


UNITED STATES BANKRUPTCY COURT Northern District of Texas		PROOF OF CLAIM
Name of Debtor: ERICKSON CONSTRUCTION, LLC		Case Number: 09-37010
<i>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.</i>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): SOUTH SHORE IRON WORKS, INC.		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent: SOUTH SHORE IRON WORKS, INC Attn: Fred Hartmann, Vice President 407 W. 109th Street, Chicago, IL 60628 773-264-2267		Court Claim Number: _____ <i>(if known)</i>
Name and address where payment should be sent (if different from above): <div style="text-align: center;">RECEIVED JAN 19 2010 BMC GROUP</div>		Filed on: _____
Telephone number: _____		<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.
1. Amount of Claim as of Date Case Filed: \$ <u>208,173.10</u>		<input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
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>MECHANICS LIEN</u> (See instruction #2 on reverse side.)		<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).
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.)		<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).
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: 960 AUDUBON WAY, LINCOLNSHIRE, IL 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>208,173.10</u> Amount Unsecured: \$ <u>0.00</u>		<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.		Amount entitled to priority: \$ _____
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:		<i>*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.</i>
Date: <u>01/13/2010</u>	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. /S/ RAYMOND J. OSTLER	FOR COURT USE ONLY Erickson Ret. Comm. LLC  00530

MECHANIC'S LIEN:
CLAIM

STATE OF ILLINOIS

COUNTY OF Lake

FILE COPY

SOUTH SHORE IRON WORK'S INC.

CLAIMANT

-VS-

Lincolnshire Campus. LLC
Sedgebrook, Inc.

Manufacturers and Traders Trust Company, as Bond Trustee
ERICKSON CONSTRUCTION, LLC

DEFENDANT(S)

The claimant, **SOUTH SHORE IRON WORK'S INC.** of Chicago, IL 60628, County of Cook, hereby files a claim for lien against **ERICKSON CONSTRUCTION, LLC**, contractor of 20 Riverside Road, Lincolnshire State of IL and **Lincolnshire Campus. LLC** Chicago, IL 60604-1101 {hereinafter referred to as "owner(s)"} and **Sedgebrook, Inc.** Chicago, IL 60604 **Manufacturers and Traders Trust Company**, as Bond Trustee Buffalo, NY 14203 {hereinafter referred to as "lender(s)"} and states:

That on or about 10/29/2007, the owner owned the following described land in the County of Lake, State of Illinois to wit:

Street Address: **Renaissance Gardens @ Sedgebrook 960 Audubon Way Lincolnshire, IL 60069:**

A/K/A: **Lot 1 in Sedgebrook Subdivision, being a subdivision of part of the Southeast 1/4 of Section 22 and of the Southwest 1/4 of Section 23 and of the Northwest 1/4 of Section 26 and of the Northeast 1/4 of Section 27, all in Township 43 North, Range 11 East of the Third Principal Meridian in the County of Lake in the State of Illinois**

A/K/A: **TAX # 15-23-302-001; 15-22-406-001**

and **ERICKSON CONSTRUCTION, LLC** was the owner's contractor for the improvement thereof. That on or about 10/29/2007, said contractor made a subcontract with the claimant to provide labor and material to fabricate and erect steel for and in said improvement, and that on or about 03/19/2009 the claimant completed thereunder all that was required to be done by said contract.

es@ngc.in

LC 38H

090423762

**Original Lien Recorded
Lake County, Illinois Recorder
of Deeds as Doc. No. 6476255**

The following amounts are due on said contract:

Contract	\$1,700,000.00
Extras/Change Orders	\$48,361.00
Credits	\$0.00
Payments	\$1,540,197.90

Total Balance Due \$208,163.10

leaving due, unpaid and owing to the claimant after allowing all credits, the sum of Two Hundred Eight Thousand One Hundred Sixty-Three and One Tenths (\$208,163.10) Dollars, for which, with interest, the Claimant claims a lien on said land, beneficial interests, if any, and improvements, and on the moneys or other considerations due or to become due from the owner under said contract.

To the extent permitted by law, all waivers of lien heretofore given by claimant, if any, in order to induce payment not received are hereby revoked. Acceptance of payment by claimant of part, but not all, of the amount claimed due hereunder shall not operate to invalidate this notice.

IN WITNESS WHEREOF, the undersigned has signed this instrument on April 28, 2009.

SOUTH SHORE IRON WORK'S INC.

BY: [Signature]
Fred Hartmann Vice President

Prepared By:
SOUTH SHORE IRON WORK'S INC.
407 W. 109th Street
Chicago, IL 60628

VERIFICATION

State of Illinois
County of Cook

The affiant, Fred Hartmann, being first duly sworn, on oath deposes and says that the affiant is Vice President of the claimant; that the affiant has read the foregoing claim for lien and knows the contents thereof; and that all the statements therein contained are true.

[Signature]
Fred Hartmann Vice President

Subscribed and sworn to
before me this April 28, 2009.

[Signature]
Notary Public's Signature



South Shore Iron Works

Sub: South Shore Iron Works, Inc.
Cost Code: 517EC10-48400-051000

Contract Number: 8

SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR

THIS SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR (this "Agreement") is made as of 12/31/2007 by and between ERICKSON CONSTRUCTION, LLC (the "Contractor"), having an address of 703 Maiden Choice Road, Baltimore, Maryland 21228, Attn: Pete Szpak; and South Shore Iron Works, Inc. (the "Subcontractor"), having an address of 407 West 109th Street, Chicago, IL, 60628.

RECITALS

A. The Contractor has made a contract for construction dated as of 11/01/2007 (the "Prime Contract") with Lincolnshire Campus, LLC (the "Owner"), having an address of 701 Maiden Choice Lane, Baltimore, Maryland 21228. A copy of the Prime Contract containing all provisions applicable to Subcontractor shall be made available to the Subcontractor, upon request, in Contractor's general offices.

B. The Prime Contract is for the provision of labor, materials and services in connection with the construction of Sedgebrook RG1.0, 20 Riverside Rd., being part of a project known as Sedgebrook, Inc., located in Lincolnshire, Illinois (the "Project").

C. The Architect for the Work (as such term is defined in Section 2.1 below) is Wallace Roberts & Todd, LLC (the "Architect"), having an address of 1700 Market Street, Philadelphia, PA, 19103.

D. The Developer of the Project is Erickson Retirement Communities, LLC (the "Developer"), having an address of 701 Maiden Choice Lane, Baltimore, Maryland 21228.

E. The Operator of the Project is Sedgebrook, Inc. (the "Operator"), having an address of 701 Maiden Choice Lane, Baltimore, Maryland 21228.

NOW THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor hereby agrees to hire the Subcontractor to perform the Work, and the Subcontractor hereby agrees to perform the Work, on the terms and conditions hereinafter set forth in this Subcontract.

1. THE SUBCONTRACT DOCUMENTS.

1.1. The Subcontract Documents consist of (1) this Subcontract; (2) provisions of the Prime Contract applicable to the Work, (including all General Conditions to the Prime Contract, and all Drawings and Specifications, as such terms are defined in the Prime Contract); (3) other documents listed in Section 1.2 below; and (4) modifications to this Subcontract issued after execution of this Subcontract. To the extent any terms of this Subcontract are in conflict with the terms of the Prime Contract, the terms of this Subcontract shall control. The Subcontract Documents form the Subcontract, and are as fully a part of this Subcontract as if attached to this Subcontract or repeated herein. The Subcontract represents the entire and integrated Subcontract between the parties hereto and supersedes all prior negotiations, representations or Subcontracts, either written or oral. All initially capitalized terms used herein, unless otherwise defined in this Subcontract, shall have the meanings given such terms in the Prime Contract.

1.2. To the extent not listed directly above, the Subcontract Documents, except for Modifications issued after execution of this Subcontract, are enumerated as follows: (on Exhibit A attached hereto)

2. THE WORK OF THIS SUBCONTRACT.

2.1. The term "Work" shall mean and refer to all labor, supervision, materials and services scaffolding, tools, equipment, supplies, hoisting, vertical transportation and all other things necessary for the construction and completion of the work described in Exhibit B and work incidental thereto, in strict accordance and full compliance with the terms of the Subcontract Documents (which are hereby incorporated by reference) and this Subcontract and to the satisfaction of Contractor and the Owner.

2.2. The Subcontractor shall execute the Work described below (or if noted below, on Exhibit B attached hereto), including but not limited to, all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract to be the responsibility, of others:

- Exhibit B, Description of work, attached.
- The Work consists of Structural Steel (Sub).

2.3. Subcontractor shall carefully examine the Subcontract Documents and shall promptly notify Contractor in writing of any deficiencies, discrepancies, ambiguities or errors before proceeding with the Work.

Contract Number: 8

2.4 Subcontractor represents that it is fully qualified to perform this Subcontract, and acknowledges that, prior to the execution of this Subcontract, it has (a) by its own independent investigation ascertained (i) the Work required by this Subcontract, (ii) the conditions involved in performing the Work, and (iii) the obligations of this Subcontract and the Contract Documents; and (b) verified all information furnished by Contractor or others satisfying itself as to the correctness and accuracy of that information. Any failure by Subcontractor to investigate independently and become fully informed will not relieve Subcontractor from its responsibilities hereunder.

3. CONSTRUCTION SCHEDULE.

3.1. DATE OF COMMENCEMENT. The date of commencement shall be the date of this Subcontract, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Contractor:

Date of Commencement: 03/03/2008

3.1.1. From time to time throughout the term of this Subcontract, the Contractor shall provide the Subcontractor with copies of the Contractor's construction schedule and schedule of submittals, together with such additional scheduling details as will enable the Subcontractor to plan and perform the Work properly. The Subcontractor shall be notified promptly of subsequent changes in the construction and submittal schedules and additional scheduling details.

3.1.2. If requested by Contractor, Subcontractor shall submit detailed schedules for performance of the Subcontract, in a form acceptable to Contractor, which shall comply with all scheduling requirements of the Subcontract Documents. Contractor may from time to time, at its sole discretion, direct Subcontractor to make reasonable modifications and revisions in such schedules.

3.1.3. Subcontractor will proceed with the Work in a prompt and diligent manner, in accordance with Contractor's schedules as reasonably amended from time to time. Subcontractor shall be liable to Contractor for failure to adhere to Contractor's construction schedules including amendments even if such schedules differ from schedules set forth in the Subcontract Documents or the time of completion called for by the Subcontract Documents.

3.1.4. Subcontractor shall be entitled to additional compensation for compliance with schedule amendments or damages for delay only to the extent the Subcontract Documents entitle Contractor to damages or to a contract adjustment increasing the price of the Prime Contract.

3.2. SUBMITTALS. Subcontractor shall make all submittals required by this Subcontract, including shop drawings, test reports, and certificates, within seven (7) days following the Date of Commencement. Subcontractor must revise and resubmit any submittals within seven (7) days after such items are returned to Subcontractor for correction.

3.3. SUBSTANTIAL COMPLETION.

3.3.1. The Project shall be substantially completed not later than 03/31/2009, ("Substantial Completion") subject to adjustments as provided in the Subcontract Documents (see Exhibit B attached hereto for details). Subcontractor must complete its Work on the Project in the necessary time sequence to assure that the Project, including the Work and the work of Contractor and all other subcontractor's on the Project, is substantially completed by the date listed above in this Section 3.3.1.

3.4. TIME IS OF THE ESSENCE. Time is of the essence of this Subcontract, subject to any applicable notice and cure periods provided in the Subcontract.

4. SUBCONTRACT SUM.

4.1. SUBCONTRACT SUM. The Contractor shall pay the Subcontractor in current funds for performance of the Subcontract the Subcontract Sum of one million seven hundred thousand Dollars and zero Cents (\$1,700,000.00) subject to additions and deductions as provided in the Subcontract.

4.2. ALTERNATES.

4.2.1. The Subcontract Sum includes the following alternates, (or if noted below, as set forth on Exhibit C attached hereto), if any, which are described in the Subcontract and have been accepted by the Owner and the Contractor:

See Exhibit C attached.

Alternates are included in Exhibit C attached:

Contract Number: 8

4.2.2. Contractor reserves the right to have Subcontractor provide the following alternates (or, if noted, as set forth on Exhibit C attached hereto, which alternates are not included in the Subcontract Sum.

See Exhibit C attached.

Reserved Alternates defined in Exhibit C attached:

4.3. UNIT PRICES. Unit prices, if any (inclusive of overhead and prices), are as follows (or, if noted, as set forth on Exhibit C attached hereto):

See Exhibit C attached.

Unit Prices are detailed in Exhibit C attached:

4.4. ESTIMATED COST OF THE WORK. The schedule of values breakdown of the amount of the Subcontract Sum is attached hereto as Exhibit C, unless noted otherwise below in this Section 4.4. The schedule of values shall be used by Subcontractor to apply for all payments due to Subcontractor under this Subcontract. If the Schedule of Values is not attached hereto, Subcontractor shall submit to Contractor the Schedule of Values in form similar to AIA G703 format within ten (10.) days of request of Contractor for Contractor's approval. When approved, the Schedule of Values shall be used by Subcontractor to apply for all payments due to Subcontractor under this Subcontract.

Estimated Cost of Work is not attached hereto.

5. CONTRACTOR.

5.1. SERVICES PROVIDED BY THE CONTRACTOR.

5.1.1. The Contractor shall provide suitable areas for storage of the Subcontractor's materials and equipment during the course of the Work, to the extent such areas are readily available, from time to time.

5.1.2. If Contractor has available and Subcontractor elects to use Contractor's equipment or facilities, an agreed price in writing must be made before such use. Subcontractor shall make its own determination before commencing to use such equipment or facilities that such equipment or facilities are adequate and safe for the Work to be performed. Such equipment and facilities shall be accepted by Subcontractor in "AS-IS" condition without warranty or representation by Contractor as to their condition or adequacy to perform the respective function. Subcontractor agrees that all personnel operating or using such equipment or facilities shall be qualified and properly trained in the operation and use of such equipment or facilities. Subcontractor agrees to return the equipment and facilities to Contractor at the conclusion of the use in as good a condition as received. In the event that any such equipment is damaged while in the possession of Subcontractor, Contractor shall be entitled to exercise Contractor's remedies under Section 8.3 of this Agreement.

6. SUBCONTRACTOR.

6.1. LICENSE. The Subcontractor represents to Contractor that Subcontractor is duly licensed to perform the Work in the jurisdiction where the Project is located. Subcontractor represents that Subcontractor's License Number is _____, Registration Number _____, and Sales or Tax Registration Number is 36-1799540, and that all such licenses and registrations shall be maintained in full force and effect throughout the term of Subcontractor's obligations under the Subcontract, including any warranty obligations.

6.2. EXECUTION AND PROGRESS OF THE WORK.

6.2.1. The Subcontractor shall cooperate with the Contractor in scheduling and performing the Subcontractor's Work to avoid conflict, delay in or interference with the work of the Contractor, other subcontractors or Owner's own forces. Subcontractor is obligated to assure that all workmen of Subcontractor work in harmony with all other workmen on the Project.

6.2.2. The Subcontractor shall promptly submit Shop Drawings, Product Data, Samples and similar submittals required by the Subcontract with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Contractor or other subcontractors.

6.2.3. The Subcontractor shall furnish to the Contractor periodic progress reports on the Work of this Subcontract upon request of Contractor, including information on the status of materials and equipment which may be in the course of preparation or manufacture.

6.2.4. The Subcontractor shall complete all of its work in a good and workmanlike manner. The Subcontractor agrees that the Owner will have the authority to reject Work which does not conform to the Prime Contract or to the Subcontract. The Subcontractor shall, at Subcontractor's cost, replace or, if approved by the Owner, repair any defective work and repeat tests as necessary, at Subcontractor's cost, until all Work is proven satisfactory.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID SM
SOUTH-8

DATE (MM/DD/YYYY)

09/04/08

PRODUCER

Connor & Gallagher Ins. Serv.
4933 Lincoln Avenue, Suite 5
Lisle, IL 60532
Phone: 630-810-9100 Fax: 630-810-0100

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

INSURED

South Shore Iron Works, Inc.
Mar
407 W. 109th St.
Chicago IL 60628

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Cincinnati Insurance Company

INSURER B: Hartford Insurance Company

22357

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CAP5075975	09/01/08	09/01/09	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CAP5075975	09/01/08	09/01/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		X	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	CAP5075975	09/01/08	09/01/09	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
B			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	B3WECIN9244	09/01/08	09/01/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: ALL PROJECTS AT SEDGEBROOK COMMUNITY IN LINCOLNSHIRE, IL
THE FOLLOWING ARE INCLUDED AS PRIMARY NON-CONTRIBUTORY ADDITIONAL INSURED ON THE GL POLICY AS RESPECTS THE OPERATIONS OF THE NAMED INSURED: ERICKSON RETIREMENT COMMUNITIES, LLC; LINCOLNSHIRE CAMPUS, LLC; ERICKSON CONSTRUCTION, LLC; SEDGEBROOK, INC AND THEIR SUBSIDIARY CONTINUED PAGE 2

CERTIFICATE HOLDER

CANCELLATION

ERICKSO

ERICKSON CONSTRUCTION, LLC
20 RIVERSIDE ROAD
LINCOLNSHIRE IL 60069

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE

NOTEPAD

HOLDER CODE

ERICKSD

SOUTH-B

PAGE 2

INSURED'S NAME

South Shore Iron Works, Inc

OP ID SM

DATE 09/04/08

CONTINUED FROM PAGE 1

COMPANIES, MEMBERS, DIRECTORS, AGENTS, OFFICERS, EMPLOYEES AND PARTNERS
THEREOF

SOVEREIGN BANK

CNL RETIREMENT ERS, LP

NSA

V3 CONSULTANTS

KENNETH WEIKAL LANDSCAPE ARCHITECTURE

CARL WALKER, INC.

TVA FIRE & LIFE SAFETY, INC.

DESAI/NASR CONSULTING ENGINEERS

CHARLES B. TOMLINSON, JR

O'DONNELL & NACCARATO ENGINEERS

GHT CHARTERED

THESE POLICIES ARE NOT LIMITED BY RESIDENTIAL CONSTRUCTION EXCLUSIONS
REGARDING ANY AND ALL WORK PERFORMED UNDER THIS AGREEMENT

LAW OFFICES OF
GOMBERG, SHARFMAN, GOLD & OSTLER P.C.

208 SOUTH LASALLE - SUITE 1410
CHICAGO, ILLINOIS 60604-1003
(312) 332-6194 FAX (866) 827-7837
WEBSITE [HTTP://WWW.LAWYERS.COM/GSGOLAW](http://www.lawyers.com/gsgolaw)



Established in 1969

LAWRENCE A. GOLD
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CHUCK LITTLE
EARL T. MEDANSKY, OF COUNSEL

Email rostler@gsgolaw.com
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January 7, 2010

BMC Group, Inc.
Attn: Erickson Retirement Communities, LLC
Claims Processing
PO Box 3020
Chanhassen, MN 55317-3020

Re: Proof of Claim (\$208,163.10) for South Shore Iron Work's, Inc.
Erickson Construction, LLC
Case No. 09 B 37016
Our File No. 42826

Dear Sir or Madam,

Please find enclosed an original and two copies of the Proof of Claim referenced above. In accordance with the instructions received with the Notice of Chapter 11 Bankruptcy Case I have also enclosed a self-addressed stamped return envelope. Please return a file stamped copy of the filed Proofs of Claim in the enclosed envelope.

Please call with any questions.

Very truly yours,

GOMBERG, SHARFMAN, GOLD & OSTLER, P.C.

A handwritten signature in black ink that reads "Raymond J. Ostler".
Raymond J. Ostler

RJO/bt
cc. Fred Hartman, VP
South Shore Iron Work's, Inc.