

ORIGINAL

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

PROOF OF CLAIM

Name of Debtor: Columbus Campus LLC

Case Number: 09-37019

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): Roehrenbeck Electric Inc

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

Name and address where notices should be sent:

20835749003985 ROEHNBECK ELECTRIC INC 2525 ENGLISH ROAD COLUMBUS, OH 43207

RECEIVED FEB 23 2010 BMC GROUP

Court Claim Number: (If known)

Filed on:

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

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Telephone number: 614-443-9709

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

1. Amount of Claim as of Date Case Filed: \$ 378,820.00

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.

2. Basis for Claim: improvements to property mechanics lien

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

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

3a. Debtor may have scheduled account as:

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).

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: X Real Estate Motor Vehicle Other

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

Value of Property: \$ UNKNOWN Annual Interest Rate %

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).

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

if any: \$ Basis for perfection: mechanics lien

Amount of Secured Claim: \$ 378,820.00 Amount Unsecured: \$

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

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

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

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.)

Amount entitled to priority:

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

Available: correct summary, billing statements, interest summary, mechanics lien, original notice of commencement

If the documents are not available, please explain:

*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.

Date: 2/22/10

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



00991

Ridal Roehrenbeck for Roehrenbeck Electric Inc, President

Contract Summary

Erickson Hickory Chase - Columbus Campus LLC

Job #	Name/contract #	Description	Original contract amount	Total approved change orders	Current contract amount	Payment due	Interest to 2-28-2010	Payment due with interest
C1427	Braun/28-001-029	CB1 Electric	958,915	231,859	1,190,774	222,991	12,724	235,715
C1428	Braun/28-007-030	CB1 Generator	100,889	0	100,889	5,523	272	5,795
C1431	Braun/28-106-007	Pumphouse	103,395	8,579	111,974	5,599	267	5,866
C1432	Braun/28-107-009	Gatehouse	13,530	0	13,530	6,804	404	7,208
WO #1191	Braun / PO #27-007-024	Light poles	64,665	0	64,665	3,233	154	3,387
C1408	JM Olson/27-007-011	Utility conduit work	385,325	51,363	436,688	34,864	1,831	36,695
C1420	JM Olson/27-007-013	Pond equipment wiring	169,053	27,478	196,531	45,654	2,567	48,221
C1421	JM Olson/27-007-012	Outdoor lighting	435,496	-8,056	427,440	34,133	1,799	35,932
Total			2,231,268	311,223	2,542,491	358,803	20,017	378,820

ORIGINAL Statement

Roehrenbeck Electric, Inc.
 2525 English Road
 Columbus, OH 43207

Date
1/31/2010

To:
Braun Construction Group, Inc. 39395 W. 12 Mile Road, Suite 100 Farmington Hills, MI 48331

		Amount Due	Amount Enc.		
		\$222,991.09			
Date	Transaction	Amount	Balance		
03/18/2009	Community Bldg 1.0/Hickory Chase - C1427- INV #2431. Due 03/18/2009. Orig. Amount \$59,568.01. APP #7	59,568.01	59,568.01		
04/20/2009	INV #2478. Due 04/20/2009. Orig. Amount \$59,010.74. Contract with approved change orders	59,010.74	118,578.75		
05/11/2009	INV #2544. Due 06/02/2009. Orig. Amount \$45,811.96. Contract with approved change orders	45,811.96	164,390.71		
06/24/2009	INV #2568. Due 07/24/2009. Orig. Amount \$58,600.38. RETAINAGE	58,600.38	222,991.09		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	0.00	0.00	0.00	222,991.09	\$222,991.09

Roehrenbeck Electric, Inc.
 2525 English Road
 Columbus, OH 43207

Statement

Date
1/31/2010

To:
Braun Construction Group, Inc. 39395 W. 12 Mile Road, Suite 100 Farmington Hills, MI 48331

		Amount Due	Amount Enc.		
		\$5,523.27			
Date	Transaction	Amount	Balance		
03/18/2009	Comm. Bldg Generator/Hickory Chse - C1428-				
06/24/2009	INV #2425. Due 04/17/2009. Orig. Amount \$478.80. APP #8	478.80	478.80		
	INV #2569. Due 07/24/2009. Orig. Amount \$5,044.47. RETAINAGE	5,044.47	5,523.27		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	0.00	0.00	0.00	5,523.27	\$5,523.27

Roehrenbeck Electric, Inc.
 2525 English Road
 Columbus, OH 43207

Statement

Date
1/31/2010

To:
Braun Construction Group, Inc. 39395 W. 12 Mile Road, Suite 100 Farmington Hills, MI 48331

		Amount Due	Amount Enc.		
		\$5,598.70			
Date	Transaction	Amount	Balance		
03/05/2009	Pump House @ Hickory Chase - C1431-				
06/24/2009	PMT #2319. INV #2337 INV #2571. Due 07/24/2009. Orig. Amount \$5,598.71. RETAINAGE	-0.01 5,598.71	-0.01 5,598.70		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	0.00	0.00	0.00	5,598.70	\$5,598.70

Roehrenbeck Electric, Inc.
 2525 English Road
 Columbus, OH 43207

Statement

Date
1/31/2010

To:
Braun Construction Group, Inc. 39395 W. 12 Mile Road, Suite 100 Farmington Hills, MI 48331

		Amount Due	Amount Enc.		
		\$6,804.30			
Date	Transaction	Amount	Balance		
03/18/2009	Gate House @ Hickory Chase - C1432- INV #2427. Due 04/17/2009. Orig. Amount \$1,755.65. APP #6	1,755.65	1,755.65		
04/20/2009	INV #2479. Due 05/20/2009. Orig. Amount \$3,284.25. Contract with approved change orders	3,284.25	5,039.90		
05/15/2009	INV #2517. Due 06/14/2009. Orig. Amount \$1,132.15. Contract with approved change orders	1,132.15	6,172.05		
06/24/2009	INV #2570. Due 07/24/2009. Orig. Amount \$632.25. RETAINAGE	632.25	6,804.30		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	0.00	0.00	0.00	6,804.30	\$6,804.30

Roehrenbeck Electric, Inc.
 2525 English Road
 Columbus, OH 43207

Statement

Date
1/31/2010

To:
Braun Construction Group, Inc. 39395 W. 12 Mile Road, Suite 100 Farmington Hills, MI 48331

		Amount Due	Amount Enc.		
		\$3,233.25			
Date	Transaction	Amount	Balance		
06/24/2009	WO #1191- Furnish site light poles- INV #2567. Due 07/24/2009. Orig. Amount \$3,233.25. RETAINAGE #1	3,233.25	3,233.25		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	0.00	0.00	0.00	3,233.25	\$3,233.25

Roehrenbeck Electric, Inc.

2525 English Road
Columbus, OH 43207

Statement

Date
1/31/2010

To:
JM Olson Corporation 26210 Harper Avenue St. Clair Shores, MI 48081

		Amount Due	Amount Enc.		
		\$34,864.47			
Date	Transaction	Amount	Balance		
03/18/2009	Erikson Hickory Chase:Hickory Chase Ph 1 - C1408 - Utility/Temp- INV #2430. Due 04/17/2009. Orig. Amount \$4,310.62. APP #12	4,310.56	4,310.56		
04/20/2009	INV #2484. Due 05/20/2009. Orig. Amount \$5,412.86. Contract with approved change orders	5,412.86	9,723.42		
05/15/2009	INV #2518. Due 06/14/2009. Orig. Amount \$4,051.80. Contract with approved change orders	4,051.80	13,775.22		
06/24/2009	INV #2572. Due 06/24/2009. Orig. Amount \$21,089.25. RETAINAGE	21,089.25	34,864.47		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	0.00	0.00	0.00	34,864.47	\$34,864.47

Roehrenbeck Electric, Inc.
 2525 English Road
 Columbus, OH 43207

Statement

Date
1/31/2010

To:
JM Olson Corporation 26210 Harper Avenue St. Clair Shores, MI 48081

		Amount Due	Amount Enc.		
		\$45,654.29			
Date	Transaction	Amount	Balance		
03/18/2009	Erikson Hickory Chase:Hickory Chase Ph 1 - C1420 - Maint/Ponds- INV #2428. Due 04/17/2009. Orig. Amount \$387.60. APP #11	387.59	387.59		
04/20/2009	INV #2485. Due 05/20/2009. Orig. Amount \$26,929.65. Contract with approved change orders	26,929.65	27,317.24		
05/11/2009	INV #2545. Due 06/10/2009. Orig. Amount \$9,044.95. Contract with approved change orders	9,044.95	36,362.19		
06/24/2009	INV #2573. Due 06/24/2009. Orig. Amount \$9,292.10. RETAINAGE	9,292.10	45,654.29		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	0.00	0.00	0.00	45,654.29	\$45,654.29

Roehrenbeck Electric, Inc.
 2525 English Road
 Columbus, OH 43207

Statement

Date
1/31/2010

To:
JM Olson Corporation 26210 Harper Avenue St. Clair Shores, MI 48081

		Amount Due	Amount Enc.		
		\$34,133.48			
Date	Transaction	Amount	Balance		
03/05/2009	Erikson Hickory Chase:Hickory Chase Ph 1 - C1421 - Light.CB1RB1-PMT #2284. INV #2339	-0.12	-0.12		
03/18/2009	INV #2429. Due 04/17/2009. Orig. Amount \$4,398.90. APP #9	4,398.90	4,398.78		
04/20/2009	INV #2486. Due 05/20/2009. Orig. Amount \$5,607.92. Contract with approved change orders	5,607.92	10,006.70		
05/15/2009	INV #2520. Due 06/14/2009. Orig. Amount \$3,738.61. Contract with approved change orders	3,738.61	13,745.31		
06/24/2009	INV #2574. Due 06/24/2009. Orig. Amount \$20,388.17. RETAINAGE	20,388.17	34,133.48		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	0.00	0.00	0.00	34,133.48	\$34,133.48

Invoice and Interest Summary

Erickson Hickory Chase - Columbus Campus LLC

C1427

Braun / 28-001-029 CB1 Electric	Invoice Amount	Interest	Balance
Invoice 03/20/09	59,568		59,568
Invoice 4/20/09	59,011		118,579
Interest - 4/30/09		348	118,927
Invoice 5/11/09	45,812		164,738
Interest - 05/31/09		694	165,433
Retainage 6/24/09	58,600		224,033
Interest - 06/30/09		965	224,998
Interest - 07/31/09		1,312	226,310
Interest - 08/31/09		1,320	227,631
Interest - 09/30/09		1,328	228,958
Interest - 10/31/09		1,336	230,294
Interest - 11/30/09		1,343	231,637
Interest - 12/31/09		1,351	232,989
Interest - 01/31/10		1,359	234,348
Interest - 02/28/10		1,367	235,715
TOTAL	222,991	12,724	235,715

C1428

Braun / 28-007-030 CB1 Generator	Invoice Amount	Interest	Balance
Invoice 03/20/09	479		479
Interest - 4/30/09		3	482
Interest - 5/31/09		3	484
Retainage 6/24/09	5,044		5,529
Interest - 6/30/09		3	5,532
Interest - 07/31/09		32	5,564
Interest - 08/31/09		32	5,596
Interest - 09/30/09		33	5,629
Interest - 10/31/09		33	5,662
Interest - 11/30/09		33	5,695
Interest - 12/31/09		33	5,728
Interest - 01/31/10		33	5,762
Interest - 02/28/10		34	5,795
TOTAL	5,523	272	5,795

C1431

Braun / 28-106-007 Pumphouse	Invoice Amount	Interest	Balance
Retainage 6/24/09	5,599		5,599
Interest - 07/31/09		33	5,631
Interest - 08/31/09		33	5,664
Interest - 09/30/09		33	5,697
Interest - 10/31/09		33	5,730
Interest - 11/30/09		33	5,764
Interest - 12/31/09		34	5,798
Interest - 01/31/10		34	5,831
Interest - 02/28/10		34	5,865
TOTAL	5,599	267	5,865

C1432

Braun / 28-107-009 Gatehouse	Invoice Amount	Interest	Balance
Invoice 3/20/09	1,756		1,756
Invoice 04/20/09	3,284		5,040
Interest - 4/30/09		10	5,050
Invoice 5/11/09	1,132		6,182
Interest - 05/31/09		29	6,212
Retainage 6/24/09	632		6,844
Interest - 06/30/09		36	6,880
Interest - 07/31/09		40	6,920
Interest - 08/31/09		40	6,961
Interest - 09/30/09		41	7,001
Interest - 10/31/09		41	7,042
Interest - 11/30/09		41	7,083
Interest - 12/31/09		41	7,125
Interest - 01/31/10		42	7,166
Interest - 02/28/10		42	7,208
TOTAL	6,804	404	7,208

WO #1191**Braun / PO #27-007-024 Light**

	Invoice Amount	Interest	Balance
poles			
Retainage 6/24/09	3,233		3,233
Interest - 07/31/09		19	3,252
Interest - 08/31/09		19	3,271
Interest - 09/30/09		19	3,290
Interest - 10/31/09		19	3,309
Interest - 11/30/09		19	3,329
Interest - 12/31/09		19	3,348
Interest - 01/31/10		20	3,368
Interest - 02/28/10		20	3,387
TOTAL	3,233	154	3,387

C1408**JM Olson / 27-007-011 Utility**

	Invoice Amount	Interest	Balance
conduits			
Invoice 3/20/09	4,311		4,311
Invoice 04/20/09	5,413		9,723
Interest - 4/30/09		25	9,749
Invoice 5/11/09	4,052		13,800
Interest - 05/31/09		57	13,857
Retainage 6/24/09	21,089		34,946
Interest - 06/30/09		81	35,027
Interest - 07/31/09		204	35,232
Interest - 08/31/09		206	35,437
Interest - 09/30/09		207	35,644
Interest - 10/31/09		208	35,852
Interest - 11/30/09		209	36,061
Interest - 12/31/09		210	36,271
Interest - 01/31/10		212	36,483
Interest - 02/28/10		213	36,696
TOTAL	34,864	1,831	36,696

C1420**JM Olson / 27-007-013 Pond**

	Invoice Amount	Interest	Balance
equipment wiring			
Invoice 3/20/09	388		388
Invoice 04/20/09	26,930		27,317
Interest - 4/30/09		2	27,320
Invoice 5/11/09	9,045		36,364
Interest - 05/31/09		159	36,524
Retainage 6/24/09	9,292		45,816
Interest - 06/30/09		213	46,029
Interest - 07/31/09		269	46,297
Interest - 08/31/09		270	46,568
Interest - 09/30/09		272	46,839
Interest - 10/31/09		273	47,112
Interest - 11/30/09		275	47,387
Interest - 12/31/09		276	47,664
Interest - 01/31/10		278	47,942
Interest - 02/28/10		280	48,221
TOTAL	45,654	2,567	48,221

C1421**JM Olson / 27-007-012 Outdoor**

	Invoice Amount	Interest	Balance
lighting			
Invoice 3/20/09	4,399		4,399
Invoice 04/20/09	5,608		10,007
Interest - 4/30/09		26	10,032
Invoice 5/11/09	3,739		13,771
Interest - 05/31/09		59	13,829
Retainage 6/24/09	20,388		34,218
Interest - 06/30/09		81	34,298
Interest - 07/31/09		200	34,498
Interest - 08/31/09		201	34,700
Interest - 09/30/09		202	34,902
Interest - 10/31/09		204	35,106
Interest - 11/30/09		205	35,310
Interest - 12/31/09		206	35,516
Interest - 01/31/10		207	35,724
Interest - 02/28/10		208	35,932
TOTAL	34,133	1,799	35,932

Total all contracts	358,803	20,017	378,820
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ORIGINAL



200907100101290
Pg# 6 \$60.00 T20090038309
07/10/2009 3:11PM MEPW BLAIR LE
Robert G. Montgomery
Franklin County Recorder

**AFFIDAVIT FOR MECHANICS' LIEN
(O.R.C. § 1311.06)**

STATE OF OHIO)
)
) SS:
COUNTY OF FRANKLIN)

The undersigned, Rick Roehrenbeck, after being first duly sworn, says that he is the owner of and duly authorized agent of Roehrenbeck Electric, Inc. ("Roehrenbeck") whose address is 2525 English Road, Columbus, Ohio 43207 and that Roehrenbeck furnished certain material or performed certain labor or work in furtherance of improvements located on the land hereinafter described, pursuant to certain contracts with J.M. Olson Corporation, whose address is 26210 Harper Avenue, St. Clair Shore, Michigan, 48081 and pursuant to certain other contracts with Braun Construction Group, Inc., whose address is 39395 W. 12 Mile Road, Suite 100, Farmington Hills, Michigan, 48331. The first of said labor was performed and/or material furnished on the 6th day of February, 2008. The last of the labor performed and/or materials furnished was on the 11th day of May, 2009, and there is justly and truly due Roehrenbeck from J.M. Olson Corporation, over and above all legal set-offs, the sum of Three Hundred Fifty Eight Thousand Eight Hundred Three and No/100 Dollars (\$358,803.00), for which amount Roehrenbeck claims a lien upon the property and improvements thereto, of which Columbus Campus, LLC, a Maryland Limited Liability Company, is or was the owner of the property and of which Hickory Chase, Inc., a Maryland nonstock corporation, may have or claim to have an interest in all or part of the property and improvements discussed herein as lessee of said property. Said property and improvements are more particularly described as follows:

(See Exhibits A and B attached hereto and made a part hereof by reference)


Said project is commonly known as Hickory Chase Retirement Community, located off of Leap Road in Hilliard, Ohio and is the same project that is identified in the Notice of Commencement recorded as Instrument No. 200803100036138 on March 10, 2008 and subsequently amended by Instrument No. 200809160139391 recorded on September 16, 2008 both in the Official Records of the office of the Franklin County Recorder, Franklin County, Ohio, but which do not describe all the property included in said project. The property involved includes two parcels of land which are identified by the Franklin County Auditor, Parcel Number 05-010752-00 which is not described in either the

Original Notice of Commencement or the Amended Notice of Commencement, containing 8.528 acres more or less and Parcel Number 050-010749-00 containing 77.019 acres more or less which is included in the Original Notice of Commencement and referred to as being unchanged in the Amendment.

Scribner's note: The Hickory Chase Retirement Community Project has one Notice of Commencement for the entire project, which has been amended to reflect a change in the original contractor. The original contractor named in the original Notice of Commencement is J.M. Olson Corporation and the original contractor named in the Amended Notice of Commencement is Braun Construction Group, Inc. Several separate contracts have been issued by J.M. Olson Corporation and by Braun Construction Group, Inc. to Roehrenbeck Electric, Inc. for various parts of the work. Roehrenbeck has filed liens for each of the contracts and this lien that covers all the labor and material Roehrenbeck has provided to the project. This Affidavit of Lien includes all of the work and materials provided by this lien claimant pursuant to certain contracts entered into between Roehrenbeck and J.M Olson Corporation and certain other contracts with Braun Construction Group, Inc. It is not intended to be duplicative, but is being filed in order to avoid arguments as to whether the lien claimant should have filed one lien for all the labor and materials or separate liens for each contract.

Roehrenbeck Electric, Inc.
2525 English Road
Columbus, Ohio 43207

By:


Rick Roehrenbeck

Sworn to and subscribed before me
this 10 day of July, 2009.



BRENDA M. BLANKENSHIP
NOTARY PUBLIC
STATE OF OHIO
My Comm. Expires
January 20, 2010

Brenda M Blankenship
Notary Public

My Commission Expires: Jan 20 2010

EXHIBIT A

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° 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 Ansam Limited Partnership by of record in Official Record 32225 G17, to an iron pin set;

Thence South 05° 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 as 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 333.83 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° 52' 05" East, a distance of 53.85 feet, to iron pin set;

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

South 45° 28' 15" East, a distance of 33.85 feet, to iron pin set;

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

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

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

South 76° 07' 35" West, a distance of 82.51 feet, to an iron pin set;

South 70° 49' 24" West, a distance of 286.15 feet, to an iron pin set;

South 68° 02' 13" West, a distance of 159.38 feet, to an iron pin set;

South 82° 20' 53" West, a distance of 300.01 feet, to an iron pin set;

South 76° 34' 35" West, a distance of 307.14 feet, to an iron pin set;

South 82° 47' 36" West, a distance of 138.56 feet, to an iron pin set;

North 79° 56' 50" West, a distance of 85.56 feet, to an iron pin set;

North 71° 18' 50" West, a distance of 150.01 feet, to an iron pin set;

North 65° 38' 53" West, a distance of 208.41 feet, to an iron pin set;

North 57° 48' 25" West, a distance of 129.32 feet, to an iron pin set;

North 59° 01' 48" West, a distance of 170.38 feet, to an iron pin set;

North 67° 18' 16" West, a distance of 57.59 feet, to an iron pin set;

North 80° 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° 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° 09' 10", a radius of 600.00 feet, an arch length of 273.87 feet, and a chord which bears North 10° 33' 33" West, a chord distance of 271.50 feet, to an iron pin set;

North 23° 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° 37' 07" West, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

0-061-2
ALL OF
(050)
010749

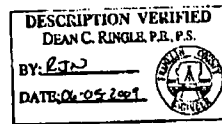


EXHIBIT B
8.528 ACRES

Situated in the State of Ohio, County of Franklin, City of Hilliard, tying in Virginia Military Survey Number 4854, Virginia Military District, being 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 Geodetic Survey Monument Number 0005 RESET found at the centerline intersection Leap Road (variable width) and Davidson Road (variable width);

thence South 23° 37' 07" East, a distance of 614.75 feet, with the centerline of said Leap Road, to a magnetic nail set at the common corner of said 45.957 acre tract and the remainder of the original Tract Three as conveyed to Wolpert Enterprises, Limited by deed of record in Instrument Number 20020408008414;

thence North 84° 08' 15" East, a distance of 52.50 feet, across the right-of-way of said Leap Road and with the line common to said 45.957 acre tract and the remainder of said original Tract Three, to an iron pin set, the TRUE POINT OF BEGINNING;

thence North 84° 08' 15" East, a distance of 767.02 feet, continuing with said common line, to an iron pin set;

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

South 23° 37' 07" East, a distance of 384.33 feet, to an iron pin set on a curve;

With said curve, to the right, having a central angle of 09° 08' 20", a radius of 1099.00 feet, an arc length of 175.29 feet, and a chord bearing South 60° 37' 51" West, a chord distance of 175.11 feet, to an iron pin set at a point of tangency;

South 68° 44' 53" West, a distance of 556.74 feet, to an iron pin set;

North 23° 37' 07" West, a distance of 612.80 feet, to the TRUE POINT OF BEGINNING, containing 8.528 acres, more or less;

Subject, however, to all legal rights-of-ways 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 (1984 Adjustment). Control for bearings was from coordinates of monuments FCGS 0005 RESET and FCGS 0006, having a bearing of North 23° 37' 07" West, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

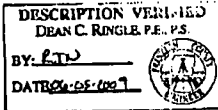
Page 6 of 6 Pages

0-061-C

ALL OF

(OSD)

010752



ORIGINAL


200803100036138
Pgs: 5 \$52.00 T20080016387
03/10/2008 10:18AM MLGARRETT T P
Robert G. Montgomery
Franklin County Recorder

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

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

RECEIVED
JUL 21 2008

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:

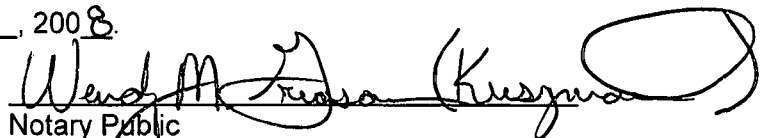
STATE OF OHIO, COUNTY OF FRANKLIN, SS:

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 - _____

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

My Commission Expires: 2-20-2011


Notary Public



WENDY M. (KUSZMAUL) 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 RESET 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° 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 angel 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 53.85 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° 02' 00", a radius of 1370.00 feet, an arc length of 24.71 feet, and a chord which bears South 15° 06' 46" East, a chord distance of 24.71 feet, to an iron pin set;

South 76° 07' 35" West, a distance of 82.51 feet, to an iron pin set;

South 70° 47' 24" West, a distance of 286.15 feet, to an iron pin set;

South 68° 02' 13" West, a distance of 159.38 feet, to an iron pin set;

South 82° 20' 53" West, a distance of 300.01 feet, to an iron pin set;

South 76° 34' 35" West, a distance of 307.14 feet, to an iron pin set;

South 82° 47' 36" West, a distance of 138.56 feet, to an iron pin set;

North 79° 56' 50" West, a distance of 85.56 feet, to an iron pin set;

North 71° 18' 50" West, a distance of 150.01 feet, to an iron pin set;

North 65° 38' 53" West, a distance of 208.41 feet, to an iron pin set;

North 57° 48' 25" West, a distance of 129.32 feet, to an iron pin set;

North 59° 01' 48" West, a distance of 170.38 feet, to an iron pin set;

North 67° 18' 16" West, a distance of 57.59 feet, to an iron pin set;

North 80° 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° 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° 09' 10", a radius of 600.00 feet, an arc length of 273.87 feet, and a chord which bears North 10° 32' 33" West, a chord distance of 271.50 feet, to an iron pin set;

North 23° 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° 37' 07" West, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.



EVANS, MECHWART, HAMBLETON, & TILTON, INC.

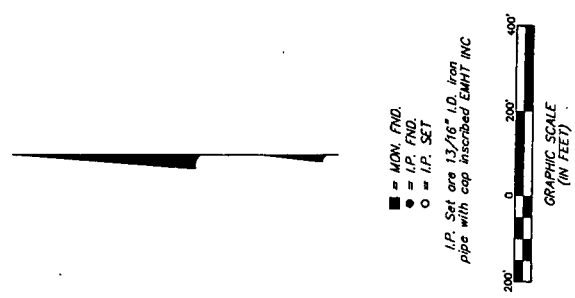
Heather L. King 5/31/07
Heather L. King Date
Professional Surveyor No. 8307

HLK/29May07
77_019 ac 62116

Close OK
PRELIMINARY APPROVAL
FRANKLIN COUNTY ENGINEERING DEPT.
DATE: 5/31/07 BY: [Signature]

Approved, No Plat Required
City of Hilliard
City Engineer
By: [Signature] Date: 5/16/07

SURVEY OF ACREAGE PARCEL VIRGINIA MILITARY SURVEY NOS. 3000 AND 4854 CITY OF HILLIARD, FRANKLIN COUNTY, OHIO



- MON. FND.
- I.P. FND.
- I.P. SET

I.P. Set are 1/2" I.D. iron pipe with cap inscribed EMHT INC

GRAPHIC SCALE
(IN FEET)

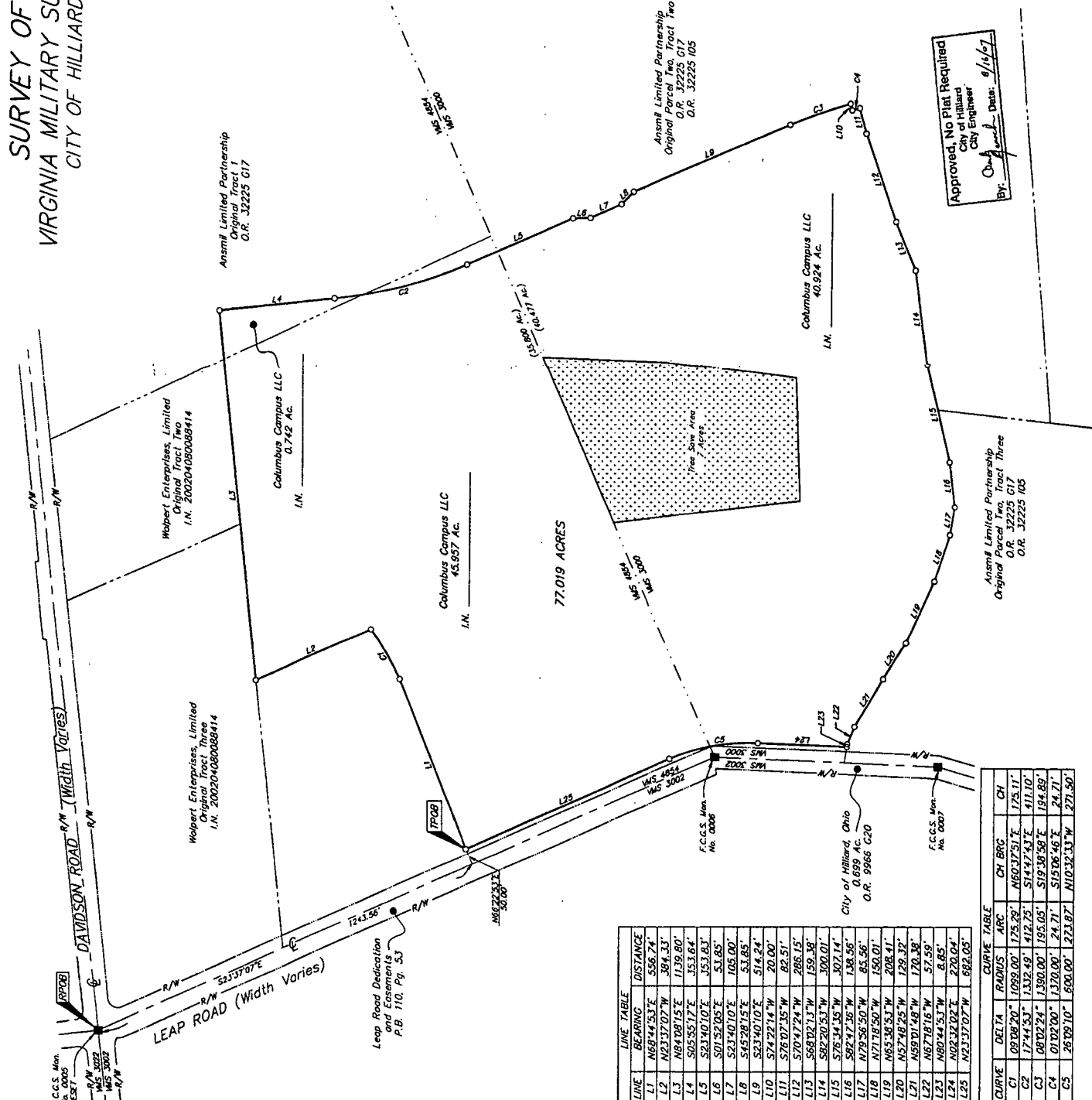
BASIS OF BEARINGS:
Bearings are based on the Ohio State Plane Coordinate System, South Zone as per MA023 (1985 Adjustment). Control for bearings was from coordinates of FCGS 0005 RESET and FCGS 0006, having a bearing of North 23° 37' 07" West, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

NOTE:
This survey was prepared from existing records and an actual field survey was performed in December, 2006.



Heather King
Professional Engineer No. 8307

EMHT	
Eric McEwen, Hamilton & Tibbo, Inc. 1500 New Albany Road, Columbus, OH 43204 Phone: 614.775.0200 Fax: 614.775.0200	
Date: May 31, 2007	Scale: 1" = 200'
Job No: 2006-2716	Sheet: 1 of 1
REVISIONS	
MARK	DATE DESCRIPTION



Approved, No Plat Required
City Engineer
By: *Chad Jones* Date: 6/19/07

LINE	BEARING	DISTANCE
L1	N68°44'53"E	556.74'
L2	N23°37'07"E	384.33'
L3	N84°08'15"E	1139.80'
L4	S05°55'17"E	153.64'
L5	S23°40'10"E	153.83'
L6	S07°52'03"E	53.85'
L7	S23°40'10"E	105.00'
L8	S45°28'15"E	53.85'
L9	S23°40'10"E	514.24'
L10	S74°22'14"W	20.00'
L11	S76°07'35"W	82.51'
L12	S70°47'24"W	286.15'
L13	S68°02'13"W	159.38'
L14	S82°20'53"W	300.01'
L15	S76°34'15"W	307.14'
L16	S82°47'56"W	138.56'
L17	N79°56'50"W	85.85'
L18	N71°38'50"W	180.01'
L19	N65°38'53"W	208.41'
L20	N57°48'25"W	179.32'
L21	N59°01'48"W	170.38'
L22	N67°18'16"W	57.59'
L23	N60°44'53"W	8.85'
L24	N02°32'02"E	270.04'
L25	N23°37'07"W	592.05'

CURVE	DELTA	RADIUS	ARC	CH	BRC	CH
C1	09°08'20"	1099.00'	175.29'	N60°37'51"E	175.11'	
C2	17°44'53"	1332.49'	412.75'	S14°47'43"E	411.10'	
C3	08°02'24"	1390.00'	195.05'	S19°38'58"E	184.89'	
C4	01°02'00"	1370.00'	24.71'	S15°06'46"E	24.71'	
C5	26°09'10"	600.00'	271.87'	N10°32'33"W	271.50'	



2525 English Road
Columbus, OH 43207
Telephone: (614) 443-9709 Fax: (614) 443-9723

February 22, 2010

TRANSMITTAL – via overnight delivery

To: BMC Group, Inc.
Attn: Erickson Retirement Communities, LLC Claims Processing
18750 Lake Drive East
Chanhassen, MN 55317

RE: Erickson Communities, LLC, Lead Case No. 09-37010
Hickory Chase/Columbus Campus, LLC, Case No. 09-37019

Dear Sir or Madam:

Enclosed is an original and one copy of a Proof of Claim we are filing on behalf of Roehrenbeck Electric, Inc., against Erickson – Hickory Chase/Columbus Campus, LLC. Please time-stamp a copy and return to us in the enclosed envelope.

Should you have any questions or concerns, please contact me. Thank you for your assistance in this matter.

Original proof of claim (1 page)
Contract summary (1 page)
Contract billing statement for each contract (8 pages)
Invoice and interest summary (2 pages)
Mechanics lien (6 pages)
Notice of commencement (5 pages)

Respectfully,

A handwritten signature in black ink, appearing to read "Richard Roehrenbeck", is written over a horizontal line.

Richard Roehrenbeck
President
Roehrenbeck Electric, Inc.