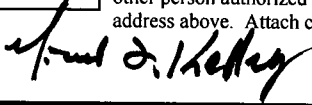



UNITED STATES BANKRUPTCY COURT Northern District of Texas		PROOF OF CLAIM
Name of Debtor: Erickson Retirement Communities, LLC		Case Number: 09-37010
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an 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): Karst & Sons, Inc.		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where notices should be sent: Michael J. Kelley, Esq., Two Miranova Place, Suite 500, Columbus, OH 43215		
Telephone number: (614) 233-4710		
Name and address where payment should be sent (if different from above): <div style="text-align: center;"> RECEIVED FEB 22 2010 BMC GROUP </div>		<input type="checkbox"/> 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. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
Telephone number:		
1. Amount of Claim as of Date Case Filed: \$ <u>186,583.11</u> 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. <input type="checkbox"/> 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. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> 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). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> 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). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: \$ _____ <i>*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.</i>
2. Basis for Claim: <u>Work & Materials Provided</u> (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: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ <u>UNKNOWN</u> Annual Interest Rate % <u>STATUTORY</u> Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ <u>186,583.11</u> Basis for perfection: <u>mechanic's lien</u> Amount of Secured Claim: \$ <u>186,583.11</u> Amount Unsecured: \$ <u>0.00</u>		
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: 02/19/2010	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. <div style="text-align: center;">  Michael J. Kelley, Attorney for Karst & Sons, Inc. </div>	
FOR COURT USE ONLY Erickson Ret. Comm. LLC  00960		

Prepared by, recording requested by,
and return to:

Name: _____
Street: _____
Address: _____
City: _____
State: _____
Zip: _____
Phone: _____



200906150086141

Pgs: 7 \$68.00 T20090033175
06/15/2009 3:42PM MEPKARST & SO
Robert G. Montgomery
Franklin County Recorder

-----Above this line for Official Use Only-----

AFFIDAVIT FOR MECHANICS' LIEN
(Corporation as Claimant)

State of Ohio,

County of Licking, ss:

John Karst, as President of Karst & Sons, Inc., a corporation, whose address is 6496 Taylor Road SW, Reynoldsburg, Ohio 43068, being first duly sworn, says that Karst & Sons, Inc., the lien claimant, furnished certain material or performed certain labor or work in the furtherance of improvements located on or removed to the land hereinafter described, in pursuance of a certain contract, with Braun Construction Group, Inc. ("BCG"), the owner, part owner, lessee, original contractor, subcontractor, or other person, as the case may be, whose address is 39395 W. 12 Mile Road, Suite 100, Farmington hills, MI 48331. The first of the labor or work was performed or material was furnished on the 12th day of June, 2008. The last of the labor or work was performed or material was furnished on the 13th day of May, 2009 and there is justly and truly due Karst & Sons, Inc., the lien claimant, Therefor from Braun Construction Group, Inc., the owner, part owner, lessee, original contractor, subcontractor, or other person, as the case may be, over and above all legal setoffs, the sum of \$181,723.11 dollars, for which amount Karst & Sons, Inc., the lien claimant, claims a lien on the land, building, or leasehold, of which Columbus Campus, LLC is or was the owner, part owner, or lessee, as the case may be, which property is described as follows:

Erickson Retirement Communities

Residential Building 1.1 (RB 1.1), 4510 Hickory Chase Way, Hilliard, OH 43026
Community Building 1.0 (CB 1.0), 4500 Hickory Chase Way, Hilliard, OH 43026
Pump House-Hickory Chase, 4480 Hickory Chase Way, Hilliard, OH 43026
Gate House-Hickory Chase, 4480 Hickory Chase Way, Hilliard, OH 43026

See Attached for Legal description

EXHIBIT

tabbles

1

Y
Affiant

John Karst
President
Karst & Sons, Inc

Attest: See Crist

Secretary

This instrument was prepared by See Crist

STATE OF OHIO
COUNTY OF Franklin

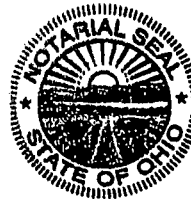
Sworn to before me and subscribed in my presence this 12 day of

June, 20 09.

Joanne P. Bushby
Notary Public

Printed Name: Joanne P. Bushby

My Commission Expires:
1-2-13



JOANNE P. BUSHBY
Notary Public, State of Ohio
My Commission Expires 01-02-2013

NOTE

Section 1311.07 provides that:

"Any person filing an affidavit pursuant to section 1311.06 of the Revised Code [Affidavit of Mechanic's Lien] shall serve a copy of the affidavit on the owner, part owner, or lessee of the improved property or his designee, within thirty days after filing the affidavit. If the affidavit cannot be served in accordance with section 1311.19 of the Revised Code, then the person shall serve the copy by posting it in some conspicuous place on the premises of the improved property within ten days after the expiration of the thirty days."

**AMENDED NOTICE OF COMMENCEMENT
OHIO REVISED CODE 1311.04 OF
(Private Improvement)**

The Owner prepared the original notice of commencement, Instrument #200803100036138, for the improvements described therein and the document was recorded on March 10, 2008. Since that time, the name of the contractor has changed. This Amendment includes the current correct information for the contractor. All other information is the same.

1. The real property on which the improvements are to be made (the "Property") is located at Hilliard, Franklin County, Ohio, and is further described in the legal descriptions attached hereto as Exhibit "A," which is made a part hereof by reference.

2. The improvements to be constructed on the Property include: The property currently includes 1,515 independent living units divided between two neighborhoods. Neighborhood One is the largest with seven residential buildings and 815 units. Neighborhood Two has six residential buildings with 700 units. There is a Community building servicing each neighborhood. The community buildings are 65,000sf. The entire campus is connected by climate controlled links or bridges.

3. The owner's name and its address are:

Columbus Campus, LLC
701 Maiden Choice Lane
Catonsville, MD 21228

The owner is the party contracting for the improvement. The Property is owned by Columbus Campus, LLC.

4. The owner's designee and his address are:

Garrett T. Power - Development Director
Erickson Retirement Communities
4472 Leap Road
Hilliard, OH 43026

5. The original contractor (the "Contractor") and its address are:

Braun Construction Group
39395 W. 12 Mile Road, Suite 100
Farmington Hills, MI 48331
Attn: Dick Conway

6. The date the owner first executed a contract with the Contractor for the Project was March 1, 2008.

7. The lending institutions providing financing for the improvements and its address are:

Key Bank NA
800 Superior Avenue
Cleveland, OH 44114

8. The name and address of the surety guaranteeing payment of the obligation of the Contractor is: None.

9. TO ALL LIEN CLAIMANTS AND SUBSEQUENT PURCHASERS:

TAKE NOTICE THAT LABOR OR WORK IS ABOUT TO BEGIN ON OR MATERIALS ARE ABOUT TO BE FURNISHED FOR AN IMPROVEMENT TO THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT. A PERSON HAVING A MECHANICS' LIEN MAY PRESERVE THE LIEN BY PROVIDING A NOTICE OF FURNISHING TO THE ABOVE-NAMED DESIGNEE AND THE ABOVE-NAMED DESIGNEE'S ORIGINAL CONTRACTOR, IF ANY, AND BY TIMELY RECORDING AN AFFIDAVIT PURSUANT TO SECTION 1311.06 OF THE OHIO REVISED CODE.

A COPY OF THIS NOTICE MAY BE OBTAINED UPON MAKING A WRITTEN REQUEST BY CERTIFIED MAIL TO THE ABOVE-NAMED OWNER, PART OWNER, LESEE, DESIGNEE, OR THE PERSON WITH WHOM YOU HAVE CONTRACTED.

10. The name and address of the person who prepared this Notice of Commencement are:

Garrett T. Power
Erickson Retirement Communities
4472 Leap Road
Hilliard, OH 43026

11. Verification:

STATE OF OHIO, COUNTY OF FRANKLIN, SS:

I, GARRETT T. POWER the DEVELOPMENT DIRECTOR for COLUMBUS, OH being duly sworn, state that the information set forth in this Notice of Commencement is true to the best of my knowledge, information and belief.

[Signature]
Affiant

Signed and sworn to before me on August 29th, 2009.

My Commission Expires: 5-21-13

[Signature]
Notary Public



RICHARD H TOWLE
NOTARY PUBLIC
STATE OF OHIO
MY COMM. EXP. 5-21-13

77.019 ACRES

Situate in the State of Ohio, County of Franklin, City of Hilliard, lying in Virginia Military Survey Nos. 3000 and 4854, being part of the 40.924 and all of the 0.742 acre tracts conveyed to Columbus Campus LLC by deed of record in Instrument Number _____, and part of the 45.957 acre tract conveyed to Columbus Campus LLC by deed of record in Instrument Number _____, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 0005 RESET found at the centerline intersection of Davidson Road (variable width) and Leap Road (variable width);

Thence South $23^{\circ} 37' 07''$ East, a distance of 1243.56 feet, with the centerline of said Leap Road, to a point;

Thence North $66^{\circ} 22' 53''$ East, a distance of 50.00 feet, across the right-of-way of said Leap Road and entering said 45.957 acre tract, to an iron pin set, the TRUE POINT OF BEGINNING;

Thence across said 45.957 acre tract, the following courses and distances:

North $68^{\circ} 44' 53''$ East, a distance of 556.74 feet, to an iron pin set at a point of curvature;

With said curve to the left, having a central angle of $09^{\circ} 08' 20''$, a radius of 1099.00 feet, an arc length of 175.29 feet, and a chord which bears North $60^{\circ} 37' 51''$ East, a chord distance of 175.11 feet, to an iron pin set;

North $23^{\circ} 37' 07''$ West, a distance of 384.33 feet, to an iron pin set in the line common to said 45.957 acre tract and the remainder of the original Tract Three conveyed to Wolpert Enterprises, Limited by deed of record in Instrument Number 200204080088414;

Thence North $84^{\circ} 08' 15''$ East, a distance of 1139.80 feet, with the northerly line of said 45.957 and 0.742 acre tracts and with the southerly lines of the remainder of said Tract Three, the southerly line of the remainder of the original Tract Two conveyed to Wolpert Enterprises, Limited by deed of record in Instrument Number 200204080088414 and a southerly line of the remainder of the original Tract 1 conveyed to Ansmil Limited Partnership by deed of record in Official Record 32225 G17, to an iron pin set;

Thence South $05^{\circ} 55' 17''$ East, a distance of 353.64 feet, with the line common to said 0.742 acre tract and the remainder of said original Tract 1, to an iron pin set at a point of curvature;

Thence with said curve to the left, having a central angle of $17^{\circ} 44' 53''$, a radius of 1332.49 feet, an arc length of 412.75 feet, and a chord which bears South $14^{\circ} 47' 43''$ East, a chord distance of 411.10 feet, with an easterly line of said 0.742 and 45.957 acre tracts and a westerly line of the remainders of said original Tract 1 and original Tract Two, to an iron pin set at a point of tangency;

Thence South $23^{\circ} 40' 10''$ East, a distance of 353.83 feet, with an easterly line of said 45.957 and 40.924 acre tracts, and with a westerly line of the remainders of said original Tract Two and original Parcel Two, Tract Two conveyed to Ansmil Limited Partnership by deed of record in Official Records 32225 G17 and 32225 105, to an iron pin set;

Thence continuing with the line common to said 40.924 acre tract, the remainder of said original Parcel Two, Tract Two and the remainder of the original Parcel Two, Tract Three conveyed to Ansmil Limited Partnership by deed of record in Official Records 32225 G17 and 32225 105, the following courses and distances:

South $01^{\circ} 52' 05''$ East, a distance of 53.85 feet, to an iron pin set;

South $23^{\circ} 40' 10''$ East, a distance of 105.00 feet, to an iron pin set;

South $45^{\circ} 28' 15''$ East, a distance of 53.85 feet, to an iron pin set;

South $23^{\circ} 40' 10''$ East, a distance of 514.24 feet, to an iron pin set at a point of curvature;

With said curve to the right, having a central angle of $08^{\circ} 02' 24''$, a radius of 1390.00 feet, an arc length of 195.05 feet, and a chord which bears South $19^{\circ} 38' 58''$ East, a chord distance of 194.89 feet, to an iron pin set;

South $74^{\circ} 22' 14''$ West, a distance of 20.00 feet, to an iron pin set;

77.019 ACRES

-2-

With a curve to the right, having a central angle of $01^{\circ} 02' 00''$, a radius of 1370.00 feet, an arc length of 24.71 feet, and a chord which bears South $15^{\circ} 06' 46''$ East, a chord distance of 24.71 feet, to an iron pin set;

South $76^{\circ} 07' 35''$ West, a distance of 82.51 feet, to an iron pin set;

South $70^{\circ} 47' 24''$ West, a distance of 286.15 feet, to an iron pin set;

South $68^{\circ} 02' 13''$ West, a distance of 159.38 feet, to an iron pin set;

South $82^{\circ} 20' 53''$ West, a distance of 300.01 feet, to an iron pin set;

South $76^{\circ} 34' 35''$ West, a distance of 307.14 feet, to an iron pin set;

South $82^{\circ} 47' 36''$ West, a distance of 138.56 feet, to an iron pin set;

North $79^{\circ} 56' 50''$ West, a distance of 85.56 feet, to an iron pin set;

North $71^{\circ} 18' 50''$ West, a distance of 150.01 feet, to an iron pin set;

North $65^{\circ} 38' 53''$ West, a distance of 208.41 feet, to an iron pin set;

North $57^{\circ} 48' 25''$ West, a distance of 129.32 feet, to an iron pin set;

North $59^{\circ} 01' 48''$ West, a distance of 170.38 feet, to an iron pin set;

North $67^{\circ} 18' 16''$ West, a distance of 57.59 feet, to an iron pin set;

North $80^{\circ} 44' 53''$ West, a distance of 8.85 feet, to an iron pin set;

Thence across said 40.924 and 45.957 acre tracts, the following courses and distances:

North $02^{\circ} 32' 02''$ East, a distance of 270.04 feet, to an iron pin set at a point of curvature;

With said curve to the left, having a central angle of $26^{\circ} 09' 10''$, a radius of 600.00 feet, an arc length of 273.87 feet, and a chord which bears North $10^{\circ} 32' 33''$ West, a chord distance of 271.50 feet, to an iron pin set;

North $23^{\circ} 37' 07''$ West, a distance of 682.05 feet, to the TRUE POINT OF BEGINNING, containing 77.019 acres, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

This description is based on existing record and field work performed in December, 2006.

Bearings are based on the Ohio State Plane Coordinate System, South Zone, as per NAD83 (1986 Adjustment). Control for bearings was from coordinates of monuments FCGS 0005 RESET and FCGS 0006, having a bearing of North $23^{\circ} 37' 07''$ West, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

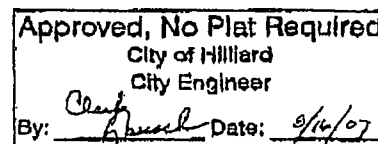
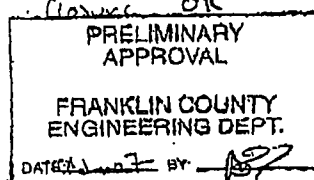


EVANS, MECHWART, HAMBLETON, & TILTON, INC.

Heather L. King
Professional Surveyor No. 8307

5/31/07
Date

HLK/29May07
77.019 ac 62116



Prepared by, recording requested by,
and return to:

Name: _____
Street: _____
Address: _____
City: _____
State: _____
Zip: _____
Phone: _____



200906150086139

Pgs: 7 \$68.00 T20090033175
06/15/2009 3:42PM MEPKARST & SO
Robert G. Montgomery
Franklin County Recorder

-----Above this line for Official Use Only-----

AFFIDAVIT FOR MECHANICS' LIEN
(Corporation as Claimant)

State of Ohio,

County of Licking, ss:

John Karst, as President of Karst & Sons, Inc., a corporation, whose address is 6496 Taylor Road SW, Reynoldsburg, Ohio 43068, being first duly sworn, says that Karst & Sons, Inc., the lien claimant, furnished certain material or performed certain labor or work in the furtherance of improvements located on or removed to the land hereinafter described, in pursuance of a certain contract, with J M Olson Corporation ("JMOC", the owner, part owner, lessee, original contractor, subcontractor, or other person, as the case may be, whose address is 26210 Harper Ave, St. Clair Shores, Michigan 48081. The first of the labor or work was performed or material was furnished on the 12th day of June, 2008. The last of the labor or work was performed or material was furnished on the 13th day of May, 2009 and there is justly and truly due Karst & Sons, Inc., the lien claimant, Therefor from J M Olson Corporation, the owner, part owner, lessee, original contractor, subcontractor, or other person, as the case may be, over and above all legal setoffs, the sum of \$4,860.00 dollars, for which amount Karst & Sons, Inc., the lien claimant, claims a lien on the land, building, or leasehold, of which Columbus Campus, LLC is or was the owner, part owner, or lessee, as the case may be, which property is described as follows:

Erickson Retirement Communities

Sitework Phase 1, 4477 Leap Road, Hilliard, OH 43026

See Attached for Legal description

EXHIBIT

2

X
Affiant

John Karst
President
Karst & Sons, Inc

Attest: _____

Sec Crist
Secretary

This instrument was prepared by Sec Crist

STATE OF OHIO
COUNTY OF _____

Franklin

Sworn to before me and subscribed in my presence this 12 day of

June, 20 09.

Joanne P. Bushby
Notary Public

Printed Name: Joanne P. Bushby

My Commission Expires:

1-2-13



NOTE

JOANNE P. BUSHBY
Notary Public, State of Ohio
My Commission Expires 01-02-2013

Section 1311.07 provides that:

"Any person filing an affidavit pursuant to section 1311.06 of the Revised Code [Affidavit of Mechanic's Lien] shall serve a copy of the affidavit on the owner, part owner, or lessee of the improved property or his designee, within thirty days after filing the affidavit. If the affidavit cannot be served in accordance with section 1311.19 of the Revised Code, then the person shall serve the copy by posting it in some conspicuous place on the premises of the improved property within ten days after the expiration of the thirty days."

**ORIGINAL NOTICE OF COMMENCEMENT
UNDER SECTION 1311.04 OF THE OHIO REVISED CODE
(Private Improvement)**

200803100036138
Pg: 6 \$52.00 T20080016387
03/10/2008 10:19AM MLCARRETT T P
Robert G. Montgomery
Franklin County Recorder

Notice is hereby given pursuant to Section 1311.04 of the Ohio Revised Code that construction will commence for the improvements described and situated as follows:

1. The real property on which the improvements are to be made (the "Property") is located at Hilliard, Franklin County, Ohio, and is further described in the legal descriptions attached hereto as Exhibit "A," which is made a part hereof by reference.
2. The improvements to be constructed on the Property include: The property currently includes 1,515 independent living units divided between two neighborhoods. Neighborhood One is the largest with seven residential buildings and 815 units. Neighborhood Two has six residential buildings with 700 units. There is a Community building servicing each neighborhood. The community buildings are 65,000sf. The entire campus is connected by climate controlled links or bridges.

3. The owner's name and its address are:

Columbus Campus, LLC
701 Maiden Choice Lane
Catonsville, MD 21228

The owner is the party contracting for the improvement. The Property is owned by Columbus Campus, LLC.

4. The owner's designee and his address are:

Garrett T. Power — Development Director
Erickson Retirement Communities
4472 Leap Road
Hilliard, OH 43026

5. The original contractor (the "Contractor") and its address are:

J.M. Olson Corporation
26210 Harper Avenue
St. Clair Shore, Michigan 48081
Attn: Joe Orlich

5. The date the owner first executed a contract with the Contractor for the Project was March 1, 2008.

6. The lending institutions providing financing for the improvements and its address are:

Key Bank NA
800 Superior Avenue
Cleveland, OH 44114

8. The name and address of the surety guaranteeing payment of the obligation of the Contractor is: None.

9. TO ALL LIEN CLAIMANTS AND SUBSEQUENT PURCHASERS:

TAKE NOTICE THAT LABOR OR WORK IS ABOUT TO BEGIN ON OR MATERIALS ARE ABOUT TO BE FURNISHED FOR AN IMPROVEMENT TO THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT. A PERSON HAVING A MECHANICS' LIEN MAY PRESERVE THE LIEN BY PROVIDING A NOTICE OF FURNISHING TO THE ABOVE-NAMED DESIGNEE AND THE ABOVE-NAMED DESIGNEE'S ORIGINAL CONTRACTOR, IF ANY, AND BY TIMELY RECORDING AN AFFIDAVIT PURSUANT TO SECTION 1311.06 OF THE OHIO REVISED CODE.

A COPY OF THIS NOTICE MAY BE OBTAINED UPON MAKING A WRITTEN REQUEST BY CERTIFIED MAIL TO THE ABOVE-NAMED OWNER, PART OWNER, LESEE, DESIGNEE, OR THE PERSON WITH WHOM YOU HAVE CONTRACTED.

10. The name and address of the person who prepared this Notice of Commencement is

Garrett T. Power - Development Director
Erickson Retirement Communities
4472 Leap Road
Hilliard, OH 43026

11. Verification:

STATE OF OHIO, COUNTY OF FRANKLIN, SS:

I, Garrett T. Power the DEVELOPMENT DIRECTOR for COLUMBUS CAMPUS, LLC being duly sworn, state that the information set forth in this Notice of Commencement is true to the best of my knowledge, information and belief.

Affiant - [Signature]

Signed and sworn to before me on March 7, 2008.

My Commission Expires: 2-20-2011

[Signature]
Notary Public



WENDY M. (KUSZMAR) Greasamar
Notary Public, State of Ohio
My Commission Expires 02-20-2011

77.019 ACRES

Situate in the State of Ohio, County of Franklin, City of Hilliard, lying in Virginia Military Survey Nos. 3000 and 4854, being part of the 40.924 and all of the 0.742 acre tracts conveyed to Columbus Campus LLC by deed of record in Instrument Number _____, and part of the 45.957 acre tract conveyed to Columbus Campus LLC by deed of record in Instrument Number _____ (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 0005 RBSET found at the centerline intersection of Davidson Road (variable width) and Leap Road (variable width);

Thence South 23° 37' 07" East, a distance of 1243.56 feet, with the centerline of said Leap Road, to a point;

Thence North 66° 22' 53" East, a distance of 50.00 feet, across the right-of-way of said Leap Road and entering said 45.957 acre tract, to an iron pin set, the TRUE POINT OF BEGINNING;

Thence across said 45.957 acre tract, the following courses and distances:

North 68° 44' 53" East, a distance of 556.74 feet, to an iron pin set at a point of curvature;

With said curve to the left, having a central angle of 09° 08' 20", a radius of 1099.00 feet, an arc length of 175.29 feet, and a chord which bears North 60° 37' 51" East, a chord distance of 175.11 feet, to an iron pin set;

North 23° 37' 07" West, a distance of 384.33 feet, to an iron pin set in the line common to said 45.957 acre tract and the remainder of the original Tract Three conveyed to Wolpert Enterprises, Limited by deed of record in Instrument Number 200204080088414;

Thence North 84° 08' 15" East, a distance of 1139.80 feet, with the northerly line of said 45.957 and 0.742 acre tracts and with the southerly lines of the remainder of said Tract Three, the southerly line of the remainder of the original Tract Two conveyed to Wolpert Enterprises, Limited by deed of record in Instrument Number 200204080088414 and a southerly line of the remainder of the original Tract 1 conveyed to Ansmil Limited Partnership by deed of record in Official Record 32225 G17, to an iron pin set;

Thence South 05° 53' 17" East, a distance of 353.64 feet, with the line common to said 0.742 acre tract and the remainder of said original Tract 1, to an iron pin set at a point of curvature;

Thence with said curve to the left, having a central angle of 17° 44' 53", a radius of 1332.49 feet, an arc length of 412.75 feet, and a chord which bears South 14° 47' 43" East, a chord distance of 411.10 feet, with an easterly line of said 0.742 and 45.957 acre tracts and a westerly line of the remainders of said original Tract 1 and original Tract Two, to an iron pin set at a point of tangency;

Thence South 23° 40' 10" East, a distance of 353.83 feet, with an easterly line of said 45.957 and 40.924 acre tracts, and with a westerly line of the remainders of said original Tract Two and original Parcel Two, Tract Two conveyed to Ansmil Limited Partnership by deed of record in Official Records 32225 G17 and 32225 I05, to an iron pin set;

Thence continuing with the line common to said 40.924 acre tract, the remainder of said original Parcel Two, Tract Two and the remainder of the original Parcel Two, Tract Three conveyed to Ansmil Limited Partnership by deed of record in Official Records 32225 G17 and 32225 I05, the following courses and distances:

South 01° 52' 05" East, a distance of 53.83 feet, to an iron pin set;

South 23° 40' 10" East, a distance of 105.00 feet, to an iron pin set;

South 45° 28' 15" East, a distance of 53.85 feet, to an iron pin set;

South 23° 40' 10" East, a distance of 514.24 feet, to an iron pin set at a point of curvature;

With said curve to the right, having a central angle of 08° 02' 24", a radius of 1390.00 feet, an arc length of 195.05 feet, and a chord which bears South 19° 38' 58" East, a chord distance of 194.89 feet, to an iron pin set;

South 74° 22' 14" West, a distance of 20.00 feet, to an iron pin set;

77.019 ACRES

-2-

With a curve to the right, having a central angle of $01^{\circ} 02' 00''$, a radius of 1370.00 feet, an arc length of 24.71 feet, and a chord which bears South $15^{\circ} 06' 46''$ East, a chord distance of 24.71 feet, to an iron pin set;

South $76^{\circ} 07' 35''$ West, a distance of 82.51 feet, to an iron pin set;

South $70^{\circ} 47' 24''$ West, a distance of 286.15 feet, to an iron pin set;

South $68^{\circ} 02' 13''$ West, a distance of 159.38 feet, to an iron pin set;

South $82^{\circ} 20' 53''$ West, a distance of 300.01 feet, to an iron pin set;

South $76^{\circ} 34' 35''$ West, a distance of 307.14 feet, to an iron pin set;

South $82^{\circ} 47' 36''$ West, a distance of 138.56 feet, to an iron pin set;

North $79^{\circ} 56' 50''$ West, a distance of 85.56 feet, to an iron pin set;

North $71^{\circ} 18' 50''$ West, a distance of 150.01 feet, to an iron pin set;

North $65^{\circ} 38' 53''$ West, a distance of 208.41 feet, to an iron pin set;

North $57^{\circ} 48' 25''$ West, a distance of 129.32 feet, to an iron pin set;

North $59^{\circ} 01' 48''$ West, a distance of 170.38 feet, to an iron pin set;

North $67^{\circ} 18' 16''$ West, a distance of 57.59 feet, to an iron pin set;

North $80^{\circ} 44' 53''$ West, a distance of 8.85 feet, to an iron pin set;

Thence across said 40.924 and 45.957 acre tracts, the following courses and distances:

North $02^{\circ} 32' 02''$ East, a distance of 270.04 feet, to an iron pin set at a point of curvature;

With said curve to the left, having a central angle of $26^{\circ} 09' 10''$, a radius of 600.00 feet, an arc length of 273.87 feet, and a chord which bears North $10^{\circ} 32' 33''$ West, a chord distance of 271.50 feet, to an iron pin set;

North $23^{\circ} 37' 07''$ West, a distance of 682.05 feet, to the TRUE POINT OF BEGINNING, containing 77.019 acres, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

This description is based on existing record and field work performed in December, 2006.

Bearings are based on the Ohio State Plane Coordinate System, South Zone, as per NAD83 (1986 Adjustment). Control for bearings was from coordinates of monuments FCGS 0005 RESET and FCGS 0006, having a bearing of North $23^{\circ} 37' 07''$ West, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

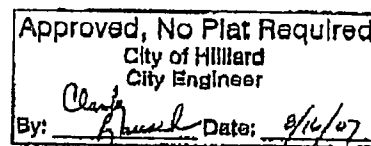
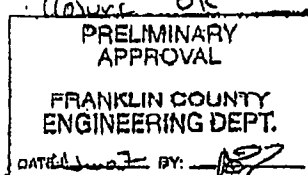


EVANS, MECHWART, HAMBLETON, & TILTON, INC.

Heather L. King
Professional Surveyor No. 8307

5/31/07
Date

HLK/29May07
77.019 ac 62116



IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO
CIVIL DIVISION

FILED
COMMON PLEAS COURT
FRANKLIN COUNTY, OHIO
2009 APR 19 PM 3:25
CLERK OF COURTS-CV

KEYBANK NATIONAL ASSOCIATION, *et al.*,

Plaintiffs,

Case No.: 09CVE-07-9921

v.

JUDGE JOHN P. BESSEY

COLUMBUS CAMPUS, LLC, *et al.*,

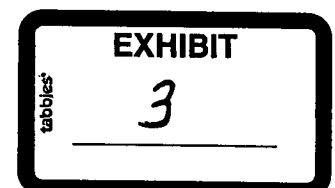
Defendants.

**DEFENDANT KARST & SONS, INC.'S ANSWER TO AMENDED
COMPLAINT, OMNIBUS ANSWER TO CROSS-CLAIMS FILED OR TO
BE FILED HEREIN, COUNTERCLAIM AGAINST PLAINTIFFS, AND
CROSS-CLAIM FOR FORECLOSURE AGAINST ALL DEFENDANTS**

Now comes Defendant Karst & Sons, Inc. and for its answer to the Amended Complaint, Answer to Cross-Claims, and its Counterclaim and Cross-Claim states as follows.

ANSWER TO AMENDED COMPLAINT

1. Defendant is without knowledge as to the truth of the allegations set forth in paragraphs 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74 and 75 of the Amended Complaint filed herein and, therefore, must deny same.
2. In response to the allegations set forth in paragraphs 6 and 53 of the Amended Complaint filed herein, Defendant states that it has valid and perfected mechanics' liens with respect to the properties which are the subject of this lawsuit, said liens being filed with the Franklin County Recorder on or about June 15, 2009, while denying the remaining allegations set forth in those paragraphs for want of information. Copies of the recorded mechanics' liens referred to above were attached as Exhibits A and B to this Defendant's Answer to the original Complaint filed herein.



3. This Defendant denies each and every remaining allegation of the Amended Complaint not previously admitted to be true.

SECOND DEFENSE:

4. This Defendant herein incorporates its admissions and denials set forth in its Answer to the original Complaint filed as though fully set forth herein.

THIRD DEFENSE:

5. The Amended Complaint failed to state a claim upon which relief can be granted as to this answering Defendant.

FOURTH DEFENSE:

6. Plaintiffs' alleged mortgages are inferior in priority to valid and properly perfected mechanic's liens recorded against the subject project.

FIFTH DEFENSE:

7. Plaintiffs' claims with regard to lien claimants are barred as a result of their fiduciary duty to said claimants and/or their breach thereof.

OMNIBUS ANSWER TO CROSS-CLAIMS FILED OR TO BE FILED HEREIN

1. This Defendant incorporates by reference its admissions and denials to the Amended Complaint of the Plaintiff.
2. This Defendant denies for lack of knowledge any claim set forth by any cross-claimant herein.
3. This Defendant denies any allegation that any other mechanic's lienholder has priority over the mechanic's liens which have been recorded by this answering Defendant.

COUNTERCLAIM AGAINST PLAINTIFFS

1. This Defendant hereby incorporates its previous allegations and defenses set forth herein as though fully rewritten.

2. Plaintiffs were aware and had knowledge that material suppliers, contractors such as this Defendant, and the general contractor were providing improvements to the subject property in reliance upon and with the expectation that payments would be issued by the Plaintiffs and, in fact, were supplied with a list of those persons (including this Defendant) who were providing project improvements.
3. Plaintiffs provided loan proceeds to Defendants Columbus Campus LLC, Hickory Chase, Inc., Erickson Retirement Community, LLC, and/or others (the "Borrowers"), all of whom guaranteed their own performance and the performance of other Borrowers, for purposes of property improvements to the project, and, in fact, Plaintiffs specifically required that those proceeds be used for this purpose.
4. Plaintiffs monitored, or had the right to monitor, these loan disbursements to the Borrowers in order to ensure that such payments were made to those material suppliers, subcontractors (including this Defendant), and the general contractor who were providing improvements to the project.
5. Plaintiffs were aware and had knowledge that said material suppliers, subcontractors, and the general contractor who provided improvements to the subject project were doing so in a reliance upon and with the expectation that payments would be issued by Plaintiffs for the performance of the work.
6. In addition, Plaintiffs received a direct benefit as a result of the improvements made to the project through the enhancement of the collateral provided as security for the loan proceeds referenced above.
7. Plaintiffs had a fiduciary duty to the material suppliers, subcontractors (including this Defendant), and the general contractor to ensure that the latter were paid in full for improvements provided to the property, to inform the latter of the status of the funding of

the project, and to provide notification to terminate work prior to terminating funding for the project.

8. Plaintiffs breached the aforementioned duties, such that subcontractors such as this Defendant and/or others have not been paid for the labor, materials and supplies provided to the subject property.
9. Plaintiffs have further been unjustly enriched as a result of the enhancement of their collateral.

CROSS-CLAIMS

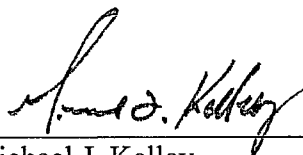
1. Defendant Borrowers herein hold or have held an ownership or leasehold interest in the subject property.
2. This Defendant conferred a benefit on the Borrowers by providing labor, materials and services to the subject property, all of which were accepted by the Borrowers who acquiesced in this Defendant's performance.
3. Retention of said benefits by the Borrowers herein under these circumstances has resulted in unjust enrichment on the part of said Defendants.
4. Further, Borrowers have breached their promises and guarantees regarding the project, all of which were detrimentally relied upon by this Defendant.
5. As the result of the labor, materials and services provided by this Defendant, Karst & Sons, Inc., as well as the mechanic's liens it has properly recorded with respect to this project, this Defendant is owed the sum of \$186,583.11, plus interest, litigation expenses, court costs and attorney's fees.
6. This Defendant is entitled to foreclose upon the real estate where the subject property is located in order to collect the amounts that it is owed as described above.

7. This Defendant has a valid and enforceable lien upon the subject property which was properly served as required by law, and is further entitled to a foreclosure on the equity of redemption.
8. Other Defendants named as parties in the Amended Complaint may have or claim to have an interest in the subject premises, and should be required to set forth their interests in the premises or be forever barred.

WHEREFORE, Defendant Karst & Sons, Inc. demands that the Amended Complaint against it be dismissed; that all Cross-Claims filed or to be filed be dismissed as to this Defendant; that it be granted judgment in the amount of \$186,583.11, along with interest, litigation expenses, court costs, and attorney's fees as to its Counterclaim against Plaintiffs; that it be granted judgment in the amount of \$186,583.11 plus interest, litigation expenses, court costs, and attorney's fees against Defendants Columbus Campus, LLC, Erickson Retirement Communities, LLC and/or other Borrowers; that it receive a foreclosure with respect to its mechanic's liens; that all liens be marshaled and the property be sold in accordance with law; that all equities of redemption be forever barred; and all other and further legal and equitable relief to which this Defendant may be entitled and which the nature of this action permits.

Respectfully submitted,

LANE ALTON & HORST, LLC



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Facsimile: 614-228-0146
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Counsel for Defendant Karst & Sons, Inc.

CERTIFICATE OF SERVICE

This will certify that a true and accurate copy of the foregoing *Answer of Defendant Karst & Sons, Inc.* was served via ordinary U.S. Mail, postage prepaid, this 17th day of August, 2009 upon the following:

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Polly Harris, Esq.
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Wells Fargo Bank, N.A.

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Gahanna, OH 43230
Co-Defendant

City of Hilliard, Ohio
3800 Municipal Way
Hilliard, OH 43026
Co-Defendant

Franklin County Treasurer
373 South High Street, 17th Floor
Columbus, OH 43215
Co-Defendant



Michael J. Kelley (0007452)

Lane
Alton
Horst LLC
Attorneys at Law

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THEODORE L. HORST (1908-2000)

JACK R. ALTON (RETIRED)
MARY BARLEY-McBRIDE
BELINDA S. BARNES
JOSHUA R. BILLS
MARY MCWILLIAMS DENGLER
SCOTT A. FENTON
MELISSA M. FERGUSON
JENIFER A. FRENCH
CURTIS F. GANTZ

JOSEPH A. GERLING
CHAD K. HEMMINGER
EDWARD G. HUBBARD
JEFFREY W. HUTSON
THOMAS J. KEENER
MICHAEL J. KELLEY
BRENDAN T. KING
RICK E. MARSH
TIMOTHY J. OWENS
RAY S. PANTLE
CHRISTOPHER R. PETTIT

GREGORY D. RANKIN
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COUNSEL TO THE FIRM
DAVID G. COX
JAMES W. LEWIS
ALAN WAYNE SHEPPARD

February 19, 2010

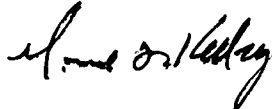
BMC Group Inc.
Attn: Erickson Retirement Communities, LLC
Claims Processing
P.O. Box 3020
Chanhassen, MN 55317-3020

Re: Name of Debtor: Erickson Retirement Communities, LLC
Case No.: 09-37010
Name of Creditor: Karst & Sons, Inc.

Dear Sir or Madam:

Enclosed herewith you will find the original and two copies of a ***Proof of Claim*** to be filed in the above-referenced matter. I ask that you return a file-stamped copy to my office in the self-addressed, postage prepaid envelope provided. Thank you for your kind attention to this request.

Very truly yours,



MICHAEL J. KELLEY

MJK:rlc
Enclosures