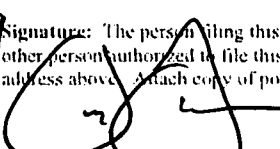

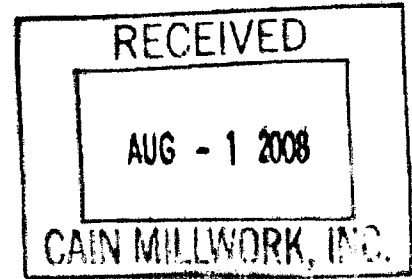


UNITED STATES BANKRUPTCY COURT Northern District of Texas (Dallas Division)		PROOF OF CLAIM
Name of Debtor: ERICKSON CONSTRUCTION, LLC		Case Number: 09-37010
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment 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): CAIN MILLWORK, INC.		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known)
Name and address where notices should be sent: c/o Lucas Fuksa Fuksa Khorshid, LLC 70 W. Erie, 3rd Flr., Chicago, IL 60654 Telephone number: (312) 266-2221		
Name and address where payment should be sent (if different from above): SAME		<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: BMC GROUP		
1. Amount of Claim as of Date Case Filed: \$ 184,558.99 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: \$ _____ *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.
2. Basis for Claim: <u>Services and goods sold</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: <u>2318</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 checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ <u>Unknown</u> Annual Interest Rate <u>10</u> % Amount of arrearage and other charges as of time case filed included in secured claim, If any: \$ _____ Basis for perfection: <u>Mechanics Lien</u> Amount of Secured Claim: \$ <u>184,558.99</u> Amount Unsecured: \$ <u>0.00</u>		
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>11/24/09</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.  LUCAS FUKSA, Attorney		FOR COURT USE ONLY Erickson Ret. Comm. LLC  00084

Erickson construction, LLC



July 31, 2008

Cain Millwork, Inc.
Attn: Don Lupa-President
One Cain Parkway
Rochelle, IL 61068

Re: *Sedgebrook Renaissance Garden-RG1.0 -Material Agreement*
Millwork

Dear Don:

Attached are four (4) copies of your Material Contract Agreement for the referenced project. Please initial each page, sign where indicated and return three (3) copies to this office for our approval. A final executed copy of the Contract will be returned to your office.

PRIOR TO ANY WORK ON THE PROJECT AND PRIOR TO ANY PAYMENT FOR WORK PERFORMED UNDER THIS CONTRACT, WE MUST RECEIVE EVIDENCE OF INSURANCE COVERAGE IN ACCORDANCE WITH THE LIABILITY AND INSURANCE REQUIREMENTS OF EXHIBIT "H" ATTACHED. CERTIFICATES OF INSURANCE MUST INCLUDE CG20-10 AND CG 20-37 ENDORSEMENT DOCUMENTS OR A CG 20-11.

ADDITIONAL INSURED ARE: Please reference the attached Certificates of Insurance General Requirements form for additional information.

PRIOR TO RETURN OF CONTRACT FOR EXECUTION, SECTION 6.1 MUST BE COMPLETED. (If subcontractor does not have a license, registration or sales tax registration number, include a copy of W-9 form with tax registration number).

Additionally, if included in the contract, the Performance and Payment Bonds must also be on file before any work starts.

Subcontract is to include a typed "addendum to Subcontract agreement" for any changes related to the subcontractor agreement. Altered subcontracts may not be executed.

Also, all original requisitions and invoices along with the schedule of values must be submitted to Erickson Construction, LLC no later than the 18th of the month, to the attention of the undersigned and at the address indicated below.

Thank you for your prompt attention to this matter.

Very truly yours,

ERICKSON CONSTRUCTION, L.L.C.

James G. Richards
Director of Construction

Enclosures
Cc: File

MATERIALS CONTRACT

This Materials Contract is made as of the 1 day of July, 2008 by and between Erickson Construction, LLC (the "Contractor"), whose mailing address is 701 Maiden Choice Lane, Catonsville, Maryland 21228 and Cain Millwork, Inc. (the "Supplier"), whose mailing address is One Cain Parkway, Rochelle, IL, 61068, PHONE: (815) 561-9700, FAX: (815) 561-8404, for work to be done on the Project known as the Sedgebrook Renaissance Gardens 1.0 located at 20 Riverside Rd. Lincolnshire, IL, 60069, located in Lincolnshire, IL (the "Site").

In consideration of the mutual covenants set forth herein, Contractor and Supplier agree as set forth below:

1. THE GOODS

The Supplier agrees to furnish: **Architectural Woodwork (Sub)**

2. THE MATERIALS CONTRACT PRICE

The Contractor shall pay to the Supplier for delivery of the Goods the following Contract Price:

Cost of Goods:		\$265,000.00
Unit prices:		See Exhibit G
Sales Tax:	0.00%	\$0.00
A total dollar amount of:		\$265,000.00
Cost Code:		517EC10 48400-064000

All sales and/or use tax payable in connection with this transaction is included in the Contract Price. The sales tax registration form attached to this Materials Contract Agreement (Exhibit C) must be completed and returned prior to any payments being made for this material.

3. BONDS

Contractor will require a payment and performance bond for all Material Contracts over \$500,000. All bonds must be in the AIA 312 format or equal. Cost of bond is on bonding company's invoice at standard rates. Supplier must include the names of the Owner and Lender on all bonds as a dual obligee. Subcontractor can provide this information through a dual obligee rider. Two original copies of all bonds are required and should be forwarded to the Corporate Office located at 991 Corporate Boulevard, Linthicum, MD 21090.

Unless waived by Contractor in this Subsection, prior to the commencement of the Work, Subcontractor shall pay for and deliver to Owner acceptable, statutory payment and performance bonds in the full amount of the Material Contract sum issued by a surety acceptable to Owner.

4. ADDITIONAL GOODS

The Supplier understands and agrees this Agreement also includes the furnishing of the below listed items at the above price, regardless of whether or not they are shown in the Drawings and Specification as shown on Exhibit A attached hereto:

5. SCHEDULE

The Supplier acknowledges and agrees that **time is of the essence for all provisions of this Agreement**. To this end Supplier agrees to the following dates with regard to all submissions required by the Plans and Specifications:

- a. Revise and resubmit all items within a maximum of seven (7) days after being returned for correction.
- b. The following code numbers shall be on all submissions:

Cost Code: **517EC10 48400-064000**
- c. Supplier will coordinate and submit to the Contractor within two (2) weeks after execution of this Materials Contract a coordinated and detailed construction schedule to include the following:

1. Fabrication schedule showing overall lead times for the production of each material included within the Material Contract.
 2. Delivery schedule for each component included within this Materials Contract.
- d. Supplier agrees to deliver material(s) to the site as directed by the Contractor. Supplier agrees to use licensed trucking companies that are fully insured in accordance with all state and federal mandated rules and regulations for all deliveries. Unsafe or unlicensed delivery vehicles will not be permitted to enter the site.

6. PAYMENT

Payment Terms: Invoicing, after delivery to Site and acceptance of material, to be submitted not later than the 20th of each calendar month. Provided invoices are received by such date, payment will be DUE on the 20th day of the following month. Detailed instructions are included in the Exhibit B "General Provisions" under item #9.

SUPPLIER SHALL SUBMIT ALL INVOICES FOR PAYMENT PROCESSING TO: ERICKSON CONSTRUCTION, L.L.C. ATTENTION: PROJECT MANAGER, 20 Riverside Rd. , Lincolnshire, IL 60069.

7. RELEASE

- 7.1. Supplier agrees to deliver to Contractor an executed ACKNOWLEDGEMENT OF PROGRESS PAYMENT (Exhibit D) and RELEASE OF LIENS AND CLAIMS (Exhibit E, Partial or Exhibit F Final) before payment for any supplies, in the form attached hereto.
- 7.2. Supplier and any persons acting through or under Supplier shall not file or maintain any mechanics' claims or liens against the Project, or the building thereof, or the lot of ground appurtenant thereto, for or on account of any Work done or materials furnished by this Supplier and/or any such person or persons as aforesaid.
- 7.3. To the fullest extent permitted by applicable law, Supplier, for and on behalf of Supplier and all other persons acting through or under Supplier, hereby expressly waives and relinquishes the right to have, file, or maintain any mechanics' claims or lien against the Project, the buildings thereof, and the lot of ground appurtenant thereto, or any of them, which waiver shall be and hereby is made an independent covenant and shall operate and be effective also with respect to Work and labor done and materials furnished under any supplemental agreement between Contractor and Supplier, or any agreement for extra Work done, performed, furnished or supplied in and about the Project, although not therein referred to as Work and labor performed and materials furnished under this Contract.
- 7.4. Supplier, when required by Contractor as a condition precedent to the making of any payment hereunder, shall furnish to the Contractor a full and complete release and discharge, in a form satisfactory to Contractor and Owner, of all liens, claims, and demands arising out of or relating to any and all materials furnished, Work done, and equipment used in connection therewith (see Exhibit E & F attached hereto). Furthermore, if, prior to final payment, the Contractor, Owner, or any party providing financing for the Project requests a release of liens from Supplier or anyone acting through or under Supplier, Supplier shall execute and deliver such release of liens in a form (see Exhibit F attached hereto) satisfactory to Contractor, Owner or such other party.
- 7.5. If any Supplier or other person working under Supplier files a mechanics' lien or claim or notice of intention or right to file a lien for or on account of work, labor, services, materials, equipment or other items furnished under or in connection with this Agreement, Supplier agrees to discharge or remove such lien, claim or notice at its own expense by bond, payment or otherwise within twenty (20) calendar days from the date of the filing thereof, and upon its failure to do so, Contractor or Owner shall have the right to cause any such lien or claim, notice of intention or stop notice to be removed or discharged by whatever means Contractor or Owner chooses, at the sole cost and expense of Supplier (such costs and expenses to include legal fees and disbursements). Supplier agrees to hold harmless and indemnify Contractor and Owner from and against any and all such liens, claims or other filings, and actions brought or judgments rendered thereon, and from and against any and all losses, damages, liabilities, costs and expenses, including legal fees and disbursements, which Contractor or Owner may sustain in connection therewith.

8. SUBORDINATION

- 8.1. Supplier shall and hereby does subordinate any and all liens, rights and interests owned, claimed, or held by Supplier in and to any part of the Goods or land on which the Goods are located, to the lien or liens securing payment of sums now or hereafter borrowed by Contractor or Owner in connection with construction of the Project. Supplier shall execute such evidence of the subordination as Contractor's or Owner's lender(s) may require.

- 8.2. Supplier shall and hereby agrees to include in every subcontract relating to the Goods to which it is a party, and shall require the inclusion in each lower tier subcontract, provisions that the person or entity performing labor or furnishing materials pursuant to such subcontract agrees to subordinate any mechanic's or material men's lien or liens securing payment of sums now or hereafter borrowed by Contractor or Owner in connection with the construction of the Project.

9. WAIVER OF SUBROGATION

- a. The Contractor and Supplier waive all rights against (1) each other and any of their suppliers, subcontractors, sub-subcontractors, agents, employees, officers, members and directors, each of the other, and (2) the Owner, Developer, Operator, and any of their Subcontractors, sub-subcontractors, suppliers, agents, employees, officers, members and directors, for damages caused by fire or other perils to the extent covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as fiduciary. The Subcontractor shall require of the Subcontractor's sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

10. THE MATERIALS CONTRACT DOCUMENTS

The Materials Contract Documents consist of the following:

- This Contract
- Drawings & Specification (Exhibit A)
- General Provisions (Exhibit B)
- Sales Tax Form (Exhibit C)
- Application for Payment (Exhibit D)
- Instructions for Exhibit D (Exhibit D1)
- Partial Release of Liens (Exhibit E)
- Instructions for Exhibit E & F (Exhibit E1-F1)
- Final Release of Liens (Exhibit F)
- Scope of Work & Unit Price Schedule (Exhibit G)

11. MISCELLANEOUS

- 11.1 Supplier may not assign this Materials contract to any person or entity without Contractor's prior written consent.
- 11.2 Duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available at law or in equity.
- 11.3 Supplier agrees to indemnify and save Contractor, Owner, Owner's agents, Developer, operator, their respective parent and subsidiaries and their respective agents, officers, employees, members and directors harmless from, and defend at its own expense, any and all claims, suits, losses, damages, or expenses in any manner connected with the materials furnished by the Supplier under this Contract or caused or occasioned in whole or in part by reason of the presence of the person or property of Supplier, its employees, agents, or suppliers, except with such claims or suits arise out of the sole negligence of Contractor.
- 11.4 Supplier shall defend, indemnify, and save Contractor, Owner, Owner's agents, Developer, operator, their respective parent and subsidiaries and their respective agents, officers, employees, members and directors harmless from, and defend at its own expense, any and all claims by the employees of Supplier, its vendors, or its agents, when such claims shall have been incurred, or alleged to have occurred from an unsafe place to work or such similar type of complaint.

- 11.5. Supplier shall pay all expenses, costs, and attorney's fees incurred by Contractor, Owner, Owner's agents, Developer, operator, their respective parent and subsidiaries and their respective agents, officers, employees, members and directors in the enforcement of this Contract, of any bond furnished in connection herewith, or for the prosecution or defense of any claim as defined herein.
- 11.6. Supplier shall indemnify, defend, and hold harmless Contractor, including but not limited to attorneys fees and costs, to the fullest extent and under no circumstances to a lesser extent than Contractor has indemnified Owner and others with respect to Supplier's Work (including without limitation, Supplier's performance of its Work) under the Contract Documents.

IN WITNESS WHEREOF, the parties have set forth their hand and seal below.

WITNESSES:

CONTRACTOR:
ERICKSON CONSTRUCTION, LLC.

DATE:

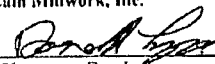
BY: David Lague
TITLE: Vice President

DATE:

SUPPLIER:
Cain Millwork, Inc.

BY: Don Luffa
TITLE: President

8-16-08



SUBCONTRACTOR'S
AMENDED NOTICE
AND CLAIM FOR
MECHANICS LIEN

STATE OF ILLINOIS)
)ss
COUNTY OF LAKE)


Image# 044991530002 Type: LNM
Recorded: 07/13/2009 at 08:52:02 AM
Receipt#: 2009-00032844
Total Amt: \$39.00 Page 1 of 2
IL Rental Housing Fund: \$10.00
Lake County IL Recorder
Mary Ellen Vanderverter Recorder
File **6496606**

CAIN MILLWORK, INC. ("CLAIMANT")

Re: 14899 W Riverside Road
Lincolnshire, IL 60069
("PREMISES")

v.

ERICKSON CONSTRUCTION, LLC
("CONTRACTOR"),
LINCOLNSHIRE CAMPUS, LLC ("OWNER"),
SEDGEBROOK, INC. ("LENDER")

CLAIMANT, an Illinois corporation, located at 1 Cain Parkway, Rochelle, IL 61068 hereby files its Notice and Claim for Lien against CONTRACTOR, of 701 Maiden Choice Lane, Baltimore, MD 21228, and OWNER of 701 Maiden Choice Lane, Baltimore, MD 21228, and any persons claiming to be interested in the PREMISES, and states:

1. On April 12, 2009, prior thereto and subsequently, OWNER owned fee simple title to the PREMISES located in Lake County, Illinois, the legal description of which is:

LOT 1 IN SEDGEBROOK SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 22 OF THE SOUTHWEST 1/4 OF SECTION 23 AND THE NORTHWEST 1/4 OF SECTION 26 AND OF THE NORTHEAST 1/4 OF SECTION 27, ALL IN TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LAKE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 5, 2005 AS DOCUMENT NUMBER 5870940.

PIN No(s): 15-23-302-001-0000
15-22-406-001-0000

2. Prior to July 31, 2008, OWNER made a contract with CONTRACTOR whereby CONTRACTOR was to provide labor, material, tools and equipment for construction for said project; and on or about July 31, 2008, CONTRACTOR and CLAIMANT entered into a written subcontract whereby CLAIMANT was to provide casework and millwork for said project; thereafter CLAIMANT completed all of its obligations pursuant to said subcontract on or about April 12, 2009 for the value of the original contract amount of \$265,000.00 plus the value of extras in the amount of \$47,670.99.

3. To date, despite due demand for payment, CLAIMANT remains unpaid for said work and after all due credits in the amount of \$128,112.00, the amount left due, unpaid and owing to CAIN is \$184,558.99, for which amount, plus interest and collection costs, including reasonable attorney's fees, CLAIMANT claims a lien on the PREMISES and improvements thereon, and on any monies due or to become due to CONTRACTOR or any other party from OWNER for said project.


CAIN MILLWORK, INC.

By: 
Michael J. Leali, CFO

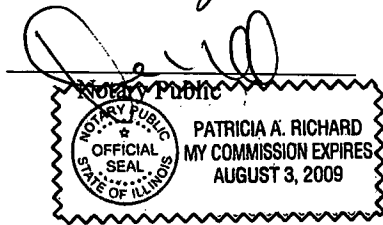
STATE OF ILLINOIS)
)ss
COUNTY OF OGLE)

VERIFICATION

I, Michael J. Leali, on oath state that I am the CFO and duly authorized agent of the CLAIMANT, CAIN MILLWORK, INC., that I have read the foregoing Claim for Mechanics Lien, and that the statements therein are true to the best of my information and belief.


Michael J. Leali

Subscribed and Sworn to before me
This 7th day of July, 2009.



Prepared by and after recording return to:

LUCAS M. FUKSA
FUKSA KHORSHID, LLC
70 W Erie, 3rd Floor
Chicago, IL 60654

FUKSA KHORSHID, LLC

LAWYERS DRIVEN BY YOUR BUSINESS DECISIONS™

November 25, 2009

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

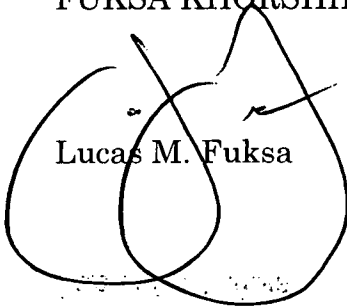
Re: Cain Millwork, Inc. v. Erickson Construction, LLC

Dear Sir or Madam:

Enclosed please find the Official Proof of Claim Form and copies of supporting documents.

Should you have any questions or concerns, please do not hesitate to contact me.

Best Regards,
FUKSA KHORSHID, LLC.


Lucas M. Fuksa