

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: 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):

Raina Patel

Check this box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent:

20835747002831
PATEL, RAINA
3606 GEORGE WASHINGTON LANE
MISSOURI CITY, TX 77459

YOUR CLAIM IS SCHEDULED AS:
Schedule/Claim ID: s3548
AMOUNT/CLASSIFICATION
\$9,000.00 UNSECURED

Court Claim Number:
(If known)

Filed on:

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

RECEIVED

JAN 05 2010

BMC GROUP

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:

ph# 832-244-6332

Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: \$ 9000.00

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

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: part of benefit package accompanying my hired position

3. Last four digits of any number by which creditor identifies debtor: No numeric identifier used. Only identified by name as above

Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

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).

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.

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

Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).

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

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

Amount entitled to priority:

\$

*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain: other: Erickson company issued certificate is stored in safety deposit box. Access is difficult on short timeline, but can be obtained if necessary.

FOR COURT USE ONLY

Date: 12/28/2009

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.

Patel, MD Raina Patel, MD.

Erickson Ret. Comm. LLC



00268



Letter sent to me by
company

February 26, 2007

Dear Growth Participation Plan Participant:

We are writing to update you on the status of the Erickson Growth Participation Plan (GPP), and your eligibility for the Plan.

You became eligible for the GPP by virtue of your hire or promotion into an eligible position in 2005. Under our former process, you would have received information on the Plan, a Plan document and a certificate signifying your unit grant in the spring of 2006.

As you know, major changes to the GPP were announced in March of 2006. Due to the changes to the format of the GPP, several elements of the Plan had to be updated or changed, including the Plan document. As a result of these numerous changes, no new units have been issued to date. We are in the process of finalizing these changes and when they are complete, we will send information on the new Plan structure, a new Plan document and your individual grant.

We thank you for your patience in this process, and will forward additional updates as soon as possible.

Sincerely,

The Plan Administrators



June 15, 2007
Raina Patel
EAGLE

Dear Raina,

Over the past year, the Growth Participation Plan (GPP) has undergone significant changes. Undoubtedly, you have heard about the Plan and wonder how it affects you. 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.

Due to your hire or promotion in 2005, you became eligible to receive the total New Participation Unit grant associated with your position. The total unit grant is 150 units. This grant will be issued in four installments of 37.5 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. The grant issuance is evidenced by this letter. We will not be issuing separate certificates.

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

Sincerely,

The Plan Administrators

(This is first page only.)

**ERICKSON RETIREMENT COMMUNITIES, LLC
AMENDED AND RESTATED GROWTH PARTICIPATION PLAN**

THIS AMENDED AND RESTATED GROWTH PARTICIPATION PLAN (this "Agreement") is hereby entered into by Erickson Group, LLC ("Group"), Erickson Retirement Communities, LLC ("Erickson") and by the Administrators of the Plan effective as of the 1st day of January, 2006.

RECITALS

A. Group (formerly known as Senior Campus Holdings, L.L.C.) entered into the Growth Participation Plan (the "Original Plan") effective as of September 1, 1998.

B. The Original Plan was subsequently amended numerous times (as so amended the "Current Plan").

C. Group and Erickson desire to assign Group's rights and responsibilities under the Current Plan to Erickson.

D. The Administrators, with the consent of Group and Erickson, now desire to amend and restate in its entirety the Current Plan.

NOW, THEREFORE, the Current Plan, including the Original Plan and all amendments thereto, are hereby amended and restated in its entirety as follows:

**ARTICLE I
Assignment**

1.1 **Assignment.** Group hereby assigns to Erickson all of Group's rights, duties, responsibilities and liabilities under the Current Plan, and Erickson hereby accepts such assignment. In consideration of such assignment, Erickson agrees to defend, indemnify and hold Group harmless from and against any and all claims, demands, costs or expenses incurred or expended in connection with any claims by any Participant.

**ARTICLE II
Purpose**

2.1 **Purpose.** Erickson hereby establishes the Erickson Retirement Communities, LLC Growth Participation Plan (the "Plan"). The purpose of the Plan is to promote the long-term growth and profitability of Erickson by offering long-term performance-based incentive compensation to key executives of Erickson and its Affiliates who are largely responsible for the continued financial success of Erickson. Such performance-based incentive compensation shall be based upon the award of participation units ("Participation Units"), the value of which is related to the appreciation in the value of Erickson as determined under the Plan.

