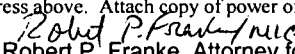



UNITED STATES BANKRUPTCY COURT Northern District of Texas, Dallas		PROOF OF CLAIM
Name of Debtor: Erickson Retirement Communities, LLC		Case Number: 09-37010
NOTE: <i>This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment 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): Fidelity & Deposit Company of Maryland		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent: Robert P. Franke, Esq. Strasburger & Price, LLP 901 Main Street, Ste 4400, Dallas, Texas 75202 Telephone number: (214) 651-2099		Court Claim Number: _____ (If known) Filed on: _____
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: \$ in excess of \$13,000,000 (contingent) 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 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: \$ _____ *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.
2. Basis for Claim: <u>See attached summary</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 type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> 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: \$ _____		
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: 02/25/2010	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.  Robert P. Franke, Attorney for Fidelity & Deposit Company of Maryland	
		FOR COURT USE ONLY Erickson Ret. Comm. LLC  01430

Claim Summary for Erickson Retirement

Erickson Retirement Communities, LLC ("Debtor") executed a General Agreement of Indemnity in favor of Fidelity & Deposit Company of Maryland ("F&D"). The Agreement of Indemnity was executed and delivered to F&D by the Debtor in order to induce the Debtor and in a consideration for the issuance of certain commercial, subdivision and payment and performance bonds on behalf of the Debtor. A copy of the Agreement of Indemnity is attached hereto as Exhibit A.

In reliance upon the Agreement of Indemnity, and at the request of the Debtor, F&D issued the commercial, subdivision and payment and performance bonds reflected on attached Exhibit B ("Bonds").

Although presently there are no claims pending against the Bonds, F&D remains exposed to claims, additional losses, costs and expenses. Pursuant to the Agreement of Indemnity, the Debtor agreed to exonerate, indemnify and keep indemnified F&D from and against any and all liability for losses, and/or expense of whatsoever kind or nature which F&D has incurred or sustained as a result of having issued the Bonds or in enforcing the provisions of the Agreement of Indemnity. Presently, F&D is exposed to liability in excess of \$13,000,000.

F&D reserves the right to amend this Proof of Claim to include any claim made against any of the Bonds as well as to address the disposition of the Bonds under the Debtor's proposed plan of reorganization.

Copies of the subject bonds are available upon request.

EXHIBIT A



ZURICH

GENERAL AGREEMENT OF INDEMNITY

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Upon the request made by Brickson Retirement Communities, LLC, Senior campus Services, LLC and Senior Campus Care, LLC (hereinafter called Indemnitors, whether there be one or more) as is evidenced by the signing hereof, the ZURICH AMERICAN INSURANCE COMPANY and its Subsidiaries and Affiliates including, but not limited to, the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and AMERICAN GUARANTEE AND LIABILITY INSURANCE COMPANY (hereinafter called Surety), has executed, or procured the execution of, and may, from time to time hereafter execute or procure the execution of bonds, undertakings, and/or obligations of suretyship or guarantee (herein called Bond or Bonds) on behalf of the Indemnitors or on behalf of any of the Indemnitors' present or future, directly or indirectly owned subsidiaries or affiliates, or on behalf of any other legal entity in which the Indemnitor has an ownership interest including, but not limited to, corporations, partnerships, limited liability companies and joint ventures, whether alone or in joint venture with others whether or not named herein, and any corporation, partnership or person upon the written request of Indemnitors; and

WHEREAS, the Indemnitors have a substantial, material and beneficial interest in the obtaining of the Bond or Bonds or in the Surety's refraining from cancelling said Bond or Bonds.

AND NOW, THEREFORE, in consideration of the execution of any Bond or Bonds by the Surety or the Surety refraining from canceling said Bond or Bonds, the Indemnitors, and each of them, for themselves, each of their heirs, executors, administrators, successors and assigns, jointly and severally, do hereby covenant and agree with the Surety as follows:

FIRST: To pay to the Surety, in such manner as may be agreed upon, the premium or premiums for any such Bond or Bonds, in accordance with the schedule of rates charged, as long as liability thereunder shall continue, and until evidence, satisfactory to the Surety, of the termination of such liability shall be furnished to it at its home office:

SECOND: To indemnify the Surety from and against any and all liability, loss, costs, damages, attorneys' fees and expenses, of whatever kind or nature, heretofore or hereafter sustained or incurred by the Surety by reason, or in consequence of its executing any such Bond or Bonds as surety or co-surety, or procuring the execution thereof, in making any investigation on account of any such Bond or Bonds, in defending or prosecuting any action, suit or other proceeding which may be brought in connection therewith, in enforcing any of the agreements herein contained, and in obtaining a release from liability under any such Bond or Bonds; and to indemnify the Surety to the full amount of liability, loss, costs, damages, attorneys' fees and expenses as aforesaid, regardless of any reinsurance that may be carried on any such Bond or Bonds;

THIRD: That the Surety shall have the right and is hereby authorized, but not required: (a) to adjust, settle or compromise any claims, demands, suits or judgments upon any such Bond or Bonds; (b) to assent to any change whatsoever in any such Bond or Bonds and/or any contract or contracts referred to in any such Bond or Bonds and/or in the general conditions, plans and/or specifications accompanying said contract or contracts and to bonds and/or in the general conditions, plans and/or specifications accompanying said contract or contracts and to assent to or take any assignment or assignments, to execute or consent to the execution of any continuations, extensions or renewals of any such Bond or Bonds and to execute any substitute or substitutes therefor, with the same or different conditions, provision and obligees and with the same or larger or smaller penalties, all of the aforesaid without notice to or knowledge of the Indemnitors, it being expressly understood and agreed that the Indemnitors shall remain bound under the terms of this instrument even though any such assent by the Surety does or might substantially increase the liability of said Indemnitors; (c) to attach hereto a schedule of rates and copy or copies of any such Bond or Bonds, to fill up any blanks left herein, and to correct any errors in filling up any blanks herein, or in the schedule of rates attached, it being hereby agreed that such schedule and such copy or copies, when so attached, and that such insertions or corrections, when so made, shall be *prima facie* correct;

FOURTH: To pay to the Surety upon demand an amount sufficient to discharge any claim made against the Surety on any Bond or Bonds. This sum may be used by the Surety to pay such claim or be held by the Surety as collateral against any loss on any Bond or Bonds.

FIFTH: That liability hereunder shall extend to, and include, the full amount of any and all moneys paid by the Surety in the settlement or compromise of any claims, suits and judgments thereupon, in good faith, under the belief that it was liable therefor, whether liable or not, as well as of any and all disbursements on account of costs, attorneys' fees and expenses as aforesaid, which may be made under the belief that such were necessary, whether necessary or not;

SIXTH: That, in the event of payment, settlement or compromise of liability, loss, costs, damages, attorneys' fees, expenses, claims, demands, suits or judgments as aforesaid, in connection with any such Bond or Bonds, an itemized statement thereof, sworn to by any officer or officers of the Surety, or the voucher or vouchers, or other evidence of such payment, settlement or compromise, shall be *prima facie* evidence of the fact and extent of the liability of the Indemnitors in any and all claims or suits hereunder;

SEVENTH: That the rights, powers and remedies given the Surety under this Agreement shall be and are in addition to, and not in lieu of, any and all rights, powers, and remedies which the Surety may have or acquire against the Indemnitors or others whether by operation of law or otherwise.

EIGHTH: To waive, and do hereby waive, all right to claim any of their property, including ... nesteads, as exempt from levy, execution, or sale or other legal process, under the laws of any state or states;

NINTH: That, in case any of the Indemnitors shall fail to execute this instrument, or in case any of the Indemnitors, who execute this instrument, shall not be bound for any reason, the other Indemnitors shall nevertheless be bound hereunder for the full amount of liability, loss, costs, damages, attorneys' fees and expenses as aforesaid;

TENTH: To waive, and do hereby waive, notice of any breach or breaches of any such Bond or Bonds, or of any act or default that may give rise to claim hereunder;

ELEVENTH: That this instrument shall be liberally construed, so as to fully protect the Surety;

TWELFTH: That suits may be brought hereunder as causes of action may accrue, and the bringing of one or more suits, or the recovery of judgment or judgments therein shall not prejudice or bar the bringing of suits upon other causes of action, whether theretofore or thereafter arising;

THIRTEENTH: That the Surety does not guarantee the prompt issuance of any such Bond or Bonds, or the acceptance thereof by the obligee or obligees therein named, and that the Surety shall have the absolute right to decline to execute any such Bond or Bonds;

FOURTEENTH: That in the event the Surety procures the execution of any such Bond or Bonds by some other surety or sureties, or executes such Bond or Bonds with other surety or sureties as co-sureties, or reinsures any portion of such Bond or Bonds with other surety or sureties as reinsurers, then all the terms and condition of this instrument shall inure to the benefit of any such surety or sureties, including the right to bring action hereunder;

FIFTEENTH: That the Indemnitors shall continue to remain bound under the terms of this instrument on account of any such Bond or Bonds even though the Surety may from time to time hereafter, with or without notice to or knowledge of the Indemnitors, accept other or additional agreements of indemnity on similar or other forms to indemnify it in connection with the execution or procurement of any such Bond or Bonds, it being hereby expressly understood and agreed by the Indemnitors that any and all other rights which the Surety may have or acquire against the Indemnitors and/or others under any such other or additional agreements of indemnity shall be in addition to, and not in lieu of, the rights afforded by the Surety under this instrument.

SIXTEENTH: The Indemnitors will on request of Surety procure the discharge of Surety from any Bond and all liability by reason thereof. If such discharge is unattainable, the Indemnitors will if required by Surety, either deposit collateral with Surety, acceptable to Surety, sufficient to cover all exposure under such Bond or Bonds, or make provisions acceptable to Surety for the funding of the bonded obligation(s).

SEVENTEENTH: [Insert Additional Text, if needed]

The Indemnitors hereby waive notice of the acceptance hereof and of the execution of any such Bond or Bonds or continuations or renewals thereof

Signed, sealed and dated this [Insert Day] day of [Enter Month], [Enter Year].

Susan L. Oliveii, Counsel
Witness: [Insert Name & Title, if applicable]

Susan L. Oliveii, Counsel
Witness: [Insert Name & Title, if applicable]

Erickson Retirement Communities, LLC (SEAL)
[Insert Name & Title] GERALD P. OHLERT
Senior Campus Services, LLC (SEAL)
[Insert Name & Title] GERALD P. OHLERT
SECRETARY

Susan L. Oliver, Counsel
Witness: [Insert Name & Title, if applicable]

Senior Campus Care, LLC
[Signature]
[Insert Name & Title]
GERALD G. DUNN
SECRETARY
(SEAL)

EACH INDEMNITOR MUST ACKNOWLEDGE THIS INSTRUMENT

For Acknowledgment by Individual Indemnitors

STATE OF _____ }
COUNTY OF _____ } SS:

On this _____ day of _____, _____ before me, the subscriber, personally appeared _____ to me personally known, and known by me to be the person whose name is described within, and who executed, the foregoing instrument and acknowledged same to be _____ act and deed.

Witness my hand and official seal.

Notary Public
My Commission Expires _____

For Acknowledgment By Corporate Indemnitors

STATE OF _____ }
COUNTY OF _____ } SS:

On this _____ day of _____, _____ before me, the subscriber, personally appeared _____ (Insert here name of officer who signs for the corporation) President of _____ to me personally known who, being duly sworn, did depose and say that he/she is the _____ the corporation described within, and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the deponent further said that he/she is acquainted with _____ (Insert name of officer who attests for the corporation) and knows that he/she is the _____ Secretary of said corporation and that he/she subscribed his/her name to the within instrument by like order of the said Board of Directors, and in the presence of the deponent.

Witness my hand and official seal.

(SEAL)
My Commission Expires _____

For Acknowledgment by Partnership

STATE OF _____ }
COUNTY OF _____ } SS:

On this _____ day of _____, _____ before me, personally appeared _____ a member of the co-partnership of _____, to me known and known to me to be the person who is described in and who executed the foregoing instrument, and acknowledged to me that he executed the same as and for the act and deed of the said co-partnership.

My Commission Expires _____

(Notary Public)

For Acknowledgment by Limited Liability Company

STATE OF MARYLAND } SS:
COUNTY OF ANNE ARUNDEL }

On this 26th day of April, 2005, before me, personally appeared Gerald F. Doherty, Executive Vice
~~Manager~~ of the limited liability company of Erickson Retirement Communities to me known and known to me to be the persons who are President
described in and who executed the foregoing instrument, and acknowledged to me that they executed the same as and for the act and deed of the said
limited liability company.

My Commission Expires DAWN E. HUGHES
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires February 23, 2009

Dawn E. Hughes
(Notary Public)

For Acknowledgment of Limited Liability ~~Partnership~~ Company

STATE OF MARYLAND } SS:
COUNTY OF ANNE ARUNDEL }

On this 26th day of April, 2005, before me, personally appeared Gerald F. Doherty, Secretary
~~Managing Partner~~ of the limited liability ~~partnership~~ of Senior Campus Services, LLC and Senior Campus Care, LLC to me known and known to me to be
the persons who are described in and who executed the foregoing instrument, and acknowledged to me that they executed the same as and for the act
and deed of the said limited liability company.

My Commission Expires _____
DAWN E. HUGHES
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires February 23, 2009

Dawn E. Hughes
(Notary Public)

EXHIBIT B

Line Sheet
 ST00077772 - Erickson Retirement Communities (Commercial)
 Distributor: RIGGS COUNSELLMAN MICHAELS & DOWNES INC

Bond Data as of 12/31/2009

Principal Name	Original Inception Date	Effective Date	Expiration Date	Type Of Bond	Bond Description	Primary Obligor	Bond Number	Company	Premium	Bond Penalty	Cancellation Date
CONCORD CAMPUS L.P.	05/11/2009	05/11/2009	05/11/2010	NON-CONSTRUC TION CONTRACT PERF	CONCORD TOWNSHIP SEWER AUTHORI	CONCORD TOWNSHIP SEWER AUTHORI	LPM8953970 00	F&D	994	66,257	
CONCORD CAMPUS, L.P.	04/22/2009	04/22/2009	04/22/2010	NON-CONSTRUC TION CONTRACT PERF	CONCORD TOWNSHIP SEWER AUTHORI	CONCORD TOWNSHIP SEWER AUTHORI	LPM8953978 00	F&D	1,193	79,553	
ERICKSON RETIREMENT COMMUNITIE	04/04/2009	04/04/2009	04/04/2010	PATIENT TRUST FUND BONDS	COMMONWEAL MASSACHUSET TS	COMMONWEAL MASSACHUSET TS	LPM7519608 04	F&D	150	10,000	
SEDGEBROOK, INC. (ERICKSON RET	02/03/2009	02/03/2009	02/03/2010	PATIENT TRUST FUND BONDS	RESIDENTS OF THE RENAISSANCE	RESIDENTS OF THE RENAISSANCE	LPM8953966 00	F&D	100	5,000	
LINDEN PONDS, INC.	01/29/2009	01/29/2010	01/29/2011	NURSING HOME PATIENT TRUST FUN	COMMONWEAL MASSACHUSET TS	COMMONWEAL MASSACHUSET TS	LPM8953964 01	F&D	0	10,000	
ASHBY PONDS, INC.	01/26/2009	01/26/2010	01/26/2011	RETAIL AND PROFESSIONAL - MEDI	VIRGINIA DEPARTMENT OF HEALTH	VIRGINIA DEPARTMENT OF HEALTH	LPM8953963 01	F&D	0	50,000	
ERICKSON RETIREMENT COMMUNITIE	09/16/2008	09/16/2009	09/16/2010	FINANCIAL GUARANTEE - UTILITY	VIRGINIA ELECTRIC AND POWER CO	VIRGINIA ELECTRIC AND POWER CO	LPM8920428 01	F&D	3,552	236,804	
ERICKSON RETIREMENT COMMUNITIE	03/27/2008	09/27/2009	03/27/2010	NON-CONSTRUC TION CONTRACT PERF	LOUDOUN COUNTY, VIRGINIA	LOUDOUN COUNTY, VIRGINIA	LPM7599103 02	F&D	55,845	7,506,000	
ERICKSON RETIREMENT COMMUNITIE	03/27/2008	09/27/2009	03/27/2010	NON-CONSTRUC TION CONTRACT PERF	LOUDOUN COUNTY, VIRGINIA	LOUDOUN COUNTY, VIRGINIA	LPM7599106 02	F&D	908	122,000	
WESTMINSTER CAMPUS, LLC	01/15/2008	01/15/2010	01/15/2011	NON-CONSTRUC TION CONTRACT PERF	CITY OF WESTMINSTER, COLORADO	CITY OF WESTMINSTER, COLORADO	LPM7597373 01	F&D	0	5,894	

Confidential

Line Sheet
 ST00077772 - Erickson Retirement Communities (Commercial)
 Distributor: RIGGS COUNSELLMAN MICHAELS & DOWNES INC

Bond Data as of 12/31/2009

<u>Open Bonds</u> Principal Name	Original Inception Date	Effective Date	Expiration Date	Type Of Bond	Bond Description	Primary Obligor	Bond Number	Company	Premium	Bond Penalty	Cancellation Date
ERICKSON RETIREMENT COMMUNITIE	09/20/2007	09/20/2009	09/20/2010	TRANSPORTING LOADS OF EXCESSIV	ILLINOIS DEPARTMENT OF TRANSP	ILLINOIS DEPARTMENT OF TRANSP	LPM8893829 02	F&D	1,125	75,000	
ASHBURN CAMPUS, LLC	09/19/2007	09/19/2009	09/19/2010	NON-CONSTRU CTION CONTRACT PERF	VIRGINIA DEPARTMENT OF TRANSP	VIRGINIA DEPARTMENT OF TRANSP	LPM8893828 03	F&D	4,200	280,000	
RIDERWOOD VILLAGE, INC.	08/07/2007	10/01/2008	09/30/2009	WORKERS COMP. - SELF INSURERS	STATE OF MARYLAND, DEPT. OF LA	STATE OF MARYLAND, DEPT. OF LA	LPM7593746 01	F&D	6,656	443,714	
ASHBURN CAMPUS, LLC	07/25/2007	07/25/2009	07/25/2011	NON-CONSTRU CTION CONTRACT PERF	LOUDOUN COUNTY, VA	LOUDOUN COUNTY, VA	LPM7593417 01	F&D	2,048	136,500	
ASHBURN CAMPUS, LLC	07/18/2007	07/18/2009	07/18/2011	NON-CONSTRU CTION CONTRACT PERF	LOUDOUN COUNTY SANITATION AUTH	LOUDOUN COUNTY SANITATION AUTH	LPM7593263 01	F&D	5,237	349,100	
ASHBURN CAMPUS, LLC	06/18/2007	06/18/2009	06/18/2011	NON-CONSTRU CTION CONTRACT PERF	LOUDOUN COUNTY, VA	LOUDOUN COUNTY, VA	LPM7592417 01	F&D	3,594	239,600	
ERICKSON RETIREMENT COMMUNITIE	05/17/2007	05/17/2009	05/17/2011	NON-CONSTRU CTION CONTRACT PERF	LOUDOUN COUNTY SANITATION AUTH	LOUDOUN COUNTY SANITATION AUTH	LPM7591570 01	F&D	23,540	1,569,329	
ERICKSON RETIREMENT COMMUNITIE	05/14/2007	05/14/2009	05/14/2011	NON-CONSTRU CTION CONTRACT PERF	LOUDOUN COUNTY, VIRGINIA - DEP	LOUDOUN COUNTY, VIRGINIA - DEP	LPM7591463 02	F&D	22,140	1,476,000	
ERICKSON RETIREMENT COMMUNITIE	05/11/2007	05/11/2009	05/11/2011	NON-CONSTRU CTION CONTRACT PERF	LOUDOUN COUNTY SANITATION AUTH	LOUDOUN COUNTY SANITATION AUTH	LPM7591450 01	F&D	2,505	167,000	
CHARLESTOWN COMMUNITY, INC.	04/25/2007	04/25/2009	04/25/2010	MOTOR VEHICLE - ALL OTHER	MARYLAND	MARYLAND	LPM7590988 02	F&D	100	1,000	

Line Sheet
 ST00077772 - Erickson Retirement Communities (Commercial)
 Distributor: RIGGS COUNSELLMAN MICHAELS & DOWNES INC

Bond Data as of 12/31/2009

<u>Open Bonds</u> Principal Name	Original Inception Date	Effective Date	Expiration Date	Type Of Bond	Bond Description	Primary Obligor	Bond Number	Company	Premium	Bond Penalty	Cancellation Date
CEDAR CREST VILLAGE, INC.	04/13/2007	04/13/2009	04/13/2010	PATIENT TRUST FUND BONDS	STATE OF NEW JERSEY	LPM7519917 05	F&D		150	10,000	
ANN'S CHOICE, INC.	04/10/2007	04/10/2009	04/10/2010	PATIENT TRUST FUND BONDS	STATE OF PENNSYLVANIA	LPM7590543 02	F&D		75	5,000	
THE TALON BAR COMPANY (ERICKSO)	02/08/2007	01/01/2010	12/31/2010	TAX - ALCOHOL/LIQUOR - ALL OTH	STATE OF TEXAS	LPM8840576 05	F&D		0	7,500	
ERICKSON RETIREMENT COMMUNITTE	08/08/2006	06/08/2008	08/08/2010	FINANCIAL GUARANTEE - UTILITY	RELLANT ENERGY	LPM7582581 01	F&D		1,925	73,300	
ERICKSON RETIREMENT COMMUNITTE	09/16/2005	09/16/2005	09/16/2006	FINANCIAL GUARANTEE - TRADITIO	COMMONWEAL TH EDISON	LPM8485011 01	ZA		0	0	
ERICKSON RETIREMENT COMMUNITTE	09/16/2004	09/16/2009	09/16/2010	FINANCIAL GUARANTEE - TRADITIO	COMMONWEAL TH EDISON	LPM8782011 05	F&D		2,421	161,380	
ERICKSON RETIREMENT COMMUNITTE	07/29/2004	07/29/2009	07/29/2010	PATIENT TRUST FUND BONDS	COMMONWEAL TH OF VIRGINIA	LPM8752334 05	F&D		150	10,000	

Total Commercial Bonds: 27

<u>Closed Bonds</u> Principal Name	Original Inception Date	Effective Date	Expiration Date	Type Of Bond	Bond Description	Primary Obligor	Bond Number	Company	Premium	Bond Penalty	Cancellation Date
TINTON FALLS CAMPUS, LLC	10/25/2007	10/25/2007	10/25/2009	NON-CONSTRUCTION CONTRACT PERFORMANCE	BOROUGH OF TINTON FALLS	LPM7595658 00	F&D		78,401	5,226,738	10/25/2009
ANN'S CHOICE, INC.	10/01/2007	04/01/2008	10/01/2008	ESCROW DEPOSIT BONDS	PENNSYLVANIA DEPARTMENT OF INSURANCE	LPM7595190 01	F&D		103,091	13,718,000	10/01/2008
FOX RUN VILLAGE, INC.	08/25/2007	08/25/2007	10/25/2007	TAX - ALCOHOL/LIQUOR - RETAILE	MICHIGAN LIQUOR CONTROL BOARD	LPM7593989 00	F&D		100	1,000	10/25/2007
ANN'S CHOICE, INC.	08/01/2007	08/01/2007	12/01/2007	ESCROW DEPOSIT BONDS	COMMONWEAL TH OF PENNSYLVANIA	LPM8893810 00	F&D		47,790	11,295,417	09/12/2007

Line Sheet
 ST00077772 - Erickson Retirement Communities (Commercial)
 Distributor: RIGGS COUNSELMAN MICHAELS & DOWNES INC

Bond Data as of 12/31/2009

Principal Name	Original Inception Date	Effective Date	Expiration Date	Type Of Bond	Bond Description	Primary Obligor	Bond Number	Company	Premium	Bond Penalty	Cancellation Date
ERICKSON CONSTRUCTION LLC	12/21/2006	12/21/2006	12/21/2007	DISCHARGE MECHANICS LIEN - FIX		TD INDUSTRIES MANAGEMENT, LLC	CG88840562 00	F&D	1,628	108,516	12/21/2007
KANSAS CAMPUS, LLC	12/04/2006	12/04/2006	12/04/2008	NON-CONSTRU CTION CONTRACT	PERFORMANCE BOND INCR BP TO \$2,085,634 W/AP \$3,082	CITY OF OVERLAND PARK	LPM7587368 03	F&D	31,284	2,085,634	09/08/2008
HIGHLAND SPRINGS, INC.	09/01/2006	09/01/2008	09/01/2009	NON-CONSTRU CTION CONTRACT PERF		TEXAS DEPARTMENT OF INSURANCE	LPM7584626 02	F&D	27,866	1,857,750	09/01/2009
EAGLES TRACE, INC.	09/10/2005	09/10/2008	09/10/2009	NON-CONSTRU CTION CONTRACT PERF		TEXAS DEPARTMENT OF INSURANCE	LPM8806479 03	F&D	35,501	2,366,710	09/10/2009
HENRY FORD VILLAGE, INC	04/05/2005	01/01/2009	12/31/2009	WORKERS COMP. - SELF INSURERS		STATE OF MICHIGAN DEPARTMENT O	LPM8806436 04	F&D	7,500	500,000	12/31/2009
ERICKSON RETIREMENT COMMUNITIE	11/29/2004	01/01/2009	12/31/2009	WORKERS COMP. - SELF INSURERS		STATE OF MICHIGAN	LPM8782072 03	F&D	5,448	207,552	12/31/2009
Total Commercial Bonds: 10									338,609	37,367,317	

Line Sheet

ST00077772 - Erickson Retirement Communities (Contract)
 Distributor: RIGGS COUNSELMAN MICHAELS & DOWNES INC
 Bonds with an Effective Date on or after: <ALL>

Bond Data as of 12/31/2009

Principal Name	Original Inception Date	Effective Date	Expiration Date	Job Description	Primary Obligor	Bond Number	Company	Premium	Contract Price	Revised Contract Price	Cancellation Date
KANSAS CAMPUS, LLC	12/04/2008	12/04/2008	12/04/2010		CITY OF OVERLAND PARK	MNT7587368 00 F&D		15,642	1,881,487	1,881,487	
								15,642	1,881,487	1,881,487	

Confidential



February 25, 2010

ROBERT P. FRANKE
214.651.2099
Direct Fax: 214.659.4057
robert.franke@strasburger.com

VIA FEDERAL EXPRESS

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

RE: In re: Erickson Retirement Communities, LLC, Case No. 09-37010, In the United States Bankruptcy Court for the Northern District of Texas, Dallas Division

Dear Claims Agent:

Enclosed for filing in the above-referenced matter, please find the original and two (2) copies of Fidelity & Deposit Company of Maryland's Proof of Claim. I have also enclosed a self-addressed, stamped envelope for your use in returning a file-stamped copy to my office.

If you have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in cursive script that reads "Robert P. Franke/ma".

Robert P. Franke

RPF:ma
Enclosures