

UNITED STATES BANKRUPTCY COURT Northern District of Texas		PROOF OF CLAIM
Name of Debtor: Ericson Retirement Communities, LLC		Case Number: 09-37010
<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.
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		Court Claim Number: _____ <i>(If known)</i>
Telephone number: (410) 244-4025		Filed on: _____
Name and address where payment should be sent (if different from above):		<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.
Telephone number:		<input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: \$ <u>3,590,250.00</u>		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.
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.		
2. Basis for Claim: <u>see attached</u> <i>(See instruction #2 on reverse side.)</i>		<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ <i>(See instruction #3a on reverse side.)</i>		<input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input 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>3,590,250.00</u> Amount Unsecured: \$ _____		<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)().
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		Amount entitled to priority: \$ _____
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. <i>(See instruction 7 and definition of "redacted" on reverse side.)</i> DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		<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>
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, Director <i>MSG</i> 410-244-3932	FOR COURT USE ONLY

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.

ATTACHMENT

This claim (the "Claim") arose as a result of a risk participation by Manufacturers and Traders Trust Company ("M&T") in an interest rate swap agreement (the "Swap," described below) entered into between PNC Bank, National Association ("PNC") and Erickson Retirement Communities, LLC ("ERC"), and PNC's subsequent pre-petition termination of the Swap. Pursuant to the Risk Participation Agreement between PNC and M&T (the "Risk Participation Agreement"), M&T is subrogated to all the rights of PNC against ERC and the other Debtors (as defined below) under the governing Swap documents to the extent of M&T's Participation Percentage (as defined in the Risk Participation Agreement). The Claim is secured pursuant to the Security Agreement and related documents executed and delivered by ERC in connection with the Credit Agreement, dated July 27, 2007, as amended or modified from time to time (the "Credit Agreement"), among ERC and Erickson Construction, LLC, as borrowers, certain other loan parties, and PNC in its capacity as administrative agent (the "Agent")¹ on behalf of the lenders under the Credit Agreement.

The Credit Agreement created a revolving credit facility that allowed ERC and Erickson Construction, LLC to periodically borrow money from lenders (the "Revolver Lenders") under the Credit Agreement and obtain other credit accommodations (the "Credit Facility"). The obligations of ERC, Senior Campus Services, LLC, Concord Campus GP, LLC, Dallas Campus GP, LLC, Warminster Campus GP, LLC, Erickson Group, LLC, and Erickson Construction, LLC (collectively, the "Debtors") under and in connection with the Credit Facility are evidenced by, among other things, the Credit Agreement, the Guaranty dated July 27, 2007 between Senior Campus Services, LLC, Concord GP, LLC, Dallas GP, LLC, and Warminster GP, LLC, for the benefit of the Agent (the "Subsidiary Guaranty"), and the Limited Guaranty dated July 27, 2007 by Erickson Group, LLC for the benefit of the Agent ("Limited Guaranty," and together with the Subsidiary Guaranty, collectively, "Guaranty Agreements").

ERC and PNC entered into an ISDA Master Agreement (and related Schedule) dated as of July 27, 2007 ("Master Agreement"), as supplemented by a certain Confirmation Letter dated October 17, 2007, Reference No. 014c001_7246 ("Confirmation," and together with the Master Agreement and related Schedule, the "Swap Documents") with respect to the Swap.

The Swap Documents constitute a "Hedge Agreement" as such term is defined in, the Credit Agreement and are secured pursuant to the "Security Agreements" and the other "Security Documents," as such terms are defined in the Credit Agreement. Any and all obligations owed by the Debtors to PNC and M&T pursuant to or in connection with a Hedge Agreement, (including but not limited to the Swap Documents), constitute "Obligations," as such term is defined in the Credit Agreement, which are guaranteed by the Guaranty Agreements and secured pursuant to the aforesaid Security Agreements and Security Documents.

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

The Claim is supported by the attached documents and, pursuant to 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, by the documents to be submitted in support of proofs of claim filed by Wilmington Trust as PNC's successor administrative agent under the Credit Agreement and PNC's proofs of claim against the Debtors arising under the Swap.

In addition to the amount set forth in this Proof of Claim, M&T reserves the right to collect as part of its Claim, in accordance with the terms of the governing documents and applicable law, all pre-petition and post-petition interest and other charges, including, without limitation, all attorneys' fees and expenses that accrue under the governing documents.

M&T reserves the right to supplement and/or amend this Proof of Claim from time to time and to assert an unsecured claim in this bankruptcy case to the extent that the value of the collateral is insufficient to satisfy the Claim in full amount. M&T also reserves the right to amend and/or supplement this Proof of Claim in all other respects and to add additional claims of any nature whatsoever, including but not limited to claims entitled to administrative priority.

The filing of this Proof of Claim is not an acknowledgment or admission that the Bankruptcy Court has jurisdiction over M&T's claims against any Debtor or non-Debtor entity, and M&T reserves all rights with respect thereto.

SILLS CUMMIS & GROSS

A PROFESSIONAL CORPORATION

The Legal Center
One Riverfront Plaza
Newark, New Jersey 07102-5400
Tel: 973-643-7000
Fax: 973-643-6500

One Rockefeller Plaza
New York, NY 10020
Tel: 212-643-7000
Fax: 212-643-6500

Lucas F. Hammonds
Associate
Direct Dial: (973) 286-5534
E-mail: lhammonds@sillscummis.com

650 College Road East
Princeton, NJ 08540
Tel: 609-227-4600
Fax: 609-227-4646

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

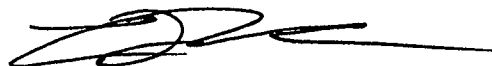
BMC Group, Inc.

February 24, 2010

Page 5

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