

UNITED STATES BANKRUPTCY COURT

Northern District of Texas, Dallas

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):
Fidelity & Deposit Company of Maryland

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

RECEIVED
FEB 26 2010
BMC GROUP

Court Claim Number: _____
(If known)
Filed on: _____

Name and address where payment should be sent (if different from above):

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:

Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: \$ 75,000 (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.

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.

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.

2. Basis for Claim: See attached summary (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: \$ _____

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



01431

Claim Summary for Erickson Construction

Fidelity & Deposit Company of Maryland ("F&D"), at the request of Erickson Construction, LLC ("Debtor") and Erickson Retirement Communities, LLC issued an Individual Highway Permit Bond ("Bond") (LPM 8893829) naming the Debtor as principal on the project described in the Bond, a copy of which is attached as Exhibit A.

Although no claims are presently pending on the Bond issued by F&D, F&D remains exposed to claims, additional losses and costs and expenses as a result of the issuance of the Bond. As reflected on the Bond, F&D is exposed to claims in the amount of \$75,000 plus costs and expenses which F&D may incur or sustain as a result of having furnished the Bond to the Debtor.

F&D reserves the right to amend the Proof of Claim to reflect any specific claims made against the Bonds as well as to claim damages as a result of the disposition of the Bond in the Debtor's proposed plan of reorganization.

EXHIBIT A

Oct. 29. 2009 9:14AM

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Illinois Department of Transportation

Individual Highway Permit Bond

Address 201 West Center Court District

City / State Schaumburg, IL 60196-1096 Bond No. 08893829

KNOWN ALL MEN BY THE PRESENTS, That I (We) Erickson Construction, LLC

20 Riverside Drive Lincolnshire, IL 60069 (Name of Applicant) (Mailing Address)

as Principal, and Fidelity and Deposit Company of Maryland (Surety Company)

a corporation organized and existing under the laws of the State of MD and licensed to do business in the State of Illinois, are held firmly bound unto the people of the State of Illinois in the penal sum of Seventy Five Thousand Dollars and 00/100 Dollars

(\$ 75,000.00) lawful money of the United States well and truly to be paid unto said people of the State of Illinois, for payment of which we bind ourselves, our successors and assigns, jointly, severally, and firmly by these presents.

WHEREAS, Highway Permit No. Issued by the Department of Transportation

of the State of Illinois grants to Erickson Construction, LLC permission and authority to construct, locate, operate, and maintain the work described in said Permit, upon or adjacent to Milwaukee County as more fully

Route IL 21/US 45 in Lake described in said Permit and Sketch, which by this reference are made a part hereof as if written herein at length, in and by which Permit and Sketch the said Principal has promised and agreed to perform said described operation and related activities in accordance with the terms and conditions of and description in said Permit and Sketch.

NOW, THEREFORE, if the said Principal shall well and truly perform said operations in accordance with the terms and conditions of and description in said Permit and Sketch to the satisfaction of said Department, and shall perform no other work or construction at said location without first applying for and receiving another permit from said Department, then no claim or demand will be made against the above obligation. Otherwise, this bond or so much thereof as may be necessary shall insure to the said Department as cost and expense to change and correct, during a period of five years from the date of approval of this bond by the Department, said construction to conform to the terms and conditions of and description in said Permit and Sketch.

IN WITNESS WHEREOF, WE HAVE DULY EXECUTED THE FOREGOING

This 20th Day of September, 2007

Principal Erickson Construction, LLC

Surety Fidelity and Deposit Company of Maryland

Address 20 Riverside Drive

Address 3810 Keswick Rd., 5th flr. Chesapeake Bldg.

City / State Lincolnshire, IL

City / State Baltimore

Telephone

By Attorney in Fact Margaret A. Benjamin

By

(Seal)

(Seal)

Agent for Surety Riggs, Counselman, Michaels & Downes, Inc.

Department of Transportation

Address 555 Fairmount Avenue

By Deputy Director of Highways, Regional Engineer

City / State Baltimore, MD

By

Oct. 29. 2009 9:14AM

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Bond Security

Surety No. # LPM8808496

Henry Ford Village, Inc. as Principal and Fidelity and Deposit Company of Maryland, as Surety and Guarantor, acknowledge a debt to the State of Michigan, Department of Labor and Economic Growth, Unemployment Insurance Agency of Detroit, MI, as Obligor, in the amount of Five Hundred Thousand Dollars and 00/100 \$500,000.00 and the Principal and Surety, along with their heirs, executors, administrators, successors and assigns, jointly and severally, agree to pay the Obligor, its successor and assigns, as follows:

The Principal shall reimburse the Obligor pursuant to section 13(c) of the Michigan Employment Security (MES) Act.

If the Principal fully performs the term and conditions stated above, then the obligations under this Bond are void; otherwise, the obligations under this Bond shall remain in full force and effect for the period commencing December 31, 2008 and ending December 31, 2009 (covers year security required plus 2 succeeding calendar years), not to exceed the amount of the Bond.

The parties agree that the Surety may cancel this Bond upon thirty (30) days written notice to the Obligor. However, such cancellation shall not affect any liability, which has theretofore accrued or been determined.

In the event of and with respect to any claims made under this Bond, the Surety reserves the right to inspect the applicable records, books, documents of the Obligor, provided the Surety affords reasonable notice to the Obligor.

This Agreement shall constitute the entire agreement between the parties and shall not be amended, nor shall any right or obligation be waived, except in a signed writing affixed to this Bond.

This agreement shall be entirely governed by, and interpreted and construed in accordance with, the laws of the State of Michigan, without regard to the principles of conflicts of laws.

Executed and dated this December 12, 2008

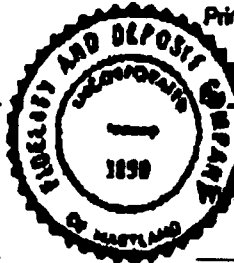
Fidelity and Deposit Company of Maryland
1400 American Lane, Tower 1, 15th Floor, Schaumburg, IL 60196-1058

Henry Ford Village, Inc.
15101 Ford Road, Dearborn, MI 48126

Surety

Principal

By Marion G. Coffell Attorney-in-Fact



Witness: _____

Witness: _____

Terry D. Reynolds

Margaret A. Benjamin
Notary Public

Notary Public

My commission expires:
June 1, 2009

My commission expires:



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 Construction, LLC, Case No. 09-37016, 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,

Robert P. Franke

RPF:ma
Enclosures