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| <b>UNITED STATES BANKRUPTCY COURT</b> <b>Northern District of Texas</b>  |  | <b>PROOF OF CLAIM</b>  |
| Name of Debtor:<br><b>Erickson Retirement Communities, LLC</b>   |  | Case Number:<br><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. § 503.  |  |  |
| Name of Creditor (the person or other entity to whom the debtor owes money or property):<br><b>Branch Banking and Trust Company, successor in interest to Colonial Bank</b>  |  | <input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.   |
| Name and address where notices should be sent:<br><b>Branch Banking and Trust Company</b><br><b>6021 Preston Road, Frisco, TX 75034</b> <b>2144 Walnut Hill Lane</b><br><b>Attn: Jeff Chase, Vice President</b> <b>Dallas, TX 75231</b><br>Telephone number:<br><del>(972) 824-7403</del> <b>(214) 373-5897</b>  |  | Court Claim Number: _____<br>(If known)  |
| Name and address where payment should be sent (if different from above):<br><b>Bank of America, N.A., As Collateral and Administrative Agent</b><br><b>231 S. LaSalle Street, Chicago, IL 60604</b><br><b>Attn: Ciara Forrest, Vice President</b><br>Telephone number:<br><b>(312) 537-6025</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.<br><br><input type="checkbox"/> Check this box if you are the debtor or trustee in this case.  |
| <b>1. Amount of Claim as of Date Case Filed:</b> \$ <u><b>8,557,564.72**</b></u>   |  | <b>5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.</b><br><br>Specify the priority of the claim.<br><br><input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).<br><br><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).<br><br><input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5).<br><br><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).<br><br><input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8).<br><br><input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(____).<br><br><b>Amount entitled to priority:</b><br><br>\$ _____<br><br><i>*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.</i> |
| 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.<br><br>If all or part of your claim is entitled to priority, complete item 5.<br><br><input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.  |  |  |
| <b>2. Basis for Claim:</b> <u><b>SEE ATTACHED</b></u><br>(See instruction #2 on reverse side.)   |  |  |
| <b>3. Last four digits of any number by which creditor identifies debtor:</b> _____<br><br><b>3a. Debtor may have scheduled account as:</b> _____<br>(See instruction #3a on reverse side.)  |  |  |
| <b>4. Secured Claim (See instruction #4 on reverse side.)</b><br>Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.<br><br><b>Nature of property or right of setoff:</b> <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other<br><b>Describe:</b> <u><b>SEE ATTACHED</b></u><br><br><b>Value of Property:</b> \$ _____ <b>Annual Interest Rate</b> _____ %<br><br><b>Amount of arrearage and other charges as of time case filed included in secured claim,</b><br><b>if any:</b> \$ <u><b>SEE ATTACHED</b></u> <b>Basis for perfection:</b> <u><b>SEE ATTACHED</b></u><br><br><b>Amount of Secured Claim:</b> \$ <u><b>8,557,564.72</b></u> <b>Amount Unsecured:</b> \$ _____ |  |  |
| <b>6. Credits:</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim.<br><br><b>7. Documents:</b> Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)<br><br><b>DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.</b><br><br>If the documents are not available, please explain:   |  |  |
| <b>Date:</b> _____   | <b>Signature:</b> 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.<br><br><b>Branch Banking and Trust Company, successor in interest to Colonial Bank</b><br><b>By: Jeff Chase, Vice President</b> <i>Jeff Chase</i> |  |

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.

**\*\* Includes amounts accrued post-petition as set forth in the attached Rider.**

Erickson Ret. Comm. LLC



01303

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

In re:

ERICKSON RETIREMENT  
COMMUNITIES, LLC, *et al.*<sup>1</sup>

Debtors.

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Case No. 09-37010

CHAPTER 11

(Jointly Administered)

**PROOF OF CLAIM OF BANK OF AMERICA, N.A. IN ITS CAPACITY AS  
ADMINISTRATIVE AGENT FOR THE DALLAS CAMPUS, LP  
SENIOR SECURED PREPETITION REVOLVING LENDERS**

Bank of America, N.A., ("Bank of America") in its capacity as administrative agent (in such capacity, the "Prepetition Agent") for the Dallas Campus, LP ("Dallas Campus") senior secured prepetition revolving lenders (which lenders include Bank of America and are collectively referred to herein as the "Prepetition Revolving Lenders") files this proof of claim (the "Claim") against Dallas Campus, Erickson Retirement Communities, LLC ("ERC"), Erickson Construction, LLC ("Erickson Construction") and Dallas Campus GP, LLC ("Dallas Campus GP") each as a debtor in the above-referenced bankruptcy case with respect to amounts due pursuant to, inter alia, the construction loans furnished by the Prepetition Revolving Lenders to Dallas Campus under a Loan Agreement dated May 25, 2005 between Dallas Campus and the Prepetition Revolving Lenders, with the loan amount being increased pursuant to an Amended and Restated Loan Agreement dated November 30, 2005, as amended and restated by a Second

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<sup>1</sup> The Debtors in these chapter 11 cases are Erickson Retirement Communities, LLC, Ashburn Campus, LLC, Columbus Campus, LLC, Concord Campus GP, LLC, Concord Campus, LP, Dallas Campus GP, LLC, Dallas Campus, LP, Erickson Construction, LLC, Erickson Group, LLC, Houston Campus, LP, Kansas Campus, LLC, Littleton Campus, LLC, Novi Campus, LLC, Senior Campus Services, LLC, Warminster Campus GP and Warminster Campus, LP.

Amended and Restated Loan Agreement dated April 28, 2006, as further amended on November 27, 2007 in an Amendment No. 1 to Second Amended and Restated Loan Agreement and as amended on February 27, 2009 in an Amendment No. 2 ("Amendment 2 of Construction Loan") to Second Amended and Restated Loan Agreement (collectively, the "Construction Loan Agreement"). In accordance with the Order Granting Joint Motion to Establish Protocol Under Federal Rules of Bankruptcy Procedure 3001(c) and 3001(d) for Filing Proofs of Claim [Docket No. 797] (the "Claims Protocol Order"), the Construction Loan Agreement and the Second Amended Revolving Loan Promissory Notes entered into in connection with Amendment No. 1 to Second Amended and Restated Loan Agreement dated November 27, 2007 are attached as Exhibit A in the CD enclosed with the Claim.

Pursuant to the Construction Loan Agreement, Bank of America, as agent on behalf of the Dallas Campus Prepetition Revolving Lenders and as a Dallas Campus Prepetition Revolving Lender, agreed to extend a revolving credit facility to, and issue letters of credit for, Dallas Campus from time to time, including, inter alia, the Revolving Loan (as defined in the Construction Loan Agreement and referred to herein as the "Dallas Campus Prepetition Revolving Loan") in an aggregate principal committed amount of up to \$70,000,000 (the "Dallas Campus Prepetition Revolving Credit Facility").

All obligations of Dallas Campus, ERC, Erickson Construction and Dallas Campus, GP arising under the Construction Loan Agreement or any other Dallas Campus Prepetition Revolving Credit Document (as defined herein), including all loans, advances, debts, liabilities, principal, interest, fees, charges, expenses and obligations for the performance of covenants, tasks or duties, or for the payment of monetary amounts owing to the Prepetition Agent or the Dallas Campus Prepetition Revolving Lenders by Dallas Campus, of any kind or nature, whether

or not evidenced by any note, agreement or other instrument, shall hereinafter be referred to as the "Dallas Campus Prepetition Obligations."

The Claim is secured by Prepetition Revolving Lenders' security interests in an array of Dallas Campus', Dallas Campus GP's, Erickson Construction's and ERC's assets pursuant to the terms of a variety of collateral agreements, guarantees, instruments, notes and other documents executed in connection with the Construction Loan Agreement and as described in detail below including, but not limited to, the Construction Loan Agreement itself, Personal Property Security Agreement, Dallas Campus Prepetition Deed of Trust, Dallas Campus Prepetition Collateral Assignment of Contracts, Dallas Campus Prepetition Cash Collateral Pledge, Dallas Campus Prepetition Assignment of Leases and Rents, Dallas Campus Prepetition Lease Subordination Agreement, Dallas Campus Prepetition Pledge and Assignment, Dallas Campus Prepetition Assignment of Leasehold Deed of Trust, Dallas Campus Prepetition Guaranty Agreement, Dallas Campus Prepetition Completion Guaranty, Ownership Interest Pledges, Dallas Campus Prepetition Subordinate Documents, Dallas Campus Subordinate Assignment Agreement, Dallas Campus Prepetition Ground Lease Subordinate Agreement, Dallas Campus Prepetition Tri-Party Agreement, Dallas Campus Prepetition NFP Documents, Dallas Campus Prepetition NFP Collateral Documents, Dallas Campus Prepetition Highland Springs Collateral Assignment of Contracts, Dallas Campus Prepetition Highland Springs Pledge and Assignment, Dallas Campus Prepetition Highland Springs Leasehold Deed of Trust, Dallas Campus Prepetition NFP Deed of Trust, Dallas Campus Lockbox Agreement, Dallas Campus Prepetition Highland Springs Subordination Deed of Trust, and Dallas Campus Prepetition Highland Springs Subordination Agreement (collectively referred to herein as the "Dallas Campus Prepetition Credit Documents").

## **Dallas Campus Prepetition Credit Documents**

### **Personal Property Security Agreement**

On November 30, 2005, Dallas Campus and Prepetition Agent entered into a Security Agreement (the "Personal Property Security Agreement," attached as Exhibit B in the CD enclosed with the Claim) under which Dallas Campus granted to the Prepetition Agent, for the benefit of itself and the Dallas Campus Prepetition Revolving Lenders, to secure Dallas Campus' obligations under the Dallas Campus Prepetition Credit Documents, a first-priority security interest in and continuing lien on substantially all of Dallas Campus' assets, including, but not limited to, all of Dallas Campus' accounts, deposit accounts, instruments, documents, chattel paper, investment property, letter of credit rights, commercial tort claims, general intangibles, goods, inventory, equipment, money, receivables and receivable records, and all proceeds, products, accessions, additions to, substitutions for and replacements of or in respect of any of the foregoing, in each case whether then owned or existing or thereafter acquired.

### **Deed of Trust**

Pursuant to that certain Amended and Restated Deed of Trust, Security Agreement and Fixture Financing Statement, dated as of November 30, 2005, as amended and restated on November 27, 2007 by a Second Amended and Restated Deed of Trust, Security Agreement, and Fixture Financing Statement entered into by and among the Prepetition Agent, for the benefit of the Dallas Campus Prepetition Revolving Lenders, and Dallas Campus (the "Dallas Campus Prepetition Deed of Trust," attached as Exhibit C in the CD enclosed with the Claim), Dallas Campus granted to PRLAP, Inc., as trustee, for the benefit of the Prepetition Agent and the Dallas Campus Prepetition Revolving Lenders, to secure Dallas Campus' obligations under the

Dallas Campus Prepetition Credit Documents, a lien upon and mortgage against the Premises (as defined in the Dallas Campus Prepetition Deed of Trust), together with the rights, privileges and appurtenances thereto.

*Contracts Security Agreement*

Pursuant to that certain Amended and Restated Collateral Assignment and Security Agreement in Respect of Contracts, Licenses and Permits, dated as of November 30, 2005, as amended and restated by a November 27, 2007 Second Amended and Restated Collateral Assignment and Security Agreement in Respect of Contracts, Licenses and Permits, entered into by and among the Prepetition Agent, for the benefit of the Dallas Campus Prepetition Revolving Lenders, and Dallas Campus (the "Dallas Campus Prepetition Collateral Assignment of Contracts," attached as Exhibit D in the CD enclosed with the Claim), Dallas Campus granted to the Prepetition Agent, for the benefit of itself and the Dallas Campus Prepetition Revolving Lenders, to secure Dallas Campus' obligations under the Dallas Campus Prepetition Credit Documents, a first-priority security interest in and continuing lien on the Assigned Contracts and Permits (as defined in the Dallas Campus Prepetition Collateral Assignment of Contracts), including, but not limited to, all contracts, licenses, permits, approvals, agreements and warranties, all of Dallas Campus' right, title and interest therein, all proceeds and products thereof, and all accounts, contract rights and general intangibles related thereto, which are in any manner related to the Property (as defined in the Dallas Campus Prepetition Collateral Assignment of Contracts), in each case whether then owned or existing or thereafter acquired.

*Cash Collateral Security Agreement*

Pursuant to that certain Cash Collateral Pledge and Security Agreement, dated as of November 30, 2005, entered into by and among the Prepetition Agent, for the benefit of the

Dallas Campus Prepetition Revolving Lenders, and Dallas Campus (as may have been amended, restated, supplemented or otherwise modified from time to time, the "Dallas Campus Prepetition Cash Collateral Pledge," attached as Exhibit E in the CD enclosed with the Claim), Dallas Campus granted to the Prepetition Agent, for the benefit of itself and the Dallas Campus Prepetition Revolving Lenders, to secure Dallas Campus' obligations under the Dallas Campus Prepetition Credit Documents, a first-priority security interest in and continuing lien on: (a) the deposit accounts described in the Dallas Campus Prepetition Cash Collateral Pledge and all subsequent deposits thereto; (b) all deposit accounts which may in the future be established at the Prepetition Agent or which may otherwise by agreement of the parties become a "Cash Collateral Account" under the Dallas Campus Prepetition Cash Collateral Pledge; (c) all income then or thereafter earned therefrom and all investments then or thereafter made thereof; and (d) all proceeds and products of any one or more of the foregoing whether then existing or thereafter arising at any time in the future.

Assignment of Leases and Rent

Pursuant to that certain Amended and Restated Assignment of Leases and Rents, dated as of November 30, 2005, as amended and restated by a November 27, 2007 Second Amended and Restated Assignment of Leases and Rents, entered into by and among the Prepetition Agent, for the benefit of the Dallas Campus Prepetition Revolving Lenders, and Dallas Campus (the "Dallas Campus Prepetition Assignment of Leases and Rents," attached as Exhibit F in the CD enclosed with the Claim), Dallas Campus transferred, sold, assigned, granted and conveyed to the Prepetition Agent, for the benefit of itself and the Dallas Campus Prepetition Revolving Lenders, to secure Dallas Campus' obligations under the Dallas Campus Prepetition Credit Documents: (a) all of Dallas Campus' right, title and interest in any and all leases, licenses, rental agreements

and occupancy agreements of whatever form whether then or thereafter affecting all or any part of the Property (as defined in the Dallas Campus Prepetition Assignment of Leases and Rents), including that certain Master Lease and Use Agreement between Dallas Campus, as landlord, and Highland Springs (as defined herein below), as tenant, dated November 30, 2005 (as may have been amended, restated, supplemented or otherwise modified from time to time, the "Master Lease," attached as Exhibit G in the CD enclosed with the Claim), and any and all guarantees, extensions, renewals, replacements and modifications thereof (the "Leases"); and (b) all deposits, rents, issues, profits, revenues, royalties, accounts, rights, benefits and income of every nature of and from the Property, including, without limitation, minimum rents, additional rents, termination payments, forfeited security deposits, liquidated damages following default and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability due to destruction or damage to the Property, together with the immediate and continuing right to collect and receive the same, whether then due or thereafter becoming due, and together with all rights and claims of any kind that Dallas Campus may have against any tenant, lessee or licensee under the Leases against any other occupant of the Property (the "Rents").

Pursuant to that certain Lease Subordination, Non-Disturbance of Possession and Attornment Agreement, dated as of November 30, 2005, entered into by and among the Prepetition Agent, for the benefit of the Dallas Campus Prepetition Revolving Lenders, and Highland Springs (as may have been amended, restated, supplemented or otherwise modified from time to time, the "Dallas Campus Prepetition Lease Subordination Agreement," attached as Exhibit H in the CD enclosed with the Claim), Highland Springs agreed that the Master Lease and the rights of Highland Springs as tenant thereunder are subordinate and inferior to the Dallas



Campus Prepetition Deed of Trust and any amendment, renewal, substitution, extension or replacement thereof and each advance made thereunder.

Pledge and Assignment / Assignment of Leasehold Deed of Trust

Pursuant to that certain Pledge and Assignment, dated as of November 30, 2005, as amended by a November 27, 2007 Amendment No. 1 and Reaffirmation of Pledge and Assignment, entered into by and among the Prepetition Agent, for the benefit of the Dallas Campus Prepetition Revolving Lenders, and Dallas Campus (the "Dallas Campus Prepetition Pledge and Assignment," attached as Exhibit I in the CD enclosed with the Claim) and that certain Assignment of Leasehold Deed of Trust, Security Agreement and Fixture Financing Statement and Leasehold Assignment of Leases and Rents, dated as of November 30, 2005, entered into by and among the Prepetition Agent, for the benefit of the Dallas Campus Prepetition Revolving Lenders, and Dallas Campus (as may have been amended, restated, supplemented or otherwise modified from time to time, the "Dallas Campus Prepetition Assignment of Leasehold Deed of Trust," attached as Exhibit J in the CD enclosed with the Claim), Dallas Campus granted to the Prepetition Agent, for the benefit of itself and the Dallas Campus Prepetition Revolving Lenders, to secure Dallas Campus' obligations under the Dallas Campus Prepetition Credit Documents, a first-priority security interest in and continuing lien on all of Dallas Campus' right, title and interest in and to certain agreements, instruments and documents between Dallas Campus and Highland Springs, as more fully described in the Dallas Campus Prepetition Pledge and Assignment, all collateral security granted by Highland Springs to Dallas Campus under or in connection with therewith, including IEDs, and all proceeds of the foregoing.

### Guaranty Agreement

Pursuant to that certain Amended and Restated Guaranty Agreement, dated as of November 30, 2005, as amended on November 27, 2007 by Amendment No. 1 to Amended and Restated Guaranty Agreement and Reaffirmation of Loan Documents, entered into by and among the Prepetition Agent, for the benefit of the Dallas Campus Prepetition Lenders, ERC and Erickson Construction (the "Dallas Campus Prepetition Guaranty Agreement," attached as Exhibit K in the CD enclosed with the Claim), ERC and Erickson Construction, jointly and severally, provided the Prepetition Agent with a continuing, unconditional and absolute guaranty of payment and performance of the Construction Loan Agreement, which guaranty is primary, with no recourse necessary by the Prepetition Agent or the Dallas Campus Prepetition Revolving Lenders against Dallas Campus or the Dallas Campus Prepetition Revolving Collateral prior to proceeding against ERC and Erickson Construction.

### Completion Guaranty

Pursuant to that certain Completion Guaranty, dated as of November 30, 2005, as amended on November 27, 2007 by Amendment No. 1 to Amended and Restated Guaranty Agreement and Reaffirmation of Loan Documents, entered into by and among the Prepetition Agent, for the benefit of the Dallas Campus Prepetition Lenders, ERC and Erickson Construction (the "Dallas Campus Prepetition Completion Guaranty," attached as Exhibit L in the CD enclosed with the Claim), ERC and Erickson Construction, jointly and severally, provided the Prepetition Agent with a continuing unconditional and absolute guaranty with respect to the lien free Full Completion of the construction of the Project (as such phrase is defined in the Dallas Campus Prepetition Completion Guaranty), in accordance with the provisions of the Construction Loan Agreement, the correction of any defects or deficiencies therein, and the

prompt and full payment (and not merely the collectability) when due of all costs and expenses payable in connection therewith, other than repayment of the principal balance of the Loan (as defined in the Construction Loan Agreement) or interest thereon, which guaranty is primary, with no recourse necessary by the Prepetition Agent or the Dallas Campus Prepetition Revolving Lenders against Dallas Campus or the Dallas Campus Prepetition Revolving Collateral prior to proceeding against ERC and Erickson Construction.

Ownership Interest Pledges

Pursuant to that certain Ownership Interests Pledge and Security Agreement, dated as of November 30, 2005, as amended on November 27, 2007 by Amendment No. 1 to Amended and Restated Guaranty Agreement and Reaffirmation of Loan Documents, entered into by and among the Prepetition Agent, for the benefit of the Dallas Campus Prepetition Lenders, and ERC (the "Dallas Campus Prepetition ERC Ownership Interest Pledge Agreement," attached as Exhibit M in the CD enclosed with the Claim), ERC granted to the Prepetition Agent, for the benefit of itself and the Dallas Campus Prepetition Revolving Lenders, to secure Dallas Campus' obligations under the Dallas Campus Prepetition Credit Documents, a first-priority security interest in and continuing lien on ERC's limited partnership interests in Dallas Campus and ERC's membership interests in Dallas Campus' general partner, Dallas Campus GP, whether then owned or thereafter acquired, all present and future rights of ERC to receive any income, cash profits, proceeds, or distributions arising therefrom, together with all proceeds, both cash and non-cash, arising out of or in respect of the foregoing, all substitutions, additions, interest, dividends and other distributions arising out of or in respect thereof, and all books, records, papers and general intangibles related thereto (the "ERC Dallas Campus Ownership Interests").

Pursuant to that certain Ownership Interests Pledge and Security Agreement, dated as of April 28, 2006, as amended on November 27, 2007 by Amendment No. 1 and Reaffirmation of Ownership Interest Pledge, entered into by and among the Prepetition Agent, for the benefit of the Dallas Campus Prepetition Revolving Lenders, and Dallas Campus GP (the "Dallas Campus Prepetition Dallas Campus GP Ownership Interest Pledge Agreement," attached as Exhibit N in the CD enclosed with the Claim and, together with the Dallas Campus Prepetition ERC Ownership Interest Pledge Agreement, the "Ownership Interest Pledges"), Dallas Campus GP granted to the Prepetition Agent, for the benefit of itself and the Dallas Campus Prepetition Revolving Lenders, to secure Dallas Campus' obligations under the Dallas Campus Prepetition Credit Documents, a first-priority security interest in and continuing lien on Dallas Campus GP's general partnership interests in Dallas Campus, whether then owned or thereafter acquired, all present and future rights of Dallas Campus GP to receive any income, cash profits, proceeds, or distributions arising therefrom, together with all proceeds, both cash and non-cash, arising out of or in respect of the foregoing, all substitutions, additions, interest, dividends and other distributions arising out of or in respect thereof, and all books, records, papers and general intangibles related thereto (the "Dallas Campus GP Dallas Campus Ownership Interests" and, together with the ERC Dallas Campus Ownership Interests, the "Dallas Equity Interests").

Pursuant to the Ownership Interest Pledges, the Dallas Campus Prepetition Obligations under the Dallas Campus Prepetition Credit Documents, are secured by the Dallas Equity Interests, which comprise 100% of the equity interests in Dallas Campus as well as 100% of the equity interests in Dallas Campus GP. In addition to the Ownership Interest Pledges, Prepetition Agent, for the benefit of the Dallas Campus Prepetition Revolving Lenders, perfected its security interest in the Dallas Equity Interest by filing various UCC-1 Financing Statements against ERC

and Dallas Campus GP, including, but not limited to filing numbers 181251073 and 181264435 filed with the Maryland State Department of Assessments and Taxation and attached with various other UCC-1 financing Statements filed against Dallas Campus described below and attached as Exhibit T in the CD enclosed with the Claim.

*Assignment of Development Fees and Management Fees*

Pursuant to that certain Collateral Assignment of Development Fees and Subordination Agreement, dated as of November 30, 2005, as reaffirmed on November 27, 2007 by the Reaffirmation of Collateral Assignment of Development Fees and Subordination Agreement, entered into by and among the Prepetition Agent, for the benefit of the Dallas Campus Prepetition Revolving Lenders, and ERC (the "Dallas Campus Prepetition Development Fees Assignment Agreement," attached as Exhibit O in the CD enclosed with the Claim), ERC granted to the Prepetition Agent, for the benefit of itself and the Dallas Campus Prepetition Revolving Lenders, to secure Dallas Campus' obligations under the Dallas Campus Prepetition Credit Documents, a first-priority security interest in and continuing lien on Dallas Campus' and ERC's entire present and future interest in, to and under that certain Development Agreement, dated as of November 30, 2005, by and among Dallas Campus, as owner, and ERC, as developer (as may have been amended, restated, supplemented or otherwise modified from time to time, the "Dallas Campus Prepetition Development Agreement"), all fees, income and profits of any kind arising from such interests in the Dallas Campus Prepetition Development Agreement and any renewals or extensions thereof, and all proceeds of the foregoing.

Pursuant to that certain Collateral Assignment of Management Fees and Subordination Agreement, dated as of November 30, 2005, as reaffirmed on November 27, 2007 by the Reaffirmation of Collateral Assignment of Management Fees and Subordination Agreement,

entered into by and among the Prepetition Agent, for the benefit of the Dallas Campus Prepetition Revolving Lenders, and ERC (the "Dallas Campus Prepetition Management Fees Assignment Agreement," attached as Exhibit P in the CD enclosed with the Claim), ERC granted to the Prepetition Agent, for the benefit of itself and the Dallas Campus Prepetition Revolving Lenders, to secure Dallas Campus' obligations under the Dallas Campus Prepetition Credit Documents, a first-priority security interest in and continuing lien on Dallas Campus' and ERC's entire present and future interest in, to and under that certain Management and Marketing Agreement, dated as of November 30, 2005, by and among Highland Springs, as operator, and ERC, as manager (as may have been amended, restated, supplemented or otherwise modified from time to time, the "Dallas Campus Prepetition Management Agreement"), all fees, income and profits of any kind arising from such interests in the Dallas Campus Prepetition Management Agreement and any renewals or extensions thereof, and all proceeds of the foregoing.

Ground Lease / Tri-Party Agreement

Pursuant to the Ground Lease Agreement, dated as of April 28, 2006 (as may have been amended, restated, supplemented or otherwise modified from time to time, the "Ground Lease," attached as Exhibit Q in the CD enclosed with the Claim), between MSRESS III Dallas Campus, L.P. ("MSRESS" or the "Ground Lessor") and Dallas Campus, the Ground Lessor agreed to lease to Dallas Campus property comprising approximately 89 acres located at 8000 Franklin Road, Dallas, Collin County, Texas (the "Property"). The Ground Lease, along with any other agreements, instruments, notes, guaranties and other documents executed in connection therewith are collectively referred to herein as the "Dallas Campus Prepetition Subordinate Documents." All obligations of Dallas Campus, ERC and Dallas Campus GP arising under the Ground Lease or any other Dallas Campus Prepetition Subordinate

Document, including all loans, advances, debts, liabilities, principal, interest, fees, charges, expenses and obligations for the performance of covenants, tasks or duties, or for the payment of monetary amounts owing to the Ground Lessor by Dallas Campus, of any kind or nature, whether or not evidenced by any note, agreement or other instrument shall hereinafter be referred to as the “Dallas Campus Prepetition Subordinate Obligations.”

ERC and Dallas Campus GP, as pledgors (collectively, the “Pledgor”) granted to MSRESS, as pledgee, for the benefit of MSRESS, to secure the Dallas Campus’ obligations under the Ground Lease, a second-priority security interest in and lien on the Pledgor’s entire partnership interests in the Debtor (the “Partnership Interest”), including, without limitation, all of the Pledgor’s capital accounts in and interest in the income, profits, gains and losses of the Debtor and of the Pledgor’s right to receive distributions and the return of capital contributions from the Debtor with respect to the Partnership Interest. Pursuant to that certain Assignment of Licenses, Permits, Plans, Contracts and Warranties, dated as of April 28, 2006, entered into by and among the Debtor, as assignor, and MSRESS, as assignee (as amended, restated, supplemented or otherwise modified from time to time, the “Dallas Campus Prepetition Subordinate Assignment Agreement”), the Debtor granted to MSRESS, for the benefit of MSRESS, to secure the Debtor’s obligations under the Dallas Campus Prepetition Subordinate Documents, a second-priority security interest in and continuing lien on all of Dallas Campus’ right, title and interest in and to certain licenses, permits, plans, contracts and warranties relating to the design, development, construction, ownership, operation, management and use of the Land (as defined in the Dallas Campus Prepetition Subordinate Assignment Agreement). All collateral granted or pledged by Dallas Campus, ERC and Dallas Campus GP pursuant to and in

connection with the Dallas Campus Prepetition Subordinate Documents shall collectively be referred to herein as the "Dallas Campus Prepetition Subordinate Collateral."

Pursuant to that certain Subordination Agreement, dated as of April 28, 2006 (as may have been amended, restated, supplemented or otherwise modified from time to time, the "Dallas Campus Prepetition Ground Lease Subordination Agreement," attached as Exhibit R in the CD enclosed with the Claim), MSRESS agreed to subordinate the Ground Lease to the Prepetition Deed of Trust.

Pursuant to that certain Ground Lessor Tri-Party Agreement, dated as of April 28, 2006, as amended on November 27, 2007 by Amendment No. 1 to Ground Lessor Tri-Party Agreement and Consent of Ground Lessor, entered into by and among the Prepetition Agent, for the benefit of the Dallas Campus Prepetition Revolving Lenders, MSRESS and Dallas Campus (the "Dallas Campus Prepetition Tri-Party Agreement," attached as Exhibit S in the CD enclosed with the Claim), MSRESS agreed, among other things, to subordinate all of MSRESS' interests in the Retirement Community, the Land (each as defined in the Dallas Campus Prepetition Tri-Party Agreement), improvements thereon, the partnership interests of the Dallas Campus and the interests which are subject to the Loan Documents (as defined in the Construction Loan Agreement) to the liens of the Prepetition Agent in such collateral and operation of the Loan Documents (as defined in the Construction Loan Agreement), including the encumbrances thereunder and the terms and conditions thereof. Pursuant to the Dallas Campus Prepetition Tri-Party Agreement, any Liens (as defined in the Dallas Campus Prepetition Tri-Party Agreement) securing the Subordinated Obligations (as defined in the Dallas Campus Prepetition Tri-Party Agreement) and all of their terms and provisions are junior in priority to the priority and effect of the Liens (as defined in the Dallas Campus Prepetition Tri-Party Agreement) securing the



Priority Loan Obligations (as defined in the Dallas Campus Prepetition Tri-Party Agreement) and all of their terms and provisions.

*UCCs and Related Documentation*

The Prepetition Agent perfected the security interests of the Prepetition Revolving Lenders in the above-referenced collateral, and ensured that the same would be non-avoidable, by recording their various security documents with the state including, but not limited to, timely filing and maintaining financing statements with the appropriate authorities and recording land interests in the land records of Collin County, Texas. See Exhibits C, F and T. Exhibit T includes, without limitation, various UCC-1 Financing Statements filed against Dallas Campus including filing numbers 181231227, 1000361992215875 and 181251065 filed with the Maryland State Department of Assessments and Taxation.

*Subordinated Highland Springs Documentation*

Pursuant to that certain Community Loan Agreement, dated as of November 30, 2005, entered into by and among Highland Springs, Inc. ("Highland Springs"), the NFP that operates the Dallas Campus CCRC, as lender, and Dallas Campus, as borrower (as may have been amended, restated, supplemented or otherwise modified from time to time, the "Community Loan Agreement," attached as Exhibit U in the CD enclosed with the Claim), Highland Springs agreed to loan to Dallas Campus all IEDs paid to or to be paid by the Residents (as defined in the Community Loan Agreement) to Highland Springs up to the aggregate principal amount of \$483,000,000.

Pursuant to that certain Working Capital Loan Agreement, dated as of November 30, 2005, entered into by and among Dallas Campus, as lender, and Highland Springs, as borrower (as may have been amended, restated, supplemented or otherwise modified from time

to time, the "Working Capital Loan Agreement," attached as Exhibit V in the CD enclosed with the Claim), Dallas Campus agreed to extend a revolving credit facility to Highland Springs from time to time in an aggregate principal amount of up to \$33,657,000. The Community Loan Agreement and the Working Capital Loan Agreement, along with any other agreements, instruments, notes, guaranties and other documents executed in connection therewith (including, but not limited to, the Master Lease, the Dallas Campus Prepetition Development Agreement and the Dallas Campus Prepetition Management Agreement) are collectively referred to herein as the "Dallas Campus Prepetition NFP Documents." All obligations of Dallas Campus and Highland Springs arising under any of the Dallas Campus Prepetition NFP Documents, including all loans, advances, debts, liabilities, principal, interest, fees, charges, expenses and obligations for the performance of covenants, tasks or duties, or for the payment of monetary amounts owing to Dallas Campus by Highland Springs and to Highland Springs by Dallas Campus, of any kind or nature, whether or not evidenced by any note, agreement or other instrument, shall hereinafter be referred to as the "Dallas Campus Prepetition NFP Obligations."

Pursuant to certain collateral documents (referred to herein as the "Dallas Campus Prepetition NFP Collateral Documents"), including that certain Security Agreement, dated as of November 30, 2005, entered into by and among Highland Springs and Dallas Campus (as may have been amended, restated, supplemented or otherwise modified from time to time, the "Dallas Campus Prepetition Highland Springs Security Agreement," attached as Exhibit W in the CD enclosed with the Claim), Highland Springs granted to Dallas Campus, to secure Highland Springs' obligations under the Working Capital Loan Agreement, the Master Lease and the Community Loan Agreement, a first-priority security interest in and continuing lien on all of the Collateral (as defined in the Dallas Campus Prepetition Highland Springs Security Agreement),

including, but not limited to, all of Highland Spring's accounts, deposit accounts, instruments, documents, chattel paper, investment property, letter of credit rights, commercial tort claims, general intangibles, goods, inventory, equipment, receivables and receivable records, and all proceeds, products, accessions, additions to, substitutions for and replacements of or in respect of any of the foregoing, in each case whether then owned or existing or thereafter acquired. All collateral granted or pledged by Dallas Campus and Highland Springs pursuant to and in connection with the Dallas Campus Prepetition NFP Obligations shall collectively be referred to herein as the "Dallas Campus Prepetition NFP Collateral."

Pursuant to that certain Collateral Assignment and Security Agreement in Respect of Contracts, Licenses and Permits, dated as of November 30, 2005, entered into by and among Highland Springs and Dallas Campus (as may have been amended, restated, supplemented or otherwise modified from time to time, the "Dallas Campus Prepetition Highland Springs Collateral Assignment of Contracts," attached as Exhibit X in the CD enclosed with the Claim), Highland Springs granted to Dallas Campus, to secure Highland Springs' obligations under the Working Capital Loan Agreement, the Master Lease and the Community Loan Agreement, a first-priority security interest in and continuing lien on the Assigned Contracts and Permits (as defined in the Dallas Campus Prepetition Highland Springs Collateral Assignment of Contracts), including, but not limited to, all contracts, licenses, permits, approvals, agreements and warranties, all of Highland Springs' right, title and interest therein, all proceeds and products thereof, and all accounts, contract rights and general intangibles related thereto, which are in any manner related to the Property (as defined in the Dallas Campus Prepetition Highland Springs Collateral Assignment of Contracts) or the Project (as defined in the Dallas Campus Prepetition

Highland Springs Collateral Assignment of Contracts), in each case whether then owned or existing or thereafter acquired.

Pursuant to that certain Pledge and Assignment, dated as of November 30, 2005, entered into by and among Highland Springs, as assignor, and Dallas Campus, as assignee (as may have been amended, restated, supplemented or otherwise modified from time to time, the "Dallas Campus Prepetition Highland Springs Pledge and Assignment," attached as Exhibit Y in the CD enclosed with the Claim), Highland Springs granted to Dallas Campus, to secure Highland Springs' obligations under the Working Capital Loan Agreement, the Master Lease and the Community Loan Agreement, a first-priority security interest in and continuing lien on the Collateral (as defined in the Dallas Campus Prepetition Highland Springs Pledge and Assignment), including, but not limited to, all of Highland Springs' right, title and interest in, to and under all Residence and Care Documents (as defined in the Dallas Campus Prepetition Highland Springs Pledge and Assignment), all future and present IEDs, the Escrow Account (as defined in the Dallas Campus Prepetition Highland Springs Pledge and Assignment) and all proceeds of any of the foregoing.

Pursuant to that certain Leasehold Deed of Trust, Security Agreement and Fixture Financing Statement, dated as of November 30, 2005, entered into by and among Highland Springs, as grantor, and Dallas Campus, as beneficiary (as may have been amended, restated, supplemented or otherwise modified from time to time, the "Dallas Campus Prepetition Highland Springs Leasehold Deed of Trust," attached as Exhibit Z in the CD enclosed with the Claim), Highland Springs granted to Abraham Friedman, as trustee, for the benefit of Dallas Campus, to secure Highland Springs' obligations under the Working Capital Loan Agreement, the Master Lease and the Community Loan Agreement, a lien upon and mortgage against the

Premises (as defined in the Dallas Campus Prepetition Highland Springs Leasehold Deed of Trust), together with the rights, privileges and appurtenances thereto.

Pursuant to that certain Deed of Trust, Security Agreement and Fixture Filing, dated as of November 30, 2005, entered into by and among Dallas Campus, as grantor, and Highland Springs, as grantee (as may have been amended, restated, supplemented or otherwise modified from time to time, the "Dallas Campus Prepetition NFP Deed of Trust," attached as Exhibit AA in the CD enclosed with the Claim), Dallas Campus granted to William D. Cleveland, as trustee, for the benefit of Highland Springs, to secure Dallas Campus' obligations under the Community Loan Agreement, a lien upon and mortgage against the Mortgaged Property (as defined in the Dallas Campus Prepetition NFP Deed of Trust) and a security interest in all of Dallas Campus' rights, title and interest in, to, under and with respect to the Personal Property (as defined in the Dallas Campus Prepetition NFP Deed of Trust).

Pursuant to that certain Lockbox Account Agreement, dated as of November 30, 2005, entered into by and among Highland Springs, as assignor, and Dallas Campus, as secured party (as may have been amended, restated, supplemented or otherwise modified from time to time, the "Dallas Campus Lockbox Agreement," attached as Exhibit BB in the CD enclosed with the Claim), Highland Springs and Dallas Campus agreed, among other things, to certain procedures for the payment of Highland Springs' obligations to Dallas Campus under the Working Capital Loan Agreement and the Master Lease and the Dallas Campus' obligations to Highland Springs under the Community Loan Agreement.

Pursuant to that certain Subordination of Deed of Trust, dated November 30, 2005, executed by Highland Springs for the benefit of the Prepetition Agent and the Dallas Campus Prepetition Revolving Lenders (as may have been amended, restated, supplemented or otherwise

modified from time to time, the “Dallas Campus Prepetition Highland Springs Subordination Deed of Trust,” attached as Exhibit CC in the CD enclosed with the Claim), Highland Springs agreed to subordinate the Dallas Campus Prepetition NFP Deed of Trust to the Dallas Campus Prepetition Deed of Trust. Furthermore, pursuant to that certain Subordination and Standstill Agreement, dated as of November 30, 2005, entered into by and among the Prepetition Agent, for the benefit of the Dallas Campus Prepetition Revolving Lenders, and Highland Springs (as may have been amended, restated, supplemented or otherwise modified from time to time, the “Dallas Campus Prepetition Highland Springs Subordination Agreement,” attached as Exhibit DD in the CD enclosed with the Claim), Highland Springs agreed to subordinate any and all indebtedness of Dallas Campus to Highland Springs then or thereafter existing, together with any interest thereon, to Dallas Campus’ obligations under the Dallas Campus Prepetition Credit Documents. Further, pursuant to the Pledge and Assignment, Dallas Campus assigned and granted a security interest in collateral including “all of [Dallas Campus’] right, title and interest in and to certain agreements, instruments and documents between [Dallas Campus] and Highland Springs, Inc. . . . and all Proceeds of any of the foregoing.” Pledge and Assignment at 1 (definition of “collateral”), § 2. The pledged collateral specifically included, among other agreements, the Community Loan and the Master Lease. Pledge and Assignment Ex. A.

#### **Claim Amount**

Prior to October 19, 2009 (the “Petition Date”), Dallas Campus defaulted on its payment obligations to the Prepetition Revolving Lenders under the terms and conditions of the Prepetition Collateral Loan Documents. As of the Petition Date, the amounts owed to each Prepetition Revolving Lender under the Prepetition Collateral Loan Documents were not less than the following:

1. Bank of America, N.A., as successor to Fleet National Bank

|                                      |                                |
|--------------------------------------|--------------------------------|
| Principal:                           | \$ 20,697,842.14               |
| Interest:                            | \$ 617,236.65                  |
| Late Charges:                        | \$                             |
| Forbearance Fees:                    | \$ 540,000.00                  |
| Unused Fee:                          | \$ 19,534.92                   |
| Fixed Agent Fee:                     | \$                             |
| Legal Fees and Expenses              |                                |
| (Counsel for Administrative Agent):  | \$ 30,726.00                   |
| (Counsel for Bank of America, N.A.): | \$                             |
| Professional Fees (non-legal):       | \$ 26,822.23                   |
| Lien Searches:                       | \$                             |
| Title Check Expenses:                | \$                             |
| <b>Total:</b>                        | <b><u>\$ 21,932,161.94</u></b> |

*(Interest rate as of Petition Date = 7.25% (i.e., Prime plus 400 bps)*  
*(Per diem interest as of Petition Date = \$10,806.74)*

2. Branch Banking and Trust Company, as successor to Colonial Bank

|                                     |                               |
|-------------------------------------|-------------------------------|
| Principal:                          | \$ 7,665,867.40               |
| Interest:                           | \$ 228,606.17                 |
| Late Charges:                       | \$                            |
| Forbearance Fees:                   | \$ 200,000.00                 |
| Unused Fee:                         | \$ 7,235.15                   |
| Fixed Agent Fee:                    | \$                            |
| Legal Fees and Expenses             |                               |
| (Counsel for Administrative Agent): | \$ 11,380.00                  |
| (Counsel for BB&T):                 | \$                            |
| Professional Fees (non-legal):      | \$ 9,934.16                   |
| Lien Searches:                      | \$                            |
| Title Check Expenses:               | \$                            |
| <b>Total:</b>                       | <b><u>\$ 8,123,022.88</u></b> |

*(Interest rate as of Petition Date = 7.25% (i.e., Prime plus 400 bps)*  
*(Per diem interest as of Petition Date = \$10,806.74)*

3. Compass Bank, as successor to Guaranty Bank

|                                     |                                |
|-------------------------------------|--------------------------------|
| Principal:                          | \$ 14,565,148.17               |
| Interest:                           | \$ 434,351.72                  |
| Late Charges:                       | \$                             |
| Forbearance Fees:                   | \$ 380,000.00                  |
| Unused Fee:                         | \$ 13,746.79                   |
| Fixed Agent Fee:                    | \$                             |
| Legal Fees and Expenses             |                                |
| (Counsel for Administrative Agent): | \$ 21,622.00                   |
| (Counsel for Compass):              | \$                             |
| Professional Fees (non-legal):      | \$ 18,874.90                   |
| Lien Searches:                      | \$                             |
| Title Check Expenses:               | \$                             |
| <b>Total:</b>                       | <b><u>\$ 15,433,743.58</u></b> |

*(Interest rate as of Petition Date = 7.25% (i.e., Prime plus 400 bps)*  
*(Per diem interest as of Petition Date = \$10,806.74)*

4. Sovereign Bank

|                                     |                                |
|-------------------------------------|--------------------------------|
| Principal:                          | \$ 10,732,214.43               |
| Interest:                           | \$ 320,048.64                  |
| Late Charges:                       | \$                             |
| Forbearance Fees:                   | \$ 280,000.00                  |
| Unused Fee:                         | \$ 10,129.22                   |
| Fixed Agent Fee:                    | \$                             |
| Legal Fees and Expenses             |                                |
| (Counsel for Administrative Agent): | \$ 15,932.00                   |
| (Counsel for Sovereign):            | \$                             |
| Professional Fees (non-legal):      | \$ 13,907.82                   |
| Lien Searches:                      | \$                             |
| Title Check Expenses:               | \$                             |
| <b>Total:</b>                       | <b><u>\$ 11,372,232.11</u></b> |

*(Interest rate as of Petition Date = 7.25% (i.e., Prime plus 400 bps)*  
*(Per diem interest as of Petition Date = \$10,806.74)*

As of December 31, 2009, additional amounts owed to each Prepetition Revolving Lender under Prepetition Collateral Loan Documents, were as follows:



1. Bank of America, N.A., as successor to Fleet National Bank

|   |                               |
|---|-------------------------------|
| Interest:                               | \$ 921,523.68                 |
| Late Charges:                           | \$                            |
| Legal Fees and Expenses                 |                               |
| (Counsel for Administrative Agent):     | \$ 190,798.52                 |
| (Counsel for Bank of America, N.A.):    | \$                            |
| Professional Fees (non-legal):          | \$ 40,943.19                  |
| Appraisal Fees:                         | \$ 6,852.36                   |
| Unused Fee:                             | \$ 13,145.23                  |
| <b>Total (as of December 31, 2009):</b> | <b><u>\$ 1,173,262.98</u></b> |

*(Interest rate as of Petition Date = 7.25% (i.e., Prime plus 400 bps)*  
*(Per diem interest as of Petition Date = \$10,806.74)*

2. Branch Banking and Trust Company, as successor to Colonial Bank

|   |                             |
|---|-----------------------------|
| Interest:                               | \$ 341,305.07               |
| Late Charges:                           | \$                          |
| Legal Fees and Expenses                 |                             |
| (Counsel for Administrative Agent):     | \$ 70,666.12                |
| (Counsel for BB&T):                     | \$ 0.00                     |
| Professional Fees (non-legal):          | \$ 15,164.14                |
| Appraisal Fees:                         | \$ 2,537.91                 |
| Unused Fee:                             | \$ 4,868.60                 |
| <b>Total (as of December 31, 2009):</b> | <b><u>\$ 434,541.84</u></b> |

*(Interest rate as of Petition Date = 7.25% (i.e., Prime plus 400 bps)*  
*(Per diem interest as of Petition Date = \$10,806.74)*

3. Compass Bank, as successor to Guaranty Bank

|   |                             |
|---|-----------------------------|
| Interest:                               | \$ 648,479.62               |
| Late Charges:                           | \$                          |
| Legal Fees and Expenses                 |                             |
| (Counsel for Administrative Agent):     | \$ 134,265.63               |
| (Counsel for Compass):                  | \$ 2,962.58                 |
| Professional Fees (non-legal):          | \$ 28,811.87                |
| Appraisal Fees:                         | \$ 4,822.03                 |
| <u>Unused Fee:</u>                      | <u>\$ 9,250.35</u>          |
| <b>Total (as of December 31, 2009):</b> | <b><u>\$ 828,592.08</u></b> |

*(Interest rate as of Petition Date = 7.25% (i.e., Prime plus 400 bps)*  
*(Per diem interest as of Petition Date = \$10,806.74)*

4. Sovereign Bank

|   |                             |
|---|-----------------------------|
| Interest:                               | \$ 477,827.10               |
| Late Charges:                           | \$                          |
| Legal Fees and Expenses                 |                             |
| (Counsel for Administrative Agent):     | \$ 98,932.57                |
| (Counsel for Sovereign Bank):           | \$ 5,982.77                 |
| Professional Fees (non-legal):          | \$ 21,229.80                |
| Appraisal Fees:                         | \$ 3,553.07                 |
| <u>Unused Fee:</u>                      | <u>\$ 6,816.04</u>          |
| <b>Total (as of December 31, 2009):</b> | <b><u>\$ 614,341.35</u></b> |

*(Interest rate as of Petition Date = 7.25% (i.e., Prime plus 400 bps)*  
*(Per diem interest as of Petition Date = \$10,806.74)*

As of December 31, 2009, the total aggregate amount owed to the Prepetition Revolving Lenders under the Prepetition Collateral Loan Documents were not less than the following:

|   |                               |
|---|-------------------------------|
| Interest:                               | \$ 2,389,135.47               |
| Late Charges:                           | \$                            |
| Legal Fees and Expenses                 |                               |
| (Counsel for Administrative Agent):     | \$ 494,662.83                 |
| (Counsel for Other Lenders):            | \$ 8,945.35                   |
| Professional Fees (non-legal):          | \$ 106,149                    |
| Appraisal Fees:                         | \$ 17,765.37                  |
| Unused Fee:                             | \$ 34,080.22                  |
| <b>Total (as of December 31, 2009):</b> | <b><u>\$ 3,050,738.24</u></b> |

*(Interest rate as of Petition Date = 7.25% (i.e. Prime + 400 bps)  
(Per diem interest as of Petition Date = \$10,806.74)*

As of the Petition Date, the total aggregate amount currently owed to the Prepetition Revolving Lenders under the Prepetition Collateral Loan Documents is not less than the following:<sup>2</sup>

|                                     |                                |
|-------------------------------------|--------------------------------|
| Principal:                          | \$ 53,661,072.14               |
| Interest:                           | \$ 3,989,378.65                |
| Late Charges:                       | \$                             |
| Forbearance Fees:                   | \$ 1,400,000.00                |
| Unused Fee:                         | \$ 84,726.30                   |
| Appraisal Fee:                      | \$ 17,765.37                   |
| Legal Fees and Expenses             |                                |
| (Counsel for Administrative Agent): | \$ 574,322.84                  |
| (Counsel for Other Lenders):        | \$ 8,945.35                    |
| Professional Fees (non-legal):      | \$ 175,688.11                  |
| Lien Searches:                      | \$                             |
| Title Check Expenses:               | \$                             |
| <b>Total (as of Petition Date):</b> | <b><u>\$ 59,911,898.76</u></b> |

*(Interest rate as of Petition Date = 7.25% (i.e. Prime + 400 bps)  
(Per diem interest as of Petition Date = \$10,806.74)*

<sup>2</sup> Includes amounts accrued post-petition through December 31, 2009.

In addition to the collateral securing the Claim pursuant to the terms of the Dallas Campus Prepetition Credit Documents, the Obligors (as defined in Amendment 2 to Construction Loan) made a deposit in an amount of \$100,000.00 into the Expense Reserve Account (as defined in Amendment 2 to Construction Loan), of which \$34,531.09 remains after the deposit was applied prior to the Petition Date to certain costs reimbursable to Prepetition Agent (the "Deposit"). The Deposit secures the repayment of attorney fees, costs and expenses, appraisal fees, consultant fees and other expenses incurred by Prepetition Agent and Prepetition Revolving Lenders with respect to the Dallas Campus Prepetition Credit Documents (the "Professional Expenses"). As such, in the event the Claim is deemed to be an allowed claim of Debtors, Prepetition Agent would setoff the full amount of the Deposit against certain of the prepetition Professional Expenses.

#### **Prepetition Agent as an "Authorized Agent"**

In accordance with the Claims Protocol Order, the Prepetition Agent is an "authorized agent" within the meaning of Federal Rule of Bankruptcy Procedure 3001(b) who may file a proof of claim on behalf of the Prepetition Revolving Lenders with respect to the Dallas Campus Prepetition Revolving Credit Facility. Notwithstanding the foregoing, any Prepetition Revolving Lender may, but need not, file its own proof(s) of claim for amounts due, which may be duplicative of amounts set forth in the Claim if such Prepetition Revolving Lender disagrees with the amount, basis, documentation or any other assertion set forth in the Claim or for any other reason. In addition, any Prepetition Revolving Lender may file proof(s) of claim for amounts due pursuant to other rights, remedies, claims or allegations such Prepetition Revolving Lender may assert that are not duplicative of rights, remedies, claims or allegations set forth in the Claim.

### **Reservation of Rights**

The filing of this Claim shall not constitute or be deemed to be a waiver or release of any claims or rights of Prepetition Agent or Prepetition Revolving Lenders against any other person or entity liable for all or a part of the Claim described herein. Furthermore, this Claim shall not be construed as an admission or an acknowledgment of the status of the Dallas Campus Prepetition Credit Documents or any of the parties' positions thereunder. Prepetition Agent and Prepetition Revolving Lenders, individually and collectively, hereby reserve the right to take any legal position with respect to the Dallas Campus Prepetition Credit Documents at any time. Prepetition Agent and Prepetition Revolving Lenders, individually and collectively, hereby reserve the right to file additional claims including unsecured, unsecured priority and administrative expense claims against any of the above-captioned Debtors at the appropriate time. In addition to the foregoing claim amounts, Prepetition Agent and Prepetition Revolving Lenders, individually and collectively, reserve the right to collect as part of their respective claims against Dallas, Dallas GP, ERC and Erickson Construction, in accordance with the terms of the Dallas Campus Prepetition Credit Documents and applicable law, all pre-petition and post-petition interest, fees and late charges that accrue under the Dallas Campus Prepetition Credit Documents, including all pre-petition and post-petition attorneys' fees and expenses that any or all of the Prepetition Revolving Lenders has incurred and hereafter incurs as a result of the filing of this bankruptcy case, the defaults existing under the Dallas Campus Prepetition Credit Documents and the enforcement of rights and remedies of any and all of the Prepetition Revolving Lenders under the Dallas Campus Prepetition Credit Documents.

The Prepetition Revolving Lenders, individually and collectively, reserve 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 its collateral under the Dallas Campus Prepetition Credit Documents is insufficient to satisfy the Prepetition Revolving Lenders' claims against Dallas, Dallas GP, ERC and Erickson Construction under the Dallas Campus Prepetition Credit Documents. The Prepetition Revolving Lenders, individually and collectively, also reserve 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 of admission that the Bankruptcy Court has jurisdiction over the Prepetition Revolving Lenders' claims against any debtor or non-debtor entity, and the Prepetition Revolving Lenders reserve all rights with respect thereto.

PLEASE FOLD THIS SHIPPING DOCUMENT IN HALF AND PLACE IT IN A WAYBILL POUCH AFFIXED TO YOUR SHIPMENT SO THAT THE BARCODE PORTION OF THE LABEL CAN BE READ AND SCANNED. \*\*\*WARNING: USE ONLY THE PRINTED ORIGINAL LABEL FOR SHIPPING. USING A PHOTOCOPY OF THIS LABEL FOR SHIPPING PURPOSES IS FRAUDULENT AND COULD RESULT IN ADDITIONAL BILLING CHARGES, ALONG WITH THE CANCELLATION OF YOUR FEDEX ACCOUNT NUMBER.

From: Origin ID: TRLA (214) 234 7783  
Misty Rawdon  
BB&T-WALNUT HILL  
8144 WALNUT HILL LN STE 180  
  
DALLAS, TX 75231



CLB-7062 C/21/23

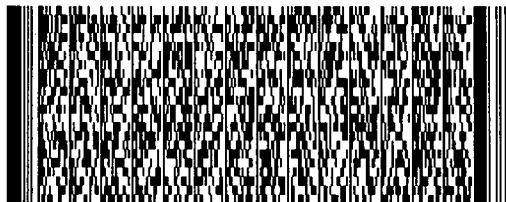
SHIP TO: (952) 404 5700 BILL SENDER  
**BMC Group Inc.**  
**Erickson Retirement Communities, LL**  
**18750 Lake Drive East**  
  
**Chanhassen, MN 55317**

Ship Date: 24FEB10  
ActWgt: 2 LB  
System#: 655365/FXRS0851  
Account#: S 255185136

Delivery Address Bar Code



Ref # 0405753  
Invoice #  
PO #  
Dept #

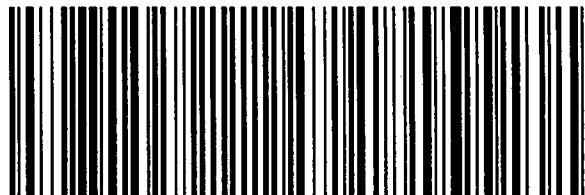


TRK# 4205 4209 4382  
0201

THU - 25FEB A1  
**PRIORITY OVERNIGHT**

**NW-FBLA**

MSP  
MN-US  
55317



**BB&T**

**Branch Banking and Trust Company**

Walnut Hill Office  
8144 Walnut Hill Lane, Suite 180  
Dallas, Texas 75231

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

Re: Erickson Retirement Communities  
Proof of Claim  
Case # 09-37010

Gentlemen:

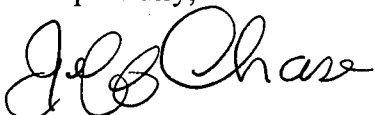
Enclosed you will find the following:

1. Original Proof of Claim with Rider attached.
2. A discontaining all the documents referred as Exhibits in the Rider.
3. A self-addressed envelope back to the undersigned.

Please file the original Proof of Claim and mark the enclosed copy of the Proof of Claim "Filed" and return to me in the enclosed envelope.

Thank you for your assistance in this matter.

Respectfully,



Jeff Chase

(214) 373-5897