

UNITED STATES BANKRUPTCY COURT Northern District of Texas (Dallas Division)

PROOF OF CLAIM

Name of Debtor: Erickson Retirement Communities, LLC

Case Number: 09-37010(SGJ)

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):
MarketPay Associates, LLC

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

Name and address where notices should be sent:

20835749007413
MARKETPAY ASSOCIATES, LLC
MARK J AVERY, PRESIDENT
2401 15TH STREET
SUITE 300
DENVER, CO 80202

RECEIVED
FEB 08 2010
BMC GROUP

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: (303) 493-6650

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

1. Amount of Claim as of Date Case Filed: \$1,610.52

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: Annual subscription to an online software application
(See instruction #2 on reverse side.)

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).

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.)

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

4. Secured Claim (See instruction #4 on reverse side.)

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.

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: 2/4/10

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.

Market Pay

FOR COURT USE ONLY

Erickson Ret. Comm. LLC



Erickson Retirement Communities LLC
Summary of Claim
Case Number 09-37010(SGJ)

Erickson Retirement Communities, LLC incurred annual subscription fees totaling \$12,000.00 for MarketPay™ On-Line Market-Pricing System and Service for the period September 2009 through August 2010. These fees were incurred pursuant to the Master Services Agreement and related Order between MarketPay Associates, LLC and Erickson Retirement Communities, LLC. The Erickson Survey Library Update for 2009 represents Erickson's authorized order for the September 2009 through August 2010 subscription term.

On January 25, 2010, MarketPay Associates received a partial payment totaling \$10,389.48 for the 2009-2010 subscription fees, leaving the remaining \$1,610.52 balance unpaid. The MarketPay Associates claim is for this outstanding balance due.

Attachments:

1. MarketPay Associates statement for Erickson Retirement Communities
2. MarketPay Associates invoice #060946 for Erickson Retirement Communities with payment remittance
3. Master Services Agreement between MarketPay Associates and Erickson Retirement Communities
4. Order between MarketPay Associates and Erickson Retirement Communities
5. Erickson Survey Library Update for 2009 form

Statement

| |
|----------|
| Date |
| 2/3/2010 |

| |
|--|
| To: |
| Erickson Retirement Communities 701 Maiden Choice Lane Catonsville, MD 21228 |

| | |
|------------|-------------|
| Amount Due | Amount Enc. |
| \$1,610.52 | |

| Date | Transaction | Amount | Balance |
|------------|---|------------|-----------|
| 12/31/2008 | Balance forward | | 0.00 |
| 12/10/2009 | INV #060946. | 12,000.00 | 12,000.00 |
| | --- 1 \$8,800.00 | | |
| | --- 5 \$3,200.00 | | |
| | --- Associated with loading 4 New Jersey Hospital Association Surveys | | |
| 01/25/2010 | PMT #201023. | -10,389.48 | 1,610.52 |

| |
|------------|
| Amount Due |
| \$1,610.52 |

Erickson Retirement Communities, LLC

CHECK NO.

VENDOR: MARKETPAY ASSOCIATES

201023

| INVOICE NO. | DATE | DESCRIPTION | INVOICE AMOUNT | DEDUCTION | BALANCE |
|-------------|-----------|-----------------------|----------------|-----------|----------|
| 060946 | 12/10/09 | MARKETPAY ONLINE PRIC | 10389.48 | | 10389.48 |
| CHECK DATE | 1/11/2010 | CHECK NUMBER | 201023 | TOTAL > | 10389.48 |

| | |
|--------------|-----------|
| Invoice Date | Invoice # |
| 12/10/2009 | 060946 |

MarketPay Associates, LLC

2401 15th Street
Suite 300
Denver, CO 80202
Phone # 303-493-6650
Web Site www.marketpay.com

Client:

Erickson Retirement Communities
701 Maiden Choice Lane
Catonsville, MD 21228

Contact

Monica Stevens
Senior Compensation Analyst

| | |
|----------|--------|
| P.O. No. | Terms |
| | Net 30 |

| Description | Amount |
|---|--------------------|
| MarketPay Online Pricing Service Annual Subscription Fee (September 2009 - August 2010) | 8,800.00 |
| Additional Annual Subscription Fees (September 2009 - August 2010) Associated with loading 4 New Jersey Hospital Association Surveys | 3,200.00 |
| Total | \$12,000.00 |

Partial Payment (10,389.48)
Balance Due 1,610.52

Please make check payable to MarketPay Associates, LLC.

EIN: 32-0084622

MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT ("Agreement") is made as of 12/7, 2007 by and between MarketPay Associates, LLC, a Colorado limited liability company with offices at 2401 16th Street, Suite 300, Denver, Colorado, 80202 ("MarketPay"), and ERICKSON, a _____ corporation with offices at maglan ("Customer").

RECITALS:

MarketPay is in the business of compensation consulting. In addition to providing consulting services (defined herein), MarketPay has developed the MarketPay™ On-Line Market-Pricing System and provides its customers with access to the same via the Internet. Customer desires to obtain consulting services and/or access to the MarketPay™ On-Line Market-Pricing System, and MarketPay desires to provide the same to Customer. Accordingly the parties hereby agree as follows:

1. Definitions. As used in this Agreement, the following definitions shall apply:

1.1 "Confidential Information" means any information relating to or disclosed in the course of the performance of this Agreement, which is or should be reasonably understood by the receiving party to be confidential or proprietary to the disclosing party. Confidential Information does not include information that the receiving party can demonstrate was (a) already lawfully known to the receiving party, (b) disclosed in published materials, (c) generally known to the public, (d) lawfully obtained from any third party, or (e) required to be disclosed by law or legal process. MarketPay's Confidential Information includes the terms of this Agreement, including but not limited to MarketPay's fee and payment schedule.

1.2 "Order" means any written document agreed to and executed by MarketPay and Customer setting forth the specific terms and conditions relating to Services or System Access requested by Customer. Each Order shall (i) reference this Agreement, (ii) be attached to this Agreement, (iii) be incorporated by reference into this Agreement, and (iv) be subject to the terms and conditions of this Agreement.

1.3 "Services" means any compensation consulting services provided by MarketPay to Customer pursuant to this Agreement.

1.4 "System" means the MarketPay™ On-Line Market-Pricing System, an automated system designed to manage and analyze salary survey information.

1.5 "System Access" means remote access to the System through the Internet or other means.

2. Terms and Conditions. This Agreement sets forth the general terms and conditions applicable to all Services and/or System Access provided by MarketPay to Customer under this Agreement. The specific terms and conditions with respect to particular Services and/or Access provided by MarketPay to Customer under this Agreement will be set forth in Orders. No terms and conditions proposed by Customer shall be binding on MarketPay unless accepted in writing by MarketPay, and MarketPay hereby objects to and rejects all terms and conditions not so accepted. To the extent of any conflict between the provisions of this Agreement and the provisions of any Order, the provisions of the Order shall govern. Nothing in this Agreement shall be construed to obligate MarketPay to accept any particular Order proposed by Customer.

3. Term and Termination.

3.1 The term of each Order shall be set forth in the Order. The term of this Agreement shall be twelve (12) months commencing on the date that it is fully executed by the parties (the "Initial Term"), and shall automatically be renewed for successive additional periods of one (1) year each ("Renewal Terms"). Either party may terminate this Agreement by giving written notice of such termination to the other party not less than fifteen (15) days prior to the end of the Initial Term or any Renewal Term, which termination shall become effective (subject to the remaining provisions of this Section 3) at the end of such Initial Term or Renewal Term, as the case may be. Unless the parties

otherwise agree in writing, the termination or expiration of this Agreement (i) shall not become effective until the completion of all outstanding Orders, and (ii) shall not terminate or affect Customer's obligation to make payments to MarketPay for Services or Access provided to Customer prior to termination or expiration.

3.2 Notwithstanding the above, MarketPay may immediately terminate, or suspend its performance under, any uncompleted Order by written notice to Customer if Customer (i) fails to make any payment due to MarketPay within five (5) days after MarketPay notifies Customer in writing of such failure, (ii) fails to perform or comply with any of its non-monetary duties or obligations specified herein and fails to remedy such failure within thirty (30) days after written notice of such failure is given to Customer, provided that if such failure cannot reasonably be cured within such thirty (30) day period and Customer has diligently and in good faith commenced action to cure such failure, Customer shall have an additional thirty (30) days to cure such failure, or (iii) files, or has filed against it, any state or federal bankruptcy or insolvency proceeding that is not dismissed within sixty (60) days of the date filed.

3.3 Notwithstanding the above, Customer may immediately terminate any uncompleted Service Order by written notice to MarketPay if MarketPay (i) fails to perform or comply with any of its material duties or obligations specified herein and fails to remedy such failure within thirty (30) days after written notice of such failure is given to MarketPay, provided that if such failure cannot reasonably be cured within such thirty (30) day period and MarketPay has diligently and in good faith commenced action to cure such failure, MarketPay shall have an additional thirty (30) days to cure such failure, or (ii) files, or has filed against it, any state or federal bankruptcy or insolvency proceeding that is not dismissed within sixty (60) days of the date filed.

4. Price. The price for Services and System Access, as well as any reimbursement of out-of-pocket expenses, shall be set forth in the Order to which such Services and/or System Access relates. Customer also agrees to pay or reimburse MarketPay the amount of any and all applicable taxes that may be imposed by any governing authority with respect to each Order, exclusive of taxes based on MarketPay's net income or net worth. Prices for any Services or System Access requested by Customer that are not set forth in an Order shall be charged at MarketPay's then-current published rates.

5. Payment. Unless the applicable Order provides otherwise, payment for Services and any reimbursable expenses shall be made, without set-off or deduction, within thirty (30) days of the date that MarketPay remits an invoice to Customer for such Services. Unless the applicable Order provides otherwise, payment for any System Access and implementation fees shall be made, without set-off or deduction, in advance. Interest shall accrue on all late payments from the date due at a rate equal to the lesser of 1½% per month or the maximum rate of interest permitted by law. If MarketPay seeks to enforce this Agreement, MarketPay shall be entitled to recover its costs of collection, including, but not limited to, reasonable legal fees and costs, from Customer.

6. Responsibilities of MarketPay. MarketPay agrees to provide the Services and/or System Access in accordance with the applicable Order. MarketPay shall apply such resources and efforts as shall be reasonably necessary to complete the Order.

7. Responsibilities of Customer. Customer shall supply to MarketPay all information, access and resources that MarketPay shall reasonably require to provide the Services and/or System Access, including any specific items referenced in any Order, and shall otherwise reasonably cooperate with MarketPay to facilitate MarketPay's provision of the Services and/or System Access.

8. Limited Warranties.

8.1 Services. MarketPay warrants to Customer that all Services performed under this Agreement will be performed in a professional and workmanlike manner in accordance with industry standards. MarketPay shall make such changes and corrections with respect to the Services reported to it within 60 days of the date on which MarketPay completed such Services as may be required to cause the same substantially to conform to the foregoing warranty.

8.2 System Performance. MarketPay warrants to Customer that the System will perform substantially in accordance with any written or electronic documentation accompanying the System for a period of 90 days after Customer's initial access to the System (the "System Warranty Period"). However, Customer acknowledges and agrees that due to the nature of complex computer programs such as any System, MarketPay may not be able to find and remove all

defects and errors that may be present in System. In the event the System does not perform substantially in accordance with the foregoing warranty (an "Error"), MarketPay shall use its best efforts to provide a correction or workaround for any Error which is (a) reported to MarketPay during the System Warranty Period, and (b) reproducible by MarketPay in the execution environment. If, however, MarketPay is unable within 60 days after receiving notice of an Error to provide a correction or workaround for any Error reported during the System Warranty Period, then MarketPay shall refund the amounts paid by Customer for System Access that relate to the period during which the System was not usable by Customer. The limited warranties set forth in this Section 8.2 shall be void and of no effect if (i) any Error is caused by Customer or other parties beyond the control of MarketPay, (ii) the System has been used or acted upon in any manner or in any environment inconsistent with its intended purpose, (iii) any of Customer's hardware or software is modified or repaired in any manner which adversely affects the operation or reliability of the System, or (iv) if any equipment or software or other material utilized in connection with the System is used contrary to manufacturer's instructions.

8.3 System Rights. MarketPay warrants to Customer that it has the right to grant Customer access to the System as provided herein or in any Order. MarketPay agrees to indemnify and hold Customer harmless against any loss, damage, expense, or cost, including reasonable attorneys' fees, arising out of any claim, demand, proceeding, or lawsuit by a third party based on any assertion that the System infringes any rights of such third party existing under the laws of the United States or any state thereof (a "Claim"). Such indemnification obligation shall be effective only if Customer has made all payments to MarketPay required by this Agreement, Customer has given prompt notice to MarketPay of the Claim and permitted MarketPay an opportunity to defend, and Customer has reasonably cooperated in the defense of the claim.

MarketPay's sole liability under this Section 8.3 shall be to pay all damages and costs awarded in any such infringement suit or proceeding and in the event that the use of the System is enjoined, MarketPay shall, at its option and at its own expense either (a) procure to Customer the right to continue using the System, (b) replace the System with a non-infringing product, (c) modify the System so it becomes non-infringing, or (d) terminate Customer's System Access and refund the amounts paid by Customer for System Access that relate to the period during which the System was not usable by Customer.

The foregoing indemnity shall not apply to (a) any settlement of a suit, claim or proceeding made without MarketPay's written consent, (b) any infringement based upon the use of the System in combination with equipment, devices or software not furnished by MarketPay if such infringement could have been avoided by the use of other equipment, devices or software, (c) any infringement that results from conformance of the System to specifications imposed by Customer, (d) any infringement that arises from Customer's unauthorized alteration or modification of the System, or (e) any infringement that results from the use of data entered into the System by Customer, or entered into the System by MarketPay at Customer's direction. If a suit, claim or proceeding is brought against MarketPay solely on account of activities enumerated in subparagraphs (b), (c), (d), or (e) above, then Customer agrees to indemnify MarketPay in the manner and to the extent that MarketPay has indemnified Customer in Section 8.3.

8.4 THE WARRANTIES AND REMEDIES SET FORTH IN THIS SECTION 8 CONSTITUTE THE ONLY WARRANTIES WITH RESPECT TO ANY SERVICES OR SYSTEM ACCESS PROVIDED BY MARKETPAY, AND THE EXCLUSIVE REMEDIES (WHETHER IN CONTRACT, TORT OR OTHERWISE) IF SUCH WARRANTIES ARE BREACHED; AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. Limitations on Liability. MarketPay's entire liability under this Agreement and any Order for any cause whatsoever, regardless of the form of action, will be limited to general money damages actually incurred by Customer (and no other relief) in an amount not to exceed the aggregate amount paid by Customer to MarketPay for the Services and/or System Access to which such liability relates. UNDER NO CIRCUMSTANCES WILL MARKETPAY BE LIABLE FOR ANY LOSS OF PROFITS OR DATA, ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY OTHER PARTY, OR SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INDIRECT DAMAGES OF ANY KIND WHATSOEVER, EVEN IF MARKETPAY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. No action, regardless of forum, arising out of any claimed breach of this Agreement or transactions under this Agreement may be brought by either party more than two (2) year after the cause of action has accrued.

10. Confidentiality.

10.1 General Obligation. All Confidential Information shall remain the sole and exclusive property of the party making the disclosure of such Confidential Information, and may be used by the recipient and its employees and agents solely to permit the recipient to perform its obligations under this Agreement. The parties agree that they will use the same degree of care to protect the Confidential Information they receive from the other party as they use to protect their own confidential information, but no less than reasonable care. Customer agrees to permit MarketPay to disclose to third parties, whether through promotional literature or otherwise, that Customer is a customer of MarketPay.

10.2 Use of Customer's Confidential Information. MarketPay will only use or copy Confidential Information of Customer to the extent necessary to perform its obligations to Customer under this Agreement. MarketPay will retain all confidentiality markings on any Confidential Information of Customer. With the exception of archive data retained by MarketPay for up to three (3) years in backup files in an encrypted format, MarketPay will return all Confidential Information of Customer (whether in paper or electronic format) to Customer promptly upon the written demand of Customer.

11. Proprietary Rights.

11.1 MarketPay's Rights. Customer expressly acknowledges that the System constitutes valuable proprietary property and trade secrets of MarketPay (and/or others) which embody their substantial creative efforts and confidential information. System Access provided to Customer does not convey any proprietary rights in the System to Customer, and Customer agrees that MarketPay retains exclusive title to the System and all documentation, trade secrets, copyrights and other proprietary rights related to the System at all times. Customer also understands that its System Access is non-exclusive. Customer agrees not to disclose, duplicate, reproduce, reverse engineer, disassemble or decompile the System, directly or indirectly. Because the System has a unique and proprietary nature, Customer understands that MarketPay's remedies at law for a breach of the provisions of this Section 11 may be inadequate, and agrees that MarketPay and others shall be entitled to all forms of equitable relief (including injunction) in addition to any available remedies at law.

11.2 Customer's Rights. Customer represents and warrants to MarketPay that it has obtained all necessary legal rights to utilize all data that Customer loads or requests that MarketPay load into the System on Customer's behalf under this Agreement, including, without limitation, all data provided by Customer to be input into the System by MarketPay. Customer retains exclusive right and title to all such data, and any reports produced by the System with respect thereto.

12. Insurance. MarketPay and its subcontractors shall maintain reasonable levels of general liability insurance, as well as all insurance required by applicable law, including, but not limited to, applicable workers compensation insurance. MarketPay agrees to provide Customer with evidence of such insurance coverage if requested by Customer.

13. Notices. All notices which either party is required or desires to give to the other under this Agreement, shall be in writing and deemed given or made on the same day when delivered by hand, on the next following day when sent by overnight express mail, or on the second day following the day when deposited in the mail postage prepaid, by registered or certified mail, return-receipt requested, in each case when properly addressed to the party for which intended at its address indicated on the first page of this Agreement, as the same may be changed from time to time by notice similarly given.

14. Amendments. This Agreement and any Order may not be amended or modified except in writing signed by the party against which the same is sought to be enforced.

15. Severability. If any provision of this Agreement is declared to be invalid or unenforceable, such invalid or unenforceable provision shall be deemed struck from this Agreement, and the enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. In addition, the parties agree that a court having jurisdiction may revise any provision determined to be invalid or unenforceable to the extent required to make it valid and enforceable consistent with the intention of the parties.

16. Entire Agreement. This Agreement, and any Order executed pursuant hereto, constitutes the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all prior discussions between

the parties, and neither party shall be bound by any conditions, definitions, warranties, understandings or representations with respect to such subject matter other than as expressly provided herein or in a subsequent writing signed by a proper and duly authorized representative of the party to be bound thereby.

17. Binding Effect. This Agreement shall be binding upon the inure to the benefit of the parties hereto and their respective successors and permitted assigns, and shall not confer any rights or remedies upon any person or entity not a party hereto.

18. Assignment; Subcontractors. Neither party shall assign its rights, obligations and interests in this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the above, MarketPay may retain third party subcontractors to perform any of the Services, provided that any such subcontractors shall agree to be bound by the confidentiality provisions of Section 10 hereof.

19. Governing Laws. The parties understand and agree that this Agreement shall be interpreted in all respects according to the laws of the State of Colorado without regard to principals of conflicts of laws. The parties further understand and agree that this Agreement shall be treated as though it were executed in the State of Colorado and to have been performed therein.

20. Enforcement Expenses. In the event any proceeding ensues between the parties with respect to this Agreement, the prevailing party shall be entitled to recover from the other party its costs and expenses in connection with such proceeding, including reasonable attorneys' fees.

21. Waiver. Failure of either party to enforce compliance with any provision of this Agreement shall not constitute a waiver of any right of any party under this Agreement. Any waiver must be in writing and signed by the party entitled to the benefit of the right being waived. Unless otherwise stated in the waiver, any waiver applies only to the specific circumstance for which the waiver is given and not to any subsequent circumstance involving the same or any other right.


22. Force Majeure. MarketPay shall not be liable for failure or delay in performing any of its obligations under this Agreement if such failure or delay is due to compliance with any governmental regulation, request or order, or by any cause beyond the reasonable control of MarketPay, including, but not limited to, acts of God, war, insurrection, fire, flood, accident, labor strikes, work stoppage or slowdown (whether or not such labor event is within the reasonable control of MarketPay), or inability to obtain raw materials, supplies, power or equipment necessary to enable MarketPay to perform its obligations under this Agreement.

23. Independent Contractor. It is understood and agreed that this Agreement does not create any relationship of association, partnership or joint venture between the parties, nor create any implied licenses, nor constitute either party as the agent or legal representative of the other for any purpose whatsoever, and the relationship of MarketPay to Customer for all purposes, including, but not limited to, federal and state tax purposes, shall be one of independent contractor. Neither party shall have any right or authority to create any obligation or responsibility, express or implied, on behalf of or in the name of the other, or to bind the other in any manner whatsoever

24. Authorization. The individual signing this Agreement on behalf of Customer represents that he/she has the power and authority to enter into this Agreement on behalf of Customer, and that this Agreement constitutes its valid and binding obligation of Customer.

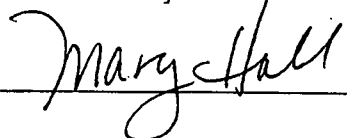
IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have each caused their hand and seal to be affixed hereto effective as of the last date of signature set forth below.

MARKETPAY:
MarketPay Associates, LLC

By: 

CUSTOMER:

[Name of Customer]:

By: 

Name: Mark J. Avery
Title: President
Date: 12/10/07

Name: Mary Hall
Title: Director, Compensation
Date: 12/7/07

Order

This Order is entered into by and between MarketPay Associates, LLC ("MarketPay") and ELICKSON ("Customer") pursuant to the Master Services Agreement between MarketPay and Customer effective as of 12/7, 2007 (the "Master Agreement") and constitutes an "Order" as defined in the Master Agreement. All terms defined in the Master Agreement shall have the same meaning when used in this Order.

1. System

This Order is for the initial set-up and on-going use of the MarketPay™ On-Line Market Pricing System as described in our product literature and demonstrations. System Access and related Services are provided to Customer as an "application service", i.e. the System and its data base(s) are resident on MarketPay's web server(s), and Customer employees are granted access and the right to use the System and its data base through the term of this Order.

2. Services

In connection with its access and use of the MarketPay On-Line Market Pricing System, MarketPay will provide Customer with the following Services:

Loading Customer's job, employee, and survey matching data

MarketPay will provide Customer with standard spreadsheet templates, designed to outline the structure for periodic downloads of job, employee and survey matching data from Customer's HRIS systems. Customer can provide this data to MarketPay at any time (up to twice a month) for upload to Customer's MarketPay database. MarketPay provides a "Secure File Upload" mechanism within the System to ensure the secure transmission of confidential information. MarketPay staff will format and load the data to the System upon receipt.

Loading the data from Customer's salary surveys

MarketPay will load into Customer's database the base salary, total cash and other compensation data from the salary surveys purchased by Customer each year. This includes the following surveys:

| | |
|----------------------------|--|
| AAHSA | Continuing Care Retirement Community |
| AAHSA | Nursing Home |
| ALFA | Senior Living |
| American Sr Housing Assoc. | Special 2007 survey report |
| HayGroup (?) | ASHHRA Hospital |
| Clark Consulting | CHIPS Management and Professional |
| CHRA | Benchmark Comp Survey |
| PAS | Construction Management Staff |
| PAS | Executive Comp |
| HayGroup | Hospital Compensation Report |
| HCS | Continuing Care Retirement Community |
| HCS | Hospice Salary & Benefits |
| HCS | Home Health Multi-Facility |
| HRA-NCA | Benchmark Comp Survey |
| Hewitt | LifeCare |
| Mercer | Executive |
| Mercer | Human Resources |
| Mercer | IHN Module 3 - Health Plan Sales & Marketing |

| | |
|-------------------|---|
| Mercer | Information Technology |
| Mercer | Finance, Accounting & Legal |
| Mercer | Metropolitan Benchmark (Northeast) |
| MGMA | Physician Compensation & Production |
| MGMA | Management Compensation Survey |
| CCS/MHHRA | Greater Maryland Compensation & Benefits Survey |
| PANPHA | Report on Non-profit Homes for the Aging |
| HCA | Houston Compensation Association Survey |
| Sullivan & Cotter | Physician Survey |
| Towers Perrin | CDB Executive |
| Aon | Virginia Nursing Home Association Survey |
| VSHHRA | Virginia Compensation Survey |
| Watson Wyatt | Commercial Real Estate Industry |
| Watson Wyatt | Hospital & Healthcare |
| Watson Wyatt | Middle Management Compensation |
| Watson Wyatt | Supervisory Management Compensation |
| Watson Wyatt | Top Management Compensation |
| Wage Watch | Hotel National Benchmark |

Unless otherwise noted, it is assumed that MarketPay will load for Customer the 2007 editions of the above surveys purchased by Customer during the initial implementation.

MarketPay's price quote assumes that the list of surveys remains relatively stable (in size and complexity) from year to year. If changes to the list are significant enough to change MarketPay's annual subscription fee, Customer will be notified before the year starts of the change.

Customer shall purchase the "electronic" data base versions for any and all of Customer's salary surveys, where available from the surveys' publishers. MarketPay will convert these into the formats needed in the System. If an electronic version of any survey is not available from its publisher, MarketPay will work with Customer to identify the data needed loaded from that survey, and MarketPay will manually enter that data into the System.

Annual updates of Customer's market pricing benchmarks

MarketPay's annual support Services include updating Customer's market pricing benchmarks with new data each year as the annual compensation surveys are published and providing audit reports to check the new market-pricing results.

Hosting and system administration

MarketPay will provide all site hosting and administrative services. The site will be available to Customer's users 24x7, with corrective action quickly taken should the site become unavailable for any reason.

Through this process, MarketPay can guarantee the up-time availability of the MarketPay System to be at or over 98% (with the exception of Customer's internal or general telecom/internet network problems). If availability should fall below this level during a rolling 100-day period, Customer shall have the option of recouping 1/12 of the annual service fee for the System from MarketPay. In this event, the 100-day rolling cycle shall begin anew.

All data files and applications will be backed-up on a daily basis to prevent the loss of critical data, with back-ups stored in a separate and secure location. At any time, Customer may request and receive a back-up copy of the database and MarketPay will provide these files within 5 business days.

System Security

Customer's MarketPay System can be configured to be accessible only to users originating in

Customer's company network(s). Further, each user will be required to enter a unique e-mail address and password to gain access to the System.

On the server side, firewalls and security/intrusion detection software are implemented to monitor and prevent unauthorized access to the applications and information. Filtering software will be utilized to block certain kinds of external attacks, including Denial of Service attacks. MarketPay also utilize the network intrusion detection software.

Training

During the initial implementation of the System at Customer, MarketPay will conduct a half-day training session to the group of staff members that will be using the System. Customer shall provide the facilities, computers, and internet connections for this training, and MarketPay staff will conduct the training session.

3. System Access

For the term of this Order, MarketPay will provide Customer staff members with access to the MarketPay On-Line Market Pricing System. The System will be configured at a unique internet address (<https://www.marketpay.net/erc>), and only MarketPay and Customer employees shall be granted and/or permitted access to the site.

Customer may grant access to the System to as many of its employees as it desires. Only Customer employees and MarketPay staff may be granted access to the System, unless otherwise requested by Customer and approved in advance by MarketPay in writing.

4. Price

Fees for the MarketPay™ System and Services, as described in this Order, include a one-time, \$5,000 Initial Implementation Fee and an Annual Subscription Fee of \$34,800.

The Annual Subscription Fee pertains to the 12-month period beginning each September 1 and ending on August 31 of the following year (the "Subscription Term"), and will be during the Initial Term prorated for a mid-year implementation.

In exchange for Customer's commitment to subscribe to MarketPay through August 31, 2009 and to pay in advance for the first two Subscription Terms, MarketPay shall extend to Customer a 15% discount to Implementation Fee and Annual Subscription Fee for the first Subscription Term (Dec 2007 through August 2008), and a 10% discount to the Annual Subscription Fee and for the second Subscription Term (September 2008 through August 2009).

Assuming no changes to the list of surveys to be loaded for Customer in each of the Subscription Years, the following schedule of fees shall apply:

| | <u>Invoice date</u> | <u>Subscription Term</u> | <u>Nominal Annual Subscription Fees</u> | <u>Discount Applied (\$)</u> | <u>Discount Applied (\$)</u> | <u>Applicable Fees</u> |
|--------------------|----------------------------|------------------------------|---|------------------------------|------------------------------|------------------------|
| Implementation Fee | Dec-07 | | \$5,000 | 15% | \$750 | \$4,250 |
| Subscription Fees | Dec-07 | Dec 07 - Aug 08 ¹ | \$26,100 | 15% | \$3,915 | \$22,185 |
| | Dec-07 | Sep 08 - Aug 09 | \$34,800 | 10% | \$3,480 | \$31,320 |
| | optional renewal Aug-09 | Sep 09 - Aug 10 | \$34,800 | — | — | \$34,800 |

¹ fees prorated in first Subscription Term. Further proration would occur if implementation begins later than December 2007.

5. Payment

Upon Customer's authorization to proceed with the implementation of the MarketPay System (by signing and returning one copy of this Order and one copy of the Services Agreement), Customer will be invoiced for the Initial Implementation Fee and work will begin on Customer's

implementation. Payment shall be made within thirty (30) days of the date that MarketPay remits an invoice.

If, for any reason, Customer discontinues this contract and Customer's use of the MarketPay service for a period of six months or more and Customer wishes to re-start use of MarketPay's Service and System, the Initial Implementation Fee will be charged again to reload all of Customer's data, load all new and relevant survey sources, and restart the MarketPay service. If service is discontinued for less than 6 months, the Initial Implementation Fee will not be charged to restart service.

In the first year, Customer will be billed the Annual Subscription Fee for the first and second Subscription Terms (through August 2009) upon the launch of Customer's web site. Thereafter, Customer will be invoiced for the full Annual Subscription Fee one month prior to the beginning of each new Subscription Term, on August 1st. Excepting changes to Customer's Survey Library, this amount will remain constant for the first three Subscription Terms of continuous use (ending in August 2010), and may be changed by MarketPay thereafter with at least 30 days notice to Customer.

Any directly related expenses (such as travel and materials for training, etc.) are additional and will be billed to Customer at cost. Proper documentation for any such expenses can be provided at Customer's request.

6. Term of this Order

The term of this Order shall extend through August 31, 2009 commencing on the date that it is fully executed by the parties (the "Initial Term"), and shall automatically be renewed for successive additional periods of one (1) year each ("Renewal Terms"). Either party may terminate this Order by giving written notice of such termination to the other party not less than fifteen (15) days prior to the end of the Initial Term or any Renewal Term, which termination shall become effective (subject to the remaining provisions of this Section 3 of the Master Agreement) at the end of such Initial Term or Renewal Term, as the case may be. Unless the parties otherwise agree in writing, the termination or expiration of this Order shall not terminate or affect Customer's obligation to make payments to MarketPay for Services or Access provided to Customer prior to termination or expiration.

7. Terms and Conditions

This Order is expressly subject to the terms and conditions set forth in the Master Agreement, and Customer specifically agrees to be bound by all of the terms and conditions of the Master Agreement. In the event of any conflict between the provisions of this Order and the Master Agreement, this Order shall govern.

MARKETPAY:

MarketPay Associates, LLC

By: M. J. Avem

Name: Mark J. Avem

Title: President

Date: 12/10/07

CUSTOMER:

ERICKSON

By: Mary Hall

Name: MARY HALL

Title: Director, Compensation

Date: 12/6/07



FAX COVER SHEET

To: Market Pay - Shelly From: _____

Phone: _____ Phone: _____

Fax: 303-493-6655 Date: 5/15/09

Re: Survey Library Update 2009

Number of pages (including cover) 2

Comments:

Attached is Erickson's Survey
Library update. Please feel
free to contact me at 410-402-2016
if you have any questions.
Best Regards, Marice Stevens

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MarketPay

On-Line Market Pricing System

page 1 of 5

Survey Library Update for 2009 Erickson

2009 Surveys Purchased


Sullivan Cotter Physician

+ 4 NJHA Surveys per 10/16/09 email from Monica Stevens, Sr.
Compensation Analyst, Erickson Retirement Communities

Please sign, date and fax (303) 493-6855 or mail this form to MarketPay by May 31, 2009.

Erickson certifies to MarketPay that it has purchased the survey data identified in this document and hereby directs MarketPay to use such data to provide its services to Erickson. If necessary, MarketPay may contact the publishers listed above to verify your list of survey purchases. If the list provided is not accurate, Erickson assumes full responsibility for resolving the matter with the survey publisher. MarketPay is hereby released from any liability associated with the use of the data for which Erickson does not have the appropriate rights.

Signed:



Date:

05/15/09