

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):

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

Name and address where notices should be sent:

20835749007792 WHITTIER, CHERYL 56 ELLSWORTH RD PEABODY, MA 01960

Court Claim Number: (If known)

Filed on:

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

RECEIVED

JAN 29 2010

Telephone number: 978-531-5382

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.

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

1. Amount of Claim as of Date Case Filed: \$ 25,643.50

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).

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:

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.

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: 1-13-10

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.

Cheryl Jean Whittier

FOR COURT USE ONLY

Erickson Ret. Comm. LLC



00638

# Senior Campus Living Holdings, L.L.C.

Growth Participation Plan

Certificate for

100 UNITS at the strike price of \$416.00

In The Growth Participation Plan Of  
Senior Campus Living Holdings, L.L.C.

Granted To

**Cheryl J. Whittier**

*This certificate represents your right to the amount of Equity Units indicated above under the Senior Campus Living Holdings, L.L.C. Growth Participation Plan (the Plan). The designated holder of these Equity Units is entitled to all the rights, opportunities, values, and benefits of future financial growth of the Company as specified in the Plan. These Equity Units are granted in consideration of the holder's future contributions to corporate strategies and the holder's productive delivery of services that form the foundation of the Company's growth. These Equity Units may be transferred and redeemed only in accordance with the Plan and are otherwise fully subject to the provisions of the Plan.*



John C. Erickson  
Chairman

12/31/00

Date

**SENIOR CAMPUS LIVING HOLDINGS, L.L.C.  
GROWTH PARTICIPATION PLAN**

**ARTICLE I  
Purpose**

**1.1 Purpose.** Senior Campus Living Holdings, L.L.C. (the "Company") hereby establishes the Senior Campus Living Holdings, L.L.C. Growth Participation Plan (the "Plan"). The purpose of the Plan is to promote the long-term growth and profitability of the Company by offering long-term performance-based incentive compensation to key executives of the Company and its Affiliates who are largely responsible for the continued financial success of the Company. Such performance-based incentive compensation shall be based upon the award of equity participation units ("Equity Units"), the value of which is related to the appreciation in the value of the Company's member interest in Senior Campus Living, L.L.C. ("SCL") as determined under the Plan.

**ARTICLE II  
Definitions**

**2.1 Definitions.** Under this Plan, except where the context otherwise indicates, the following definitions apply:

(a) "*Account*" means a bookkeeping reserve account established and maintained for each Participant to which the Fair Value of each Participant's Equity Units is credited and such subaccounts as the Administrator may find desirable for the administration of the Plan.

(b) "*Administrator*" means the employees of the Company holding the positions of Executive Vice President of Development, Executive Vice President of Operations, Executive Vice President of Finance, and Executive Vice President of National Marketing which shall be responsible for the general administration of the Plan.

(c) "*Affiliate*" means any entity, whether now or hereafter existing, which controls, is controlled by, or is under common control with, the Company (including, but not limited to, joint ventures, limited liability companies, and partnerships). For this purpose, "control" shall mean ownership of 50% or more of the total combined voting power or value of all classes of stock or interests of the entity or other common contractual relationship.

(d) "*Board*" means the Board of Directors of the Company.

(e) "*Cause*" means that any of the following has actually occurred: (i) the Participant engaging in any acts or omissions with respect to the Company's or an Affiliate's business and affairs involving material dishonesty or acts or omissions with respect to the Company's or an Affiliate's business and affairs that demonstrate a material lack of integrity; (ii) the conviction of the Participant of a felony; (iii) the Participant engaging in grossly negligent acts or omissions or willful misconduct with respect to the Company's or an Affiliate's business; (iv) Participant's continuing willful or intentional failure to carry out written instructions of the Board which are within the scope of Participant's duties hereunder and which failure continues for more than ten (10) days after the Board serves Participant written notice of the same; or (v) any other material breach of any Employment Agreement entered into between the Participant and the Company or an Affiliate by the Participant which is not cured, or for which a cure is not commenced if an immediate cure is not practicable, within ten (10) days after the Company gives the Participant written notice of the same.

(f) "*Certificate*" shall mean a written document memorializing the terms and conditions of a grant of Equity Units pursuant to the Plan which shall be subject to the terms of the Plan. Except as may otherwise be specifically provided in any original certificates granted in 1998, any inconsistency between the Plan terms and Certificate terms will be controlled by the Plan terms.

(g) "*Change of Control*" means the consummation of:

(i) a merger, consolidation, share exchange, combination, reorganization, sale of equity securities, or like transaction (but not a testamentary disposition or lifetime gift) involving the Company or SCL in which the members of the Company or SCL, as applicable, immediately prior to such transaction do not own directly or indirectly at least fifty percent (50%) of the value or voting power of the issued and outstanding member interests of the Company or SCL, as applicable, or its successor immediately after such transaction;

(ii) the sale or transfer (other than as security for the Company's or SCL's obligations or by way of testamentary disposition or lifetime gift) of more than fifty percent (50%) of the assets or value or voting power of the issued and outstanding equity securities of the Company or SCL, as applicable, in any transaction, a series of related transactions, or a series of

transactions occurring within a one-year period in which the Company or SCL, as applicable, any corporation controlled by the Company or SCL, as applicable, or the members of the Company or SCL, as applicable, immediately prior to the transaction do not own at least fifty percent (50%) of the value or voting power of the issued and outstanding equity securities of the acquiror immediately after the transaction; or

(iii) any substantially complete liquidation or dissolution of the Company or distribution of the Company's assets.

(h) "*Equity Unit*" means a growth participation unit under the Plan.

(i) "*Fair Value*" of an Equity Unit means an amount determined as of a given Valuation Date equal to:

(1) Except for a Change of Control, the pro-rata value per Equity Unit based on the Valuation Method under Appendix I in excess of the pro-rata value of the Equity Unit based on the Valuation Method under Appendix I as of the original Valuation Date for the grant of such Equity Unit.

(2) Upon a Change in Control, the amount determined under Section 2.1(i)(1) above except that the value of the Company, for the pro-rata value under (i)(1), shall be based upon the value of the Company from the Change in Control transaction in lieu of the Valuation Method within Appendix I, taking into account outstanding Equity Units.

Except as otherwise provided herein, Fair Value shall be determined as of each Valuation Date, and in the case of a Valuation Date that is the last day of the fiscal year, as soon as practicable after the Company's audited financial statements have been prepared for such fiscal year, but in no event later than June 30 of the succeeding fiscal year. To the extent that a significant and material event affects the financial status or value of SCL negatively, as determined in the sole discretion of the Administrator, the Fair Value of each outstanding Equity Unit shall be immediately recalculated to reflect such event and such recalculated amounts shall be applied for all purposes of the Plan.

The pro-rata value as of the original Valuation Date of each Equity Unit granted in 1998 is deemed to be -0- per unit.

(j) "*Participant*" means an individual who is eligible to participate in the Plan and who has been granted an Equity Unit pursuant to the provisions of the Plan. The current list of Participants is attached hereto.

(k) "*Plan*" means the Senior Campus Living Holdings, L.L.C. Growth Participation Plan as set forth herein and as amended from time to time.

(l) "*Put Period*" means the period or periods designated by the Administrator during each fiscal year during which Equity Units may be exercised.

(m) "*Valuation Date*" means the last day of each fiscal year of Holdings, or such other date specified by the Administrator solely with respect to a Change of Control transaction or pursuant to Section 2(1)(i). The original Valuation Date for purposes of Section 2.1(i) shall be the Valuation Date immediately preceding the date of grant of the Equity Unit.

### **ARTICLE III Administration**

**3.1 Administration.** A majority vote of the members of the Administrator shall be required for all of its actions with respect to the Plan.

**3.2 Powers of the Administrator.** The Administrator shall have the authority, in its sole discretion and from time to time, consistent with the provisions of the Plan, to (i) select persons or classes of persons to participate in the Plan, (ii) grant awards of Equity Units under the Plan, subject to section 4.1, in such form and amount as the Administrator shall determine and impose such terms, limitations, restrictions and conditions upon any such award as the Administrator shall deem appropriate, provided the same are reflected in the Certificate issued to the Participant, (iii) modify, extend or terminate outstanding Equity Units at any time with the consent of the holder (except that the Administrator may make such modifications or terminations pursuant to Section 8.5 without the consent of the holder), (iv) administer the Plan, and (v) adopt, amend, or rescind such rules and regulations for carrying out the Plan consistent with the provisions set forth herein. Any determination of the Administrator hereunder shall be conclusive and binding on all Participants.

**3.3 Non-Uniform Determinations.** The Administrator's determinations under the Plan need not be uniform and may be made by the Administrator selectively among persons who