

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

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, As Lender	<input type="checkbox"/> 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 Telephone number: (410) 237-5923	Court Claim Number: _____ (If known) Filed on: _____
Name and address where payment should be sent (if different from above): PNC Bank, National Association, As Lender Mail Stop: C3-CA01-19-1, Two Hopkins Plaza, 19th Floor, Baltimore, MD 21201 Attn: Wendy Andrus, Vice President 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. SEE ATTACHED <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: \$ 9,000,000.00 (Fox Run Village, Inc.) 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.
2. Basis for Claim: <u>SEE ATTACHED</u> (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).
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.)	<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).
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 type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____	<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: \$ _____
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:	*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: <u>2/22/10</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 address above. Attach copy of power of attorney, if any. PNC BANK, NATIONAL ASSOCIATION, AS LENDER By: Wendy Andrus, Vice President 	FOR COURT USE ONLY Erickson Ret. Comm. LLC 01120

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 PROOF OF CLAIM – FOX RUN VILLAGE, INC.

In re Novi Campus, LLC, Case No. 09-37025

In re Erickson Retirement Communities, LLC, Case No.09-37010

PNC Bank, National Association, files this proof of claim on its own behalf, in its capacity as Lender, including but not limited to, issuer of letters of credit, under the Construction Loan Agreement, and as Originating Lender under the Participation Agreements, 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**”).

NOVI CAMPUS, LLC (“**Debtor Landowner**”), ERICKSON RETIREMENT COMMUNITIES, LLC (“**ERC**”), ERICKSON GROUP, LLC (“**Erickson Group**”), and ERICKSON CONSTRUCTION, LLC (“**Erickson Construction**,” and, collectively, “**Debtors**”) are each indebted to PNC Bank, National Association, Successor to Mercantile-Safe Deposit and Trust Company (in its capacities as a lender and/or issuer of letters of credit, “**Lender**”), under and/or in connection with a revolving credit facility for loans and letters of credit (“**Construction Loan**”) extended to Novi in order to acquire and construct the Fox Run Village Campus (“**Campus**”) as evidenced by, among other things, that Revolving Loan Note dated as of February 12, 2002, in the stated principal amount of Forty-Six Million Dollars (\$46,000,000.00) (“**Construction Note**”). The obligations in connection with the Construction Loan are secured by, among other things, the Campus pursuant to the Mortgage dated as of February 12, 2002 by Debtor Landowner to the Lender, recorded among the Land Records of Oakland County, Michigan Register of Deeds as instrument no. 291096, Liber 26043, pages 697-715 (“**Construction Mortgage**”), Security Agreement, Pledge and Collateral Assignment of Licenses and Residence and Care Agreements dated as of February 12, 2002 by Debtor Landowner and ERC in favor of the Lender (“**Construction Security Agreement**”), and the UCC-1 Financing Statement against Debtor Landowner, as debtor, in favor of the Lender, as secured party, recorded among the financing statement records of the Maryland State Department of Assessments and Taxation as filing no. 181112850, in Liber U00205, folio 0955 (“**Construction UCC**”), as set forth more fully in the Proofs of Claim filed by the Lender in the bankruptcy cases of the Debtor Landowner, ERC, Erickson Construction and Erickson Group in connection with the Construction Loan, accompanied by the Exhibits contained in that CD-ROM labeled “Exhibit CD Related to Various Proofs of Claim Novi Campus/Fox Run Village” (the “**Construction Loan CD**”). The Construction Note, Construction Mortgage, Construction Security Agreement, Construction UCC and all documents executed in connection therewith shall be referred to as the “**Construction Loan Documents**.”

FOX RUN VILLAGE, INC. (“**NFP**”) leases the Campus from the Debtor Landowner pursuant to a Master Lease and Use Agreement dated as of February 12, 2002 by and between the Debtor Landowner and the NFP, as amended pursuant to the Fox Run Village Amendment to Master Lease and Use Agreement dated to be effective as of January 1, 2003 and as further amended pursuant to the Fox Run Village Retirement Community Second Amendment to Master Lease and Use Agreement dated to be effective as of February 28, 2003 (collectively, the “**Master Lease**”). As a condition of the Construction Loan, the rights of the NFP under the Master Lease are subordinate to the rights of the Administrative Agent and the Banks under the

Construction Loan Documents, as set forth in that Tenant Subordination Agreement dated as of February 12, 2002 ("**Tenant Subordination**").

The NFP has entered into, and continues to enter into, contracts with residents of the Campus referred to as "**Residence and Care Agreements.**" Pursuant to the Residence and Care Agreements, residents pay entrance deposits to the NFP when they commence their residence at the Campus, and residents are also obligated to pay monthly payments for services. The entrance deposit paid by the first resident to reside in a newly constructed unit at the Campus is referred to as an Initial Entrance Deposit (an "**IED**").

The NFP is obligated to loan the IEDs to the Debtor Landowner pursuant to that Community Loan Agreement dated as of February 12, 2002 by and between the NFP and the Debtor Landowner (the "**Community Loan Agreement**"). The Debtor Landowner's obligations to the NFP under the Community Loan Agreement are secured by, among other things, the Campus pursuant to a junior lien on the Campus pursuant to the Mortgage dated as of February 12, 2002 ("**Junior Mortgage**") by the Debtor Landowner to the NFP recorded among the Land Records of Oakland County, Michigan Register of Deeds as instrument no. 291097, Liber 26043, pages 716-737. *The Lender asserts all right, title and interest to the Community Loan Agreement and Community Loan Documents and the proceeds thereof.* All right, title and interest of the NFP in, to and under the Junior Mortgage were assigned to the Lender pursuant to the Assignment of Community Mortgage dated as of February 12, 2002 by the NFP to the Lender recorded among the Land Records of Oakland County, Michigan, as instrument no. 295084 in Liber 26064, pages 454-457 (the "**Assignment of Junior Mortgage**"). The Community Loan Agreement, Junior Mortgage, Assignment of Junior Mortgage and all documents executed in connection therewith shall be referred to as the "**Community Loan Documents.**" According to the Debtor Landowner's Bankruptcy Schedules, the amount owing under the Community Loan Documents as of October 19, 2009 is \$165,504,127. The Lender claims from the Debtor Landowner's bankruptcy estate the full amount due under the Community Loan Documents.

The NFP and ERC are also parties to a Management and Marketing Agreement dated as of February 12, 2004, between the NFP and ERC (amending and restating in its entirety the Management and Marketing Agreement dated as of February 12, 2002) (the "**Management and Marketing Agreement**"), pursuant to which the NFP engaged ERC to provide management and marketing services for the Campus.

As a condition of the Construction Loan, the NFP executed a Subordination Agreement dated as of February 12, 2002 ("**Fox Run Subordination**"), wherein the NFP agreed, among other things, to subordinate the Subordinated Indebtedness, as that term is defined in the Fox Run Subordination, to the Loan Documents (as defined in the Fox Run Subordination and which term includes the Construction Loan Documents). In the Fox Run Subordination, NFP also agreed that the Subordinated Documents (as that term is defined in the Fox Run Subordination and which term includes the Community Loan Documents) and any liens and security interests created thereby would be subordinate to those under the Loan Documents. The NFP further assigned, pledged and granted to the Lender a security interest in the Subordinated Indebtedness and all proceeds thereof and in the Subordinated Documents. The Lender, as secured party, recorded a UCC-1 Financing Statement against the NFP, as debtor, among the financing statement records of the Maryland State Department of Assessments and Taxation as filing no.

181112854, Liber U00205, folio 0968 (the “**Subordination UCC**”). Among other things, the Subordination UCC covers “All past, present and future indebtedness, liabilities, and obligations of any nature whatsoever, whether characterized as debt, equity or otherwise, and including any and all distributions, dividends, returns of capital, preferred equity, fees, loan repayments or any other payments of any kind owing (or otherwise to be made)” by the Debtor Landowner, ERC or Erickson Group to the NFP. Thus, the Lender holds perfected security interests in all payments made or owing by the Debtor Landowner, ERC or Erickson Group to the NFP, including but not limited to any amounts claimed by the NFP under the Management and Marketing Agreement and the Community Loan. The NFP and related entities have asserted that amounts are owed to them by ERC under the Management and Marketing Agreement in the amount of \$9,000,000. The Lender files this Proof of Claim against the bankruptcy estate of ERC for that portion of the \$9,000,000 that is owed to or claimed by the NFP.

The Debtor Landowner extended a “**Working Capital Loan**” in accordance with a Working Capital Loan Agreement dated as of February 12, 2002 by and between the NFP and the Debtor Landowner (the “**Working Capital Loan Agreement**”), as further evidenced by that Working Capital Promissory Note dated February 12, 2002, in the original principal amount of \$16,000,000 (the “**Working Capital Note**”). The NFP’s obligations to the Debtor Landowner to repay the Working Capital Loan are secured by, among other things, all Residence and Care Agreements, payments thereunder, licenses, certificates of need, operating permits, franchises and other governmental authorizations and approvals with respect to the Campus, as set forth in Paragraph 19 of the Working Capital Loan Agreement.

The NFP’s obligations to the Debtor Landowner are further secured by that Lockbox Account Agreement dated as of February 12, 2002 (the “**Lockbox Account Agreement**”), pursuant to which a lockbox was established for the deposit of all amounts received by the NFP under the Residence and Care Agreements, excluding entrance deposits. The Lockbox Account Agreement confirms that the Lender has exclusive dominion and control over the lockbox account created thereunder. The Debtor Landowner filed a UCC-1 Financing Statement against the NFP among the financing statement records of the Maryland State Department of Assessments and Taxation as filing no. 181112852, Liber U00205, folio 0962, which was in turn assigned by Novi to the Lender pursuant to the UCC Financing Statement Amendment recorded among the financing statement records of the Maryland State Department of Assessments and Taxation in Liber U00225, folio 1251 (collectively, the “**NFP Assigned UCCs**”). The Debtor Landowner granted a security interest in its rights under the Working Capital Loan Agreement to the Lender as part of the Construction Loan Documents, with the consent of the NFP pursuant to that “**Consent of Fox Run Village, Inc.**” dated as of February 12, 2002. The Lender claims all amounts owed by the Debtor Landowner to the NFP in connection with the Working Capital Loan. As of October 31, 2009, \$41,167,829 was owed by the NFP to the Debtor Landowner under the Working Capital Loan.

The Lender reserves 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 Lender 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 participant banks with respect to the Construction Loan Documents, Working Capital

Loan and Community Loan. Notwithstanding the foregoing, any participant bank may, but need not, file its own proof(s) of claim for amounts due.

The filing of this Proof of Claim is not an acknowledgment or admission that the Bankruptcy Court has jurisdiction over the Lender and/or 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 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 Lender may have against the debtors or any non-debtor 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 Lender may have against any of the debtors or non-debtor entities under applicable law. The Lender may file additional, supplemental and/or amended Proofs of Claim. The filing of this Proof of Claim is without prejudice to the prosecution of the claims against the NFP set forth in the action styled *PNC Bank, National Association v. Maris Grove, Inc.*, Case No. 03-C-10-001346 (Civil) in the Circuit Court for Baltimore County, Maryland (the "**Litigation**"). By filing this Proof of Claim, the Lender does not consent to removal of the Litigation to federal court, exercise of jurisdiction over the Litigation by a bankruptcy court, or transfer of venue of the Litigation from the Circuit Court for Baltimore County.

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 are incorporated herein by reference.

The following documents referenced in this Rider are contained on the Construction Loan CD at the following Exhibit numbers:

Exhibit Description	Corresponding Exhibit Number Contained On Construction Loan CD
Assignment of Junior Mortgage	Exhibit 17
Community Loan Agreement	Exhibit 23
Construction Mortgage	Exhibit 9
Construction Note	Exhibit 2
Construction Security Agreement	Exhibit 10
Construction UCC	Exhibit 10
Fox Run Subordination	Exhibit 17
Junior Mortgage	Exhibit 23
Lockbox Account Agreement	Exhibit 22
Management and Marketing Agreement	Exhibit 24
Master Lease	Exhibit 21
NFP Assigned UCCs	Exhibit 13
Residence and Care Agreements (Form)	Exhibit 20
Subordination UCC	Exhibit 17
Tenant Subordination	Exhibit 18
Working Capital Loan Agreement	Exhibit 22
Working Capital Note	Exhibit 22

LAW OFFICES
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February 24, 2010

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VIA HAND DELIVERY

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

RECEIVED

FEB 24 2010

BMC GROUP

Re: Debtor: Erickson Retirement Communities, LLC
Case No.: 09-37016
Creditor: PNC Bank, National Association, Successor to
Mercantile-Safe Deposit and Trust Company, as
"Originating Lender" for itself and on behalf of all
Participants

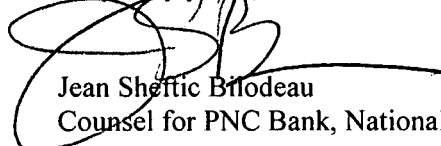
Dear Sir or Madame:

Enclosed for filing in the above-referenced bankruptcy case is a Proof of Claim by PNC Bank, National Association, as "Originating Lender" for itself and on behalf of all Participants. The Proof of Claim consists of: (1) the original, fully executed Proof of Claim cover sheet ("Claim"); and (2) the Rider to the Proof of Claim cover sheet ("Rider"). PNC Bank, National Association, files this Proof of Claim in its capacity as "Originating Lender" for itself and on behalf of all Participants referenced in the Rider, 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 Rider prepared in connection with this claim references certain Exhibits contained in the Exhibit CD labeled "Exhibit CD Related to Various Proofs of Claim Novi Campus/Fox Run Village" which has been submitted in connection with a corresponding claim submitted by the Creditor for the above-referenced Debtor and Case Number.

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 Shettic Briodeau
Counsel for PNC Bank, National Association