

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

PROOF OF CLAIM

Name of Debtor: Erickson Retirement Communities LLC

Case Number: 09-3710-11

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): David S. Doss

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

Name and address where notices should be sent: David S. Doss, 1260 French Creek Dr, Wayzata, MN 55391. Telephone number: 913-908-5513

RECEIVED FEB 09 2010 BMC GROUP

Court Claim Number: (If known)

Filed on:

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

NA

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: \$ 76,666.67 + Any appropriate 15 hrs per agreement

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.

If all or part of your claim is entitled to priority, complete item 5.

Specify the priority of the claim.

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.

Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

2. Basis for Claim: Employment & Severance Contract

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: 7610

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

3a. Debtor may have scheduled account as:

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).

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.

Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).

Nature of property or right of setoff: Real Estate Motor Vehicle Other

Other - Specify applicable paragraph of 11 U.S.C. §507 (a)().

Value of Property: \$ Annual Interest Rate %

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

Amount entitled to priority:

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.)

*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.

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

FOR COURT USE ONLY

Date: 2-5-10

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.

Handwritten signature of David S. Doss

Erickson Ret. Comm. LLC



00815

November 11, 2008

Mr. David S. Dess
1260 French Creek Drive
Wayzata, MN 55391

Dear Dave:

I am delighted to confirm our offer of employment and welcome you as a new member of the **Erickson Retirement Communities** team. As previously agreed upon, your start date will be December 1, and your title is Sr. Vice President, Integrated Marketing. This position will work in our corporate office in Catonsville, MD. This offer is contingent upon satisfactory completion of an employment eligibility document (commonly referred to as an "I-9") and the results of a drug screen, professional references, and a criminal background check.

Your annual compensation will be \$230,000.00. You also have the opportunity to earn a target bonus of 30% annually based on three factors: (1) your performance at 20%; (2) the performance of your business area at 50%; and (3) the overall performance of the company at 30%. In addition to bonus opportunities, you will be eligible to participate in the Growth Participation Plan (explanatory brochure is attached). As an SVP, you will be eligible to receive 1,250 Plan equity units, distributed in equal 312.5 grants over a four year period, in accordance with the Plan document. Because you are starting work during the 4Q2008, you will be granted 78.13 units for that service. We will also provide relocation services coordination and expense reimbursement through our preferred vendor as agreed to for your requirements. In addition, we will provide you with a sign-on bonus of \$25,000 to address transition issues. If for any reason your position is eliminated, or you lose your position due to change of control of the company, we agree to extend to you a severance package to include base, bonus (based on prior year payout) and COBRA coverage for a period of six months.

You will accrue Paid Time Off at an annual allotment of 21 days and an Extended Leave allotment of six days per year. The Paid Time Off allotment is available after six months of employment. Also, Erickson Retirement Communities observes seven national holidays per year. You will be eligible for health, dental and life insurance benefits the first of the month after 90 days of employment. In addition, you may participate in the company's 401K retirement plan immediately upon hire and, after one year of service, you will be eligible to receive a full company match on the first 5% of your contribution.

You will need to contact Barbara Cheek, Senior HR Manager, to complete your new hire paperwork and drug screen at least ten (10) days prior to your start date. Barbara may be reached at 410-402-4843. Please contact Sara Jo Light, SVP, Sr. Executive Development at 410-402-2541 with any employment questions.



Please signify your acceptance of this offer on the terms and conditions stated above and subject to satisfactory completion of the "I-9" as well as the satisfactory results of the drug screening, OIG check and criminal background, by signing and returning one copy of this letter. I look forward to working with you.

Sincerely,

Donna Samulowitz
Chief Marketing Officer

On file

David S. Dess

Date

TO: David Dess
DATE: February 5, 2010
RE: Separation Agreement and Release

This agreement (the "Agreement") sets forth the terms and conditions for your separation from employment with Erickson Retirement Communities, LLC ("Company") This agreement replaces and supersedes the previous agreement dated January 2010.

1. Company will maintain your employment in your current position through the close of business on February 5, 2010 (the "Effective Date"). After the close of business on the Effective Date, you will be separated from employment and will no longer be an officer of Company. You will receive a final paycheck for your wages, minus taxes, deductions, and withholdings, through the Effective Date at your current salary level, on the normal Company pay-dates. Your current benefits package remains in effect through the end of February 2010 with the standard payroll deduction. You will also receive a check for any accrued, unused PTO hours, minus taxes, deductions, and withholdings, you have as of the Effective Date on the next regular payday after the Effective Date.

2. If you currently participate in our benefits plan, beginning March 1, 2010, you may elect to continue your current health benefits package under COBRA. If you make this election, you may be eligible for a subsidy of the cost of maintaining your COBRA benefits under a new federal law, the Americans Recovery and Reinvestment Act of 2009 ("ARRA") as recently extended. Under ARRA, for a limited period, you would be responsible for paying 35% of the ordinary COBRA premium for your benefits. For that same period, Company would be responsible for paying 65% of the ordinary COBRA premium for your benefits. According to current information, this subsidy towards your COBRA premium is for a period of up to 15 months starting with your first month of COBRA eligibility and may be discontinued if you become eligible for other benefits in certain circumstances. Further details on your rights under COBRA and ARRA will be provided by Company's third party benefits administrator. Your eligibility for this subsidy does not depend on signing this Agreement. You will need to make your payments directly to our third party COBRA benefits administrator.

3. If you sign this Agreement and do not revoke your signature, we will also provide the benefits listed below. You will not be entitled to any other compensation, payments or benefits; however, this doesn't affect your vested retirement benefits nor any rights you have to continue your health insurance under COBRA.

- Eight (8) weeks of separation pay at your current salary level, minus taxes, deductions, and withholdings. The separation pay will be made in bi-weekly payments in accordance with Company's regular pay dates. These payments will start on the first pay period following the later of: (i) the Effective Date, or (ii) eight (8) days after your signature of this Agreement; (iii) any necessary approval by the U.S. Bankruptcy Court supervising the current bankruptcy of Company for severance payment made to an insider of Company.
- Company will reimburse you for the reasonable costs of re-locating your personal effects back to Minnesota, up to a maximum of Seven Thousand Five Hundred Dollars (\$7500.00).
- Erickson will provide outplacement services to you through Right Management Consultants, its regular national contractor.
- If you participate in Company's 401k plan, you are 100% vested in the employer's matching contributions towards your plan. Per the terms of the plan, you cannot make any further contributions during the separation pay period.

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 or its retirement communities, their members, subsidiaries, or affiliates. You agree to be reasonably available for discussions with the marketing team

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 January 15, 2010. 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 subsidiaries, affiliates, or 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 1, 3, 4, and 5 of this Agreement, you hereby release Erickson Retirement Communities, its owners, members, directors, officers, employees, agents, insurers, employee benefit plans and fiduciaries/ administrators of such plans, its managed retirement communities, 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 Minnesota equal employment laws or non-discrimination laws, the Age Discrimination in Employment Act of 1967 ("ADEA"), 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 laws, claims for wrongful discharge, claims of unfair dealing, claims in connection with any employment contract, and claims for personal injury, emotional distress, pain and suffering, compensatory or punitive damages.

7. You 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, local or other agency, court, or tribunal. You agree not to seek or request damages in connection with any other claim, demand or charge against the Released Parties. This Agreement is not intended to interfere with any right you have to file a charge with any federal, state or local governmental agency, except that you agree that by entering into this Agreement, you waive any claim to recovery of any remedy beyond what is provided in this Agreement. You also agree that you have not been denied any leave requested under the Family and Medical Leave Act or any applicable state/ local leave laws. 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 Company any violations of the Corporate Compliance Plan during your employment and you further agree that you have no knowledge of any violations of the Plan except as otherwise reported. You agree that your obligations under this Agreement are material obligations on which Company is reasonably relying. If you breach your obligations under this Agreement, Company may immediately suspend or terminate its own obligations under the Agreement, including but not

limited to, its obligations to pay any and all compensation or other amounts listed in Section 3 of this Agreement or pursue an action to recover any such compensation paid or enforce performance of this Agreement.

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

10. You are advised to consult with an attorney concerning this Agreement. 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 Agreement first listed above. If you do not sign and return the Agreement within the 21 day period, the offer will automatically 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 you sign the Agreement. To be effective, any revocation must be in writing and must be delivered within seven (7) days after your signature to the following address: Erickson Retirement Communities, 701 Maiden Choice Lane, Baltimore, Maryland 21228, Attn: General Counsel

11. Your signature confirms that you are entering into this Agreement voluntarily, you understand all of its terms, and that you are not relying upon any other representations or agreements of Company except for those expressly set forth in this Agreement. Once signed, this Agreement will set forth the entire agreement between Company and you and supersedes 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. In the event that any one or more of the provisions of this Agreement other than the general release language in Section 6 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.

12. Any need for interpretation or enforcement of this Agreement will be in accordance with Maryland law, without regard to its conflict of laws provisions. Company and you agree that any action or proceeding relating to the enforcement of this Agreement will only be brought in the courts of Baltimore County, Maryland or in the U.S. District Court for the District of Maryland. Company and you further agree that any such action or proceeding will be heard without a jury or an advisory jury. You and Company waive your respective rights to bring any such action or proceeding in any other jurisdiction, or to have any such action or proceeding heard before a jury or an advisory jury.

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:

Witness:

DN-File

Employee Signature
David Dess
Date: _____

Erickson Retirement Communities, LLC

Signed by: _____
Printed Name: _____
Date: _____

sandra

From: Dave Dess [ddess913@aol.com]
Sent: Friday, February 05, 2010 4:47 PM
To: sando913@aol.com
Subject: FW: Completed offer letter

From: Dave Dess [mailto:ddess913@aol.com]
Sent: Friday, November 14, 2008 3:08 PM
To: 'Sara Jo Light'
Subject: RE: Completed offer letter

Thanks Sarah Jo!

From: Sara Jo Light [mailto:SaraJo.Light@erickson.com]
Sent: Friday, November 14, 2008 3:05 PM
To: Dave Dess
Cc: Seid, Lynne
Subject: RE: Completed offer letter

Both signed copies arrived safely --- Donna will sign them on Tuesday when she returns and we'll mail one copy back to you.

Have a great weekend and enjoy those cartwheels!!!
Sara Jo

Sara Jo Light
Erickson Retirement Communities
Sr. Vice President - Sr. Executive Development
701 Maiden Choice Lane
Catonsville, MD 21228
sjlight@erickson.com
410.402.2541 direct
443.642.0647 cell

From: Dave Dess [mailto:ddess913@aol.com]
Sent: Friday, November 14, 2008 3:38 PM
To: Sara Jo Light
Cc: 'Seid, Lynne'; Donna Samulowitz
Subject: RE: Completed offer letter

Sarah Jo:

Will do! I'm very pleased and look forward to a new adventure with Erickson.

Dave
913-908-5513

From: Sara Jo Light [mailto:SaraJo.Light@erickson.com]
Sent: Friday, November 14, 2008 2:27 PM
To: Dave

2/5/2010

Cc: Seid, Lynne; Donna Samulowitz
Subject: Completed offer letter

Attached is the revised offer letter to include the specific verbiage on change of control. Pls sign and fax 410.737.8808.

Best regards,
Sara Jo

Sara Jo Light
Erickson Retirement Communities
Sr. Vice President - Sr. Executive Development
701 Maiden Choice Lane
Catonsville, MD 21228
sjlight@erickson.com
410.402.2541 direct
443.642.0647 cell

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2/5/2010