

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):

MARY ANN PEREIRA

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

Name and address where notices should be sent:

20835747002468 PEREIRA, MARY ANN 258 STONEHURST BLVD FREEHOLD, NJ 07728

YOUR CLAIM IS SCHEDULED AS: Schedule/Claim ID: s1951 AMOUNT/CLASSIFICATION \$5,617.95 UNSECURED

Court Claim Number: (If known)

Filed on:

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

RECEIVED

FEB 11 2010

Telephone number: 732-577-6539

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: \$ 5,617.95

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: SERVICES PERFORMED - SALARY-SEVERANCE (See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: EMPLOYEE ID 6045

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:

\$ 5,617.95

*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.

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:

FOR COURT USE ONLY

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.

Erickson Ret. Comm. LLC



Mary Ann Pereira MARYANN PEREIRA HEALTH SERVICES

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

RECRUITMENT MANAGER

TO: Mary Ann Pereira
DATE: January 5, 2009
RE: Separation Agreement and Release

Erickson Retirement Communities, LLC ("Erickson") must regretfully initiate a reduction in force. This agreement (the "Agreement") sets forth the terms and conditions for your separation from employment.

1. You will be separated as of the close of business on June 30, 2009 (the "Effective Date"). You will remain an employee at-will through the Effective Date, subject to Erickson's normal rules and standards of conduct for employees. Your duties will be to assist with completion of specific projects and transitioning of your responsibilities. If you need time for job search or interviews, we will try to accommodate your schedule. You will receive a final paycheck for your wages, minus taxes and withholdings, through the Effective Date at your regular 2008 salary level, on the next regular Erickson pay-date. Your current benefits package remains in effect through the end of June 2009 with the standard payroll deduction. You will also receive a check for any accrued, unused PTO hours, minus taxes and withholdings, you have as of the Effective Date on the next regular payday after the Effective Date.

2. 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.

- 12 weeks of separation pay at your 2008 salary level, minus taxes and withholdings. The separation pay will be made in bi-weekly payments in accordance with Erickson's regular paydates. These payments will start on the later of: (i) the first pay period following eight (8) days after your signature of this Agreement, or (ii) the first pay period following the Effective Date. However, if you accept another position with Erickson or its affiliates or communities before or during the separation pay period, then your separation pay will end as of the start date for your new position.
- You will be eligible to participate in any group outplacement services offered by Erickson through its contractor(s) as part of the January 2009 reduction-in-force program. Available outplacement services may vary depending on your home state and the office where you normally reported.
- If you currently participate in our benefits plans, beginning July 1, 2009, you may elect to continue your current health benefits package under COBRA. If you make this election, Erickson will continue to pay its current portion of the cost of your current health benefits under COBRA during the separation pay period, and you will be responsible for the remainder of the premium under COBRA. After the final separation paycheck is remitted to you, you will be responsible for the entire premium.
- If you participate in the 401k plan, you remain vested in the employer's matching contributions towards your 401k plan per the information 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 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.
- Erickson's discretionary bonus program depends upon by company performance for the year. Based on 2008 company performance, Erickson will likely not pay 2008 performance bonuses. However, if

Erickson determines to pay a 2008 performance bonus to its current employees in 2009, then you will also be eligible to receive the 2008 performance bonus if and when paid.

- 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.

3. At the close of business on the Effective Date, you agree to return promptly all of Erickson'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 Erickson, its subsidiaries, or its managed retirement communities. You agree to be reasonably available for discussions with your manager about transitioning your work. 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 Erickson's trade secrets, business practices, proprietary information or confidential information which you acquired during the course of your employment with Erickson. 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.

4. You agree not to communicate any derogatory or defamatory information concerning Erickson, including its directors, officers, and employees to any other person or entity. Erickson agrees not to communicate any derogatory or defamatory information concerning you to any other person or entity. Erickson also agrees that it will not contest your application for unemployment compensation benefits after the Effective Date.

5. In consideration for the benefits listed in Section 2 of this Agreement, you hereby release Erickson, its owners, directors, officers, employees, agents, managed retirement communities, 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, the Age Discrimination in Employment Act of 1967 ("ADEA"), 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.

6. 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.

7. You agree that you had the opportunity to report to Erickson any violations of the Erickson 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 Erickson is reasonably relying. If you breach your obligations under this Agreement, Erickson may immediately suspend or terminate its own obligations under the Agreement, including but not limited to, our obligations to pay any and all compensation or other amounts listed in Section 2 of this Agreement or pursue an action to recover any such compensation paid or enforce performance of this Agreement

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

9. 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 forty-five (45) days from January 9, 2009 after which time the offer will automatically expire. You may use as much of this 45-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. Required information on this Reduction in Force Program is included for your consideration in attached Schedules 1 and 2.

10. 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 Erickson except for those expressly set forth in this Agreement. Once signed, this Agreement will set forth the entire agreement between Erickson 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 5 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.

11. Any need for interpretation or enforcement of this Agreement will be in accordance with Maryland law, without regard to its conflict of laws provisions. Erickson 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 State of Maryland. Erickson and you further agree that any such action or proceeding will be heard without a jury or an advisory jury. You and Erickson 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.

[SIGNATURES ON NEXT PAGE]

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:

Lauren Hoegery

Mary Ann Pereira

Employee Signature

Mary Ann Pereira

Date: 2/9/09

Witness:

Erickson Retirement Communities, LLC

Signed by: Deborah Pawlicki

Printed Name: Deborah Pawlicki

Date: 1/5/2009

ATTACHED SCHEDULES

Schedule 1: Class of individuals covered by the Erickson January 2009 Reduction in Force Program, eligibility factors for the program, and time limits applicable to the reduction program

Schedule 2: (a) List Of Job Titles And Ages Of Individuals Selected For the Erickson January 2009 Reduction In Force Program, and (b) List Of Job Titles And Ages Of Individuals Not Selected For The Erickson January 2009 Reduction In Force Program Who Are In The Same Decisional Unit As You

SCHEDULE 1 TO SEPARATION AGREEMENT
CLASS OF INDIVIDUALS COVERED BY THE PROGRAM, ELIGIBILITY FACTORS FOR THE
PROGRAM, AND TIME LIMITS APPLICABLE TO THE REDUCTION PROGRAM

Erickson Retirement Communities (the "Company") has found it necessary to implement a 2009 Reduction in Force Program (the "Program") due to financial pressures the Company currently is experiencing. This Program applies to all staff employed by the Company in corporate offices in Maryland and all staff employed by the Company to provide construction, development, acquisition or management services at all retirement communities managed by the Company. This Program does not apply to individuals who are employed by the independent, non-profit communities.

Individuals who are eligible to participate in the Program have been selected for termination from their employment based on the Company's business needs and consideration of one or more of the following criteria: (i) Company's decision to outsource the work the individual performs; (ii) Company's decision to suspend or terminate work at the location where the individual works; (iii) Company's decision to eliminate the position the individual holds; (iv) the overall work performance of the individual during the 12 month period prior to his or her termination, as compared to the overall work performance of the other employees within the individual's decisional unit during the same period of time; (v) and the qualifications and work performance of the applicants for any vacant positions. Job-related performance criteria considered in determining Program eligibility include: productivity; ability to multi-task efficiently; customer satisfaction; business competency; technical proficiency and/or compliance with Erickson Way Values.

Individuals who are eligible for and selected to participate in the Program are being offered consideration under a Separation Agreement and Release and subject to its terms and conditions. Individuals have 45 days from the Effective Date of January 9, 2009 to sign and return the signed Agreement. Individuals understand and agree that he/ she would not receive the monies and/or benefits specified in the Plan except for his or her signing this Separation Agreement and Release ("Agreement") and fulfillment of the promises contained herein that pertain to the individual.



EMPLOYMENT SEPARATION INFORMATION

CONTACT NUMBERS:

Kelly and Associates (COBRA): 800-733-8166
 MetLife Insurance: 800-638-6420
 CO State Unemployment Office: 800-388-5515
 IL State Unemployment Office: 888-337-7234
 MA State Unemployment Office: 877-626-6800
 MD State Unemployment Office: 410-368-5300

MO State Unemployment Office: 800-320-2519
 NC State Unemployment Office: 877-841-9617
 OH State Unemployment Office: 877-644-6562
 PA State Unemployment Office: 888-313-7284
 TX State Unemployment Office: 800-939-6631

Benefit Plan	Coverage End Date	After Termination	Process
FINAL PAYCHECK		Final paycheck will include all hours worked through separation effective date and any accrued but unused PTO. This paycheck will contain all normal deductions.	Final paycheck will be either a direct deposit or mailed to a home address, consistent with your current pay arrangements.
SEVERANCE CHECKS		Your severance pay will begin approximately 8 days after receipt of your signed agreement and will be paid to you on weekly or bi-weekly basis (whatever is consistent with your current pay schedule), until your severance expires.	Severance checks will be either a direct deposit, or mailed to a home address, consistent with your current pay arrangements.
PAID TIME OFF		Associates are paid for any accrued and unused PTO at the time of termination.	Paid out in the final paycheck.
UNEMPLOYMENT		You may be eligible for full or partial unemployment benefits.	To apply, please call your state Unemployment Claim Office at the number listed above.
401 (K)		If account is over \$5,000 it may remain at T. Rowe Price. If account balance is less than \$5000, you must remove your money from the plan. If you have an outstanding 401K loan, your payments will continue while you are receiving severance pay. Once severance is over, loan must be repaid in full or it will default.	For questions about your 401k account, please contact T. Rowe Price at 1-800-922-9945.
WELLNESS FUND REIMBURSEMENT		Expenses incurred while you were an active employee can be submitted for reimbursement.	Send completed Wellness Claim form to CoreSource by March 31, 2009 for 2008 claims.
OUTSTANDING EXPENSES		Expenses incurred while you were an active employee can be submitted for reimbursement.	Please contact your HR manager for an expense reimbursement form. Reimbursement requests must be submitted by January 31, 2009.
TUITION ASSISTANCE		Tuition costs incurred and approved through December 31, 2008 can be submitted to Human Resources for reimbursement within 45 days of semester completion, with confirmation of passing grade ("C" or higher). Employees impacted by this reduction in force will not be required to repay any tuition assistance provided by Erickson.	



EMPLOYMENT SEPARATION INFORMATION (cont'd)

Benefit Plan	Coverage End Date	After Termination	Process
MEDICAL/DENTAL INSURANCE		You may elect to continue coverage under COBRA for 18 months. COBRA rates are dependent on benefit plans and coverage level. You must maintain the same level of coverage that you had as an employee.	COBRA Enrollment materials from Kelly and Associates will be sent directly to the address on file. You will have 60 days from receipt of form to elect COBRA coverage. If you have questions, please call 1-800-733-8166. Detailed COBRA instructions are in your packet.
HEALTH SAVINGS ACCOUNT		Employer contributions will be made throughout severance period.	Contact Sandy Springs Bank to convert account, the number is 1-800-399-5919, ext. 3155. Nominal administrative fees will now be charged to your account.
BASIC LIFE INSURANCE		You may elect to convert your group life insurance plan to an individual plan. Completed application and payment are due to Reliance within 30 days of termination. (End of the month in which your severance begins)	Conversion forms are included in your separation packet. Please follow instructions printed on the conversion form for completion and submission.
HEALTH CARE FLEXIBLE SPENDING ACCOUNT		Your elections will cease once severance begins. You may elect to continue coverage through COBRA. Claims can be submitted for services rendered on or before termination date.	Submit claims to HFS Benefits within 90 days of the date in which your participation in the plan ended. Please contact HFS Benefits at 1-888-460-8005 or visit www.hfsbenefits.com for more information.
DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT		Your contributions will cease once severance begins. Claims can be submitted for services rendered on or before termination date.	Submit claims to HFS Benefits within 90 days of the date in which your participation in the plan ended. Please contact HFS Benefits at 1-888-460-8005 or visit www.hfsbenefits.com for more information.
EMPLOYEE ASSISTANCE PROGRAM		Available during your severance period.	Call 1-888-300-0431 or visit www.lifebalance.net (user id: ERC, password: 2760).
LIFE, ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE		You may elect to convert your group life insurance plan to an individual plan. Completed application and payment are due to Reliance within 30 days of termination. (End of the month in which your severance begins)	Conversion forms are included in your separation packet. Please follow instructions printed on the conversion form for completion and submission.
SHORT & LONG TERM DISABILITY		Enrollment will be terminated the last day of the month in which your severance begins.	Disability plans cannot be converted to personal plans.
EMPLOYMENT VERIFICATION		Without a signed release, only dates of employment will be verified. With a signed release, HR will provide dates of employment, title and salary.	All employment verifications will be processed through Human Resources. Please contact your Human Resources Manager.