

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 Retirement Communities, LLC</b>		Case Number: <b>09-37010</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. § 303.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>Key Equipment Finance Inc.</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>Key Equipment Finance Inc., 1000 S. McCaslin Blvd., Superior, CO 80027</b>		
Telephone number: <b>(720) 304-1063</b>		<input 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.
RECEIVED  <b>FEB 25 2010</b>  BMC GROUP		
Name and address where payment should be sent (if different from above):  Telephone number:		<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>362,118.14</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.
2. Basis for Claim: <u>money loaned</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: <u>000518109</u> (See instruction #3a on reverse side.)		<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: \$ _____
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 checked="" type="checkbox"/> Other Describe: <u>see attached</u>  Value of Property: <u>\$ unknown</u> Annual Interest Rate: _____ %  Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ <u>125,456.70</u> Basis for perfection: _____  Amount of Secured Claim: \$ <u>362,118.14</u> Amount Unsecured: \$ _____		
6. Credits: 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.
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)  DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.  If the documents are not available, please explain:		
Date: <b>02/17/2010</b>	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 notice address above. Attach copy of power of attorney, if any.  <b>Glen Bleeker</b>	

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.

Erickson Ret. Comm. LLC



01285

2/17/2010

ATTACHMENT 1								
Amounts Due Key Equipment Finance - Bankruptcy Case #: 09-37010								
Date of Filing:	10/19/09							
PRE-PETITION - PAGE 1								
INVOICE OR DESCRIPTION	INV DUE DATE	AS OF	RENT	TAX	SUB TOTAL	# DAYS O/S	CONTRACT LATE CHARGE	TOTAL
	10/01/09	10/18/09	109,899.93	6739.52	\$ 116,639.45	18	\$ 1,049.76	\$ 117,689.21
SUB TOTAL / PRE-PETITION AMOUNTS DUE UNDER LEASE:								\$ 117,689.21
INTEREST ACCRUED SINCE PETITION DATE @ Contract Rate:								\$ 7,767.49

2/17/2010

ATTACHMENT 1								
Amounts Due Key Equipment Finance - Bankruptcy Case #: 09-37010								
Date of Filing:	10/19/09							
POST-PETITION - PAGE 2								
POST PETITION AMOUNTS ACCRUED TO DATE								
INVOICE OR DESCRIPTION	INV DUE DATE	AS OF	RENT	TAX	SUB TOTAL	# DAYS O/S	POST PETITION INTEREST @ CONTRACT RATE	TOTAL
	01/01/10	02/28/10	109899.93	6739.52	\$ 116,639.45	58	\$ 3,382.54	\$ 120,021.99
SUB TOTAL / POST PETITION AMOUNTS DUE ACCRUED TO DATE:			109,899.93	\$ 6,739.52	116,639.45		\$ 3,382.54	\$ 120,021.99

2/17/2010

ATTACHMENT 1						
Amounts Due Key Equipment Finance - Bankruptcy Case #: 09-37010						
Date of Filing:	10/19/09					
<u>UNACCRUED FUTURE AMOUNTS DUE - POST PETITION - PAGE 3</u>						
LEASE # and RENTAL PERIOD	RENT	TAX				TOTAL
Schedule No. OR26184 1 quarter @ \$109,899.93 /qtr	109,899.93	6,739.52				\$ 116,639.45
						\$ -
<b>SUB TOTAL / POST PETITION UNACCRUED AMOUNTS DUE UNDER LEASE:</b>						<b>\$ 116,639.45</b>
<b>EQUIPMENT VALUE :</b>						<b>\$ -</b>
<b>TOTAL AMOUNT OF CLAIM*</b>						<b>\$ 362,118.14</b>
<i>*INTEREST ACCRUES ON ALL PRE- &amp; POST-PETITION AMOUNTS AT LATE CHARGE RATE IN LEASE.</i>						

**ORACLE** Credit Corporation

Customer: Erickson Retirement Communities, LLC  
 Address: 701 Malden Lane  
Baltimore MD 21228  
 Phone: \_\_\_\_\_  
 PPA No.: 4270  
 Effective Date: 30 Dec 2009

**Payment Plan Agreement**

Executed by Customer (authorized signature):  
 By: [Signature]  
 Name: Mark Erickson  
 Title: Chief Strategy Officer  
 Executed by Oracle Credit Corporation:  
 By: [Signature]  
 Name: NANCY COQUIOCO  
 Title: CONTRACTS MANAGER

The Payment Plan Agreement ("PPA") is entered into by Customer and Oracle Credit Corporation ("OCC") to provide for the payment of the System Price specified in a Payment Schedule on an installment basis. The System (as defined below) is being acquired from Oracle Corporation, an affiliate member of Oracle Corporation or any other party providing any portion of the System ("Supplier"). Each Payment Schedule shall specify the Software and other products and services, which items together with any upgrade, transfer, substitution, or replacement thereof, shall comprise the "System." Each Payment Schedule shall incorporate the terms and conditions of the PPA to form a "Contract," and the System specified therein shall be subject to the terms and conditions of such Contract. The System shall be licensed or provided to Customer directly by Supplier pursuant to the terms of the Order and Agreement specified in the Contract. Except as provided under the Contract, Customer's rights and remedies under the Order and Agreement, including Supplier's warranty and refund provisions, shall not be affected.

under any Contract; (ii) Customer breaches any representation or fails to perform any obligation in any Contract; (iii) Customer materially breaches or terminates the license relating to Software; (iv) Customer defaults under a material agreement with Assignee; or (v) Customer becomes insolvent or makes an assignment for the benefit of creditors, or a trustee or receiver is appointed for Customer or for a substantial part of its assets, or bankruptcy, reorganization or insolvency proceedings shall be instituted by or against Customer.

In the event of a Default that is not cured within thirty (30) days of its occurrence, OCC may: (i) require all outstanding Payment Amounts and other sums due and scheduled to become due (discounted at the lesser of the rate in the Contract or five percent (5%) per annum simple interest) to become immediately due and payable by Customer; (ii) pursue any rights provided under the Agreement, as well as terminate all of Customer's rights to use the System and related services, and Customer agrees to cease all use of the System; and (iii) pursue any other rights or remedies available at law or in equity. In the event OCC institutes any action for the enforcement of the collection of Payment Amounts, there shall be due from Customer, in addition to the amounts due above, all costs and expenses of such action, including reasonable attorneys' fees. No failure or delay on the part of OCC to exercise any right or remedy hereunder shall operate as a waiver thereof, or as a waiver of any subsequent breach. All remedies are cumulative and not exclusive. Customer acknowledges that upon a default under the Contract, no party shall license, lease, transfer or use any Software in mitigation of any damages resulting from Customer's Default.

**1. PAYMENT SCHEDULE:** Customer agrees to pay OCC the Payment Amounts in accordance with the Contract, with each payment due and payable on the applicable Due Date. If all payment of each Payment Amount and other amounts payable is not received by OCC within 10 days of each Due Date, Customer agrees to pay to OCC interest on the overdue amount at the rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum amount allowed by law. Unless stated otherwise, Payment Amounts include any applicable sales, use, property or any other tax allocable to the System, Agreement or Contract ("Taxes"). Any amounts or any Taxes payable under the Agreement which are not added to the Payment Amounts due under the Contract are due and payable by Customer, and Customer shall remain liable for any filing obligations. Customer's obligation to remit Payment Amounts to OCC or its assignee in accordance with the Contract is absolute, unconditional, noncancelable, independent, and shall not be subject to any abatement, set-off, claim, counterclaim, adjustment, reduction, or defense for any reason, including but not limited to, any termination of any Agreement, or performance of the System.

**4. CUSTOMER'S REPRESENTATIONS AND COVENANTS:** Customer represents that, throughout the term of the Contract, the Contract has been duly authorized and constitutes a legal, valid, binding and enforceable agreement of Customer. Any transfer or assignment of Customer's rights or obligations in the System, or under the Agreement or the Contract shall require OCC's and Assignee's prior written consent. A transfer shall include a change in majority ownership of Customer. Customer agrees to promptly execute any ancillary documents and take further actions as OCC or Assignee may reasonably request, including, but not limited to, assignment notifications, acceptance certificates, certificates of authorization, registrations, and filings. Customer agrees to provide copies of Customer's balance sheet, income statement, and other financial reports as OCC or Assignee may reasonably request.

**2. ASSIGNMENT:** Customer hereby consents to OCC's assignment of all or a portion of its rights and interests in and to the Contract to third parties ("Assignee"). OCC shall provide Customer notice thereof. Customer and OCC agree that Assignee shall not, because of such assignment, assume any of OCC's or Supplier's obligations to Customer. Customer shall not assert against Assignee any claim, defense, counterclaim or setoff that Customer may have against OCC or Supplier. Customer waives all rights to make any claim against Assignee for any loss or damage of the System or breach of any warranty, express or implied, as to any matter whatsoever, including but not limited to the System and service performance, functionality, features, merchantability or fitness for a particular purpose, or any indirect, incidental or consequential damages or loss of business. Customer shall pay Assignee all amounts due and payable under the Contract, but shall pursue any claims under any Agreement solely against Supplier. Except when a Default occurs, neither OCC nor Assignee will interfere with Customer's quiet enjoyment or use of the System in accordance with the Agreement's terms and conditions.

**5. MISCELLANEOUS:** The Contract shall constitute the entire agreement between Customer and OCC regarding the subject matter herein and shall supersede any inconsistent terms set forth in the Order, Agreement or any related agreements. Customer purchase orders and all prior oral and written understandings. If any provision of the Contract is invalid, such invalidity shall not affect the enforceability of the remaining terms of the Contract. Customer's obligations under the Contract shall commence on the Effective Date specified therein. Except for payment terms specified in the Contract, Customer remains responsible for all the obligations under each Agreement. Each Payment Schedule, and any changes to a Contract or any related document, shall take effect when executed by OCC. The Contract shall be governed by the laws of the State of California and shall be deemed executed in Redwood Shores, CA as of the Contract Effective Date.

**3. DEFAULT; REMEDIES:** Any of the following shall constitute a Default under the Contract (i) Customer fails to pay when due any sums due

Page 1 of 1

ASSIGNEE'S ORIGINAL

No. 26184

Customer: Erickson Retirement Communities, LLC  
 Address: 701 Maiden Lane  
 Baltimore MD 21228  
 Contact:  
 Phone:  
 Order: ODZ619202 ISSUED dated 19-MAY-2008  
 Agreement: (\*) SEE ASTERISK dated  
 PPA No.: 4870 dated 30-MAY-2006

Executed by Customer (authorized signature):  
 By:   
 Name:  
 Title: Executive VP Finance / CFO  
 Executed by Oracle Credit Corporation:  
 By:   
 Name:  
 Title: NANCY COVINO  
SR CONTRACTS MANAGER  
 Payment Schedule Effective Date: 26-MAY-08

System:	
Software:	\$898,600.00
Support:	\$856,936.54 2 Year(s)
Consulting:	\$0.00
Education:	\$71,400.00
Other:	\$0.00
System Price:	\$1,828,936.54

Payment Schedule:	Due Date
Payment Amount	01-JUL-08, 01-OCT-08, 01-JAN-09, 01-APR-09,
8 @ \$203,367	01-JUL-09, 01-OCT-09, 01-JAN-10, 01-APR-10

**Transaction Specific Terms:**

For this Contract, the rate used in PPA Section 3, Paragraph 2, Subsection (l) shall be the lesser of the rate in the Contract or 3%. Future increases in support fees, if any, are not included in the System Price or Payment Amounts. Such increases shall be due separately to the applicable Supplier from Customer.

(\*) OLSA-V122005M-US-85309795-30-MAY-2006

Optional  (If this box is checked):

The Customer has ordered the System from an alliance member/agent of Oracle Corporation or one of its affiliates, whose name and address are specified below. Customer shall provide OCC with a copy of such Order. The System shall be directly licensed or provided by the Supplier specified in the applicable Order and Agreement, each of which shall be considered a separate contract. Customer has entered into the Order and Agreement based upon its own judgment, and expressly disclaims any reliance upon statements made by OCC about the System, if any. Customer's rights with respect to the System are as set forth in the applicable Order and Agreement and Customer shall have no right to make any claims under such Order and Agreement against OCC or its Assignee. Neither Supplier nor any alliance member/agent is authorized to waive or alter any term or condition of this Contract. If within ten days of the Payment Schedule Effective Date, OCC is provided with Customer invoices for the System specifying applicable Taxes, then OCC may add the applicable Taxes in accordance with this Contract.

Alliance Member/Agent: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

This Payment Schedule is entered into by Customer and Oracle Credit Corporation ("OCC") for the acquisition of the System from Oracle Corporation, an affiliate of Oracle Corporation, an alliance member/agent of Oracle Corporation or any other party providing any portion of the System ("Supplier"). This Payment Schedule incorporates by reference the terms and conditions of the above-referenced Payment Plan Agreement ("PPA") to create a separate Contract ("Contract").

Payment Amount, unless otherwise stated, includes a proportional amount of the remaining components of the System Price excluding such future support fees, if any.

**B. SYSTEM:** Software shall be accepted, and the services shall be deemed ordered pursuant to the terms of the Agreement. Customer agrees that any software acquired from Supplier to replace any part of the System shall be subject to the terms of the Contract. Any claims related to the performance of any component of the System shall be made pursuant to the Order and Agreement. Neither OCC nor Assignee shall be responsible to Customer for any claim or liability pertaining to any performance, actions, warranties or statements of Supplier.

**A. PAYMENTS:** This Contract shall replace Customer's payment obligation under the Order and Agreement to Supplier, to the extent of the System Price listed above, upon Customer's delivery of a fully executed Order, Agreement, PPA, Payment Schedule, and any other documentation required by OCC, and execution of the Contract by OCC. Customer agrees that OCC may add the applicable Taxes due on the System Price to each Payment Amount based on the applicable tax rate invoiced by Supplier at shipment. OCC may adjust subsequent Payment Amounts to reflect any change or correction in Taxes due. If the System Price includes support fees for a support period that begins after the first support period, such future support fees and the then relevant Taxes will be paid to Supplier as invoiced in the applicable support period from the Payment Amounts received in that period. The balance of each

**C. ADMINISTRATIVE:** Customer agrees that OCC or its Assignee may treat executed faxes or photocopies delivered to OCC as original documents; however, Customer agrees to deliver original signed documents if requested. Customer agrees that OCC may insert the appropriate administrative information to complete this form. OCC will provide a copy of the final Contract upon request.

**ORACLE**  
FINANCING

500 Oracle Parkway  
MS OPL-B1  
Redwood Shores,  
CA 94085

phone: 650 506 2020  
fax: 650 633 0804

June 24, 2008

Eric Maier  
Erickson Retirement Communities, LLC  
701 Maiden Choice Lane  
Catonsville, MD 21228

Re: Payment Schedule No. 26184, dated 26-MAY-08 ("Payment Schedule") to Payment Plan Agreement # 4870 ("PPA")

Dear Mr. Maier:

Enclosed is a copy of the Payment Schedule and PPA. This letter confirms the amount of Support due under the Payment Schedule.

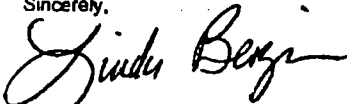
You were issued a credit for unused support in the amount of \$90,802.77. This credit has been applied to your first year Support under your current financed transaction. This will reduce your total Support from \$656,936.54 to \$566,133.77. Consequently, your new Payment Amounts are as follows:

<u>Payment Amount (Pre Tax)</u>	<u>Due Dates</u>
\$ 192,017.00	01-Jul-2008
\$ 192,017.00	01-Oct-2008
\$ 192,017.00	01-Jan-2009
\$ 192,017.00	01-Apr-2009
\$ 192,017.00	01-Jul-2009
\$ 192,017.00	01-Oct-2009
\$ 192,017.00	01-Jan-2010
\$ 192,017.00	01-Apr-2010

The Due Dates of your Payment Amounts have not changed.

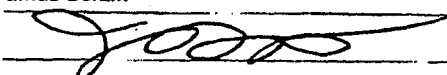
You may contact me with any questions regarding this clarification at +16505068585 or at the following address: Oracle Corporation, 500 Oracle Parkway, M/S OPL-B1, Redwood Shores, CA 94065.

Sincerely,



Linda Berzin  
Contracts Specialist

Enclosures

<b>ORACLE</b>   Credit Corporation		<b>Funding Report for: Erickson Retirement Communities, LLC</b>	
		TRANSACTION FUNDING SUMMARY ("TFS")	
Deal ID 26184			
<b>I. Executive Funding Summary</b>			
Assignee:	Key Equipment Finance Inc.	Assignment Date:	25-JUN-08
Funding Amount:	1,215,837.44 [E]	Funding Date:	22-AUG-08
Discount Rate:	6.00%	Compounding:	Monthly 360
Funded Reserve Percentage:	15.00%	Direct/Channel?:	DIRECT
		Currency:	USD
		Deal Type:	PMT. SCHEDULE
		Participation(Y/N?):	N
		Tax Rate:	3.51%
<b>II. Funding Calculations &amp; adjustment details</b>			
<b>FUNDED PAYMENTS:</b>		<b>NON-FUNDED PAYMENTS:</b>	
Funded @ NPV	1,017,080.93 [A]	Assigned (non-funded)	328,468.28 [C]
Funded @ PAR	198,756.51 [B]	Non Assigned	0.00 [D]
Funding Adjustment	0.00		
Funding Amount:	1,215,837.44 [E]		
<b>III. Summary of Cash Distribution @ Funding Date</b>			
Available Funds for Distribution:	1,215,837.44		
1.- Oracle Corporation:	1,006,031.07	4.- Distributor/VAD:	0.00
2.- Oracle Financing:	27,430.75	5.- Reseller:	0.00
3.- Funded Reserve	182,375.62	6.- Third Party:	0.00
<b>IV. Transaction Summary</b>		<b>V. Invoice Information</b>	
Item	Net Amounts	Invoice #	Inv. Amount Tax Amount
Licenses:	898,800.00	100580216	71,400.00 0.00
First Yr Support:	237,665.50		0.00 0.00
First Yr Pass-Through:	0.00	2284347	237,665.50 0.00
Future Support:	328,468.27	2284346	898,800.00 53,916.00
Education:	71,400.00		
Consulting:	0.00		
Third Party Products:	0.00		
Other:	0.00		
System Price:	1,536,139.77	<b>Total:</b>	<b>1,207,865.50 53,916.00</b>
		Ship To: Baltimore, MD	
<b>VI. Tax Information</b>			
CONDITIONAL SALES CONTRACT: Client has elected under the Contract to capitalize the applicable sales tax. Assignee shall add the applicable sales tax, at the Blended Tax Rate, to each of the Assigned Payment as shown on the Payment Worksheet and fund OCC (Oracle Credit Corporation) the total Contract Acquisition Cost, including capitalized financed sales tax and OCC shall remit sales/use taxes paid to licensor for taxes paid to the taxing jurisdiction.			
Submitted By OCC:		Linda Berzin	
Confirmed and Accepted by Assignee:			



**ORACLE** | Credit Corporation **Funding Report for: Erickson Retirement Communities, LLC**  
 TRANSACTION FUNDING SUMMARY [TFS] Deal ID 26184

**IX. Definitions:**

**COMBINED ASSIGNMENT DEFINITION CHANGES**

Previous Definition	New definition
[1] Transaction Funding Summary	Funding Report

**FUNDING SUMMARY**

- [1] Non Assigned Payments: Payments that are due BEFORE the Assignment Date and are not assigned to funder are classified as NON ASSIGNED
- [2] Assigned Payments: Payments that are due AFTER the Assignment Date and assigned to funder are classified as ASSIGNED
- [3] Non Funded Payments: Payments that are passed through such as Support or Taxes may be non funded. All non assigned payments are, by definition, non funded
- [4] Funded Payments: [1] Payments that are due between Assignment Date and Funding Date are funded at face value (at par)  
[2] Payments that are due after the Funding date are funded at net present value unless they are classified as non-funded ie: Support & Taxes
- [5] Assigned, Non Funded Payments These are the payments that are 'passed through' ie; typically Future Support and sometimes taxes.

Previous Denominations	New Denominations
NPV Adjustments = Adjustment/day (Sub-Total * Per Diem Discount Rate / 360 days)	Eliminated - Reason: Not needed
Total Funding (@npv) = Assigned Payment @npv + npv adjustments	Eliminated - Reason: Not needed
Contracts Acquisition Cost = Total funding @ npv + payments funded @par	Eliminated - Reason: Not needed
Calculated Funded Amount = Contracts Acquisition Cost - Funded Reserve Adjustments +/- other adjustments	Funding Amount This is the amount to be paid to OFD. It is equal to = (Payments Funded at npv + Payments Funded at Face Value (par) - Other Adjustments). It includes any Funded Reserve Amount.
Total Funding Amount = Calculated Funding Amount + Assigned non-funded payments	Eliminated - Reason: Clarity

(Please Fax the signed confirmation to Oracle no more than two days after receiving this funding summary. Thank You)

ORACLE  
Oracle Corporation


**ORACLE CORPORATION MASTER ASSIGNMENT SHEET**  
 Oracle hereby assigns to Assignee, subject to the terms and conditions set forth in the Global Financing Assignments ("Agreement") between Oracle Credit Corporation ("OCC") and Assignee dated April 7, 1997 and all of OCC's rights and interest in all Assignee Payments and other rights as set forth under the Agreement.  
 Assigned Federal Payments & assigned bank/number 1 sales payments are under all Funding Report

In accordance with Section 9.4 of the Agreement, Assignee and Assignee agree that assigned benefits of an assigned assignment (as described herein or elsewhere in an attached copy of the document) shall be transmitted original documents upon delivery to OCC. The document may be executed in counterparts, which, when taken together constitute a single document.

Client Name	Contract Dated	Order Date	Price Adjusted	Acquirer	Discount %	Funded Reserve or Non-Reserve	Assignment Effective Date	Funding Date	Tax Responsibility	Multiplication Override	Billing Contact
Erizon Healthcare Commission, LLC	PS No. 28164, dated 26-JAN-09 to PPA No. 4879	0303192022 Dated 06/11/09	All	Oracle Credit Corp	6%	15% Funded Reserve	02/27/2008	02/27/2008	Oracle USA, Inc	Michael Berger	Michael Berger
Core One, LLC	PS No. 28164, dated 12-JAN-09 to PPA No. 4879	00 281683 Dated 06/03/09	All	Oracle Credit Corp	7%	15% Funded Reserve	02/27/2008	02/27/2008	Oracle Corp	Robert W. Hoyt	Robert W. Hoyt

If you're any questions, please contact

  
 Oracle Credit Corporation  
 Name: JOHN J. AMATO  
 Title: VICE  
 Date: 25-JUN-09

  
 Oracle Credit Corp  
 Name: JOHN J. AMATO  
 Title: VICE PRESIDENT  
 Date: \_\_\_\_\_

**PLEASE NOTE THE FOLLOWING ASSUMPTIONS:**  
 OLA = Oracle License Agreement  
 SPS = Oracle Support Services Agreement  
 MPA = Microsoft Payment Agreement  
 SLD = Microsoft License Order Form  
 MSD = Microsoft Master Order  
 OLS = Oracle License Statement  
 OCC = Oracle Credit Corporation  
 OC = Oracle Credit Corp  
 PO = Purchase Order  
 PPA = Payment Plan Agreement  
 PPS = Payment Plan Supplement  
 PLS = Payment License Statement  
 PLSA = Payment License Statement Address  
 SLDSP = Oracle License Statement  
 SPSA = Support Services Agreement  
 SPSB = Support Services Agreement  
 TPA = Third Party Agreement Benefits

**ORACLE**  
FINANCING

500 Oracle Parkway  
MS OPL-B1  
Redwood Shores,  
CA 94065

phone: 650 506 2020  
fax: 650 633 0804

**NOTIFICATION OF ASSIGNMENT LETTER**

June 24, 2008

Eric Maier  
Erickson Retirement Communities, LLC  
701 Maiden Choice Lane  
Catonsville, MD 21228

Dear Mr. Maier:

This letter serves as Notification of Assignment of payments and rights under subject Contract to Key Equipment Finance Inc. ("Assignee").

**Contract:** Payment Schedule No. 26184, dated 26-MAY-08 to Payment Plan Agreement # 4870.

**Assigned Payments:** Your Payment Amounts, and applicable Taxes added pursuant to the Contract, have been assigned. Sales Tax in the amount of \$53,916.00, per Supplier invoice(s) # 2284348, 2284347, 100580216, and Sales Tax in the amount of \$.00 representing .00% Sales Tax on your future support, have been added to your System Price. Your payments have been increased proportionately to reflect the Sales Tax amount financed. Please contact Oracle Corp directly with any questions regarding Taxes at 1-888-803-7414.

**Assigned Rights:** Rights to enforce remedies under the Contract have been assigned, giving Assignee the independent right to exercise its rights under the Contract.

**Payment Remittance Information:** All Assigned Payments should be remitted to the address below. <sup>1</sup> You will be invoiced shortly by Assignee.

Mail check remittance to:

Key Equipment Finance Inc.  
P.O. Box 74534  
Cleveland, OH 44194-4429

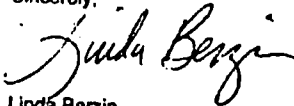
**Rights:** Except as specified under the Contract, Customer's rights and remedies against Supplier under the software license and services agreement ("Agreement") shall not be affected. Assignee assumes none of Supplier's obligations under the Agreement. Any questions surrounding the software or services should continue to be directed to your sales representative.

**Instructions:**

- Notify your Accounts Payable department by forwarding a copy of this letter.
- Fax specific billing instructions and any additional invoicing requirements (e.g. reference i.e. P.O. #) to the Assignee at 720-304-1716; Attn: Customer Service.
- Contact the Assignee with any questions regarding invoicing of the Contract at 800-690-2225.

Please contact me if you have any questions regarding this Assignment at +16505068566.

Sincerely,



Linda Berzin  
Contracts Specialist

<sup>1</sup> Assigned Payments that are remitted to a party other than Assignee may not be forwarded or may not be forwarded in a timely manner to Assignee; Customer shall be solely responsible for all resulting late fees."

Notif of Assignmt\_US 05May001

# Northern District of Texas Claims Register

09-37010-sgj11 Erickson Retirement Communities, LLC

**Judge:** Stacey G. Jernigan      **Chapter:** 11

**Office:** Dallas      **Last Date to file claims:** 02/28/2010

**Trustee:**      **Last Date to file (Govt):**

<b>Creditor:</b> (13014225) Key Equipment Finance Inc. 1000 S. McCaslin Blvd Superior, CO 80027	<b>Claim No: 24</b> <i>Original Filed</i> Date: 02/17/2010 <i>Original Entered</i> Date: 02/17/2010	<b>Status:</b> Filed by: CR Entered by: Robles, Rita Modified:
Secured claimed: \$362118.14 <b>Total claimed: \$362118.14</b>		
<b>History:</b> Details <u>24-1</u> 02/17/2010 Claim #24 filed by Key Equipment Finance Inc., total amount claimed: \$362118.14 (Robles, Rita )		
<b>Description:</b>		
<b>Remarks:</b>		

## Claims Register Summary

**Case Name:** Erickson Retirement Communities, LLC

**Case Number:** 09-37010-sgj11

**Chapter:** 11

**Date Filed:** 10/19/2009

**Total Number Of Claims:** 1

	Total Amount Claimed	Total Amount Allowed
<b>Unsecured</b>		
<b>Secured</b>	\$362118.14	
<b>Priority</b>		
<b>Unknown</b>		
<b>Administrative</b>		
<b>Total</b>	<b>\$362118.14</b>	<b>\$0.00</b>