

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:

20835747007976
BALDASSARE, DANIELLE
50 NORTH BELGIAN RD
DANVERS, MA 01923

YOUR CLAIM IS SCHEDULED AS:
Schedule/Claim ID: s2986
AMOUNT/CLASSIFICATION
\$13,543.50 UNSECURED

Court Claim Number: (If known)

Filed on:

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

RECEIVED

FEB 05 2010

BMC GROUP

Telephone number:

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: \$ 13,543.50

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).

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: FOR SERVICE PERFORMED (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 Describe:

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: \$

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: 1/28/10

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.

Danielle B. Baldassare, Danielle B Baldassare, Public Relations Manager

FOR COURT USE ONLY

Erickson Ret. Comm. LLC



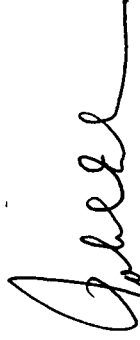
Erickson Retirement Communities, L.L.C.
Growth Participation Plan
Certificate For

100 UNITS at the strike price of \$900

In The Growth Participation Plan Of
Erickson Retirement Communities Holdings, L.L.C.

Granted To
Danielle Baldassare

This certificate represents your right to the amount of Equity Units indicated above under the Erickson Retirement Communities 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

Date: 12/31/2003

- If you participate in Company's 401k plan, you remain vested in the employer's matching contributions towards your plan per the vesting schedule which is included in your separation packet. Per the terms of the plan, you cannot make any further contributions during the separation pay period.
- If you participate and are currently vested in Company's Growth Participation Plan (GPP) Units under the terms of the old 2005 plan and/ or the terms of the 2006 plan, your vesting remains the same as of the Effective Date. All payments of GPP value will be made per the terms of the plans and may be delayed or deferred per the terms of the plans.
- If you have an outstanding employee assistance loan, we will continue to deduct the amounts you agreed upon from your final paycheck and separation paychecks. If there is still an outstanding balance after the final paycheck or separation pay is ended, we will forgive the outstanding balance.
- If you have a current agreement for tuition reimbursement, we will continue the reimbursement per the terms of our tuition reimbursement policy for this current semester only.
- If you are uncertain about your participation or vesting level in the benefits or plans named above, you may contact the HR Representative at the number provided in your separation packet.

4. You agree to return promptly all of Company's property including, but not limited to, your ID card, keys, parking pass, laptop, blackberry/ phone, equipment, and any documents or files concerning residents, employees, services, software, and business information for Company, its managed retirement communities, their members, subsidiaries, or affiliates. You agree to be reasonably available for discussions with your Company about transitioning your work. You agree to submit any expenses which you believe are reimbursable business expenses to Company within 30 days from your separation date. Company will only reimburse business expenses that are timely, genuine and reasonable, and supported by documentation as determined by Company. If you wish to keep your company phone, you will be required to transfer the account to your name and will be responsible for all charges after the Effective Date. You agree to refrain from disclosing any of Company's trade secrets, business practices, proprietary information or confidential information which you acquired during the course of your employment with Company. You also agree to keep the terms and the existence of this Agreement confidential and not to disclose this Agreement to any other person or entity, except for your attorney, your tax advisor, or your spouse, as applicable, unless otherwise required by law.

5. You agree not to communicate any derogatory or defamatory information concerning Company, its managed retirement communities, including their directors, officers, and employees to any other person or entity. Company agrees not to condone its managers communicating any derogatory or defamatory information concerning you to any other person or entity. If Company becomes aware of such conduct, Company will make a prompt and good faith effort to stop same. Company also agrees that it will not contest your application for unemployment compensation benefits.

6. In consideration for the benefits listed in Sections 3, 4, and 5 of this Agreement, you hereby release Company, its managed retirement communities, their owners, members, directors, officers, employees, agents, insurers, employee benefit plans and fiduciaries/ administrators of such plans, and all related or affiliated persons or entities (collectively the "Released Parties") of and from any and all known and unknown liability, claims, causes, demands, attorneys fees, damages, and rights, including, but not limited to, any claims which you have or may have arising out of or related to your employment, including the separation 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 and any State of Massachusetts equal employment laws or non-discrimination laws, the Family & Medical Leave Act, the Worker Adjustment and Retraining Notification Act ("WARN"), the Americans with Disabilities Act of 1990, Sections 1981 through 1988 of Title 42 of the United States Code, the Employee Retirement Income Security Act of 1974 ("ERISA"), and all other employment