




UNITED STATES BANKRUPTCY COURT Northern District of Texas (Dallas Division)		PROOF OF CLAIM
Name of Debtor: Erickson Retirement Communities, LLC		Case Number: 09-37010
NOTE: <i>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.</i>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): SystemSource		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent:  20835747003620 SYSTEM SOURCE 338 CLUBHOUSE LANE HUNT VALLEY, MD 21031-1398		YOUR CLAIM IS SCHEDULED AS: Schedule/Claim ID: s797  AMOUNT/CLASSIFICATION \$2,250.00 UNSECURED
Name and address where payment should be sent (if different from above):		Court Claim Number: _____ (If known)
Telephone number: 410-771-5544 X4321		Filed on: _____
1. Amount of Claim as of Date Case Filed: \$ <u>2,250.00</u> 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.
2. Basis for Claim: <u>Non-payment of training services</u> (See instruction #2 on reverse side.)		<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.
3. Last four digits of any number by which creditor identifies debtor: <u>2880</u> 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		<input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
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 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: \$ _____ Amount Unsecured: \$ _____		<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)(____).
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:		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.
Date: <u>12-22-09</u> Signature: <u>Patricia A. Taymans</u> Patricia A. Taymans, Collections Manager		FOR COURT USE ONLY Erickson Ret. Comm. LLC  00175

System Source Learning Center

Remit to: 338 Clubhouse Road
Hunt Valley, Maryland 21031
(410) 771-5544

Bill To:

Hans Keller
Erickson Retirement IT
5525 Research Park Drive
Catonsville, MD 21228

(410) 402-2584

Customer No.: 4102422880

Student Info:

Bonnie Gettle
Erickson Retirement IT
5525 Research Park Drive
Catonsville, MD 21228

(410) 402-2584

PO Number:

Invoice 0466340126

Invoice Date: 08/19/09
Federal ID#: 52-120-2799

Representative: SMK

<i>Course Name:</i>	MS6231 Maintaining a Microsoft SQL Server 2008 Database	2,250.00
<i>Course Date:</i>	09/14/09	
<i>Course Time:</i>	9:00am-5:00pm	
<i>Location:</i>	HVF	

<i>Invoice Total:</i>	<u>2,250.00</u>
<i>Payment Applied:</i>	<u>0.00</u>
<i>Total Due:</i>	<u><u>2,250.00</u></u>

Please return a copy of your invoice with your check

PURCHASE AGREEMENT

1. **SALE OF MERCHANDISE OR SERVICES.** Seller hereby sells and Buyer hereby purchases the items or services described on the reverse side hereof, upon the terms and conditions hereinafter provided. The terms and conditions herein shall prevail in spite of any contrary printed provision of any purchase order utilized by Customer or any handwritten provision unless initiated by seller.
2. **WARRANTY. SELLER MAKES ABSOLUTELY NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR USE OR PURPOSE, AS TO MERCHANDISE OR SERVICES PURCHASED BY BUYER,** but does extend to Buyer all of the manufacturer's warranties, if any, as specified in the warranty literature given to Buyer for the express period of times specified in such literature. Any recommendation or suggestion relating to use of products or services sold by Seller either in technical literature or in response to specific inquiry is given in good faith, but it is for Buyer to satisfy itself of the suitability of the products for its own particular purpose and it will be deemed to have done so. No warranty shall apply if: A) An item is not used in accordance with Seller's or the manufacturer's instructions or B) An item shall have been altered or modified by Buyer or others. Should a defect be due to a cause set forth in A) or B) above, then charges for all work performed or parts furnished by Seller in defining and/or correcting the defect shall be borne by Buyer.
3. **RESPONSIBILITIES OF BUYER.** Buyer shall be exclusively responsible for the supervision, management and control of its use of the merchandise and services including but not limited to: (1) assuring proper machine configuration, program installation, audit controls and operations methods, and operating environment, (2) the customer is responsible for maintaining two or more software and data backups, in secure location(s) to ensure data integrity and security. Customer acknowledges that during the course of System Source's work, data may be deleted or corrupted. In any event, Seller's sole liability will be the provision of up to ten hours of time needed for restoration of Buyer's data backups, (3) implementing sufficient procedures and checkpoints to satisfy its requirements for security and accuracy of input and output as well as restart and recovery in the event of malfunction, caused by power irregularity, hardware, software or other.
4. **LIABILITY.** Seller shall not be liable, and Buyer hereby assumes and will indemnify and save harmless Seller, for any loss, injury, loss of profits and consequential damages that may arise through use by Buyer or others of the merchandise and/or services even if seller has been advised of the possibility of such damages.
5. **TERMS.** The full amount shown as "Total Due" on the reverse side hereof is payable on delivery. If not paid on delivery, the full amount is payable no later than (20) days after delivery, from and after which date interest shall accrue on the unpaid balance at the rate of eighteen percent (18%) per annum. If litigation arises between Seller and Buyer for collection, Seller is entitled to an award of reasonable attorney's fees of at least fifteen percent (15%) of the amount due.
6. **BUYER'S FAILURE TO PERFORM.** In case of Buyer's failure to pay invoices or to fulfill or perform any other agreement required to be fulfilled or performed by Buyer, Buyer shall be deemed to be in default under the terms of this agreement, and Seller may avail itself of any or all legal remedies as are applicable in the circumstances.
7. **MISCELLANEOUS.** Each paragraph and provision of this agreement is severable from the entire agreement, and if one provision hereof is declared invalid, the remaining provision shall nevertheless remain in effect. The waiver by either party of any breach of this agreement shall not be construed as a waiver of preceding or succeeding breach hereof. The terms and provisions of this agreement shall be construed in accordance with the laws of the state of Maryland. This writing sets forth the entire agreement between the parties with respect to the subject matter hereof and no modification amendment, waiver of alteration shall be binding upon the parties unless in writing signed by both parties.
8. **RETURN OF MERCHANDISE.** System Source accepts product returns within 30 days of invoice date, subject to our current returns policy. **YOUR ACCOUNT WITH THE SELLER MUST BE CURRENT TO RECEIVE A REFUND.** All returns must be in the original packaging and complete including accessories, cables, and manuals. Software must be in unopened boxes. **DO NOT WRITE ON THE BOX.** Returns not meeting the above conditions will be refused. Seller will exchange or issue credit upon receipt and verification of the condition of the merchandise. Return merchandise to the following address only:
SYSTEM SOURCE
338 CLUBHOUSE ROAD
HUNT VALLEY, MD 21031