

B 10 (Official Form 10) (12/08)

UNITED STATES BANKRUPTCY COURT      Northern District of Texas		<b>PROOF OF CLAIM</b>
Name of Debtor: Dallas Campus, LP		Case Number: 09-37012-sgj11
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): The Texas A&M University System		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent:  Karen B. Royal 200 Technology Way, Suite 2079 College Station, Texas 77845		Court Claim Number: _____ (If known)
Telephone number: (979) 458-6139		Filed on: _____
Name and address where payment should be sent (if different from above):  same as above		<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.
Telephone number:		<input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed:      \$ <u>4,400,000.00</u>		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.
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.		
2. Basis for Claim: <u>Real estate sale (attach.)</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: _____  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: <u>Approximately twenty (20) acres in Cdlin County, Texas (see attachment).</u>  Value of Property: \$ _____ Annual Interest Rate _____ %  Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____  Amount of Secured Claim: \$ <u>4,400,000.00</u> Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.  7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)  DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.  If the documents are not available, please explain:		
Date: 12/22/2009	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.  Karen B. Royal, Assistant General Counsel (TAMUS) <i>Karen B. Royal</i>	

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

RECEIVED  
DEC 31 2009  
BMC GROUP

Erickson Ret. Comm. LLC  
  
 00211

H 03-286746 TTI/SLB  
0.00

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

Filed for Recording  
Collin County, Texas  
Honorable Breckinridge  
Collin County  
On May 26 2005  
at 10:54 AM  
Doc/Num : 2005-05507  
Recording/Type  
Receipt #:

## DEED OF TRUST

**DATE:** May 25, 2005

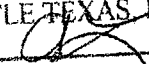
**LENDER:** BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM (hereafter "TAMUS")

**LENDER'S MAILING ADDRESS:** c/o System Real Estate Office  
The Texas A&M University System  
A&M System Building, Suite 1151  
200 Technology Way  
College Station, Texas 77845-3424  
Brazos County, Texas

**BORROWER:** DALLAS CAMPUS, LP, a Maryland limited partnership authorized to do business in Texas (hereafter "DALLAS CAMPUS")

**BORROWER'S MAILING ADDRESS:** c/o Erickson Retirement Communities  
701 Maiden Choice Lane  
Baltimore, Maryland 21228

**TRUSTEE:** Dan K. Buchly  
Associate Vice Chancellor for Real Estate  
System Real Estate Office  
200 Technology Way, Ste. 1151  
The Texas A&M University System

I certify the above to be a true and correct copy of the original instrument.  
TITLE TEXAS, INC.  
By: 

**COLLATERAL:** 20.0314 acre tract of land (hereafter the "Property") in the John Clay Survey, Abstract No. 228, and being a portion of an 88.918 acre tract of land conveyed by TAMUS to DALLAS CAMPUS by Special Warranty Deed with Vendor's Lien, and being more particularly described in Exhibit "A" attached to this Deed of Trust and incorporated for all purposes.

For value received and to secure payment of the Note, DALLAS CAMPUS conveys the Property to Trustee in trust. DALLAS CAMPUS warrants and agrees to defend the title to the Property, subject only to exceptions to conveyance and warranty. On payment of the Note and all other amounts secured by this Deed of Trust, this Deed of Trust will have no further effect, and TAMUS will release it at DALLAS CAMPUS' expense.

## TERMS, COVENANTS, OBLIGATIONS

**DALLAS CAMPUS** grants this Deed of Trust to the Trustee, to secure payment of a debt to **TAMUS**, and according to the following terms, covenants, obligations and conditions:

1. This Deed of Trust is granted by **DALLAS CAMPUS** to secure payment of the principal amount of **FOUR MILLION, FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$4,400,000.00)**, payable to the order of the **BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM**. **DALLAS CAMPUS** covenants to pay the Loan Amount on May 25, 2010.

The consideration of **FOUR MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$4,400,000.00)** is to be paid to **TAMUS** on, but no later than, the due date at the address indicated above or at the addresses specified in writing by **TAMUS** to **DALLAS CAMPUS**.

2. If **DALLAS CAMPUS** pays or causes to be paid this Deed of Trust and any other indebtedness under it, on the due date and keeps and performs each and every other term, covenant and obligation, **TAMUS** will release this Deed of Trust and will provide **DALLAS CAMPUS** with a recordable form release of lien.
3. **DALLAS CAMPUS** represents that this Deed of Trust is given in addition to a Vendor's Lien retained in a Special Warranty Deed of even date from **TAMUS** to **DALLAS CAMPUS**. The lien on the Property is for purchase money, and is superior in right and priority to any other liens secured by or filed against the Property. **DALLAS CAMPUS** agrees that in the event a lien, debt, or encumbrance is asserted to be superior in right or prior in time to the Vendor's Lien and the lien created by this Deed of Trust, **DALLAS CAMPUS** will, within sixty (60) calendar days of the date of notice to **DALLAS CAMPUS**, ensure such lien, debt or encumbrance is removed from the Property. **DALLAS CAMPUS** will provide **TAMUS** with written verification that such lien, debt or encumbrance has been removed or released.
5. **DALLAS CAMPUS** represents that the Property is to be used by **DALLAS CAMPUS** for the primary purpose of business, and no part of the Property securing the Note will constitute personal and/or business homestead property.

## CLAUSES AND COVENANTS

### A. **DALLAS CAMPUS' OBLIGATIONS**

**DALLAS CAMPUS** agrees to:

1. keep the Property in good repair and condition;
2. pay all taxes and assessments on the Property and deliver proof of such payment to **TAMUS** before delinquency;

3. defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this Deed of Trust;
4. maintain, in a form acceptable to TAMUS, an insurance policy and deliver the insurance policy to TAMUS within ten days of the date of this Deed of Trust and deliver renewals to TAMUS at least fifteen days before expiration;
5. obey all laws, ordinances, and restrictive covenants applicable to the Property;
6. if the lien of this Deed of Trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments.

**B. TAMUS' RIGHTS**

1. TAMUS may appoint in writing a substitute trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the Note are used to pay any debt secured by prior liens, TAMUS is subrogated to all the rights and liens of the holders of any debt so paid.
3. TAMUS may apply any proceeds received under the insurance policy either to reduce the Note or to repair or replace damaged or destroyed improvements covered by the policy.
4. Notwithstanding note terms to the contrary, and unless applicable law prohibits, all payments received by TAMUS from DALLAS CAMPUS under the Note or this Deed of Trust may, at TAMUS' discretion, be applied first to amounts payable under this Deed of Trust and then to amounts due and payable to TAMUS under the Note, to be applied to late charges, principal, or interest in the order TAMUS in its discretion determines.
5. If DALLAS CAMPUS fails to perform any of DALLAS CAMPUS' obligations, TAMUS may perform those obligations and be reimbursed by DALLAS CAMPUS on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this Deed of Trust.
6. If there is a default on the Note or if DALLAS CAMPUS fails to perform any of DALLAS CAMPUS' obligations and the default continues after any required notice of the default and the time allowed to cure, TAMUS may:
  - a. declare the unpaid principal balance and earned interest on the Note immediately due;

- b. direct Trustee to foreclose this lien, in which case **TAMUS** or **TAMUS'** agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
  - c. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Note.
7. **TAMUS** may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

**C. TRUSTEE'S RIGHTS AND DUTIES**

If directed by **TAMUS** to foreclose this lien, Trustee will:

- 1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;
- 2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a special warranty binding **DALLAS CAMPUS**, subject to any Prior Lien without representation or warranty, express or implied, by Trustee;
- 3. from the proceeds of the sale, pay, in this order:
  - a. expenses of foreclosure, including a reasonable commission to Trustee;
  - b. to **TAMUS**, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
  - c. any amounts required by law to be paid before payment to **DALLAS CAMPUS**; and
  - d. to **DALLAS CAMPUS**, any balance; and
- 4. be indemnified by **TAMUS**, to the extent allowed by the Constitution and Laws of the State of Texas, against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this Deed of Trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

**D. GENERAL PROVISIONS**

- 1. If any of the Property is sold under this Deed of Trust, **DALLAS CAMPUS** must immediately surrender possession to the purchaser. If **DALLAS CAMPUS** fails to do so, **DALLAS CAMPUS** will become a tenant at sufferance of the

purchaser, subject to an action for forcible detainer.

2. Recitals in any Trustee's Deed conveying the Property will be presumed to be true.
3. Proceeding under this Deed of Trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien will remain superior to liens later created even if the time of payment of the Note is extended or part of the Property is released.
5. If any portion of the Note cannot be lawfully secured by this Deed of Trust, payments will be applied first to discharge that portion.
6. **DALLAS CAMPUS** assigns to **TAMUS** all amounts payable to or received by **DALLAS CAMPUS** from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees and court and other costs, **TAMUS** will either release any remaining amounts to **DALLAS CAMPUS** or apply such amounts to reduce the Note. **TAMUS** will not be liable for failure to collect or to exercise diligence in collecting any such amounts. **DALLAS CAMPUS** will immediately give **TAMUS** notice of any actual or threatened proceedings for condemnation of all or part of the Property.
7. **DALLAS CAMPUS** assigns to **TAMUS** absolutely, not only as collateral, all present and future rent and other income and receipts from the Property. **DALLAS CAMPUS** warrants the validity and enforceability of the assignment. **DALLAS CAMPUS** may as **TAMUS**' licensee collect rent and other income and receipts as long as **DALLAS CAMPUS** is not in default under the Note or this Deed of Trust. **DALLAS CAMPUS** will apply all rent and other income and receipts to payment of the Note and performance of this Deed of Trust, but if the rent and other income and receipts exceed the amount due under the Note and Deed of Trust, **DALLAS CAMPUS** may retain the excess. If **DALLAS CAMPUS** defaults in payment of the Note or performance of this Deed of Trust, **TAMUS** may terminate **DALLAS CAMPUS**' license to collect rent and other income and then as **DALLAS CAMPUS** agent may rent the Property and collect all rent and other income and receipts. **TAMUS** neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. **TAMUS** may exercise **TAMUS**' rights and remedies under this paragraph without taking possession of the Property. **TAMUS** will apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising **TAMUS**' rights and remedies and then to **DALLAS CAMPUS**' obligations under the Note and this Deed of Trust in the order determined by **TAMUS**. **TAMUS** is not required to act under this paragraph, and acting under this paragraph does not waive any of **TAMUS**' other rights or remedies. If

**DALLAS CAMPUS** becomes a voluntary or involuntary debtor in bankruptcy, **TAMUS'** filing a proof of claim in bankruptcy will be deemed equivalent to the appointment of a receiver under Texas law.

8. Interest on the debt secured by this Deed of Trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.
9. In no event may this Deed of Trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.
10. When the context requires, singular nouns and pronouns include the plural.
11. The term *Note* includes all extensions and renewals of the Note and all amounts secured by this Deed of Trust.
12. This Deed of Trust binds, benefits, and may be enforced by the successors in interest of all parties.
13. **DALLAS CAMPUS** and each surety, endorser, and guarantor of the Note waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.
14. **DALLAS CAMPUS** agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing **TAMUS'** rights under this Deed of Trust if this Deed of Trust is placed in the hands of an attorney for enforcement.
15. If any provision of this Deed of Trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.
16. **DALLAS CAMPUS** represents that this Deed of Trust and the Note are given to secure the purchase of the above reference property.
17. If **DALLAS CAMPUS** transfers any part of the Property without **TAMUS'** prior written consent, **TAMUS** may declare the debts secured by this deed of trust immediately payable and invoke any remedies provided in this deed of trust for default; provided, however, **DALLAS CAMPUS** may transfer the Property without the consent of **TAMUS** in connection with sale-leaseback financing so long as the Property continues to be used as a continuing care community.





**LEGAL DESCRIPTION  
TRACT TWO  
20.0314 ACRES  
John Clay Survey, Abstract No. 223  
City of Dallas, Collin County, Texas**

**BEING** a tract of land situated in the John Clay Survey, Abstract No. 223, in the City of Dallas, Collin County, Texas, and being a part of the City of Dallas Block No. 8735, and the 88.7891 acre tract of land described as Tract A in deed to the State of Texas for the benefit and use of the Board of Directors of the Texas A&M University, recorded in Volume 837, Page 591 of the Deed Records of Collin County, Texas, and being more particularly described as follows:

**COMMENCING** at a 5/8-inch iron rod with cap found for the intersection of the northwesterly right-of-way line of the Dallas Area Rapid Transit Railroad (DART) (100 foot right-of-way) with the easterly right-of-way line of Coit Road (FM 3193, a 130 foot public right-of-way);

**Thence** with said easterly right-of-way line of Coit Road, North  $00^{\circ}27'35''$  East, a distance of 1809.63 feet to a cross mark cut in concrete in the center of Frankford Road (formerly Renner Road), an undedicated road for corner;

**Thence** with said center of Frankford Road, South  $89^{\circ}12'16''$  East, a distance of 1949.94 feet to a PK nail set for the **POINT OF BEGINNING**;

**THENCE** continuing with said center of Frankford Road, South  $89^{\circ}12'16''$  East, a distance of 753.52 feet to a PK nail found, from which a 5/8" iron rod found bears South  $00^{\circ}13'00''$  West, 18.0 feet, for the northwest corner of Lot 1, Block B/8735, Phase I, U.T.D. Synergy Park, an addition in the City of Dallas, Collin County, Texas, according the the plat thereof recorded in Cabinet F, Page 551 of the Map Records of Collin County, Texas;

**THENCE** with west line of said Lot 1, Block B/8735, South  $00^{\circ}13'00''$  West, a distance of 1052.87 feet to a 3/8" iron rod with cap found in the northwesterly right-of-way of DART, for the southwest corner of said Lot 1, Block B, Phase I, U.T.D. Synergy Park;

**THENCE** with the said northwesterly right-of-way line, South  $75^{\circ}09'26''$  West, a distance of 780.28 feet to 5/8-inch iron rod set with a cap stamped "KHA" for corner;

**THENCE** leaving the northwesterly right-of-way line of DART, North  $00^{\circ}13'00''$  East, a distance of 1263.22 feet to the **POINT OF BEGINNING** and containing 20.0314 acres of land.

Bearing system based upon the deed of Texas Research Foundation, recorded in Volume 464, Page 364 of the Deed Records of Collin County, Texas.

**COPY**  
*original in safe*

## PROMISSORY NOTE

**Date:** May 25, 2005

**Borrower:** DALLAS CAMPUS, LP (hereafter "DALLAS CAMPUS")

**Borrower's Mailing Address:** c/o Erickson Retirement Communities  
701 Maiden Choice Lane  
Baltimore, Baltimore County, Maryland 21228

**Lender:** BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM  
(hereafter "TAMUS")

**Place for Payment:** System Real Estate Office  
The Texas A&M University System  
A&M System Building  
Technology Way, Suite 1151  
College Station, Brazos County, Texas 77845-3424

**Total Consideration:**

FOUR MILLION FOUR HUNDRED THOUSAND AND NO/100  
DOLLARS (\$4,400,000.00)

**Default Interest Rate:** Maximum Rate permitted by law

**Maturity Date:** May 25, 2010

**Terms of Payment:** FOUR MILLION FOUR HUNDRED THOUSAND AND NO/100  
DOLLARS (\$4,400,000.00) is due and payable on the Maturity Date

**Security for Payment:** This Note is secured by a Deed of Trust dated the 25th day of May, 2005, from DALLAS CAMPUS to Dan K. Buchly, Trustee, which covers the following real property:

20.0314 acre tract of land in the John Clay Survey, Abstract No. 228, and being a portion of an 88.918 acre tract of land conveyed by TAMUS to DALLAS CAMPUS by Special Warranty Deed with Vendor's Lien, and being more particularly described in Exhibit "A" attached to this Note and incorporated for all purposes.

**Other Security for Payment:** None

**DALLAS CAMPUS** promises to pay to the order of **TAMUS** the consideration stated. This Note is payable at the place for payment and according to the terms of payment.

If **DALLAS CAMPUS** defaults in the performance of any obligation in any instrument securing or collateral to this Note, **TAMUS** may declare this Note immediately due.

Notwithstanding any other provision of this Note, in the event of a default, before exercising any of **TAMUS'** remedies under this Note or the Deed of Trust securing it, **TAMUS** will first give **DALLAS CAMPUS** and the beneficiary under any Deed of Trust which is junior to the Deed of Trust securing this Note (the "Junior Deed of Trust Holder") written notice of default and **DALLAS CAMPUS** and the Junior Deed of Trust Holder will have ten days after the date of such notice in which to cure the default. If the default is not cured within ten days after the date of the notice, **DALLAS CAMPUS** and each surety, endorser, and guarantor waives all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law. Any notice of acceleration sent by **TAMUS** to **DALLAS CAMPUS** shall also be sent by **TAMUS** to the Junior Deed of Trust Holder, whereupon, Junior Deed of Trust Holder shall have the option to purchase this Note and the related documents, without recourse, representation or warranty, within forty-five (45) days following the date of the notice of acceleration for the outstanding principal amount of \$4,400,000.00. **TAMUS** shall not be required to send any notices to a Junior Deed of Trust Holder unless **TAMUS** has received a notice from such holder of its name and address prior to the date of the notice of acceleration.

**DALLAS CAMPUS** will be in default if (1) **DALLAS CAMPUS** fails to timely pay or perform any obligation or covenant in this Note or in any written agreement between **DALLAS CAMPUS** and **TAMUS**; (2) **DALLAS CAMPUS** makes any false statement or representation in this Note; (3) a receiver is appointed for **DALLAS CAMPUS** or any of the Security; (4) **DALLAS CAMPUS** assigns the Security for the benefit of creditors; (5) bankruptcy or insolvency proceedings are commenced against or by any of the following parties: **DALLAS CAMPUS**; any partnership of which **DALLAS CAMPUS** is a general partner; or any maker, drawer, acceptor, endorser, guarantor, surety, accommodation party, or other person liable on or for any part of this Note; (6) any of the following parties are dissolved: **DALLAS CAMPUS**; any partnership of which **DALLAS CAMPUS** is a general partner; or any maker, drawer, acceptor, endorser, guarantor, surety, accommodation party, or other person liable on or for any part of this Note; or (7) **DALLAS CAMPUS** permits the impairment of any of the Security by loss, theft, damage, levy and execution, or destruction, unless it is promptly replaced with security of like kind and quality or restored to its former condition, all as determined by **TAMUS** in its sole discretion.

**DALLAS CAMPUS** also promises to pay reasonable attorney's fees, court and other costs if this Note is placed in the hands of an attorney, including the Texas Attorney General's Office, to collect or enforce this Note. These expenses will bear interest from the date of advance at 10% per annum on the matured unpaid amount. **DALLAS CAMPUS** will pay **TAMUS** these expenses and interest on demand at the place for payment. These expenses and interest will become part of the debt evidenced by this Note and will be secured by any security for payment.

After maturity, by acceleration or otherwise, interest on the debt evidenced by this Note will be due and payable at the Default Interest Rate.

**DALLAS CAMPUS** may prepay this Note in whole or in part without the prior written consent of **TAMUS** and without penalty or premium.

If any provision of this Note conflicts with any provision of a loan agreement, Deed of Trust, or security agreement on the same transaction between **TAMUS** and **DALLAS CAMPUS**, the provisions of the Deed of Trust will govern to the extent of the conflict.

**DALLAS CAMPUS** is responsible for all obligations represented by this Note.

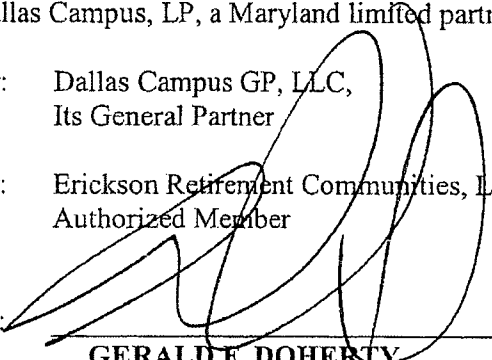
When the context requires, singular nouns and pronouns include the plural.

**"DALLAS CAMPUS"**

Dallas Campus, LP, a Maryland limited partnership

By: Dallas Campus GP, LLC,  
Its General Partner

By: Erickson Retirement Communities, LLC,  
Authorized Member

By:   
**GERALD F. DOHERTY**  
Executive Vice President

# Northern District of Texas Claims Register

09-37012-sgj11 Dallas Campus, LP

**Judge:** Stacey G. Jernigan

**Chapter:** 11

**Office:** Dallas

**Last Date to file claims:** 02/28/2010

**Trustee:**

**Last Date to file (Govt):**

<b>Creditor:</b> (12889173) The Texas A&M University System c/o E. Stuart Phillips Assistant Attorney General The Texas Attorney General's Office P. O. Box 12548, MC-008 Austin, Texas 78711-2548	<b>Claim No:</b> 3 <b>Original Filed Date:</b> 12/22/2009 <b>Original Entered Date:</b> 12/22/2009	<b>Status:</b> Filed by: CR Entered by: Phillips, Edith Modified:
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Secured claimed: \$4400000.00

**Total claimed: \$4400000.00**

**History:**

**Details**    3-1    12/22/2009 Claim #3 filed by The Texas A&M University System, total amount claimed: \$4400000 (Phillips, Edith )

**Description:** (3-1) Real estate sale-Deed of Trust

**Remarks:** (3-1) 20 acres Collin County, Texas

## Claims Register Summary

**Case Name:** Dallas Campus, LP

**Case Number:** 09-37012-sgj11

**Chapter:** 11

**Date Filed:** 10/19/2009

**Total Number Of Claims:** 1

	Total Amount Claimed	Total Amount Allowed
<b>Unsecured</b>		
<b>Secured</b>	\$4400000.00	
<b>Priority</b>		
<b>Unknown</b>		
<b>Administrative</b>		
<b>Total</b>	<b>\$4400000.00</b>	<b>\$0.00</b>