

UNITED STATES BANKRUPTCY COURT for the Northern District of Texas **PROOF OF CLAIM**

Name of Debtor: **ERICKSON RETIREMENT COMMUNITIES, LLC** Case Number: **09-37010**

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

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

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

Name and address where notices should be sent: **c/o Jack R. Pigman
Porter Wright Morris & Arthur LLP
41 South High Street
Suites 2800-3200
Columbus, OH 43215-6194
614-227-2119**

Telephone number: _____

**Court Claim Number: _____
(If known)**

Filed on: _____

Name and address where payment should be sent (if different from above):
**RECEIVED
FEB 24 2010**

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: **\$ 3,069,621.78 plus unpaid interest**

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

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

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

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

Specify the priority of the claim.

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

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

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

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

Nature of property or right of setoff: 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: \$ _____

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)().

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: _____


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.*

Date: **2/2/10**

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

Tracy Pancost, SVP
Tracy Pancost, Senior Vice President

FOR COURT USE ONLY
Erickson Ret. Comm. LLC

01030

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:	§	Case No. 09-37010 (SGJ)
	§	
ERICKSON RETIREMENT	§	Chapter 11
COMMUNITIES, LLC, <i>et al.</i>	§	
	§	(Jointly Administered)
Debtors.	§	

ATTACHMENT TO HILLCREST BANK'S PROOF OF CLAIM

1. HILLCREST BANK ("Hillcrest") submits this attachment in support of its separate claims against Columbus Campus, LLC ("Campus") and Erickson Retirement Communities, LLC ("Erickson").

2. On or about April 16, 2008, Campus entered into a Construction Loan Agreement (the "Loan Agreement," attached to KeyBank National Association's proof of claim filed in Case No. 09-37019 (the "KeyBank Proof of Claim") as Exhibit 1) with Hillcrest and various other lenders (collectively, "Lenders"), whereby Campus applied to Lenders for a revolving loan and letter of credit facility in the aggregate principal amount of \$90,000,000.00.

3. Pursuant to the Loan Agreement, on or about April 16, 2008, Campus executed and delivered to Hillcrest a Revolving Loan Note (the "Hillcrest Revolving Note") in the original principal amount of \$5,000,000. (Exhibit A attached to Hillcrest's proof of claim filed in Case No. 09-37019). Campus similarly executed Revolving Loan Notes in favor of each of the other Lenders (together with the Hillcrest Revolving Note, the "Revolving Notes").

4. To secure the payment of its obligations owing under the Loan Agreement and related documents, including those evidenced by the Revolving Notes, Campus executed an Open-End Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing (hereinafter the "Mortgage"), pledging as collateral its interest in (a) the property described

therein, commonly known as "Hickory Chase" located at 4383 Davidson Road, Hilliard, Franklin County, Ohio , and (b) all personal property located at Hickory Chase (collectively, the "Collateral"). The Mortgage was recorded on April 22, 2008 with the Recorder of Franklin County, Ohio as Instrument Number 200804220061335 (Exhibit 4 attached to the KeyBank Proof of Claim). Financing statements perfecting Lenders' security interest in the real property were filed with the Maryland Department of Assessments and Taxes on March 27, 2008 as financing statement number 181337670, and with the Franklin County Recorder on April 14, 2008 as financing statement number 200804140056782 (Exhibit 5 attached to the KeyBank Proof of Claim).

5. In consideration of the extensions of credit under the Loan Agreement and related documents, on or about April 16, 2008, Erickson executed and delivered to Lenders a Guaranty Agreement (hereinafter the "Guaranty") (Exhibit 6 attached to the KeyBank Proof of Claim). The Guaranty provides that, among other things, Erickson unconditionally guarantees when due, the prompt and full payment of all of Campus' obligations owing under the Loan Agreement and related documents, including those evidenced by the Revolving Notes.

6. Prior to July 20, 2009, Campus had defaulted on each of the Revolving Notes.

7. As of October 19, 2009, Campus and Erickson owed Hillcrest under the Loan Agreement, Hillcrest Revolving Note and related documents \$2,949,382.72 in principal, \$118,018.09 in accrued interest, \$2,220.96 in an unused commitment fee, for a total of \$3,069,621.78. In addition to these liquidated amounts, Campus and Erickson owe Hillcrest (a) an unliquidated amount arising from Campus' and Erickson's obligations to reimburse the Lenders for costs and legal fees associated with enforcing their rights ("Enforcement Costs") under the Loan Agreement, Hillcrest Revolving Note and related documents, and (b) costs and

expenses incurred by Hillcrest for security, utilities, weatherproofing, and taxes relating to the protection of the Collateral (collectively, "Protective Advances"). Lenders reserve their right to assert administrative expense claims under 11 U.S.C. § 503(b) for all Protective Advances incurred postpetition.

8. To the extent Hillcrest's claim against Campus is over secured, Hillcrest's claim shall continue to accrue fees and interest post-petition and Hillcrest reserves the right to make a claim for all such fees and interest until the Hillcrest claim is paid in full. To the extent Hillcrest's claim against Campus is undersecured, Hillcrest hereby asserts an unsecured claim under § 506(a)(1) of the Bankruptcy Code for any unsecured portion of the amounts claimed herein. Hillcrest's claim against Erickson is an unsecured claim.

9. The filing of this proof of claim is not intended and should not be construed as (a) a statement of all claims or facts supporting the claims of Hillcrest, (b) an election of remedies, (c) a waiver of any past, present, or future default or events of default, or (d) a waiver or limitation of any rights, claims or causes of action of Hillcrest.

10. Hillcrest does not waive, and expressly reserves, all rights, claims and remedies at law or in equity that Hillcrest, or the Lenders, whether individually or collectively, have or may have against the Debtors and/or any of the Debtors' affiliates and subsidiaries, or any other person or entity.

11. This proof of claim is not subject to any set-off or counterclaim. Hillcrest reserves all rights to set-off and recoupment which it may have.

12. Hillcrest also reserves the right to amend or supplement this claim in any respect, in any manner and for any purpose. Furthermore, Hillcrest reserves the right to amend or

supplement this claim after the last date set for filing claims in this proceeding and/or contest the valuation of the Debtors' collateral securing this claim.

13. In submitting this claim, Hillcrest does not submit to the jurisdiction of this Court for any purpose other than with respect to its claims.

B. Gale Heaney
Paralegal
gheaney@porterwright.com

Porter Wright
Morris & Arthur LLP
41 South High Street
Suites 2800-3200
Columbus, Ohio 43215-6194

Direct: 614-227-2065
Fax: 614-227-2100
Toll free: 800-533-2794
www.porterwright.com

porterwright

CINCINNATI
CLEVELAND
COLUMBUS
DAYTON
NAPLES
WASHINGTON, DC

February 23, 2010

VIA OVERNIGHT DELIVERY

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

RECEIVED

FEB 24 2010

BMC GROUP

Re: Erickson Retirement Communities, LLC. Case No. 09-37010-11

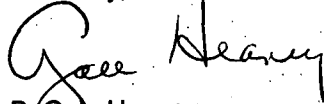
Dear Sirs:

Enclosed please find six (6) Proofs of Claims and a copy of each, which we would like filed in this matter on behalf of the following creditors:

1. KeyBank National Association
2. Fifth Third Bank
3. Hillcrest Bank
4. Wilmington Trust FSB
5. Arvest Bank successor to Solutions Bank; and
6. First Commonwealth Bank

Please file the claims in the appropriate records of your office and return time stamped or received copies to the undersigned in the envelope provided. If you should have any questions, please contact me at 1-800-577-2319.

Sincerely,



B. Gale Heaney
BGH:bgh

Enclosures

CC: Jack R. Pigman, Esq.
Andrew S. Nicoll, Esq.