

UNITED STATES BANKRUPTCY COURT Northern District of Texas		PROOF OF CLAIM
Name of Debtor: Littleton Campus, LLC		Case Number: 09-37023
<i>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.</i>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Manufacturers and Traders Trust Company		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ <i>(If known)</i> Filed on: _____
Name and address where notices should be sent: Manufacturers and Traders Trust Company 25 South Charles Street, 10th Floor, Baltimore, MD 21201 Attn: Linda J. Weinberg, Senior Vice President Telephone number: (410) 244-4025		
Name and address where payment should be sent (if different from above): Telephone number:		<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.
1. Amount of Claim as of Date Case Filed: \$ <u>7,848,566.24</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(____). Amount entitled to priority: \$ _____ <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>
2. Basis for Claim: <u>see attached</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe: <u>see attached</u> Value of Property: \$ <u>TBD</u> Annual Interest Rate _____ % <u>see attached</u> Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ <u>see attached</u> Basis for perfection: <u>see attached</u> Amount of Secured Claim: \$ <u>7,848,566.24</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. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) SEE ATTACHED DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		
Date: 02/23/2010	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. Manufacturers and Traders Trust Company By: Mark S. Gaffin, Vice President  410-244-3932	

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.



Addendum to Proof of Claim of:
Manufacturers and Traders Trust Company, as Lender in
In re Erickson Retirement Communities, et al.
Chapter 11 Case No. 09-37010 (Jointly Administered)
**(Littleton Campus, LLC, Erickson Retirement Communities, LLC
and Erickson Group, LLC)**

Introduction

Capmark Finance, Inc., N.A., successor in interest to GMAC Commercial Mortgage Corporation, as administrative agent and collateral agent (in such capacities, the "Littleton Agent") on behalf and for the benefit of (i) Capmark Finance, Inc., (ii) Bank of America, N.A., (iii) Sovereign Bank, and (iv) Manufacturers and Traders Trust Company (collectively, the "Littleton Lenders"), submits this addendum to its proof of claim (the "Claim") against Littleton Campus, LLC (the "Littleton Debtor"), Erickson Retirement Communities, LLC ("ERC") and Erickson Group, LLC ("Erickson Group"; together with Littleton Debtor and ERC, the "Debtors").

In accordance with the Order Granting Joint Motion to Establish Protocol Under Federal Rules of Bankruptcy Procedure 3001(c) and 3001(b) for Filing Proofs of Claims [Docket No. 797] (the "Claims Protocol Order"), the Littleton Agent is an "authorized agent" within the meaning of Federal Rule of Bankruptcy Procedure 3001(b) and 3003(c)(1) who may, but is not required to, file a proof of claim on behalf of the Littleton Lenders with respect to the Loan Documents (defined below). Notwithstanding the foregoing, any Littleton Lender may, but need not, file its own proof(s) of claim for amounts due, which may be additional or supplemental of amounts set forth in this Claim. In addition, pursuant to the Claims Protocol Order, this Claim does not affect or prejudice the rights of any Littleton Lender to file proof(s) of claim for amounts due pursuant to other rights, remedies, claims or allegations such Littleton Lender may assert, whether or not included in this Claim.

As of October 19, 2009 (the "Petition Date"), the Debtors were jointly and severally, indebted to the Littleton Agent in the outstanding amount of not less than \$64,895,369.75¹, plus accruing post petition interest, costs and expenses, arising out of and relating to a revolving loan facility (the "Construction Loan") that the Littleton Lenders extended to the Littleton Debtor.

Manufacturers and Traders Trust Company is a Littleton Lender and submits this claim for its *pro rata* share of the Claim, totaling \$7,848,566.24, and as more fully described herein.

¹ This Claim includes indebtedness of an approximate amount of \$1.7 million, relating to funds held in escrow by Chicago Title for the benefit of the Littleton Lenders. The Littleton Agent asserts that such funds are not assets of any of the Debtors' estate and in addition to all other reservations contained herein, reserves all of its rights with respect to such funds.

Summary of Documents Supporting Littleton Agent's Claim

This recitation of loan documents herein is to provide the Court and parties in interest with a summary of the relevant Construction Loan documents relating to Wind Crest Campus (defined below). The documents referenced and described herein include the primary agreements between the parties; however, not all documents relating to the financing of the Wind Crest Campus are described or otherwise referenced herein. Failure to describe or otherwise reference a document or ancillary document thereto shall not be deemed a waiver of any right, claim or interest by the Littleton Agent under such documents or otherwise. All of the loan documents referenced herein, together with all of the other agreements between the parties relating to the Littleton Lenders' financing the development of the Wind Crest Campus shall be referred to collectively as the "Loan Documents." Copies of all Loan Documents summarized herein have been filed with this Claim as "PDF" file documents on CDs supplied to the Claims Agent pursuant to the Claims Protocol Order.

1. Construction Loan.

The Littleton Agent is the administrative agent for the Littleton Lenders with respect to the Construction Loan to the Littleton Debtor for the development of a continuing care retirement facility located in Littleton, Colorado (the "Wind Crest Campus"). Pursuant to that certain construction loan agreement, dated as of March 29, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the ("Construction Loan Agreement"), by and between the Littleton Debtor and the Littleton Agent, the Littleton Lenders agreed to extend a revolving credit facility to Littleton Debtor in the aggregate principal amount of up to \$83,000,000 for the purpose of financing the construction and development of the Wind Crest Campus. A true and accurate copy of the Construction Loan Agreement is filed with this Claim as **Exhibit A**.

The Construction Loan, is evidenced by that certain Promissory Note made by Littleton Debtor and payable to the Littleton Agent. A true and accurate copy of the Promissory Note is filed with this Claim as **Exhibit B**.

In addition, to evidence the loans by the Littleton Lenders under the Construction Loan Agreement, the Littleton Debtor made the following separate promissory notes for each of the Littleton Lenders:

- (i) Revolving Promissory Note in the stated principal amount of \$33,000,000, payable to the order of Capmark Finance, Inc. (as amended and restated);
- (ii) Revolving Promissory Note in the stated principal amount of \$20,000,000, payable to the order of Bank of America, Inc. (as amended and restated);
- (iii) Revolving Promissory Note in the stated principal amount of \$20,000,000, payable to the order of Sovereign Bank (as amended and restated); and
- (iv) Revolving Promissory Note in the stated principal amount of \$10,000,000, payable to the order of Manufacturers and Traders Trust Company (as amended and restated).

2. **Guaranty and Indemnity.**

Pursuant to that certain Guaranty (Full Payment and Performance), dated March 29, 2006, executed by ERC and Erickson Group (together, the "Guarantors") for the benefit of the Littleton Agent and the Littleton Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty"), the Guarantors, jointly and severally, guaranteed the Guaranteed Obligations (as defined in the Guaranty), including but not limited to (i) all amounts due with respect to the Construction Loan; (ii) the payment of all expenses and charges relating to the Construction Loan; (iii) the performance of all obligations of the Littleton Debtor under the Construction Loan Agreement; and (iv) the lien-free completion of all Improvements (as defined in the Guaranty). A true and accurate copy of the Guaranty is filed with this Claim as **Exhibit C**.

Pursuant to that certain Environmental Indemnity Agreement, dated March 29, 2006, executed by Littleton Debtor and the Guarantors for the benefit of the Littleton Agent and the Littleton Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Environmental Indemnity"), the Littleton Debtor and the Guarantors agreed to, among other things, indemnify Littleton Agent against any and all Environmental Damages (as defined in the Environmental Indemnity). A true and accurate copy of the Environmental Indemnity is filed with this Claim as **Exhibit D**.

3. **Security and Collateral.**

The Construction Loan was secured by, *inter alia*, a first-priority lien against substantially all assets of Littleton Debtor including, but not limited to Littleton Debtor's right, title and interest in the property comprising the Wind Crest Campus. The security interests of the Littleton Agent arise under the terms of a variety of collateral agreements, guarantees, instruments and other documents executed in connection with the Construction Loan (collectively, the "Collateral Documents"), including but not limited to: (i) Security Agreement, Pledge and Collateral Assignment and Licenses and Residence and Care Agreements; (ii) Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing; and (iii) an Assignment of Leases and Rents. The Littleton Agent perfected its right, title and interest in all of the assets of Debtors relating to the Wind Crest Campus as provided in the Collateral Documents, by filing the following:

Debtor	Date of Filing/ Location of Filing	File No.	Form of Filing
Littleton Debtor	March 31, 2006/Maryland State Department of Assessments and Taxation	181261854	UCC-1
Erickson Group	March 31, 2006/Maryland State Department of Assessments and Taxation	181261866	UCC-1

Debtor	Date of Filing/ Location of Filing	File No.	Form of Filing
ERC	March 31, 2006/Maryland State Department of Assessments and Taxation	181261849	UCC-1
Littleton Debtor	March 30, 2006/Douglas County, Colorado	2006026263	Deed of Trust, Assignment of Rents

True and accurate copies of the above-referenced UCC-1 Financing Statements are filed with this Claim as **Exhibit E**.

Summary descriptions of aforementioned Collateral Documents are as follows:

- A. **Deed of Trust.** Pursuant to certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing, dated as of March 29, 2006 (as amended, restated, supplemented or otherwise modified from time to time) (the "DOT"), given by the Littleton Debtor, for the benefit of the Littleton Lenders, the Littleton Debtor secured its obligation under the Construction Loan documents by a first-priority security interest in and continuing lien on substantially all of Littleton Debtor's assets, including, *inter alia*, all of Littleton Debtor's real property, 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. A true and accurate copy of the DOT (including recordation reference) is filed with this Claim as **Exhibit F**.
- B. **Security Agreement.** Pursuant to that certain Security Agreement, Pledge and Collateral Assignment of Licenses and Residence and Care Agreements, dated as of March 29, 2006, entered into by and among the Littleton Agent for the benefit of the Littleton Lenders, Littleton Debtor and ERC (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Littleton Debtor and ERC granted to Littleton Agent, to secure Littleton Debtor's obligations under the Loan Documents and Guaranty, a first-priority security interest in and continuing lien on, *inter alia*, all of (a) Littleton Debtor's right, title and interest in (i) the Residence and Care Agreements (as defined in the Security Agreement); (ii) all contracts, licenses, permits, approvals, agreements and warranties, all accounts, contract rights and general intangibles related thereto, which are in any manner related to the Wind Crest Campus; (iii) all other Collateral as set forth in the Security Agreement; (b) ERC's right, title and interest in the Collateral (as defined Security Agreement), pertaining to such

Collateral which is located at, or is solely used in connection with, or related to, or arise from the Wind Crest Campus; and (c) all proceeds and products thereof;. A true and accurate copy of the Security Agreement is filed with this Claim as **Exhibit G**.

C. **Assignment of Leases and Rents.** Pursuant to that certain Assignment of Leases and Rents, dated as of March 29, 2006, entered into between Littleton Debtor and Littleton Agent for the benefit of the Littleton Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Rent Assignment"), Littleton Debtor transferred, sold, assigned, granted and conveyed to the Littleton Agent, to secure Littleton Debtor's obligations under the Loan Documents all of Littleton Debtor's right, title and interest in any and all Leases and Rents (as defined in the Rent Assignment), including that certain Master Lease and Use Agreement between Littleton Campus, as landlord, and non-debtor Wind Crest, Inc. ("Wind Crest"), as tenant, dated March 29, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Master Lease"). A true and accurate copy of the Rent Assignment is filed with this Claim as **Exhibit H**. A true and accurate copy of the Master Lease is filed with this Claim as **Exhibit I**.

D. **Member Interest Pledge.** Pursuant to that certain Member Interest Pledge Agreement, dated as of March 29, 2006, entered into by and among the Littleton Agent, for the benefit of the Littleton Lenders, and ERC (as amended, restated, supplemented or otherwise modified from time to time, the "ERC Member Interest Pledge"), ERC granted to the Littleton Agent, to secure ERC's obligations under the Guaranty, a first-priority security interest in and continuing lien on ERC's membership interest in the Littleton Debtor, 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. A true and accurate copy of the ERC Member Interest Pledge is filed with this Claim as **Exhibit J**.

4. **Prepetition NFP Loan Documents; Assignment to Littleton Agent; Subordination**

In connection with financing the development of Wind Crest Campus, the Littleton Debtor, as borrower, entered into a Community Loan with Wind Crest, as lender. In addition, Littleton Debtor, as lender, extended a working capital loan to Wind Crest, as borrower. The Community Loan Documents (defined below) 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 Prepetition Development Agreement and the Prepetition Management Agreement) are collectively referred to herein as the "Subordinated NFP Documents").

All obligations of Littleton Debtor and Wind Crest arising under any of the Subordinated 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 Littleton Debtor by Wind Crest and to Wind Crest by Littleton Debtor, of any kind or nature, whether or not evidenced by any note, agreement or other instrument, shall hereinafter be referred to as the "Subordinated NFP Obligations." As provided in the documents referred to herein, the Littleton Debtor's right, title and interest in and under the Community Loan Agreement, the Working Capital Loan Agreement, and documents related thereto, have been collaterally assigned to the Littleton Agent. In addition, Wind Crest agreed to subordinate any and all indebtedness of Littleton Debtor to Wind Crest and any liens arising from or related to such amounts owed have been contractually subordinated to the rights of the Littleton Agent on behalf of the Littleton Lenders.

A summary of the Subordinated NFP Documents, which rights and claims have been contractually assigned to the Littleton Agent for and on behalf of the Littleton Lenders, includes the following:

- A. **Community Loan Agreement.** Pursuant to that certain Community Loan Agreement, dated as of March 29, 2006, entered into by and between Wind Crest, as lender, and Littleton Debtor, as borrower (as amended, restated, supplemented or otherwise modified from time to time, the "Community Loan Agreement")², Wind Crest agreed to loan to Littleton Debtor the Initial Entrance Deposits (as defined in the Community Loan Agreement) paid to or to be paid by the Residents (as defined in the Community Loan Agreement) to Wind Crest, up to the aggregate principal amount of \$556,770,000. A true and accurate copy of the Community Loan Agreement is filed with this Claim as **Exhibit K**.

- B. **Community Loan Deed of Trust.** Pursuant to that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (Community Loan), dated as of March 29, 2006, granted by Littleton Debtor, for the benefit of Wind Crest (as amended, restated, supplemented or otherwise modified from time to time, the "Community Loan DOT")², a security interest in and continuing lien on substantially all of Littleton Debtor's assets, including, but not limited to, all of Littleton Debtor's 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

² The Community Loan Agreement, along with any other agreements, instruments, notes, guaranties and other documents executed in connection therewith are collectively referred to herein as the "Community Loan Documents." All obligations of Littleton Debtor arising under the Community Loan Agreement or any other Community Loan Document (defined below), 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 Wind Crest by Littleton Debtor, of any kind or nature, whether or not evidenced by any note, agreement or other instrument, shall hereinafter be referred to as the "Community Loan Obligations."

owned or existing or thereafter acquired. A true and accurate copy of the Community Loan DOT is filed with this Claim as **Exhibit L**.

- C. **Assignment of Deed of Trust.** Pursuant to that certain Assignment of Deed of Trust (Community Loan), dated as of March 29, 2006, executed by Wind Crest to the Littleton Agent, for the benefit of the Littleton Lenders (as amended, restated, supplemented or otherwise modified from time to time), Wind Crest transferred, assigned, granted and conveyed to the Littleton Agent all interest of Wind Crest in and under the Community Loan DOT, including the Community Loan promissory note, together with all other rights and interests arising with respect to the Community Loan Documents. A true and accurate copy of the Assignment of Deed of Trust is filed with this Claim as **Exhibit M**.
- D. **Working Capital Loan.** Pursuant to that certain Working Capital Loan Agreement, dated as of March 29, 2006, entered into by and between Littleton Debtor, as lender, and Wind Crest, as borrower (as amended, restated, supplemented or otherwise modified from time to time, the "Working Capital Loan Agreement"), Littleton Debtor agreed to extend a revolving credit facility to Wind Crest from time to time in an aggregate principal of up to \$37,641,000. A true and accurate copy of the Working Capital Loan Agreement is filed with this Claim as **Exhibit N**.
- F. **Wind Crest Security Agreement.** Pursuant to certain Security Agreement, Pledge and Collateral Assignment of Licenses and Residence and Care Agreements, dated as of March 29, 2006, Wind Crest, granted in favor of Littleton Debtor (as amended, restated, supplemented or otherwise modified from time to time, the "Wind Crest Security Agreement"), to secure Wind Crest's obligations under the Working Capital Loan, the Master Lease and the Community Loan, a security interest in and continuing lien on all of the Collateral (as defined in the Wind Crest Security Agreement), including, but not limited to, all of Wind Crest'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. Littleton Debtor perfected its right, title and interest against Wind Crest in the Collateral (as defined in the Wind Crest Security Agreement) by filing a UCC-1 Financing Statement with the Maryland State Department of Assessments and Taxation, file no. 181261858 (date March 31, 2006), which was assigned by Littleton Debtor to Littleton Agent on April 3, 2006, file no. 181261858 (the "Wind Credit Security Agreement UCC-1"). A true and accurate copy of the Wind Crest Security Agreement is filed with this Claim as **Exhibit O**. A true and accurate copy of the Wind Crest Security Agreement UCC-1 is filed with this Claim as **Exhibit P**.
- G. **Subordination Agreement.** Pursuant to that certain Subordination Agreement (Wind Crest, Inc.), dated as of March 29, 2006, executed by and among Littleton

Debtor, the Littleton Agent, the Guarantors and Wind Crest (as amended, restated, supplemented or otherwise modified from time to time), Wind Crest agreed to subordinate all of its rights under the Subordinated Documents (as defined in the Subordination Agreement, including the Community Loan Agreement) to the obligations owed to the Littleton Agent prior under the Loan Documents. A true and accurate copy of the Subordination Agreement is filed with this Claim as **Exhibit Q**.

Amount and Priority of Manufacturers and Traders Trust Company's Claim

Prior to the Petition Date, the Littleton Debtor defaulted on its obligations to the Littleton Lenders under the terms of the Loan Documents. As of the Petition Date, the amounts owed to Manufacturers and Traders Trust Company by the Debtors under the Loan Documents were not less than the following:

Manufactures and Traders Trust Company (12.05% Lender's Interest)

Principal:	\$	7,581,474.52
Interest:	\$	11,293.11
Late Charges:	\$	3,116.12
Forbearance Fees:	\$	200,000.00
Legal Counsel expenses		
(counsel for Littleton Agent):	\$	4,123.75
(counsel for Manufacturers and Traders Trust Company):	\$	36,341.48
Professional Fees (non-legal):	\$	12,217.26
Total (as of Petition Date):	\$	<u>7,848,566.24</u>

Manufacturers and Traders Trust Company additionally asserts contingent and/or unliquidated claims against the Debtors for any damages or losses that Manufacturers and Traders Trust Company may suffer as a result of the Debtors' breach of its obligations relating to any of the Loan Documents.

Manufacturers and Traders Trust Company asserts the right to (a) recover post-petition amounts due under the Loan Documents, including ongoing costs of collection (including attorney's fees), principal, interest, premium, fees, costs and charges, which amounts may be unliquidated in whole or in part and continue to accrue, and (b) assert any additional claims including unsecured claims, administrative expense claims, priority and/or super-priority claims pursuant to sections 503 and 507 of the Bankruptcy Code and nothing contained herein shall be deemed a waiver or release of such claims or rights.

Reservations

Manufacturers and Traders Trust Company expressly reserves its right to modify, amend or supplement this Claim at any time and in any respect. This Claim is made without prejudice to Manufacturers and Traders Trust Company filing additional claims with respect to any other

indebtedness or liability of the Littleton Debtor or any of the other Debtors to Manufacturers and Traders Trust Company.

By executing and filing this Claim, Manufacturers and Traders Trust Company does not waive any right with respect to any security or any other claim it has or may have against the Debtors or any other person or entity. The filing of this Claim is not intended and should not be construed to be an election of remedies or waiver of any past, present or future defaults or events of default under the Loan Documents.

The filing of this Claim is not an acknowledgment of admission that the Bankruptcy Court has jurisdiction over Manufacturers and Traders Trust Company's claims against any debtor or non-debtor entity, and Manufacturers and Traders Trust Company reserves all rights with respect thereto.

SILLS CUMMIS & GROSS

A PROFESSIONAL CORPORATION

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February 24, 2010

By Federal Express

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

Re: Erickson Retirement Communities, LLC; Case No. 09-37010 in
the United States Bankruptcy Court for the Northern District of
Texas

Dear sir or madam:

Enclosed for filing please find original, signed proofs of claim (along with their accompanying addenda) by Manufacturers and Traders Trust Company ("M&T") in its capacity as agent, individually as lender and as risk participant in an interest rate swap, and as successor in interest to Provident Bank of Maryland as lender, against the above-referenced debtor and related debtors whose cases are being administered jointly with the above-referenced case. Enclosed please also find copies of the proofs of claim to be stamped "Filed" and returned in the enclosed self-addressed, pre-paid FedEx envelope upon the filing of the originals.

For your reference, the following tables, titled "As Agent," "Individually as Lender," "Individually as Risk Participant," and "As Successor to Provident Bank of Maryland as Lender," set forth each of the claims submitted by M&T in its various capacities at this time.

As Agent:

<u>Debtor</u>	<u>Case No.</u>	<u>Claim Amount</u>
Erickson Retirement Communities, LLC	09-37010	\$18,474,332.49
Erickson Construction, LLC	09-37016	\$18,474,332.49
Senior Campus Services, LLC	09-37017	\$18,474,332.49

Individually as Lender:

<u>Debtor</u>	<u>Case No.</u>	<u>Claim Amount</u>
Erickson Retirement Communities, LLC	09-37010	\$9,623,335.99
Erickson Retirement Communities, LLC	09-37010	\$62,196,541.70
Erickson Retirement Communities, LLC	09-37010	\$5,154,539.98
Erickson Retirement Communities, LLC	09-37010	\$9,576,390.43
Erickson Retirement Communities, LLC	09-37010	\$7,848,566.24
Dallas Campus GP, LLC	09-37013	\$62,196,541.70
Erickson Group, LLC	09-37015	\$62,196,541.70
Erickson Group, LLC	09-37015	\$5,154,539.98
Erickson Group, LLC	09-37015	\$9,576,390.43
Erickson Group, LLC	09-37015	\$7,848,566.24

Erickson Construction, LLC	09-37016	\$9,623,335.99
Erickson Construction, LLC	09-37016	\$62,196,541.70
Erickson Construction, LLC	09-37016	\$5,154,539.98
Erickson Construction, LLC	09-37016	\$9,576,390.43
Senior Campus Services, LLC	09-37017	\$9,623,335.99
Senior Campus Services, LLC	09-37017	\$62,196,541.70
Ashburn Campus, LLC	09-37018	\$5,154,539.98
Concord Campus, LP	09-37020	\$9,576,390.43
Concord Campus GP, LLC	09-37021	\$62,196,541.70
Concord Campus GP, LLC	09-37021	\$9,576,390.43
Littelton Campus, LLC	09-37023	\$7,848,566.24
Warminster Campus GP, LLC	09-37027	\$62,196,541.70

Individually as Risk Participant:

<u>Debtor</u>	<u>Case No.</u>	<u>Claim Amount</u>
Erickson Retirement Communities, LLC	09-37010	\$3,590,250.00

As Successor to Provident Bank of Maryland as Lender:

<u>Debtor</u>	<u>Case No.</u>	<u>Claim Amount</u>
Erickson Retirement Communities, LLC	09-37010	\$6,219,556.15

Erickson Retirement Communities, LLC	09-37010	\$5,154,539.97
Erickson Retirement Communities, LLC	09-37010	\$4,788,176.31
Dallas Campus GP, LLC	09-37013	\$6,219,556.15
Erickson Group, LLC	09-37015	\$6,219,556.15
Erickson Group, LLC	09-37015	\$5,154,539.97
Erickson Group, LLC	09-37015	\$4,788,176.31
Erickson Construction, LLC	09-37016	\$6,219,556.15
Erickson Construction, LLC	09-37016	\$5,154,539.97
Erickson Construction, LLC	09-37016	\$4,788,176.31
Senior Campus Services, LLC	09-37017	\$6,219,556.15
Ashburn Campus, LLC	09-37018	\$5,154,539.97
Concord Campus, LP	09-37020	\$4,788,176.31
Concord Campus GP, LLC	09-37021	\$6,219,556.15
Concord Campus GP, LLC	09-37021	\$4,788,176.31
Warminster Campus GP, LLC	09-37027	\$6,219,556.15

Please also find a compact disc enclosed containing documents submitted in support of the proofs of claim by M&T in its capacity as agent (*i.e.*, the three claims set forth in the first chart above, under the heading "As Agent") in accordance with the Bankruptcy Court's Order Granting Joint Motion to Establish Protocol Under Federal Rules of Bankruptcy Procedure 3001 and 2019 for Filing Proofs of Claim, entered on February 8, 2010.

SILLS CUMMIS & GROSS
A PROFESSIONAL CORPORATION

BMC Group, Inc.

February 24, 2010

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Thank you for your assistance in this matter. If you have any questions about or issues with return shipping, please contact me at (973)-286-5534.

Regards,



Lucas F. Hammonds

LFH
Enclosures