

**Mark Sawyer**  
613 Orpington Road  
Baltimore, Maryland 21229  
marksawyerra@verizon.net  
(410) 215-3947

**BMC Group**  
**Claims Processing**  
**P.O. Box 3020**  
**Chanhassen, MN 55317-3020**

**Attn: Erickson Retirement Communities, LLC**  
**Case No: 09-37010-11**

**December 10, 2009**

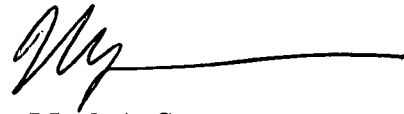
Dear Sir or Madam,

Please find enclosed the claim against Erickson Retirement Communities, LLC for remaining severance and final GGP distribution per the included email. The documents are included under separate exhibits.

If you have any questions or comments concerning this claim please do not hesitate to call me at the phone number listed above. Or email me at the address listed above.

Please email a confirmation that you have received this information when you have a moment. Thank you.

Sincerely,



**Mark A. Sawyer**

RECEIVED

DEC 14 2009

BMC GROUP

Erickson Ret. Comm. LLC



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## Exhibit A

### Supporting documentation/calculation for Proof of Claim for GPP Employment Benefit Plan

Name of Debtor: Erickson Retirement Communities, LLC et al.

Case Number: 09-37010-11

Name of Creditor: Mark A. Sawyer

Address: 613 Orpington Road, Baltimore, Maryland 21229

Exhibits referenced in this documentation:

Exhibit B: GPP document showing payout conditions

Exhibit C: GPP document showing principal dollar amount owed from GPP Old Plan

Exhibit D: GPP document showing principal dollar amount owed from GPP New Plan

Per GPP document (Exhibit B), Article VI, Paragraph 6.1.c spells out the payout of the Old GPP units to be in four installments to be paid on or before June 30 of each year with 9% annual accrued interest included at each payout based on a fixed valuation stated in Paragraph 6.1.e. Exhibit C shows the principal dollar amount owed from the GPP Old Plan based on one installment (ie, the fourth installment which was due in 2009) that was not paid out as scheduled.

For New Plan GPP units, the valuation of the units is published yearly (Exhibit D).

Calculation:

New GPP Plan: Calculation is shown on Exhibit D as a total of: \$15,500

Old GPP plan: Fourth installment: principal amount as shown on Exhibit C as installment of: \$42,060.90

Subtotal of Principal Amount from New Plan and Old Plan: \$57,560.90

Accrued Interest to final installment of Old Plan GPP:

(9% interest per annum) x (( 476 days of accrued interest) / (365 calendar days per year)) = Effective Interest Rate

9% x ( 476 / 365 ) = .11737

Where 476 days is calculated from prior third installment date of June 30, 2008 up until the bankruptcy filing date of October 19, 2009.

(Effective interest rate) x (Principal Amount of old GPP installment) = Accrued Interest Owed

.11737 x \$42,060.90 = \$4,936.69

(Subtotal of Principal from Old and New Plan) + (Accrued Interest Owed) = Total GPP owed

\$57,560.90 + \$4,936.69 = \$62,497.59



Dear Mark A Sawyer:

As you are now aware, big changes are ahead for the Growth Participation Plan (GPP). As we prepare for the new vision of the Plan, we prepare for the payout of the existing unit grant values.

With the establishment of the new unit value of \$1201.74, your total unit grant(s) is now worth \$168243.6. As announced, we will begin to pay out your unit grant in the existing plan over a four year period starting on May 18. The initial installment on your payout is \$42060.9. The remaining unit grant will earn interest at a rate of 9% until the final installment, scheduled to be paid in 2009.

As a vested employee, the payout will be sent to you as ordinary payroll checks are. One difference is that this will be a live check, even if your regular paycheck is normally deposited directly with your bank.

If you have any questions about your vesting date or the value of your unit grant, please contact your Human Resources department.

All funds paid out of the GPP are paid as ordinary earnings and will be taxed accordingly. We will be providing financial planning resources to help you plan how to invest the proceeds of the GPP. We will forward additional information in the coming weeks. Please remember that you have an hour of time with a financial advisor available through the Employee Help Line. Just call 1-888-300-0431 to arrange an appointment.

If you have any other questions regarding the GPP, please contact your Human Resources Department.

Sincerely,

The Plan Administrators



June 15, 2007  
Mark A Sawyer  
CARR

Dear Mark,

As you are aware, the Growth Participation Plan (GPP) has undergone significant changes over the past year. We have now completed all of the necessary updates to the Plan document and collateral materials, and we are able to provide information on your personal position in the plan.

**New Plan Information:**

As we announced last year, we have converted the GPP from a long-term deferred compensation plan to a more current annual profit sharing arrangement. To that end, we enclose the amended GPP Plan Document along with an overview of the changes made to the plan and your grant of units. These changes are consistent with the communication received last year.

As an existing participant in the original Plan structure, you are eligible to receive the total New Participation Unit grant associated with your position in the new Plan. The total unit grant is 200 units. This grant will be issued in four installments of 50 units each over a four year period. The installments are similar to "rolling" options, and each will have a four year growth cycle. Any value that has accumulated over the four years for the installment will be paid per the terms of the restated Plan document.

The first installment of your grant of the New Participation Units was issued in 2006 and is deemed to have increased in value \$100 per New Participation Unit.

Additionally, due to your promotion in 2006, you are now eligible for an additional unit grant of 200 units. This grant will also be issued in four installments, with each equal to 50 units. The installments may accumulate value over a four year growth cycle as stated above. The first installment for your promotion is issued in 2007.

The grant issuances are evidenced by this letter. We will not be issuing separate certificates.

**Original Plan Balance:**

In addition to new grants under the amended plan, we are in the second year of paying out your balance accrued under the original GPP through December 31, 2005. As was discussed at the annual meeting, we are a growth company and continue to utilize our capital to start new campuses (Tall Grass Creek in Kansas City and Ashby Ponds in Virginia) in addition to supporting existing communities. We are completing the refinancing of our capital in multiple campuses and will be positioned to both fund the second installment by the end of July as well as starting our 20<sup>th</sup> community, Hickory Chase, in Ohio this fall.

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Mark Sawyer  
Page 2

Your balance in the original plan was fixed in 2006, with one quarter paid last year. The remaining balance is earning 9% and the second payment is targeted to be paid by the end of July. Your balance is \$126,182.70 and the targeted 2007 installment, plus interest, is \$42,060.90. If you are not yet vested, the installment will be directed to the account at PenCal. As a reminder, the original Plan vesting remains at 5 years of service.

We will update you on this schedule as we progress through the summer. Thanks for all your support and commitment.

If you have any other questions regarding the GPP, please contact your Human Resources Department.

Sincerely,

The Plan Administrators



August, 2008

Mark Sawyer  
613 Orpington Rd  
Baltimore, MD 21229-2128

Re: Erickson Growth Participation Plan

We are pleased to provide this informational packet summarizing your units held in the Erickson GPP as of August 2008. The information below summarizes units granted to you since 2006. Units being granted in 2008 have been pro-rated for those who became newly eligible or received an increased Unit Level during 2007. Updated values are announced annually to those who remain eligible participants.

Please retain this statement with your important personal documents as a record of your account.

### 2008 GPP Statement

Units Granted In	Total Unit Level	Annual Unit Grant	Grant Value	Current Value	Estimated to Mature and be paid in
2006	200	50	\$170	\$8,500.00	2010
2007	400	100	\$ 70	\$7,000.00	2011
2008	400	100	\$ 0	\$0.00	2012
<b>Total</b>				<b>\$15,500.00</b>	

Please note that participants in the GPP prior to 12/31/2005 will receive the final annual payment in 2009. Future GPP informational events will be held later this year. In the meantime, if you have any questions about your GPP account, please contact Mary Ann Lambrechts, 443-883-4829 (600-4829) or at [maryann.lambrechts@erickson.com](mailto:maryann.lambrechts@erickson.com).



**John C. Erickson**  
Chairman and CEO

November 13, 1998

Mark A. Sawyer  
Director Architectural Design

Dear Mark:

In the last 15 years, Senior Campus Living has grown from a small company that converted an abandoned college on a hillside in Baltimore to what initially was just a modest-sized retirement community, to our current position as the nation's leading provider of housing and services for the middle income elderly. In just the last two months we have launched two new campuses -- Brooksby Village in Peabody, Mass., and Riderwood Village in Silver Spring; and we are welcoming our first residents to Greenspring Village in Springfield, Va., and Seabrook Village in Tinton Falls, N.J. This growth is only possible because of the solid foundation of our success in pioneering and delivering the right product and services for the aging needs of middle America.

At the Annual Meeting this year, I spoke with you about doing more and doing better. The growth opportunities are clearly ours for the taking, limited only by our personal drive for excellence as we reach out with new communities to serve more seniors. Since you share my vision to accomplish our mission, I have decided to share with you the rewards of this effort and am currently placing 50% of the future growth of the company to be distributed to our Executive Group and the Management Team responsible for achieving our future successes. I am pleased to be able to grant you shares in the new Senior Campus Living Holdings, L.L.C., Growth Participation Plan. The details of the Plan and the rights and restrictions you have as a participant in the Plan are detailed in the Plan document. Once you have read them, I hope you will agree that participation in this Plan provides a great opportunity for you and your family in the years ahead.

Over the last 15 years, the company has achieved significant financial growth. With your commitment and help, we could double, triple, or quadruple these values over the next five or ten years. To accomplish this goal, we will have to be very good at doing more and doing better. Thank you for your past contribution. I look forward to sharing the future with each of you.

Sincerely,

A handwritten signature in dark ink, appearing to read "John", written over a horizontal line.

John C. Erickson  
Chairman

# Senior Campus Living Holdings, L.L.C.

Growth Participation Plan

Certificate for

200 Units

In The Growth Participation Plan Of

Senior Campus Living Holdings, L.L.C.

Granted To

Mark Sawyer

*This certificate represents your right to the amount of Equity Units indicated above under the Senior Campus Living Holdings, L.L.C. Growth Participation Plan (the Plan).*

*The designated holder of these Equity Units is entitled to all the rights, opportunities, values, and benefits of future financial growth of the Company as specified in the Plan.*

*These Equity Units are granted in consideration of the holder's future contributions to corporate strategies and the holder's productive delivery of services that form the foundation of the Company's growth.*

*These Equity Units may be transferred and redeemed only in accordance with the Plan and are otherwise fully subject to the provisions of the Plan.*



John C. Erickson  
Chairman

5/10/99

Date



## Exhibit A

### Supporting documentation/calculation for Proof of Claim for Severance Payment

Name of Debtor: Erickson Retirement Communities, LLC

Case Number: 09-37010-11

Name of Creditor: Mark A. Sawyer

Address: 613 Orpington Road, Baltimore, Maryland 21229

Exhibits referenced in this documentation:

Exhibit B: Separation Agreement and Release

Exhibit C: Paycheck showing pay rate for calculation

Exhibit D (if any payment received): Paycheck/documentation showing total severance paid to me to date

Per Separation and Agreement Release (Exhibit B), per paragraph 3, first bullet point, I am due the following severance payment: \$46,680.48. This is a significant and immediate hardship for over 90 employees. Furthermore, Erickson consistently assured employees with termination dates that severance payments were safe and protected from bankruptcy.

Calculation:

(Hourly Rate) x (40 hours per week) x (# of weeks of severance) = Total Severance Payout

53.0460 x 40 x 22 weeks = \$46,680.48

(Total Severance Payout) - (Severance Received to Date) = Net Severance that is owed to me

\$46,680.48 - \$25,462.08 = \$21,218.40

Calculation sources:

Hourly Rate from Paycheck (Exhibit C)

# of weeks of severance from Separation Agreement (Exhibit B)

Severance Received to Date (if there has been any) from last severance check/documentation (Exhibit D)

TO: Mark Sawyer  
DATE: April 15, 2009  
RE: Separation Agreement and Release

Erickson Retirement Communities, LLC ("Company") must regretfully initiate a reduction in force. This agreement (the "Agreement") sets forth the terms and conditions for your separation from employment.

1. You will be separated as of the close of business on June 30, 2009 (the "Effective Date"). You will remain an employee at-will through the Effective Date, subject to Erickson's normal rules and standards of conduct for employees. Your duties will be to assist with completion of specific projects and transitioning of your responsibilities. If you need time for job search or interviews, we will try to accommodate your schedule. You will receive a final paycheck for your wages, minus taxes and withholdings, through the Effective Date at your current 2009 salary level, on the next regular Erickson pay-date. Your current benefits package remains in effect through the end of June 2009 with the standard payroll deduction. You will also receive a check for any accrued, unused PTO hours, minus taxes and withholdings, you have as of the Effective Date on the next regular payday after the Effective Date.

2. If you currently participate in our benefits plan, beginning July 1, 2009, you may elect to continue your current health benefits package under COBRA. If you make this election, you may be eligible for a subsidy of the cost of maintaining your COBRA benefits under a new federal law, the Americans Recovery and Reinvestment Act of 2009 ("ARRA"). Under ARRA, for a limited period, you would be responsible for paying 35% of the ordinary COBRA premium for your benefits. For that same period, Company would be responsible for paying 65% of the ordinary COBRA premium for your benefits. According to current information, this subsidy towards your COBRA premium is for a period of up to 9 months starting with your first month of COBRA eligibility and may be discontinued if you become eligible for other benefits in certain circumstances. Further details on your rights under COBRA are included in the information package with this Agreement. Your eligibility for this subsidy does not depend on signing this Agreement. However, if you do not sign the Agreement, you will need to make your payments directly to our third party COBRA benefits administrator.

3. If you sign this Agreement and do not revoke your signature, we will also provide the benefits listed below. You will not be entitled to any other compensation, payments or benefits; however, this doesn't affect your vested retirement benefits nor any rights you have to continue your health insurance under COBRA.

- 22 weeks of separation pay at your current 2009 salary level, minus taxes, deductions, and withholdings. The separation pay will be made in bi-weekly payments in accordance with Company's regular pay dates. These payments will start on the first pay period following eight (8) days after your signature of this Agreement. However, if you accept another position with Company or another company which is managed by Company during the separation pay period, then your separation pay will end as of the start date for your new position.
- You will be eligible to participate in any group outplacement services offered by Company through its contractor(s) as part of the April 2009 reduction-in-force program.
- If you elect to continue your current health benefits package under COBRA, your eligibility for a potential subsidy of the cost under ARRA is discussed in Section 2 of this Agreement. In many cases, a 35% cost contribution would be higher than your normal monthly employee contribution to your benefits. If you sign this Agreement and do not revoke it, then during the separation pay period, we agree that you will only be responsible for paying the lesser of: (i) your normal employee contribution towards your benefits, or (ii) 35% of the ordinary COBRA premium for your benefits. Your contribution will be deducted automatically

from the separation pay. After separation pay is concluded, then you will be responsible for direct payments of the 35% cost portion if you are eligible for the subsidy or the full COBRA premium if you are not eligible or if your eligibility period has concluded.

- If you participate in Company's 401k plan, you remain vested in the employer's matching contributions towards your plan per the vesting schedule which is included in your separation packet. Per the terms of the plan, you cannot make any further contributions during the separation pay period.
- If you participate and are currently vested in Company's Growth Participation Plan (GPP) Units under the terms of the old 2005 plan and/ or the terms of the 2006 plan, your vesting remains the same as of the Effective Date. All payments of GPP value will be made per the terms of the plans and may be delayed or deferred per the terms of the plans.
- If you have an outstanding employee assistance loan, we will continue to deduct the amounts you agreed upon from your final paycheck and separation paychecks. If there is still an outstanding balance after the final paycheck or separation pay is ended, we will forgive the outstanding balance.
- If you have a current agreement for tuition reimbursement, we will continue the reimbursement per the terms of our tuition reimbursement policy for this current semester only.
- If you are uncertain about your participation or vesting level in the benefits or plans named above, you may contact the HR Representative at the number provided in your separation packet.

4. You agree to return promptly all of Company's property including, but not limited to, your ID card, keys, parking pass, laptop, blackberry/ phone, equipment, and any documents or files concerning residents, employees, services, software, and business information for Company, its managed retirement communities, their members, subsidiaries, or affiliates. You agree to be reasonably available for discussions with your Company about transitioning your work. You agree to submit any expenses which you believe are reimbursable business expenses to Company within 30 days from your separation date. Company will only reimburse business expenses that are timely, genuine and reasonable, and supported by documentation as determined by Company. If you wish to keep your company phone, you will be required to transfer the account to your name and will be responsible for all charges after the Effective Date. You agree to refrain from disclosing any of Company's trade secrets, business practices, proprietary information or confidential information which you acquired during the course of your employment with Company. You also agree to keep the terms and the existence of this Agreement confidential and not to disclose this Agreement to any other person or entity, except for your attorney, your tax advisor, or your spouse, as applicable, unless otherwise required by law.

5. You agree not to communicate any derogatory or defamatory information concerning Company, its managed retirement communities, including their directors, officers, and employees to any other person or entity. Company agrees not to condone its managers communicating any derogatory or defamatory information concerning you to any other person or entity. If Company becomes aware of such conduct, Company will make a prompt and good faith effort to stop same. Company also agrees that it will not contest your application for unemployment compensation benefits.

6. In consideration for the benefits listed in Sections 3, 4, and 5 of this Agreement, you hereby release Company, its managed retirement communities, their owners, members, directors, officers, employees, agents, insurers, employee benefit plans and fiduciaries/ administrators of such plans, and all related or affiliated persons or entities (collectively the "Released Parties") of and from any and all known and unknown liability, claims, causes, demands, attorneys fees, damages, and rights, including, but not limited to, any claims which you have or may have arising out of or related to your employment, including the separation of your employment. This waiver and release includes all rights and obligations under any federal, state, or local laws, regulations, ordinances, or common law, including but not limited to all employment discrimination laws such as Title VII of the Civil Rights Act of 1964, as amended, the Maryland Human Rights Act, the Age Discrimination in Employment Act of 1967 ("ADEA"), the Family & Medical Leave Act, the Worker Adjustment and Retraining Notification Act ("WARN"), the Americans

with Disabilities Act of 1990, Sections 1981 through 1988 of Title 42 of the United States Code, the Employee Retirement Income Security Act of 1974 ("ERISA"), and all other employment laws, claims for wrongful discharge, claims of unfair dealing, claims in connection with any employment contract, and claims for personal injury, emotional distress, pain and suffering, compensatory or punitive damages.

7. You agree that you have not filed nor commenced any charges, complaints, claims, civil actions or other proceedings against the Released Parties in any federal, state, local or other agency, court, or tribunal. You agree not to seek or request damages in connection with any other claim, demand or charge against the Released Parties. This Agreement is not intended to interfere with any right you have to file a charge with any federal, state or local governmental agency, except that you agree that by entering into this Agreement, you waive any claim to recovery of any remedy beyond what is provided in this Agreement. You also agree that you have not been denied any leave requested under the Family and Medical Leave Act or any applicable state/ local leave laws. This paragraph does not preclude you from bringing an action to enforce the terms of this Agreement or to challenge the validity of this Agreement.

8. You agree that you had the opportunity to report to Company any violations of the Corporate Compliance Plan during your employment and you further agree that you have no knowledge of any violations of the Plan except as otherwise reported. You agree that your obligations under this Agreement are material obligations on which Company is reasonably relying. If you breach your obligations under this Agreement, Company may immediately suspend or terminate its own obligations under the Agreement, including but not limited to, its obligations to pay any and all compensation or other amounts listed in Section 3 of this Agreement or pursue an action to recover any such compensation paid or enforce performance of this Agreement.

9. This Agreement shall not be in any way construed as an admission by Company, its owners, members, directors, officers, employees, or agents of any liability, wrongdoing, discrimination, fault, or breach.

10. You are advised to consult with an attorney concerning this Agreement. In accordance with current legal requirements under the Older Workers' Benefit Protection Act, this offer will be held open for no more than forty-five (45) days from your separation date, which is listed in Section 1 of this Agreement. If you do not sign and return the Agreement within the 45 day period, the offer will automatically expire. You may use as much of this 45-day period as you wish before signing. In addition, you may revoke this Agreement any time within seven (7) days after you sign the Agreement. To be effective, any revocation must be in writing and must be delivered within seven (7) days after your signature to the following address: Erickson Retirement Communities, 701 Maiden Choice Lane, Baltimore, Maryland 21228, Attn: General Counsel. Required information on this April 2009 Reduction in Force Program is included for your consideration in attached Schedules 1 and 2.

11. Your signature confirms that you are entering into this Agreement voluntarily, you understand all of its terms, and that you are not relying upon any other representations or agreements of Company except for those expressly set forth in this Agreement. Once signed, this Agreement will set forth the entire agreement between Company and you and supersedes any previous agreements or discussions concerning your employment or the termination thereof, except as expressly noted above. No changes in this Agreement will be valid unless in writing and signed by both parties. In the event that any one or more of the provisions of this Agreement other than the general release language in Section 6 shall for any reason be held to be invalid, illegal or unenforceable, the invalidity, illegality, or unenforceability shall not affect any other provision, and the Agreement shall be construed as though it had not contained the invalid, illegal, or unenforceable provision.


12. Any need for interpretation or enforcement of this Agreement will be in accordance with Maryland law, without regard to its conflict of laws provisions. Company and you agree that any action or proceeding relating to the enforcement of this Agreement will only be brought in the courts of Baltimore County, Maryland or in the U.S.

District Court for the State of Maryland. Company and you further agree that any such action or proceeding will be heard without a jury or an advisory jury. You and Company waive your respective rights to bring any such action or proceeding in any other jurisdiction, or to have any such action or proceeding heard before a jury or an advisory jury.

**PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS AS OF THE DATE OF THIS AGREEMENT. BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND ARE VOLUNTARILY ENTERING INTO IT.**

Witness:

  
\_\_\_\_\_

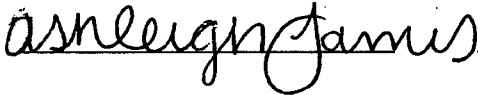
  
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Employee Signature

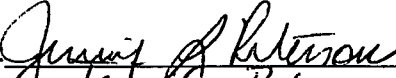
Mark Sawyer

Date: 5-5-2009

Witness:

  
\_\_\_\_\_

Erickson Retirement Communities, LLC

Signed by:   
\_\_\_\_\_

Printed Name: Jennifer Peterson

Date: 5/12/09

# Earnings Statement

Erickson Retirement Communities, LLC  
 701 Maiden Choice Lane  
 Baltimore, MD 21228

Page 001 of 001  
 Period Ending: 10/03/2009  
 Advice Date: 10/09/2009  
 Advice Number: 0000484651  
 Batch Number: 000000002920

Exemptions Addl Amt Addl %  
 Fed: Married-09  
 MD: Not app-02

**MARK A. SAWYER**  
 613 Orpington Road  
 Baltimore, MD 21229

Earnings	Rate	Hours	This Period	Year-to-Date
Severance Wa	53.0460	0.00	4243.68	25462.08
Holiday	0.0000	0.00	0.00	1273.11
Regular Pay	0.0000	0.00	0.00	55592.21
PTO	0.0000	0.00	0.00	29199.69

Deductions	This Period	Year-to-Date
*Medical	198.83	4175.43
*Dental	13.08	641.67
*401(k)	0.00	1697.44
Spouse Life	1.29	24.51
Savings Bond	50.00	1050.00
Optional Life	0.00	432.90
Optional Life Chi	0.00	44.98

Gross Pay	0.00	4243.68	111527.09
Tot PROD	0.00	0.00	
Tot NON PROD	0.00	4243.68	

### Tax Deductions

Fed Withholdng	307.65	11770.51
Fed MED/EE	58.46	1547.29
Fed OASDI/EE	249.97	6616.02
MD Withholdng	281.86	7342.60

Total	263.20	8866.93
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\*Excluded from Federal Taxable Wages  
 \*\* Imputed Income - Group Term Life

### Leave Summary Balance

PTO	0.00
ELB	441.83

### Message

### Direct Deposit Summary

Trans	Type	Account	Amount
Deposit	Che	XXX4372	3,082.54
Net Check			0.00

Total	897.94	27276.42
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Net Pay	3082.54	76183.74
Fed Taxable Wages	4031.77	105012.55

© 2002 Automatic Data Processing (ADP)

VERIFY DOCUMENT AUTHENTICITY - COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM

Erickson Retirement Communities, LLC  
 701 Maiden Choice Lane  
 Baltimore, MD 21228

Advice Number: 0000484651  
 Advice Date: 10/09/2009

Deposited to the account of	Account Number	Transit	ABA	Amount
MARK A. SAWYER	Checking XXX4372	552073018		3082.54

**THIS IS NOT A CHECK**  
**NON-NEGOTIABLE**

**Mark A Sawyer RA**

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**From:** Sharon Kirkley [snkirkley@gmail.com]  
**Sent:** Sunday, December 06, 2009 11:19 PM  
**To:** Crystall Pearson; Dave Tague; Deana Geppi; Diann Pandolfini; Eva Moore; Flo McCan; George Brown; Jan Walecka; Jeff DeBois; Jeff Vigilante; Karen Zopf; Kelly Kight; Linda Vigilante; Mark Sawyer; Nancy Belle; Patti Black; Rob Weaver; Stacy Pellerito; Steve Colling; Sue Brammer; Tara Whitehurst; Tom Stone; Tre Richardson; Valerie Krasowski; Charlie Schlauch  
**Subject:** Proof of Claim Forms

All: Send your completed forms 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

Note: 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.