title: Senior Director - FinanceDate: 7/23/09Phone: (410) 402-2366Fax: (410) 402-2401E-mail: kmadigan@erickson.com

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: Erickson 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			
FOR: Drywall						

CONTRACTOR'S SUMMARY OF WORK

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

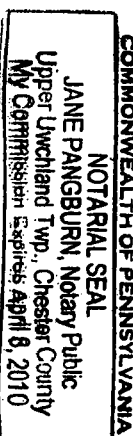
1. CONTRACT AMOUNT \$2,600,000.00
2. SUM OF ALL CHANGE ORDERS \$0.00
3. CURRENT CONTRACT AMOUNT (Line 1+/-2) \$2,600,000.00
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page) 100% \$2,600,000.00
5. RETAINAGE:
 - a. 10.00% of Completed Work (Columns D + E on Continuation Page) \$0.00
 - b. 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.

CONTINUATION PAGE #330 PROJECT: Renaissance Gardens
 MARIS GROVE
 GLEN MILLS, PA
 DATE OF APPLICATION: 5/13/2009
 PERIOD THRU: 5/13/2009
 PROJECT #: 512-RG1.0

ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		MATERIAL STORED IN D O	TOTAL COMPLETED AND STORED (D + E + F)	PERCENT COMPLETED (E / C)	BALANCE TO COMPLETION (+C-D-E)	RETAINAGE (IF VARIABLE)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
12	acoustical material	\$69,000.00	\$69,000.00	\$0.00		\$69,000.00	100%	\$0.00	\$0.00
13	acoustical labor	\$42,500.00	\$42,500.00	\$0.00		\$42,500.00	100%	\$0.00	\$0.00
14	interior metal material	\$169,200.00	\$169,200.00	\$0.00		\$169,200.00	100%	\$0.00	\$0.00
15	interior metal labor	\$178,700.00	\$178,700.00	\$0.00		\$178,700.00	100%	\$0.00	\$0.00
16	exterior metal material	\$176,900.00	\$176,900.00	\$0.00		\$176,900.00	100%	\$0.00	\$0.00
17	exterior metal labor	\$181,100.00	\$181,100.00	\$0.00		\$181,100.00	100%	\$0.00	\$0.00
18	insulation/vapor barrier mat	\$109,700.00	\$109,700.00	\$0.00		\$109,700.00	100%	\$0.00	\$0.00
19	insulation/vapor barrier lab	\$56,600.00	\$56,600.00	\$0.00		\$56,600.00	100%	\$0.00	\$0.00
20	fire saftng/sealant mat	\$54,800.00	\$54,800.00	\$0.00		\$54,800.00	100%	\$0.00	\$0.00
21	fire saftng/sealant lab	\$68,900.00	\$68,900.00	\$0.00		\$68,900.00	100%	\$0.00	\$0.00
22	gypsum sheathing material	\$31,100.00	\$31,100.00	\$0.00		\$31,100.00	100%	\$0.00	\$0.00
23	gypsum sheathing labor	\$37,700.00	\$37,700.00	\$0.00		\$37,700.00	100%	\$0.00	\$0.00
24	drywall hanging material	\$160,000.00	\$160,000.00	\$0.00		\$160,000.00	100%	\$0.00	\$0.00
25	drywall hanging labor	\$161,800.00	\$161,800.00	\$0.00		\$161,800.00	100%	\$0.00	\$0.00
26	drywall finishing material	\$36,800.00	\$36,800.00	\$0.00		\$36,800.00	100%	\$0.00	\$0.00
27	drywall finishing labor	\$157,800.00	\$157,800.00	\$0.00		\$157,800.00	100%	\$0.00	\$0.00
28	shafwall system	\$33,000.00	\$33,000.00	\$0.00		\$33,000.00	100%	\$0.00	\$0.00
29	FRP panels Material	\$9,700.00	\$9,700.00	\$0.00		\$9,700.00	100%	\$0.00	\$0.00
30	FRP panels Labor	\$9,000.00	\$9,000.00	\$0.00		\$9,000.00	100%	\$0.00	\$0.00
31	Hard-Plank Material	\$115,000.00	\$115,000.00	\$0.00		\$115,000.00	100%	\$0.00	\$0.00
32	Hard-Plank Labor	\$110,800.00	\$110,800.00	\$0.00		\$110,800.00	100%	\$0.00	\$0.00
33	engineering	\$6,500.00	\$6,500.00	\$0.00		\$6,500.00	100%	\$0.00	\$0.00
34	Rough Carpentry Material	\$26,600.00	\$26,600.00	\$0.00		\$26,600.00	100%	\$0.00	\$0.00
35	Rough Carpentry Labor	\$33,600.00	\$33,600.00	\$0.00		\$33,600.00	100%	\$0.00	\$0.00
36	Tyvek	\$19,200.00	\$19,200.00	\$0.00		\$19,200.00	100%	\$0.00	\$0.00
37	BOND	\$38,800.00	\$38,800.00	\$0.00		\$38,800.00	100%	\$0.00	\$0.00
38	Versarock Material	\$96,000.00	\$96,000.00	\$0.00		\$96,000.00	100%	\$0.00	\$0.00
39	Versarock Labor	\$57,000.00	\$57,000.00	\$0.00		\$57,000.00	100%	\$0.00	\$0.00
40	Metal deck Material	\$40,500.00	\$40,500.00	\$0.00		\$40,500.00	100%	\$0.00	\$0.00
41	Metal deck Labor	\$19,000.00	\$19,000.00	\$0.00		\$19,000.00	100%	\$0.00	\$0.00
42	Roof Truss Material	\$146,500.00	\$146,500.00	\$0.00		\$146,500.00	100%	\$0.00	\$0.00
43	Roof truss Labor	\$51,400.00	\$51,400.00	\$0.00		\$51,400.00	100%	\$0.00	\$0.00
44	Access Panels/misc Carpentry	\$5,800.00	\$5,800.00	\$0.00		\$5,800.00	100%	\$0.00	\$0.00
45	DOOR LABOR	\$59,000.00	\$59,000.00	\$0.00		\$59,000.00	100%	\$0.00	\$0.00
46	WINDOW LABOR	\$30,000.00	\$30,000.00	\$0.00		\$30,000.00	100%	\$0.00	\$0.00
47						\$0.00			\$0.00
48						\$0.00			\$0.00
49	TOTALS	\$2,600,000.00	\$2,600,000.00	\$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: PA)
COUNTY OF: CHESTER) S.S.

Original Contract Amount:	\$ <u>2,600,000.-</u>
Approved Change Orders:	\$ <u>0</u>
Adjusted Contract Amount:	\$ <u>2,600,000.-</u>
Completed to Date:	\$ <u>2,100,000.-</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 Ericsson 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, 2009, except for the retention stated above.

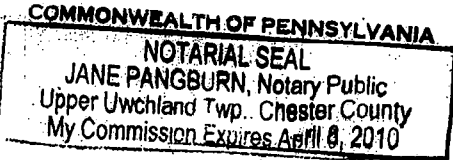
The UNDERSIGNED, respectfully warrants that the contract status set forth above is an accurate statement, and no other sums are claimed, that all laborers, subcontractors, and suppliers employed by him have been paid all sums previously due and all current sums due out of this payment and that none of 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 13 day of May, 2009.

Ralph J. Beer
United Construction Services Inc
Contractor/Supplier/Subcontractor
By: General Manager
(Title)

Signed and sworn to before me this 13 day of May, 2009.

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.

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.1**

Debtors.

§
§
§
§
§
§

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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