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

UNITED STATES BANKRUPTCY COURT 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): PNC Bank, National Association

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

Name and address where notices should be sent:
PNC Bank, National Association, Mail Stop: C3-CA01-19-1
Two Hopkins Plaza, 19th Floor, Baltimore, MD 21201
Attn: Wendy Andrus, Vice President

RECEIVED
FEB 24 2010
BMC GROUP

Court Claim Number: _____ (*If known*)

Filed on: _____

Telephone number: (410) 237-5923

Name and address where payment should be sent (if different from above):
PNC Bank, National Association
Mail Stop: C3-CA01-19-1, Two Hopkins Plaza, 19th Floor, Baltimore, MD 21201
Attn: Wendy Andrus, Vice President

Telephone number: (410) 237-5923

☑ 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: $ 20,706,766.71**

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.

2. Basis for Claim: SEE ATTACHED
(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: SEE ATTACHED

Value of Property: $ TBD **Annual Interest Rate** SEE ATTACHED %

Amount of arrearage and other charges as of time case filed included in secured claim, if any: $ SEE ATTACHED **Basis for perfection:** SEE ATTACHED

Amount of Secured Claim: $ 20,706,766.71, **Amount Unsecured:** $ _____
plus interest, attorneys' fees, late charges and 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.*)
SEE ATTACHED
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

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.*

Date: 2-23-10

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 address above. Attach copy of power of attorney, if any.

PNC BANK, NATIONAL ASSOCIATION
By: Wendy Andrus, Vice President

Wendy M Andrus

FOR COURT USE ONLY

Erickson Ret. Comm. LLC
01091

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.**

PNC Bank, National Association

ATTACHMENT

DEBTORS: IN RE ERICKSON RETIREMENT COMMUNITIES, LLC, CASE NO. 09-37010
SENIOR CAMPUS SERVICES, LLC, CASE NO.09-37017
CONCORD CAMPUS GP, LLC, CASE NO. 09-37021
DALLAS CAMPUS GP, LLC, CASE NO. 09-37013
WARMINSTER CAMPUS GP, LLC, CASE NO. 09-37027
ERICKSON GROUP, LLC, CASE NO.09-37015
ERICKSON CONSTRUCTION, LLC, CASE NO. 09-37016

DATE OF FILING: October 19, 2009 (the "Petition Date")

A. Description of Claim

Upon information and belief, Wilmington Trust FSB has contemporaneously filed a proof of claim in accordance with the provisions of the "Order Granting Joint Motion to Establish Protocol under Federal Rules of Bankruptcy Procedure 3001 and 2019 for Filing Proofs of Claim" (the "Claim Protocol Order') [Docket No. 797] and solely in its capacity as successor administrative agent to PNC Bank, N.A. (the "Agent"),[1] for all amounts due on behalf of all of the lenders (the "Revolver Lenders") under that certain Credit Agreement dated July 27, 2007 as amended or modified from time to time (the "Credit Agreement"). The Credit Agreement created a revolving credit facility that allowed ERICKSON RETIREMENT COMMUNITIES, LLC ("ERC") and ERICKSON CONSTRUCTION, LLC (collectively, together with ERC, the "Borrowers") to periodically borrow money from the Revolver Lenders and obtain other credit accommodations.

PNC Bank, National Association ("Lender") is one of the financial institutions that is a member of the Revolver Lenders, has the right to assert claims for the pro rata portion of the entire indebtedness under the Credit Agreement owing to it, and hereby accordingly files this proof of claim (the "Claim"), in accordance with the provisions of the Claim Protocol Order for the pro rata amounts owed to Lender under the Credit Agreement. In connection with the Credit Agreement, Lender was issued a "Revolving Credit Note" (the "Note") for the pro rata amounts owed only to it by the Borrowers. ERICKSON GROUP, LLC ("Erickson Group") executed and delivered a "Limited Guaranty Agreement" in which Erickson Group guaranteed the repayment obligations owed by the Borrowers under the Credit Agreement and the Note ("Limited Guaranty"). Each of SENIOR CAMPUS SERVICES, LLC, CONCORD CAMPUS GP, LLC, DALLAS CAMPUS GP, LLC and WARMINSTER CAMPUS GP, LLC (collectively, "Subsidiary Guarantors") executed and delivered a "Subsidiary Guaranty Agreement" in

[1] Wilmington Trust FSB is successor in interest to PNC Bank, N.A in its capacity as Administrative Agent under the Credit Agreement. Accordingly, herein, with respect to the Credit Agreement, defined herein, the term Agent shall refer to both Wilmington Trust FSB and its predecessor PNC Bank, N.A solely in their capacity as Agent to the Revolver Lenders.

which each Subsidiary Guarantor guaranteed the repayment obligations owed by the Borrowers under the Credit Agreement and the Note. The Borrowers, Erickson Group and the Subsidiary Guarantors are collectively referred to as the "Debtors".

As of the Petition Date, the Debtors owed Lender a total amount of $20,692,389.01[2] in principal plus applicable interest, fees and expenses (the "Prepetition Indebtedness")[3] pursuant to the Credit Agreement and Note.

In addition to the repayment obligations, the Credit Agreement required ERC to maintain a liquidity level of $100 million (the "Required Liquidity"). On April 16, 2009, Wilmington Trust FSB (the "Agent"), as administrative agent for the Credit Agreement, entered into a "First Amendment" to the Credit Agreement which reduced the Required Liquidity to $69.5 million. Upon expiration of the First Amendment on May 29, 2009, ERC was in default of the Required Liquidity and various other provisions of the Credit Agreement. Accordingly, the Agent, on behalf of the Revolver Lenders, declared an Event of Default, defined in the Credit Agreement, and accelerated all amounts owing under the Credit Agreement by notice letter dated May 30, 2009 (the "Default Notice").

The Agent, on behalf of the Revolver Lenders, continued to forbear exercise of its remedies under the Credit Agreement and other loan documentation pursuant to the Second, Third and Fourth Amendment and Forbearance Agreements which further reduced the Required Liquidity to $64.5 million and eventually down to $36.3 million. Prior to the Petition Date, the Borrowers failed to comply with certain terms, conditions, and/or covenants of the Fourth Amendment and Forbearance Agreement (the "Forbearance Defaults"). The Forbearance Defaults terminated the Fourth Amendment and pursuant to the Default Notice all amounts owing under the Credit Agreement (including past due amounts and accrued and unpaid interest thereon) were already accelerated and were immediately due and payable as of the Petition Date.

Under "Security Agreements," executed by the Borrowers and the Subsidiary Guarantors and others, the Prepetition Indebtedness is secured by a valid, enforceable and perfected security interest in various assets of the respective Debtors, as set forth therein.[4] Specifically, pursuant to the Security Agreement, the Agent, on behalf of the Revolver Lenders, was granted a first priority security interest in the following items of collateral (the "Collateral"):

(i) all Accounts (including Health-Care Insurance Receivables);

---

[2] Because certain securities held by the Agent have not been liquidated, the precise amount of outstanding principal may vary from the stated amount once the securities are sold.

[3] Lender reserves the right to supplement or amend this Claim with additional amounts due under the Credit Agreement and related documents. As of the Petition Date, in addition to the outstanding principal and applicable interest, Lender has incurred professional fees and expenses allowable under the Credit Agreement. Lender asserts such amounts as part of the Claim and reserves all rights to amend the Claim to provide more specific amounts related thereto.

[4] Lender's security interests have been duly perfected pursuant to the financing statements and control agreements referenced in Exhibit A hereto.

(ii) all Chattel Paper (including Electronic Chattel Paper and Tangible Chattel Paper);
(iii) all Contracts;
(iv) all Copyrights and Copyrights Licenses;
(v) all Deposit Accounts;
(vi) all Documents;
(vii) all Equipment;
(viii) all General Intangibles and Commercial Tort Claims;
(ix) all Instruments;
(x) all Inventory;
(xi) all Investment Property (including Security Entitlement, Financial Assets, Securities Accounts, Commodity Accounts and Commodity Contracts);
(xii) all Letter-of-Credit rights;
(xiii) all Patents and Patent Licenses;
(xiv) all Payment Intangibles;
(xv) all Software (in whatever form);
(xvi) all Supporting Obligations;
(xvii) all Trademarks and Trademark Licenses; and
(xviii) to the extent not otherwise included, all Proceeds and Products of any and all of the foregoing.

Pursuant to a "Pledge Agreement" all of the obligations of Erickson Group under the Limited Guaranty are secured by a valid, enforceable and perfected first priority security interest in: (i) all the Erickson Group's shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity interests in ERC (the "Equity Interests") and all Equity Interests obtained by Erickson Group in the future (collectively, the "Pledged Interests") and (ii) any certificates representing the Pledged Interests and all distributions, dividends, cash, 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. *See* Section 2 of the Pledge Agreement.[5]

The obligations and indebtedness of the Debtors to the Lender are also secured pursuant to the deeds of trust, pledges, control agreements and other liens pursuant to the documents listed on Exhibit A attached hereto.

B. Documents Supporting the Claim

The Credit Agreement and related documents and amendments upon which the Claim is based are voluminous and accordingly, are not produced herein. A list of such documents is attached as "**Exhibit A.**"[6] These documents are in the possession of the Agent and will be made available upon written request to J. William Boone, Alston & Bird LLP, 1201 West Peachtree Street Atlanta, Georgia 30309-3424. In addition, these

[5] Lender's security interests have been duly perfected pursuant to the financing statements referenced hereto in Exhibit A.
[6] Lender reserves the right to supplement "Exhibit A" with additional documents pertaining to this Claim.

documents have been placed on a CD-ROM and are being provided to the Debtors' claim agent by the Agent, on behalf of the Revolver Lenders, in accordance with the Claim Protocol Order.

C. Reservation of Rights

Nothing herein or otherwise, including, but without limitation, any later appearance, pleading, claim, or action, is intended or shall be deemed to be a waiver, release, or modification by Lender of its respective (a) right to have final orders in noncore matters entered after *de novo* review by a District Judge; (b) right to trial by jury in any proceeding so triable in this case or any case, controversy, or proceeding related to these cases; (c) right to have the District Court withdraw the reference in any matter subject to mandatory or discretionary withdrawal; or (d) other rights, remedies, claims, actions, defenses, setoffs, or recoupments to which Lender is or may be entitled, all of which are hereby expressly reserved. Lender also specifically reserves all rights to supplement, amend, and/or modify this proof of claim with any information, including, without limitation, updated amounts and/or other claims of liability arising out of or resulting from the Credit Agreement and related documents. Lender also reserves the right to assert the nondischargeability of any and all liability arising from or relating to the Credit Agreement pursuant to 11 U.S.C. § 1141(d)(6).

In addition to the foregoing amounts, the Lender reserves the right to collect as part of its respective claims against the Debtors, in accordance with the terms of the Credit Agreement and the other Loan Documents and applicable law, (i) all post-petition interest and late charges that accrue under the Loan Documents after the Petition Date, and (ii) all pre-petition and post-petition attorneys' fees and expenses that the Lender has incurred and hereafter incurs as a result of the filing of this bankruptcy case, the defaults existing under the Loan Documents and the enforcement of rights and remedies under the Loan Documents, including but not limited to continuing interest, reasonable fees, costs and charges pursuant to 11 U.S.C. § 506(b).

The Lender reserves the right to periodically supplement and/or amend this 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 Lender's claims against the Debtors under the Loan Documents. The Lender also reserves the right to amend and/or supplement this Claim in all other respects and to add additional claims of any nature whatsoever, including but not limited to claims entitled to administrative priority.

The filing of this Claim is not an acknowledgment or admission that the Bankruptcy Court has jurisdiction over the Lender's claims against any debtor or non-debtor entity, and the Lender reserves all rights with respect thereto. The Lender does not waive any rights to a jury trial, arbitration or enforcement of a choice of law or venue selection clause by filing this Claim. The filing of this Claim is without prejudice to any and all claims, causes of action and remedies that the Lender may have against the debtors or any non-debtors entities, all of which are expressly preserved. This Claim shall not operate as an admission or waiver of claims, causes of action or remedies that

the Lender may have against any of the debtors or non-debtor entities under applicable law. The Lender may file additional, supplemental and/or amended Claim, which claims shall be considered a part of this Claim.

EXHIBIT A

1. Credit Agreement dated July 27, 2007 among Erickson Retirement Communities, LLC and PNC Bank, National Association with PNC Capital Markets LLC;

    a. Revolving Credit Note among PNC Bank, National Association, Erickson Retirement Communities, LLC and Erickson Construction, LLC dated July 27, 2007.

2. Security Agreement dated July 27, 2007 among Erickson Retirement Communities, LLC, Erickson Construction, LLC, and PNC Bank, National Association;

3. Deed of Trust Security Agreement and Fixture Filing dated July 27, 2007 between Erickson Retirement Communities, LLC and Bruce D. McLean and D. Seward Woelper, as Trustees for the Benefit of PNC Bank, National Association;

4. Guaranty dated July 27, 2007 between Senior Campus Services, LLC, Concord Campus GP, LLC, Dallas Campus GP, LLC and Warminster Campus GP, LLC in favor of PNC Bank, National Association;

5. Security Agreement dated July 27, 2007 among Dallas Campus GP. LLC, Concord Campus GP, LLC, Warminister Campus GP, LLC, Senior Campus Services, LLC and PNC Bank, National Association;

6. Pledge Agreement dated July 27, 2007 made by Erickson Retirement Communities, LLC to PNC Bank, National Association;

7. Pledge Agreement dated July 27, 2007 by Erickson Group, LLC to PNC Bank, National Association;

8. Limited Guaranty dated July 27, 2007 by Erickson Group, LLC to PNC Bank, National Association;

9. Collateral Assignment of Contracts dated July 27, 2007 by Erickson Retirement Communities, LLC and Erickson Construction, LLC in favor of PNC Bank, National Association;

10. UCC Financing Statement-Concord Campus GP, LLC (and assignment);

11. UCC Financing Statement-Dallas Campus GP, LLC (and assignment);

12. UCC Financing Statement-Erickson Construction, LLC (and assignment);

13. UCC Financing Statement-Erickson Group, LLC (and assignment);

14. UCC Financing Statement-Erickson Retirement Communities, LLC (and assignment);

15. UCC Financing Statement-Senior Campus Services, LLC;

16. UCC Financing Statement-Warminster Campus GP, LLC;

17. List of Control Agreements:

    a. Deposit Account and Control Agreement by and among PNC Bank, National Association, Erickson Construction, LLC and PNC Bank, National Association (Date: 4/15/09);

    b. Notification and Control Agreement by and among Erickson Retirement Communities, LLC, PNC Bank, N.A. and PNC Bank, National Association (Date: 4/15/09);

    c. Deposit Account Control Agreement by and among PNC Bank, National Association, Erickson Retirement Communities, LLC and PNC Bank, National Association (Date: 4/15/09);

    d. Notification and Control Agreement by and among Erickson Retirement Communities, LLC, PNC Bank, N.A., and PNC Bank, National Association (Date: 5/4/09);

    e. Deposit Account Control Agreement by and among M&T Bank, Erickson Retirement Communities, LLC and PNC Bank, National Association (Date: 4/15/09);

18. Amendment to Credit Agreement between Erickson Retirement Communities, LLC, Erickson Construction, LLC, Concord Campus GP, LLC, Dallas Campus GP, LLC, Senior Campus Services, LLC, Warminster Campus GP, LLC, Erickson Group, LLC and PNC Bank, National Association;

19. Second Amendment to Credit Agreement and Forbearance Agreement between Erickson Retirement Communities, LLC, Erickson Construction, LLC, Concord Campus GP, LLC, Dallas Campus GP, LLC, Senior Campus Services, LLC, Warminster Campus GP, LLC Erickson Group, LLC and Wilmington Trust FSB: Entered June 1, 2009;

20. Third Amendment to Credit Agreement and Forbearance Agreement between Erickson Retirement Communities, LLC, Erickson Construction, LLC,

Concord Campus GP, LLC, Dallas Campus GP, LLC, Senior Campus Services, LLC, Warminster Campus GP, LLC Erickson Group, LLC and Wilmington Trust FSB: Entered June 30, 2009;

21. Fourth Amendment to Credit Agreement and Forbearance Agreement between Erickson Retirement Communities, LLC, Erickson Construction, LLC, Concord Campus GP, LLC, Dallas Campus GP, LLC, Senior Campus Services, LLC, Warminster Campus GP, LLC Erickson Group, LLC and Wilmington Trust FSB: Entered July 10, 2009;

22. Succession Consent Letter dated May 1, 2009 from PNC Bank to PNC Bank, National Association, Hillcrest Bank, Bank of America, Sandy Spring Bank, Wilmington Trust Bank, M&T Bank, Sovereign Bank, Virginia Commerce Bank, First Commonwealth Bank, Commerce Bank, Abington Bank, Provident Bank, Erickson Retirement Communities, LLC and Erickson Construction, LLC;

23. Assignment of Deed of Trust, Security Agreement and Fixture Filing from PNC Bank, National Association to Wilmington Trust FSB;

24. Successor Agent Agreement dated May 12, 2009 between Wilmington Trust FSB and PNC Bank, National Association;

25. Assignment of Control Agreements dated May 12, 2009;

26. Assignment of UCC Financing Statements from PNC Bank, National Association to Wilmington Trust FSB; and

27. Direction Letter dated May 30, 2009 from Wilmington Trust to Erickson Retirement Communities, LLC.

LAW OFFICES
GEBHARDT & SMITH LLP
SUITE 2200
ONE SOUTH STREET
BALTIMORE, MARYLAND 21202-3281
TELEPHONE: (410) 752-5830
FACSIMILE: (410) 385-5119

WRITER'S DIRECT DIAL NUMBER:
410-385-5105
jbilo@gebsmith.com

WILMINGTON OFFICE:
SUITE 451
901 MARKET STREET
WILMINGTON, DELAWARE 19801
TELEPHONE: (302) 656-9002
FACSIMILE: (302) 429-5953

February 24, 2010

RECEIVED
FEB 24 2010
BMC GROUP

VIA HAND DELIVERY

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

Re: Debtor: Erickson Retirement Communities, LLC
Case No.: 09-37010
Creditor: PNC Bank, National Association, successor to Mercantile-Safe Deposit and Trust Company

Dear Sir or Madame:

Enclosed for filing in the above-referenced bankruptcy case is a Proof of Claim by PNC Bank, National Association, successor to Mercantile-Safe Deposit And Trust Company. The Proof of Claim consists of: (1) the original, fully executed Proof of Claim cover sheet; and (2) the Rider to the Proof of Claim cover sheet (with exhibits).

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 Sheftic Bilodeau
Counsel for PNC Bank, National Association

Enclosures
JSB:lb