

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):

Lonny Blessing

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

Name and address where notices should be sent:

20835747007525
BLESSING, LONNY
3006 CARLEE RUN COURT
ELLCOTT CITY, MD 21042

YOUR CLAIM IS SCHEDULED AS:
Schedule/Claim ID: s2511
AMOUNT/CLASSIFICATION
\$270,326.25 UNSECURED
[Contingent/Unliquidated/Disputed]

Court Claim Number: _____
(If known)

Filed on: _____

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

Same as above

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: (443) 572-9761

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

1. Amount of Claim as of Date Case Filed: \$ 270,326.25

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.

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).

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.

2. Basis for Claim: _____
(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: Real Estate Motor Vehicle Other

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: \$ _____

RECEIVED
JAN 12 2010
BMC GROUP

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:

Erickson Ret. Comm. LLC
00417

Date:

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.

Lonny A. Blessing 1/2/10 Lonny A. Blessing

FILED
FOR COURT USE ONLY
JAN 06 2010
TAWANA C. MARSHALL, CLERK
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
JD

REDEMPTION AGREEMENT

This REDEMPTION AGREEMENT (this "Agreement") is made and entered into this 11th day of July, 2005, by and between ERICKSON GROUP, LLC (formerly known as Senior Campus Living Holdings, LLC) (hereinafter "Group"), ERICKSON RETIREMENT COMMUNITIES, LLC, (formerly known as Senior Campus Living, LLC, and a wholly owned subsidiary of Group) (hereinafter, "Erickson"), and LONNY BLESSING (hereinafter referred to as "Employee").

RECITALS

A. Erickson has in the past entered into Employment Agreements with certain key employees (each, an "Employment Agreement").

B. In 1998, Group instituted the Growth Participation Plan (the "GPP") in order to promote the long term growth and profitability of Group and its affiliates, including Erickson, pursuant to that certain document entitled "Senior Campus Holdings, L.L.C. Growth Participation Plan", as such document has been subsequently amended (together with all amendments thereto, the "GPP Agreement").

C. Pursuant to that certain Group Second Amended and Restated Operating Agreement dated March 2, 1999 (together with all amendments thereto, the "Group Operating Agreement"), Group established a class of membership interests in Group known as Class B Members, which interests were divided into shares (the "Class B Shares").

D. As of the date of this Agreement, Employee has been granted the number of Equity Units under the GPP shown in Section 2 of Exhibit A attached hereto, and the number of Class B Shares shown in Section 3 of Exhibit A attached hereto.

E. The parties hereto desire to terminate the Employee's Employment Agreement (if applicable), and to memorialize their agreements with respect to Employee's Equity Units and Class B Shares.

F. Capitalized terms used herein and not otherwise defined in this Agreement shall have the meaning given such term in the GPP Agreement, unless the context clearly indicates otherwise.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Exhibit A attached hereto identifies if Employee has an Employment Agreement. If Employee has an Employment Agreement, the parties hereto agree that effective as of the date hereof, the Employment Agreement is hereby terminated and neither party thereto shall have any

further rights or obligations thereunder, and from this date forward Employee shall be an employee of Erickson at will.

2. In the event that Employee's employment at Erickson is hereinafter terminated by Erickson, any severance terms that Erickson may offer Employee shall be on terms consistent with Erickson's then current practices and procedures.

3. Notwithstanding the foregoing paragraph or anything to the contrary contained in the GPP Agreement or the Group Operating Agreement, the parties hereto acknowledge and agree that upon any severance of Employee's employment from Erickson (for any reason other than Cause) that occurs between the Put Periods established under the GPP, that the value of Employee's then held Equity Units shall equal (i) the Fair Value per Equity Unit for the Put Period immediately preceding separation of employment, plus (ii) the pro-rated portion of any increase or decrease in the Fair Value per Equity Unit, pro-rated based on the number of days worked/elapsed between Put Periods. In the event of any severance of employment due to Cause, Employee's then held Equity Units shall be disposed of in accordance with the terms of the GPP Agreement, and the Employee's Class B shares shall be disposed of in accordance with the Group Operating Agreement.

4. Employee hereby elects to redeem the number of Equity Units designated in Section 4 of Exhibit A attached hereto and the number of Class B Shares designated in Section 5 of Exhibit A attached hereto. Employee and Erickson agree that the Equity Units and the Class B Shares being redeemed have the value set forth in Section 6 of Exhibit A attached hereto, and that such sum shall be paid to Employee by Erickson in accordance with Section 7 of Exhibit A.

5. Notwithstanding anything herein to the contrary, no payment shall be made under this Agreement that would cause the Group or Erickson or any Affiliate to violate any banking agreement or loan or other financial covenant or cause default of any senior indebtedness of the Group or Erickson or any Affiliate, regardless of when such agreement, covenant or indebtedness was created, incurred or assumed. Any payment under this Agreement that would cause such violation or default shall be deferred until, in the sole discretion of the Administrator, such payment shall no longer cause any such violation or default. Any payment deferred in consequence of the provisions of the preceding sentence shall bear simple interest from the date such payment would otherwise have been made to the date when such payment is actually made, at the rate of 9% per annum.

6. It is further understood and agreed that no promise, inducement, or agreement not herein expressed has been made, and further that this Agreement contains the entire agreement of the parties. Employee further states that Employee has carefully read this Agreement, knows the contents, and understands the same, and signs this agreement as Employee's voluntary act and deed.

7. This Redemption Agreement embodies the entire agreement between Group, Erickson and Employee and may only be modified by a writing signed by all the parties hereto.

8. Except as expressly provided in this Agreement to the contrary, the GPP Agreement, including any amendments made subsequent to the date hereof, shall control Employee's rights with respect to unredeemed Equity Units, and the Group Operating Agreement, including any amendments made subsequent to the date hereof, shall Control Employee's rights with respect to unredeemed Class B Shares.

WITNESS:

Gisa A Hoos

EMPLOYEE:

By: Lonny A. Blessing
Name: Lonny Blessing

WITNESS:

Gisa A Hoos

ERICKSON RETIREMENT COMMUNITIES, LLC

By: Jeffrey A. Jacobson
Name: Jeffrey A. Jacobson
Title: Executive Vice President + CFO

ERICKSON GROUP, LLC

Gisa A Hoos

By: Jeffrey A. Jacobson
Name: Jeffrey A. Jacobson
Title: Treasurer

SCHEDULE A

1. Employment Agreement: None
2. Equity Units granted and outstanding: See Attached
3. Class B Shares granted and outstanding: None
4. Number of GPP Units being redeemed and strike price per Equity Unit: See Attached

	Equity Units At \$		per Equity Unit
	Equity Units At \$		per Equity Unit
	Equity Units At \$		per Equity Unit

5. Number of Class B Shares being redeemed and strike price per Class B Share:

Ø Class B Shares At \$0.00 per Class B Share.

6. Total value of redeemed Equity Units and Class B Shares: \$578,459.00

7. Payment Terms:

Interest of the outstanding value of the redeemed but unpaid Equity Units shall accrue interest at the rate of 9% per annum, commencing on May 1, 2005. Payments made on account of redeemed Equity Units shall be applied first to accrued interest, and then to the outstanding value of redeemed but unpaid Equity Units.

Erickson agrees to make payments on account of the redeemed Equity Units as follows:

July 15, 2005 - \$168,434.75
 July 15, 2006 - \$168,434.75
 July 15, 2007 - \$168,434.75
 July 15, 2008 - \$168,434.75

LONNY BLESSING

	<u>Units</u>	<u>Value</u>
Lonny Blessing		
GPP - Directly Owned	1,150	1,156,914.00
	200	210,348.00
	<u>1,300</u>	<u>1,367,262.00</u>
Total Units/Value		
Permitted to Keep	<u><750></u>	788,805.00
Required to Redeem	<u>550</u>	578,457.00
Payment Schedule		
Interest through July 15, 2008		
July 15, 2005	168,434.75	<u>95,282.00</u>
July 15, 2006	168,434.75	<u>\$ 673,739.00</u>
July 15, 2007	168,434.75	
July 15, 2008	168,434.75	
Total		\$673,739.00