


**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>ERICKSON CONSTRUCTION, LLC</b>		Case Number: <b>09-37016</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.  Court Claim Number: _____ (If known)  Filed on: _____
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: (410) 237-5923		
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: (410) 237-5923		<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.
1. Amount of Claim as of Date Case Filed:      \$ <u>66,774,649.80**</u>  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.		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.  <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).  <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).  <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: \$ _____  *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: <u>SEE ATTACHED</u> (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: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe: <u>SEE ATTACHED</u>  Value of Property: \$ <u>TBD</u> Annual Interest Rate _____ %  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>66,774,649.80</u> ,      Amount Unsecured: \$ _____ plus interest, late charges, fees and attorneys' fees continuing to accrue		
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.) <u>SEE ATTACHED</u> DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.  If the documents are not available, please explain:		
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: <u>Wendy Andrus, Vice President</u>		<b>FOR COURT USE ONLY</b>  Erickson Ret. Comm. LLC  01049

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, L.P., Case No. 09-37020*  
*In re Erickson Retirement Communities, LLC, Case No. 09-37010*  
*In re Erickson Group, LLC, Case No. 09-37015*  
*In re Concord Campus GP, LLC, Case No. 09-37021*  
*In re Erickson Construction, LLC, Case No. 09-37016*

CONCORD CAMPUS, L.P. ("**Concord**"), ERICKSON RETIREMENT COMMUNITIES, LLC ("**ERC**"), ERICKSON GROUP, LLC ("**Erickson Group**"), CONCORD CAMPUS GP, LLC ("**Concord GP**"), ERICKSON CONSTRUCTION, LLC ("**Erickson Construction**") are each indebted to Abington Bank, Citizens Bank of Pennsylvania, First National Bank of Pennsylvania, Successor In Interest to The Legacy Bank, Manufacturers and Traders Trust Company, Manufacturers and Traders Trust Company, Successor by Merger to Provident Bank of Maryland, National Penn Bank, PNC Bank, National Association, Successor to Mercantile-Safe Deposit and Trust Company, Sandy Spring Bank, Univest National Bank and Trust Co., and Wachovia Bank, National Association, each in its capacity as a Lender, (each a "**Lender**" and collectively, "**Lenders**"), PNC Bank, National Association, successor to Mercantile-Safe Deposit and Trust Company in its capacity as issuer of letters of credit (in such capacity, "**LC Issuer**"), and PNC Bank, National Association, Successor to Mercantile-Safe Deposit and Trust Company, in its capacity as Collateral and Administrative Agent for the Lenders and the LC Issuer ("**Administrative Agent**," and together with the Lenders, and the LC Issuer, collectively, "**Banks**"), under and/or in connection with a credit facility providing for revolving loans and issuance of letters of credit ("**Construction Loan**") that the Lenders and the LC Issuer extended to Concord.

PNC Bank, National Association, files this Proof of Claim on its own behalf in its capacities as a Lender and the LC Issuer, 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 are Exhibits to this Rider to Proof of Claim are submitted to the Court in electronic format on a CD-ROM labeled "Exhibit CD Related to Various Proofs of Claim Concord Campus/Maris Grove Project" ("**Exhibit CD**") enclosed with the "Master Claim Filed By Agent Pursuant to Claims Protocol Order Entered February 8, 2010" ("**Administrative Agent's Claim**") and are incorporated herein by reference.

1. The obligations of Concord, ERC, Concord GP, Erickson Group, and Erickson Construction 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 November 1, 2005 (each a "**Revolving Loan Note**" and collectively, "**Revolving Loan Notes**")

executed and delivered by Concord 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 \$5,000,000.00 payable to the order of Abington Bank;
- ii. Revolving Loan Note in the stated principal amount of \$7,000,000.00 payable to the order of Citizens Bank of Pennsylvania;
- iii. Revolving Loan Note in the stated principal amount of \$2,000,000.00 payable to the order of First National Bank of Pennsylvania, Successor In Interest to The Legacy Bank;
- 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 \$5,000,000.00 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 \$3,000,000.00 payable to the order of National Penn Bank;
- vii. 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;
- viii. Revolving Loan Note in the stated principal amount of \$10,000,000.00 payable to the order of Sandy Spring Bank;
- ix. Revolving Loan Note in the stated principal amount of \$8,000,000.00 payable to the order of Univest National Bank and Trust Co.; and
- x. Revolving Loan Note in the stated principal amount of \$10,000,000.00 payable to the order of Wachovia Bank, National Association.

b. The Construction Loan Agreement dated as of August 30, 2005, by and between Concord, the Administrative Agent, the Lenders parties thereto from time to time, and the LC Issuer, as amended and modified pursuant to the First Comprehensive Amendment to Loan Documents dated as of November 1, 2005, Assignment and Acceptances dated to be effective as of November 1, 2005 with respect to each of the Lenders listed above, the Amendment to Loan Agreement dated as of August 28, 2006, 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 irrevocable letter of credit no. 18106171-00-000 (formerly no. 8069) in the originally stated amount of \$545,841.72 issued on November 25, 2005, by the LC Issuer in favor of Concord Township Sewer Authority, as amended, as further evidenced by the Application for Irrevocable Letter of Credit dated November 22, 2005 by Concord to and for the benefit of the LC Issuer for such letter of credit, and the Indemnification Agreement dated as of

November 22, 2005 by Concord for the benefit of the LC Issuer and its successors and assigns, and the irrevocable letter of credit no. 18106910-00-000 (formerly no. 8403) in the originally stated amount of \$146,909.90, issued on February 23, 2007 by the LC Issuer in favor of Concord Township Sewer Authority, as amended, as further evidenced by the Application for Irrevocable Letter of Credit dated February 15, 2007 by Concord to and for the benefit of the LC Issuer for such letter of credit, and the Indemnification Agreement dated February 15, 2007 by Concord for the benefit of the LC Issuer and its successors and assigns (all of the foregoing, as amended from time to time, collectively "**LC Documents**"), further evidencing the Letters of Credit (as defined in the Construction Loan Agreement) issued under the Construction Loan and Construction Loan Agreement.

d. The Guaranty Agreement dated as of August 30, 2005 by and between ERC, Erickson Group, and Concord GP, and the Administrative Agent for the Lenders and LC Issuer ("**Guaranty**").

e. The Subordination Agreement dated as of August 30, 2005 in favor of the Administrative Agent for the Lenders and LC Issuer by Erickson Construction as creditor and by Concord, ERC, Erickson Group, and Concord GP ("**Erickson Construction Subordination**").

f. The Subordination Agreement dated as of August 30, 2005 in favor of the Administrative Agent for the Lenders and LC Issuer by Erickson Group, John C. Erickson and Nancy A. Erickson, as creditors, and by Concord, ERC, Erickson Group, and Concord GP ("**Erickson Group Subordination**").

True and correct copies of the Revolving Loan Notes, the Construction Loan Agreement, the LC Documents, and the Guaranty are provided on the Exhibit CD as **Exhibit 1**, **Exhibit 2**, **Exhibit 3**, and **Exhibit 4**, 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 5**. The Erickson Group Subordination together with other documents comprising the Erickson Group Subordination Documents (defined below) are provided on the Exhibit CD as **Exhibit 6**.

2. The indebtedness and obligations that are owed to the Banks by Concord, ERC, Erickson Group, Concord GP, and Erickson Construction under the Revolving Loan Notes, the Construction Loan Agreement, the LC Documents, the Guaranty, the Erickson Construction Subordination, and the Erickson Group Subordination, are secured by, *inter alia*, various assets of Concord, ERC, Erickson Group, Concord GP, Erickson Construction, 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 partnership (general and limited) and other equity interests in Concord ("**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 Partnership Interest Pledge Agreement dated as of August 30, 2005 by and between Concord GP and ERC, as pledgors, and the Administrative Agent, as secured party ("**Pledge Agreement**"); (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. 181241231, Liber U00401, folio 1104; and (iii) UCC-1 Financing Statement against Concord GP, 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. 181242984 ("**Concord GP Financing Statement**").

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 Concord, 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 "Maris Grove" ("**Retirement Community**") and located upon the land consisting of approximately 90 acres on Route 322 in Concord Township, Delaware County, Pennsylvania and more particularly described in Exhibit A attached to the Mortgage (as defined below) ("**Land**"), all leases, rents, profits arising from the aforesaid property, and all other rights, titles, and interests of Concord in and to such property pursuant to, and as described in and evidenced by: (A) the Open-End Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of August 30, 2005 by Concord to the Administrative Agent for the Lenders and LC Issuer, recorded among the Land Records of Delaware County, Pennsylvania as instrument no. 2005083966 in RD Book 03586, page 2069 ("**Mortgage**"); (B) the Assignment of Rents and Leases dated as of August 30, 2005 by Concord to the Administrative Agent for the Lenders and LC Issuer, recorded among the Land Records of Delaware County, Pennsylvania as instrument no. 2005083967 in RD Book 03586, page 2124; (C) the Environmental Compliance Certificate and Agreement dated as of August 30, 2005 by Concord and ERC, in favor of the Administrative Agent for the Lenders and LC Issuer; 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 Concord'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 Concord 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 Concord 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 August 30, 2005 by Concord, ERC, and Concord GP in favor of the Administrative Agent for the Lenders and LC Issuer ("**Security Agreement**"), (B) the LC Documents, (C) the Mortgage Security Documents, and (D) the UCC-1 Financing Statement against Concord, 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. 181241225, in Liber U00401, folio 1088, and the UCC-1 Financing Statements against Concord, as debtor, in favor of the Administrative Agent, as secured party, recorded among the Land Records of Delaware County, Pennsylvania as instrument no. 2005083379 in RD Book 03585, page 0344, and instrument no. 2005083968 in RD Book 03586-2162 (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), all right, title, and interest in the "**Development Documents,**" as defined and described in the Assignment of Development 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 Marks, Thomas & Associates, Inc. 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 Concord, ERC, or GP 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 Development Documents and Supplemental Security Agreement dated as of August 30, 2005 by Concord and ERC in favor of the Administrative Agent for the Lenders and LC Issuer ("**Assignment of Development Documents**"), (B) the Collateral Assignment of Project Documents dated as of August 30, 2005 by Concord and ERC to the Administrative Agent for the Lenders and LC Issuer ("**Assignment of Project Documents**"), (C) General Contractor's Agreement to Complete dated as of November 23, 2005 by Erickson Construction for the benefit of the Administrative Agent for the Lenders and LC Issuer, the Architect's Agreement to Complete dated as of August 18, 2005 by Marks, Thomas & Associates, Inc. for the benefit of the Administrative Agent for the Lenders and LC Issuer, the Engineer's Agreement to Complete dated as of August 30, 2005 by Bohler Engineering, Inc. for the benefit of the Administrative Agent for the Lenders and LC Issuer, and the Landscape Architect's Agreement to Complete dated as of August 22, 2005 by MKW + Associates, LLC for the benefit of the Administrative Agent for the Lenders and LC Issuer, (collectively, "**Completion Agreements**"), (D) the Mortgage Security Documents, (E) Security Agreement, and (F) 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 Maris Grove, 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 Concord, 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, and 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, and all "**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 Concord 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 August 30, 2005 by the Tenant in favor of Concord ("**Tenant Security Agreement**"), all of which were collaterally assigned by Concord to the Administrative Agent for the Lenders and LC Issuer, and as evidenced by the UCC-1 Financing Statement against the Tenant, as debtor, in favor of Concord, as secured party, recorded among the financing statement records of the Pennsylvania Secretary of the Commonwealth as filing no. 2005091300499 and assigned by Concord to the Administrative Agent for the Lenders and LC Issuer pursuant to the UCC Financing Statement Amendment recorded among the financing statement records of the Pennsylvania Secretary of the Commonwealth as filing no. 2005091505900 and as amended by a UCC Financing Statement Amendment recorded among the financing statement records of the Pennsylvania Secretary of the Commonwealth as filing no. 2005111800735, and the UCC-1 Financing Statement against the Tenant, as debtor, in favor of Concord, as secured party, recorded among the Land Records of Delaware County, Pennsylvania as instrument no. 2005083970 in RD Book 03586, page 2220 et seq., assigned by Concord to the Administrative Agent pursuant to the UCC Financing Statement Amendment recorded among the Land Records of Delaware County, Pennsylvania as instrument no. 2005083971 in RD Book 03586, page 2249 (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 Maris Grove, Inc. dated as of August 30, 2005 ("**MG Consent**"), and (D) Agreement Regarding Bank Branch dated as of August 30, 2005 by Tenant ("**Bank Branch Agreement**").

d. 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 Concord, 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), 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. 181241231, Liber U00401, folio 1104, among the Land Records of Delaware County, Pennsylvania as instrument no. 2005083969 in RD Book 03586, page 2191 et seq., and among the Land Records of Delaware County, Pennsylvania as instrument no. 2005083378 in RD Book 03585, page 0340 et seq (collectively, "**ERC Financing Statements**");

ii a first-priority, duly perfected security interest and lien in, to and against all of ERC's assets, including but not limited to, accounts (including but not limited to accounts receivable and notes receivable arising from loans made to, or from the lease of property to Tenant, 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), licenses, cash and deposits, bank accounts, deposit 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, (B) the LC Documents, and (C) the ERC Financing Statements; and

iii. first-priority, duly perfected security interests, pledges, 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 Marks, Thomas & Associates, Inc. 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 Concord 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 Development Documents, (B) the Assignment of Project Documents, (C) Completion Agreements, (D) the Security Agreement, and (E) the ERC Financing Statements.

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

i. a first-priority, duly perfected security interest and lien in, to and against all of the assets of Concord GP, including but not limited to, 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), licenses, cash and deposits, bank accounts, deposit 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 Concord GP 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 Concord GP is entitled to receive under the Community Loan Documents, 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 Concord GP Financing Statement; and

ii. first-priority, duly perfected security interests, pledges, 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 Marks, Thomas & Associates, Inc. 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 Concord, ERC, or Concord GP or used in connection with the Retirement Community pursuant to, and as described in and evidenced by (A) the Assignment of Development Documents, (B) the Assignment of Project Documents, (C) Completion Agreements, (D) Security Agreement, and (E) the Concord GP Financing Statement.

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 and LC Issuer 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. 181241229, Liber U00401, folio 1100, and among the financing statement records of the Florida Secured Transactions Registry as document no. 200500576791, 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. 181241228, Liber U00401, folio 1096 (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 August 30, 2005 ("**MG Subordination**") by Tenant, and the duly perfected security interests, pledges, assignments, and other liens held by the Administrative Agent for the Lenders and LC Issuer in and to the "Subordinated Indebtedness" as defined in the MG 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 MG 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 Pennsylvania Secretary of the Commonwealth as filing no. 2005091300487, and all right, title and interest of the Tenant in, to and under the Junior Mortgage (as such term is defined below) pursuant to the Collateral Assignment of Junior Mortgage dated as of August 30, 2005 by the Tenant to the Administrative Agent for the Lenders and LC Issuer recorded among the Land Records of Delaware County, Pennsylvania as instrument no. 2005083973, in RD Book 03586, page 2289 (collectively, "**MG Subordination Documents**").