

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): The Brickman Group Ltd. LLC

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

Name and address where notices should be sent:

20835747005425 BRICKMAN GROUP LTD LLC, THE 3630 SOLUTIONS CENTER CHICAGO, IL 60677-3006 Attn: Legal Department 18227D Flower Hill Way Gaithersburg, MD 20879

YOUR CLAIM IS SCHEDULED AS: Schedule/Claim ID: s938 AMOUNT/CLASSIFICATION \$1,150.00 UNSECURED

Court Claim Number: (If known)

Filed on:

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

RECEIVED FEB 22 2010 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.

Telephone number:

1. Amount of Claim as of Date Case Filed: \$ 3,980.00

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

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

Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim.

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

Wages, salaries, or commissions (up to \$10,950\*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).

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

Up to \$2,425\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).

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

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

Amount entitled to priority:

\$

\*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

2. Basis for Claim: services performed (See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: ERICK CO

3a. Debtor may have scheduled account as: (See instruction #3a on reverse side.)

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

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

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

Value of Property: \$ Annual Interest Rate %

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

if any: \$ Basis for perfection:

Amount of Secured Claim: \$ Amount Unsecured: \$

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)

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

If the documents are not available, please explain:

Date: 2/18/10

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.

FOR COURT USE ONLY

Erickson Ret. Comm. LLC



00961



Please tear here.

THE BRICKMAN GROUP LTD. LLC  
4321 OLD MILFORD MILL RD  
BALTIMORE, MD 21208

Please direct any billing questions to our branch office.  
Phone: 410-265-6677  
Fax: 410-944-7361

INVOICE #: 5461353447  
JOB #: 546.09.01.372

ATTN: SKIP JOYNER  
Erickson Corporate-Charlestown

Invoice for Contracted Landscape Maintenance.  
Please tear off and return the lower portion of this invoice with your payment.

Payment for September, 9 of 12

|               |                   |
|---------------|-------------------|
| Due:          | September 1, 2009 |
| NonTaxable:   | 1,415.00          |
| Taxable:      | 0.00              |
| Tax:          | 0.00              |
| <b>TOTAL:</b> | <b>\$1,415.00</b> |

Please retain this portion for your records.

Please include this portion with your remittance.  
Please send payment to:

Please tear here.

THE BRICKMAN GROUP LTD LLC  
3630 SOLUTIONS CENTER  
CHICAGO, IL 60677-3006

ATTN: SKIP JOYNER  
Erickson Corporate-Charlestown  
ERICKSON INC  
MAIL STOP 101 PO BOX 310  
ATTN: 10190179-MD1  
LINTHICUM, MD 21090-3910

|                      |                   |
|----------------------|-------------------|
| Due:                 | September 1, 2009 |
| Cust #:              | ERICK CO          |
| Invoice #:           | 5461353447        |
| Job #:               | 546.09.01.372     |
| Erickson Corporate-C |                   |
| <b>TOTAL:</b>        | <b>\$1,415.00</b> |



Please tear here.

THE BRICKMAN GROUP LTD. LLC  
4321 OLD MILFORD MILL RD  
BALTIMORE, MD 21208

Please direct any billing questions to our branch office.  
Phone: 410-265-6677  
Fax: 410-944-7361

INVOICE #: 5461353448  
JOB #: 546.09.01.372

ATTN: SKIP JOYNER  
Erickson Corporate-Charlestown

Invoice for Contracted Landscape Maintenance.  
Please tear off and return the lower portion of this invoice with your payment.

Payment for October, 10 of 12

|               |                   |
|---------------|-------------------|
| Due:          | October 1, 2009   |
| NonTaxable:   | 1,415.00          |
| Taxable:      | 0.00              |
| Tax:          | 0.00              |
| <b>TOTAL:</b> | <b>\$1,415.00</b> |

Please retain this portion for your records.

Please include this portion with your remittance.  
Please send payment to:

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ATTN: SKIP JOYNER  
Erickson Corporate-Charlestown  
ERICKSON INC  
MAIL STOP 101 PO BOX 310  
ATTN: 10190179-MD1  
LINTHICUM, MD 21090-3910

|               |                      |
|---------------|----------------------|
| Due:          | October 1, 2009      |
| Cust #:       | ERICK CO             |
| Invoice #:    | 5461353448           |
| Job #:        | 546.09.01.372        |
|               | Erickson Corporate-C |
| <b>TOTAL:</b> | <b>\$1,415.00</b>    |



Maryland • New Jersey • Massachusetts • Michigan • Virginia

CHANGE ORDER REQUEST

CO # Landscaping1

Date: November 3, 2008

Requested By: Brickman Group, LTD

Project: Landscaping for Corporate Facilities

Amount: NTE \$648.00 per year

Explanation: Increase in service fees  
Per Contract Renewal dated 10/13/08 (3 Pages)

Approved By: *Stacey Aikman*  
 Stacey Aikman  
 Assistant Property Manager  
 Erickson Retirement Communities

Date: 11.4.08

*MARGARET SUIT  
410-402-2422*

10/13/2008

# BRICKMAN

*Enhancing the American Landscape Since 1939*

## Erickson Corporate Offices-Charlestown

### 2009 Landscape Management

#### Base Services

| <u>Description</u>   | <u>Qty</u>   | <u>Amt</u>          |
|--|--------------|---------------------|
| <b>Turf Maintenance</b>  |              |                     |
| Mowing and Trimming  | 26           | \$ 5,300.00         |
| Edge Curbs and Walks   | 13           | \$ 338.00           |
| Fertilizer & Weed Control-Early Spring                         | 1            | \$ 437.00           |
| Fertilizer & Weed Control-Late Spring                          | 1            | \$ 300.00           |
| Fertilizer & Weed Control-Fall                                 | 1            | \$ 300.00           |
| Fertilizer-Late Fall   | 1            | \$ 250.00           |
| Overseed Turf (Slit seed)                                      | 1            | \$ 1,277.00         |
| Aerate & Overseed Turf   | 1            | \$ 501.00           |
| <b>Tree and Shrub Maintenance</b>                              |              |                     |
| Shrub Pruning  | As Necessary | \$ 765.00           |
| Bed Weed Control   | As Necessary | \$ 466.00           |
| Trim Ornamental Trees  | 1            | \$ 220.00           |
| Perennial Care   | 1            | \$ 121.00           |
| Plant Health Care of Trees and Shrubs (Monitoring and Control) | 10           | \$ 526.00           |
| Spray Trees Dormant Oil  | 1            | \$ 118.00           |
| Root Fertilize Trees   | 1            | \$ 258.00           |
| <b>Seasonal Maintenance</b>                                    |              |                     |
| Spring Clean-Up  | 1            | \$ 307.00           |
| Weed Control Cracks and Curbs                                  | As Necessary | \$ 233.00           |
| Leaf Removal   | 3            | \$ 1,382.00         |
| Fertilize and Pre-Emerge Beds                                  | 1            | \$ 92.00            |
| Edge Beds and Tree Rings                                       | 1            | \$ 890.00           |
| Mulch Application (Spring)                                     | 1            | \$ 1,633.00         |
| Dormant Shrub Pruning  | 1            | \$ 599.00           |
| Plant Annuals  | 1            | \$ 293.00           |
| Plant Pansies  | 1            | \$ 263.00           |
| Plant Tulips   | 1            | \$ 111.00           |
| <b>Total Base Services</b>                                     |              | <b>\$ 16,980.00</b> |

Total amount payable in twelve (12) equal installments of One Thousand Four Hundred Fifteen and 00/100th's Dollars ( \$1,415.00 ) starting January 1, 2009 and monthly thereafter.

If at any time, Erickson Corporate Offices feels that The Brickman Group, Ltd. is not performing to the standards set forth in this agreement, they may cancel the contract with a thirty- (30) day written notice.



## Erickson Corporate Offices-Charlestown

### Landscape Maintenance Contract Renewal

To assure the continuity of the quality landscape maintenance services you have come to expect at **Erickson Corporate, Brickman** would like the opportunity to renew the grounds maintenance contract. Terms shall remain as stated in the contract previously executed by both parties. We can offer a one-year renewal (*OPTION 1*), or if you prefer, a three-year plan (*OPTION 2*) is available which would assure the continuity of quality and service and better suit your budget needs.

OPTION 1:

For 2009 **Brickman** would like to extend the landscape maintenance contract for **Erickson Corporate Offices**. This proposal shall provide the grounds maintenance services for the 2009 season: January 1, 2009 to December 31, 2009.

|      |                         |            |           |
|------|-------------------------|------------|-----------|
| 2009 | Contract Year . . . . . | \$         | 16,980.00 |
|      | Monthly payment         | \$1,415.00 |           |

Total amount payable in twelve (12) equal installments of One Thousand Four Hundred Fifteen and 00/100 (\$1,415.00) beginning January 1, 2009.

OPTION 2:

**Brickman** would like to enter a multi-year landscape maintenance contract with **Erickson Corporate Offices**. This proposal shall provide grounds maintenance services for the 2009, 2010 and 2011 seasons; January 1, 2009 to December 31, 2011.

|      |                         |            |           |
|------|-------------------------|------------|-----------|
| 2009 | Contract Year . . . . . | \$         | 16,980.00 |
|      | Monthly payment         | \$1,415.00 |           |

|      |                         |            |           |
|------|-------------------------|------------|-----------|
| 2010 | Contract Year . . . . . | \$         | 17,148.00 |
|      | Monthly payment         | \$1,429.00 |           |

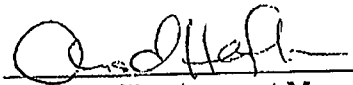
|      |                         |            |           |
|------|-------------------------|------------|-----------|
| 2011 | Contract Year . . . . . | \$         | 17,661.00 |
|      | Monthly payment         | \$1,471.75 |           |

A service charge of one and one-half percent (1½%) per month will be added to all balances not paid within thirty (30) days of invoice. This represents an annual rate of eighteen percent (18%). Should it become necessary for **Brickman** to pursue collections of outstanding invoices, **Erickson** agrees to pay attorney's fees, court costs, interest and all expenses in said collections.

A coupon booklet will be provided with twelve (12) monthly installments. Each coupon will be your monthly invoice, which is due and payable on the first of each month. There will be no additional contract bills sent.

If at any time, **Erickson** feels that **Brickman** is not performing to the standards set forth in this agreement, they may cancel the contract with a thirty (30) day written notice.

Your signature affixed to the duplicate copy of this proposal shall constitute a contract between us.

  
Chad Heflin, Account Manager

10-13-08  
Date

*I have read the foregoing proposal, including terms of payment and hereby accept it.*

OPTION CHOICE: \_\_\_\_\_ one-year \_\_\_\_\_ multi-year

ACCEPTED: \_\_\_\_\_

PLEASE PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Billing Information:

PERSON: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_



THE BRICKMAN GROUP LTD. LLC  
 4321 OLD MILFORD MILL RD  
 BALTIMORE, MD 21208

Customer: ERICKSON RETIREMENT COMMUNITIE

Invoice #: 5462790667

Job Name: Erickson Corporate-Charlestown

Job# / CC: 546.09.02.372 / 001

Please direct billing questions to our branch office.  
 Phone: 410-265-6677 Fax: 410-944-7361

**remove large dead spruce**

FLUSH CUT SPRUCE AND REMOVE ALL DEBRIS  
 GRIND STUMP  
 APPLY TOPSOIL, SEED AND PENN MULCH

For Work Completed 9/22/2009

Please retain this portion for your records.

***Due Upon Receipt***

|               |                    |
|---------------|--------------------|
| Invoice Date: | September 22, 2009 |
| NonTaxable:   | 1,150.00           |
| Taxable:      | 0.00               |
| Tax:          | 0.00               |
| <b>TOTAL:</b> | <b>\$1,150.00</b>  |

Please include this portion with your remittance.

Please tear here.

THE BRICKMAN GROUP LTD LLC  
 3630 SOLUTIONS CENTER  
 CHICAGO, IL 60677-3006

Erickson Corporate-Charlestown  
 ERICKSON RETIREMENT COMMUNITIE  
 Mail Stop 603 PO Box 310  
 Linthicum, Md 21090-0310

|               |                    |
|---------------|--------------------|
| Invoice Date: | September 22, 2009 |
| Cust #:       | ERIC CO            |
| Invoice #:    | 5462790667         |
| Job #:        | 546.09.02.372      |
| Cost Code:    | 001                |
| <b>TOTAL:</b> | <b>\$1,150.00</b>  |



GIVE COPY TO CHAR

7

Brickman

Tree and Stump Removal

JOB # 546-09-02-372

Erickson Community

Job Name:  
Job Address:  
Directions:

COST CODE: # 001

Location: Species: Scope: Price:

Parking lot main office Spruce Flush cut dead Spruce and remove all debris. \$1,150.00

Grind stump of the above tree and remove debris. Apply topsoil, grass seed, and penn mulch to the area. ~~-\$496.00~~

Total: \$1,500.00 ~~\$1,596.00~~

Accepted

Title

Date

Prepared by: Dan Cannaday, ISA Certified Arborist # MA-4705A

P.O. # ERC0581EFM

**Erickson Retirement Communities**  
**701 Maiden Choice Lane**  
**Baltimore, MD 21228**  
**410-242-2880**

**Purchase Order**  
**ERC0581EFM**

Show this Purchase Order Number on all  
 correspondence, invoices, packing slips & pac

**Date:** 8/27/2009

**Vendor:**  
 Brickman  
 4321 A Old Milford Mill Road  
 Pikesville, Maryland 21208  
 410-265-6677  
 410-602-0688

**Ship To:**  
 Erickson Retirement Communities  
 701 Maiden Choice Lane  
 Catonsville, MD 21228

**Bill To:**  
 Erickson Retirement Communities  
 Mail Stop 101 - PO Box 310  
 Linthicum, Maryland 21090  
 Attn: 10190179


| Req. Date | Requisitioner | Quote # | Ship Via | Delivery Date | B/O D |
|-----------|---------------|---------|----------|---------------|-------|
|           | Rick Mikulski |         |          |               |       |

| Qty | U/M  | Part # | Item Description | Unit Price | Total      | Qty Rec'd |
|-----|------|--------|------------------|------------|------------|-----------|
| 1   | each |        |                  | 1150.00    | \$1,150.00 |           |
|     |      |        |                  |            |            |           |
|     |      |        |                  |            |            |           |
|     |      |        |                  |            |            |           |
|     |      |        |                  |            |            |           |
|     |      |        |                  |            |            |           |
|     |      |        |                  |            |            |           |

**Total:** \$1,150.00

Acct. # 10190100.51100

\*Notes: ERC0581EFM - 703/705 Maiden Choice Lane - flush cut dead space and remove all debris.

  
 Purchasing Authority  
 Terms & conditions provided upon request

8/27/09  
 Date