
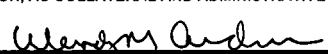


**MASTER CLAIM FILED BY AGENT PURSUANT TO CLAIMS PROTOCOL ORDER  
ENTERED FEBRUARY 8, 2010**

B 10 (Official Form 10) (12/08)

UNITED STATES BANKRUPTCY COURT      Northern District of Texas		<b>PROOF OF CLAIM</b>
Name of Debtor: <b>CONCORD CAMPUS, LP</b>		Case Number: <b>09-37020</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): <b>PNC Bank, National Association, As Collateral and Administrative Agent (Master Claim)</b>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent: <b>PNC Bank, National Association, Mail Stop: C3-CA01-19-1 Two Hopkins Plaza, 19th Floor, Baltimore, MD 21201 Attn: Wendy Andrus, Vice President</b>  Telephone number: <b>(410) 237-5923</b>		Court Claim Number: _____ (If known)
Name and address where payment should be sent (if different from above): <b>PNC Bank, National Association, As Collateral And Administrative Agent Mail Stop: C3-CA01-19-1, Two Hopkins Plaza, 19th Floor, Baltimore, MD 21201 Attn: Wendy Andrus, Vice President</b>  Telephone number: <b>(410) 237-5923</b>		<input checked="" 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.  <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:      \$      <u>64,430,848.05**</u></b>  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.  <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>  Specify the priority of the claim.
<b>2. Basis for Claim: <u>SEE ATTACHED</u></b> (See instruction #2 on reverse side.)		<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).
<b>3. Last four digits of any number by which creditor identifies debtor: _____</b>  <b>3a. Debtor may have scheduled account as: _____</b> (See instruction #3a on reverse side.)		<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).
<b>4. Secured Claim (See instruction #4 on reverse side.)</b> 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: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe: <b>SEE ATTACHED</b>  Value of Property: \$ <u>TBD</u> Annual Interest Rate <u>SEE ATTACHED</u> %  Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ <u>SEE ATTACHED</u> Basis for perfection: <u>SEE ATTACHED</u>  Amount of Secured Claim: \$ <u>64,430,848.05</u> Amount Unsecured: \$ _____ plus interest, late charges, fees and attorneys' fees continuing to accrue		<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5).  <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).  <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8).  <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(____).  Amount entitled to priority: \$ _____
<b>6. Credits:</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		*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.
<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.) <b>SEE ATTACHED</b> DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.  If the documents are not available, please explain:		FOR COURT USE ONLY  <b>Erickson Ret. Comm. LLC</b>  01045
Date: <u>2/23/10</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 address above. Attach copy of power of attorney, if any.  PNC BANK, NATIONAL ASSOCIATION, AS COLLATERAL AND ADMINISTRATIVE AGENT By: Wendy Andrus, Vice President 	

*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 MASTER PROOF OF CLAIM

In re Concord Campus, LP, Case No. 09-37020

PNC Bank, National Association (“PNC”), files this Proof of Claim in its capacity as Administrative and Collateral Agent for the Banks (defined below) 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**”), and in its capacity as the holder of the Cross Tri-Party Agreement dated as of May 31, 2007, described in more detail below:

ASHBURN CAMPUS, LLC (“**Debtor Landowner**”) is 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 Debtor Landowner. The Construction Loan is evidenced by the Amended And Restated Revolving Loan Notes dated as of May 31, 2007 in the aggregate original principal amount of \$125,000,000.00 (collectively, the “**Construction Note**”). The obligations in connection with the Construction Loan are secured by, among other things, an Amended And Restated Deed Of Trust, Assignment Of Rents And Leases, Security Agreements, And Fixture Filing (the “**Construction Deed of Trust**”) filed in the Land Records of the Circuit Court for Loudoun County, Virginia as Instrument No. 20070612-004111, as set forth more fully in the Proofs of Claim filed by the Administrative Agent in the bankruptcy case of the Debtor Landowner in connection with the Construction Loan, accompanied by the Exhibits contained in that CD-ROM labeled “Exhibit CD Related to Various Proofs of Claim Ashburn Campus/Ashby Ponds Project” (the “**Construction Loan CD**”). The Construction Note, Construction Deed of Trust, and all documents executed in connection therewith shall be referred to herein as the “**Construction Loan Documents**”.

This Proof of Claim is submitted under and in connection with the rights of the Administrative Agent on behalf of the Banks under the Cross Tri-Party Agreement dated as of May 31, 2007 (the “**Cross Tri-Party Agreement**”) among Strategic Concord Landowner, LP (“**Strategic Concord**”), Debtor Landowner, and the Administrative Agent for the Lenders recorded among the Land Records of Loudoun County, Virginia as Instrument No. 20070612-0044118. The Cross Tri-Party Agreement is provided on the Construction Loan CD as Exhibit 19.

As further set forth in the Cross Tri-Party Agreement, Concord Campus, LP (“**Concord**”), an affiliate of Debtor Landowner and the Debtor in the Bankruptcy Case styled as *In re Concord Campus, LP*, Case No. 09-37020 (“**Concord Bankruptcy Case**”), entered into

the "Concord Ground Lease Transaction" as such term is defined in the Cross Tri-Party Agreement, between Concord and Strategic Concord. In connection with the Concord Ground Lease Transaction and as security therefore, among other things, Debtor Landowner granted to Strategic Concord the Indemnity Deed Of Trust, Assignment Of Rents And Leases, Security Agreement, And Fixture Filing between Strategic Concord and Debtor Landowner dated May 31, 2007 ("**Strategic Deed of Trust**") recorded among the Land Records of Loudoun County, Virginia as Instrument No. 20070612-0044116. The Strategic Deed of Trust encumbers the same land encumbered by the Construction Deed of Trust. The Strategic Deed of Trust is provided on the Construction Loan CD as Exhibit 19.

Debtor Landowner and Strategic Ashby Ponds Lender, LLC ("**Strategic Ashby Ponds**") entered into the "Ashburn Junior Loan Agreement" (as such term is defined in the Cross Tri-Party Agreement) pursuant to which Strategic Ashby Ponds made the "Ashburn Junior Loan" (as such term is defined in the Cross Tri-Party Agreement). In connection with the Ashburn Junior Loan, and as security therefore, Concord granted to Strategic Ashby Ponds the Leasehold Mortgage, Assignment Of Rents And Leases, Security Agreement, And Fixture Filing dated May 31, 2007 ("**Concord Junior Mortgage**") and recorded among the Land Records of Delaware County, Pennsylvania as Instrument No. 2007053484 in RD book 04129, page 0216. A copy of the Concord Junior Mortgage is provided as Exhibit 20 contained in the CD-ROM labeled "Exhibit CD Related to Various Proofs of Claim Concord Campus/Maris Grove Project" accompanying the Proof of Claim filed by the respective Administrative Agent in the Concord Bankruptcy Case (the "**Concord Construction Loan CD**").

The Concord Ground Lease Transaction and the Ashburn Junior Loan are referred to herein and further described and defined in the Cross Tri-Party Agreement as the "**Cross Transactions**". As a condition precedent to obtaining the consents of the Administrative Agent to the Cross Transactions, the Administrative Agent required the execution and delivery of the Cross Tri-Party Agreement.

By filing this Proof of Claim, the Administrative Agent, on behalf of the Banks, hereby preserves all right, title and interest of the Banks pursuant to, and described in and evidenced by, and all claims against Strategic Concord under, the Cross Tri-Party Agreement, *inter alia*, subordinating all of the obligations of payment and performance owed to Strategic Concord by Debtor Landowner to the obligations owed by Debtor Landowner 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 Debtor Landowner 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 Strategic Deed of Trust and the Guaranty Agreement between Strategic Concord and Debtor Landowner dated as of May 31, 2007, and as further evidenced by the UCC-1 Financing Statement filed 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 Cross Tri-Party Agreement, collectively "**Strategic Concord Tri-Party Documents**"). Copies of the Strategic Concord Tri-Party Documents (as further described in the Construction Loan Claim) are provided on the Construction Loan CD as Exhibit 19.

The Administrative Agent on behalf of the Banks, under the Strategic Concord Tri-Party Documents, hereby claims all amounts owed by Debtor Landowner to Strategic Concord.

Prior to October 19, 2009 (the "Petition Date"), Debtor Landowner defaulted on its payment obligations to the Banks under the terms and conditions of the Construction Loan Documents. As of Petition Date, the amounts owed to each Bank under the Construction 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
<b>Total (as of Petition Date):</b>	<b><u>\$5,158,182.65</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

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
<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)*

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
<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)*

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 Construction 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 Construction 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. <u>TD Bank, National Association, Successor to Commerce Bank</u>	
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. <u>The Bank of Glen Burnie</u>	
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. <u>Wachovia 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 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. Wells Fargo 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 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. Wilmington Trust FSB

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 Construction 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 secured claims against Debtor Landowner in accordance with the terms of the Construction Loan Documents and applicable law, (i) all post-petition interest and late charges that accrue under the Construction 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 Construction Loan Documents and the enforcement of rights and

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

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 Debtor Landowner under the Construction 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 Construction 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.

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 the Construction Loan CD and the Concord Construction Loan CD, and are incorporated herein by reference.

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February 24, 2010

WILMINGTON OFFICE:  
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901 MARKET STREET  
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VIA HAND DELIVERY

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

Concord  
no CD

Re: Debtor: Concord Campus, LP  
Case No.: 09-37020  
Creditor: PNC Bank, National Association, As Collateral and  
Administrative Agent


Dear Sir or Madame:

Enclosed for filing in the above-referenced bankruptcy case is a Proof of Claim by PNC Bank, National Association, As Collateral and Administrative Agent ("Creditor"). The Proof of Claim consists of: (1) the original, fully executed Proof of Claim cover sheet; (2) the Rider to the Proof of Claim cover sheet, and (3) the Exhibits to the Rider to Proof of Claim contained on the CD-ROM submitted with the corresponding claim for this Debtor, submitted by PNC Bank, National Association, as Collateral and Administrative Agent for the Creditor, and on the CD-ROM submitted by the respective Administrative Agent for the Creditor in the Bankruptcy Case styled In Re Ashburn Campus, LLC, Case No. 09-37018 pursuant to the *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.

Please file the Proof of Claim in the Debtor's bankruptcy case, date stamp the enclosed copy of the Proof of Claim cover sheet, and return it to the person delivering this package.

Thank you for your attention to this matter. Please do not hesitate to call me if you have any questions.

Very truly yours,

  
Jean Sheffic Bilodeau  
Counsel for PNC Bank, National Association

Enclosures  
JSB:lb