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| <b>UNITED STATES BANKRUPTCY COURT</b> <b>Northern District of Texas</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                         | <b>PROOF OF CLAIM</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Name of Debtor:<br><b>ERICKSON RETIREMENT COMMUNITIES, LLC</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                         | Case Number:<br><b>09-37010</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 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):<br><b>Wilmington Trust FSB</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                         | <input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.<br><br>Court Claim Number: _____<br>(If known)<br><br>Filed on: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Name and address where notices should be sent:<br><b>Wilmington Trust FSB</b><br><b>1100 North Market Street, Wilmington, Delaware 19890-1310</b><br><b>Attn: Karl J. Vaillancourt, Vice President</b><br><br>Telephone number:<br><b>(410) 468-3061</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <div style="position: relative; height: 100px;"> <div style="position: absolute; top: 0; right: 0; font-size: 2em; font-weight: bold; color: black;">             FEB 23 2010<br/>BMC GROUP           </div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Name and address where payment should be sent (if different from above):<br><b>PNC Bank, National Association, As Collateral And Administrative Agent</b><br><b>Mail Stop: C3-CA01-19-1, Two Hopkins Plaza, 19th Floor, Baltimore, MD 21201</b><br><b>Attn: Wendy Andrus, Vice President</b><br><br>Telephone number:<br><b>(410) 237-5923</b>                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                         | <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.<br><br><input type="checkbox"/> Check this box if you are the debtor or trustee in this case.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>1. Amount of Claim as of Date Case Filed:</b> \$ <u>5,153,928.90**</u><br><br>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.<br><br>If all or part of your claim is entitled to priority, complete item 5.<br><br><input checked="" 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.                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                         | <b>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.</b><br><br>Specify the priority of the claim.<br><br><input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).<br><br><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).<br><br><input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5).<br><br><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).<br><br><input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8).<br><br><input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(____).<br><br>Amount entitled to priority:<br>\$ _____<br><br><small>*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.</small> |
| <b>2. Basis for Claim:</b> <u>SEE ATTACHED</u><br>(See instruction #2 on reverse side.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>3. Last four digits of any number by which creditor identifies debtor:</b> _____<br><br><b>3a. Debtor may have scheduled account as:</b> _____<br>(See instruction #3a on reverse side.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>4. Secured Claim</b> (See instruction #4 on reverse side.)<br>Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.<br><br>Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other<br>Describe: <u>SEE ATTACHED</u><br><br>Value of Property: \$ _____ Annual Interest Rate _____ %<br><br>Amount of arrearage and other charges as of time case filed included in secured claim,<br>if any: \$ <u>SEE ATTACHED</u> Basis for perfection: <u>SEE ATTACHED</u><br><br>Amount of Secured Claim: \$ <u>5,153,928.90</u> Amount Unsecured: \$ _____ |                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>6. Credits:</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>7. Documents:</b> 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.)<br><u>SEE ATTACHED</u><br>DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.<br><br>If the documents are not available, please explain:                                                                                                |                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Date: <u>2/22/10</u><br><br><b>WILMINGTON TRUST FSB</b><br>By: <b>Karl J. Vaillancourt, Vice President</b><br><u>(302) 651-1018</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 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.<br><br><div style="text-align: center;"> </div> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>FOR COURT USE ONLY</b><br><b>Erickson Ret. Comm. LLC</b><br><br>01001                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

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

**\*\* Post-petition amounts also set forth in the attached Rider.**

## RIDER TO PROOF OF CLAIM

In re Ashburn Campus, LLC, Case No. 09-37018  
In re Erickson Retirement Communities, LLC, Case No. 09-37010  
In re Erickson Construction, LLC, Case No. 09-37016  
In re Erickson Group, LLC, Case No. 09-37015

ASHBURN CAMPUS, LLC ("**Ashburn**"), ERICKSON RETIREMENT COMMUNITIES, LLC ("**ERC**"), ERICKSON CONSTRUCTION, LLC ("**Erickson Construction**"), and ERICKSON GROUP, LLC ("**Erickson Group**") are each indebted to Capmark Bank, Chevy Chase Bank, A Division of Capital One, N.A., Citizens Bank of Pennsylvania, Manufacturers and Traders Trust Company, Manufacturers and Traders Trust Company, Successor by Merger to Provident Bank of Maryland, PNC Bank, National Association, Successor to Mercantile-Safe Deposit and Trust Company, Sandy Spring Bank, TD Bank, National Association, Successor to Commerce Bank, The Bank of Glen Burnie, Wachovia Bank, National Association, Wells Fargo Bank, National Association, and Wilmington Trust FSB, each in its capacity as a Lender (each a "**Lender**" and collectively, "**Lenders**"), and PNC Bank, National Association, Successor to Mercantile-Safe Deposit and Trust Company, in its capacity as Collateral and Administrative Agent for the Lenders ("**Administrative Agent**," and together with the Lenders, collectively, "**Banks**"), under and/or in connection with a revolving loan facility ("**Construction Loan**") that the Lenders extended to Ashburn.

PNC Bank, National Association, files this Proof of Claim on its own behalf in its capacity as a Lender, and in its capacity as Administrative and Collateral Agent for the Banks pursuant to the protocol set forth in that Order Granting Joint Motion to Establish Protocol Under Federal Rules of Bankruptcy Procedure 3001 and 2019 for Filing Proofs of Claim entered on or about February 8, 2010 ("**Claims Protocol Order**"). Also in accordance with the Claims Protocol Order, the Exhibits described in this Rider to Proof of Claim and the agreements, instruments, documents, and other writings which constitute such Exhibits to this Rider to Proof of Claim are submitted to the Court in electronic format on a CD-ROM ("**Exhibit CD**") enclosed with the Proof of Claim filed by the Administrative Agent ("**Administrative Agent's Claim**") and are incorporated herein by reference.

1. The obligations of Ashburn, ERC, Erickson Construction, and Erickson Group under and in connection with the Construction Loan are evidenced by, among other things:

a. The following Amended and Restated Revolving Loan Notes each dated August 14, 2007 (each a "**Revolving Loan Note**" and collectively, "**Revolving Loan Notes**") executed and delivered by Ashburn and in the respective amounts and payable to the order of the respective Lender set forth below:

- i. Revolving Loan Note in the stated principal amount of \$20,100,000.00 payable to the order of Capmark Bank;
- ii. Revolving Loan Note in the stated principal amount of \$10,000,000.00 payable to the order of Chevy Chase Bank, A Division of Capital One, N.A.;
- iii. Revolving Loan Note in the stated principal amount of \$10,000,000.00 payable to the order of Citizens Bank of Pennsylvania;

- iv. Revolving Loan Note in the stated principal amount of \$10,000,000.00 payable to the order of Manufacturers and Traders Trust Company;
- v. Revolving Loan Note in the stated principal amount of \$10,000,000.00 payable to the order of Manufacturers and Traders Trust Company, Successor by Merger to Provident Bank of Maryland;
- vi. Revolving Loan Note in the stated principal amount of \$10,000,000.00 payable to the order of PNC Bank, National Association, Successor To Mercantile-Safe Deposit and Trust Company;
- vii. Revolving Loan Note in the stated principal amount of \$10,000,000.00 payable to the order of Sandy Spring Bank;
- viii. Revolving Loan Note in the stated principal amount of \$10,000,000.00 payable to the order of TD Bank, National Association, Successor to Commerce Bank;
- ix. Revolving Loan Note in the stated principal amount of \$4,900,000.00 payable to the order of The Bank of Glen Burnie;
- x. Revolving Loan Note in the stated principal amount of \$10,000,000.00 payable to the order of Wachovia Bank, National Association;
- xi. Revolving Loan Note in the stated principal amount of \$10,000,000.00 payable to the order of Wells Fargo Bank, National Association; and
- xii. Revolving Loan Note in the stated principal amount of \$10,000,000.00 payable to the order of Wilmington Trust FSB.

b. The Construction Loan Agreement dated as of May 31, 2007, by and between Ashburn, the Administrative Agent, and the Lenders parties thereto from time to time, as amended and modified pursuant to the First Comprehensive Amendment to Loan Documents dated as of August 14, 2007, Assignment and Acceptances dated to be effective as of August 14, 2007 with respect to each of the Lenders listed above, the Second Comprehensive Amendment to Loan Documents dated as of June 20, 2008, the Waiver Agreement dated as of April 30, 2009, the Standstill Agreement dated as of June 1, 2009, the Forbearance Agreement made to be effective as of 12:00 PM (EST) on June 30, 2009, the Funding Addendum to Forbearance Agreement made to be effective as of 12:00 PM (EST) on June 30, 2009, and the Second Forbearance Agreement made to be effective as of 12:00 PM (EST) on July 10, 2009 (all of the foregoing, as so amended, modified, assumed and assigned, collectively, "**Construction Loan Agreement**").

c. The Guaranty Agreement dated as of May 31, 2007 by and between ERC and the Administrative Agent for the Lenders ("**Guaranty**").

d. The Subordination Agreement dated as of May 31, 2007 in favor of the Administrative Agent for the Lenders by Erickson Construction as creditor and by Ashburn and ERC ("**Erickson Construction Subordination**").

e. The Subordination Agreement dated as of May 31, 2007 in favor of the Administrative Agent for the Lenders by Erickson Group, John C. Erickson and Nancy A. Erickson, as creditors, and by Ashburn and ERC ("**Erickson Group Subordination**").

True and correct copies of the Revolving Loan Notes, the Construction Loan Agreement, and the Guaranty are provided on the Exhibit CD as **Exhibit 1**, **Exhibit 2**, and **Exhibit 3**, respectively.

The Erickson Construction Subordination together with other documents comprising the Erickson Construction Subordination Documents (defined below) are provided on the Exhibit CD as **Exhibit 4**. The Erickson Group Subordination together with other documents comprising the Erickson Group Subordination Documents (defined below) are provided on the Exhibit CD as **Exhibit 5**.

2. The indebtedness and obligations that are owed to the Banks by Ashburn, ERC, Erickson Construction, and Erickson Group under the Revolving Loan Notes, the Construction Loan Agreement, the Guaranty, the Erickson Construction Subordination, and the Erickson Group Subordination, are secured by, *inter alia*, various assets of Ashburn, ERC, Erickson Construction, Erickson Group, and others (collectively, "**Collateral**"), including, without limitation:

a. a first-priority, duly perfected pledge and security interest and lien in, to and against 100% of the membership and other equity interests in Ashburn ("**Pledged Interests**"), including but not limited to all certificates and entries on the books and records of any financial intermediary pertaining to the Pledged Interests, all dividends, distributions, cash, warrants, rights, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Interests, all additional interests in, and all securities convertible into, and any warrants, options and other rights to purchase or otherwise acquire interests in any issuer of the Pledged Interests from time to time, and all cash and non-cash proceeds and products of any of the foregoing, pursuant to, and as described in and evidenced by: (i) the Member Interest Pledge Agreement dated as of May 31, 2007 by and between ERC, as pledgor, and the Administrative Agent, as secured party ("**Pledge Agreement**"); and (ii) various ERC Financing Statements (as defined below), including but not limited to the UCC-1 Financing Statement against ERC, as debtor, in favor of the Administrative Agent, as secured party, recorded among the financing statement records of the Maryland State Department of Assessments and Taxation as filing no. 181306271, Liber U00515, folio 1979.

b. first-priority, duly perfected mortgage liens, security interests, pledges, assignments, and other liens in, to and against all of the tangible and intangible assets, property rights, and benefits of Ashburn, and all cash and non-cash proceeds and products thereof, pursuant to, and as described in and evidenced by, the following:

i. first-priority, duly perfected mortgage liens, security interests, grants, pledges, assignments, and other liens in, to and against all of the real property, improvements, fixtures, and related rights and properties comprising the retirement community generally known or to be known as "Ashby Ponds" ("**Retirement Community**") and located at, and generally known as, 25051 Loudoun County Parkway, Ashburn, Loudoun County, Virginia, and more particularly described in Exhibit A attached to the Deed of Trust (as defined below) ("**Land**"), all leases, rents, profits arising from the aforesaid property, and all other rights, titles, and interests of Ashburn in and to such property pursuant to, and as described in and evidenced by: (A) the Amended and Restated Credit Line Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of May 31, 2007 by Ashburn to the trustee named therein for the benefit of the Administrative Agent for the Lenders, recorded among the

Land Records of Loudoun County, Virginia as instrument no. 20070612-0044111 (as amended, "**Deed of Trust**"); (B) the Assignment of Rents and Leases dated as of May 31, 2007 by Ashburn to the Administrative Agent for the Lenders, recorded among the Land Records of Loudoun County, Virginia as instrument no. 20070612-0044112; (C) the Environmental Compliance Certificate and Agreement dated as of May 31, 2007 by Ashburn and ERC, in favor of the Administrative Agent for the Lenders; and (D) and the various Financing Statements (as defined below) (all of the foregoing, as amended and/or restated, collectively, "**Mortgage Security Documents**");

ii. first-priority, duly perfected security interests, pledges, grants, assignments, and other liens in, to and against all of Ashburn's assets, including, without limitation, all accounts (including but not limited to accounts receivable and notes receivable arising from loans made to, or from the lease of property to Tenant (as defined below), and all receivables arising out of the use of any credit or charge card), equipment, fixtures, inventory, chattel paper, general intangibles (including but not limited to patents, trademarks, copyrights, and other intellectual property, tax refunds or claims, general or limited partnership interests or limited liability company interests), cash and deposits, deposit accounts, bank accounts, instruments, documents, goods, motor vehicles, letter-of-credit rights and other rights under letters of credit, investment property, commercial tort claims, and supporting obligations, "**Licenses**," "**Residence and Care Agreements**," "**Funds**," "**Borrower Collateral Account**," and "**Entrance Deposits**" (as such terms are defined and described in the Security Agreement, defined below), all rights, titles, and interests of Ashburn under the "**Community Documents**," "**Lease**," "**Working Capital Loan Documents**," "**Community Loan Documents**," "**Management Agreement**," and "**Development Agreement**" (as such terms are defined and described in the Construction Loan Agreement), including all amounts received or due thereunder, including all proceeds which Ashburn is entitled to receive under the Community Loan Documents, and all cash and non-cash proceeds and products of all of the foregoing, all pursuant to, and as described in and evidenced by (A) the Security Agreement, Pledge and Collateral Assignment of Licenses and Residence and Care Agreements dated as of May 31, 2007 by Ashburn and ERC in favor of the Administrative Agent for the Lenders ("**Security Agreement**"), (B) the Mortgage Security Documents, and (C) the UCC-1 Financing Statement against Ashburn, as debtor, in favor of the Administrative Agent, as secured party, recorded among the financing statement records of the Maryland State Department of Assessments and Taxation as file no. 181292166, in Liber U00493, folio 0562, as amended by the UCC Financing Statement Amendment recorded among the financing statement records of the Maryland State Department of Assessments and Taxation in Liber U00515, folio 1975, UCC-1 Financing Statement against Ashburn, as debtor, in favor of the Administrative Agent, as secured party, recorded among the financing statement records of the Maryland State Department of Assessments and Taxation as file no. 181306270, in Liber U00515, folio 1977, the UCC-1 Financing Statement against Ashburn, as debtor, in favor of the Administrative Agent, as secured party, recorded among the Land Records of Loudoun County Virginia as instrument no. 20061227-0106968, and UCC-1 Financing Statement against Ashburn, as debtor,

in favor of the Administrative Agent, as secured party, recorded among the Land Records of Loudoun County Virginia as instrument no. 20070514-0036395 (collectively, "**Financing Statements**"); and

iii. first-priority, duly perfected security interests, pledges, grants, assignments, and other liens in, to and against all "**Project Documents**," as such term is defined in the Assignment of Project Documents (as defined below), and all right, title, and interest under the Completion Agreements (as defined below), including but not limited to all architectural, engineering, and similar plans, specifications, drawings and reports, including all copyrights relating to the foregoing, surveys, plats, permits and the like, all contracts for design, construction, operation and maintenance of, or provision of services to, the Retirement Community and/or the Land, all sewer taps and allocations, agreements for utilities, bonds, letters or credit and the like, all relating to the Land and the Retirement Community, all plans and specifications prepared by Nordstrom Samson Associates in connection with the construction of the Retirement Community, together with all additions thereto and replacements, substitutions and modifications thereof, and all design, marketing and construction concepts, residence and care forms, leasing forms belonging to Ashburn or ERC or used in connection with the Land or the Retirement Community, but not the assignor's burdens or obligations thereunder, pursuant to, and as described in and evidenced by (A) the Collateral Assignment of Project Documents dated as of May 31, 2007 by Ashburn and ERC to the Administrative Agent for the Lenders ("**Assignment of Project Documents**"), (B) General Contractor's Agreement to Complete dated as of May 31, 2007 by Erickson Construction for the benefit of the Administrative Agent for the Lenders, the Architect's Agreement to Complete dated as of May 29, 2007 by Marks-Thomas Architects for the benefit of the Administrative Agent for the Lenders, the Engineer's Agreement to Complete dated as of June 4, 2007 by Dewberry & Davis LLC for the benefit of the Administrative Agent for the Lenders, the Landscape Architect's Agreement to Complete dated as of May 28, 2007 by Lewis, Scully, Gionet for the benefit of the Administrative Agent for the Lenders, (collectively, "**Completion Agreements**"), (C) Mortgage Security Documents, (D) Security Agreement, and (E) the Financing Statements.

c. first-priority, duly perfected security interests, pledges, assignments, and other liens in, to and against all tangible and intangible assets of Ashby Ponds, Inc. ("**Tenant**"), including but not limited to all inventory, accounts (including but not limited to accounts receivable and notes receivable arising from loans made, or from leases entered into between, Tenant and Ashburn, and all receivables arising out of the use of any credit or charge card), general intangibles (including but not limited to patents, trademarks, copyrights, and other intellectual property, tax refunds or claims, general or limited partnership interests or limited liability company interests), chattel paper, equipment, fixtures, cash and deposits, bank accounts, deposit accounts, documents, goods, motor vehicles, letter-of-credit rights and other rights under letters of credit, instruments, investment property, commercial tort claims, supporting obligations, "**Entrance Deposits**," including but not limited to "**Initial Entrance Deposits**" and advances from the proceeds of Initial Entrance Deposits, all right, title, and interest of the Tenant in and to all "**Residence and Care Agreements**," "**Funds**," "**Borrower Collateral Account**,"

and all payments due thereunder, "**Licenses**," including but not limited to, certificates of need, operating permits, franchises and other governmental authorizations and approvals now or hereafter existing with respect to the acquisition, construction, renovation, expansion, leasing, ownership and/or operation of the Retirement Community, including, but not limited to, all certificates of need, licenses and other authorizations of any kind in connection with any nursing home or other health care facilities which are a part of the Retirement Community, any and all licenses issued by any governmental authority relating to the operation of food and beverage facilities and/or amenities, any and all third party payment contracts under which payment may be made for services rendered at the Retirement Community, and any and all personalty of the Tenant located on the property and utilized in connection with the operation or maintenance of the Retirement Community, and all additions to, modifications of and substitutions for any of the foregoing, and all cash and non-cash proceeds and products of all of the foregoing, as defined and described in, evidenced by, and granted by Tenant to Ashburn pursuant to, the Community Loan Agreement, the Working Capital Loan Documents, the Lease, and the Security Agreement, Pledge and Collateral Assignment of Licenses and Residence and Care Agreements dated as of May 31, 2007 by the Tenant in favor of Ashburn ("**Tenant Security Agreement**"), and as contemplated by the Trust Agreement (as defined below), all of which were collaterally assigned by Ashburn to the Administrative Agent for the Lenders, and as evidenced by the UCC-1 Financing Statement against the Tenant, as debtor, in favor of Ashburn, as secured party, recorded among the financing statement records of the Maryland State Department of Assessments and Taxation as filing no. 181306272, Liber U00515, folio 1986, and assigned by Ashburn to the Administrative Agent for the Lenders pursuant to the UCC Financing Statement Amendment recorded among the financing statement records of the Maryland State Department of Assessments and Taxation in Liber U00515, folio 1988, and the UCC-1 Financing Statement against the Tenant, as debtor, in favor of Ashburn, as secured party, recorded among the Land Records of Loudoun County, Virginia as instrument no. 20070514-0036456, assigned by Ashburn to the Administrative Agent pursuant to the UCC Financing Statement Amendment recorded among the Land Records of Loudoun County, Virginia as instrument no. 20070514, page 0036460 (together with the Tenant Security Agreement, collectively, "**Tenant Security Documents**"), all pursuant to and as further described in and evidenced by (A) the Security Agreement, (B) the Financing Statements, (C) the Consent of Ashby Ponds, Inc. dated as of May 31, 2007 ("**Ashby Consent**"), and (D) Agreement Regarding Bank Branch dated as of May 31, 2007 by Tenant ("**Bank Branch Agreement**").

d. first priority, duly perfected security interest, pledge, and lien in, to and against, and grant, in trust, for the benefit of the Administrative Agent of any and all existing and future "**Trust Funds**" and "**Trust Accounts**" including but not limited to "**Initial Entrance Deposits**", deposited into a Trust Account as Trust Funds, as an intended source of repayment of the Loan, all Trust Funds deemed to constitute loan advances to Ashburn under the Community Loan Documents, and all obligations of Tenant and Ashburn to hold Trust Funds in trust for the benefit of the Administrative Agent for the benefit of the Lenders, pursuant to and as described in the Trust Agreement for Initial Entrance Deposits at Ashby Ponds dated as of May 31, 2007 by Tenant and Ashburn for the benefit of the Administrative Agent ("**Trust Agreement**").

e. first-priority, duly perfected security interests, pledges, assignments, and other liens in, to and against the following tangible and intangible assets, property rights, and benefits of ERC, and all cash and non-cash proceeds and products thereof, pursuant to, and as described in and evidenced by, the following:

i. first-priority, duly perfected security interests, pledges, assignments, and other liens in, to and against all of its right, titles, and interests in the Management Agreement (including all extensions, replacements and substitutes) between the Tenant and ERC (or any future manager of the Retirement Community) for the Retirement Community, the Lease, the Working Capital Loan Documents, the Community Documents, and the Community Loan Documents, and any and all documents and agreements (including but not limited to the Development Agreement) by and between or among Ashburn, the Tenant, ERC (or any successor manager) and any other person or entity relating to the construction, leasing, occupancy and/or operation of the Retirement Community, and including, without limitation, any proceeds of loans which ERC is entitled to receive under the Community Loan Documents (including advances from Initial Entrance Deposits as contemplated by the Trust Agreement), pursuant to, and as described in and evidenced by (A) the Security Agreement; and (B) various UCC-1 Financing Statements against ERC, as debtor, in favor of the Administrative Agent, as secured party, recorded among the financing statement records of the Maryland State Department of Assessments and Taxation as filing no. 181306271, Liber U00515, folio 1979 and among the Land Records of Loudoun County, Virginia as instrument no. 20070514-0036447 (collectively, **"ERC Financing Statements"**);

ii. a first-priority, duly perfected security interest and lien in, to and against all of ERC's assets, including, without limitation, accounts (including but not limited to accounts receivable and notes receivable arising from loans made to, or from the lease of property to, the Tenant, and all receivables arising out of the use of any credit or charge card), general intangibles (including but not limited to patents, trademarks, copyrights, and other intellectual property, tax refunds or claims, general or limited partnership interests or limited liability company interests), equipment, fixtures, inventory, chattel paper, licenses, cash and deposits, deposit accounts, bank accounts, instruments, documents, goods, motor vehicles, letter-of-credit rights and other rights under letters of credit, investment property, commercial tort claims, and supporting obligations, **"Licenses," "Residence and Care Agreements," "Funds," "Borrower Collateral Account,"** and **"Entrance Deposits"** (as such terms are defined and described in the Security Agreement), all rights, titles, and interests of ERC under the **"Community Documents," "Lease," "Working Capital Loan Documents," "Community Loan Documents," "Management Agreement,"** and **"Development Agreement"** (as such terms are defined and described in the Construction Loan Agreement), including all amounts received or due thereunder, including all proceeds which ERC is entitled to receive under the Community Loan Documents, and all cash and non-cash proceeds and products of all of the foregoing, to the extent that the same are located at, or are used solely in connection with, or relate to, or arise from the Retirement Community, and the development, financing, and operation of the Retirement Community (excluding certain computer systems) pursuant to, and as described in and evidenced by (A) the Security Agreement, and (B) the ERC Financing Statements; and



iii. first-priority, duly perfected security interests, pledges, grants, assignments, and other liens in, to and against all Project Documents, all Development Documents, and all right, title, and interest under the Completion Agreements, including but not limited to all architectural, engineering, and similar plans, specifications, drawings and reports, including all copyrights relating to the foregoing, surveys, plats, permits and the like, all contracts for design, construction, operation and maintenance of, or provision of services to, the Retirement Community and/or Land, all sewer taps and allocations, agreements for utilities, bonds, letters or credit and the like, all relating to the Land and the Retirement Community, all plans and specifications prepared by Nordstrom Samson Associates in connection with the construction of the Retirement Community, together with all additions thereto and replacements, substitutions and modifications thereof, and all design, marketing and construction concepts, residence and care forms, leasing forms belonging to Ashburn or ERC or used in connection with the Land or the Retirement Community, but not the Assignor's burdens or obligations thereunder, pursuant to, and as described in and evidenced by (A) the Assignment of Project Documents, (B) Completion Agreements, (C) Security Agreement, and (D) the ERC Financing Statements.

f. All right, title, and interests of the Banks pursuant to, and as described in and evidenced by, and all claims against John C. Erickson, Nancy A. Erickson, and Erickson Group under, the Erickson Group Subordination, and the duly perfected security interests, pledges, assignments, and other liens held by the Administrative Agent for the Lenders in and to the "Subordinated Indebtedness," as defined in the Erickson Group Subordination, and all proceeds thereof, and all rights and interests of John C. Erickson, Nancy A. Erickson, and/or Erickson Group in any of the "Subordinated Documents," as such term is defined in the Erickson Group Subordination, and as described in the UCC-1 Financing Statement against John C. Erickson and Nancy A. Erickson, as debtors, in favor of the Administrative Agent, as secured party, recorded among the financing statement records of the Maryland State Department of Assessments and Taxation as filing no. 181306274, Liber U00515, folio 1992, and among the financing statement records of the Florida Secured Transactions Registry as document no. 20070553554X, and the UCC-1 Financing Statement against Erickson Group, as debtor, in favor of the Administrative Agent, as secured party, recorded among the financing statement records of the Maryland State Department of Assessments and Taxation as filing no. 181306275, Liber U00515, folio 1994 (together with the Erickson Group Subordination, collectively, "**Erickson Group Subordination Documents**").

g. All right, title and interests of the Banks pursuant to, and as described in and evidenced by, and all claims against Tenant under, a Subordination Agreement dated as of May 31, 2007 ("**Ashby Ponds Subordination**") by Tenant, and the duly perfected security interests, pledges, assignments, and other liens held by the Administrative Agent for the Lenders in and to the "Subordinated Indebtedness" as defined in the Ashby Ponds Subordination, and all proceeds thereof, and all rights and interests of Tenant in any of the "Subordinated Documents," as such term is defined in the Ashby Ponds Subordination, and as described in the UCC-1 Financing Statement against Tenant, as debtor, in favor of the Administrative Agent, as secured party, recorded among the financing statement records of the Maryland State Department of Assessments and Taxation as filing no. 181306273, Liber U00515, folio 1990, and all right, title and interest of the Tenant in, to and under the Junior Deed of Trust (as such term is defined

below) pursuant to the Collateral Assignment of Junior Deed of Trust dated as of May 31, 2007 by the Tenant to the Administrative Agent for the Lenders recorded among the Land Records of Loudoun County, Virginia as instrument no. 20070612-0044114 (collectively, "**Ashby Ponds Subordination Documents**").

h. All right, title and interest of the Banks pursuant to, and as described in and evidenced by, and all claims against the Tenant under, a Tenant Subordination Agreement dated as of May 31, 2007 ("**Tenant Subordination**") by Tenant, and pursuant to, and as described in and evidenced by, the Curative Rights Agreement dated as of May 31, 2007 by Tenant, with the consent and joinder of Ashburn and ERC for the benefit of the Administrative Agent for the Lenders (together with the Tenant Subordination, collectively, "**Tenant Subordination Documents**").

i. All right, title and interests of the Banks pursuant to, and as described in and evidenced by, and all claims against Erickson Construction under, the Erickson Construction Subordination, and the duly perfected security interests, pledges, assignments, and other liens held by the Administrative Agent for the Lenders in and to the "Subordinated Indebtedness," as defined in the Erickson Construction Subordination, and all proceeds thereof, and all rights and interests of Erickson Construction in any of the "Subordinated Documents," as such term is defined in the Erickson Construction Subordination, and as described in the UCC-1 Financing Statement against Erickson Construction, as debtor, in favor of the Administrative Agent, as secured party, recorded among the financing statement records of the Maryland State Department of Assessments and Taxation as filing no. 181306276, Liber U00515, folio 1996 (together with the Erickson Construction Subordination, collectively, "**Erickson Construction Subordination Documents**").

j. All right, title, and interest of the Banks pursuant to, and as described in and evidenced by, and all claims against Strategic Ashby Ponds Lender, LLC ("**Strategic/Ashby Ponds**") under, (A) the Subordination and Standstill Tri-Party Agreement dated as of May 31, 2007 ("**Tri-Party Agreement**") among the Administrative Agent for the Lenders, Ashburn, and Strategic/Ashby Ponds recorded among the Land Records of Loudoun County, Virginia as instrument no. 20070612-0044117, *inter alia*, subordinating to the rights and interests of the Banks under the Construction Loan Agreement and the "Loan Documents" (as defined in the Construction Loan Agreement), all of the rights and interests of Strategic/Ashby Ponds under the "Junior Loan Documents" (as defined in the Tri-Party Agreement), including but not limited to, the liens granted to Strategic/Ashby Ponds with respect to the Retirement Community and the Land to the liens held by Administrative Agent for the Lenders, subordinating payment of the "Subordinated Obligations" (as defined in the Tri-Party Agreement) to the prior payment in full of the Construction Loan, and subordinating the terms, conditions and covenants of the Junior Loan Documents to the terms, conditions and covenants of the Construction Loan Agreement and the "Loan Documents" (as defined in the Construction Loan Agreement), and (B) the first-priority duly perfected security interests, pledges, assignments, and other liens held by the Administrative Agent for the Lenders in and to all rights of Strategic/Ashby Ponds in, to and under the Junior Loan Documents, including but not limited to, the Loan Agreement dated as of May 31, 2007 by and between Ashburn and Strategic/Ashby Ponds, the Promissory Note dated as of May 31, 2007 in the originally stated principal amount of Fifty Million Dollars (\$50,000,000.00) by Ashburn and payable to the order of Strategic/Ashby Ponds, and the Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of

May 31, 2007 from Ashburn to the trustees named therein for the benefit of Strategic/Ashby Ponds recorded among the Land Records of Loudoun County Virginia as instrument no. 20070612-0044115, the Member Interest Pledge Agreement dated as of May 31, 2007 by ERC for the benefit of Strategic/Ashby Ponds, and all rights and interests of Strategic/Ashby Ponds thereunder, as further described in the Tri-Party Agreement and in the UCC-1 Financing Statement against Strategic/Ashby Ponds, as debtor, in favor of the Administrative Agent, as secured party, recorded among the financing statement records of the Delaware Secretary of State as document no. 2007-2196565 (together with the Tri-Party Agreement, collectively, **"Strategic/Ashby Ponds Subordination Documents"**).

k. All right, title, and interest of the Banks pursuant to, and as described in and evidenced by, and all claims against Strategic/Ashby Ponds under, the Cross Tri-Party Agreement dated as of May 31, 2007 (**"Strategic/Ashby Ponds Cross Tri-Party Agreement"**) among Strategic/Ashby Ponds, Concord Campus, L.P., and the PNC Bank, National Association in its capacity as Administrative Agent (**"Concord Agent"**) for the lenders party thereto from time to time under the Construction Loan Agreement dated as of August 30, 2005 (as amended from time to time, the **"Concord Loan Agreement,"**) recorded among the Land Records of Delaware County, Pennsylvania as instrument no. 2007053485, in RD Book 04129, Page 275, *et seq.*, *inter alia* subordinating all of the obligations of payment and performance owed to Strategic/Ashby Ponds by Concord Campus, LP to the obligations owed by Concord Campus, LP to the Concord Agent and the lenders under the Concord Loan Agreement, and the mortgages, security interests, pledges, assignments, and other liens held by Strategic/Ashby Ponds in and to the assets and property of Concord Campus, LP to the liens held by the Concord Agent for the benefit of the lenders under the Concord Loan Agreement, and the first-priority duly perfected security interests in and to all of Strategic/Ashby Ponds' right, title, and interest as mortgagee under the Leasehold Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing between Strategic/Ashby Ponds and Concord Campus, L.P. dated May 31, 2007 and recorded among the Land Records of Delaware County, Pennsylvania as instrument no. 2007053484, in RD book 04129, page 0216, and the Guaranty Agreement between Strategic/Ashby Ponds and Concord Campus, L.P. dated May 31, 2007, as further evidenced by the UCC-1 Financing Statement against Strategic/Ashby Ponds, as debtor, in favor of the Administrative Agent, as secured party, recorded among the financing statement records of the Delaware Secretary of State as document no. 2007-2196680 (together with the Strategic/Ashby Ponds Cross Tri-Party Agreement, collectively **"Strategic/Ashby Ponds Tri-Party Documents"**), and all right, title, and interest of the Banks pursuant to, and as described in and evidenced by, and all claims against Strategic Concord Landholder, LP (**"Strategic/Concord"**) under, the Cross Tri-Party Agreement dated as of May 31, 2007 (**"Strategic/Concord Cross Tri-Party Agreement"**) among Strategic/Concord, Ashburn, and the Administrative Agent for the Lenders recorded among the Land Records of Loudoun County, Virginia as instrument no. 20070612-0044118, *inter alia*, subordinating all of the obligations of payment and performance owed to Strategic/Concord by Ashburn to the obligations owed by Ashburn to the Administrative Agent and the Lenders, and the mortgages, security interests, pledges, assignments, and other liens held by Strategic/Concord in and to the assets and property of Ashburn to the liens held by the Administrative Agent for the Lenders, and the first-priority duly perfected security interests in and to all of Strategic/Concord's right, title, and interest as "Beneficiary" under the Indemnity Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing between Strategic/Concord and Ashburn dated May 31, 2007 recorded among the Land Records of Loudoun County, Virginia as instrument no. 20070612-0044116, and the Guaranty Agreement

between Strategic/Concord and Ashburn dated as of May 31, 2007, as further evidenced by the UCC-1 Financing Statement against Strategic/Concord, as debtor, in favor of the Administrative Agent, as secured party, recorded among the financing statement records of the Delaware Secretary of State as document no. 2007-2196797 (together with the Strategic/Concord Cross Tri-Party Agreement, collectively "**Strategic/Concord Tri-Party Documents**").

True and correct copies of the Pledge Agreement and ERC Financing Statements, Mortgage Security Documents, Security Agreement and Financing Statements, Assignment of Project Documents, Completion Agreements, Tenant Security Documents, Ashby Consent, Bank Branch Agreement, Trust Agreement, Ashby Ponds Subordination Documents, Tenant Subordination Documents, Strategic/Ashby Ponds Subordination Documents, Strategic/Ashby Ponds Tri-Party Documents, and Strategic/Concord Tri-Party Documents are provided on the Exhibit CD as **Exhibit 6**, **Exhibit 7**, **Exhibit 8**, **Exhibit 9**, **Exhibit 10**, **Exhibit 11**, **Exhibit 12**, **Exhibit 13**, **Exhibit 14**, **Exhibit 15**, **Exhibit 16**, **Exhibit 17**, **Exhibit 18**, and **Exhibit 19**, respectively.

A true and correct copy of the form of Residence and Care Agreement (defined above) is provided on the Exhibit CD as **Exhibit 20**. The Lease (defined above) includes, without limitation, the Master Lease and Use Agreement dated as of May 31, 2007 by and between Ashburn and the Tenant, a copy of which is provided on the Exhibit CD as **Exhibit 21**. The Working Capital Loan Documents (defined above) include without limitation, the Working Capital Loan Agreement dated as of May 31, 2007 by and between the Tenant and Ashburn, the Working Capital Promissory Note dated as of May 31, 2007 by the Tenant and payable to the order of Ashburn in the originally stated principal amount of Thirty-Three Million Six Hundred Thousand Dollars (\$33,600,000.00), the Lockbox Account Agreement dated as of May 31, 2007 by and between the Tenant, as assignor, and Ashburn, as secured party, copies of which are provided on the Exhibit CD as **Exhibit 22**. The Community Loan Documents (defined above), include without limitation, the Community Loan Agreement dated as of May 31, 2007 by and between the Tenant and Ashburn, the Community Loan Note dated as of May 31, 2007 by Ashburn and payable to the order of Tenant in the originally stated principal amount of Six Hundred Fifty Million, Nine Hundred Thirty-Nine Thousand, Six Hundred Thirty One Dollars (\$650,939,631.00), the Credit Line Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing dated as of May 31, 2007 ("**Junior Deed of Trust**") by Ashburn to the trustee named therein for the benefit of the Tenant recorded among the Land Records of Loudoun County, Virginia as instrument no. 20070612-0044113, copies of which are provided on the Exhibit CD as **Exhibit 23**. The Management Agreement (defined above) includes, without limitation, the Management and Marketing Agreement dated as of May 31, 2007 between the Tenant and ERC, a copy of which is provided on the Exhibit CD as **Exhibit 24**. The Development Agreement (defined above) includes, without limitation, the Development Agreement dated as of May 31, 2007 by and between Ashburn and ERC, a copy of which is provided on the Exhibit CD as **Exhibit 25**.

The Revolving Loan Notes, the Construction Loan Agreement, the Guaranty, the Erickson Construction Subordination Documents, the Erickson Group Subordination Documents, the Pledge Agreement and ERC Financing Statements, Mortgage Security Documents, Security Agreement and Financing Statements, Assignment of Project Documents, Completion Agreements, Tenant Security Documents, Ashby Consent, Bank Branch Agreement, Trust Agreement, Ashby Ponds Subordination Documents, Tenant Subordination Documents,

Strategic/Ashby Ponds Subordination Documents, Strategic/Ashby Ponds Tri-Party Documents, Strategic/Concord Tri-Party Documents, Community Documents, Lease, Working Capital Loan Documents, Community Loan Documents, Management Agreement, Development Agreement, and the agreements, instruments, and documents referenced therein or executed in connection therewith, are collectively referred to herein as the “**Loan Documents**”.

Prior to October 19, 2009 (the “**Petition Date**”), Ashburn defaulted on its payment obligations to the Banks under the terms and conditions of the Loan Documents. As of Petition Date, the amounts owed to each Bank under the Loan Documents, exclusive of attorneys’ fees and expenses, were not less than the following:

1. Capmark Bank

|                                     |                               |
|-------------------------------------|-------------------------------|
| Principal:                          | \$ 9,937,492.60               |
| Interest:                           | \$ 75,330.48                  |
| Late charges:                       | \$ 2,400.12                   |
| Forbearance fees:                   | \$ 321,599.83                 |
| Legal fees and expenses             |                               |
| (Counsel for Administrative Agent): | \$ 8,727.25                   |
| (Counsel for Capmark Bank):         | \$                            |
| Professional fees (non-legal):      | \$ 13,731.19                  |
| Other fees and charges:             | \$ 115.57                     |
| <b>Total (as of Petition Date):</b> | <b><u>\$10,359,397.04</u></b> |

*(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])*  
*(Per diem interest as of Petition Date = \$1,518.23)*

2. Chevy Chase Bank, A Division of Capital One, N.A.

|                                     |                              |
|-------------------------------------|------------------------------|
| Principal:                          | \$4,944,026.17               |
| Interest:                           | \$ 37,477.86                 |
| Late charges:                       | \$ 1,194.09                  |
| Forbearance fees:                   | \$ 159,999.92                |
| Legal fees and expenses             |                              |
| (Counsel for Administrative Agent): | \$ 4,341.92                  |
| (Counsel for Chevy Chase Bank):     | \$                           |
| Professional fees (non-legal):      | \$ 6,831.44                  |
| Other fees and charges:             | \$ 57.50                     |
| <b>Total (as of Petition Date):</b> | <b><u>\$5,153,928.90</u></b> |

*(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])*  
*(Per diem interest as of Petition Date = \$755.34)*

3. Citizens Bank of Pennsylvania

|                                     |                |
|-------------------------------------|----------------|
| Principal:                          | \$4,944,026.17 |
| Interest:                           | \$ 37,477.86   |
| Late charges:                       | \$ 1,194.09    |
| Forbearance fees:                   | \$ 159,999.92  |
| Legal fees and expenses             |                |
| (Counsel for Administrative Agent): | \$ 4,341.92    |
| (Counsel for Citizens Bank of PA):  | \$ 4,253.75    |
| Professional fees (non-legal):      | \$ 6,831.44    |
| Other fees and charges:             | \$ 57.50       |

**Total (as of Petition Date):** **\$5,158,182.65**

*(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])*  
*(Per diem interest as of Petition Date = \$755.34)*

4. Manufacturers and Traders Trust Company

|                                     |                |
|-------------------------------------|----------------|
| Principal:                          | \$4,944,026.17 |
| Interest:                           | \$ 37,477.86   |
| Late charges:                       | \$ 1,194.09    |
| Forbearance fees:                   | \$ 159,999.92  |
| Legal fees and expenses             |                |
| (Counsel for Administrative Agent): | \$ 4,341.92    |
| (Counsel for M&T Bank):             | \$             |
| Professional fees (non-legal):      | \$ 6,831.44    |
| Other fees and charges:             | \$ 57.50       |

**Total (as of Petition Date):** **\$5,153,928.90**

*(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])*  
*(Per diem interest as of Petition Date = \$755.34)*

5. Manufacturers and Traders Trust Company, Successor by Merger to Provident Bank of Maryland

|                                     |                |
|-------------------------------------|----------------|
| Principal:                          | \$4,944,026.17 |
| Interest:                           | \$ 37,477.86   |
| Late charges:                       | \$ 1,194.09    |
| Forbearance fees:                   | \$ 159,999.92  |
| Legal fees and expenses             |                |
| (Counsel for Administrative Agent): | \$ 4,341.92    |
| (Counsel for M&T Bank/Provident):   | \$             |
| Professional fees (non-legal):      | \$ 6,831.44    |
| Other fees and charges:             | \$ 57.50       |

**Total (as of Petition Date):** **\$5,153,928.90**

*(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])*  
*(Per diem interest as of Petition Date = \$755.34)*

6. PNC Bank, National Association, Successor to Mercantile-Safe  
Deposit and Trust Company

|                                     |                              |
|-------------------------------------|------------------------------|
| Principal:                          | \$4,944,058.03               |
| Interest:                           | \$ 37,478.05                 |
| Late charges:                       | \$ 1,194.10                  |
| Forbearance fees:                   | \$ 160,000.95                |
| Legal fees and expenses             |                              |
| (Counsel for Administrative Agent): | \$ 4,341.94                  |
| (Counsel for PNC Bank, N.A.):       | \$                           |
| Professional fees (non-legal):      | \$ 6,831.48                  |
| Other fees and charges:             | \$ 57.50                     |
| <b>Total (as of Petition Date):</b> | <b><u>\$5,153,962.05</u></b> |

(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])  
(Per diem interest as of Petition Date = \$755.34)

7. Sandy Spring Bank

|                                     |                              |
|-------------------------------------|------------------------------|
| Principal:                          | \$4,944,026.17               |
| Interest:                           | \$ 37,477.86                 |
| Late charges:                       | \$ 1,194.09                  |
| Forbearance fees:                   | \$ 159,999.92                |
| Legal fees and expenses             |                              |
| (Counsel for Administrative Agent): | \$ 4,341.92                  |
| (Counsel for Sandy Spring Bank):    | \$                           |
| Professional fees (non-legal):      | \$ 6,831.44                  |
| Other fees and charges:             | \$ 57.50                     |
| <b>Total (as of Petition Date):</b> | <b><u>\$5,153,928.90</u></b> |

(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])  
(Per diem interest as of Petition Date = \$755.34)

8. TD Bank, National Association, Successor to Commerce Bank

|                                     |                              |
|-------------------------------------|------------------------------|
| Principal:                          | \$4,944,026.17               |
| Interest:                           | \$ 37,477.86                 |
| Late charges:                       | \$ 1,194.09                  |
| Forbearance fees:                   | \$ 159,999.92                |
| Legal fees and expenses             |                              |
| (Counsel for Administrative Agent): | \$ 4,341.92                  |
| (Counsel for TD Bank, N.A.):        | \$                           |
| Professional fees (non-legal):      | \$ 6,831.44                  |
| Other fees and charges:             | \$ 57.50                     |
| <b>Total (as of Petition Date):</b> | <b><u>\$5,153,928.90</u></b> |

(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])  
(Per diem interest as of Petition Date = \$755.34)

9. The Bank of Glen Burnie

|                                     |                              |
|-------------------------------------|------------------------------|
| Principal:                          | \$2,422,572.84               |
| Interest:                           | \$ 18,364.14                 |
| Late charges:                       | \$ 585.10                    |
| Forbearance fees:                   | \$ 78,399.96                 |
| Legal fees and expenses             |                              |
| (Counsel for Administrative Agent): | \$ 2,127.54                  |
| (Counsel for Bank of Glen Burnie):  | \$                           |
| Professional fees (non-legal):      | \$ 3,347.41                  |
| Other fees and charges:             | \$ 28.17                     |
| <b>Total (as of Petition Date):</b> | <b><u>\$2,525,425.16</u></b> |

(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])  
(Per diem interest as of Petition Date = \$370.12)

10. Wachovia Bank, National Association

|                                     |                              |
|-------------------------------------|------------------------------|
| Principal:                          | \$4,944,026.17               |
| Interest:                           | \$ 37,477.86                 |
| Late charges:                       | \$ 1,194.09                  |
| Forbearance fees:                   | \$ 159,999.92                |
| Legal fees and expenses             |                              |
| (Counsel for Administrative Agent): | \$ 4,341.92                  |
| (Counsel for Wachovia Bank, N.A.):  | \$ 2,450.00                  |
| Professional fees (non-legal):      | \$ 6,831.44                  |
| Other fees and charges:             | \$ 57.50                     |
| <b>Total (as of Petition Date):</b> | <b><u>\$5,156,378.90</u></b> |

(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])  
(Per diem interest as of Petition Date = \$755.34)

11. Wells Fargo Bank, National Association

|                                       |                              |
|---------------------------------------|------------------------------|
| Principal:                            | \$4,944,026.17               |
| Interest:                             | \$ 37,477.86                 |
| Late charges:                         | \$ 1,194.09                  |
| Forbearance fees:                     | \$ 159,999.92                |
| Legal fees and expenses               |                              |
| (Counsel for Administrative Agent):   | \$ 4,341.92                  |
| (Counsel for Wells Fargo Bank, N.A.): | \$                           |
| Professional fees (non-legal):        | \$ 6,831.44                  |
| Other fees and charges:               | \$ 57.50                     |
| <b>Total (as of Petition Date):</b>   | <b><u>\$5,153,928.90</u></b> |

(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])  
(Per diem interest as of Petition Date = \$755.34)



12. Wilmington Trust FSB

|                                     |                              |
|-------------------------------------|------------------------------|
| Principal:                          | \$4,944,026.17               |
| Interest:                           | \$ 37,477.86                 |
| Late charges:                       | \$ 1,194.09                  |
| Forbearance fees:                   | \$ 159,999.92                |
| Legal fees and expenses             |                              |
| (Counsel for Administrative Agent): | \$ 4,341.92                  |
| (Counsel for Wilmington Trust):     | \$                           |
| Professional fees (non-legal):      | \$ 6,831.44                  |
| <u>Other fees and charges:</u>      | <u>\$ 57.50</u>              |
| <b>Total (as of Petition Date):</b> | <b><u>\$5,153,928.90</u></b> |

*(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])*  
*(Per diem interest as of Petition Date = \$755.34)*

As of the Petition Date, the total aggregate amounts owed to the Banks under the Loan Documents, exclusive of attorneys' fees and expenses, were not less than the following:

|                                     |                               |
|-------------------------------------|-------------------------------|
| Principal:                          | \$61,800,359.00               |
| Interest:                           | \$ 468,473.41                 |
| Late charges:                       | \$ 14,926.12                  |
| Forbearance fees:                   | \$ 2,000,000.00               |
| Legal fees and expenses             |                               |
| (Counsel for Administrative Agent): | \$ 54,273.99                  |
| (Counsel for Other Lenders):        | \$ 6,703.75                   |
| Professional fees (non-legal):      | \$ 85,393.03                  |
| <u>Other fees and charges:</u>      | <u>\$ 718.75</u>              |
| <b>Total (as of Petition Date):</b> | <b><u>\$64,430,848.05</u></b> |

*(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])*  
*(Per diem interest as of Petition Date = \$9,441.72)*

As of December 31, 2009, additional amounts owed to each Bank under Loan Documents, were not less than the following:

1. Capmark Bank

|                                     |                            |
|-------------------------------------|----------------------------|
| Interest:                           | \$110,830.63               |
| Late Charges:                       | \$ 4,630.60                |
| Legal fees and expenses:            |                            |
| (Counsel for Administrative Agent): | \$ 15,778.23               |
| (Counsel for Capmark Bank):         | \$ 2,137.74                |
| Professional fees (non-legal):      | \$ 10,008.21               |
| <u>Appraisal fees:</u>              | <u>\$ 2,412.00</u>         |
| <b>Total (10/19/09 – 12/31/09):</b> | <b><u>\$145,797.41</u></b> |

*(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])*  
*(Per diem interest as of Petition Date = \$1,518.23)*

2. Chevy Chase Bank, A Division of Capital One, N.A.

|                                     |                           |
|-------------------------------------|---------------------------|
| Interest:                           | \$55,139.62               |
| Late Charges:                       | \$ 2,303.78               |
| Legal fees and expenses             |                           |
| (Counsel for Administrative Agent): | \$ 7,849.86               |
| (Counsel for Chevy Chase Bank):     | \$                        |
| Professional fees (non-legal):      | \$ 4,979.21               |
| <u>Appraisal fees:</u>              | <u>\$ 1,200.00</u>        |
| <b>Total (10/19/09 – 12/31/09):</b> | <b><u>\$71,472.47</u></b> |

*(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])*  
*(Per diem interest as of Petition Date = \$755.34)*

3. Citizens Bank of Pennsylvania

|                                     |                           |
|-------------------------------------|---------------------------|
| Interest:                           | \$55,139.62               |
| Late Charges:                       | \$ 2,303.78               |
| Legal fees and expenses             |                           |
| (Counsel for Administrative Agent): | \$ 7,849.86               |
| (Counsel for Citizens Bank of PA):  | \$ 4,967.39               |
| Professional fees (non-legal):      | \$ 4,979.21               |
| <u>Appraisal fees:</u>              | <u>\$ 1,200.00</u>        |
| <b>Total (10/19/09 – 12/31/09):</b> | <b><u>\$76,439.86</u></b> |

*(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])*  
*(Per diem interest as of Petition Date = \$755.34)*

4. Manufacturers and Traders Trust Company

|                                     |                           |
|-------------------------------------|---------------------------|
| Interest:                           | \$55,139.62               |
| Late Charges:                       | \$ 2,303.78               |
| Legal fees and expenses             |                           |
| (Counsel for Administrative Agent): | \$ 7,849.86               |
| (Counsel for M&T Bank):             | \$                        |
| Professional fees (non-legal):      | \$ 4,979.21               |
| <u>Appraisal fees:</u>              | <u>\$ 1,200.00</u>        |
| <b>Total (10/19/09 – 12/31/09):</b> | <b><u>\$71,472.47</u></b> |

*(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])*  
*(Per diem interest as of Petition Date = \$755.34)*

5. Manufacturers and Traders Trust Company, Successor by Merger to Provident Bank of Maryland

|                                     |                           |
|-------------------------------------|---------------------------|
| Interest:                           | \$55,139.62               |
| Late Charges:                       | \$ 2,303.78               |
| Legal fees and expenses             |                           |
| (Counsel for Administrative Agent): | \$ 7,849.86               |
| (Counsel for M&T Bank/Provident):   | \$                        |
| Professional fees (non-legal):      | \$ 4,979.21               |
| <u>Appraisal fees:</u>              | <u>\$ 1,200.00</u>        |
| <b>Total (10/19/09 – 12/31/09):</b> | <b><u>\$71,472.47</u></b> |

*(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])*  
*(Per diem interest as of Petition Date = \$755.34)*

6. PNC Bank, National Association, Successor to Mercantile-Safe Deposit and Trust Company

|                                     |                           |
|-------------------------------------|---------------------------|
| Interest:                           | \$55,139.97               |
| Late Charges:                       | \$ 2,303.79               |
| Legal fees and expenses             |                           |
| (Counsel for Administrative Agent): | \$ 7,849.91               |
| (Counsel for PNC Bank, N.A.):       | \$                        |
| Professional fees (non-legal):      | \$ 4,979.24               |
| <u>Appraisal fees:</u>              | <u>\$ 1,200.01</u>        |
| <b>Total (10/19/09 – 12/31/09):</b> | <b><u>\$71,472.92</u></b> |

*(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])*  
*(Per diem interest as of Petition Date = \$755.34)*

7. Sandy Spring Bank

|                                     |                           |
|-------------------------------------|---------------------------|
| Interest:                           | \$55,139.62               |
| Late Charges:                       | \$ 2,303.78               |
| Legal fees and expenses             |                           |
| (Counsel for Administrative Agent): | \$ 7,849.86               |
| (Counsel for Sandy Spring Bank):    | \$                        |
| Professional fees (non-legal):      | \$ 4,979.21               |
| <u>Appraisal fees:</u>              | <u>\$ 1,200.00</u>        |
| <b>Total (10/19/09 – 12/31/09):</b> | <b><u>\$71,472.47</u></b> |

*(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])*  
*(Per diem interest as of Petition Date = \$755.34)*

8. TD Bank, National Association, Successor to Commerce Bank

|                                     |                           |
|-------------------------------------|---------------------------|
| Interest:                           | \$55,139.62               |
| Late Charges:                       | \$ 2,303.78               |
| Legal fees and expenses             |                           |
| (Counsel for Administrative Agent): | \$ 7,849.86               |
| (Counsel for TD Bank):              | \$                        |
| Professional fees (non-legal):      | \$ 4,979.21               |
| Appraisal fees:                     | \$ 1,200.00               |
| <b>Total (10/19/09 – 12/31/09):</b> | <b><u>\$71,472.47</u></b> |

*(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])  
(Per diem interest as of Petition Date = \$755.34)*

9. The Bank of Glen Burnie

|                                     |                           |
|-------------------------------------|---------------------------|
| Interest:                           | \$27,018.41               |
| Late Charges:                       | \$ 1,128.85               |
| Legal fees and expenses             |                           |
| (Counsel for Administrative Agent): | \$ 3,846.43               |
| (Counsel for Bank of Glen Burnie):  | \$                        |
| Professional fees (non-legal):      | \$ 2,439.81               |
| Appraisal fees:                     | \$ 588.00                 |
| <b>Total (10/19/09 – 12/31/09):</b> | <b><u>\$35,021.50</u></b> |

*(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])  
(Per diem interest as of Petition Date = \$370.12)*

10. Wachovia Bank, National Association

|                                     |                           |
|-------------------------------------|---------------------------|
| Interest:                           | \$55,139.62               |
| Late Charges:                       | \$ 2,303.78               |
| Legal fees and expenses             |                           |
| (Counsel for Administrative Agent): | \$ 7,849.86               |
| (Counsel for Wachovia Bank, N.A.):  | \$10,472.52               |
| Professional fees (non-legal):      | \$ 4,979.21               |
| Appraisal fees:                     | \$ 1,200.00               |
| <b>Total (10/19/09 – 12/31/09):</b> | <b><u>\$81,944.99</u></b> |

*(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])  
(Per diem interest as of Petition Date = \$755.34)*

|                                                   |                           |
|---------------------------------------------------|---------------------------|
| 11. <u>Wells Fargo Bank, National Association</u> |                           |
| Interest:                                         | \$55,139.62               |
| Late Charges:                                     | \$ 2,303.78               |
| Legal fees and expenses                           |                           |
| (Counsel for Administrative Agent):               | \$ 7,849.86               |
| (Counsel for Wells Fargo Bank, N.A.):             | \$ _____                  |
| Professional fees (non-legal):                    | \$ 4,979.21               |
| <u>Appraisal fees:</u>                            | <u>\$ 1,200.00</u>        |
| <b>Total (10/19/09 – 12/31/09):</b>               | <b><u>\$71,472.47</u></b> |

(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])  
(Per diem interest as of Petition Date = \$755.34)

|                                     |                           |
|-------------------------------------|---------------------------|
| 12. <u>Wilmington Trust FSB</u>     |                           |
| Interest:                           | \$55,139.62               |
| Late Charges:                       | \$ 2,303.78               |
| Legal fees and expenses             |                           |
| (Counsel for Administrative Agent): | \$ 7,849.86               |
| (Counsel for Wilmington Trust):     | \$ _____                  |
| Professional fees (non-legal):      | \$ 4,979.21               |
| <u>Appraisal fees:</u>              | <u>\$ 1,200.00</u>        |
| <b>Total (10/19/09 – 12/31/09):</b> | <b><u>\$71,472.47</u></b> |

(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])  
(Per diem interest as of Petition Date = \$755.34)

As of December 31, 2009, the aggregate additional amounts owed to the Banks under Loan Documents, were not less than the following:

|                                     |                             |
|-------------------------------------|-----------------------------|
| Interest:                           | \$ 689,245.56               |
| Late Charges:                       | \$ 28,797.25                |
| Legal fees and expenses             |                             |
| (Counsel for Administrative Agent): | \$ 98,123.35                |
| (Counsel for Other Lenders):        | \$ 17,577.65                |
| Professional fees (non-legal):      | \$ 62,240.14                |
| <u>Appraisal fees:</u>              | <u>\$ 15,000.00</u>         |
| <b>Total (10/19/09 – 12/31/09):</b> | <b><u>\$ 910,983.95</u></b> |

(Interest rate as of Petition Date = 5.5% [PNC prime rate of 3.25% + 2.25%])  
(Per diem interest as of Petition Date = \$9,441.72)

In addition to the foregoing amounts, the Banks, individually and collectively, reserve the right to collect as part of their respective claims against Ashburn, ERC, Erickson Construction, and Erickson Group, in accordance with the terms of the Loan Documents and applicable law, (i) all post-petition interest and late charges that accrue under the Loan Documents after the Petition Date, and (ii) all pre-petition and post-petition attorneys' fees and expenses that any or all of the Banks has incurred and hereafter incurs as a result of the filing of this bankruptcy case, the defaults existing under the Loan Documents and the enforcement of rights and remedies of any

and all of the Banks under the Loan Documents, including but not limited to continuing interest, reasonable fees, costs and charges pursuant to 11 U.S.C. § 506B.

The Banks, individually and collectively, reserve the right to periodically supplement and/or amend this Proof of Claim from time to time and to assert an unsecured claim in this bankruptcy case to the extent that the value of the Collateral is insufficient to satisfy the Banks' claims against Ashburn, ERC, Erickson Construction, and Erickson Group under the Loan Documents. The Banks, individually and collectively, also reserve the right to amend and/or supplement this Proof of Claim in all other respects and to add additional claims of any nature whatsoever, including but not limited to claims entitled to administrative priority.

In accordance with the Claims Protocol Order, the Administrative Agent is an "authorized agent" within the meaning of Federal Rule of Bankruptcy Procedure 3001(b) who may file a proof of claim on behalf of the Banks with respect to the Loan Documents. Notwithstanding the foregoing, any Bank may, but need not, file its own proof(s) of claim for amounts due, which may be duplicative of amounts set forth in the Administrative Agent's Claim if such Bank disagrees with the amount, basis, documentation or any other assertion set forth in the Administrative Agent's Claim or for any other reason.

The filing of this Proof of Claim is not an acknowledgment or admission that the Bankruptcy Court has jurisdiction over the Banks' and/or the Banks' claims against any debtor or non-debtor entity, and the Banks reserve all rights with respect thereto. The Banks do not waive any rights to a jury trial, arbitration or enforcement of a choice of law or venue selection clause by filing this Proof of Claim. The filing of this Proof of Claim is without prejudice to any and all claims, causes of action and remedies that the Banks may have against the debtors or any non-debtors entities, all of which are expressly preserved. This Proof of Claim shall not operate as an admission or waiver of claims, causes of action or remedies that the Banks may have against any of the debtors or non-debtor entities under applicable law. Any of the Banks may file additional, supplemental and/or amended Proofs of Claim, which claims shall be considered a part of this Proof of Claim.



Diane E. Vuocolo  
Tel (215) 988-7803  
Fax (215) 717-5230  
vuocolod@gtlaw.com

February 22, 2010

**VIA FEDEX PRIORITY A.M. DELIVERY**

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

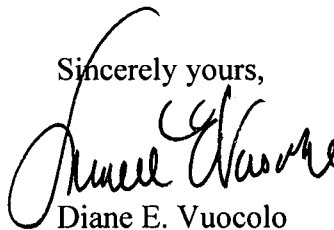
**Re: Erickson Retirement Communities, LLC  
Bankruptcy Case No. 09-37010**

Dear Claims Agent:

On behalf of Wilmington Trust FSB, I am enclosing an original and two (2) copies of a proof of claim together with Rider in the above-referenced case. Kindly return a filed-stamped copy of the proof of claim to me in the enclosed postage pre-paid and pre-addressed FedEx envelope.

If you have any questions, please do not hesitate to contact me. Thank you for your time.

Sincerely yours,



Diane E. Vuocolo

Enclosures

cc: Mr. Karl J. Vaillancourt (w/enc., via hand delivery)

ALBANY  
AMSTERDAM  
ATLANTA  
AUSTIN  
BERLIN\*  
BOSTON  
BRUSSELS\*  
CHICAGO  
DALLAS  
DELAWARE  
DENVER  
FORT LAUDERDALE  
HOUSTON  
LAS VEGAS  
LONDON\*  
LOS ANGELES  
MIAMI  
MILAN\*  
NEW JERSEY  
NEW YORK  
ORANGE COUNTY  
ORLANDO  
PALM BEACH COUNTY  
PHILADELPHIA  
PHOENIX  
ROME\*  
SACRAMENTO  
SHANGHAI  
SILICON VALLEY  
TALLAHASSEE  
TAMPA  
TOKYO\*  
TYSONS CORNER  
WASHINGTON, D.C.  
ZURICH  
\*STRATEGIC ALLIANCE

CHI 59,247,182v1