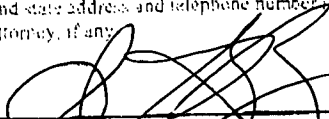



B 10 (Official Form 10) (12/08)

| | | |
|--|--|--|
| UNITED STATES BANKRUPTCY COURT Northern District of Texas (Dallas Division) | | PROOF OF CLAIM |
| Name of Debtor: Novi Campus, LLC | | Case Number: 09-37025 |
| <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): | | <input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. |
| Name and address where notices should be sent: XXXXXXXXXXXXXXXXXXXX 20835747001501 GLENCORP INC 47641 RYAN ROAD SHELBY TOWNSHIP, MI 48317 | | Court Claim Number: _____ (If known) |
| Name and address where payment should be sent (if different from above): Sara Gorman Rajan (P66203) Stark Reagan 1111 W. Long Lake Road, Ste. 202, Troy, MI 48098 | | Filed on: _____ |
| 1. Amount of Claim as of Date Case Filed: \$ 17,700 plus interest | | <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. |
| 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. | | |
| 2. Basis for Claim: Goods/Services (See instruction #2 on reverse side.) | | 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: \$ _____ <small>*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.</small> |
| 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 type="checkbox"/> Other Describe: See legal description attached to recorded construction lien. Value of Property: \$ Unknown Annual Interest Rate 2 % per month Amount of arrearage and other charges as of time case filed included in secured claim. If any: \$ 17,700 plus interest Basis for perfection: recorded construction lien Amount of Secured Claim: \$ 17,700 plus interest 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: _____ | 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. Sara Gorman Rajan (P66203)  2/25/10 | |
| | | FOR COURT USE ONLY Erickson Ret. Comm. LLC  01536 |

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.

LIBER 41619 PG 786

RECORDED
OAKLAND COUNTY
REGISTER OF DEEDS
2009 NOV 12 PM 2:05

193594
LIBER 41619 PAGE 786
\$16.00 MISC RECORDING
\$4.00 REMONUMENTATION
11/13/2009 12:02:00 P.M. RECEIPT# 91108

PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

CLAIM OF LIEN

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

Notice is hereby given that on the 27th day of July, 20 09,
GLENCORP, INC. whose address is 47641 Ryan Rd., Shelby Twp., MI 48317 first provided
labor and/or material for an improvement to:
SEE ATTACHED LEGAL DESCRIPTION

More Commonly Known As: FOX RUN VILLAGE PHASE III Parcel ID# 50-22-01-300-013
(Legal Description of Real Property from Notice of Commencement)

The owner (lessee) of which property is Novi Campus, LLC
701 Maiden Choice Lane, Baltimore, MD 21227
(Name of owner or lessee from Notice of Commencement)

The name and address of the party with whom the lien claimant has a contract is Erickson Retirement
Communities, LLC, 703 Maiden Choice Lane, Baltimore, MD 21227
The last day of providing the labor and/or material was the 18th day of August, 20 09

TO BE COMPLETED BY A LIEN CLAIMANT WHO IS A CONTRACTOR, SUBCONTRACTOR, OR SUPPLIER:
The lien claimant's contract amount, including extras, is \$ 17,700.00
The lien claimant has received payment thereon in the total amount of \$ -0-, and
Therefore claims a construction lien upon the above-described real property in the amount of \$ 17,700.00

TO BE COMPLETED BY A LIEN CLAIMANT WHO IS A LABORER:
The lien claimant's hourly rate, including fringe benefits and withholdings, is \$ _____
There is due and owing to or on behalf of the laborer the sum of \$ _____ for which the
Laborer claims a construction lien upon the above-described real property.

IF APPLICABLE:
The construction lien having been assigned, this claim of lien is made by _____
as assignee thereof.

Date: November 12, 2009
JEANNINE GULIAN
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Feb 23, 2013
-ACTING IN THE COUNTY OF
Acting in Oakland County

NAME & ADDRESS OF DRAFTER
AND RETURN TO: Antonio D'Agostini
GLENCORP, INC.
47641 Ryan Rd.
Shelby Twp., MI 48317

GLENCORP, INC.
(Lien Claimant)
By: Antonio D'Agostini
Antonio D'Agostini, Agent
47641 Ryan Rd., Shelby Twp., MI 48317
Subscribed and sworn to before me this 12th day of
November, 2009, by Antonio D'Agostini, Agent of
Glencorp, Inc.

Jeannine Gulian
Jeannine Gulian Notary Public
MACOMB, Acting in Oakland County, MI
My Commission Expires: February 23, 2013

(Handwritten initials in a circle)

O.K. - L.G.

LIBER 41619 PG 787

LEGAL DESCRIPTION

Part of the West ½ of Section 1, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Commencing at the Southwest Corner of Section 1, Town 1 North, Range 8 East; thence along the West Line of Section 1, North 03°28'39" West 60.01 feet to the POINT OF BEGINNING; thence continuing along the West Line of Section 1, North 03°28'39" West 2590.40 feet to the West ¼ Corner of Section 1, Town 1 North, Range 8 East; thence along the West Line of Section 1 and along the boundary of "The Maples of Novi, Maple Hills", Oakland County Condominium Plat No. 627, North 02°28'35" West 649.69 feet; thence continuing along the boundary of "The Maples of Novi, Maple Hills" the following two (2) courses: one (1) North 87°21'41" East 682.69 feet and two (2) North 03°11'10" West 2.24 feet; thence along the south boundary of "Haverhill Farms", Oakland County Condominium Plat, No. 912, North 87°19'27" East 693.69 feet; thence South 03°16'01" East 3236.69 feet to a point 70.00 feet North of the South Line of Section 1, thence along the North Line of Thirteen Mile Road the following five (5) courses: one (1) South 87°31'40" West 25.33 feet, two (2) South 02°28'20" East 15.00 feet, three (3) South 87°31'40" West 300.00 feet, four (4) North 02°28'20" West 5.00 feet, and five (5) South 87°31'40" West 1050.40 feet to the POINT OF BEGINNING. Contains 102.817 Acres.

PROPOSAL

Glencorp, Inc.
47641 RYAN Rd.

ph. 586-997-9563
fax 586-997-9788

2
SHELBY TWP, MI 48317

pg. 1 of

| | | |
|---|---------------------------------|------------------------|
| PROPOSAL SUBMITTED TO: FOX RUN RETIREMENT COMMUNITY | | PHONE: (248) 848-0567 |
| DATE: 7/14/09 | | |
| SEEDING | ADDRESS: 4100 W. 13 MILE ROAD | JOB NAME: FOX RUN TEMP |
| | CITY, STATE, ZIP: NOVI MI 48331 | JOB LOCATION: NOVI MI |
| | ENGINEER: ZEIMET WOZNIAK | DATE OF PLANS: 0/00/00 |

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

- A. SEED MULCH & INSTALL STRAW MATTING STOCK PILES -This includes seeding and mulching flat areas and straw matting side slopes to prevent erosion. 3.0 Ac. @ \$2,100.00 per acre. Placing straw matting.
\$ 8,230.00
- B. GRADE STOCK PILE AND MISC. PILES OF DIRT - This includes using a D-6 Dozer for 5 days and a 312 Excavator for 1 day to grade main stockpile to be able to install straw matting and seed, also grade smaller piles to be able to install seed. Grade side slope of existing drain to prevent erosion in to drain, per. the direction of the owner. If you would like us to do more grading than the 5 days we have allotted it will be done on an hourly basis D-6 Dozer \$153.00 per. hour, 312 Excavator \$115.00 per. hour.
\$ 7,870.00

NOTE - Any other misc. grading desired can be quoted or done on an hourly basis.


WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications and the attached Terms and Conditions.
Payment to be made as follows: NET 15 DAYS

AUTHORIZED SIGNATURE: _____

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

DATE OF ACCEPTANCE: 7/23/09

SIGNATURE: 
EDWARD BALFE
DEVELOPMENT DIRECTOR

pg. 2 of 2

MASS GRADING
Standard Terms and Conditions
Job Name: FOX RUN TEMP. SEEDING

PRICES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. Prices quoted **DO NOT** include permits, engineering & layout, soil compaction tests, dewatering, frost ripping, traffic control, rock blasting & removal or bond fees.
2. Prices quoted are based on plans by engineer dated as noted and per description and terms stipulated in proposal.
Any changes to be made in quoted work must be in writing and go thru Glencorp's main office.
3. Prices quoted are based on 4 mobilizations with construction proceeding in a continuous, unencumbered manner.
4. Prices quoted are based on all clearing, demolition and removals to be performed by others prior to grading.
5. Prices quoted are based on performing mass grading before underground utility construction.
6. Prices quoted **DO NOT** include subgrade undercutting. If subgrade undercutting is required, a charge of \$2.25/cubic yard for excavating and \$2.25/cubic yard for backfilling (if backfill is acquired from a borrow pit) will be invoiced based on measurements of the undercut and/or borrow pit areas.
 - a) Any and all excavation below proposed subgrade elevations will be considered a subgrade undercut.
 - b) Any and all excavation below proposed subgrade elevations after a maximum 6" of topsoil has been removed will be considered a subgrade undercut within paved areas.
7. General purpose borrow pits (if requested) can be excavated at \$2.25/cubic yard. Backfill is not included.
8. Prices quoted **DO NOT** include erosion control devices of any nature unless specifically listed. If required, silt fence is available installed at \$1.15 per lineal foot, and seed and mulch at \$2,100.00 per acre.
9. Prices quoted **DO NOT** include off-site borrow and/or off-site disposal of excess material nor does it include the grading of any imported material if needed to make up a shortage. All design cut material to be placed in nearest available fills, all items listed in price will be graded as long as sufficient on-site cut is available for these items. The quoted price for mass grading is based on the design cut quantity.
10. Glencorp Inc. takes no responsibility in determining the elevations the lots should be mass graded to in order to balance with basement dirt later on. This elevation should be determined by the engineer. Please advise if you wish to have the lots mass graded to a different elevation than what has been quoted.
11. Grade manipulation or discing is not included but it can be done on an hourly basis.
12. Prices quoted **DO NOT** include top loading scrapers.

13. Prices quoted **DO NOT** include backfilling underground contractors trenches, structures or spreading spoil piles. If underground contractor has pushed material out of pavement areas during his work then this material must be put back and leveled before fine grading operations proceed.
14. Terms of payment to be Net Fifteen (15) days from date of invoice for construction completed, bi-monthly draws, no retainer and final payment due within thirty (30) days of completion of work by Glencorp Inc., 2% per month charged to overdue accounts.
15. The additional terms and conditions in Exhibit A also apply to this Contract between Fox Run Village, Inc. ("Fox Run") and Glencorp, Inc. ("Contractor").

GLENCORP, INC.

47641 Ryan Road
 Shelby Twp, MI 48317
 (586) 997-9563

INVOICE

6322

SHIP TO: FOX RUN RETIREMENT COMMUNITY

BILL TO: FOX RUN RETIREMENT COMMUNITY
 411 W. 13 Mile Road
 Novi, MI 48931

| | |
|----------------------|------------------------|
| Salesperson: | Date of order: |
| Payment terms: | Date order shipped: |
| Method of shipment: | FOB point: |
| Invoice number: 6322 | Invoice date: 8/5/2009 |

| ITEM NO. | QTY. | DESCRIPTION | PRICE EACH | AMOUNT |
|----------|------|--|------------|------------|
| A | 100% | Seed Mulch & install straw matting stock piles | \$9,530.00 | \$9,530.00 |
| B | 100% | Grade stock pile & misc piles of dirt | \$8,170.00 | \$8,170.00 |
| | | | | |
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| | | |
|-----------------|------------------------|-------------|
| Tax rate: _____ | Sub total: | \$17,700.00 |
| | Tax: | |
| | Shipping & handling: | |
| | Previous amount owing: | |
| | Credit: | |
| | | \$17,700.00 |

AMOUNT DUE THIS INVOICE