

UNITED STATES BANKRUPTCY COURT Northern District of Texas (Dallas Division) PROOF OF CLAIM

Name of Debtor: Erickson Construction, LLC Case Number: 09-37016

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):
Name and address where notices should be sent:
YOUR CLAIM IS SCHEDULED AS:
Schedule/Claim ID: s1013
AMOUNT/CLASSIFICATION
\$205,213.72 UNSECURED
Court Claim Number:
(If known)
Filed on:

Name and address where payment should be sent (if different from above):
RECEIVED
FEB 25 2010
BMC GROUP
Telephone number: 847-526-6402

1. Amount of Claim as of Date Case Filed: \$ 205,857.38
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.
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: GOODS SOLD AND SERVICES PROVIDED
(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: Real Estate Motor Vehicle Other
Describe:
Value of Property: \$ Annual Interest Rate %
Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ Basis for perfection:
Amount of Secured Claim: \$ Amount Unsecured: \$

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.
Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).
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).
Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).
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).
Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).
Other - Specify applicable paragraph of 11 U.S.C. §507 (a)( ).
Amount entitled to priority: \$
\*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.

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.)
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.
If the documents are not available, please explain:
Date: 2/22/10
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 address above. Attach copy of power of attorney, if any.
Doug Kaeser, Controller
Erickson Ret. Comm. LLC
01379

MECHANIC'S LIEN:  
CLAIM

STATE OF ILLINOIS

COUNTY OF Lake

Type: LAND RECORDS

Recorded: 08/11/2009 at 10:21:52 AM

Receipt#: 2009-00038145

Total Amount: \$39.00 Page 1 of 2

IL Rental Housing Fund: \$10.00

Lake County IL Recorder

Mary Ellen Vanderventer Recorder

File# 6508871

PRATE INSTALLATIONS, INC.

CLAIMANT

-VS-

Lincolnshire Campus, LLC

Sedgebrook, Inc.

Manufacturers and Traders Trust Company, as Bond Trustee

ERICKSON CONSTRUCTION, LLC

DEFENDANT(S)

The claimant, PRATE INSTALLATIONS, INC. of Wauconda, IL 60084, County of Lake, hereby files a claim for lien against ERICKSON CONSTRUCTION, LLC, contractor of 703 Maiden Choice Lane, Baltimore, State of MD and Lincolnshire Campus, LLC Chicago, IL 60604-1101 {hereinafter referred to as "owner(s)"} and Sedgebrook, Inc. Chicago, IL 60604-1101 Manufacturers and Traders Trust Company, as Bond Trustee Buffalo, NY 14203 {hereinafter referred to as "lender(s)"} and states:

That on or about 04/17/2008, the owner owned the following described land in the County of Lake, State of Illinois to wit:

Street Address: Renaissance Gardens @ Sedgebrook 20 Riverside Road Lincolnshire, IL:

A/K/A: Lot 1 in Sedgebrook Subdivision, being a subdivision of part of the Southeast 1/4 of Section 22 and of the Southwest 1/4 of Section 23 and of the Northwest 1/4 of Section 26 and of the Northeast 1/4 of Section 27, all in township 43 North, Range 11 East of the Third Principal Meridian in the County of Lake in the State of Illinois

A/K/A: TAX # 15-23-302-001; 15-22-406-001

and ERICKSON CONSTRUCTION, LLC was the owner's contractor for the improvement thereof. That on or about 04/17/2008, said contractor made a subcontract with the claimant to provide labor and material for installation of roofing, siding, gutters, soffit and fascia materials and said contract was memorialized on 8/6/2008 for and in said improvement, and that on or about 04/11/2009 the claimant completed thereunder all that was required to be done by said contract.

m\ngc.ln  
lc/dn //

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The following amounts are due on said contract:

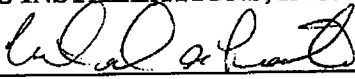
Contract	\$433,529.00
Extras/Change Orders	\$2,372.00
Credits	\$0.00
Payments	\$230,043.62
<b>Total Balance Due</b>	<b>\$205,857.38</b>

leaving due, unpaid and owing to the claimant after allowing all credits, the sum of **Two Hundred Five Thousand Eight Hundred Fifty-Seven and Thirty Eight Hundredths (\$205,857.38) Dollars**, for which, with interest, the Claimant claims a lien on said land, beneficial interests, if any, and improvements, and on the moneys or other considerations due or to become due from the owner under said contract.

To the extent permitted by law, all waivers of lien heretofore given by claimant, if any, in order to induce payment not received are hereby revoked. Acceptance of payment by claimant of part, but not all, of the amount claimed due hereunder shall not operate to invalidate this notice.

IN WITNESS WHEREOF, the undersigned has signed this instrument on **July 31, 2009**.

**PRATE INSTALLATIONS, INC.**

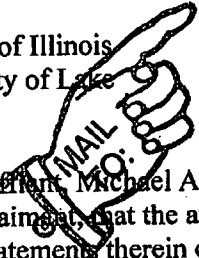
BY:   
Michael A. Prate President

Prepared By:

**CONTRACTORS ADJUSTMENT CO.**  
570 Lake Cook Road, Suite 305  
Deerfield, IL 60015

VERIFICATION

State of Illinois  
County of Lake



The affiant, Michael A. Prate, being first duly sworn, on oath deposes and says that the affiant is President of the claimant, that the affiant has read the foregoing claim for lien and knows the contents thereof; and that all the statements therein contained are true.

  
Michael A. Prate President

Subscribed and sworn to  
before me this **July 31, 2009**.

  
Notary Public's Signature



ml/ngc.in  
lc/dn //

090729453

CCO Tracking

- Sub CCO Issued 5/27/09
- Entered in EW
- Sent to DT \_\_\_\_\_
- Entered in EW 6-11-09
- Scan to Finance OK

# Erickson construction, LLC

## Contract Change Order

Project: Sedgebrook Renaissance Gardens 1.0  
 Project Address: 20 Riverside Rd.  
 Lincolnshire, IL 60069

Change Order Number: 13-003

From: Pete Szpak  
 Sedgebrook Renaissance Gardens  
 1.0  
 Erickson Construction, LLC.  
 20 Riverside Rd.  
 Lincolnshire, IL, 60069

To: Michael Prate  
 Prate Installations, Inc.  
 1120 North Rand Road  
 Wauconda, IL, 60084  
 (847) 562-6499x

Date: 05/27/2009

Cost Code: 073001-48400

Contract For: Roofing Contract (Sub)

Description: Provide all labor, material, tools, equipment and supervision to repair and replace shingles/aluminum fascia at crickets, rework gutter/downspout at front porch and decrease angle of downspout at area grate. ~~THIS IS YOUR FINAL CHANGE ORDER.~~

Name	Cost
WOR #4000566 dated 03/05/09	\$1,187.00
CCO Request #2 dated 02/19/09	\$1,185.00

Original Contract:	\$427,740.00
Previous CCO's:	\$5,789.00
This CCO:	\$2,372.00
<b>Total Contract:</b>	<b>\$435,901.00</b>

Prate Installations, Inc.	Erickson Construction, LLC.
Signed: <i>[Signature]</i>	Signed: <i>[Signature]</i>
By: <i>[Signature]</i>	By: David Tagae, Vice President
Date: <i>6/1/09</i>	Date: <i>6/1/09</i>



EC 6-11-09



Application and Certificate for Payment for ERICKSON

Description of Work	Scheduled Value	Work Compl. Prev Draws	This Period	Stored Materials	Total Completed and Stored	%	Balance To Finish	Retainage
ERICKSON								
RENAISSANCE GARDENS								
02/24/09								
JOB#: 20011.62								
CUST. #930894								
FLAT LABOR-PRATE	11,410.66	11,410.66	0.00	X	11,410.66	100%	0.00	0.00
MAT-BRADCO	3,044.34	3,044.34	0.00	X	3,044.34	100%	0.00	0.00
SHINGLE LABOR PRATE	51,289.44	51,289.44	0.00	X	51,289.44	100%	0.00	0.00
MAT- BRADCO	41,198.38	41,198.38	0.00	X	41,198.38	100%	0.00	0.00
MAT-WILSON	715.18	715.18	0.00	X	715.18	100%	0.00	0.00
SHEET METAL STOCK PRATE	16,230.00	16,230.00	0.00		16,230.00	100%	0.00	0.00
SHEET METAL LABOR PRATE	20,169.00	20,169.00	0.00		20,169.00	100%	0.00	0.00
SIDING LABOR PRATE	132,542.31	132,542.31	0.00	X	132,542.31	100%	0.00	0.00
MAT-WILSON	39,793.69	39,793.69	0.00	X	39,793.69	100%	0.00	0.00
S & F LABOR PRATE	66,463.06	66,463.06	0.00		66,463.06	100%	0.00	0.00
MAT-PETERSON ALUM	12,996.94	12,996.94	0.00		12,996.94	100%	0.00	0.00
MAT-SH METAL SUP	2,340.00	2,340.00	-		2,340.00	100%	0.00	0.00
GUTTER LABOR PRATE	14,648.91	14,648.91	0.00	X	14,648.91	100%	0.00	0.00
MAT-PETERSON ALUM	2,949.54	2,949.54	0.00	X	2,949.54	100%	0.00	0.00
MAT-SH METAL SUP	895.98	895.98	0.00	X	895.98	100%	0.00	0.00
MAT-CHRIS INDUST	11,052.57	11,052.57	0.00	X	11,052.57	100%	0.00	0.00
OT 10-11-08 \$1,132.00	1,132.00	1,132.00	0.00		1,132.00	100%	0.00	0.00
OT 10-18-08 \$276.00	276.00	276.00	0.00		276.00	100%	0.00	0.00
WO#4000486 \$476.10 2 PCS SOFFIT	476.00	476.00	0.00		476.00	100%	0.00	0.00
WO#4000480 \$568.56 ADD MATL N	569.00	569.00	0.00		569.00	100%	0.00	0.00
WO#4000481 \$1103.00 4 COLUMNS	1,103.00	1,103.00	0.00		1,103.00	100%	0.00	0.00
WO#4000462 \$2719.98 EXTEND SH	2,233.00	2,233.00	0.00		2,233.00	100%	0.00	0.00
WO#4000566 \$1103.00 4 COLUMNS	1,187.00	0.00	1,187.00		1,187.00	100%	0.00	0.00
request#2	1,185.00	0.00	1,185.00		1,185.00	100%	0.00	0.00
	<b>\$435,901.00</b>	<b>\$433,529.00</b>	<b>\$2,372.00</b>		<b>435,901.00</b>	<b>100%</b>	<b>\$0.00</b>	<b>\$0.00</b>

Payments Received:

10/08	46160.50
10/08	37078.54
11/08	91792.51
11/08	2739.91
"	2106.00
"	14351.84
"	35814.32
	<hr/>

\$ 230043.62  

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Contract Number: 13

## SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR

THIS SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR (this "Agreement") is made as of 02/14/2008 by and between ERICKSON CONSTRUCTION, LLC (the "Contractor"), having an address of 703 Maiden Choice Road, Baltimore, Maryland 21228, Attn: Pete Szpak; and Prate Installations, Inc. (the "Subcontractor"), having an address of 1120 North Rand Road, Wauconda, IL, 60084.

### RECITALS

A. The Contractor has made a contract for construction dated as of 11/01/2007 (the "Prime Contract") with Lincolnshire Campus, LLC (the "Owner"), having an address of 701 Maiden Choice Lane, Baltimore, Maryland 21228. A copy of the Prime Contract containing all provisions applicable to Subcontractor shall be made available to the Subcontractor, upon request, in Contractor's general offices.

B. The Prime Contract is for the provision of labor, materials and services in connection with the construction of Sedgebrook Renaissance Gardens 1.0, 20 Riverside Rd., being part of a project known as Sedgebrook, Inc., located in Lincolnshire, Illinois (the "Project").

C. The Architect for the Work (as such term is defined in Section 2.1 below) is Wallace Roberts & Todd, LLC (the "Architect"), having an address of 1700 Market Street, Philadelphia, PA, 19103.

D. The Developer of the Project is Erickson Retirement Communities, LLC (the "Developer"), having an address of 701 Maiden Choice Lane, Baltimore, Maryland 21228.

E. The Operator of the Project is Sedgebrook, Inc. (the "Operator"), having an address of 701 Maiden Choice Lane, Baltimore, Maryland 21228.

NOW THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor hereby agrees to hire the Subcontractor to perform the Work, and the Subcontractor hereby agrees to perform the Work, on the terms and conditions hereinafter set forth in this Subcontract.

### 1. THE SUBCONTRACT DOCUMENTS.

1.1. The Subcontract Documents consist of (1) this Subcontract; (2) provisions of the Prime Contract applicable to the Work, (including all General Conditions to the Prime Contract, and all Drawings and Specifications, as such terms are defined in the Prime Contract); (3) other documents listed in Section 1.2 below; and (4) modifications to this Subcontract issued after execution of this Subcontract. To the extent any terms of this Subcontract are in conflict with the terms of the Prime Contract, the terms of this Subcontract shall control. The Subcontract Documents form the Subcontract, and are as fully a part of this Subcontract as if attached to this Subcontract or repeated herein. The Subcontract represents the entire and integrated Subcontract between the parties hereto and supersedes all prior negotiations, representations or Subcontracts, either written or oral. All initially capitalized terms used herein, unless otherwise defined in this Subcontract, shall have the meanings given such terms in the Prime Contract.

1.2. To the extent not listed directly above, the Subcontract Documents, except for Modifications issued after execution of this Subcontract, are enumerated as follows: ( on Exhibit A attached hereto)

### 2. THE WORK OF THIS SUBCONTRACT.

2.1. The term "Work" shall mean and refer to all labor, supervision, materials and services scaffolding, tools, equipment, supplies, hoisting, vertical transportation and all other things necessary for the construction and completion of the work described in Exhibit B and work incidental thereto, in strict accordance and full compliance with the terms of the Subcontract Documents (which are hereby incorporated by reference) and this Subcontract and to the satisfaction of Contractor and the Owner.

2.2. The Subcontractor shall execute the Work described below (or if noted below, on Exhibit B attached hereto), including but not limited to, all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract to be the responsibility, of others:

- Exhibit B, Description of work, attached.
- The Work consists of Roofing Contract (Sub).

2.3. Subcontractor shall carefully examine the Subcontract Documents and shall promptly notify Contractor in writing of any deficiencies, discrepancies, ambiguities or errors before proceeding with the Work.

Contract Number: 13

2.4 Subcontractor represents that it is fully qualified to perform this Subcontract, and acknowledges that, prior to the execution of this Subcontract, it has (a) by its own independent investigation ascertained (i) the Work required by this Subcontract, (ii) the conditions involved in performing the Work, and (iii) the obligations of this Subcontract and the Contract Documents; and (b) verified all information furnished by Contractor or others satisfying itself as to the correctness and accuracy of that information. Any failure by Subcontractor to investigate independently and become fully informed will not relieve Subcontractor from its responsibilities hereunder.

3. CONSTRUCTION SCHEDULE.

3.1. DATE OF COMMENCEMENT. The date of commencement shall be the date of this Subcontract, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Contractor:

Date of Commencement: 06/02/2008

3.1.1. From time to time throughout the term of this Subcontract, the Contractor shall provide the Subcontractor with copies of the Contractor's construction schedule and schedule of submittals, together with such additional scheduling details as will enable the Subcontractor to plan and perform the Work properly. The Subcontractor shall be notified promptly of subsequent changes in the construction and submittal schedules and additional scheduling details.

3.1.2. If requested by Contractor, Subcontractor shall submit detailed schedules for performance of the Subcontract, in a form acceptable to Contractor, which shall comply with all scheduling requirements of the Subcontract Documents. Contractor may from time to time, at its sole discretion, direct Subcontractor to make reasonable modifications and revisions in such schedules.

3.1.3. Subcontractor will proceed with the Work in a prompt and diligent manner, in accordance with Contractor's schedules as reasonably amended from time to time. Subcontractor shall be liable to Contractor for failure to adhere to Contractor's construction schedules including amendments even if such schedules differ from schedules set forth in the Subcontract Documents or the time of completion called for by the Subcontract Documents.

3.1.4. Subcontractor shall be entitled to additional compensation for compliance with schedule amendments or damages for delay only to the extent the Subcontract Documents entitle Contractor to damages or to a contract adjustment increasing the price of the Prime Contract.

3.2. SUBMITTALS. Subcontractor shall make all submittals required by this Subcontract, including shop drawings, test reports, and certificates, within seven (7) days following the Date of Commencement. Subcontractor must revise and resubmit any submittals within seven (7) days after such items are returned to Subcontractor for correction.

3.3. SUBSTANTIAL COMPLETION.

3.3.1. The Project shall be substantially completed not later than 03/31/2009, ("Substantial Completion") subject to adjustments as provided in the Subcontract Documents (see Exhibit B attached hereto for details). Subcontractor must complete its Work on the Project in the necessary time sequence to assure that the Project, including the Work and the work of Contractor and all other subcontractor's on the Project, is substantially completed by the date listed above in this Section 3.3.1.

3.4. TIME IS OF THE ESSENCE. Time is of the essence of this Subcontract, subject to any applicable notice and cure periods provided in the Subcontract.

4. SUBCONTRACT SUM.

4.1. SUBCONTRACT SUM. The Contractor shall pay the Subcontractor in current funds for performance of the Subcontract the Subcontract Sum of four hundred twenty-seven thousand seven hundred forty Dollars and zero Cents (\$427,740.00) subject to additions and deductions as provided in the Subcontract.

4.2. ALTERNATES.

4.2.1. The Subcontract Sum includes the following alternates, (or if noted below, as set forth on Exhibit C attached hereto), if any, which are described in the Subcontract and have been accepted by the Owner and the Contractor:

  X   See Exhibit C attached.

           Alternates are included in Exhibit C attached:



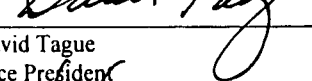
Contract Number: 13  
Exhibit H, Sched B - Insurance Requirements Sched. B

This Agreement entered into as of the day and year first written above.

WITNESS:

  
\_\_\_\_\_

CONTRACTOR  
ERICKSON CONSTRUCTION, LLC

By:   
\_\_\_\_\_

David Tague  
Vice President

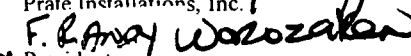
Dated: 9/6/08

Classy Underwood

SUBCONTRACTOR

By:   
\_\_\_\_\_

Prate Installations, Inc.

  
F. Prate  
President

Dated: \_\_\_\_\_