

UNITED STATES BANKRUPTCY COURT

Northern District of Texas (Dallas Division)

PROOF OF CLAIM

Name of Debtor: **Erickson Retirement Communities, LLC**

Case Number: **09-37010**

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property):

**RLI Insurance Company**  
Name and address where notices should be sent:  
**RLI Insurance Company**  
Attn: Martha Weissbaum  
505 14th Street, Suite 1100  
Oakland, CA 94612  
Telephone number:  
510-891-0118 (ext, 1941)

RECEIVED  
FEB 23 2010  
BMC GROUP

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

Court Claim Number: \_\_\_\_\_  
(If known)

Filed on: \_\_\_\_\_

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

Telephone number:

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

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

1. Amount of Claim as of Date Case Filed: **\$ 20,072,025.10 (See Attached Addendum)**

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

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

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

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

Specify the priority of the claim.

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

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

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

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

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

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

Amount entitled to priority:

\$ \_\_\_\_\_

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

2. Basis for Claim: **Issuance of Surety Bonds**  
(See instruction #2 on reverse side.)

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

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

4. Secured Claim (See instruction #4 on reverse side.)  
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. **See Attached Addendum**

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

Value of Property: \$ \_\_\_\_\_ Annual Interest Rate \_\_\_\_\_ %

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

if any: \$ \_\_\_\_\_ Basis for perfection: \_\_\_\_\_

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

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

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

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

If the documents are not available, please explain:

FOR COURT USE ONLY

Date: 02/23/2010

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

*J.R. White, attorney & agent for page 4*

Erickson Ret. Comm. LLC



01009

**Addendum to Proof of Claim  
of RLI Insurance Company**

Prior to the commencement of this bankruptcy case, RLI Insurance Company ("RLI"), on the one hand, and Erickson Retirement Communities, LLC ("ERC"), Senior Campus Services, LLC ("SCS"), Senior Campus Care, LLC ("SCC"), Erickson Construction, LLC ("Erickson Construction"), Maris Grove, Inc. ("Maris") and Concord Campus, LP ("Concord") (collectively, ERC, SCS, SCC, Erickson Construction, Maris and Concord are hereafter referred to as "Obligors"), on the other hand, entered into that certain Commercial Surety General Indemnity Agreement (the "Indemnity Agreement") dated October 2, 2006, whereby the Obligors could request that RLI issue (in its sole discretion RLI could issue) bonds on behalf of any of the Obligors and/or, among others, their subsidiaries, divisions, affiliated corporations or partnerships and/or joint ventures. The Obligors are jointly and severally liable for all such bonds issued by RLI. A copy of the Indemnity Agreement is attached hereto as Exhibit A.

Subsequent to the entry into the Indemnity Agreement, RLI issued three bonds (the "Bonds") pursuant to the terms of the Indemnity Agreement and which remained outstanding as of the date of the filing of this bankruptcy case. The Obligors are obligated to RLI in the principal sum of \$20,072,025.10 (representing the combined face amount of the Bonds), plus other items (accrued and accruing) as provided in the Indemnity Agreement or otherwise arising under or related to the Bonds. Copies of the Bonds are attached hereto as Exhibit B.

RLI has entered into reinsurance agreements within various entities regarding the Bonds issued by it. RLI files this Proof of Claim on its behalf as well as on behalf of the various entities with which it has entered into such agreements.

RLI reserves (i) the right to amend or otherwise supplement this Proof of Claim, (ii) any rights of recoupment and/or setoff it may possess (including secured status under section 506 of

the Bankruptcy Code) and (iii) any rights of subrogation it may possess (now existing or arising in the future). To the extent the rights of any entity to which RLI may be subrogated (now existing or arising in the future) entitles such entity to particular treatment in the bankruptcy case, including, but not limited to, secured, priority and/or administrative claim status, RLI hereby asserts its right to such treatment, and in addition to all other rights RLI possesses, it reserves the right to take all actions necessary appropriate to preserve and pursue such rights.



RLI Surety  
A Division of RLI Insurance Company  
P.O. Box 3087 Peoria IL 61612-3987  
Phone: 309-692-1000 Fax: 309-692-8637

# Commercial Surety General Indemnity Agreement

This Commercial Surety General Indemnity Agreement, made and entered into this 2<sup>nd</sup> day of OCTOBER, 2006, is executed by the Undersigned for the purpose of indemnifying from all losses and costs of any kind incurred by RLI INSURANCE COMPANY, as Surety (Surety is defined hereunder), in connection with any Bond (Bond is defined hereunder) for which RLI INSURANCE COMPANY now or hereafter become Surety for any of the following as Principal (Principal is defined hereunder):  
Erickson Retirement Communities, LLC

any subsidiary, division, affiliated corporation or partnership, and/or joint venture, now existing or hereafter formed or acquired, whether partially or wholly owned or controlled, and any other entity, individual or unrelated company for which a bond is requested in writing as fully as if the names and signatures of such subsidiaries or affiliates appeared herein as Undersigned

The liability and obligation of all signatories hereto shall be joint and several; and a default of any signatory in performance of any of its obligations to Surety under this or any other indemnity agreements shall constitute a default hereunder. The Undersigned acknowledge that they have substantial, material, and beneficial interest in obtaining bonds on behalf of various related Principal(s). In consideration of the execution of any such Bonds for Principal and as an inducement to such execution by Surety the Undersigned jointly and severally, agree as follows:

**1 DEFINITIONS** - The following definitions apply in this Agreement:

**Bond:** Any contractual obligation undertaken by Surety for Principal before or after the date of this Agreement and any renewal or extension of said obligation

**Principal:** The person(s) or entity(ies) set forth above or any one of them or any combination thereof, or their successors in interest, whether alone or in joint venture with others named herein or not.

**Surety:** RLI INSURANCE COMPANY, an Illinois corporation with its principal office in Peoria County, Peoria Illinois, and any other person(s) or entity(ies) which such Surety may procure to act as surety or as a co-surety on any Bond, or any other person or entity who executes a Bond at the request of Surety

**2 INDEMNITY**

**a Undersigned agrees to pay to Surety upon demand:**

- (i) all losses, costs, damages, attorneys' fees, costs of collection and expenses of whatever kind or nature which arise by reason of, or in consequence of, (i) the Surety having executed any Bond on behalf of the Principal, (ii) in enforcing this agreement against any of the undersigned (iii) in procuring or attempting to procure its release from liability or a settlement under any bond
- (ii) an amount sufficient to discharge any claim made against Surety on any Bond. This sum may be used by Surety to pay such claim or be held by Surety as collateral security against loss on any Bond.
- (iii) any premium due for any Bond; at a rate equal to that charged by the Surety for such Bond; and for any renewal premiums until such time as adequate proof is presented to the Surety discharging it from any further liability

**b Regarding claims against Surety:**

- (i) Surety shall have the exclusive right for itself and the Undersigned to determine whether any claim or suit upon any Bond shall on the basis of liability, expediency or otherwise, be paid, compromised, defended or appealed
- (ii) Surety shall have the right to incur such expenses in handling a claim as it shall deem necessary including but not limited to the expenses for investigative, accounting, technical and legal services.
- (iii) Surety shall have the foregoing rights irrespective of the fact that the Undersigned may have assumed or offered to assume the defense of the Surety upon such claim. In any claim or suit hereunder, an itemized statement of the aforesaid losses and expenses, sworn to by an officer of the Surety or the vouchers or other evidence of disbursement by Surety shall be prima facie evidence of the fact and extent of the liability hereunder of the Undersigned
- (iv) Repeated actions may be maintained by Surety on this instrument as breaches of it occur without any former action operating as a bar to any subsequent action.
- (v) Undersigned shall authorize Surety to join any and all of the Undersigned as defendants in any action, regardless of venue, against the Surety on account of any Bond, and to enforce the obligations hereunder directly against any of the Undersigned and without the necessity of first proceeding against the Principal

**3. GENERAL PROVISIONS**

- a. Surety may consent or refuse to consent to changes in a Bond but either action shall not effect the obligations of the Undersigned under this Agreement.



*[Handwritten Signature]*

INITIALS

10/2/06


DATE

- b. Surety shall have the right, at its option and in its sole discretion to issue or cancel or decline the execution of any Bond or renewal thereof
  - c. Until Surety has been furnished with conclusive evidence of its discharge without loss from any Bonds, and until Surety has been otherwise fully indemnified as hereunder provided, Surety shall have the right of free access to the books, records and accounts of the Undersigned for the purpose of examining and copying them. The Undersigned hereby authorize third parties, including but not limited to depositories of funds of the Undersigned, to furnish to Surety any information requested by Surety in connection with any transaction. Surety may furnish any information, which it now has or may hereafter acquire concerning the Undersigned, to other persons, firms or entities for the purpose of procuring co-suretyship or reinsurance or of advising such persons, firms, or entities as it may deem appropriate.
  - d. Surety shall have every right, defense, or remedy which a personal surety without compensation would have, including the right of exoneration, and the right of subrogation. Undersigned will, upon the request of the Surety, procure the discharge of Surety from any Bond and all liability by reason thereof. If such discharge is unattainable, Undersigned will, if requested by Surety, either deposit collateral with Surety, acceptable to Surety, sufficient to cover all exposure under such Bond or Bonds, or make provisions acceptable to Surety for the funding of the bonded obligation(s). Undersigned warrants that each of them is specifically and beneficially interested in obtaining each Bond and agree to pay the initial, renewal, and additional premiums thereon according to the Surety's current rate manual or rate filings recognizing that the initial premium is fully earned upon execution of each Bond. If the execution of this Agreement by any of the Undersigned shall be found defective or invalid for any reason, such defect or invalidity shall not affect the validity of this Agreement with respect to any other of the Undersigned. The invalidity of any provision of this Agreement by reason of the law of any state or by any other reason shall not affect the validity of any other provision of this Agreement.
  - e. Undersigned consents and agrees that any and all collateral deposited with Surety shall be available at the Surety's sole discretion as collateral security on any or all bonds heretofore or hereafter executed for or at the request of the Undersigned. If Undersigned provides Surety with a letter of credit or similar instrument as collateral, Undersigned hereby agrees that Surety may draw on such collateral to enforce provisions under section 2a of this Agreement, at any time, in whole or in part, for any reason, and to hold proceeds thereof as collateral to pay any obligations of the Undersigned arising hereunder. Any cash provided as collateral will be available, in the Surety's sole discretion, to pay any of the obligations arising hereunder. Any cash security held by Surety shall be deposited with a financial institution selected by the Surety in its sole discretion, in an account in the name of and exclusively controlled by the Surety Investment Income, if any, generated from such account, shall accrue to the benefit of the Undersigned providing the collateral. The Undersigned hereby grants to Surety a security interest or lien on any collateral including letters of credit or cash arising from draws thereunder, now or hereafter deposited with Surety
  - f. Liability of Undersigned hereunder shall not be affected by:
    - (i) the failure of the Principal to sign any Bond;
    - (ii) any claim that other indemnity or security was to have been obtained;
    - (iii) the release of any indemnity; and
    - (iv) the return or exchange of any collateral that may have been obtained.
  - g. This Agreement may not be changed or modified orally. No change or modification shall be effective unless specifically agreed to in writing. Surety shall have the right to fill in any blanks left herein and to correct any errors by filling in any blanks herein
  - h. This Agreement may be executed in multiple counterparts, and by the undersigned on separate counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. Delivery by telecopy of a signed counterpart of this Agreement shall be as effective as physical delivery
  - i. Undersigned consents and agrees that the laws of the State of Illinois shall apply to this Commercial Surety General Indemnity Agreement.
  - j. Undersigned consents and agrees to the jurisdiction of the courts located in Peoria County Peoria, Illinois for the enforcement of this Commercial Surety General Indemnity Agreement.
4. **TERMINATION** - This Agreement is a continuing obligation of Undersigned unless terminated by written notice to Surety as provided hereafter. In order to terminate liability as to future Bonds of Principal Undersigned must:
- a. give written notice of such termination by means of certified mail to Surety at its office as listed above; and
  - b. state in such notice the effective date (not less than thirty days after receipt thereof by Surety) of termination of such Undersigned's liability for future Bond(s). After the effective date of such termination by giving notice, Undersigned shall nonetheless be liable hereunder for Bond(s) executed or authorized prior to such date and renewals, substitutions and extensions thereof. Such termination of liability as to an Undersigned shall in no way affect the obligation of any other Undersigned who has not given notice as herein provided

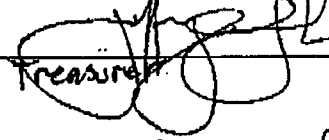
 INITIALS

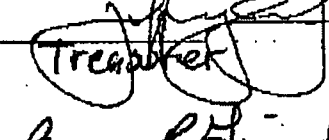
10/2/06 DATE

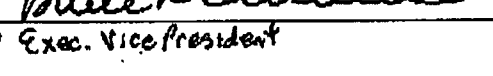
**CORPORATIONS - To be signed and attested to by authorized officers of the corporation**

Attest:   
Print Name  
And Title Exec. Vice President

Attest:   
Print Name  
And Title Treasurer

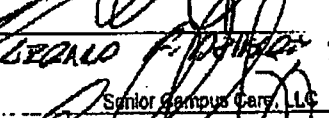
Attest:   
Print Name  
And Title Treasurer

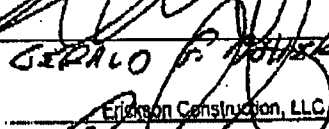
Attest:   
Print Name  
And Title Treasurer

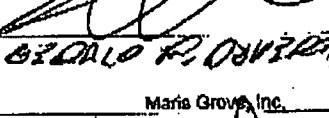
Attest:   
Print Name  
And Title Exec. Vice President

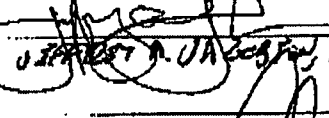
Erickson Retirement Communities, LLC  
By:  (Seal)

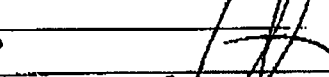
Print Name  
And Title GERALD F. DANIELS, EXEC. V.P.  
Senior Campus Services, LLC

By:  (Seal)  
Print Name  
And Title GERALD F. DANIELS, SECRETARY  
Senior Campus Care, LLC

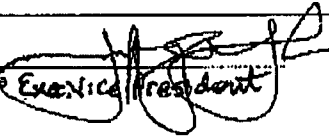
By:  (Seal)  
Print Name  
And Title GERALD F. DANIELS, SECRETARY  
Erickson Construction, LLC

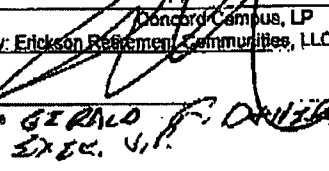
By:  (Seal)  
Print Name  
And Title GERALD F. DANIELS, SECRETARY  
Maris Grove, Inc.

By:  (Seal)  
Print Name  
And Title GERALD F. DANIELS, ATOR. TRS.

By:  (Seal)  
Print Name  
And Title

**PARTNERSHIPS - To be signed by Partner (or General Partner if a Limited Partnership)**

By:   
Print Name  
And Title Exec. Vice President

By: Erickson Retirement Communities, LLC General Partner  
By:  (Seal)  
Print Name  
And Title GERALD F. DANIELS, EXEC. V.P.

By: \_\_\_\_\_  
Print Name  
And Title

By: \_\_\_\_\_ (Seal)  
Print Name  
And Title

**INDIVIDUALS - Including Proprietorships**

By: \_\_\_\_\_  
Print Name

By: \_\_\_\_\_ (Seal)  
Print Name

By: \_\_\_\_\_  
Print Name

By: \_\_\_\_\_ (Seal)  
Print Name

By: \_\_\_\_\_  
Print Name

By: \_\_\_\_\_ (Seal)  
Print Name

**ALL SIGNATURES MUST BE NOTARIZED**

 INITIALS

10/2/06 DATE

State of Maryland  
 County of Anne Arundel  
 On October 2, 2006 before me, Dawn E. Hughes (here insert name) Notary Public, personally appeared Gerald F. Doherty personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me all that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.  
 Signature Dawn E. Hughes  
 DAWN E. HUGHES  
 NOTARY PUBLIC STATE OF MARYLAND  
 My Commission Expires February 23, 2009 (Seal)

State of Maryland  
 County of Anne Arundel  
 On October 2, 2006 before me, Dawn E. Hughes (here insert name) Notary Public, personally appeared Gerald F. Doherty personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me all that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.  
 Signature Dawn E. Hughes  
 DAWN E. HUGHES  
 NOTARY PUBLIC STATE OF MARYLAND  
 My Commission Expires February 23, 2009 (Seal)

ACKNOWLEDGEMENTS

State of Maryland  
 County of Anne Arundel  
 On October 2, 2006 before me, Dawn E. Hughes (here insert name) Notary Public, personally appeared Gerald F. Doherty personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me all that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.  
 Signature Dawn E. Hughes  
 DAWN E. HUGHES  
 NOTARY PUBLIC STATE OF MARYLAND  
 My Commission Expires February 23, 2009 (Seal)

State of Maryland  
 County of Anne Arundel  
 On October 2, 2006 before me, Dawn E. Hughes (here insert name) Notary Public, personally appeared Gerald F. Doherty personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me all that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.  
 Signature Dawn E. Hughes  
 DAWN E. HUGHES  
 NOTARY PUBLIC STATE OF MARYLAND  
 My Commission Expires February 23, 2009 (Seal)

State of Maryland  
 County of Anne Arundel  
 On October 2, 2006 before me, Dawn E. Hughes (here insert name) Notary Public, personally appeared Gerald F. Doherty personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me all that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.  
 Signature Dawn E. Hughes  
 DAWN E. HUGHES  
 NOTARY PUBLIC STATE OF MARYLAND  
 My Commission Expires February 23, 2009 (Seal)

GD INITIALS      10/2/06 DATE

State of Maryland

County of Anne Arundel

On October 2, 2006 before me, Dawn E. Hughes (here insert name) Notary Public, personally appeared Jeffrey A. Jacobson personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me all that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

DAWN E. HUGHES  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires February 23, 2009

Signature Dawn E. Hughes (Seal)

State of \_\_\_\_\_  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ (here insert name) Notary Public, personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me all that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature \_\_\_\_\_ (Seal)

State of \_\_\_\_\_  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ (here insert name) Notary Public, personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me all that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature \_\_\_\_\_ (Seal)

State of \_\_\_\_\_  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ (here insert name) Notary Public, personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me all that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature \_\_\_\_\_ (Seal)

State of \_\_\_\_\_  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ (here insert name) Notary Public, personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me all that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature \_\_\_\_\_ (Seal)

ACKNOWLEDGEMENTS

JA INITIALS

10/2/06 DATE



BOND

KNOW ALL MEN BY THESE PRESENTS,

THAT Maris Grove, Inc., as Principal, and RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois and authorized to transact surety business in the Commonwealth of Pennsylvania and having its executive office at 1800 JFK Boulevard, Suite 600, Philadelphia, Pennsylvania 19103, as Surety, are held and firmly bound unto THE COMMONWEALTH OF PENNSYLVANIA, INSURANCE DEPARTMENT, hereinafter referred to as Oblige, in the penal sum of Nineteen Million Nine Hundred and Sixty Nine Thousand Five Hundred And 00/100 Dollars. ( \$19,969,500.00) for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the construction of Maris Grove, Inc. as a continuing care retirement community is subject to the provisions of the Commonwealth of Pennsylvania Continuing Care Provider Registration and Disclosure Act of June 18, 1984, Title 40 P.S. §§3201-3225 (the "Act").

AND WHEREAS, in accordance with §3212 of the Act the Principal is entitled to post a bond in lieu of entrance fee escrow.

NOW THEREFORE, the condition of this obligation is such, that if said Principal shall fulfill its responsibilities as described in the provisions of §3212 of the Act, then this obligation is void; otherwise to remain in full force and virtue of law.

PROVIDED, HOWEVER, it shall be a condition precedent to any right of recovery hereunder, that in the event of any Default (as hereinafter defined) on the part of the Principal, a written statement of the particular facts showing the date and nature of such Default shall be immediately delivered to the Surety by registered mail at its Home Office in Illinois. Surety's liability under this bond shall in no event exceed the amount set forth herein. As used herein, a "Default" shall mean that a resident of the Applicable Building (as hereinafter defined) shall be due a refund of such resident's entrance fee in accordance with either the Act or such resident's Residence and Care Agreement, and the Principal fails to pay such refund in accordance with the terms of the Act or Residence Care Agreement.

PROVIDED, FURTHER, this bond shall apply only to the obligations in connection with fulfilling all requirements of §3212(2) of the Act regarding entrance fees for living units which have not been previously occupied in Residential Building 2.2 of Maris Grove, Inc. (the "Applicable Building").

PROVIDED, FURTHER, in accordance with §3212(2)(i) of the Act this bond shall be released upon receipt of Principal's certification to the Oblige that the Principal has

**EXHIBIT**

**B**

satisfied the aforementioned obligation, and the Obligee's written acknowledgement and acceptance of Principal's certification, which shall not be unreasonably withheld.

This bond may be terminated by Surety giving thirty (30) days prior notice in writing from the Surety to the Principal and said Obligee, such notice to be given by certified mail.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 1<sup>st</sup> day of May, 2009.

Witness:

\_\_\_\_\_  
Name: \_\_\_\_\_


Witness:

  
\_\_\_\_\_  
Name: Marion G. Collett

Maris Grove, Inc.  
(Principal)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

RLI Insurance Company  
(Surety)

By:   
\_\_\_\_\_  
Steven F. Johnson  
Attorney-in-Fact

KANSAS DEPARTMENT OF REVENUE  
ALCOHOLIC BEVERAGE CONTROL DIVISION

Topeka, Kansas 66623-2173  
(785) 368-8222

Bond No. CMS236153  
Liquor Excise  
Reg. No. \_\_\_\_\_

RETAIL LIQUOR DRINK SURETY TAX BOND

KNOW ALL MEN BY THESE PRESENTS:

That we Pioneer Pub, LLC LLC  
(Underline one entity type - Individual Proprietorship, Partnership, LLC or Corporation)  
with main office location at 13800 Metcalf Avenue Overland Park KS 66223  
(Street Address) (City) (State) (Zip)  
as Principal, and the RLI Insurance Company  
(Surety) a corporation authorized to transact business in Kansas, as  
surety, are held and firmly bound unto the STATE OF KANSAS in the sum of One Thousand Dollars and 00/100 dollars  
(\$ 1,000.00), lawful money of the United States, to the payment of which, well and truly to be made, we hereby bind  
ourselves, our heirs, executors, administrators, assigns, and successors firmly by these presents.

WHEREAS, the above-named principal has made application to the Director of Taxation for a Retail Liquor Drink Tax Certificate of  
Registration to operate a licensed establishment selling alcoholic liquor at 13800 Metcalf Avenue  
Overland Park (Street) (City), Kansas, and is subject to the Kansas Retail Liquor Drink Tax Act:

NOW, THEREFORE, the condition of this obligation is such that if the above-named principal shall well and faithfully comply with all  
of the provisions of the Kansas Retail Liquor Drink Tax Laws, Rules and Regulations relating to the payments of liquor drink tax and penalty  
due under the laws of this State of Kansas, then this obligation shall be void and of no effect; otherwise it shall be and remain in full force and  
effect. Such principal hereby authorizes employees of the Kansas Department of Revenue to disclose to the surety herein all matters relating  
to the tax guaranteed by this bond.

This obligation shall be a continuing obligation and shall remain in full force and effect until canceled by the principal and surety after  
having given thirty (30) days written notice to the obligee.

This bond is effective on and after the 30th day of October, 2007

Witness our hands at Baltimore, Maryland, this 30th day of October, 2007

RLI Insurance Company  
(Surety Name)  
1800 JFK Boulevard, Philadelphia, PA 19103  
(Street Address) (City, State) (Zip)

Pioneer Pub, LLC  
(Principal)  
913-945-2004  
(Phone Number of Principal)

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Signature of Principal)

By Steven T. Johnson Attorney-in-Fact  
(Bond shall be accompanied by power of attorney for attorney-in-fact.)

(Indicate Title: President, Vice-President, Partner, or Owner)

**Mechanic's Lien Release Bond**

Bond # CMS236158

KNOW ALL MEN BY THESE PRESENTS, That Erickson Construction, LLC of Baltimore, MD, as Principal, and the RLI Insurance Company, a corporation organized under the laws of the Illinois are held and firmly bound unto Enright Plumbing, Inc. for the purpose of defending against and discharging of record the hereinafter describing Mechanic's Lien, for which defense and payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

Sealed with our seals and dated the 18th day of April, 2008.

WHEREAS, there appears of record a Mechanic's Lien filed in Clerk of District Court, Johnson County, KS on or about the 13<sup>th</sup> day of March, 2008 in the amount of One Hundred One Thousand Five Hundred Twenty Five and 10/100 (\$101,525.10) Dollars and in favor of Enright Plumbing, Inc.

WHEREAS, said Mechanic's Lien is a lien on Tallgrass Creek Clubhouse Building CB1.0-- Lot 1, ERC CAMPUS, SECOND PLAT

NOW, THEREFORE, the condition of this obligation is such that if the above bounden Principal shall pay said Mechanic's Lien or defend against or otherwise secure its discharge of record and otherwise save harmless the said Environmental Mechanical Contractors, Inc., from all loss, cost or expense which he may suffer through the discharge of said Mechanic's Lien on the above property, not exceeding however, the sum of One Hundred One Thousand Five Hundred Twenty Five and 10/100 (\$101,525.10) Dollars, then this obligation shall be void, otherwise to remain full force and effect.

Erickson Construction, LLC

JUN 11 2008

By: \_\_\_\_\_  
Principal

RLI Insurance Company

By: \_\_\_\_\_  
Surety

Margaret A. Benjamin, Atty-in-Fact

Acknowledged before the subscriber, notary public, in and for the State of Maryland and County of Baltimore, this 18<sup>th</sup> day of April, 2008

My commission expires: July 1, 2010

\_\_\_\_\_  
Terry D. Reynolds, Notary

**Vinson & Elkins**  
ATTORNEYS AT LAW

VINSON & ELKINS L.L.P.  
2300 FIRST CITY TOWER  
1001 FANNIN STREET  
HOUSTON, TEXAS 77002-6760  
TELEPHONE (713) 758-2222  
FAX (713) 758-2346  
www.velaw.com

Cindy Whitman  
Direct Dial 713-758-2509  
Direct Fax 713-615-5093  
cwhitman@velaw.com

February 22, 2010

**VIA FEDERAL EXPRESS**

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

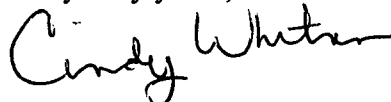
Re: Erickson Retirement Communities, LLC; Case No. 09-37010  
In the U.S. Bankruptcy Court for the Northern District of Texas

Dear Sir or Madam:

Please find enclosed one original and two copies of the Proof of Claim of RLI Insurance Company to be filed in the above-referenced bankruptcy case. Please file-stamp the acknowledgment copy and return it to my attention in the enclosed envelope provided herein.

Thank you for your assistance in regard to this matter.

Very truly yours,



Cindy Whitman  
Paralegal to  
John West

Enclosures

US 279857v1