

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):

Thomas R. Mann

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

Name and address where notices should be sent:

20835747007521 MANN, THOMAS 10729 RED DAHLIA DR WOODSTOCK, MD 21163

YOUR CLAIM IS SCHEDULED AS: Schedule/Claim ID: s2506 AMOUNT/CLASSIFICATION \$395,897.21 UNSECURED [Contingent/Unliquidated/Disputed]

Court Claim Number: (If known)

Filed on:

Name and address where payment should be sent (if different from 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: 410.480.9332/cell 410.292.4333

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

1. Amount of Claim as of Date Case Filed: \$ 395,897.21

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: Services performed (See instruction #2 on reverse side.)

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: 3375

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).

3a. Debtor may have scheduled account as: (See instruction #3a on reverse side.)

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

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 RECEIVED

Value of Property: Annual Interest Rate % JAN 21 2010

Amount of arrearage and other charges as of time case filed included in secured claim BMC GROUP

if any: Basis for perfection:

Amount of Secured Claim: Amount Unsecured:

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:

Date: 1/19/10

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.

FOR COURT USE ONLY

Erickson Ret. Comm. LLC



00549

Thomas R. Mann, Thomas R. Mann

Tom R. Mann

Subject: FW: Question from Tom Mann
Attachments: TR Mann GPP Value.xls
Sensitivity: Confidential

From: Gary Cole [mailto:Gary.Cole@erickson.com]
Sent: Tuesday, January 19, 2010 2:07 PM
To: Tom@TRMann.com
Subject: RE: Question from Tom Mann
Sensitivity: Confidential

Tom-
I hope all is well with you – we are obviously in a state of transition around here.

The attached spreadsheet provides the value in the new and old versions of the plan, along with the total that was provided to the court. It should match the form that you received. Take a look, and let me know if you have any questions.

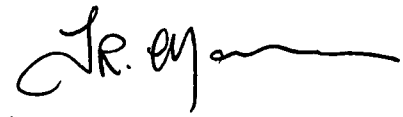
Thanks,
Gary

Gary Cole
Vice President of HR Operations
Erickson Retirement Communities
410-402-2505

Last Name	Mann	Thomas	First Name		Current Value of 2006 Units	53125	Current Value of 2007 Units	21875	New Plan Total Current Value	75,000.00	2009 Scheduled Payment (Old Plan)	320,897.21	Total Old Plan (pre 2006)	320,897.21	Total Old & New Plan	395,897.21	Address 1	10729 Red Dahlia Dr	City	Woodstock
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Note:

Erickson has the
Signed document
on file.



TO: Thomas Mann
FROM: Peter McMillan
DATE: November 6, 2007
RE: Separation Agreement and Release

This memorandum will confirm the agreement concerning your separation from employment with Erickson Retirement Communities, LLC ("Erickson") and sets forth the terms and conditions of the agreement.

1. The records of Erickson will reflect that you were separated from employment, effective November 9, 2007. You will receive a paycheck for your regular wages through November 9, 2007 on the normal pay-date for Erickson and you will receive a check for your accrued PTO hours, if any, on the normal payday for Erickson. Applicable taxes and withholdings will be deducted from these checks.

2. In addition, Erickson will provide the items listed in this Section 2. You will not be entitled to any other or further compensation, remuneration, payments or benefits of any kind; however, nothing in this paragraph is intended to divest you of any retirement benefit in which you have a vested right, nor is it intended to affect any rights and entitlements you have to health insurance continuation under COBRA.

(a) Beginning no sooner than eight (8) days after your signature of this Agreement, Erickson will provide you fifty-two (52) weeks of separation pay at your regular 2007 salary less applicable income tax withholdings and other standard payroll deductions. The separation pay will be made in bi-weekly payments in accordance with Erickson's regularly scheduled pay dates. You will not be eligible for a pay raise in 2008.

(b) Your current health benefits package will remain in effect through the end of November 2007 with the standard payroll deduction. Beginning in December 2007, you are eligible to continue your current health benefits package under COBRA. If you elect to continue your current health benefits under COBRA, Erickson will continue to pay its current portion of the cost of your current health benefits under COBRA during the separation pay period and, if applicable, the extended separation pay period, and you will be responsible for the remainder of the costs of maintaining your health benefits under COBRA. After the final payment of the separation pay, you will be responsible for the entire premium under COBRA.

(c) It is agreed that you are 100% vested in the employer's matching contributions towards your 401k plan.

(d) It is agreed that you are fully vested in your Growth Participation Plan Units which are valued at the 2005 value. Your Growth Participation Units will be redeemed per the terms of the Growth Participation Plan. You have already received 2 redemption checks for 1/2 of the value of your Units. You will receive 2 more checks to complete the redemption of your Units, each representing 1/4 of the value of your Units, in 2008 and 2009 respectively. Additionally, you will receive the 2007 value for the transition unit grant installments issued to you.

(d) Erickson will provide one original reference letter signed by Rick Grindrod with language that is mutually agreed upon.

(e) Erickson will provide outplacement services to you through Right Management Consultants, its regular contractor in Maryland.

3. You agree to return promptly all of Erickson's property including, but not limited to, your employee identification card, parking pass, laptop, blackberry/ phone, equipment, supplies, and any and all documents and files concerning residents, employees, vendors, services, products, software, technical and business information prepared for or by Erickson or its managed retirement communities. You agree to keep confidential any trade secret and any business, proprietary, confidential, or copyrighted information of Erickson or its retirement communities which you acquired in connection with your employment. You also agree not to provide any information in whatever form about Erickson's business practices, policies, claims, or other confidential information which you acquired in connection with your employment to any person, unless required by law. For a period of six (6) months from your separation date, you agree not to hire or to solicit to hire, directly or indirectly, any current employee of Erickson or its managed communities.

4. Except as required by law, you agree to keep the terms of this Agreement completely confidential, and further agree not to disclose the terms and conditions of this Agreement or the existence of this Agreement to anyone including, but not limited to, any past, present, or prospective employees or applicants for employment with Erickson; provided, however, that this restriction shall not apply to disclosure by you to your attorney, your tax advisor, or your spouse, as applicable.

5. You agree not to communicate any derogatory or defamatory information concerning Erickson, including its members, directors, officers, employees, or agents, to any persons, corporations, or other entities. Erickson agrees not to communicate any derogatory or defamatory information concerning you to any persons, corporation, or other entity. Erickson also agrees that it will not contest your application for unemployment compensation benefits.

6. In consideration for the separation pay, contribution towards your benefits, outplacement services, and reference letter, you hereby release Erickson, its members, directors, officers, employees, agents, and all related or affiliated persons or entities (collectively the "Released Parties") of and from any and all liability, claims, causes, demands, obligations, attorneys fees, actions, contracts, torts, promises, damages, and rights, arising as of the date of this release, which you have or may have arising out of or related to your employment, including the termination of your

employment. This waiver and release includes all rights and obligations under any federal, state, or local laws, regulations, ordinances, or common law, including but not limited to all employment discrimination laws such as Title VII of the Civil Rights Act of 1964, as amended, the Maryland Human Rights Act, the Age Discrimination in Employment Act (ADEA), the Americans with Disabilities Act, 42 U.S.C. Section 1981, and all other employment laws, all claims for wrongful discharge, all claims that the persons or entities released in this paragraph dealt unfairly with you, in bad faith, or in violation of any employment agreement, express or implied, and all claims for personal injury, emotional distress, pain and suffering, compensatory and/or punitive damages.

7. You further agree that you have not filed nor commenced any charges, complaints, claims, civil actions or other proceedings against the Released Parties in any federal, state or local agency, court, commission or other tribunal. You further agree not to seek or request damages in connection with any other claim, demand or charge that may be filed with any federal, State or local agency, court, commission or other tribunal against the Released Parties. This Agreement is not intended to interfere with any right you may have to file a charge with any federal, state or local governmental authority, except that you understand and agree that by entering into this Agreement, you waive any claim to recovery of any remedy beyond what is provided in this Agreement. Furthermore, you affirm and acknowledge that you have not been denied any leave requested under the Family and Medical Leave Act or any applicable state or local acts providing for leave. This paragraph does not preclude you from bringing an action to enforce the terms of this Agreement or to challenge the validity of this Agreement.

8. You agree that you had the opportunity to report to Erickson any violations of the Erickson Corporate Compliance Plan of which you had knowledge either during your employment or as part of your Exit Interview Questionnaire. You hereby further agree that you had no knowledge of any violations of the Plan except as otherwise reported.

9. This Agreement shall not be in any way construed as an admission by Erickson, its members, directors, officers, employees, or agents of any liability, wrongdoing, discrimination, fault, or breach.

10. You have the right to consult with an attorney concerning this Agreement, if you believe that is appropriate. In accordance with current legal requirements under the Older Workers' Benefit Protection Act, this offer will be held open for no more than twenty-one (21) days from the date of this memorandum after which time the offer will expire. You may use as much of this 21-day period as you wish before signing. In addition, you may revoke this Agreement any time within seven (7) days after it is signed by you. Any revocation must be in writing and delivered to me within seven (7) days in order to be effective.

11. Your signature will confirm that you are entering into this Agreement voluntarily and with the full understanding of all the above terms, and that you are not relying upon any representations, statements or agreements of Erickson as a basis for entering into this Agreement except for those expressly set forth in this Agreement. In addition, once signed, this Agreement will set forth the entire agreement between Erickson and you. It will supersede any previous agreements or

discussions concerning your employment or the termination thereof, except as expressly noted above. No changes in this Agreement will be valid unless in writing and signed by both parties. Any need for interpretation or enforcement of this Agreement will be in accordance with Maryland law, without regard to its conflict of laws provisions, and venue for any action shall be in Baltimore County, Maryland. In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the invalidity, illegality, or unenforceability shall not affect any other provision, and the Agreement shall be construed as though it had not contained the invalid, illegal, or unenforceable provision.

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS AS OF THE DATE OF THIS AGREEMENT.

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND ARE VOLUNTARILY ENTERING INTO IT.

Witness:

Thomas Mann

Date: _____

Witness:

Erickson Retirement Communities, LLC

By: _____

Date: _____

UNITED STATES BANKRUPTCY COURT Northern District of Texas

**Notice of
Chapter 11 Bankruptcy Case, Meeting of Creditors, & Deadlines**

A chapter 11 bankruptcy case concerning the debtor(s) listed below was filed on 10/19/09.

You may be a creditor of the debtor. **This notice lists important deadlines.** You may want to consult an attorney to protect your rights. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below.

NOTE: The staff of the bankruptcy clerk's office cannot give legal advice.

See Reverse Side For Important Explanations

Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

Erickson Retirement Communities, LLC
701 Maiden Choice Lane
Baltimore, MD 21228

Case Number:
09-37010-sgj11

Social Security / Individual Taxpayer ID / Employer Tax ID / Other
nos:
52-2003375

Attorney for Debtor(s) (name and address):

Vincent P. Slusher
DLA Piper LLP US
1717 Main Street
Suite 4600
Dallas, TX 75201
Telephone number: (214) 743-4572

Meeting of Creditors

Date: **November 30, 2009**

Time: **02:00 PM**

Location: **Office of the U.S. Trustee, 1100 Commerce St., Room 752, Dallas, TX 75242**

Deadline to File a Proof of Claim

Proof of claim must be *received* by the bankruptcy clerk's office by the following deadline:

For all creditors (except a governmental unit): **2/28/10**

For a governmental unit:

Creditor with a Foreign Address:

A creditor to whom this notice is sent at a foreign address should read the information under "Claims" on the reverse side.

Deadline to File a Complaint to Determine Dischargeability of Certain Debts:

Creditors May Not Take Certain Actions:

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

Address of the Bankruptcy Clerk's Office:

1100 Commerce Street
Room-1254
Dallas, TX 75242
Telephone number: 214-753-2000

For the Court:

Clerk of the Bankruptcy Court:
Tawana C. Marshall

Hours Open: Monday - Friday 8:30 AM - 4:30 PM

Date: 10/23/09