

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

UNITED STATES BANKRUPTCY COURT Northern District of Texas		PROOF OF CLAIM
Name of Debtor: Erickson Retirement Communities, LLC		Case Number: 09-37010
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): PPF MF 3900 Gracefield Road, LLC		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where notices should be sent: c/o Andrew Bauman, Morgan Stanely, 1585 Broadway, 37th Floor, New York, New York 10036, and Matthew G. Summers, Ballard Spahr LLP, 300 E. Lombard Street, 18th Floor, Baltimore, Maryland 21202 Telephone number: (410) 528-5679		
Name and address where payment should be sent (if different from above): <div style="text-align: center; font-size: large;">RECEIVED FEB 27 2010 BMC GROUP</div> Telephone number:		
1. Amount of Claim as of Date Case Filed: \$ <u>28,665,000.00</u> 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.		<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. 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>
2. Basis for Claim: <u>See Schedule</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 checked="" 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: <u>See Schedule</u> Amount of Secured Claim: \$ <u>28,665,000.00</u> 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: 02/26/2009	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. <div style="display: flex; justify-content: space-between;"> <div> Andrew Bauman </div> <div style="text-align: right;"> FOR COURT USE ONLY Erickson Ret. Comm. LLC 01564 </div> </div>	

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.

Schedule to Proof of Claim

**In re: *Erickson Retirement Communities, LLC, et al.*,
Case No. 09-37010 (Chapter 11) (Jointly Administered)**

United States Bankruptcy Court for the Northern District of Texas

Creditor: PPF MF 3900 Gracefield Road, LLC ("PPF")

This Schedule supplements the information stated in the accompanying Proof of Claim and shall constitute part of the Proof of Claim.

I. Basis for the Claim

On or about November 1, 2006, Point View Campus II, LLC ("Point View"), executed and delivered, among other things, a Promissory Note and a Loan Agreement, pursuant to which PPF provided financing to Point View in the original principal amount of \$26,250,000. True and correct copies of the Promissory Note and the Loan Agreement are attached hereto as Exhibits A & B, respectively, and incorporated herein by reference. On July 28, 2009, Point View and Debtor Erickson Retirement Communities, LLC ("ERC") entered into a Modification Agreement (the "Modification Agreement") and Point View executed and delivered an Amended and Restated Promissory Note (the "Amended Note") by which, among other things, the principal amount of the mezzanine financing provided to Point View was increased from \$25,000,000.00 to \$26,250,000.00. True and correct copies of the Modification Agreement and the Amended Note are attached hereto as Exhibits C & D, respectively, and incorporated herein by reference. The Promissory Note, the Loan Agreement, the Modification Agreement, and the Amended Note, together with all other documents evidencing, documenting, perfecting, or concerning the indebtedness owed by Point View to PPF are hereinafter referred to collectively as the "Loan Documents."

ERC executed and delivered a Limited Guaranty and Indemnity Agreement dated November 1, 2006 (the "Guaranty"), in favor of Point View by which it guaranteed the full and prompt performance of certain obligations of Point View to PPF. A true and correct copy of the Guaranty is attached hereto as Exhibit E and incorporated herein by reference. ERC pledged its member interest in Point View to PPF as security for ERC's obligations under the Guaranty pursuant to a Member Interest Pledge Agreement. True and correct copies of the Member Interest Pledge Agreement and related UCC financing statements are attached hereto as Exhibits F & G, respectively, and incorporated herein by reference.

On or about October 19, 2009 (the "Petition Date"), ERC and certain of their affiliates and subsidiaries (collectively, the "Debtors") filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code.

Prior to the Petition Date, Point View defaulted under the Loan Documents by virtue of, among other things, its failure to make payments to PPF as and when due. As a result of these defaults, as of the Petition Date, Point View and ERC are obligated to pay the sum of at least \$26,250,000.00 plus interest in the amount of at least \$2,415,000.00 to PPF.

II. Calculation and Classification of the Claim

PPF asserts a claim, as of the Petition Date, in the aggregate amount of \$28,665,000.00, consisting of principal in the amount of \$26,250,000.00 and accrued but unpaid interest in the amount of \$2,415,000.00, together with accrued, unpaid indebtedness of ERC, both absolute and contingent, existing prior to the commencement of the Chapter 11 case, together with all fees, commissions, attorneys' fees, and other costs and expenses, accrued and accruing with respect thereto and provided for in the Loan Documents.

The claim is secured by a perfected security interest in and liens against ERC's member interest in Point View. Under the Guaranty, ERC is liable for the full amount claimed herein.

III. Notices

All notices concerning this claim and/or any objections to this claim should be served on all of the following:

Mr. Andrew S. Bauman
Executive Director
Morgan Stanley
1585 Broadway, 37th Floor
New York, New York 10036

-and-

Matthew G. Summers, Esquire
Ballard Spahr LLP
300 E. Lombard Street, 18th Floor
Baltimore, Maryland 21202

IV. Reservation of Rights

PPF reserves the right to amend this proof of claim to include amounts not stated above, including, without limitation, costs, expenses, attorneys' fees, and any other charges or amounts due, as appropriate, under applicable bankruptcy and non-bankruptcy law. PPF reserves all of its rights and remedies, including, without limitation, the right to amend this proof of claim to include additional charges, adjustments and the like, due and payable under the Loan Documents and Guaranty, as the same become quantified, known or available. PPF further reserves the general right to amend, supplement, or modify this claim (including, but not limited to, the classification and amount of the claim asserted herein). PPF further reserves the right to file requests for payment of administrative expenses or other claims entitled to priority.

The filing of this Proof of Claim is not: (a) a waiver or release of PPF' rights against any person, entity or property; (b) a consent by PPF to the jurisdiction of the Bankruptcy Court with respect to any matter other than the subject matter of this claim; (c) a consent by PPF to any proceedings commenced in this case or otherwise involving PPF; (d) a waiver of the right to withdraw the reference, or otherwise to challenge the jurisdiction of this Court, with respect to the subject matter of this claim, any objection or other proceedings in this case against or otherwise involving PPF; or (e) an election of remedies.

PROMISSORY NOTE

New Jersey

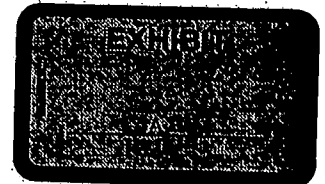
\$25,000,000.00

November 1, 2006

FOR VALUE RECEIVED, the undersigned, **POINT VIEW CAMPUS II, LLC**, a Maryland limited liability company having a mailing address at 701 Maiden Choice Lane, Baltimore, Maryland 21228 ("Borrower") promises to pay to the order of **PPF MF 3900 GRACEFIELD ROAD, LLC**, a Delaware limited liability company, at its office at 1585 Broadway, Floor 37, New York, New York 10036 (the payee and each successor holder of this Note being herein called the "Lender") or to such other person or at such other place as the Lender may from time to time designate in writing, the principal sum of **TWENTY FIVE MILLION AND 00/100 DOLLARS (\$25,000,000.00)** with interest from the date hereof payable in arrears at an annual rate of fifteen per cent (15 %), calculated on the basis of a 360 day year but accruing on the unpaid principal balance for the actual number of days elapsed.

Principal and interest evidenced by this Promissory Note shall be paid as follows:

- a. If the date hereof is not the first day of a month, on the first day of the month next following the date hereof, interest only at the rate set forth above shall be paid upon the principal balance outstanding hereon from the date hereof.
- b. Commencing on the first day of the second month after the date hereof, or if the date hereof is the first day of a month then commencing on the first day of the first month after the date hereof, and continuing on the first day of each successive month until the Maturity Date (hereinafter defined), interest only at the rate set forth above.
- c. The entire principal balance and interest thereon shall in any event be due and payable on November 1, 2011 (the "Maturity Date").



If any installment of principal or interest or both is not paid within the time frame provided in the Loan Agreement (hereinafter defined), there shall also be immediately due and payable an administrative late charge of five percent (5%) of the amount of such payment. In addition, such past due payment shall bear interest at the maximum interest rate then allowable under the laws of the State of New Jersey; provided, however such interest rate shall not exceed a maximum rate of eighteen percent (18%) per annum.

At the option of Lender the entire indebtedness evidenced by this Note shall become immediately due and payable without notice or demand upon the occurrence at any time of any of the following events of default: (1) failure to pay to the Lender in full any principal or interest and such failure continues for a period of five (5) days or default of Borrower or any endorser or guarantor hereof under any liability, obligation or undertaking, hereunder or otherwise to the Lender that continues after any applicable notice required hereunder or therein and the expiration of any applicable grace period; (2) any Event of Default under the terms of that certain Loan Agreement of even date herewith between Borrower and Lender (the "Loan Agreement"), or any other instrument given to secure this Note shall occur and continue after any applicable notice required therein and the expiration of any applicable grace period, including but not limited to any failure of the Project (as defined in the Loan Agreement) to satisfy the Balance Test (as defined in the Loan Agreement) pursuant to and in accordance with Section 23.4 of the Loan Agreement; (3) any statement, representation or warranty made by the undersigned, or any endorser or any guarantor hereof in the Security Documents (as defined in the Loan Agreement), or in any supporting financial statement of the undersigned or any endorser or guarantor hereof shall have been false in any material respect; and (4) the liquidation, termination or dissolution of

the Borrower or any endorser or guarantor hereof, or any of such ceasing to carry on actively its present business.

Borrower agrees to pay all costs of collection, including reasonable fees and expenses of Lender's attorneys, upon any default in the payment of principal or interest when due, which default continues beyond any applicable grace or cure period, and all costs including reasonable fees and expenses of Lender's attorneys in case it becomes necessary to protect the security hereof, whether or not suit is commenced.

This Note may be prepaid in whole but not in part (except as provided below) pursuant to the terms and provisions of Section 24.1 of the Loan Agreement.

The Lender shall have the right to require that the indebtedness evidenced hereby be paid, in full, in accordance with the terms of "Lender's Put" as defined and provided for pursuant to Section 24.2 of the Loan Agreement.

In the event the payments required to be made hereunder or pursuant to the Security Documents (as defined in the Loan Agreement), whether such payments are characterized as interest or otherwise, shall at any time exceed the limits permitted by any law governing usury or any other law applicable to the loan evidenced hereby, all such excess sums paid by Borrower for the period in question shall, without further agreement or notice between or by any party hereto, be applied to the principal balance as a partial prepayment thereof without premium.

Borrower and all endorsers and guarantors of this Promissory Note hereby severally waive presentment for payment, protest and demand, notice of protest, demand and of dishonor and nonpayment of this Note and Borrower's (and any endorser's or guarantor's) liability hereunder shall remain unimpaired, notwithstanding any extension of the time of payment or other indulgence granted by Lender, or the release of all or any part of the security for the

payment hereof or the liability of any party which may assume the obligation to make payment of the indebtedness evidenced hereby or the performance of the obligations of Borrower.

Whenever notice, demand or a request under this Note may properly be given to Borrower or Lender, the same shall be given in accordance with the provisions of the Loan Agreement.

This Note is secured by the Security Documents (as defined in the Loan Agreement), which includes the assignment of the CCVI Mortgage (as defined in the Loan Agreement) which CCVI Mortgage encumbers certain property, more particularly described therein, located in Pequannock Township, Morris County, New Jersey.

The transaction of which this Promissory Note is a part bears a reasonable relation to the State of New Jersey, in as much as the Property is located in the State of New Jersey; accordingly, the Borrower and the Lender agree that this Promissory Note shall be governed by and construed in accordance with the laws of the State of New Jersey, to the maximum extent the parties may so lawfully agree.

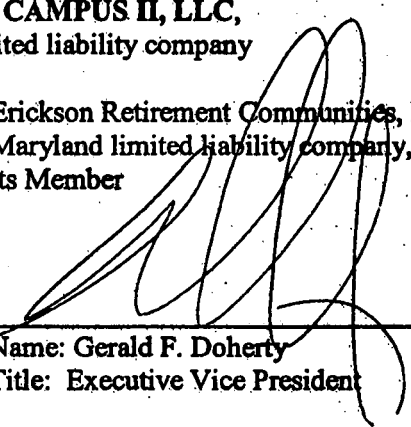
EXECUTED AS A SEALED INSTRUMENT, as of the day and year first above written.

BORROWER:

POINT VIEW CAMPUS II, LLC,
a Maryland limited liability company

By: Erickson Retirement Communities, LLC, a
Maryland limited liability company,
its Member

By:


Name: Gerald F. Doherty
Title: Executive Vice President

ALLONGE TO PROMISSORY NOTE

THIS ALLONGE TO A PROMISSORY NOTE (this "Allonge") is made as of this 15th day of February, 2007 by and between **POINT VIEW CAMPUS II, LLC**, a Maryland limited liability company having a mailing address at 701 Maiden Choice Lane, Baltimore, Maryland 21228 ("Borrower") promises to pay to the order of **PPF MF 3900 GRACEFIELD ROAD, LLC**, a Delaware limited liability company, at its office at 1585 Broadway, Floor 37, New York, New York 10036 ("Lender").

RECITALS:

R-1. Borrower executed and delivered to Lender that certain Promissory Note (the "Note") dated November 1, 2006 in the principal amount of **TWENTY FIVE MILLION AND 00/100 DOLLARS (\$25,000,000.00)** (the "Loan") with interest from the date thereof payable in arrears at an annual rate of fifteen per cent (15 %) (the "Interest Rate").

R-2. The Interest Rate specified in the Note was incorrect due to the mutual error of Borrower and Lender, and Borrower and Lender now desire by this Allonge to correct the error by amending the Interest Rate of the Note as hereinafter set forth.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual entry into this Allonge by Borrower and Lender and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, Borrower and Lender hereby agree as follows:

Section 1. Incorporation of Recitals. The Recitals to this Allonge are hereby incorporated as a substantive part hereof.

Section 2. Amendment of Note. Retroactively as of November 1, 2006, the Interest Rate of the Note shall be 15.25%.

Section 3. Effect of this Allonge. Except as set forth herein, the provisions of the Note shall remain in full force and effect, as if this Allonge had not been made.

Section 4. Attachment of Allonge to Note. This Allonge (i) is being physically attached to the Note simultaneously with the entry into this Allonge by Borrower and Lender, to evidence the modification of the provisions of the Note effected hereby, and (ii) shall upon such attachment be deemed to be a part of the Note, as fully and completely as if its provisions were set forth at length in the body of the Note.

Section 5. General.

5.1. Effectiveness. This Allonge shall become effective on and only on its execution and delivery by Borrower and Lender.

5.2. Headings. The headings of the Sections, subsections, paragraphs and subparagraphs hereof are provided only for convenience of reference, and shall not be considered in construing their contents.

5.3. Ratification and Representations. The Borrower hereby ratifies and confirms the Note in all respects as of the date hereof. As of the date hereof, the Borrower represents, warrants and covenants that except as expressly set forth herein, the Note has not been modified or amended in any manner whatsoever, and that the Borrower has full power, authority and legal right to execute this Allonge, that this Allonge represents the binding and legal obligation of the Borrower, enforceable in accordance with its terms.

5.4. Further Assurances. The Borrower and the Lender agree to execute and deliver any and all additional instruments and documents necessary to further evidence and perfect the terms, covenants, conditions, agreements and obligations of the Note.

5.5. Counterparts. This Allonge may be executed in one or more counterparts, each of which shall be considered an original.

5.6. No Novation. Neither this Allonge nor the Note shall constitute a substitution or novation, nor extinguish, affect or impair the Borrower's obligations under the Note, as confirmed, modified, and amended by this Allonge, which obligations, and the indebtedness thereunder shall remain outstanding in full force and effect as confirmed, modified, and amended herein.

[Signatures appear on following page.]

IN WITNESS WHEREOF, Borrower and Lender have executed and ensealed this Allonge or caused it to be executed and ensealed on its behalf by its duly authorized representatives, the day and year first above written.

WITNESS/ATTEST:

BORROWER:

POINT VIEW CAMPUS II, LLC,
a Maryland limited liability company

By: Erickson Retirement Communities, LLC, a
Maryland limited liability company,
its Member

Juan Oliveri

By:

Gerald F. Doherty
Name: Gerald F. Doherty
Title: Executive Vice President

LENDER:

PPF MF 3900 GRACEFIELD ROAD, LLC, a Delaware
limited liability company

By: PPF Multifamily, LLC, a Delaware limited liability
company, its sole member

By: PPF OP, LP, a Delaware limited partnership,
its sole member

By: PPF OPGP, LLC, a Delaware limited
liability company, its general partner

By: Prime Property Fund, LLC, a
Delaware limited liability company,
its sole member

By: Morgan Stanley Real Estate
Advisor, Inc., its Manager

By: *Charles J. Ramey*

Name:

Title: Its Authorized
Signatory

LOAN AGREEMENT

THIS LOAN AGREEMENT (the "Agreement") is made and entered into as of November 1, 2006 by and between PPF MF 3900 GRACEFIELD ROAD, LLC, a Delaware limited liability company ("Lender"), and POINT VIEW CAMPUS II, LLC, a Maryland limited liability company ("Borrower").

RECITALS

A. Point View Campus, LLC, a Maryland limited liability company ("PVC") acquired approximately 143 acres located in Pequannock Township, Morris County, New Jersey (as more specifically described on Exhibit A attached hereto, the "Property") for development as a continuing care retirement community ("CCRC") known as Cedar Crest Village Retirement Community ("Cedar Crest"). When complete, the CCRC will include 1,504 independent living units and 318 health care units (of which amount 128 will be assisted living units and 190 will be nursing care units (individually, a "Unit" and collectively, the "Units")) and accessory uses (collectively, the "Project").

B. The Project has been developed and operated on the Property consistent with the following outline:

(i) PVC has, subject to certain management and financing arrangements described below, developed the Project for lease to Cedar Crest Village, Inc., a Maryland non-stock corporation ("CCVI") in accordance with the terms of a Master Lease and Use Agreement between CCVI and PVC, dated as of May 9, 2000 (as amended, the "Master Lease"). Under the Master Lease, CCVI operated the Project. In addition, the Master Lease provided CCVI with certain rights to purchase PVC's interest in the Property and the Project.

(ii) PVC retained Developer to manage the development of the Project in accordance with an Amended and Restated Development Agreement dated November 1, 2001 (the "Original Development Agreement").

(iii) Residents of the Units (the "Residents") occupy their Unit and receive various services pursuant to terms of an agreement (the "Residence and Care Agreement") between each Resident and CCVI. Residents are required to deliver certain funds upon obtaining residency of their Unit ("Entrance Deposits"), which may be refunded under the terms of the Residence and Care Agreement. In addition, Residents make certain monthly payments ("Monthly Fees"), which can include the cost of services acquired, as more fully described in the Residence and Care Agreements.

C. The development of the Project has been financed consistent with the following outline:

(i) CCVI loaned PVC the proceeds from the Entrance Deposits provided by Residents (the "Community Loan") under the terms of a certain amended and restated



loan agreement and note (as amended, the "Community Loan Agreement" and the "Community Note," respectively), which Community Loan had been secured, in part by the Amended and Restated Community Mortgage and Security Agreement, dated November 1, 2001 (the "Community Loan Mortgage") (collectively, the "Community Loan Documents"), the proceeds of which have been used, among other things, to finance the acquisition, development, improvement and construction of the Property and the Project. The Community Loan Mortgage was subordinate to the Original Bond Loan Documents (as defined below).

(ii) PVC and CCVI entered into an agreement to provide CCVI with an exclusive and irrevocable option to purchase the Project (the "Purchase Option Agreement") for a sum certain at an earlier date than that provided under the Master Lease, in consideration for which CCVI had made a purchase deposit to PVC of Fifty-Five Million Dollars (\$55,000,000) (the "Purchase Deposit"), the proceeds of which PVC had used to pay off and satisfy the revolving construction loan made by Mercantile Safe-Deposit and Trust Company to PVC. As part of the Purchase Option Agreement, PVC would have been required to pay the Purchase Deposit Refund and Purchase Deposit Transaction Costs (both as defined in the Purchase Option Agreement); to secure such obligation, PVC delivered to CCVI (a) the Purchase Deposit Mortgage and Security Agreement, dated November 1, 2001, between PVC and CCVI (the "Purchase Deposit Mortgage"); (b) the Point View Assignment of Facility Documents, dated November 1, 2001, by PVC to CCVI (the "PVC Assignment"); and (c) the Purchase Deposit Refund Guaranty Agreement, dated November 1, 2001, by Erickson Retirement Communities, LLC, a Maryland limited liability company ("ERC," "Developer" or "Guarantor") for the benefit of CCVI (the "Purchase Deposit Guaranty"). The Purchase Option Agreement, the Purchase Deposit Mortgage, the PVC Assignment and the Purchase Deposit Guaranty are collectively referred to herein as the "Purchase Option Documents."

(iii) In order to finance the Purchase Deposit, the New Jersey Economic Development Authority (the "Authority") issued the Authority's Retirement Community Revenue Bonds (Cedar Crest Village, Inc. Facility) Series 2001 A, B and C (the "Original Bonds"), pursuant to the Trust Indenture, dated as of November 1, 2001 (the "Original Trust Indenture"), between the Authority and Allfirst Trust Company National Association ("Original Trustee"). From the sale proceeds of the Original Bonds, the Authority made a loan to CCVI in the original principal amount of Seventy-Eight Million Nine Hundred Five Thousand Dollars (\$78,905,000) (the "Original Bond Loan"), evidenced by the Bond Loan Agreement, dated November 1, 2001 (the "Original Bond Loan Agreement"). The Original Bond Loan is secured, in part, by (a) a mortgage on the Property from PVC, as fee owner, and CCVI, as leasehold owner, (the "Original Bond Mortgage"), which is senior to the Community Loan; (b) a Security Interest in Receipts and Collateral, as described in the Original Bond Loan Agreement; (c) a Collateral Assignment, dated November 1, 2001, by CCVI to the Original Trustee, of all of CCVI's right, title and interest in and to, including but not limited to, the Management Agreement (as defined therein), the Master Lease, the Community Loan Agreement, all promissory notes executed and delivered by PVC to CCVI pursuant to the Community Loan Agreement, the Community Loan Mortgage, the Purchase Option

Agreement, the PVC Assignment of Facility Documents, the Working Capital Loan Agreement, each Residence and Care Agreement, the Completion Guaranties (as defined therein) and certain agreements, contracts, approvals, certificates, licenses and permits relating to the operation of the Project (the "Collateral Documents"); (d) the Assignment of Mortgage, dated November 1, 2001, by CCVI to Original Trustee of the Community Loan Mortgage; and (e) the Point View Subordination Agreement, dated November 1, 2001, among Original Trustee, CCVI and PVC, pursuant to which PVC agreed to subordinate the payment by CCVI of the obligations of CCVI for any indebtedness to PVC, to the payment of CCVI's obligations under the Original Bond Loan Agreement. The Original Bond Loan Agreement, Original Trust Indenture, the Collateral Documents and Original Bond Mortgage are collectively referred to herein as the "Original Bond Loan Documents."

(iv) Using proceeds of the Purchase Deposit and the Community Loan, PVC has (a) developed the Property for the Project in accordance with the zoning approvals and permits and the health care approvals, and (b) loaned funds to CCVI from time to time, but not exceeding at any one time the amount of Fifteen Million Dollars (\$15,000,000) for the purchase of insurance for the Property, payment of taxes on the Property and to otherwise make any and all valid operating expenditures necessary for maintaining the Property (the "Working Capital Loan"), the terms of which are set forth in an amended and restated loan agreement and an amended and restated note (the "Working Capital Loan Agreement" and the "Working Capital Promissory Note," respectively). The Working Capital Loan and CCVI's obligation to lend funds to PVC under the Community Loan were secured, in part, by the Working Capital Mortgage and Security Agreement, dated November 1, 2001, between CCVI and PVC (the "Working Capital Mortgage"), pursuant to which, CCVI assigned to PVC all of its right, title and interest in and to the Property, all inventory, accounts, general intangibles, chattel paper, equipment and fixtures, licenses, Residence and Care Agreements, and cash and deposits, but only the foregoing which are now located at, or are used in connection with or relate to, or arise from the Project, its development, financing and operation, and which is subject to the terms of a Lockbox Account Agreement, dated May 9, 2000, between CCVI and PVC (the "Lockbox Account Agreement"). The Working Capital Loan Agreement, Working Capital Promissory Note, Working Capital Mortgage, and Lockbox Account Agreement are collectively referred to herein as the "Working Capital Loan Documents".

D. Although the Project is not fully developed, and portions are currently under construction, CCVI has exercised its option to purchase PVC's interest in the Property and the Project through an acquisition of the member interests in PVC. In connection with CCVI's purchase of such interest, and in consideration of Borrower's commitment to complete the development of the Project, CCVI has issued a purchase money note in the amount of up to \$300,000,000 (the "CCVI Note"), secured by a purchase money mortgage on the Property (the "CCVI Mortgage"), subordinate only to the Refunding Bond Loan Documents (as defined below). Borrower is the current holder of CCVI Note and the beneficiary of CCVI Mortgage. As part of the purchase, the Community Loan Documents and the Purchase Option Documents have been terminated and any liens thereunder on the Property have been released, including the

Community Loan Mortgage and the Purchase Deposit Mortgage. The transactions by which this has been accomplished include the following:

(i) ERC has redeemed Lender's prior interest in Riderwood-Seabrook Holdings, LLC ("RSH"), a Maryland limited liability company, the holder of all of the member interests in PVC, and dissolved RSH, so that ERC owned all of the membership interests in PVC (the "PVC Member Interest").

(ii) CCVI, Senior Living Limited Partnership, a Nevada limited partnership ("SLLP"), Erickson Group, LLC, a Maryland limited liability company ("Group"), ERC, PVC and Borrower entered into a Purchase and Redemption Agreement (as amended, the "PRA"), by which, in a series of simultaneous transactions, but in the order indicated, (a) PVC and ERC will assign and SLLP will assume, the rights and obligations of PVC and ERC under the Purchase Option Documents (excluding the Point View Assignment of Facility Documents, dated November 1, 2001, by PVC to CCVI), (b) PVC will assign to ERC all of its rights and obligations in the Working Capital Loan Documents (excluding the Lockbox Account Agreement, dated May 9, 2000, between CCVI and PVC), (c) PVC will assign to Borrower all of its remaining assets, other than the fee interest PVC holds in the Project and PVC's rights as owner under the Development Agreement, (d) ERC will distribute to Group the PVC Member Interest, (e) SLLP will sell to CCVI a 6% interest in Group (the "Group Interest") for the price set forth in the PRA (the "PRA Purchase Price"), and (f) Group will redeem the Group Interest by transferring to CCVI the PVC Member Interest.

(iii) In connection with the payment of the PRA Purchase Price, (a) CCVI will provide to SLLP and ERC certain releases relating to the Purchase Option Documents, including the Purchase Deposit Guaranty and the Purchase Deposit Mortgage, (b) the Community Loan Documents will be forgiven and released, including the Community Loan Mortgage, and (c) CCVI will issue to SLLP the CCVI Note, secured by the CCVI Mortgage.

(iv) As part of the series of transactions under the PRA, (a) the Working Capital Loan Documents and the Original Development Agreement will be amended, and (b) Borrower will agree with CCVI to complete the Project.

(v) The Original Bonds will be refunded by the proceeds of the Authority's Variable Rate Demand Revenue Refunding Bonds (Cedar Crest Village, Inc. Facility), Series 2006A and Series 2006B (the "Refunding Bonds") in the original principal amount of \$80,695,000, issued pursuant the Trust Indenture dated November 1, 2006 (the "Refunding Bonds Indenture") among the Authority, CCVI and Manufacturers and Traders Trust Company, as Trustee (the "Refunding Trustee"). The proceeds of the Refunding Bonds will be loaned to CCVI pursuant to a Loan Agreement between CCVI and the Authority (the "Refunding Loan"). The various documents evidencing and securing the Refunding Bonds, the Refunding Trustee and the Refunding Loan are collectively the "Refunding Bond Loan Documents." The Original Bonds and the Refunding Bonds are together the "Bonds."

(vi) Payment of the principal, purchase price and interest on the Refunding Bonds are secured by an irrevocable direct pay letter of credit (the "Letter of Credit") issued by Sovereign Bank (the "Senior Lender") pursuant to a Letter of Credit Agreement dated as of November 1, 2006 by and among CCVI, PVC and the Senior Lender (the "Letter of Credit Agreement"). In consideration for the issuance of the Letter of Credit, (i) the Entrance Deposits, after paying amounts under the Refunding Indenture, and constituting payments under the CCVI Note, are deposited into an escrow fund and disbursed for construction expenditures or otherwise distributed pursuant to an Escrow Fund Disbursement Agreement dated as of November 1, 2006 among the Borrower, CCVI and the Senior Lender (the "Disbursement Agreement"), (ii) CCVI's obligations under the Letter of Credit Agreement are guaranteed under and pursuant to a Guaranty Agreement dated as of November 1, 2006 from the Borrower to ERC for the benefit of the Senior Lender (the "LOC Guaranty") and (iii) CCVI, the Borrower and ERC have pledged certain additional collateral and made additional assignments to secure their respective obligations under the Letter of Credit Agreement, Disbursement Agreement and LOC Guaranty, including the Mortgage, the Security Agreement, the Subordination Agreement, the Fee Subordination Agreement and the Security Agreement (Licenses, Residence and Care Agreements) (as each are defined in the Letter of Credit Agreement) (collectively, the "LOC Documents"), the obligations of the Borrower and ERC under the LOC Documents being senior to the Borrower's and ERC's obligations under the Security Documents. The LOC Documents, together with the Original Bond Loan Documents and the Refunding Bond Loan Documents constitute the "Bond Loan Documents."

E. PVC has assigned all of its right, title and interest to, and obligations under, among other contracts, the Original Development Agreement to Borrower, excluding specifically PVC's ownership of the Project and PVC's rights under the Original Development Agreement as owner of the Project, pursuant to that certain Assignment and Assumption Agreement of even date herewith between PVC and Borrower, and pursuant thereto Borrower is obligated to complete the development of the Project substantially in accordance with a development plan and project budget (the "Development Plan" and "Project Budget", respectively) included therein, as such Original Development Agreement has been amended pursuant to that certain Amendment to Amended and Restated Development Agreement dated of even date herewith between Borrower and Developer (the Original Development Agreement, as amended, is hereafter the "Development Agreement").

F. Borrower desires to borrow from Lender the sum of Twenty-Five Million Dollars (\$25,000,000.00) (the "Mezzanine Loan") on the terms and conditions set forth in this Agreement and in the promissory note delivered simultaneously herewith (the "Mezzanine Note").

NOW, THEREFORE, in consideration of the premises and the respective agreements set forth herein, and in reliance upon the respective representations and warranties made hereunder, the parties agree as follows:

ARTICLE I.
DEFINITIONS

1.1 **Defined Terms.** In addition to terms defined in the recitals or elsewhere in this Agreement, the following definitions will apply to this Agreement:

(a) **"Security Documents"** means the Lender-Developer Agreement between ERC and Lender, certain UCC-1 financing statements, the Limited Guaranty of ERC, the Member Pledge from ERC to Lender of its interests in Borrower, the Pledge Agreement from Borrower to Lender with regard to the CCVI Note, including any rights Borrower may have in the Revolving Account established under the Refunding Bonds Indenture, the Pledge Agreement from Borrower to Lender with regard to various contract rights and public entitlements, and the Collateral Assignment of Mortgage, by which Borrower assigns to Lender all of its right, title and interest in CCVI Mortgage, in each instance as more fully described in the applicable document.

(b) **"Term"** shall mean the period from the date hereof until such time as the Mezzanine Loan and all other amounts due and payable under the Mezzanine Note and this Agreement have been paid in full.

1.2 **Index.** Attached as Schedule A is an index to terms defined in this Agreement.

ARTICLE II.
LOAN

Simultaneously with the delivery of this Agreement, Lender has advanced to Borrower the entire principal amount of the Mezzanine Loan and has received from Borrower and ERC, as applicable, the Mezzanine Note and the Security Documents, including the original CCVI Note. In addition, Borrower has complied with the Closing Conditions of **Exhibit C** and the Closing Requirements of **Exhibit D**.

ARTICLE III.
LOAN PAYMENTS

3.1 **Principal and Interest on the Mezzanine Loan.** Borrower will make payments on the Mezzanine Loan in accordance with this Agreement and the Mezzanine Note.

3.2 **Acceleration.** In the event of a default by Borrower of its obligations under this Agreement beyond any applicable notice and cure period, the full amount of Mezzanine Loan, including any Make-Whole Amount, shall be immediately due and payable by Borrower to Lender.

3.3 **Additional Payments.** If Lender shall make any expenditure for which Borrower is responsible or liable under this Agreement, or if Borrower shall become obligated to Lender under this Agreement for any sum other than principal and interest, the amount thereof shall be due and payable by Borrower to Lender, together with all applicable sales taxes thereon, if any,

simultaneously with the next succeeding monthly payment under the Mezzanine Note or at such other time as may be expressly provided in this Agreement for the payment of the same.

3.4 [Reserved]

3.5 Unconditional Obligation. Each of the foregoing amounts shall be paid to Lender without demand and without deduction, set-off, claim or counterclaim of any nature whatsoever which Borrower may have or allege to have against Lender, and all such payments shall, upon receipt by Lender, be and remain the sole and absolute property of Lender. All such sums shall be paid to Lender in legal tender of the United States by wire transfer of immediately available federal funds or by other means acceptable to Lender in its sole discretion. If Lender shall at any time accept any sums after the same shall become due and payable, such acceptance shall not excuse a delay upon subsequent occasions, or constitute or be construed as a waiver of any of Lender's rights hereunder.

3.6 Past Due Payments. If Borrower fails to make any payment of principal, interest or any other sums or amounts to be paid by Borrower hereunder on or before the date such payment is due and payable and such failure continues for a period of five (5) days, Borrower shall pay to Lender an administrative late charge of five percent (5%) of the amount of such payment. In addition, such past due payment shall bear interest at the maximum interest rate then allowable under the laws of the state in which the Property is located, from the date such payment became due to the date of payment thereof by Borrower.

ARTICLE IV.
ASSURANCES

4.1. Maintain Existence and Good Standing. Borrower will maintain its existence, in good standing in all requisite jurisdictions, and will secure and maintain all necessary licenses and approvals to operate in accordance with all applicable laws.

4.2. Compliance With Agreements. Borrower will comply with all documents applicable to the development of the remainder of the Project and its performance under agreements with CCVI and any other parties.

4.3. Compliance With Laws. Borrower will comply with all applicable laws, rules and regulations in connection with the conduct of its business and the completion of the Project.

4.4. Further Assurances. Borrower will provide, and where applicable will secure the performance of ERC to provide, such other necessary or appropriate documentation and assurances as to assure Lender of the full benefit of the Security Documents and the performance of CCVI under the CCVI Note and the CCVI Mortgage.

ARTICLE V.
USE AND OPERATION OF PROPERTY

5.1 Development of the Project. Borrower covenants and agrees that it shall develop and construct, or cause to be developed and constructed, the balance of the Project in accordance with this Agreement, the Third Party Documents (defined in Section 20.1 below) and any other agreements relating to the Project (the "Project Documents").

5.2 Permitted Use. Borrower covenants and agrees that it will not perform, nor allow to be performed at the Project any acts which will cause the cancellation of any insurance policy covering the Project or any part thereof (unless another adequate policy is available), nor shall Borrower sell or otherwise provide or permit to be kept, used or sold in or about the Project any article which may be prohibited by law or by the standard form of fire insurance policies, or any other insurance policies required to be carried hereunder, or fire underwriter's regulations.

5.3 Necessary Approvals. Borrower shall maintain in good standing all licenses, permits and approvals necessary to perform its obligations with regard to the Project under all applicable laws. Lender shall at no cost or liability to Lender cooperate with Borrower in this regard, limited to executing all applications and consents required to be signed by Lender in order for Borrower to obtain and maintain such approvals.

5.4 Lawful Use, Etc. Borrower shall not use or suffer or permit the use of the Project or the Property for any unlawful purpose. Borrower shall not commit or suffer to be committed any waste on the Property, or in the Project, nor shall Borrower cause or permit any unlawful nuisance thereon or therein. Borrower shall not suffer nor permit the Property, or any portion thereof, to be used in such a manner as (i) might reasonably impair Lender's title thereto or to any portion thereof, or (ii) might reasonably allow a claim or claims for adverse usage or adverse possession by the public, as such, or of implied dedication of the Property or any portion thereof.

5.5 Environmental Matters. Neither Borrower nor any of its employees, agents, invitees, licensees, contractors, guests, or permittees shall use, generate, manufacture, refine, treat, process, produce, store, deposit, handle, transport, release, or dispose of Hazardous Substances in, on or about the Property or the groundwater thereof, in violation of any federal, state or municipal law, decision, statute, rule, ordinance or regulation currently in existence or hereafter enacted or rendered. Borrower shall give Lender prompt notice of any claim received by Borrower from any person, entity, or governmental authority that a release or disposal of Hazardous Substances has occurred on the Property or the groundwater thereof.

Borrower shall not discharge or permit to be discharged into any septic facility or sanitary sewer system serving the Property any toxic or hazardous sewage or waste other than that which is permitted by applicable law or which is normal domestic waste water for the type of business contemplated by this Agreement to be conducted by Borrower on, in or from the Property. Any toxic or hazardous sewage or waste which is produced or generated in connection with the use or operation of the Property shall be handled and disposed of as required by and in compliance with all applicable local, state and federal laws, ordinances and rules or regulations or shall be pre-treated to the level of domestic wastewater prior to discharge into any septic facility or sanitary sewer system serving the Property.

5.6 Compliance With Restrictions, Etc. Borrower, at its expense, shall comply with all restrictive covenants and other title exceptions affecting the Property ("Permitted Exceptions").

5.7 Notices and Reports. Borrower shall prepare and deliver to Lender periodic reports, not less than monthly, of the state of the business and affairs of the Borrower. Borrower shall cause ERC, as the sole member of Borrower, or its delegate, to prepare statements of the financial condition of the Borrower as of the last day of each month, such financial statements for the Borrower to include (i) statements of profits or losses, (ii) balance sheets as of the close of such month, (iii) statements of cash flow, (iv) statements of changes in capital, and (v) a narrative explanation of variances to each TAB Summary (defined in Section 5.8 below). Such statements and reports shall be certified by the chief financial officer of ERC and shall be in form and substance reasonably satisfactory to Lender. Copies of such statements shall be furnished to Lender within thirty (30) days after the end of each month. Annual financial statements (unaudited) shall be furnished to Lender within sixty (60) days after the close of the fiscal year. Borrower shall also provide to Lender (a) a detailed description of any amounts paid within such period to ERC or any affiliate thereof in excess of amounts reflected in the relevant annual budgets and plans for the development of each Phase (defined in Section 11.2(a) below) ("Phase Plans") then in effect; and (b) copies of all reports, notices or other transmittals either (x) made by the Borrower and/or ERC to any lender or other entity under any loans affecting the Property or the Project ("Project Loans"), or (y) received by the Borrower or ERC from ERC (in its capacity as the Developer or otherwise), CCVI, or any other entity under any Project Loans. Borrower also shall provide copies to Lender of all reports and notices received or made by the Borrower and/or ERC relating to any other Project Documents.

5.8 Annual TAB Summaries. Borrower has provided to Lender a Total Anticipated Budget containing multi-year projections (the "TAB Summary") for the remaining construction of the Project, setting forth the costs and expenses relating to specific Phases of the Project as contained in each Phase Plan (see Exhibit I attached). Borrower shall submit to Lender on a monthly basis the most recent TAB Summary (in format comparable to Exhibit I attached) for the Project, reflecting the reasonably projected income and expenditures (capital, operating and other) for the Project. Borrower shall identify and provide a narrative to Lender explaining any material adverse changes regarding the TAB Summary.

5.9 Major Decisions Affecting Borrower, the Project, the Property and the improvements. The affirmative consent or approval of the Lender shall be required for each of the following "Major Decisions":

(a) causing the modification, amendment, extension or termination of any documents or agreements entered into, made, given or delivered, as applicable, in connection with or in any manner related to the Project Documents, or any agreement between ERC and CCVI, and, after the termination thereof, the entry into, making, giving or delivering, as applicable, of any new or substitute document or agreement; provided, however, Lender's consent for change orders shall only be required to the extent that any one or more of such change orders exceed (i) \$500,000 individually or (ii) \$750,000 in the aggregate per building.

(b) except for (i) monies received by Borrower under the CCVI Note, (ii) any loans from ERC, or (iii) Borrower's agreements under the Bond Documents to which it is a party, borrowing money and issuing any evidences of indebtedness, securing any such loans by mortgage, pledge or other lien on any of the assets of the Borrower and, to the extent not previously approved, making any material decisions or taking any material actions under the applicable loan documents;

(c) causing the adoption, modification or amendment of the Development Plan or any Phase Plan of the Project (provided that Borrower may act with respect to this Major Decision without Lender's consent (but with reasonable prior notice to Lender) unless and until Lender provides written notice to the contrary);

(d) except as permitted by this Agreement and for Development Distributions (as defined in that certain Lender-Developer Agreement dated as of even date herewith between Lender and ERC) to ERC (if, as and when required or permitted under the Lender-Developer Agreement), making any loans or distributions;

(e) initiating, defending, adjusting, settling or compromising any significant litigation involving the Borrower or any other entity involved in the Project (provided that Borrower may act with respect to this Major Decision without Lender's consent [but with reasonable prior notice to Lender if the action will or may have aggregate cost implications of \$200,000 or more] unless and until Lender provides written notice to the contrary);

(f) acquiring any land, improvements or other real property, or any interest therein;

(g) electing to dissolve and terminate Borrower or become a party to a merger, transfer of assets or consolidation with any other person or entity;

(h) except to the extent required by the Employee Retirement Income Security Act of 1974, as amended from time to time ("ERISA"), changing the insurance program of the Borrower as described in this Agreement (provided that Borrower may act with respect to this Major Decision without Lender's consent (but with reasonable prior notice to Lender if the change will diminish the creditworthiness of any insurer or would cause any insurance program to be commercially unreasonable in light of the nature and scope of the Project) unless and until Lender provides written notice to the contrary);

(i) subsequent to the completion of construction of any Phase, constructing any improvements or make any material (i.e., with a cost in excess of \$200,000) capital improvements, repairs, alterations or changes in, to or of such Phase (provided that Borrower may act with respect to this Major Decision without Lender's consent [but with reasonable prior notice to Lender] unless and until Lender provides written notice to the contrary);

(j) voluntarily filing a bankruptcy petition on behalf of the Borrower;

(k) withdrawing funds from any escrows, reserves or accounts, unless such withdrawal is either: (i) a construction withdrawal for approved costs and expenses incurred by the Borrower for the approved development of the Project; or (ii) made to pay to Lender any sums to which it is entitled hereunder, including, as applicable, payment of the Option Purchase Price and/or the Make-Whole Amount (each as defined in Section 24.1 below);

(l) initiating construction of a building or phase which has not been approved for funding under any other financing for the Project; or

(m) except as otherwise permitted, taking any action or making any decision that would (or is reasonably likely to) have a material adverse affect on the Project, the Borrower, a member of Borrower or its investment in the Borrower.

5.10 Negative Covenants by Borrower.

(a) Borrower shall not contract for goods or services at the Property in an aggregate annual amount greater than \$200,000 or approve any agreement for the provision of goods or services to the Borrower by any person who is an affiliate of ERC; provided that Borrower may act with respect to this subsection without Lender's consent (but with reasonable prior notice to Lender if the agreement will or may have an aggregate cost of \$200,000 or more and such agreement is not reflected in the approved development budget for the Project) unless and until Lender provides written notice to the contrary.

(b) Borrower shall not enforce the rights of the Borrower under any Project Document (as applicable); provided that Borrower may act with respect to this subsection without Lender's consent (but with reasonable prior notice to Lender if the action will or may have aggregate cost implications of \$200,000 or more) unless and until Lender provides written notice to the contrary.

5.11 Prohibition on Distributions and Fees. At any time during the Term that (i) there exists an uncured Event of Default or (ii) the payment of any of the following would result in an Event of Default, including a failure of the Balance Test, Borrower shall not make payment of any: (x) distributions to its members; or (y) development fees or distributions to the Developer under the Development Agreement.

5.12 Survival. As to conditions and uses of Borrower existing or occurring prior to the expiration or sooner termination of this Agreement, the provisions of this Article 5 shall survive the expiration or sooner termination of this Agreement to extent of any ongoing effects on Lender or its successors with respect to the Property.

**ARTICLE VI.
TAXES AND ASSESSMENTS**

Throughout the entire Term of this Agreement, Borrower shall bear, pay and discharge all taxes, assessments and other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary, and each and every installment thereof which shall or may during the term hereof be charged, laid, levied, assessed, or imposed upon, or arise in connection with, Borrower's construction of the Project, or any part thereof. Borrower shall not be obligated to bear, pay or discharge Lender's U.S. income tax(es) or any other tax based on net income of Lender. Upon request of Lender, Borrower shall promptly furnish to Lender satisfactory evidence of the payment of any tax, assessment, imposition or charge required to be paid by Borrower pursuant to the foregoing.

ARTICLE VII.
[RESERVED]

[INTENTIONALLY OMITTED].

ARTICLE VIII.
LICENSE, PERMITS, FEES, ETC.

Borrower shall keep and maintain in full force during the entire term of this Agreement all licenses, permits or other approvals necessary for its obligations in connection with the Project. Borrower shall, at its sole cost and expense, pay all license fees, permit fees, governmental impact fees or other expenses of any kind or nature whatsoever imposed on Borrower in connection with its construction of the Project.

ARTICLE IX.
INSURANCE

9.1 Insurance by Borrower. Throughout the term of this Agreement, Borrower shall, at its sole cost and expense, maintain, or cause to be maintained, in full force and effect, the insurance of the types and in the amounts required of Borrower under the Development Agreement or any other Project Document.

9.2 Other Insurance. In addition, Borrower shall, at Lender's request, provide, keep and maintain in full force and effect such other insurance for such risks and in such amounts as may from time to time be commonly insured against in the case of business operations similar to those contemplated by this Agreement to be conducted by Borrower on the Property.

9.3 Carriers and Features. All insurance policies required to be carried by Borrower as provided in this Article shall be issued by insurance companies which have an A-X or better rating by Best's Insurance Rating Service. All such policies shall be for periods of not less than one year and Borrower shall renew the same at least thirty (30) days prior to the expiration thereof. All such policies shall require not less than thirty (30) days written notice to Lender prior to any cancellation thereof.

Borrower shall pay the premiums for all insurance policies which Borrower is obligated to carry under this Article and, at least ten (10) days prior to the date any such insurance must be in effect, deliver to Lender a copy of the policy or policies, or a certificate or certificates thereof.

9.4 Failure to Procure Insurance. In the event Borrower shall fail to procure insurance required under this Article and fail to maintain the same in full force and effect continuously during the term of this Agreement, Lender shall be entitled, although not obligated, to procure the same and Borrower shall immediately reimburse Lender for such premium expense.

9.5 Waiver of Subrogation. Borrower agrees that, if any property owned by it and located in the Property shall be stolen, damaged or destroyed by an insured peril, Lender shall not have any liability to Borrower, nor to any insurer of Borrower, for or in respect of such theft, damage or destruction, and Borrower shall require all policies of risk insurance carried by it on its property in the Property to contain or be endorsed with a provision in and by which the insurer designated therein shall waive its right of subrogation against Lender.

ARTICLE X.
DAMAGE OR DESTRUCTION

10.1 Notice. If, during the term of this Agreement, any improvements shall be destroyed or damaged in whole or in part by fire, windstorm or any other cause whatsoever, Borrower shall give Lender immediate notice thereof.

10.2 Bond Loan Documents. The parties acknowledge that decisions with regard to any damage or destruction of the Project are subject to the provisions of the Bond Loan Documents.

ARTICLE XI.
CONSTRUCTION, ADDITIONS, ALTERATIONS AND REMOVALS

11.1 Prohibition. Except as hereinafter expressly provided, no structural portion of the improvements shall be demolished, removed or altered by Borrower in any manner whatsoever without the prior written consent and approval of Lender, which will not be unreasonably withheld or delayed. Notwithstanding the foregoing, however, Borrower shall be obligated to undertake all alterations to the improvements required by any applicable law or ordinance including, without limitation, any alterations required by any accessibility laws including without limitation the Americans with Disabilities Act and any other federal, state or local law governing accessibility to and within the improvements (the "Accessibility Laws"); and, in such event, Borrower shall comply with the provisions hereof.

11.2 Permitted and Required Construction and Renovation. Lender and Borrower acknowledge and agree that Borrower intends and has the right, and has agreed and shall be required as a covenant, obligation and condition hereunder to continue to develop, construct, expand and build out the to-be-constructed improvements as more particularly depicted on the Development Plan to complete the Project; and that from time to time various minor, non-material alterations may be undertaken by Borrower. Borrower hereby acknowledges and agrees that all construction and/or renovation of the improvements shall be conducted and completed in accordance with the following terms and conditions:

(a) Before the commencement of work on each new development phase of the Project within the Property (as set forth in the Development Plan, a "Phase"), final plans and specifications for such Phase shall be made available for Lender's review and approval (not to be unreasonably withheld or delayed so long as the plans and specifications comply with (i) all applicable governmental regulations, and (ii) all easements, covenants and restrictions of record,

including without limitation the Permitted Exceptions). Lender has approved the remaining Phases of the Project.

(b) Before the commencement of work on any new Phase, Borrower shall obtain (and make available to Lender evidence of) the approval thereof by all governmental departments or authorities having or claiming jurisdiction of or over the Property, if required by such departments or authorities, and with any public utility companies having an interest therein, if required by such utility companies. In any such work, Borrower shall comply with all applicable laws, ordinances, requirements, orders, directions, rules and regulations of the federal, state, county and municipal governments and of all other governmental authorities having or claiming jurisdiction of or over the Property and of all their respective departments, bureaus and offices, and with the requirements and regulations, if any, of such public utilities, of the insurance underwriting board or insurance inspection bureau having or claiming jurisdiction, or any other body exercising similar functions, and of all insurance companies then writing policies covering the Property or any part thereof.

(c) Before the commencement of work on any new Phase, Borrower shall make available to Lender a copy of its general construction contract for the construction of the subject improvements (the "General Contract"). Borrower shall, upon request of Lender, make Lender a co-obligee, additional insured or beneficiary of any general contractor's and/or subcontractor's payment bonds or performance bonds for the subject improvements. Proceeds of any such bonds shall be used to complete the construction of the improvements.

(d) Borrower represents and warrants to Lender that all work on the improvements will be performed in a good and workmanlike manner and in accordance with the terms, provisions and conditions of this Agreement and all governmental requirements.

(e) Lender shall have the right to inspect any such construction work at all times during normal working hours and to maintain at the Property for that purpose (at its own expense) such inspector(s) as it may deem necessary so long as such inspections do not interfere with Borrower's work (but Lender shall not thereby assume any responsibility for the proper performance of the work in accordance with the terms of this Agreement, nor any liability arising from the improper performance thereof).

(f) All such work shall be performed at no cost, expense or liability to Lender, and free of any liens (including mechanics or construction liens) on Lender's interest in the Property.

(g) Upon substantial completion of work on the improvements, Borrower shall procure and provide to Lender a copy of an original final certificate of occupancy, if applicable, from the appropriate governmental authorities verifying the substantial completion thereof.

(h) Borrower shall, and hereby agrees to, indemnify and save and hold Lender harmless from and against and reimburse Lender for any and all loss, damage, cost and expense (including, without limitation, reasonable attorneys' fees), at both trial and all appellate levels,

incurred by or asserted against Lender which is occasioned by or results, directly or indirectly, from (i) any construction or renovation activities conducted upon the Property by Borrower or otherwise pursuant to the Project Documents, whether or not the same is caused by or the fault of Borrower or any contractor, subcontractor, laborer, supplier, materialman or any other third party, or (ii) any obligations or liabilities of Lender which are entered into or assumed by Lender, as owner of the Property, in connection with the Project.

ARTICLE XII.
MAINTENANCE AND REPAIRS

12.1 Repairs by Borrower. Borrower shall, to the extent so obligated in the Project Documents perform, at all times during the term of this Agreement and at its sole cost and expense, put, keep, replace and maintain the Property and the improvements in good repair and in good, safe and substantial order and condition, shall make all repairs thereto, both inside and outside, structural and non-structural, ordinary and extraordinary, howsoever the necessity or desirability for repairs may occur, and whether or not necessitated by wear, tear, obsolescence or defects, latent or otherwise, and shall use all reasonable precautions to prevent waste, damage or injury.

12.2 Lender's Obligation. Lender shall not be required to make any alterations, reconstructions, replacements, changes, additions, improvements or repairs of any kind or nature whatsoever to the Property or any portion thereof (including, without limitation, any portion of the improvements) at any time during the term of this Agreement.

ARTICLE XIII.
LENDER'S RIGHT OF INSPECTION AND ENTRY

13.1 Inspection. To the extent so permitted in the CCVI Mortgage, Lender and its agents shall have the right to enter upon the Property or any portion thereof at any reasonable time to inspect the operation, sanitation, safety, maintenance and use of the same, or any portions of the same and to assure itself that Borrower is in full compliance with its obligations under this Agreement (but Lender shall not thereby assume any responsibility for the performance of any of Borrower's obligations hereunder, nor any liability arising from the improper performance thereof). In making any such inspections, Lender shall not unduly interrupt or interfere with the residents and commercial tenants within the Project or the conduct of Borrower's or CCVI's business.

ARTICLE XIV.
ASSIGNMENT

14.1 Transfers by Borrower. Borrower may not transfer or assign this Agreement without Lender's prior written consent, which consent may be withheld in Lender's sole and absolute discretion. For purposes of this Section and the requirement of Lender's consent, "transfer" shall include, without limitation, the sale, transfer, assignment or other disposition of any member or ownership interests in Borrower. If given, the consent of Lender to an assignment, transfer or encumbrance shall not relieve Borrower or such assignee from the obligation of obtaining the express consent in writing of Lender to any further assignment,

transfer or encumbrance. In addition, any such approved assignee shall expressly assume this Agreement by an agreement in recordable form, an original executed counterpart of which shall be delivered to Lender prior to any assignment of this Agreement. Lender's consent to any assignment of this Agreement shall not operate to release any Borrower-assignor from its obligations hereunder, with respect to which said Borrower-assignor shall remain personally liable.

14.2 Assignment by Lender. Lender may assign its interest in this Agreement during the term hereof (either by assignment, transfer or lien); provided, however, that any such assignee shall be a Qualified Transferee, as described on Exhibit J. Borrower agrees that Lender and any affiliate of Lender is a Qualified Transferee. Borrower further agrees that with respect to an investment pool or investment fund which owns all or part of the membership interests in the Lender, or a lien on the membership interests in the Lender, a transfer of limited partner interests, limited liability company interests, syndicate interests or other interests in such investment pool or investment fund is not subject to any restriction pursuant to the terms of this Agreement.

ARTICLE XV.

LENDER'S INTEREST NOT SUBJECT TO LIENS

15.1 Liens, Generally. Borrower shall not create or cause to be imposed, claimed or filed upon the Lender's interest in the Property, or any portion thereof, any lien, charge or encumbrance whatsoever other than those created by the Bond Loan Documents. If, because of any act or omission of Borrower, any such lien, charge or encumbrance shall be imposed, claimed or filed, Borrower shall, at its sole cost and expense, cause the same to be discharged of record (by release, bonding, or obtaining a declaratory judgment confirming that the lien, charge or encumbrance does not affect Lender's interest) and Borrower shall indemnify and save and hold Lender harmless from and against any and all costs, liabilities, suits, penalties, claims and demands whatsoever, and from and against any and all attorneys' fees, at both trial and all appellate levels, resulting therefrom or on account thereof. In the event that Borrower shall fail to timely pursue, with reasonable diligence, removal of the lien, charge or encumbrance from Lender's interest, Lender shall have the option of paying, satisfying or otherwise discharging (by bonding or otherwise) such lien, charge or encumbrance and Borrower agrees to reimburse Lender, upon demand, for all sums so paid and for all costs and expenses incurred by Lender in connection therewith, together with interest thereon, until paid.

15.2 Mechanics Liens. Except for permitted assignments, Lender's interest in the Property shall not be subjected to liens of any nature by reason of Borrower's construction, alteration, renovation, repair, restoration, replacement or reconstruction of the improvements or any improvements on or in the Property, or by reason of any other act or omission of Borrower (or of any person claiming by, through or under Borrower) including, but not limited to, mechanics' and materialmen's liens. All persons dealing with Borrower are hereby placed on notice that such persons shall not look to Lender or to Lender's credit or assets (including Lender's interest in the Property) for payment or satisfaction of any obligations incurred in connection with the construction, alteration, renovation, repair, restoration, replacement or

reconstruction thereof by or on behalf of Borrower. Borrower has no power, right or authority to subject Lender's interest in the Property to any mechanic's or materialmen's lien or claim of lien. If a lien, a claim of lien or an order for the payment of money shall be imposed against the Property on account of work performed, or alleged to have been performed, for or on behalf of Borrower, Borrower shall, within thirty (30) days after written demand by Lender to do so, cause the Property to be released therefrom by the payment of the obligation secured thereby or by furnishing a bond or by any other method prescribed or permitted by law. If Borrower causes the lien to be released or bonded within said thirty (30) days, the filing of same shall not constitute an Event of Default. If a lien is released, Borrower shall thereupon furnish Lender with a written instrument of release in form for recording or filing in the appropriate office and otherwise sufficient to establish the release as a matter of record.

15.3 Contest of Liens. Borrower may, at its option, contest the validity of any lien or claim of lien if Borrower shall have first posted an appropriate and sufficient bond in favor of the claimant or paid the appropriate sum into court, if permitted by law, and thereby obtained the release of the Property from such lien. If judgment is obtained by the claimant under any lien, Borrower shall pay the same immediately after such judgment shall have become final and the time for appeal therefrom has expired without appeal having been taken. Borrower shall, at its own expense, defend the interests of Borrower and Lender in any and all such suits; provided, however, that Lender may, at its election, engage its own counsel and assert its own defenses, in which event Borrower shall cooperate with Lender and make available to Lender all information and data which Lender deems necessary or desirable for such defense.

15.4 Notices of Commencement of Construction. If specifically provided for under applicable law, prior to commencement by Borrower of work on any new Phase of construction on the Property, or other material construction, Borrower shall record or file a notice or affidavit of the commencement of such work (the "Notice of Commencement"), identifying Borrower as the party for whom such work is being performed, stating such other matters as may be required by law and requiring the service of copies of all notices, liens or claims of lien upon Lender. Any such Notice of Commencement must clearly and accurately reflect the respective interests of Borrower and Lender in the Property. A copy of any such Notice of Commencement shall be furnished to and approved by Lender and its attorneys prior to the recording or filing thereof, as aforesaid.

ARTICLE XVI. CONDEMNATION

16.1 Notices of Action: Representation. In the event any action is filed to condemn the Property or the improvements thereof, the party having knowledge of such filing shall promptly give notice thereof to the other party.

ARTICLE XVII. SUBORDINATION

Lender's interest in the Property and the Project is subordinate to the Bond Loan Documents and specifically the Refunding Bond Mortgage. To the extent permitted by the Bond Loan Documents, Borrower hereby authorizes Lender to take such actions as Lender deems necessary to protect and secure its interest in the event of any action taken by the beneficiary of the Bond Loan Documents.

ARTICLE XVIII.
REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants as follows:

18.1 Structure, Organization and Good Standing. Borrower and ERC are each a limited liability company, validly existing and in good standing under the laws of the State of Maryland, each has full power and all necessary licenses and permits, to enter into, deliver and perform its obligations under this Agreement and any other document, instrument or agreement noted in the recitals or executed and delivered in conjunction with the Project (the "Transaction Documents"), as applicable, and to own and operate its properties and to carry on its business as now conducted and as presently proposed to be conducted. Borrower is also qualified to conduct business as now conducted and as presently proposed to be conducted in the State of New Jersey. Borrower has no subsidiaries. All of the issued and outstanding interests in Borrower are owned by ERC.

18.2 Authority and Consents. Borrower and ERC each have full power to enter into this Agreement and have taken all action, corporate and otherwise, necessary to authorize the execution, delivery and performance of this Agreement and the Transaction Documents, as applicable, the completion of the transactions contemplated hereby and thereby, and the execution and delivery of any and all instruments necessary or appropriate in order to effectuate fully the terms and conditions of this Agreement and the Transaction Documents. No consent or approval of any court, governmental agency, other public authority, financial institution or third party (except as has already been obtained) is required as a condition to (a) the authorization, execution, delivery and performance of this Agreement or the Transaction Documents; or (b) the consummation by Borrower and ERC of the transactions contemplated herein or therein. This Agreement has been, and the Transaction Documents, upon execution, will be, properly executed and delivered by the duly authorized officers of the sole member of Borrower, and will constitute the valid and legally binding obligation of Borrower and ERC, and are, or will be, as applicable, enforceable against Borrower in accordance with their respective terms, except as enforcement of such terms may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally.

18.3 No Conflict. Neither the execution and delivery of this Agreement and the Transaction Documents nor the carrying out of the transactions contemplated hereby and thereby will result in any violation, termination or modification of, or conflict with, either the organizational documents of Borrower or ERC, or any of the contracts or other instruments to which any of Borrower or ERC is a party, or of any judgment, decree, order, regulation or law applicable to any of Borrower or ERC.

18.4 Litigation, Claims, Etc. There is no litigation, claim or assessment pending, or to Borrower's knowledge, threatened, against or affecting Borrower, CCVI or ERC in any court or before any governmental authority or arbitration board or tribunal which involve the possibility of materially and adversely affecting the Property, the Project, the financial condition of Borrower, CCVI or ERC, or the ability of Borrower, CCVI or ERC to perform their respective obligations under this Agreement and the Transaction Documents, or which may have a material adverse affect on this Agreement, the Project, Borrower, CCVI, ERC or the transactions contemplated hereby, except as disclosed to PPF and listed in Schedule 18.4 attached hereto ("Disclosed Claims"). Neither Borrower nor ERC, or to Borrower's knowledge, CCVI, is in default with respect to any order of any court or governmental authority or arbitration board or tribunal which involve the possibility of materially and adversely affecting the Property, the Project, the financial condition of Borrower, CCVI or ERC, or the ability of Borrower, CCVI or ERC to perform their respective obligations under this Agreement and the Transaction Documents, or which may have an adverse affect on this Agreement, the Project, Borrower, CCVI, ERC or the transactions contemplated hereby.

18.5 The Collateral.

(a) The CCVI Note and the CCVI Mortgage have been validly issued and delivered to Borrower, and will be properly assigned to Lender.

(b) Neither ERC nor Borrower is a party to, or bound by any agreement, instrument, understanding or decree which would restrict the transfer of the CCVI Note or the CCVI Mortgage to Lender pursuant to this Agreement.

18.6 Pledge is Legal and Authorized. The pledge of the CCVI Note, the assignment of the CCVI Mortgage and compliance by ERC and Borrower with all of the provisions of this Agreement and the Transaction Documents (a) is within the limited liability company powers of each of ERC and Borrower; (b) will not violate any provisions of any law or any order of any court or governmental authority or agency and will not conflict with or result in any breach of any of the terms, conditions or provisions of, or constitute a default under the governing articles of each of ERC or Borrower or any indenture or any other agreement or instrument to which Borrower or ERC is a party or by which it or they may be bound or result in the imposition of any liens or encumbrances on any property of either ERC or Borrower; and (c) has been duly authorized by all necessary limited liability company action on the part of ERC and Borrower. This Agreement, the Transaction Documents and any other documents executed and/or delivered by Borrower and/or ERC to Lender in connection with the transaction contemplated hereby, have been duly executed by authorized officers of the sole member of Borrower and delivered and constituted the legal, valid and binding contracts and agreements of Borrower enforceable in accordance with their terms, except as enforcement of such terms may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally.

18.7 Documents. True and complete copies of the Project Documents have been delivered to Lender and, to the best knowledge of Borrower, each of the Project Documents is in full force and effect and there is no default existing, pending or threatened under any material provision of the Project Documents.

18.8 Bond Loan Documents. To Borrower's knowledge:

(a) CCVI has delivered all required reports and information to the Original Trustee pursuant to the Bond Loan Documents.

(b) CCVI has complied with and continues to comply with the financial covenants and obligations pursuant to the Bond Loan Documents.

(c) CCVI has obtained and continues to maintain the insurance required by the Bond Loan Documents.

(d) There exists no default by CCVI under the Bond Loan Documents or any event or omission which with the passage of time or the giving of notices, would constitute a default.

18.9 Use of Proceeds. None of the transactions contemplated in this Agreement (including without limitation thereof, the use of proceeds from the Mezzanine Loan) will violate or result in a violation of Section 7 of the Securities Exchange Act of 1934, as amended, or any regulation issued pursuant thereto, including, without limitation, Regulations G, T and X of the Board of Governors of the Federal Reserve System, 12 C.F.R., Chapter II. Borrower does not own nor does Borrower intend to carry or purchase any "margin stock" within the meaning of said Regulation G.

18.10 The Project and the Property.

(a) Title. CCVI has good and marketable fee simple title to the Property, insurable at general commercial rates, subject only to the Permitted Exceptions set forth on Exhibit B attached hereto and to the liens relating to the Bond Loan Documents, and there are no unfulfilled covenants or obligations related to the acquisition of the Property.

(b) Governmental Approvals and Licenses. Borrower and CCVI have received all of the governmental approvals and licenses relating to the development and operation of the Project on the Property listed in the health care and zoning law opinion provided by Drinker Biddle & Reath.

18.11 Full Disclosure. To the best of Borrower's knowledge, after due inquiry, Borrower and ERC have provided to Lender access to or copies of all material information available or known to Borrower and ERC regarding the Property, the Project, CCVI and ERC. To the best of Borrower's knowledge, all disclosures made to Lender have been true, complete and accurate in all material respects, and there are no material facts which have been deliberately withheld or unfairly presented to Lender.

18.12 No Defaults. No defaults have occurred under the Transaction Documents and neither ERC, CCVI nor the Borrower is in default in the payment of principal of or interest on any indebtedness for borrowed money and none is in default under any instrument or instruments or agreements under and subject to which any indebtedness for borrowed money has been issued and no event has occurred and is continuing under the provisions of any such instrument or agreement which with the lapse of time or the giving of notice, or both, would constitute an

event of default thereunder, and which involve the possibility of materially and adversely affecting the Property, the Project, the financial condition of Borrower, CCVI or ERC, or the ability of Borrower, CCVI or ERC to perform their respective obligations under this Agreement and the Transaction Documents, or which may have an adverse affect on this Agreement, the Project, Lender or the transactions contemplated hereby.

18.13 Taxes.

(a) All Tax Returns required to be filed on or before the date hereof by or on behalf of ERC and Borrower have been filed, and such Tax Returns are true, correct, and complete in all respects.

(b) ERC and Borrower have paid in full on a timely basis all Taxes owed by them, whether or not shown on any Tax Return.

(c) There is no action, suit, proceeding, investigation, audit or claim now proposed or pending against or with respect to ERC or Borrower in respect of any Tax.

(d) ERC and Borrower have withheld and paid over to the proper governmental authorities all Taxes required to have been withheld and paid over, and complied with all information reporting and backup withholding requirements, including maintenance of required records with respect thereto, in connection with amounts paid to any employee, independent contractor, creditor, or other third party.

For purposes of this Agreement, (i) "Tax" (including with correlative meaning the terms "Taxes" and "Taxable") means (a) all foreign, federal, state, local and other income, gross receipts, sales, use, ad valorem, value-added, intangible, unitary, transfer, franchise, license, payroll, employment, estimated, excise, environmental, stamp, occupation, premium, property, prohibited transactions, windfall or excess profits, customs, duties or other taxes, levies, fees, assessments or charges of any kind whatsoever, together with any interest and any penalties, additions to tax or additional amounts with respect thereto, (b) any liability for payment of amounts described in clause (a) as a result of transferee, liability, of being a member of an affiliated, consolidated, combined or unitary group for any period, or otherwise through operation of law, and (c) any liability for payment of amounts described in clause (a) or (b) as a result of any tax sharing, tax indemnity or tax allocation agreement or any other express or implied agreement to indemnify any other person for Taxes; and (ii) "Tax Return" shall mean any return (including any information return), report, statement, schedule, notice, form, estimate, or declaration or estimated tax relating to or required to be filed with any governmental authority in connection with the determination, assessment, collection or payment of any Tax.

18.14 Investment Company Act Status. Neither ERC nor Borrower is an "investment company", or a company "controlled" by an "investment company," as such terms are defined in the Investment Company Act of 1940, as amended.

18.15 Compliance with Law. To the best of Borrower's knowledge, Borrower and ERC are each in compliance with all laws, ordinances, governmental rules or regulations to which it is subject, including, without limitation, ERISA, and all laws, ordinances, governmental rules or regulations relating to environmental protection, the violation of which would materially and

adversely affect the Project, the Property, the business condition of Borrower or ERC, or any of ERC's or Borrower's ability to perform its obligations under this Agreement and the Transaction Documents to which it or they are a party or any other document or instrument contemplated thereby.

18.16 Environmental Matters.

(a) **Hazardous Materials.** "Hazardous Materials" shall mean any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in §101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §9601 *et seq.*) ("CERCLA") or any regulations promulgated under CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. §6901 *et seq.*) ("RCRA") or regulations promulgated under RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. §2601 *et seq.*); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; (viii) mold; and (ix) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under Environmental Requirements (as hereinafter defined) or the common law, or any other applicable laws relating to the Property. Hazardous Materials shall include, without limitation, any substance, the presence of which on the Property requires reporting, investigation or remediation under Environmental Requirements.

(b) **Environmental Requirements.** "Environmental Requirements" shall mean all laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders and decrees, now or hereafter enacted, promulgated, or amended, of the United States, the states, the counties, the cities, or any other political subdivisions in which the Property is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the Property, the Property, or the use of the Property, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste or Hazardous Materials into the environment (including, without limitation, ambient air, surface water, ground water or land or soil).

(c) **Compliance.** To Borrower's best knowledge, and subject to the matters disclosed in the reports listed on Schedule 18.16(c), the Property and the Project are not in violation of any Environmental Requirements, and except for types and amounts that are used in the ordinary course of the development and operation of the Project (and consistent with Environmental Requirements), there are no Hazardous Materials on the Property or within the Project.

18.17 Financial Disclosure. Borrower and ERC have delivered to Lender all financial statements, other financial documents and disclosures regarding Borrower and such financial statements, documents and disclosures fairly present the financial condition and the results of

operations, change in membership interests, and cash flow of Borrower as of the date of this agreement, all in accordance with GAAP (where applicable).

18.18 The PRA. Each of the representations and warranties provided either by Borrower under the PRA and hereby repeated as if contained herein, and will be relied upon by Lender in making the Mezzanine Loan.

ARTICLE XIX.
LIABILITY OF LENDER; INDEMNIFICATION

19.1 Liability of Lender. Lender shall not be liable to Borrower, its employees, agents, business invitees, licensees, customers, clients, family members or guests for any damage, injury, loss, compensation or claim arising out of or resulting from any act or event occurring within the Property, including, but not limited to: (a) repairs to any portion of the Property; (b) interruption in Borrower's or CCVI's use of the Property; (c) any accident or damage resulting from the use or operation by Borrower or any other person or persons of any equipment within the Property, including without limitation, heating, cooling, electrical or plumbing equipment or apparatus; (d) the termination of this Agreement by reason of the condemnation or destruction of the Property in accordance with the provisions of this Agreement; (e) any fire, robbery, theft, mysterious disappearance or other casualty occurring within the Property; (f) the actions of any other person or persons; and (g) any leakage or seepage in or from any part or portion of the Property, whether from water, rain or other precipitation that may leak into, or flow from, any part of the Property, or from drains, pipes or plumbing fixtures in the improvements. Any goods, property or personal effects stored or placed by the Borrower or its employees in or about the Property shall be at the sole risk of the Borrower.

19.2 Indemnification of Lender. Borrower shall defend, indemnify and save and hold Lender harmless from and against and reimburse Lender for, any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, costs and expenses of every kind or nature, including reasonable attorneys' fees and court costs, at both the trial and all appellate levels, incurred by Lender arising directly or indirectly from or out of: (a) any failure by Borrower, ERC or CCVI to perform any of the terms, provisions, covenants or conditions of this Agreement on Borrower's, ERC's or CCVI's part to be performed; (b) any accident, injury or damage which shall happen at, in or upon the Property, occurring during the term of this Agreement or any extension hereof; (c) any matter or thing arising out of the condition, occupation, maintenance, alteration, repair, use or operation by any person of the Property, or any part thereof, or the operation of the business contemplated by this Agreement to be conducted thereon, thereat, therein, or therefrom; (d) any failure of Borrower to comply with any laws, ordinances, requirements, orders, directions, rules or regulations of any governmental authority, including, without limitation, the Accessibility Laws; (e) any contamination of the Property, or the groundwaters thereof, and occasioned by the use, transportation, storage, spillage or discharge thereon, therein or therefrom of any toxic or hazardous chemicals, compounds, materials or substances, whether by Borrower, ERC, CCVI or by any agent or invitee of Borrower, ERC or CCVI; (f) any discharge of toxic or hazardous sewage or waste materials from the Property into any septic facility or sanitary sewer system serving the Property,

whether by Borrower or by any agent of Borrower, ERC or CCVI; (g) any other act or omission of Borrower, ERC, CCVI, or its or their employees, agents, invitees, customers, licensees or contractors; or (h) any agreement entered into by Lender, at the request of Borrower, or in order to carry out any obligations of Borrower, as owner of the Property, in connection with the Project.

Borrower's indemnity obligations under this Article and elsewhere in this Agreement arising prior to the termination, expiration or assignment of this Agreement shall survive any such termination, expiration or assignment (except to the extent that any such obligations arise out of acts occurring following any such termination, expiration or assignment hereof).

19.3 Notice of Claim or Suit. Borrower shall promptly notify Lender of any claim, action, proceeding or suit instituted or threatened against Borrower or Lender of which Borrower receives notice or of which Borrower acquires knowledge. In the event Lender is made a party to any action for damages or other relief against which Borrower has indemnified Lender, as aforesaid, Borrower shall defend Lender, pay all costs and shall provide effective counsel to Lender in such litigation or, at Lender's option, shall pay all reasonable attorneys' fees and costs incurred by Lender in connection with its own defense or settlement of said litigation.

ARTICLE XX. THIRD PARTY RIGHTS AND OBLIGATIONS

20.1 Third Party Documents. Lender and Borrower acknowledge that the Project and/or the interests of Lender, Borrower and CCVI therein are subject and subordinate to various documents involving other parties, relating to the development, financing, leasing, occupancy and management of the Project on the Property, including without limitation the documents described and identified in Exhibit E attached hereto (referred to herein collectively as the "Third Party Documents," and otherwise as defined in said Exhibit E). Borrower has agreed and does hereby agree with and in favor of Lender to fully and timely perform all of its material obligations under and relating to the Third Party Documents. In the event that Borrower fails to fully and timely perform all of its material obligations under and relating to the Third Party Documents, and Borrower further fails to cure any Event of Default resulting therefrom, Borrower hereby irrevocably constitutes and appoints Lender as attorney-in fact for Borrower with full power, but not the obligation, to cure any Event of Default and otherwise perform any of Borrower's material obligations under and relating to the Third Party Documents. The foregoing appointment shall be irrevocable and shall be deemed to be coupled with an interest on the part of the Lender.

20.2 Compliance with Third Party Documents. Borrower shall comply with all material terms and provisions of the Third Party Documents, subject to Borrower's right to pursue all available remedies, at law and in equity, with respect to any alleged default in the performance of the developer/development manager's duties and obligations under the Third Party Documents, or otherwise contest, in good faith and with due diligence, any such alleged default by Borrower. Unless required by applicable laws, Borrower shall not enter into any modifications or amendments of the Third Party Documents, nor, except as otherwise expressly

set forth in this Agreement, terminate the same prior to the expiration thereof, without Lender's prior written consent; nor shall Borrower elect not to extend the term of the Third Party Documents without Lender's prior written consent. In addition to the obligations contained herein, Borrower agrees to promptly deliver to Lender copies of all notices provided to Borrower under the terms of the Third Party Documents concerning notices of default, notices of changes or modifications and the like.

ARTICLE XXI
DEFAULT

21.1 Events of Default. Each of the following events shall be an "Event of Default" hereunder by Borrower and shall constitute a breach of this Agreement:

(a) If Borrower shall fail to pay, within five (5) days of when due, any sums payable under the Mezzanine Note or this Agreement.

(b) If Borrower shall violate or fail to comply with or perform any other term, provision, covenant, agreement or condition to be performed or observed by Borrower under this Agreement, and such violation or failure shall continue for a period of thirty (30) days after written notice from Lender of such default. In the event of a default other than a monetary default, if the nature of the default is such that it cannot reasonably be cured within the time period specified above, then Borrower shall have such additional time as is reasonable to effect such cure provided that (i) Borrower has commenced and diligently pursued such curative actions within the time period specified above, (ii) Borrower at all times diligently and continuously pursues such curative actions, and (iii) Borrower is not otherwise in default hereunder.

(c) If any assignment, transfer or encumbrance shall be made or deemed to be made that is in violation of the provisions of this Agreement.

(d) If, at any time during the term of this Agreement, Borrower shall file in any court, pursuant to any statute of either the United States or of any state, a petition in bankruptcy or insolvency, or for reorganization or arrangement, or for the appointment of a receiver or trustee of all or any portion of Borrower's property, including, without limitation, its leasehold interest in the Property, or if Borrower shall make an assignment for the benefit of its creditors or petitions for or enters into an arrangement with its creditors.

(e) If, at any time during the term of this Agreement, there shall be filed against Borrower in any courts pursuant to any statute of the United States or of any state, a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of Borrower's property, and any such proceeding against Borrower shall not be dismissed within sixty (60) days following the commencement thereof.

(f) If any of Borrower's assets shall be seized under any levy, execution, attachment or other process of court where the same shall not be vacated or stayed on appeal or

otherwise within thirty (30) days thereafter, or if any of Borrower's assets is sold by judicial sale and such sale is not vacated, set aside or stayed on appeal or otherwise within thirty (30) days thereafter.

(g) If Borrower defaults under any of the Project Documents and does not cure any such default within any applicable notice, grace and/or cure periods.

(h) If CCVI defaults under any of the Third Party Documents and does not cure any such default within the applicable notice and cure period.

(i) If the Project fails the Balance Test (defined in Section 23.4 below).

(j) If Guarantor defaults under the Guaranty (defined in Section 26.2 below) or any of the Third Party Documents.

(k) If Borrower takes any action which constitutes a Major Decision pursuant to Section 5.9, without the required prior written consent of Lender.

21.2 Remedies on Default. Upon the occurrence of an Event of Default hereinabove specified:

(a) Lender may, subject to the limitations hereinafter set forth, terminate this Agreement and, peaceably or pursuant to appropriate legal proceedings, exercise any right or remedy permitted under the Security Documents.

(b) Lender may sue for all sums, charges, payments, costs and expenses due from Borrower to Lender hereunder either: (i) as they become due under this Agreement, or (ii) at Lender's option, accelerate the maturity and due date of the whole or any part of the Mezzanine Loan, as well as all other sums, charges, payments, costs and expenses required to be paid by Borrower to Lender hereunder, including, without limitation, damages for breach or default of Borrower's obligations hereunder in existence at the time of such acceleration, such that all sums due and payable under this Agreement shall, following such acceleration, be treated as being and, in fact, be due and payable in advance as of the date of such acceleration. Lender may then proceed to recover and collect all such unpaid sums so sued for from Borrower by distress, levy, execution or otherwise. Regardless of which of the foregoing alternative remedies is chosen by Lender under this subparagraph (b), Lender shall not be under any obligation to minimize or mitigate Lender's damages or Borrower's loss as a result of Borrower's breach of or default under this Agreement.

In addition to the remedies hereinabove specified and enumerated, Lender shall have and may exercise the right to invoke any other remedies allowed at law or in equity as if the remedies of re-entry, unlawful detainer proceedings and other remedies were not herein provided. Accordingly, the mention in this Agreement of any particular remedy shall not preclude Lender from having or exercising any other remedy at law or in equity. Nothing herein contained shall be construed as precluding the Lender from having or exercising such lawful remedies as may be and become necessary in order to preserve the Lender's right or the interest of the Lender in the

Property and in this Agreement, even before the expiration of any notice periods provided for in this Agreement, if under the particular circumstances then existing the allowance of such notice periods will prejudice or will endanger the rights and estate of the Lender in this Agreement.

21.3 Lender May Cure Borrower Defaults. If Borrower shall default in the performance of any term, provisions, covenant or condition on its part to be performed hereunder Lender may, after notice to Borrower and a reasonable time to perform after such notice (or without notice if, in Lender's reasonable opinion, an emergency involving a threat to life or health or of imminent destruction of material property interests exists) perform the same for the account and at the expense of Borrower. If, at any time and by reason of such default, Lender is compelled to pay, or elects to pay, any sum of money or do any act which will require the payment of any sum of money, or is compelled to incur any expense in the enforcement of its rights hereunder or otherwise, such sum or sums, together with interest thereon at the highest rate allowed under the laws of the state in which the Property is located, shall be repaid to Lender by Borrower promptly when billed therefor.

21.4 Rights Cumulative. The rights and remedies provided and available to Lender in this Agreement are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by Lender, shall be deemed to be in exclusion of any other.

ARTICLE XXII. NOTICES

All notices, elections, requests and other communication hereunder shall be in writing and shall be deemed to have been given or made when delivered by hand or by overnight courier, or five (5) days after deposited in the United States mail, postage prepaid, by registered or certified mail, return receipt requested or, in the case of notice by telex, facsimile transmission or other telegraphic communications equipment, when properly transmitted with receipt acknowledged upon transmission, addressed as follows or to such other address as may be hereafter designated in writing by one party to the others:

If to Lender: PPF MF 3900 GRACEFIELD ROAD, LLC
c/o Mr. Andrew Bauman
Morgan Stanley/US RE Investing Division
1585 Broadway, Floor 37
New York, New York 10036
Phone: (212) 761-4468
Fax: (212) 507-4861

With a copy to: Mark Pollak, Esquire
Wilmer Cutler Pickering Hale and Dorr LLP
100 Light Street, Suite 1300
Baltimore, Maryland 21202
Phone: (410) 986-2860
Fax: (410) 986-2828

If to Borrower: Point View Campus II, LLC
701 Maiden Choice Lane
Baltimore, Maryland 21228
Attn: General Counsel
Phone: (410) 737-8864
Fax: (410) 737-8828

or such other address as may be designated by either party by written notice to the other. Any notice mailed to the last designated address of any person or party to which a notice may be or is required to be delivered pursuant to this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the person or party to which the notice is directed or the failure or refusal of such person or party to accept delivery of the notice.

ARTICLE XXIII.
ADDITIONAL COVENANTS OF BORROWER

23.1 Conduct of Business. Borrower shall not engage in any business other than the development of the Project and activities incidental thereto, and shall do or cause to be done all things necessary to preserve, renew and keep in full force and effect and in good standing its corporate, limited partnership, limited liability company or other entity status and existence and its rights and licenses necessary to conduct such business.

23.2 Additional Covenants of Borrower. In addition to the other covenants and representations of Borrower herein and in this Agreement, Borrower hereby covenants, acknowledges and agrees that Borrower shall:

(a) [Deleted].

(b) Give prompt notice to Lender of any litigation or any administrative proceeding involving Borrower, ERC, CCVI, Lender, the Property or the Project of which Borrower has notice or actual knowledge and which involves a potential uninsured liability equal to or greater than \$100,000 or which, in Borrower's reasonable opinion, may otherwise result in any material adverse change in the business, operations, property, prospects, results of operation or conditions, financial or otherwise, of Borrower, ERC, CCVI or the Project.

23.3 Borrower a Single Purpose Entity. Borrower represents, agrees and warrants that Borrower is, and throughout the Term will remain, a Single Purpose Entity as defined, described and contemplated on Exhibit F hereof.

23.4 Balance Test. At all times during the Term, the Project shall satisfy the "Balance Test" pursuant to the terms of this Section 23.4 and as further defined in Exhibit G. In addition to any other reports required under this Agreement, Borrower shall prepare (or cause to be prepared) and furnish to Lender within 30 days after the end of each calendar quarter, and promptly upon written request at any time by Lender in connection with the occurrence of a material adverse event before the end of a calendar quarter, a projection of the Balance Test computation as of the end of such calendar quarter (or such other date as may be specified by

Lender) in the form attached hereto and made part of Exhibit G; together with such supporting and additional information as may be requested by Lender in writing. Such report shall be for informational purposes only and Lender shall not be bound by any determination made by Borrower of the Balance Test computation in any such report provided to Lender. The Project shall be considered to fail the Balance Test upon the determination by Lender, in its reasonable discretion, to that effect and the delivery of notice (a "Balance Test Default Notice") to Borrower setting forth a summary of the computation underlying that determination. Within ten (10) business days following delivery of such Balance Test Default Notice, Borrower shall have the opportunity to supply documentation demonstrating that the Project satisfies the Balance Test which is satisfactory to Lender, in Lender's sole discretion; *provided, however*, that such right shall not apply if the determination by Lender is based on a failure of the Project to satisfy the Balance Test appearing on the face of a Balance Test report provided to Lender under this Section. If, after such 10-business day period, the parties disagree as to whether the Project fails to satisfy the Balance Test solely because of the projected costs to complete the Project, the final determination of the projected costs to complete shall be made by an independent consultant mutually selected by Lender and Borrower within five (5) business days following the close of the prior 10-business day period. The independent third party shall be directed to produce its conclusions regarding the costs to complete the Project for purposes of the Balance Test within 30 days of its engagement. If the parties are unable to agree on an acceptable third party for resolving their dispute as to costs, or if the dispute regarding the Balance Test cannot otherwise be resolved by the parties, the final determination shall be made by Lender in the exercise of its reasonable discretion. Within five (5) business days following any final determination under this Section 23.4 that the Project fails to satisfy the Balance Test, ERC shall have the right to cure the out-of-balance condition by making an additional capital contribution to Borrower of cash, to be held in the Reserves (as defined in Exhibit G), in such amount as shall cause the Project to satisfy the Balance Test after such additional capital contribution. The failure by Lender to contest any assumptions used by Borrower in preparing the Balance Test report as of any date shall not restrict Lender's right to contest the validity of those assumptions in applying the Balance Test as of a later date.

ARTICLE XXIV. PREPAYMENT RIGHTS

24.1 Borrower's Option to Prepay. Borrower shall have the option to prepay the Mezzanine Loan (the "Borrower Prepayment Option"), as follows:

(a) Borrower shall exercise its Borrower Prepayment Option hereunder at any time by giving at least sixty (60) days written notice to Lender of Borrower's intent to exercise the Borrower Prepayment Option.

(b) The "Prepayment Price" to be paid by Borrower upon exercise of the Borrower Prepayment Option, if exercised, shall be determined as follows:

(i) If prepayment of the Mezzanine Loan pursuant to the Borrower Prepayment Option under this Section 24.1 (the "Optional Prepayment") occurs prior to the Make-Whole Deadline (defined below): the original principal amount of the Mezzanine Loan

(and all other amounts due thereunder or hereunder), plus the Make-Whole Amount (defined below).

(ii) If the Optional Prepayment occurs on or after the Make-Whole Deadline: the Prepayment Price shall be equal to the then outstanding principal amount of the Mezzanine Loan and all other amounts due to Lender under the Mezzanine Note or this Agreement.

(c) The Optional Prepayment shall occur on or before a date which is sixty (60) days after Lender's receipt of Borrower's exercise notice, or at such other time as shall be mutually acceptable to Lender and Borrower.

(d) The Prepayment Price shall be paid in cash, by wire transfer to Lender's account.

(e) All expenses incurred by Borrower and/or Lender in connection with prepayment of the Mezzanine Loan (including Lender's attorneys' fees) shall be paid by Borrower.

(f) Borrower shall be deemed to have exercised and effected the Borrower Prepayment Option hereunder, and shall be obligated to pay to Lender the full Prepayment Price immediately and without offset or credit, in the event that title to the Property is transferred or conveyed to the holder of any mortgage or similar lien or encumbrance or party claiming thereunder or purchasing at foreclosure thereof, pursuant to an exercise of any purchase option or foreclosure of any mortgage or other lien or encumbrance to which the Property has been or is subjected.

For purposes of this Agreement, "Make-Whole Amount" shall mean, with respect to any amounts of the original principal amount of the Mezzanine Loan re-paid to Lender prior to December 31, 2007 (the "Make-Whole Deadline"), an amount equal to such additional sum of money, if any, as must be added to such amount so that if such total amount (*i.e.*, such partial or full repayment of the original principal amount of the Mezzanine Loan (as applicable) plus, without duplication, the additional sum of money) were, on such date, used to purchase non-callable United States Treasury Securities having maturity dates as close to the Make-Whole Deadline as possible, such investment would result in the same yield to Lender that Lender would have received had Borrower made all payments of principal and interest on the original principal amount of the Mezzanine Loan through the Make-Whole Deadline.

24.2 Lender's Right to Require Borrower to Exercise the Borrower Prepayment Option. Lender shall have the absolute right, but not the obligation, to require Borrower to prepay the Mezzanine Loan in an amount equal to the original principal amount of the Mezzanine Loan plus the Make-Whole Amount, and including any other amounts then due and owing to Lender hereunder on any of the following dates or upon the occurrence of any of the following events:

(a) at any time from and after the Make-Whole Deadline, in the sole and absolute discretion of Lender; or

(b) at any time following the occurrence of an Event of Default with respect to Borrower or a default by Guarantor under the Guaranty (as defined in Section 26.2 below).

In order to exercise Lender's right to require prepayment, Lender shall deliver to Borrower and to ERC written notice (the "Exercise Notice") of such exercise, which notice shall state Lender's computation of the applicable prepayment amount due in full satisfaction of the Mezzanine Loan. The giving of the Exercise Notice by Lender shall constitute an irrevocable commitment by the Borrower to prepay the Mezzanine Loan. The prepayment of the Mezzanine Loan pursuant to Lender's right to require prepayment shall occur on or before a date which is one hundred twenty (120) days after Borrower's receipt of the Exercise Notice, or at such other time as shall be mutually acceptable to Lender and Borrower and shall be conducted in accordance with the provisions of Section 24.1.

24.3 Rights Subject to Agreement. The Borrower Prepayment Option as set forth in this Article XXIV shall be subject to the payment to Lender, within the time frames set forth above, , as applicable, of all amounts due or payable to Lender pursuant to the terms of this Agreement. In the event of an early termination of this Agreement, the rights of Borrower to prepay the Mezzanine Loan under Section 24.1 hereof shall, unless Borrower has filed or otherwise becomes subject to any type of bankruptcy event or filing, survive only until thirty (30) days after Borrower's receipt of notice that this Agreement has been terminated (TIME BEING OF THE ESSENCE); provided that Lender's rights under Section 24.2 shall survive an early termination of this Agreement until the original stated maturity date of the Mezzanine Note.

ARTICLE XXV. ADDITIONAL REQUIREMENTS

25.1 Book Entry System. The Lender, acting solely for this purpose as an agent of Borrower, shall maintain at one of its offices a copy of each agreement pursuant to which any rights to payments, property or other consideration (the "Loan Payments") hereunder are transferred or assigned to another person (a "Loan Assignee") and a register for the recordation of the names and addresses of Lender and any Loan Assignee, and the amount and type of any Loan Payments owing to, Lender and any Loan Assignee pursuant to the terms hereof from time to time (the "Register"); provided, however, in no event will Borrower be obligated to make Loan Payments to Lender and any Loan Assignee in the aggregate in excess of the Loan Payments payable hereunder. The entries in the Register shall be conclusive absent manifest error, and Borrower, Lender, and each Loan Assignee may treat each person whose name is recorded in the Register pursuant to the terms hereof as the owner of the Loan Payments hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower, Lender and each Loan Assignee, at any reasonable time and from time to time upon reasonable prior notice. No assignment of any Loan Payments shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this clause. It is intended that this Section 25.1 constitute a "book entry system" within the meaning of Treasury Regulation Section 1.871-14(c)(1)(i)(B) and shall be interpreted consistently therewith.

25.2 Future Amendment. Subject to the terms and conditions of the Third Party Documents and the related agreements executed by Lender, Borrower hereby agrees to amend this Article XXV from time to time as Lender deems necessary or desirable in order to effectuate the intent hereof, provided that the same does not result in any material change in the economic costs and benefits derived and incurred hereunder, or affect Borrower's ability to use, develop, construct or improve the Property.

ARTICLE XXVI
MISCELLANEOUS

26.1 Reserved.

26.2 Guaranty and Lender-Developer Agreement. Lender has entered into this Agreement in reliance upon (i) the Limited Guaranty and Indemnity Agreement by ERC in favor of Lender dated as of even date herewith (the "Guaranty"), pursuant to which Guarantor has provided certain guarantees and indemnities relating to Borrower's performance of its obligations under this Agreement, and (ii) the Lender-Developer Agreement between Guarantor and Lender dated of even date herewith, pursuant to which Guarantor grants certain rights to Lender with respect to the Development Agreement.

26.3 Estoppel Certificates. Borrower shall from time to time, within fifteen (15) days after request by Lender and without charge, give a Borrower Estoppel Certificate in the form attached hereto as Exhibit H and containing such other matters as may be reasonably requested by Lender to any person, firm or corporation specified by Lender and certifying as to the accuracy of statements as set forth therein.

26.4 Brokerage. Lender and Borrower hereby represent and warrant to each other that they have not engaged, employed or utilized the services of any business or real estate brokers, salesmen, agents or finders in the initiation, negotiation or consummation of the business and loan transaction reflected in this Agreement. On the basis of such representation and warranty, each party shall and hereby agrees to indemnify and save and hold the other party harmless from and against the payment of any commissions or fees to or claims for commissions or fees by any real estate or business broker, salesman, agent or finder resulting from or arising out of any actions taken or agreements made by them with respect to the business and real estate transaction reflected in this Agreement.

26.5 No Partnership or Joint Venture. Lender shall not, by virtue of this Agreement, in any way or for any purpose, be deemed to be a partner of Borrower in the conduct of Borrower's business upon, within or from the Property or otherwise, or a joint venturer or a member of a joint enterprise with Borrower.

26.6 Entire Agreement. This Agreement contains the entire agreement between the parties and, except as otherwise provided herein, can only be changed, modified, amended or terminated by an instrument in writing executed by the parties. It is mutually acknowledged and agreed by Lender and Borrower that there are no verbal agreements, representations, warranties or other understandings affecting the same, and that Borrower hereby waives, as a material part

of the consideration hereof, all claims against Lender for rescission, damages or any other form of relief by reason of any alleged covenant, warranty, representation, agreement or understanding not contained in this Agreement. This Agreement shall not be changed, amended or modified except by a written instrument executed by Lender and Borrower.

26.7 Waiver. No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon Lender or Borrower unless in writing and executed by Lender or Borrower, as the case may be. Neither the failure of Lender or Borrower to insist upon a strict performance of any of the terms, provisions, covenants, agreements and conditions hereof, nor the acceptance of any sums by Lender with knowledge of a breach of this Agreement by Borrower in the performance of its obligations hereunder, shall be deemed a waiver of any rights or remedies that Lender or Borrower may have or a waiver of any subsequent breach or default in any of such terms, provisions, covenants, agreements and conditions.

26.8 Time. Time is of the essence in every particular of this Agreement, including, without limitation, obligations for the payment of money.

26.9 Costs and Attorney's Fees. If either party shall bring an action to recover any sum due hereunder, or for any breach hereunder, and shall obtain a judgment or decree in its favor, the court may award to such prevailing party its reasonable costs and reasonable attorneys' fees, specifically including reasonable attorneys' fees incurred in connection with any appeals (whether or not taxable as such by law). Lender shall also be entitled to recover its reasonable attorneys' fees and costs incurred in any bankruptcy action filed by or against Borrower, including, without limitation, those incurred in seeking relief from the automatic stay, in dealing with the assumption or rejection of this Agreement, in any adversary proceeding, and in the preparation and filing of any proof of claim.

26.10 Captions and Headings. The captions and headings in this Agreement have been inserted herein only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of, or otherwise affect, the provisions of this Agreement.

26.11 Severability. If any provision of this Agreement shall be deemed to be invalid, it shall be considered deleted therefrom and shall not invalidate the remaining provisions of this Agreement.

26.12 Successors and Assigns. The agreements, terms, provisions, covenants and conditions contained in this Agreement shall be binding upon and inure to the benefit of Lender and Borrower and, to the extent permitted herein, their respective successors and assigns.

26.13 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Property is located.

26.14 Waiver of Jury Trial. BORROWER AND LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER OF THEM OR THEIR HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF,

UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER'S ACCEPTING THIS AGREEMENT.

26.15 Usury Clause. It is the intent of Lender and Borrower to comply strictly with any applicable usury law. Lender shall not at any time be entitled to charge, receive, or collect, and Lender shall not be deemed to have contracted for, charged, or received, as interest on the principal indebtedness outstanding hereby, any amount in excess of the maximum amount to be contracted for, charged or received by applicable law, and in the event the Lender ever charges, receives, or collects as interest any such excess, such excess shall be cancelled if charged but not received or collected, or be deemed partial payment of the principal indebtedness evidenced hereby if received or collected, and if such excess has been received or collected and the principal shall have been paid in full, all such excess interest shall forthwith be refunded to Borrower. The term "applicable law," as used herein, shall mean the laws of the State of New Jersey.

ARTICLE XXVII

RIGHTS AND OBLIGATIONS OF BORROWER WITH RESPECT TO PERFORMANCE BY
CCVI

Notwithstanding any provision of this Agreement to the contrary, to the extent that this Agreement requires or otherwise obligates Borrower to enforce or require any performance by CCVI with respect to the Project or otherwise, Lender hereby acknowledges and agrees that Borrower's obligation of enforcement pursuant to this Agreement shall be limited by Borrower's contractual rights and powers to enforce or otherwise compel such performance by CCVI either pursuant to the PRA, the assignment of any of such rights or powers to Borrower, or otherwise.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Lender and Borrower have caused this Agreement to be duly executed on or as of the day and year first above written.

BORROWER:

POINT VIEW CAMPUS II, LLC,
a Maryland limited liability company

By: Erickson Retirement Communities, LLC, a
Maryland limited liability company,
its Member

By: 

Name: Gerald F. Doherty
Title: Executive Vice President

[Signatures continue on following page.]

LENDER:

PPF MF 3900 GRACEFIELD ROAD, LLC,
a Delaware limited liability company

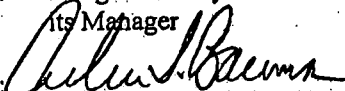
By: PPF Multifamily, LLC, a Delaware limited liability company,
its sole member

By: PPF OP, LP, a Delaware limited partnership,
its sole member

By: PPF OPGP, LLC, a Delaware limited liability
company, its general partner

By: Prime Property Fund, LLC, a Delaware
limited liability company, its sole member

By: Morgan Stanley Real Estate Advisor, Inc.,
its Manager

By:  (SEAL)
Name: Andrew Bauman
Title: Its Authorized Signatory

SCHEDULE A

DEFINED TERMS

Accessibility Laws	Section 11.1
Agreement	Opening Paragraph
Authority	Recitals – C(iii)
Balance Test	Section 23.4
Balance Test Default Notice	Section 23.4
Bonds	Recitals – D(v)
Bond Loan Documents	Recitals – D(vi)
Borrower	Opening Paragraph
Borrower Prepayment Option	Section 24.1
CCRC	Recitals - A
CCVI	Recitals – B(i)
CCVI Mortgage	Recitals - D
CCVI Note	Recitals - D
Cedar Crest	Recitals - A
CERCLA	Section 18.16(a)
Collateral Documents	Recitals – C(iii)
Community Loan	Recitals – C(i)
Community Loan Agreement	Recitals – C(i)
Community Loan Documents	Recitals – C(i)
Community Loan Mortgage	Recitals – C(i)
Community Note	Recitals – C(i)
Developer	Recitals – C(ii)
Development Agreement	Recitals – E
Development Plan	Recitals – E
Disclosed Claims	Section 18.4
Disbursement Agreement	Recitals - D(vi)
Entrance Deposits	Recitals – B(iii)
Environmental Requirements	18.16(b)
ERC	Recitals – C(ii)
ERISA	Section 5.9(h)
Event of Default	Section 21.1
Exercise Notice	Section 24.2
General Contract	Section 11.2(c)
Group	Recitals – D(ii)
Group Interest	Recitals – D(ii)
Guarantor	Recitals – C(ii)
Guaranty	Section 26.2
Hazardous Materials	Section 18.16(a)

Lender	Opening Paragraph
Letter of Credit	Recitals - D(vi)
Letter of Credit Agreement	Recitals - D(vi)
Loan Assignee	Section 25.1
Loan Payments	Section 25.1
LOC Documents	Recitals - D(vi)
LOC Guaranty	Recitals - D(vi)
Lockbox Account Agreement	Recitals - C(iv)
Major Decisions	Section 5.9
Make-Whole Amount	Section 24.1(f)
Make-Whole Deadline	Section 24.1(f)
Master Lease	Recitals - B(i)
Mezzanine Loan	Recitals - F
Mezzanine Note	Recitals - F
Monthly Fees	Recitals - B(iii)
Notice of Commencement	Section 15.4
Optional Prepayment	Section 24.1(b)(i)
Original Bonds	Recitals - C(iii)
Original Bond Loan	Recitals - C(iii)
Original Bond Loan Agreement	Recitals - C(iii)
Original Bond Loan Documents	Recitals - C(iii)
Original Bond Mortgage	Recitals - C(iii)
Original Development Agreement	Recitals - B(ii)
Original Trustee	Recitals - C(iii)
Original Trust Indenture	Recitals - C(iii)
Permitted Exceptions	Section 5.6
Phase	Section 11.2(a)
Phase Plans	Section 5.7
PRA	Recitals - D(ii)
PRA Purchase Price	Recitals - D(ii)
Prepayment Price	Section 24.1(b)
Project	Recitals - A
Project Budget	Recitals - E
Project Documents	Section 5.1
Project Loans	Section 5.7
Property	Recitals - A
Purchase Deposit	Recitals - C(ii)
Purchase Deposit Guaranty	Recitals - C(ii)
Purchase Deposit Mortgage	Recitals - C(ii)
Purchase Option Agreement	Recitals - C(ii)
Purchase Option Documents	Recitals - C(ii)
PVC	Recitals - A
PVC Assignment	Recitals - C(ii)

PVC Member Interest	Recitals – D(i)
Qualified Transferee	Exhibit J
RCRA	Section 18.16(a)
Refunding Bonds	Recitals – D(v)
Refunding Bonds Indenture	Recitals – D(v)
Refunding Bond Loan Documents	Recitals – D(v)
Refunding Loan	Recitals – D(v)
Refunding Trustee	Recitals – D(v)
Register	Section 25.1
Residence and Care Agreement	Recitals B(iii)
Residents	Recitals – B(iii)
RSH	Recitals – D(i)
Security Documents	Section 1.1(a)
Senior Lender	Recitals - D(vi)
Single Purpose Entity	Section 23.3
SLLP	Recitals – D(ii)
TAB Summary	Section 5.8
Tax	Section 18.13
Taxes	Section 18.13
Taxable	Section 18.13
Tax Return	Section 18.13
Term	Section 1.1(b)
Third Party Documents	Section 20.1
Transaction Documents	Section 18.1
Unit or Units	Recitals - A
Working Capital Loan	Recitals – C(iv)
Working Capital Loan Agreement	Recitals – C(iv)
Working Capital Loan Documents	Recitals – C(iv)
Working Capital Mortgage	Recitals – C(iv)
Working Capital Promissory Note	Recitals – C(iv)

SCHEDULE 18.4

DISCLOSED CLAIMS

Robert Lee Butt, et. al., v. Erickson Retirement Communities, LLC, et. al., Case No.: 03-C-05-009447 OT, is currently pending in the Circuit Court of Baltimore County, Maryland. An Answer has been filed on behalf of all ERC defendants.

The case arises out of alleged carbon monoxide poisoning of the Plaintiff while he was performing services for an outside consultant at Oak Crest Village. The Plaintiff alleges permanent brain damage and loss of concentration and memory. Damages have been requested in the amount of \$20,000,000.

The claim is covered by insurance carried by Erickson (subject to a \$50,000 deductible). Plaintiff's attorney is not pushing case forward and is allowing Defendants time to investigate construction or manufacture concerns. Additional parties such as architect, HVAC contractor may be brought into case. The mediation is scheduled to be held by 3/31/07.

SCHEDULE 18.16(c)

1. Phase I Environmental Site Assessment Report by ATC Environmental Inc. prepared for Senior Campus Living, dated November, 1996, Project No.: 13669-0006.
2. Phase I Environmental Site Assessment by ATC Environmental Inc. prepared for Erickson Retirement Communities, dated September 28, 2006, ATC Project No. 68.22032.0005.

EXHIBIT A

LEGAL DESCRIPTION

(SEE ATTACHED)

LEGAL DESCRIPTION OF LOT 1, BLOCK 153.01, AS SUBDIVIDED AND CONSOLIDATED,
TOWNSHIP OF PEQUANNOCK, MORRIS COUNTY, NEW JERSEY

A TRACT OF LAND KNOWN AND DESIGNATED AS LOT 1, BLOCK 153.01 LOCATED IN THE TOWNSHIP OF PEQUANNOCK, MORRIS COUNTY, NEW JERSEY AND AS SHOWN ON A CERTAIN MAP ENTITLED, "MINOR SUBDIVISION PLAN FINAL SITE PLAN PHASE I FOR CEDAR CREST VILLAGE, BLOCK 153.01 LOTS 1,3 AND 7, BLOCK 154.01 LOT 21, BLOCK 156.01 LOT 1, PEQUANNOCK TOWNSHIP, MORRIS COUNTY, NJ" PREPARED BY SCHOOR DEPALMA, DATED MARCH 7, 2000 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN COTLUSS ROAD (33 FEET WIDE RIGHT-OF-WAY PER TAX MAP) AT THE INTERSECTION OF THE BOROUGH OF KINNELON - PEQUANNOCK TOWNSHIP MUNICIPAL BOUNDARY LINE AND THE BOROUGH OF RIVERDALE PEQUANNOCK TOWNSHIP MUNICIPAL BOUNDARY LINE AS SHOWN ON THE AFORESAID MINOR SUBDIVISION PLAN AND A MAP ENTITLED "BOUNDARY SURVEY LOTS 1,3 AND 7, BLOCK 153.01, LOT 21 BLOCK 154.01, LOT 1 BLOCK 156.01, TOWNSHIP OF PEQUANNOCK, MORRIS COUNTY, NJ," PREPARED BY KELLER & KIRKPATRICK, INC., DATED MARCH 10, 1997, LAST REVISED JUNE 5, 1997 AND RUNNING; THENCE,

1. ALONG A LINE THROUGH SAID COTLUSS ROAD AND ALONG THE SOUTHERLY LINE OF LOT 7, BLOCK 38, AND ALONG THE MUNICIPAL LINE DIVIDING OF THE BOROUGH OF RIVERDALE AND THE TOWNSHIP OF PEQUANNOCK AS SHOWN ON SAID MINOR SUBDIVISION PLAN AND AS SHOWN ON SAID BOUNDARY SURVEY, SOUTH 64 DEGREES 51 MINUTES 14 SECONDS EAST, 565.06 FEET; THENCE,
2. LEAVING SAID MUNICIPAL LINE, SOUTH 14 DEGREES 42 MINUTES 28 SECONDS WEST, 11.57 FEET; THENCE,
3. SOUTH 84 DEGREES 05 MINUTES 42 SECONDS EAST, 34.52 FEET TO A POINT ON SAID MUNICIPAL LINE; THENCE
4. ALONG SAID MUNICIPAL LINE, SOUTH 64 DEGREES 51 MINUTES 14 SECONDS EAST, 116.04 FEET; THENCE,
5. LEAVING SAID MUNICIPAL LINE AND ALONG THE WESTERLY LINE OF LOT 2, BLOCK 153.01, SOUTH 14 DEGREES 42 MINUTES 28 SECONDS WEST, 53.56 FEET; THENCE
6. ALONG A SOUTHERLY LINE OF SAID LOT 2, SOUTH 55 DEGREES 36 MINUTES 39 SECONDS EAST, 1,124.82 FEET; THENCE,
7. ALONG AN EASTERLY LINE OF SAID LOT 2, AND PARTLY ALONG THE NEWLY ESTABLISHED LINE DIVIDING THE TOWNSHIP OF PEQUANNOCK AND THE BOROUGH OF RIVERDALE, NORTH 02 DEGREES 17 MINUTES 19 SECONDS WEST, 521.28 FEET TO A POINT IN THE SOUTHERLY SIDELINE OF RELOCATED COTLUSS ROAD (62 FOOT WIDE

RIGHT-OF-WAY); THENCE,

8. ALONG SAID RELOCATED COTLUSS ROAD SOUTHERLY SIDELINE, NORTH 73 DEGREES 07 MINUTES 54 SECONDS EAST, 265.66 FEET; THENCE,

9. ALONG THE SAME, NORTH 71 DEGREES 00 MINUTES 54 SECONDS EAST, 44.13 FEET; THENCE

10. LEAVING SAID RELOCATED COTLUSS ROAD SIDELINE AND STILL ALONG THE NEWLY ESTABLISHED LINE DIVIDING THE TOWNSHIP OF PEQUANNOCK AND THE BOROUGH OF RIVERDALE AND ALONG THE SOUTHWESTERLY LINE OF LOT 5 IN BLOCK 38 IN THE BOROUGH OF RIVERDALE, SOUTH 37 DEGREES 24 MINUTES 25 SECONDS EAST, 156.83 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 5; THENCE,

11. ALONG THE SOUTHERLY LINE OF SAID LOT 5, NORTH 70 DEGREES 15 MINUTES 35 SECONDS EAST, 174.40 FEET TO A POINT IN THE WESTERLY SIDELINE OF AQUEDUCT ROAD (50 FOOT WIDE RIGHT-OF-WAY); THENCE,

12. ALONG SAID WESTERLY SIDELINE, SOUTH 46 DEGREES 40 MINUTES 25 SECONDS EAST, 17.68 FEET; THENCE,

13. ALONG THE SAME, SOUTH 13 DEGREES 39 MINUTES 55 SECONDS EAST, 319.98 FEET; THENCE,

14. ALONG THE SAME, SOUTH 26 DEGREES 05 MINUTES 45 SECONDS EAST, 208.08 FEET TO A POINT IN THE SOUTHERLY TERMINUS OF SAID AQUEDUCT ROAD; THENCE,

15. ALONG SAID SOUTHERLY TERMINUS AND ALONG THE SOUTHERLY LINE OF LOT 3.15 IN BLOCK 38 IN THE BOROUGH OF RIVERDALE NORTH 76 DEGREES 18 MINUTES 35 SECONDS EAST, 234.91 FEET TO A POINT IN THE SOUTHERLY LINE OF LOT 3.12 IN SAID BLOCK 38; THENCE,

16. ALONG SAID SOUTHERLY LINE AND ALONG THE SOUTHERLY LINE OF LOT 3.11 IN BLOCK 38, NORTH 76 DEGREES 17 MINUTES 45 SECONDS EAST, 388.33 FEET TO A POINT IN THE WESTERLY LINE IN LOT 2 IN BLOCK 37 OF THE BOROUGH OF RIVERDALE; THENCE

17. ALONG SAID WESTERLY LINE, SOUTH 17 DEGREES 17 MINUTES 55 SECONDS WEST, 192.92 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 2; THENCE,

18. ALONG THE SOUTHERLY LINE OF SAID LOT 2, SOUTH 63 DEGREES 57 MINUTES 05 SECONDS EAST, 292.38 FEET; THENCE,

19. SOUTH 18 DEGREES 05 MINUTES 05 SECONDS WEST, 300.43 FEET TO THE NORTHEASTERLY CORNER OF LOT 13 IN BLOCK 153.01 IN THE TOWNSHIP OF PEQUANNOCK; THENCE,

20. ALONG THE NORTHERLY LINE OF SAID LOT 13, NORTH 65 DEGREES 07 MINUTES 26

SECONDS WEST 118.25 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 13; THENCE

21. ALONG A WESTERLY LINE OF LOT 13, BLOCK 153.01, SOUTH 23 DEGREES 03 MINUTES 11 SECONDS WEST, 666.34 FEET; THENCE,

22. ALONG A SOUTHERLY LINE OF SAID LOT 13, SOUTH 66 DEGREES 25 MINUTES 19 SECONDS EAST, 50.00 FEET; THENCE,

23. ALONG A WESTERLY LINE OF SAID LOT 13, SOUTH 24 DEGREES 06 MINUTES 11 SECONDS WEST 164.66 FEET; THENCE,

24. ALONG A NORTHERLY LINE OF LOT 6, BLOCK 153.01, NORTH 78 DEGREES 43 MINUTES 06 SECONDS WEST, 125.13 FEET; THENCE,

25. ALONG A WESTERLY LINE OF SAID LOT 6, SOUTH 23 DEGREES 49 MINUTES 56 SECONDS WEST, 970.01 FEET; THENCE,

26. ALONG A NORTHERLY LINE OF SAID LOT 6, NORTH 87 DEGREES 41 MINUTES 58 SECONDS WEST, 523.45 FEET TO A CORNER OF LAND COMMON TO SAID, LOT 6 AND SAID LOT 1, BLOCK 153.01 AND LOT 21, BLOCK 154.01 AS SHOWN ON SAID MINOR SUBDIVISION PLAN; THENCE,

27. ALONG A LOT LINE COMMON TO SAID LOTS 1 AND 21 AS SHOWN ON SAID MINOR SUBDIVISION PLAN SOUTH 18 DEGREES 57 MINUTES 06 SECONDS WEST, 177.70 FEET; THENCE,

28. ALONG THE SAME, SOUTH 56 DEGREES 57 MINUTES 23 SECONDS WEST, 726.71 FEET; THENCE

29. ALONG THE SAME, NORTH 29 DEGREES 56 MINUTES 53 SECONDS WEST, 446.76 FEET; THENCE,

30. ALONG THE SAME, NORTH 09 DEGREES 30 MINUTES 36 SECONDS WEST, 669.33 FEET; THENCE,

31. ALONG THE SAME, NORTH 59 DEGREES 49 MINUTES 04 SECONDS WEST, 555.38 FEET TO THE POINT IN THE MUNICIPAL LINE DIVIDING THE BOROUGH OF KINNELON AND THE TOWNSHIP OF PEQUANNOCK AS SHOWN ON THE AFORESAID MINOR SUBDIVISION PLAN; THENCE,

32. ALONG SAID MUNICIPAL LINE, NORTH 02 DEGREES 18 MINUTES 59 SECONDS WEST, 462.99 FEET; THENCE,

33. ALONG THE SAME, NORTH 02 DEGREES 13 MINUTES 15 SECONDS WEST, 89.33 FEET; THENCE,

34. LEAVING SAID MUNICIPAL LINE AND ALONG A LOT LINE COMMON TO SAID LOT 1 AND LOT 22, BLOCK 153.01, NORTH 24 DEGREES 55 MINUTES 58 SECONDS EAST 129.01

FEET; THENCE;

35. ALONG THE SAME, NORTH 64 DEGREES 04 MINUTES 02 SECONDS WEST, 66.78 FEET TO A POINT IN SAID MUNICIPAL LINE; THENCE,

36. ALONG SAID MUNICIPAL LINE NORTH 02 DEGREES 13 MINUTES 15 SECONDS WEST, 1,521.58 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 6,236,196 SQUARE FEET / 143.1634 ACRES OF LAND AS DESCRIBED HEREIN.

SURVEY TRACT TWO

DESCRIPTION OF SURVEY TRACT TWO BEING A PORTION OF FORMER LOT 3.27 IN BLOCK 38 IN THE BOROUGH OF RIVERDALE, NOW SITUATED IN THE TOWNSHIP OF PEQUANNOCK, COUNTY OF MORRIS AND STATE OF NEW JERSEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NEWLY CREATED SOUTHERLY SIDELINE OF NEW JERSEY STATE HIGHWAY ROUTE 23 (SIXTY-SEVEN FEET FROM CENTERLINE), SAID POINT BEING DISTANT SEVEN AND THREE HUNDREDTHS (7.03') FEET ON A COURSE OF SOUTH TWO DEGREES, SEVENTEEN MINUTES NINETEEN SECONDS EAST (S 02 DEGREES 17 MINUTES 19 SECONDS E) ALONG THE NEXT-TO-LAST COURSE AS DESCRIBED IN MORRIS COUNTY DEED BOOK 2081, PAGE 309 FROM THE LAST CORNER AS DESCRIBED IN SAID DEED; RUNNING THENCE

1.) ALONG SAID NEWLY CREATED SOUTHERLY SIDELINE OF NEW JERSEY STATE ROUTE 23, ALSO BEING THE NEWLY RELOCATED MUNICIPAL BOUNDARY LINE BETWEEN THE TOWNSHIP OF PEQUANNOCK AND THE BOROUGH OF RIVERDALE, AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF ONE THOUSAND FOUR HUNDRED NINETY-NINE AND THIRTY-SEVEN HUNDREDTHS (1,499.37') FEET, AN ARC LENGTH OF SIXTY-FIVE AND SIXTY-THREE HUNDREDTHS (65.63') FEET, A CENTRAL ANGLE OF TWO DEGREES, THIRTY MINUTES, TWENTY-NINE SECONDS (02 DEGREES 30 MINUTES 29 SECONDS), AND A CHORD BEARING SOUTH EIGHTY-SEVEN DEGREES, FIFTY-EIGHT MINUTES, FOURTEEN SECONDS EAST (S 87 DEGREES 58 MINUTES 14 SECONDS E), A CHORD DISTANCE OF SIXTY-FIVE AND SIXTY-THREE HUNDREDTHS (65.63') FEET TO A POINT IN THE EXISTING SOUTHERLY THIRTY-THREE FOOT (33') WIDE RIGHT-OF-WAY OF COTLUSS ROAD; THENCE

2.) ALONG THE SAME, SOUTH FIFTY-SIX DEGREES, THIRTY-FIVE MINUTES, ZERO SECONDS EAST (S 56 DEGREES 35 MINUTES 00 SECONDS E), FORTY-FIVE AND EIGHTY-THREE HUNDREDTHS (45.83') FEET TO AN ANGLE POINT; THENCE

3.) STILL ALONG SAME, SOUTH SEVENTY-EIGHT DEGREES, FIFTEEN MINUTES, FORTY-ONE SECONDS EAST (S 78 DEGREES 15 MINUTES 41 SECONDS E), ONE HUNDRED EIGHT AND THIRTY-SEVEN HUNDREDTHS (108.37') FEET TO A POINT IN THE NEWLY CREATED NORTHERLY SIDELINE OF RELOCATED COTLUSS ROAD AS SHOWN ON MAPS ENTITLED "NEW JERSEY DEPARTMENT OF TRANSPORTATION GENERAL PROPERTY PARCEL MAP, ROUTE 23 (1953) - SECTION 3" DATED OCTOBER, 1986, SHEETS 1 THROUGH 6 OF 27; THENCE

4.)ALONG SAID SIDELINE, SOUTH SEVENTY-THREE DEGREES, SEVEN MINUTES, FIFTY-FOUR SECONDS WEST (S 73 DEGREES 07 MINUTES 54 SECONDS W), TWO HUNDRED FOURTEEN AND SEVENTY-ONE HUNDREDTHS (214.71') FEET TO A POINT IN THE AFOREMENTIONED NEXT-TO-LAST COURSE AS DESCRIBED IN MORRIS COUNTY DEED BOOK 2081, PAGE 309, ALSO BEING THE NEWLY RELOCATED MUNICIPAL BOUNDARY LINE BETWEEN THE TOWNSHIP OF PEQUANNOCK AND THE BOROUGH OF RIVERDALE; THENCE

5.)ALONG THE SAME, NORTH TWO DEGREES, SEVENTEEN MINUTES, NINETEENSECONDS WEST (N 02 DEGREES 17 MINUTES 19 SECONDS W), ONE HUNDRED TWELVE AND ONE HUNDREDTH (112.01') FEET TO THE POINT AND PLACE OF BEGINNING.

SAID SURVEY TRACT TWO CONTAINING AN AREA OF 12,087 SQUARE FEET OR 0.2775 ACRES OF LAND, MORE OR LESS.

SURVEY TRACT THREE

DESCRIPTION OF SURVEY TRACT THREE, BEING FORMERLY KNOWN AS TAX LOT 1 IN BLOCK 39, AS SHOWN ON THE TAX MAP OF THE BOROUGH OF RIVERDALE, NOW SITUATED IN THE TOWNSHIP OF PEQUANNOCK, COUNTY OF MORRIS, AND STATE OF NEW JERSEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NEWLY CREATED SOUTHERLY SIDELINE OF NEW JERSEY STATE HIGHWAY ROUTE 23 (SIXTY-SEVEN FEET FROM CENTERLINE), SAID POINT BEING DISTANT SEVEN AND ZERO HUNDREDTHS (7.00') FEET ON A COURSE OF SOUTH SIX DEGREES, NINETEEN MINUTES, FORTY-FIVE SECONDS EAST (S 06 DEGREES 19 MINUTES 45 SECONDS E) FROM THE BEGINNING CORNER AS DESCRIBED IN MORRIS COUNTY DEED BOOK 2081, PAGE 309, RUNNING; THENCE

1.)ALONG THE NEWLY RELOCATED MUNICIPAL BOUNDARY LINE BETWEEN THE TOWNSHIP OF PEQUANNOCK AND THE BOROUGH OF RIVERDALE, BEING THE FIRST (1ST) COURSE AS DESCRIBED IN SAID MORRIS COUNTY DEED BOOK 2081, PAGE 309, SOUTH SIX DEGREES, NINETEEN MINUTES, FORTY-FIVE SECONDS EAST (S 06 DEGREES 19 MINUTES 45 SECONDS E), THIRTY-EIGHT AND THIRTY-FIVE HUNDREDTHS (38.35') FEET TO A POINT IN THE NEWLY CREATED NORTHERLY RIGHT-OF-WAY LINE OF RELOCATED COTLUSS ROAD, AS SHOWN ON MAPS ENTITLED "A NEW JERSEY DEPARTMENT OF TRANSPORTATION GENERAL PROPERTY PARCEL MAP, ROUTE 23 (1953) - SECTION 3" DATED OCTOBER, 1986, SHEETS 1 THROUGH 6 OF 27; THENCE

2.)ALONG SAID RIGHT-OF-WAY LINE, SOUTH SEVENTY-FIVE DEGREES, THIRTY-FIVE MINUTES, THIRTY-ONE SECONDS WEST (S 75 DEGREES 35 MINUTES 31 SECONDS W), THIRTEEN AND EIGHTY-THREE HUNDREDTHS (13.83') FEET TO A POINT IN THE EXISTING NORTHERLY THIRTY-THREE FOOT (33') WIDE RIGHT-OF-WAY LINE OF COTLUSS ROAD; THENCE

3.)ALONG SAME, NORTH SEVENTY-EIGHT DEGREES, FIFTEEN MINUTES, FORTY-ONE SECONDS WEST (N 78 DEGREES 15 MINUTES 41 SECONDS W), ONE HUNDRED FORTY-ONE AND SIXTY-SEVEN HUNDREDTHS (141.67') FEET TO A POINT IN THE AFOREMENTIONED

SOUTHERLY SIDELINE OF NEW JERSEY STATE HIGHWAY ROUTE 23; THENCE

4.) ALONG SAME, AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF ONE THOUSAND FOUR HUNDRED NINETY-NINE AND THIRTY-SEVEN HUNDREDTHS (1,499.37') FEET, AN ARC LENGTH OF ONE HUNDRED FORTY-EIGHT AND FORTY-EIGHT HUNDREDTHS (148.48') FEET, A CENTRAL ANGLE OF FIVE DEGREES, FORTY MINUTES, TWENTY-SIX SECONDS (05 DEGREES 40 MINUTES 26 SECONDS), AND A CHORD BEARING NORTH EIGHTY-FIVE DEGREES, FOUR MINUTES, THIRTY-EIGHT SECONDS EAST (N 85 DEGREES 04 MINUTES 38 SECONDS E), A CHORD DISTANCE OF ONE HUNDRED FORTY-EIGHT AND FORTY-TWO HUNDREDTHS (148.42') FEET TO THE POINT AND PLACE OF BEGINNING.

SAID SURVEY TRACT THREE CONTAINING AN AREA OF 3,094 SQUARE FEET OR 0.0710 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH THE RIGHTS TO A 20 FOOT WIDE SANITARY SEWER EASEMENT LOCATED IN LOT 21, BLOCK 154.01, PEQUANNOCK TOWNSHIP AS RESERVED IN DEED DATED JUNE 5, 2000, FROM POINT VIEW CAMPUS, LLC (GRANTOR) TO THE TOWNSHIP OF PEQUANNOCK (GRANTEE) RECORDED IN THE MORRIS COUNTY CLERKS OFFICE ON AUGUST 4, 2000, IN DEED BOOK 5225, PAGE 79, BEING DESCRIBED AS FOLLOWS;

LEGAL DESCRIPTION OF A 20-FOOT WIDE SANITARY SEWER EASEMENT LOCATED IN LOT 21, BLOCK 154.01 TOWNSHIP OF PEQUANNOCK MORRIS COUNTY, NEW JERSEY

A PARCEL OF LAND DESCRIBED HEREIN AS A 20-FOOT WIDE SANITARY SEWER EASEMENT LOCATED IN LOT 21, BLOCK 154.01 IN THE TOWNSHIP OF PEQUANNOCK, MORRIS COUNTY, NEW JERSEY, AS SHOWN ON A CERTAIN MAP ENTITLED, "MINOR SUBDIVISION PLAN FINAL SITE PLAN PHASE I FOR CEDAR CREST VILLAGE, BLOCK 153.01 LOTS 1, 3 AND 7, BLOCK 154.01 LOT 21, BLOCK 156.01 LOT 1, PEQUANNOCK TOWNSHIP, MORRIS COUNTY, NJ" PREPARED BY SCHOOR DEPALMA, DATED MARCH 7, 2000 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY SIDELINE OF MOUNTAIN AVENUE (VARIABLE WIDTH RIGHT-OF-WAY) DISTANT THE FOLLOWING COURSES ALONG SAID NORTHERLY SIDELINE FROM THE DIVISION LINE BETWEEN LOT 25 AND LOT 21, BLOCK 154.01 AND RUNNING; THENCE,

A. NORTH 81 DEGREES 15 MINUTES 05 SECONDS WEST, 103.63 FEET TO A POINT OF CURVATURE; THENCE,

B. ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 752.60 FEET AND AN ARC LENGTH OF 70.26 FEET TO THE POINT OF BEGINNING; THENCE,

1. ALONG SAID NORTHERLY SIDELINE AND SAID CURVE TO THE LEFT HAVING A RADIUS OF 752.60 FEET, A CENTRAL ANGLE OF 01 DEGREES 18 MINUTES 23 SECONDS, AN ARC LENGTH OF 17.16 FEET AND A CHORD BEARING NORTH 87 DEGREES 15 MINUTES 12 SECONDS WEST A CHORD DISTANCE OF 17.16 FEET TO A POINT OF TANGENCY; THENCE,

2. ALONG THE SAME, NORTH 87 DEGREES 54 MINUTES 24 SECONDS WEST, 2.90 FEET;

THENCE,

3.. LEAVING SAID SIDELINE AND ALONG A LINE THROUGH SAID LOT 21, THE FOLLOWING
32 COURSES, NORTH 07 DEGREES 06 MINUTES 18 SECONDS EAST, 217.53 FEET; THENCE,

4. NORTH 18 DEGREES 35 MINUTES 23 SECONDS WEST, 24.98 FEET; THENCE,

5. NORTH 14 DEGREES 28 MINUTES 00 SECONDS WEST, 79.60 FEET; THENCE

6. NORTH 16 DEGREES 13 MINUTES 19 SECONDS WEST, 97.07 FEET; THENCE,

7. NORTH 05 DEGREES 22 MINUTES 33 SECONDS WEST 92.73 FEET; THENCE,

8. NORTH 05 DEGREES 50 MINUTES 09 SECONDS EAST, 84.75 FEET; THENCE,

9. NORTH 22 DEGREES 57 MINUTES 02 SECONDS EAST, 114.63 FEET; THENCE,

10. NORTH 11 DEGREES 55 MINUTES 45 SECONDS EAST, 90.12 FEET; THENCE,

11. NORTH 01 DEGREES 12 MINUTES 18 SECONDS WEST, 139.68 FEET; THENCE,

12. NORTH 09 DEGREES 30 MINUTES 13 SECONDS WEST, 107.64 FEET; THENCE,

13. NORTH 07 DEGREES 14 MINUTES 53 SECONDS WEST, 118.46 FEET; THENCE,

14. NORTH 08 DEGREES 99 MINUTES 23 SECONDS WEST, 77.18 FEET; THENCE,

15. NORTH 01 DEGREES 43 MINUTES 32 SECONDS WEST, 111.82 FEET; THENCE,

16. NORTH 15 DEGREES 16 MINUTES 36 SECONDS EAST, 96.14 FEET; THENCE,

17. NORTH 26 DEGREES 04 MINUTES 20 SECONDS EAST, 67.98 FEET; THENCE,

18. NORTH 33 DEGREES 01 MINUTES 24 SECONDS EAST, 48.69 FEET; THENCE,

19. NORTH 23 DEGREES 44 MINUTES 28 SECONDS EAST, 71.04 FEET; THENCE,

20. NORTH 07 DEGREES 48 MINUTES 49 SECONDS EAST, 36.70 FEET; THENCE,

21. NORTH 00 DEGREES 53 MINUTES 03 SECONDS EAST, 95.11 FEET, THENCE,

22. NORTH 15 DEGREES 94 MINUTES 45 SECONDS EAST, 81.22 FEET; THENCE,

23. NORTH 30 DEGREES 40 MINUTES 51 SECONDS EAST, 34.69 FEET; THENCE,

24. NORTH 23 DEGREES 18 MINUTES 17 SECONDS EAST, 60.51 FEET; THENCE,

25. NORTH 19 DEGREES 58 MINUTES 26 SECONDS EAST, 105.99 FEET; THENCE

26. NORTH 20 DEGREES 53 MINUTES 99 SECONDS EAST, 82.93 FEET; THENCE
27. NORTH 21 DEGREES 02 MINUTES 44 SECONDS EAST, 52.26 FEET; THENCE
28. NORTH 20 DEGREES 29 MINUTES 22 SECONDS EAST, 106.71 FEET; THENCE
29. NORTH 21 DEGREES 14 MINUTES 46 SECONDS EAST, 114.49 FEET; THENCE
30. NORTH 18 DEGREES 18 MINUTES 23 SECONDS EAST, 110.39 FEET THENCE
31. NORTH 16 DEGREES 42 MINUTES 95 SECONDS EAST, 120.60 FEET; THENCE
32. NORTH 06 DEGREES 10 MINUTES 54 SECONDS WEST, 493.12 FEET; THENCE
33. NORTH 43 DEGREES 15 MINUTES 23 SECONDS WEST, 73.82 FEET; THENCE
34. NORTH 46 DEGREES 14 MINUTES 59 SECONDS WEST, 114.75 FEET TO A POINT IN SAID LOT LINE COMMON TO LOTS 21 AND 1; THENCE,
35. ALONG SAID COMMON LOT LINE, NORTH 18 DEGREES 57 MINUTES 06 SECONDS EAST, 22.03 FEET; THENCE,
36. LEAVING SAID COMMON LOT LINE AND ALONG A LINE THROUGH SAID LOT 21, THE FOLLOWING 32 COURSES AS SHOWN ON THE AFORESAID MINOR SUBDIVISION PLAN, SOUTH 46 DEGREES 14 MINUTES 59 SECONDS EAST, 124.51 FEET; THENCE,
37. SOUTH 43 DEGREES 15 MINUTES 23 SECONDS EAST, 81.05 FEET; THENCE,
38. SOUTH 06 DEGREES 10 MINUTES 54 SECONDS EAST, 503.88 FEET; THENCE,
39. SOUTH 16 DEGREES 42 MINUTES 05 SECONDS WEST 130.92 FEET; THENCE
40. SOUTH 18 DEGREES 18 MINUTES 23 SECONDS WEST, 111.18 FEET; THENCE,
41. SOUTH 21 DEGREES 14 MINUTES 46 SECONDS WEST, 114.87 FEET; THENCE
42. SOUTH 20 DEGREES 29 MINUTES 22 SECONDS WEST, 106.67 FEET; THENCE
43. SOUTH 21 DEGREES 02 MINUTES 44 SECONDS WEST, 52.32 FEET; THENCE,
44. SOUTH 20 DEGREES 53 MINUTES 09 SECONDS WEST, 82.74 FEET; THENCE
45. SOUTH 19 DEGREES 58 MINUTES 26 SECONDS WEST, 106.41 FEET; THENCE
46. SOUTH 23 DEGREES 18 MINUTES 17 SECONDS WEST, 62.38 FEET; THENCE
47. SOUTH 30 DEGREES 40 MINUTES 51 SECONDS WEST, 33.23 FEET; THENCE

SOUTH 15 DEGREES 04 MINUTES 45 SECONDS WEST, 75.99 FEET, THENCE
SOUTH 00 DEGREES 53 MINUTES 03 SECONDS WEST, 93.83 FEET, THENCE
SOUTH 07 DEGREES 48 MINUTES 49 SECONDS WEST, 40.71 FEET, THENCE
SOUTH 23 DEGREES 44 MINUTES 28 SECONDS WEST, 75.46 FEET, THENCE
SOUTH 33 DEGREES 01 MINUTES 24 SECONDS WEST, 49.10 FEET, THENCE
SOUTH 26 DEGREES 04 MINUTES 20 SECONDS WEST, 64.88 FEET, THENCE
SOUTH 15 DEGREES 16 MINUTES 36 SECONDS WEST, 91.27 FEET, THENCE
SOUTH 01 DEGREES 43 MINUTES 32 SECONDS EAST, 107.71 FEET, THENCE
SOUTH 08 DEGREES 09 MINUTES 23 SECONDS EAST, 76.22 FEET, THENCE
SOUTH 07 DEGREES 14 MINUTES 53 SECONDS EAST, 118.22 FEET, THENCE
SOUTH 09 DEGREES 30 MINUTES 13 SECONDS EAST, 108.70 FEET, THENCE
SOUTH 01 DEGREES 12 MINUTES 18 SECONDS EAST, 143.43 FEET, THENCE
SOUTH 11 DEGREES 55 MINUTES 45 SECONDS WEST, 94.36 FEET, THENCE
SOUTH 22 DEGREES 57 MINUTES 02 SECONDS WEST, 113.55 FEET, THENCE
SOUTH 05 DEGREES 50 MINUTES 09 SECONDS WEST, 79.77 FEET, THENCE,
SOUTH 05 DEGREES 22 MINUTES 33 SECONDS EAST, 88.87 FEET, THENCE,
SOUTH 16 DEGREES 13 MINUTES 19 SECONDS EAST, 95.48 FEET, THENCE,
SOUTH 14 DEGREES 28 MINUTES 00 SECONDS EAST, 79.19 FEET, THENCE,
SOUTH 18 DEGREES 35 MINUTES 23 SECONDS EAST, 28.82 FEET, THENCE,

67. SOUTH 07 DEGREES 06 MINUTES 18 SECONDS WEST, 220.54 FEET TO A POINT ON A CURVE IN THE NORTHERLY LINE OF MOUNTAIN AVENUE (66 FOOT RIGHT-OF-WAY) TO THE POINT AND PLACE OF BEGINNING.

BEING IN ACCORDANCE WITH AND ALTA/ACSM LAND TITLE SURVEY MADE BY KELLER & KIRKPATRICK, INC., DATED DECEMBER 10, 2001, REVISED BY SCHOOR DEPALMA TO NOVEMBER 9, 2006.

BEING ALSO KNOWN AS (REPORTED FOR INFORMATIONAL PURPOSES ONLY):

LOT 1, BLOCK 153.01, ON THE OFFICIAL TAX MAP OF THE BOROUGH OF PEQUANNOCK

EXHIBIT B

PERMITTED EXCEPTIONS

(SEE ATTACHED)

And all other matters of record or applicable to the Property on the date hereof.

1. RIGHTS OF OTHERS TO DRAIN THROUGH OR OTHERWISE USE WATER COURSES

AS SHOWN ON SURVEY MADE BY KELLER & KIRKPATRICK, INC., DATED DECEMBER 10, 2001, REVISED BY SCHOOR DEPALMA TO NOVEMBER 9, 2006. RUNNING ALONG OR THROUGH THE INSURED PREMISES.

2. EASEMENTS IN DEED BOOK E13 PAGE 260, DEED BOOK B14 PAGE 483, DEED BOOK F18 PAGE 156, DEED BOOK M55 PAGE 545, DEED BOOK F59 PAGE 88, DEED BOOK 1979 PAGE 847, DEED BOOK 2061 PAGE 821.

AS NOTED AND NOT PLOTTED ON SURVEY MADE BY AND KELLER & KIRKPATRICK, INC., DATED DECEMBER 10, 2001, REVISED BY SCHOOR DEPALMA TO NOVEMBER 9, 2006.

MORTGAGE POLICY SHALL INSURE THAT SAID EASEMENT(S) OR RIGHT(S) OF WAY DO NOT INTERFERE WITH THE USE AND OCCUPANCY OF THE SUBJECT PREMISES AND THAT THE BUILDING(S) DO NOT ENCROACH UPON THE SAID EASEMENT(S) OR RIGHT(S) OF WAY.

3. RIGHT OF WAY IN DEED BOOK I71 PAGE 3.

AS SHOWN ON SURVEY MADE BY KELLER & KIRKPATRICK, INC., DATED DECEMBER 10, 2001, REVISED BY SCHOOR DEPALMA TO NOVEMBER 9, 2006.

4. MINERAL RIGHTS AS RESERVED BY DEED BOOK X11 PAGE 398 AND DEED BOOK D-7, PAGE 199.

AS NOTED ON SURVEY MADE BY KELLER & KIRKPATRICK, INC., DATED DECEMBER 10, 2001, REVISED BY SCHOOR DEPALMA TO NOVEMBER 9, 2006.

POLICY INSURES AGAINST LOSS WHICH THE INSURED SHALL SUSTAIN BY REASON OF DAMAGE TO EXISTING IMPROVEMENTS, INCLUDING LAWNS, SHRUBBERY OR TREES RESULTING FROM THE EXERCISE OF ANY RIGHT TO USE THE SURFACE OF THE LAND FOR THE EXTRACTION OR DEVELOPMENT OF THE MINERALS EXCEPTED FROM THE DESCRIPTION OF THE LAND OR SHOWN AS A RESERVATION IN SCHEDULE B

5. EASEMENT IN DEED BOOK E51 PAGE 458 AND DEED BOOK 1982 PAGE 1082, MODIFIED BY

MODIFICATION OF EASEMENT IN DEED BOOK 4200 PAGE 272.

THE COMPANY INSURES THE MORTGAGEE AGAINST LOSS WHICH THE INSURED MAY SUSTAIN AS A RESULT OF ANY EXERCISE OF ANY EXERCISE OF THE RIGHT OF USE OR MAINTENANCE OF THE EASEMENTS.

AS SHOWN ON SURVEY MADE BY KELLER & KIRKPATRICK, INC., DATED DECEMBER 10, 2001, REVISED BY SCHOOR DEPALMA TO NOVEMBER 9, 2006.

6. SLOPE AND DRAINAGE RIGHTS TO THE STATE OF NEW JERSEY IN DEED BOOK K33 PAGE 26, AS TO TRACTS 2 AND 3

THE COMPANY INSURES THE MORTGAGEE AGAINST LOSS WHICH THE INSURED MAY SUSTAIN AS A RESULT OF ANY EXERCISE OF THE RIGHT OF USE OR MAINTENANCE OF THE EASEMENT

AS SHOWN ON SURVEY MADE BY KELLER & KIRKPATRICK, INC., DATED DECEMBER 10, 2001, REVISED BY SCHOOR DEPALMA TO NOVEMBER 9, 2006.

7. RIGHT OF WAY TO EAST JERSEY WATER LINE IN DEED BOOK 1958 PAGE 845.

AS SHOWN ON SURVEY MADE BY KELLER & KIRKPATRICK, INC., DATED DECEMBER 10, 2001, REVISED BY SCHOOR DEPALMA TO NOVEMBER 9, 2006.

8. EASEMENTS IN DEED BOOK 2686 PAGE 712.

AS SHOWN ON SURVEY MADE BY KELLER & KIRKPATRICK, INC., DATED DECEMBER 10, 2001, REVISED BY SCHOOR DEPALMA TO NOVEMBER 9, 2006.

9. THE FOLLOWING ITEMS DISCLOSED BY A SURVEY PREPARED BY KELLER & KIRKPATRICK, INC., DATED DECEMBER 10, 2001, REVISED BY SCHOOR DEPALMA TO NOVEMBER 9, 2006, ARE HEREBY ADDED AS EXCEPTIONS IN SCHEDULE B:

A. NONE

10. TERMS AND CONDITIONS OF DECLARATION OF RESTRICTIONS FOR MODIFIED TRANSITION AREA DATED MAY 31, 2000, RECORDED JUNE 8, 2000 IN THE OFFICE OF THE CLERK OF MORRIS COUNTY IN DEED BOOK 5191 PAGE 68.

AS NOTED ON SURVEY MADE BY KELLER & KIRKPATRICK, INC., DATED DECEMBER 10, 2001, REVISED BY SCHOOR DEPALMA TO NOVEMBER 9, 2006.

11. GAS EASEMENT TO PUBLIC SERVICE ELECTRIC AND GAS COMPANY AS SET FORTH IN DEED BOOK 5453 PAGE 39.

AS SHOWN ON SURVEY MADE BY KELLER & KIRKPATRICK, INC., DATED DECEMBER 10, 2001, REVISED BY SCHOOR DEPALMA TO NOVEMBER 9, 2006.

12. POLICY INSURES THAT THE LAND DESCRIBED IN SCHEDULE A HEREIN IS THE SAME AS DEPICTED ON THE SURVEY MADE BY KELLER & KIRKPATRICK, INC., DATED DECEMBER 10, 2001, REVISED BY SCHOOR DEPALMA TO NOVEMBER 9, 2006.

13. WATER EASEMENTS TO THE CITY OF NEWARK FOR WATER MAINS IN DEED BOOK U-13, PAGE 413 (24 FEET WIDE) AND DEED BOOK U-16, PAGE 162 (9 FEET WIDE).

AS SHOWN ON SURVEY MADE BY KELLER & KIRKPATRICK, INC., DATED DECEMBER 10, 2001, REVISED BY SCHOOR DEPALMA TO NOVEMBER 9, 2006.

14. FIRST MORTGAGE FROM POINT VIEW CAMPUS, LLC TO SOVERIGN BANK ITS SUCCESSORS AND ASSIGNS TO SECURE PAYMENT OF \$81,800,411.00 AND INTEREST DATED _____, RECORDED _____, IN THE OFFICE OF THE CLERK/REGISTER OF MORRIS COUNTY IN BOOK _____ PAGE _____

15. LIABILITY FOR ADDITIONAL ASSESSMENT FOR TAXES IN CONNECTION WITH NEW CONSTRUCTION PURSUANT TO N.J.S.A. 54:4-6.1 AND THE FOLLOWING SECTIONS ARISING AFTER THE DATE HEREOF WHICH ARE NOT NOW DUE AND PAYABLE.

16. LIEN OF UNPAID REAL ESTATE TAXES FOR THE YEAR 2006. TAXES PAID THROUGH EFFECTIVE DATE HEREIN. SUBSEQUENT TAXES NOT YET DUE AND PAYABLE.

17.

WORKING CAPITAL MORTGAGE BY AND BETWEEN CEDAR CREST VILLAGE INC. (BORROWER)
AND POINT VIEW CAMPUS, LLC (LENDER) DATED NOVEMBER 1, 2001 RECORDED DECEMBER
19, 2001 IN THE OFFICE OF THE CLERK/REGISTER OF MORRIS COUNTY IN MORTGAGE BOOK
10893 PAGE 171

SUBORDINATED TO THE FIRST AND SECOND INSURED MORTGAGES BY SUBORDINATION OF
MORTGAGE AGREEMENT DATED _____ RECORDED _____ IN THE OFFICE OF THE
CLERK/REGISTER OF MORRIS COUNTY IN BOOK _____ PAGE _____

18. Such easements, rights-of-way (including the dedication of public highways or public or private utility easements), servitudes, restrictions, licenses, restrictive covenants as may be required by governmental authorities or utility providers in connection with the construction of, or the furnishing of utilities to, the Premises.

EXHIBIT C

CONDITIONS TO CLOSING

1.1 Borrower's Deliveries. Prior to the advance of the Mezzanine, Borrower shall deliver to Lender, at Borrower's sole cost and expense, the following:

(a) **Title Commitments.** Commitments (the "Title Commitments") to the Borrower for ALTA Form B (1992) Lender's Title Insurance Policies committing to insure, at standard rates titles to the Property as being good and marketable, subject only to the Permitted Exceptions, in the amounts of not less than Twenty-Five Million Dollars (\$25,000,000.00), issued by the Chicago Title Insurance Company (the "Title Insurer"). The Title Commitments shall be effective as of the date of the Mezzanine Note (the "Closing Date"), and shall reflect that fee simple title is held by CCVI and that each Lender's Title Insurance Policy to be issued to Lender (the "Title Insurance Policies") shall contain an extended coverage endorsement over the general or standard exceptions which are a part of the printed form of the policy and subject only to the Permitted Encumbrances. Each Title Insurance Policy shall, in addition, (a) not contain any exceptions for (i) liens for labor or material, whether or not of record, (ii) parties in possession, (iii) unrecorded easements, (iv) taxes and special assessments not shown on the public records, and (v) any matter that the Survey discloses; and (b) provide for the following endorsements: (A) an access endorsement insuring that there is direct and unencumbered access to the Property from all adjacent public streets and roads, (B) if applicable, a survey endorsement insuring that all foundations in place as of the date of such policy are within the lot lines and applicable setback lines, that the improvements do not encroach on adjoining land or any easements, and that there are no encroachments of improvements from adjoining land on the Property or any part thereof, except as shown on the survey, and (C) such other endorsements as Lender may reasonably require.

(b) **UCC Searches.** Written results of searches reflecting any liens, judgments, tax liens, bankruptcies, and open dockets (the "UCC Searches"), conducted by a company reasonably acceptable to the Lender.

(c) **Copies of Documents.** Legible copies of all documents of record referred to in any Title Commitment or disclosed by the UCC Searches.

(d) **Survey.** Current ALTA/ACSM land title survey of the Property (the "Survey") certified to Borrower, Lender and the Title Insurer (and such other persons or entities as the Borrower and Lender may designate) by a surveyor registered in the State of New Jersey and acceptable to Lender. Lender agree that Keller & Kirkpatrick, Inc. is acceptable as the surveyor to provide the Survey. The Survey shall also contain a surveyor's certification acceptable to Lender.

(e) **Environmental Reports.** Environmental assessment, in form and substance acceptable to Lender, regarding the presence and condition of any Hazardous Materials on the Property, or conditions which have or could result in the violation of any Environmental Requirements.

(f) *Project Related Materials.* Such other information regarding the Project and the Property as may be requested by Lender to enable Lender to effect necessary due diligence with regard to the investment of funds by Lender.

1.2 Inspection. Lender shall be given full access to, and shall have the right to inspect, (a) the Project and the Property, (b) all financial records pertaining to the operation of the Project, and (c) files and records pertaining to the processing of approvals for the Project and the marketing of Units. All such materials shall be treated as confidential by Lender.

1.3 Limited Recourse. Notwithstanding anything to the contrary in this Agreement or in any documents delivered by Lender in connection with the consummation of the transaction contemplated hereby, it is expressly understood and agreed that Lender's liability shall be limited to and payable and collectible only out of assets held by Lender (including without limitation, the Purchased Interests) and not any of Lender's directors, officers, employees, shareholders, contract holders or policyholders, shall be subject to any lien, levy, execution, setoff or other enforcement procedure for satisfaction of any right or remedy of Borrower in connection with the transaction contemplated hereby. A provision comparable to the foregoing shall be inserted in such Transaction Documents as Lender shall require.

1.4 Conditions to the Closing. Lender's obligation to settle on this transaction shall be conditioned on the following and Lender being satisfied, in Lender's sole discretion, with:

(a) the condition of title to the Property as evidenced by the Title Commitment and the Survey;

(b) the disclosure provided by Borrower and ERC relative to the Property, the Project and ERC;

(c) the absence of any casualty, condemnation or event involving any Hazardous Materials deemed by Lender or PPF to affect adversely and materially the Property or the Project;

Should Lender or PPF determine, at any time prior to the Closing Date, that one or more of the conditions have not, cannot or will not be complied with to Lender's sole and absolute satisfaction, Lender may terminate this Agreement.

EXHIBIT D

CLOSING REQUIREMENTS

1.1 Time and Place. The closing of the transactions contemplated hereunder (the "Closing") shall take place at a location selected by the Lender on or before December 1, 2006.

1.2 Deliveries by Borrower. At the Closing, the Borrower shall deliver to the Lender the following:

(a) Copies of the Articles of Organization of Borrower and ERC certified as true, complete and correct by an officer of ERC.

(b) Certificates, dated as of the Closing, in form and substance satisfactory to Lender and their counsel, executed by the sole member of Borrower and by the Secretary of ERC and certifying: (i) the incumbency of the officer who executed the Agreement; (ii) attaching copies of resolutions or consents adopted by the sole member of Borrower and the Board of Directors of ERC authorizing and approving the execution of this Agreement and the consummation of the transactions contemplated hereby; and (iii) the authority of the sole member of Borrower and the officer of ERC who executed the Agreement.

(c) Title Commitment and Survey which comply with Exhibit C above.

(d) Legal opinions of counsel to Borrower and ERC, addressed to the Lender and their respective successors and assigns, including legal opinions from (i) Gallagher, Evelius & Jones, LLP, Maryland counsel to Borrower and ERC (regarding authority to enter into agreements, enforceability, and existence of litigation), and (ii) Drinker Biddle & Reath LLP, New Jersey counsel to Borrower and ERC (regarding compliance with health laws, enforceability, and compliance with zoning laws for the Project), satisfactory in form and substance to the Lender and their special counsel.

(e) Reserved. (f) Estoppel and agreement from CCVI, in form reasonably satisfactory to Lender, (i) that no default exists by Borrower under the Project Documents, which has not been cured, (ii) that there are not any litigation or claims pending, or on appeal, against CCVI which affect CCVI's financial stability or ability to perform its obligations under the Bond Loan Documents, and (iii) which affirms CCVI's agreement to the pledge by Borrower of the CCVI Note and the assignment by Borrower of the CCVI Mortgage, in each instance to Lender.

(g) Reserved.

(h) Reserved..

(i) Such other documentation relating to the transactions contemplated hereby as may be reasonably requested by Lender, PPF or their counsel.

1.3 Further Assurances. In addition to the actions, documents and instruments specifically required to be taken or delivered hereby, prior to and after the date hereof, without additional consideration, each of the parties hereto agrees to execute, acknowledge and deliver such other documents and instruments and take such other actions as the other party may reasonably request in order to complete and perfect the transactions contemplated in this Agreement.

EXHIBIT E

THIRD PARTY DOCUMENTS

The Bond Loan Documents as defined in D(vi) of the Recitals of this Agreement.

EXHIBIT F

SINGLE PURPOSE ENTITY REQUIREMENTS

Borrower or its assignee shall throughout the Term hereof do all things necessary to continue to be and remain a Single Purpose Entity (including without limitation, if Borrower is a partnership, insuring that each General Partner of Borrower continues as a Single Purpose Entity and shall not amend its Articles of Organization or Operating Agreement, or if Borrower is a corporation, that Borrower shall not amend its Articles of Incorporation or Bylaws, or if Borrower is a limited liability company, Borrower shall prevent any Member manager of Borrower from amending such Member's Articles of Organization or Bylaws or other formation documents). For purposes hereof, "Single Purpose Entity" shall mean a person, other than an individual, which (a) is formed, organized or reorganized solely for the purpose of undertaking the activities as contemplated under the Agreement, (b) does not engage in any business unrelated to the Property and the permitted use thereof under the Agreement, (c) has not and will not have any assets other than those related to its interest in the Property and has not and will not have any indebtedness other than indebtedness contemplated or as permitted under the Agreement or otherwise incurred in the ordinary course of business, (d) maintains its own separate books and records and its own accounts, in each case which are separate and apart from the books and records of any other any individual, corporation, partnership, joint venture, limited liability company, limited liability partnership, association, joint stock company, trust, unincorporated organization, or other organization, whether or not a legal entity, and any governmental authority ("Person"), (e) holds itself out as being a Person separate and apart from any other Person, (f) does not and will not commingle its funds or assets with those of any other Person except as required under any of the Third Party Documents, (g) conducts its own business in its own name, (h) maintains separate financial statements, (i) pays its own liabilities out of its own funds, (j) observes all limited liability company formalities, partnership formalities or corporate formalities, as applicable, (k) maintains an arm's-length relationship with its affiliated Persons, (l) does not guarantee or otherwise obligate itself with respect to the debts of any other Person or hold out its credit as being available to satisfy the obligations of any other Person except as required or expressly authorized under the Agreement, (m) does not acquire obligations or securities of its partners, members or shareholders, (n) allocates fairly and reasonably shared expenses, including without limitation, any overhead for shared office space; (if any), (o) uses separate stationary, invoices and checks, (p) except as required or expressly authorized or contemplated under the Agreement, and the Third Party Documents, does not and will not pledge its assets for the benefit of any Person other than Lender or make any loans or advances to any other Person, (q) does and will correct any known misunderstanding regarding its separate identity, and (r) maintains adequate capital in light of its contemplated business operations.

In addition to the foregoing, and consistent with the Single Purpose Entity requirements hereof, Borrower covenants and agrees that throughout the Term hereof, Borrower shall not (i) voluntarily file or consent to the filing of a petition for bankruptcy, insolvency, reorganization, assignment for the benefit of creditors or similar proceedings under any federal or state bankruptcy, insolvency, reorganization or other similar law or otherwise seek any relief under

any laws relating to the relief of debts or the protection of debtors generally; (ii) merge into or consolidate with any Person, or dissolve, terminate or liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets (except as permitted herein) or convert to another type of legal entity, without in each case Lender's consent; (iii) own any subsidiary, or make any investment in, any Person without the consent of Lender; (iv) maintain its assets in such a manner that it will be costly or difficult to segregate, ascertain or identify its individual assets from those of any partners, members, shareholders, principals and affiliates of the Person, or any general partner, managing member, principal or affiliate thereof or any other Person; or (v) become insolvent or fail to pay its debts and liabilities from its assets as the same shall become due.

EXHIBIT G

BALANCE TEST

For purposes of this Agreement "Balance Test" shall mean the determination, made as of any date, for the Project, as to whether

- (i) the sum of the Projected Remaining Entrance Deposits
exceeds
- (ii) the sum of (x) the projected cost to complete construction and development of the Project as of the date of determination, taking into account anticipated cost increases and general inflationary trends; carrying costs through completion of the Project, including, without limitation, debt service on the Bonds and payment of interest on the Mezzanine Loan; and projected absorption of units in the Project based on current market environment for units of the type offered in the Project and long-term residential mortgage rates, as the same relate to the market demand for residential real estate; (y) the original principal amount of the Mezzanine Loan; and (z) \$9,000,000.00.

The projected cost to complete construction and development of the Project shall be determined based on all the facts and circumstances at the time of the determination, but in any event shall be no less than the projected costs to complete construction and development reflected in the Development Plan as then in effect as reflected in the Development Agreement as amended from time to time, including specifically the Phase Budgets and Phase Forecasts plus the aggregate "Unallocated Expense Summaries and Forecasts", as such term is defined therein.

The following defined terms shall apply for purposes of the foregoing:

"Projected Remaining Entrance Deposits" shall mean the entrance deposits projected to be received by CCVI and or paid to Borrower under the CCVI Note (specifically excluding any portion of the entrance deposits received by CCVI which are not projected ultimately to be received by CCVI and paid to the Borrower under the CCVI Note) based on entrance deposits for similar type units which have been sold or settled as of the date of determination and other applicable assumptions reflected in the proforma development budgets included in the Development Plan and the Phase Plans then in effect affecting the projected entrance deposit to be received for the Project.

EXHIBIT H

BORROWER ESTOPPEL CERTIFICATE

THIS BORROWER'S ESTOPPEL CERTIFICATE ("Certificate") is given this ___ day of _____, by POINT VIEW CAMPUS II, LLC, a Maryland limited liability company ("Borrower") in favor of PPF MF 3900 GRACEFIELD ROAD, LLC, a Delaware limited liability company ("Lender").

RECITALS:

A. Pursuant to the terms and conditions of that certain Loan Agreement ("Agreement") dated _____, Lender loaned to Borrower certain amounts more particularly described in the Agreement.

B. Pursuant to the terms and conditions of the Agreement, Lender has requested that the Borrower execute and deliver this Certificate with respect to the Agreement.

NOW, THEREFORE, in consideration of the above premises, the Borrower hereby makes the following statements for the benefit of Lender:

1. The copy of the Agreement and all amendments, if any, attached hereto and made a part hereof as Exhibit A is a true, correct and complete copy of the Agreement, which Agreement is in full force and effect as of the date hereof, and has not been modified or amended.

2. The Agreement sets forth the entire agreement between the Lender and the Borrower relating to the loan described therein.

3. There exist no uncured or outstanding defaults or events of default under the Agreement, or events which, with the passage of time, and the giving of notice, or both, would be a default or event of default under the Agreement.

4. No notice of termination has been given by Lender or Borrower with respect to the Agreement.

5. All payments due the Lender under the Agreement through and including the date hereof have been made, including the monthly payment of interest for the period of _____ to _____ in the amount of \$ _____.

6. As of the date hereof, the monthly interest on the Mezzanine Loan under the Agreement is _____.

7. There are no disputes between the Lender and the Borrower with respect to any sum due under the Agreement or with respect to any provision of the Agreement.

8. The Borrower represents and warrants that (a) all conditions and requirements to be undertaken by Lender under the Agreement have been completed and complied with, and (b) Borrower has no offsets, counterclaims or defenses with respect to its obligations under the Agreement.

9. The Borrower understands and acknowledges that Lender is relying upon the representations set forth in this Certificate, and may rely thereon in connection with the assignment of the Agreement to _____.

IN TESTIMONY WHEREOF, witness the signature of the Borrower as of the day and year first set forth above.

POINT VIEW CAMPUS II, LLC, a Maryland
limited liability company

By: Erickson Retirement Communities,
LLC, a Maryland limited liability
company, its Sole Member

By: _____
Gerald F. Doherty,
Executive Vice President and
General Counsel

STATE OF MARYLAND

COUNTY OF BALTIMORE

On this the ____ day of 20____, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the Executive Vice President and General Counsel for ERICKSON RETIREMENT COMMUNITIES, LLC, a Maryland limited liability company, as Sole Member of POINT VIEW CAMPUS II, LLC, a Maryland limited liability company, and that he/she, as such Executive Vice President and General Counsel being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself/herself as such officer.

(NOTARY SEAL)

Notary Public, State of Maryland

Printed Name:

Notary Commission No.: _____

My Commission Expires: _____

EXHIBIT I

FORM OF TAB SUMMARY

(See Attached.)

Crackson Retirement Communities

Point View Campus

Total Anticipated Budget

As of September 30, 2008

	<u>Actual Costs</u> <u>JTD</u>	<u>% Complete</u> <u>to Budget</u>	<u>Estimate to</u> <u>Complete</u>	<u>Estimate at</u> <u>Completion</u>	<u>Original</u> <u>Budget</u>	<u>Favorable/</u> <u>(Unfavorable)</u>
Entrance Deposits	244,411,150	54%	211,354,051	455,765,201	431,126,216	24,638,985
Operating Lease	1,489,152	9%	15,851,502	17,340,654	13,532,000	3,808,654
Interest on Excess Funds	111,621	22%	396,820	508,441	-	508,441
Funds Held/WC Loan Repayment	(62,119,265)	98%	(1,034,630)	(63,153,895)	-	(63,153,895)
Purchase Deposit	55,000,000	100%	-	55,000,000	-	55,000,000
Total Deposits	238,892,658	51%	226,567,743	465,460,401	444,658,216	20,802,185
Hard Costs - Building	207,793,190	81%	49,761,252	257,554,443	247,866,513	(9,687,930)
Hard Costs - Sitework	30,511,944	98%	734,309	31,246,253	24,000,000	(7,246,253)
Architecture	12,159,578	101%	(127,509)	12,032,069	10,721,598	(1,310,471)
Engineering	4,218,108	103%	(132,416)	4,085,692	3,039,161	(1,046,531)
Builder's Risk	352,388	103%	(10,794)	341,593	271,818	(69,775)
Fees, Permits & Bonds	2,681,017	88%	354,725	3,035,742	6,089,308	3,053,566
Development Fee	9,201,355	40%	13,586,905	22,788,260	21,556,313	(1,231,947)
Outside Legal	1,038,896	64%	591,534	1,630,430	1,730,000	99,570
Construction MNGT Fee	0	-	-	0	0	-
Warranty Expense	353,257	-	(109,070)	244,187	-	(244,187)
Phase Costs Before Contingency	268,309,732	81%	64,648,937	332,958,669	315,274,711	(17,683,958)
Contingency	0	0%	2,012,679	2,012,679	8,155,995	6,143,316
Total Phase Costs	268,309,732	80%	66,661,616	334,971,348	323,430,706	(11,540,642)
Department Costs						
Pre-Development	5,394,581	100%	-	5,394,581	5,394,581	-
Administration Department	1,669,378	77%	499,555	2,168,933	1,574,796	(594,137)
Acquisitions and Development	7,394,024	84%	1,458,837	8,852,861	10,600,009	1,747,148
Finance	750,108	83%	153,929	904,037	945,471	41,434
Marketing Department	16,150,193	73%	5,942,805	22,092,998	17,733,173	(4,359,825)
Information Services	634,576	81%	152,500	787,076	519,949	(267,127)
Legal Department	378,006	86%	61,131	439,137	690,267	251,130
Total Departmental Costs	32,370,866	80%	8,268,757	40,639,623	37,458,246	(3,181,377)
Total Hard & Soft Costs	300,680,598	80%	74,930,373	375,610,971	360,888,952	(14,722,019)
Other Development Costs						
Land	11,095,688	100%	312	11,096,000	8,940,000	(2,156,000)
Interest Costs	12,048,035	77%	3,698,801	15,746,836	24,516,000	8,769,164
Financing Costs - L.O.C	1,702,702	99%	8,766	1,711,468	1,512,000	(199,468)
Property Taxes	2,789,253	101%	(39,784)	2,749,469	1,262,595	(1,486,874)
Capital Expenditures/	539,616	74%	191,450	731,066	229,000	(502,066)
Community Loan Interest	(159,792)	100%	0	(159,792)	(9,587,000)	(9,427,208)
Total Other Development Costs	28,015,503	88%	3,859,544	31,875,047	26,872,595	(5,002,452)
Total Costs	328,696,101	81%	78,789,917	407,486,018	387,761,547	(19,724,471)
Profit Margin	(89,803,443)		147,777,826	57,974,383	56,896,669	1,077,714
Profit Margin %				12.46%	12.80%	

EXHIBIT J

QUALIFIED TRANSFEREE

"Qualified Transferee" shall mean

(a) an insurance company, bank, savings and loan association, investment bank, trust company, commercial credit corporation, pension plan, pension fund, pension fund advisory firm, mutual fund, real estate investment fund or governmental entity or plan; or

(b) an investment company, money management firm or "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act of 1933, as amended, which regularly engages in the business of making or owning real estate loans or investments, or an "institutional accredited investor" within the meaning of Regulation D of the Securities Act of 1933, as amended; or

(c) a Person that is otherwise a Qualified Transferee but that is acting in an agency capacity for a syndicate of lenders where at Agreement 51% (by loan balance owned) of the lenders in such syndicate are otherwise Qualified Transferees under clauses (a) through (c) above; or

(d) an institution substantially similar to any of the foregoing; or

(e) an investment fund, limited liability company, limited partnership or general partnership where a nationally recognized manager of investment funds, which is a Qualified Transferee, acts at the general partner, managing member or fund manager; or

(f) any entity Controlled by or Controlling, or under common Control (each term, as defined below) with, any of the entities described in clauses (a) through (d) of this definition,

provided, that, in case of each of clauses (a) through (e) of this definition, such party has at least \$600,000,000 in total assets (in name or under management) and (except with respect to a pension advisory firm, asset manager, or similar fiduciary) at least \$200,000,000 in capital/statutory surplus or shareholder's equity, and except with respect to a pension advisory firm, asset manager or similar fiduciary, is regularly engaged in the business of making or owning commercial real estate loans (or interests therein) or investments.

For purposes of this definition only, "Control" means the ownership, directly or indirectly, in the aggregate of more than fifty percent (50%) of the beneficial ownership interests of an entity and the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through the ability to exercise voting power, by contract or otherwise, and "Controlled" having meanings correlative thereto.

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT (this "Agreement") is made and entered into as of the 18th day of July, 2009 (the "Effective Date"), by and among POINT VIEW CAMPUS II, LLC, a Maryland limited liability company (the "Borrower"), ERICKSON RETIREMENT COMMUNITIES, LLC, a Maryland limited liability company ("ERC") and PPF MF 3900 GRACEFIELD ROAD, LLC, a Delaware limited liability company (the "Lender").

RECITALS

A. Lender and Borrower entered into that certain Loan Agreement (the "Loan Agreement") and certain other documents referred to therein (the "Loan Documents"), including that certain Promissory Note executed by Borrower (as amended and restated by that certain Allonge to Promissory Note dated as of February 15, 2007, the "Original Note"), providing for a loan in the amount of \$25,000,000 (the "Loan") for the development of the continuing care retirement community known as Cedar Crest Village Retirement Community. All capitalized terms not defined herein shall have the meaning set forth in the Loan Agreement.

B. ERC has guaranteed the performance of the Borrower under the Loan Agreement pursuant to that certain Limited Guaranty and Indemnity Agreement dated as of November 1, 2006 (the "Guaranty"), and has secured the Guaranty and Borrower's performance under the Loan Agreement with a pledge of ERC's membership interests in Borrower to Lender pursuant to that certain Member Interest Pledge Agreement dated as of November 1, 2006.

C. Pursuant to a letter sent by the Lender to the Borrower dated February 6, 2009 (the "Exercise Notice"), Lender exercised its right pursuant to Section 24.2 of the Loan Agreement, to require the Borrower to prepay the Loan, in the amount of \$25,000,000 plus any other amounts due and owing under the Loan Documents. Borrower had one hundred twenty (120) days following its receipt of the Exercise Notice to comply with the prepayment requirement, which time period expired on or about June 11, 2009.

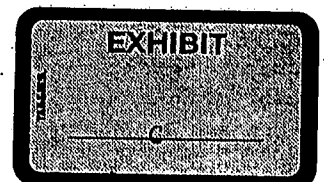
D. Borrower has requested that Lender (i) withdraw the Exercise Notice, and (ii) agree to certain other modifications to the Loan Documents.

E. Lender has agreed to withdraw the Exercise Notice and to make certain other modifications to the Loan Documents, in each case in accordance with and subject to the satisfaction of the conditions hereof.

NOW, THEREFORE, in consideration of the premises and the respective agreements set forth herein, and in reliance upon the respective representations and warranties made hereunder, the parties agree as follows:

1. Defined Terms. Terms not otherwise defined below or in the text of this Agreement (including the recitals) will have the meanings established for them in the Loan Documents. The following additional definitions will be used in this Agreement:

(a) "Agreement" shall mean this Modification Agreement, and shall be deemed to include the Note (as defined below).



(b) "Bond Guaranty Agreement" means the Guaranty Agreement dated as of November 1, 2006 among Borrower, CCVI and ERC as guarantors, and the Credit Enhancer.

(c) "CCVI" means Cedar Crest Village, Inc.

(d) "Credit Enhancer" means Sovereign Bank or any successor under the documents relating to the Refunding Bonds.

(e) "Escrow Fund Disbursement Agreement" means the Escrow Fund Disbursement Agreement (also called the "Project Fund Disbursement Agreement" and the "Disbursement Agreement") dated as of November 1, 2006 among Borrower, CCVI and the Credit Enhancer.

(f) "Indenture" means the Trust Indenture dated as of November 1, 2006 among the Authority, the Refunding Trustee and CCVI, as amended by that certain First Supplement to Trust Indenture dated as of January 2, 2007.

(g) "LOC Documents" has the meaning ascribed thereto in the Loan Agreement.

(h) "Purchase and Redemption Agreement" means that certain Purchase and Redemption Agreement dated November 1, 2006, by and among CCVI, Senior Living Limited Partnership, Erickson Group, LLC, ERC, Point View Campus, LLC and Borrower.

(i) "Refunding Bonds" means the Variable Rate Demand Revenue Refunding Bonds (Cedar Crest Village, Inc. Facility), Series 2006A and Series 2006B issued by the New Jersey Economic Development Authority in the original principal amount of \$80,695,000, pursuant to the Indenture.

(j) "Refunding Bond Loan Documents" has the meaning ascribed thereto in the Loan Agreement.

(k) "Refunding Trustee" has the meaning ascribed thereto in the Loan Agreement.

(l) "Working Capital Loan Documents" has the meaning ascribed thereto in the Loan Agreement.

2. Exercise Notice. Effective upon the execution and delivery of this Agreement, Lender has withdrawn and rescinded the Exercise Notice.

3. Modifications to Loan Agreement and Original Note. The Original Note is hereby amended and restated pursuant to that certain Amended and Restated Promissory Note (as amended and restated, the "Note") attached hereto as Exhibit A.

4. Deferral of Note. Lender hereby agrees that, so long as ERC and the Borrower are in compliance with the terms and conditions set forth in this Agreement, including the

prohibition on Development Distributions, and the restrictions on distributions from the Revolving Account set forth herein, Lender shall not exercise its right to demand full payment of the Note.

5. Guaranty. ERC hereby reaffirms the terms of the Guaranty, including the right of Lender to establish a lockbox as to certain Management Fees payable to ERC.

6. Management Fees. Notwithstanding anything to the contrary set forth herein, Lender hereby agrees that so long as ERC and the Borrower are in compliance with the terms and conditions set forth in this Agreement, ERC shall be permitted to collect Management Fees.

7. Development Distributions. ERC hereby agrees that, from and after the date hereof and during the term of this Agreement, it shall not be entitled to receive any Development Distributions, as such term is defined in that certain Lender-Developer Agreement by and between ERC and the Lender, dated as of November 1, 2006.

8. Representations and Warranties. Borrower and ERC each hereby represent and warrant to Lender as follows:

(a) It is not in default under any of the Loan Documents and no event exists which, with the giving of notice or the lapse of time or both, could or would constitute an Event of Default under any of the Loan Documents, as modified by this Agreement.

(b) It is not in default under any of the Refunding Bond Loan Documents and no event exists which, with the giving of notice or the lapse of time or both, could or would constitute an event of default under any of the Refunding Bond Loan Documents.

(c) It is not in default under any of the LOC Documents and no event exists which, with the giving of notice or the lapse of time or both, could or would constitute an event of default under any of the LOC Documents.

(d) It has the power and authority to enter into this Agreement and to perform its respective obligations under the Loan Documents as modified herein.

(e) All of the representations and warranties in the Loan Documents are true and correct on the date hereof as if the same were made on the date hereof.

(f) All collateral for the obligations secured by the Loan Documents, as amended by this Agreement, is free and clear of all assignments, security interests, liens and other encumbrances of any kind and nature whatsoever except for those granted or permitted under the provisions of the Loan Documents, as modified by this Agreement.

(g) No material adverse change has occurred in the business, financial condition, prospects or operations of Borrower or CCVI since the date of the financial statements most recently furnished to Lender in accordance with the provisions of the Loan Documents.

(h) This Agreement constitutes the legal, valid and binding obligations of the parties thereto enforceable in accordance with their terms except as enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally.

(i) The execution and delivery of this Agreement and the performance by each of Borrower and ERC, as applicable, of its respective obligations under the Loan Documents and the consummation of the transactions contemplated hereby do not and will not conflict with or constitute a breach or result in a violation of any agreement or other instrument to which Borrower or ERC is a party or by which they are bound or any constitution or statutory provision or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over Borrower or ERC or their respective property.

(j) It has obtained, or will obtain prior to the date required, all consents, approvals, authorizations, and orders of any governmental or regulatory authority that are required to be obtained as a condition precedent of the execution and delivery of this Agreement and the performance by Borrower and ERC of their respective obligations under the Loan Documents as modified hereby.

(k) The Community Loan Documents have been terminated and are of no further force and effect.

(l) Any construction contracts, architects' agreements, engineers' agreements or other consulting or professional agreements executed in connection with the Project have been terminated and are of no further force and effect. There are no pending contractors', mechanics' or materialmen's liens or claims, or any other lien or claim against any portion of the Property as a result of any construction of improvements on the Property, nor are Borrower or ERC aware of any threatened contractors', mechanics' or materialmen's liens or claims, or any other lien or claim against any portion of the Property as a result of any construction of improvements on the Property.

(m) Intentionally Omitted.

(n) Intentionally Omitted.

(o) The Final Completion of the CCRC (as defined in Section 2.5(a) of the Purchase and Redemption Agreement) has occurred. The Purchase Price Adjustment Date (as defined in the Purchase and Redemption Agreement) is June 30, 2008. The Construction Phase Completion Certificate (as defined in the Escrow Fund Disbursement Agreement) for the last Construction Phase of the Project to be constructed has been delivered to the Credit Enhancer. Neither Borrower nor ERC are aware of any reason why the Credit Enhancer will not approve the Construction Phase Completion Certificate and terminate the Escrow Fund Disbursement Agreement.

(p) There will be no further Requisitions for Construction Disbursements (as defined in the Escrow Fund Disbursement Agreement) from the Escrow Fund. There will be no further Requisitions for Permitted Distributions (as defined in the Escrow Fund Disbursement Agreement) other than distributions for payments of the Note.

(q) Pursuant to its terms, the Bond Guaranty Agreement shall terminate on the later of (A) when the Purchase Price Adjustment Date occurs, and (B) when the Credit Enhancer has received evidence satisfactory to it that CCVI has "Unrestricted Cash and Investments" (as defined in the Bond Guaranty Agreement) equal to at least \$10,000,000. The Purchase Price

Adjustment Date was June 30, 2008, and CCVI has Unrestricted Cash and Investments equal to at least \$10,000,000. ERC and Borrower represent that the Bond Guaranty Agreement has terminated by its terms, and that the Borrower is no longer subject to any equity or liquidity requirements set forth therein.

(r) The Refunding Trustee has received Initial Entrance Deposits (as defined in the Indenture) in the cumulative amount of \$29,000,000 with respect to Residential Building 3.4.

(s) The separate subaccount of the Principal Account (as defined in the Indenture) that was funded for optional bond redemption pursuant to paragraph EIGHTH of Section 4.05(a) of the Indenture (the "Bond Redemption Account"), will be fully funded on or before September 1, 2009. As of the Effective Date of this Agreement, no Initial Entrance Deposits (as defined in the Indenture) shall be diverted to the Bond Redemption Account.

(t) There are currently no amounts due or outstanding in connection with the Working Capital Loan Documents. There will be no amounts due or outstanding in connection with the Working Capital Loan Documents during the term of this Agreement. No requisition shall be made to repay the Working Capital Loan pursuant to paragraph SIXTH of Section 4.05(a) of the Indenture.

9. Events of Default. Each of the following events shall be an "Event of Default" hereunder by Borrower and shall constitute a breach of this Agreement:

(a) If Borrower shall fail to pay, within five (5) days of when due, any sums payable under the Loan Documents, as modified by this Agreement.

(b) If Borrower shall violate or fail to comply with or perform any other term, provision, covenant, agreement or condition to be performed or observed by Borrower under this Agreement, and such violation or failure shall continue for a period of thirty (30) days after written notice from Lender of such default.

(c) If any of the representations and warranties set forth in Section 6 of this Agreement shall prove to be false, incorrect or misleading in any material respect.

10. Release of Claims. As further consideration for the agreement of Lender to enter into this Agreement, each of Borrower and ERC hereby waives, releases, and discharges Lender, all affiliates of Lender and all of the directors, officers, employees, attorneys and agents of Lender and all affiliates of such persons, from any and all liability, damage, loss, expense claims, demands, actions or causes of action of any kind existing as of the date hereof, arising out of or in any way relating to this Agreement, the Loan Documents and/or any documents, agreements, instruments, dealings or other matters connected with this Agreement or the Loan Documents or the administration thereof.

11. Indemnification. Borrower and ERC shall, jointly and severally, defend, indemnify and save and hold Lender harmless from and against and reimburse Lender for, any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, costs and expenses of every kind or nature, including reasonable attorneys' fees and court

costs, at both the trial and all appellate levels, incurred by Lender arising directly or indirectly from or out of: (a) any failure by the Credit Enhancer to terminate the Escrow Fund Disbursement Agreement or the Bond Guaranty Agreement; (b) any failure by the Borrower to meet any equity or liquidity requirements set forth in the Escrow Fund Disbursement Agreement or the Bond Guaranty Agreement; or (c) any diversion of funds into the Bond Redemption Account.

12. Reaffirmation by Parties. The parties acknowledge the provisions of this Agreement, and hereby reaffirm their obligations in connection with all of the Loan Documents, as modified by this Agreement, from and after the date of execution hereof on the terms provided in the Loan Documents, as modified by this Agreement.

13. Reaffirmation by ERC. ERC acknowledges the provisions of this Agreement, and hereby reaffirms its obligations in connection with the Guaranty, from and after the date of execution hereof on the terms provided in the Guaranty.

14. Grants of Liens and Security Interests. Borrower hereby grants, regrants and confirms the grant of all liens and security interest in and to all collateral described in the Loan Documents as collateral for the obligations on the terms set forth in the Loan Documents.

15. Fees, Costs and Expenses. Borrower shall pay to Lender on demand all out-of-pocket costs and expenses both now and hereafter paid or incurred with respect to the preparation, negotiation, execution, administration and enforcement of this Agreement and all documents related thereto, including without limitation, reasonable attorneys' fees and expenses, recording costs, and recordation and other taxes.

16. Amendment, Modification and Waiver Only. This Agreement is only an agreement modifying certain provisions of the Loan Documents, and temporarily forbearing Lender's rights with respect to certain specified defaults. All of the provisions of the Loan Documents are incorporated herein by reference and shall remain and continue in full force and effect as modified by this Agreement. The parties hereby ratify and confirm all of their obligations, liabilities and indebtedness under the provisions of the Loan Documents as modified by this Agreement. The parties agree it is their intention that nothing herein shall be construed to extinguish, release or discharge or constitute, create or effect a novation of, or an agreement to extinguish, any of the obligations, indebtedness and liabilities of Borrower or of any other party under the provisions of the Loan Documents, or any assignment or pledge to Lender of, or any security interest or lien granted to Lender in or on, any collateral and security for such obligations, indebtedness and liabilities.

17. Applicable Law, Etc. This Agreement shall be governed by the laws of the State of New Jersey (without regard to principles of conflicts of law), both in interpretation and performance. This Agreement may be executed in any number of duplicate originals or counterparts, each of such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute one and the same instrument.

18. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

19. No Waiver of Defaults. Delivery and acceptance of this Agreement does not constitute and shall not be interpreted as a waiver of any default, Default or Event of Default by Lender with respect to the Loan Agreement. Lender reserves all of its rights with respect to all other matters.

20. Counterparts. This Agreement may be executed in counterparts, all of which, taken together, shall constitute a single, fully executed agreement.

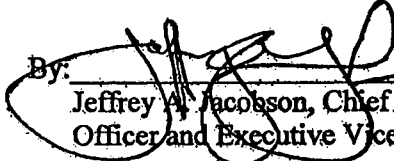
[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have caused this Agreement to be properly executed as of the date first above written.

BORROWER:

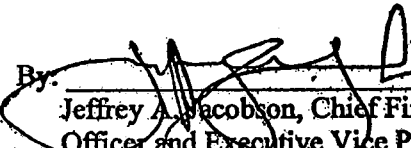
POINT VIEW CAMPUS II, LLC,
a Maryland limited liability company

By: Erickson Retirement Communities, LLC,
a Maryland limited liability company, its Member

By:  (SEAL)
Jeffrey A. Jacobson, Chief Financial
Officer and Executive Vice President

ERC:

ERICKSON RETIREMENT COMMUNITIES, LLC,
a Maryland limited liability company

By:  (SEAL)
Jeffrey A. Jacobson, Chief Financial
Officer and Executive Vice President

[SIGNATURES CONTINUED ON FOLLOWING PAGES]

LENDER:

PPF MF 3900 GRACEFIELD ROAD, LLC
a Delaware limited liability company

By: **PPF Multifamily, LLC,**
a Delaware limited liability company,
its sole member

By: **PPF OP, LP,**
a Delaware limited partnership,
its sole member

By: **PPF OPGP, LLC,**
a Delaware limited liability company,
its general partner

By: **Prime Property Fund, LLC,**
a Delaware limited liability company,
its sole member

By: **Morgan Stanley Real Estate Advisor,
Inc., its Manager**

By:  (SEAL)

Name: Andrew S. Bauman

Title: Its Authorized Signatory

EXHIBIT A

Amended and Restated Promissory Note

[See attached]

**AMENDED AND RESTATED
PROMISSORY NOTE**

THIS AMENDED AND RESTATED PROMISSORY NOTE (this "Note") is effective as of July 28, 2009, by and between POINT VIEW CAMPUS II, LLC, a Maryland limited liability company (the "Borrower") and PPF MF 3900 GRACEFIELD ROAD, LLC, a Delaware limited liability company (the "Lender").

RECITALS

WHEREAS, the Borrower executed and delivered the Promissory Note dated November 1, 2006 in the principal amount of \$25,000,000 payable to the order of the Lender, which Promissory Note was amended by that certain Allonge to Promissory Note by and between the Borrower and the Lender dated February 15, 2007 (the "Allonge"; the Promissory Note as amended by the Allonge shall be hereinafter referred to as the "Original Note") to evidence a loan made by the Lender to the Borrower in the principal amount of the Note (the "Loan");

WHEREAS, pursuant to Section 24.2 of the Loan Agreement between the Borrower and the Lender dated November 1, 2006, the Lender sent a letter to the Borrower dated February 6, 2009 exercising the Lender's right to require the Borrower to prepay the Loan plus any other amounts due under the Original Note and Loan Agreement within 120 days after the Borrower's receipt of the letter, or June 11, 2009;

WHEREAS, the Borrower has requested that the Lender revoke the exercise of its right to require prepayment of the Loan in exchange for the Borrower's agreement to enter into this Amended and Restated Promissory Note and a Modification Agreement, which provide for certain modifications to the Loan terms (which shall be effective retroactively as of June 11, 2009), including but not limited to: (i) retroactively increasing the principal amount of the Loan to \$26,250,000; (ii) retroactively increasing the interest rate to eighteen percent (18%) on the outstanding principal balance; and (iii) modifying the Maturity Date for the Loan; and

WHEREAS, the Lender has agreed to the modifications requested in accordance with the terms set forth below.

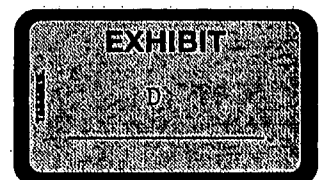
AGREEMENTS

NOW, THEREFORE, in consideration of the recitals set forth above, the parties hereby agree that the Original Note is hereby amended and restated in its entirety as follows (as amended and restated, the "Note"):

PROMISSORY NOTE

\$26,250,000.00

New Jersey
As of June 11, 2009



FOR VALUE RECEIVED, the undersigned, **POINT VIEW CAMPUS II, LLC**, a Maryland limited liability company having a mailing address at 701 Maiden Choice Lane, Baltimore, Maryland 21228 ("Borrower") promises to pay to the order of **PPF MF 3900 GRACEFIELD ROAD, LLC**, a Delaware limited liability company, at its office at 1585 Broadway, Floor 37, New York, New York 10036 (the payee and each successor holder of this Note being herein called the ("Lender") or to such other person or at such other place as the Lender may from time to time designate in writing, on demand the principal sum of **TWENTY SIX MILLION TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$26,250,000.00)** with interest from the date hereof payable in arrears at an annual rate of eighteen percent (18%), calculated on the basis of a 360 day year but accruing on the unpaid principal balance for the actual number of days elapsed.

Principal and interest evidenced by this Promissory Note shall be paid as follows:

a. If the date hereof is not the first day of a month, on the first day of the month next following the date hereof, interest only at the rate set forth above shall be paid upon the principal balance outstanding hereon from the date hereof.

b. Commencing on the first day of the second month after the date hereof, or if the date hereof is the first day of a month then commencing on the first day of the first month after the date hereof, and continuing on the first day of each successive month until the Maturity Date (hereinafter defined), interest only at the rate set forth above.

c. Until the Maturity Date, the Borrower shall be permitted to maintain a cash balance in the amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00). Any cash that is available to Borrower in excess of that amount shall be paid to the Lender as a principal payment.

d. The entire principal balance and interest thereon shall in any event be immediately due and payable upon the earlier of: (i) written demand by Lender; or (ii) February 28, 2011 (the "Maturity Date").

If any installment of principal or interest or both is not paid within the time frame provided in the Loan Agreement (hereinafter defined), there shall also be immediately due and payable an administrative late charge of five percent (5%) of the amount of such payment.

At the option of Lender the entire indebtedness evidenced by this Note shall become immediately due and payable without notice or demand upon the occurrence at any time of any of the following events of default: (1) failure to pay to the Lender in full any principal or interest and such failure continues for a period of five (5) days or default of Borrower or any endorser or guarantor hereof under any liability, obligation or undertaking, hereunder or otherwise to the Lender that continues after any applicable notice required hereunder or therein and the expiration of any applicable grace period; (2) any Event of Default under the terms of that certain Loan Agreement of even date herewith between Borrower and Lender (as amended by that certain Modification Agreement, the "Loan Agreement"), or any other instrument given to secure this Note shall occur and continue after any applicable notice required therein and the expiration of any applicable grace period, including but not limited to any failure of the Project (as defined in the Loan Agreement) to satisfy the Balance Test (as defined in the Loan Agreement) pursuant to and in accordance with Section 23.4 of the Loan Agreement; (3) any statement, representation or warranty made by the undersigned, or any endorser or any guarantor hereof in the Security Documents (as defined in the Loan Agreement), or in any supporting financial statement of the undersigned or any endorser or guarantor hereof shall have been false in any material respect; and (4) the liquidation, termination or dissolution of the Borrower or any endorser or guarantor hereof, or any of such ceasing to carry on actively its present business.

Borrower agrees to pay all costs of collection, including reasonable fees and expenses of Lender's attorneys, upon any default in the payment of principal or interest when due, which default continues beyond any applicable grace or cure period, and all costs including reasonable fees and expenses of Lender's attorneys in case it become necessary to protect the security hereof, whether or not suit is commenced.

This Note may be prepaid in whole but not in part (except as provided below) pursuant to the terms and provisions of Section 24.1 of the Loan Agreement.

The Lender shall have the right to require that the indebtedness evidenced hereby be paid, in full, in accordance with the terms of "Lender's Put" as defined and provided for pursuant to Section 24.2 of the Loan Agreement.

In the event the payments required to be made hereunder or pursuant to the Security Documents (as defined in the Loan Agreement), whether such payments are characterized as interest or otherwise, shall at any time exceed the limits permitted by any law governing usury or

any other law applicable to the loan evidenced hereby, all such excess sums paid by Borrower for the period in question shall, without further agreement or notice between or by any party hereto, be applied to the principal balance as a partial prepayment thereof without premium.

Borrower and all endorsers and guarantors of this Note hereby severally waive presentment for payment, protest and demand, notice of protest, demand and of dishonor and nonpayment of this Note and Borrower's (and any endorser's or guarantor's) liability hereunder shall remain unimpaired, notwithstanding any extension of the time of payment or other indulgence granted by Lender, or the release of all or any part of the security for the payment hereof or the liability of any party which may assume the obligation to make payment of the indebtedness evidenced hereby or the performance of the obligations of Borrower.

Whenever notice, demand or a request under this Note may properly be given to Borrower or Lender, the same shall be given in accordance with the provisions of the Loan Agreement.

This Note is secured by the Security Documents (as defined in the Loan Agreement), which includes the assignment of the CCVI Mortgage (as defined in the Loan Agreement) which CCVI Mortgage encumbers certain property, more particularly described therein, located in Pequannock Township, Morris County, New Jersey.

The transaction of which this Note is a part bear a reasonable relation to the State of New Jersey, in as much as the Property is located in the State of New Jersey; accordingly, the Borrower and the Lender agree that this Promissory Note shall be governed by and construed in accordance with the laws of the State of New Jersey, to the maximum extent the parties may so lawfully agree.

No Novation. This Amended and Restated Promissory Note does not extinguish the outstanding indebtedness evidenced by the Original Note or discharge or release any security, and the parties do not intend this Amended and Restated Promissory Note to be a substitution or novation of the original indebtedness or instruments securing the same.

Counterparts. This Note may be signed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

EXECUTED AS A SEALED INSTRUMENT, as of the day and year first above written.

WITNESS:

POINT VIEW CAMPUS II, LLC

By: Erickson Retirement Communities, LLC,
Member

Susan Oliveri

By:

Jeffrey A. Jacobson, Chief Financial Officer
And Executive Vice President

PPF MF 3900 GRACEFIELD ROAD, LLC, holder of the Original Note, signs below to acknowledge its consent to the terms of this Amended and Restated Promissory Note.

WITNESS:

PPF MF 3900 GRACEFIELD ROAD, LLC

By: PPF Multifamily, LLC, Its Sole Member

By: PPF OP, LP, Its Sole Member

By: PPF OPGP, LLC, Its General Partner

By: Prime Property Fund, LLC, Its Sole Member

By: Morgan Stanley Real Estate Advisor, Inc.,
Its Manager

By:

Andrew Bauman
Authorized Signatory

EXECUTED AS A SEALED INSTRUMENT, as of the day and year first above written.

WITNESS:

POINT VIEW CAMPUS II, LLC

By: Erickson Retirement Communities, LLC,
Member

By: _____

Jeffrey A. Jacobson, Chief Financial Officer
And Executive Vice President

PPF MF 3900 GRACEFIELD ROAD, LLC, holder of the Original Note, signs below to acknowledge its consent to the terms of this Amended and Restated Promissory Note.

WITNESS:

PPF MF 3900 GRACEFIELD ROAD, LLC

By: PPF Multifamily, LLC, Its Sole Member

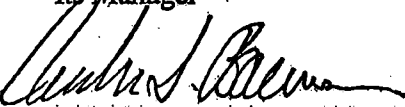
By: PPF OP, LP, Its Sole Member

By: PPF OPGP, LLC, Its General Partner

By: Prime Property Fund, LLC, Its Sole Member

By: Morgan Stanley Real Estate Advisor, Inc.,
Its Manager

By: _____


Andrew Bauman
Authorized Signatory

LIMITED GUARANTY AND INDEMNITY AGREEMENT

FOR VALUE RECEIVED, and in consideration for, and as an inducement to PPF MF 3900 GRACEFIELD ROAD, LLC, a Delaware limited liability company, as "Lender," to enter into a certain Loan Agreement dated as of November 1, 2006 (the "Agreement;" capitalized terms not specifically defined herein shall, unless the context otherwise requires, have the meaning ascribed to such terms in the Agreement) with POINT VIEW CAMPUS II, LLC, a Maryland limited liability company, as "Borrower," ERICKSON RETIREMENT COMMUNITIES, LLC, a Maryland limited liability company, as "Guarantor," unconditionally and absolutely indemnifies and holds Lender, its officers, directors, shareholders, employees, agents, attorneys, successors and assigns and each of them, jointly and severally, harmless from and against any loss, cost, liability, damage, claim or expense, including attorneys' fees, suffered or incurred by Lender at any time, arising under or on account of any of the following, and guarantees to Lender payment and performance of any loss, cost, liability, or expense suffered or incurred by Lender at any time, arising under or on account of, each of the following (collectively, the "Guaranteed Obligations"):

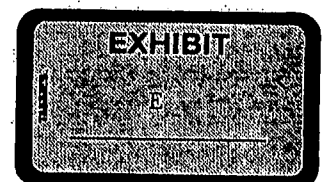
(a) Fraud, willful misconduct, or material misrepresentation made by Borrower or Guarantor or their affiliates in or in connection with (i) the Agreement, (ii) this Limited Guaranty and Indemnity Agreement ("Guaranty"), (iii) the Project Documents to which either Borrower and/or Guarantor are a party, or (iv) any other documents executed by Borrower or Guarantor in connection therewith or the Mezzanine Loan.

(b) The failure by Borrower to pay or cause to be paid charges for labor, materials or other charges owed pursuant to the Contracts which may create liens on any portion of the Property.

(c) The misapplication or misappropriation of (i) proceeds of insurance covering any portion of the Property, (ii) proceeds of the sale, condemnation or transfer in lieu of condemnation of any portion of the Property, or (iii) other income relating to the Property received by or on behalf of Borrower or Guarantor for any period for which there are unpaid amounts due and payable pursuant to the Agreement.

(d) Borrower's causing or permitting waste to occur in, on or about the Property or failing to maintain or causing to be maintained the Property and Improvements, except for ordinary wear and tear.

(e) The failure of Borrower to properly apply and pay to Lender any and all sums and amounts received or payable to Borrower at the time of delivery of any completed elements of the Project pursuant to any agreement with CCVI, or any successor entity, as set forth in the Project Documents, after proper payment of all prior due and payable obligations of Borrower under the Project Documents, to the extent of all amounts due and payable to Lender at that time.



(f) Any loss by fire or any other casualty to the extent not compensated by insurance proceeds as a result of Borrower's failure to comply with the insurance provisions of the Agreement.

(g) All court costs and reasonable attorneys' fees actually incurred by Lender for which Borrower is liable pursuant to the terms of the Agreement.

(h) The removal of any chemical, material or substance in excess of legal limits or which is required by any governmental entity, to which exposure is prohibited, limited, or regulated by any federal, state, county, or local authority, and which may or could pose a hazard to the health and safety of the occupants of the Property (which substances are also defined in the Agreement as "Hazardous Substances"), regardless of the source of origination (including sources off the Property which migrate onto the Property or its groundwater); the restoration of the Property to comply with all governmental regulations pertaining to Hazardous Substances found in, on or under the Property, regardless of the source of origination (including sources off the Property which migrate onto the Property or its groundwater); ; and any indemnity or other agreement to hold Lender harmless from and against any and all losses, liabilities, damages, injuries, costs and expenses relating to Hazardous Substances arising under Article XIX of the Agreement. Guarantor shall not be liable hereunder if the Property becomes contaminated due to acts on the Property (including sources off the Property which migrate onto the Property or its groundwater) subsequent to Lender's re-entry onto the Property by a termination of the Agreement and Lender's acquisition of the Property through a foreclosure on the CCVI Mortgage. Liability hereunder shall extend beyond termination or expiration of the Agreement unless at such time Borrower provides Lender with an environmental assessment report acceptable to Lender, in Lender's sole discretion, showing the Property to not be in violation of any law or laws relating to Hazardous Substances. The burden of proof under this subsection with regard to establishing the date upon which such Hazardous Substances were placed or appeared in, on or under the Property shall be upon Guarantor.

(i) Intentionally deleted.

(j) Any failure by Borrower to pay in full interest or principal on the Mezzanine Note or to pay any other sum or amount due to Lender under the Agreement. Notwithstanding the foregoing to the contrary, Guarantor's liability under this subsection shall be limited, for each period during which all interest on the Mezzanine Note and other sums are not otherwise paid in full to Lender by Borrower, to the amount of management fees and development fees which are paid or are payable to Guarantor under the Management and Marketing Agreement, dated as of May 9, 2000, by and between Guarantor and CCVI (as amended, the "Management Agreement") and the Development Agreement, during such period for which interest or such other sums have not been paid; provided that for purposes of this paragraph (j), amounts payable but not paid to Guarantor because such payments have been subordinated pursuant to the Bond Loan Documents shall not be considered "payable" and the amount of Guarantor's liability hereunder shall not include such amounts until Guarantor is entitled to receive such amounts.

(k) (i) Guarantor shall comply with all material terms and provisions of the Management Agreement, as the manager thereunder, shall not enter into any modifications or

amendments of the Management Agreement, nor, except as otherwise expressly set forth in the Agreement, terminate the same prior to the expiration thereof, without Lender's prior written consent. Guarantor shall not elect not to extend the term of the Management Agreement without Lender's prior written consent. Guarantor shall promptly deliver to Lender copies of all notices provided by Guarantor or the CCVI under the terms of the Management Agreement concerning notices of default, notices of changes or modifications to the Premises (as defined in the Management Agreement) and the like.

(ii) In addition to the foregoing, and subject to the Fee Subordination Agreement, Guarantor hereby agrees to subordinate its right to payment under the Management Agreement to the Guaranteed Obligations and assign its right to such payment to Lender, subject to the terms of this subsection (k)(ii). In furtherance of such subordination and assignment, and subject to the Fee Subordination Agreement, Guarantor shall unconditionally and irrevocably direct CCVI to send all fees payable under the Management Agreement ("Management Fees") to an account (and any successor account) established by Lender at Bank of America, or such other financial institution as Lender may designate from time to time, for the purpose of implementing the terms of this subsection (k) (the "Lockbox Account"). Lender may, at its option, declare that all Management Fees paid into the Lockbox Account shall remain in the Lockbox Account and be used solely for the purpose of paying any amounts owing from Guarantor to Lender. Lender may, at its option, by written notice to the CCVI, direct that any and all future payments in respect of Management Fees shall be made directly to Lender to be held by Lender and to be distributed to satisfy Guarantor's obligations under this Guaranty. Lender is and shall be at all times the sole owner of the Lockbox Account and shall have the right to change the identity of the Lockbox Account depository at any time and without notice to Guarantor. Guarantor hereby acknowledges that it does not have access to the Lockbox Account and has no ownership interest whatsoever in the Lockbox Account, including, without limitation, any power or authority to withdraw or wire transfer funds from, or to direct the withdrawal or wire transfer of funds from, the Lockbox Account, and agrees that it shall not now or in the future seek access to, or claim any ownership interest in the Lockbox Account, including without limitation, the power to exercise any of the foregoing rights. Notwithstanding Guarantor's intention that Lender be the sole owner of the Lockbox Account, to the extent that Guarantor may be deemed to have any ownership interest in the Lockbox Accounts, Guarantor hereby grants to Lender a security interest in and a pledge of each Lockbox Account and all funds deposited therein, to secure the payment and performance of its obligations to Lender. The security interest hereby granted and conveyed covers and will cover all forms of accounts in which funds in the Lockbox Account are placed, as well as all income and proceeds from the disposition of the account. Any Management Fees received by Guarantor from CCVI to which it is not entitled shall be received and held in trust by Guarantor, solely as agent for Lender, and Guarantor shall immediately turn over same to Lender for deposit in the Lockbox Account and/or application to and against obligations and amounts owing from Guarantor to Lender. Guarantor shall execute such endorsements as may be necessary to effect the provisions of this subsection (k). In this regard, Guarantor hereby grants Lender a special and irrevocable power of attorney coupled with an interest to make any such endorsement as attorney-in-fact for Guarantor, and with full power of substitution. Lender shall release the Management Fees to Guarantor from the Lockbox Account (or if paid to Lender, from Lender's possession), on a monthly basis, provided that no default with respect to Guarantor under the terms of this

Guaranty and that no Event of Default (as defined in the Agreement) with respect to Borrower under the Agreement has occurred and is then continuing and all obligations and amounts owing from Guarantor to the Lender are satisfied through and including the then-current fiscal period. Guarantor shall be entitled to any amounts remaining in the Lockbox Account (or if paid to Lender, in Lender's possession) upon ultimate satisfaction of all obligations and amounts owing from Guarantor and the Borrower to Lender.

The effectiveness of the immediately preceding paragraph in this subsection (k)(ii) shall be suspended unless and until Lender provides written notice to the contrary.

(l) (i) Guarantor shall comply with all material terms and provisions of the Development Agreement, as the developer thereunder, shall not enter into any modifications or amendments of the Development Agreement, nor, except as otherwise expressly set forth in the Agreement, terminate the same prior to the expiration thereof, without Lender's prior written consent. Guarantor shall not elect not to extend the term of the Development Agreement without Lender's prior written consent. Guarantor shall promptly deliver to Lender copies of all notices provided by Guarantor or Borrower under the terms of the Development Agreement concerning notices of default, notices of changes or modifications to the Property and the like. In addition to the foregoing, Guarantor hereby agrees to subordinate its right to payment under the Developer Agreement to the Guaranteed Obligations.

(ii) In the event that any Development Distribution (as defined in the Lender-Developer Agreement, dated as of even date herewith, between Guarantor and Lender) that is paid to Guarantor will cause or causes the Project to fail the Balance Test as set forth in the Agreement, or will increase or increases such a Balance Test failure, Guarantor shall not be entitled to the payment of any such Development Distribution and any amounts so received by Guarantor shall promptly be repaid by Guarantor to Borrower.

(m) Guarantor hereby agrees and guarantees to Lender that it will complete the construction of any buildings, non-residential elements, and/or any related infrastructure or public improvements of or related to the Project that are initiated by Borrower or any affiliate, free of any liens or encumbrances, including the payment or bonding of any mechanics' liens filed with respect to the Project. This guaranty will be independent of the other rights and obligations of the parties hereto and may be enforced by any remedy available at law or in equity.

(n) Guarantor will at all times maintain liquidity in an amount equal to the Liquidity Requirement. During any period that Guarantor is not in compliance with the Liquidity Requirement, Guarantor is precluded from making any New Investments, which shall be Lender's sole remedy for breach of this subsection (n). The "Liquidity Requirement" shall require Guarantor to maintain Cash and Cash Equivalents in an amount equal to the sum of: (i) the greater of \$24,000,000 or such amount as may be required to satisfy the highest level of liquidity required under any liquidity covenant contained in documentation relating to Senior Indebtedness; plus (ii) \$15,000,000. The following definitions will apply to this subsection:

(1) "Cash and Cash Equivalents" includes amounts drawn by Guarantor under the Bank Line of Credit.

(2) "Bank Line of Credit" means an existing line of credit provided by Mercantile-Safe Deposit and Trust Company, and any replacement line of credit.

(3) "New Investments" means the expenditure of funds for the acquisition (including the acquisition of land), construction or development of new continuing care retirement communities (or land therefor) ("CCRC"), either directly or through an affiliate. New Investments will not include the expenditure of funds required under the terms of any financing for a then existing CCRC or necessary to avoid the existence or continuance of a default with respect to any financing on a CCRC.

(4) "Parity Debt" means collectively, (A) any securities (the "Subordinated Securities") issued under the Trust Indenture dated June 15, 2003, as amended, between Guarantor and Deutsche Bank National Trust Company, and (B) any other indebtedness of Guarantor that is by its terms on a *pari passu* basis with the Subordinated Securities insofar as any right to payment and security is concerned.

(5) "Senior Indebtedness" means any other indebtedness of Guarantor other than (a) Parity Debt, and (b) indebtedness that by its terms is explicitly subordinated to the Parity Debt.

(o) If the exercise by Lender or Borrower of their rights under Article XXIV of the Agreement, regarding the requirements of Borrower to purchase the Lender's entire interest in the CCVI Note, the CCVI Mortgage and the Mezzanine Loan, would result in a violation of the liquidity and/or equity requirements imposed upon Borrower under any Project Loan, Guarantor shall be obligated to contribute to Borrower, or at Lender's option, such amounts shall be paid directly to Lender by Guarantor, 100% of all additional capital contributions required to fund the purchase of Lender's entire interest in the CCVI Note, the CCVI Mortgage and the Mezzanine Loan.

(p) Intentionally deleted.

(q) Intentionally deleted.

(r) Guarantor hereby guarantees the timely and complete performance of any obligations of Lender which may arise from any agreement with any third party related to the development and operation of the Project that is entered into by Lender as a mortgagee of the Land (or which Lender may be subject as "owner" of the Land). Guarantor hereby agrees that Lender is entering into such agreements as the mortgagee only, upon the request of Borrower, CCVI and/or Guarantor, that Lender shall have no liability or obligation under such agreements and that such obligations and liabilities are to be assumed and performed by Borrower, CCVI and Guarantor, as applicable, without claim to Lender.

(s) Any failure by Borrower to comply with and/or satisfy, or cause compliance with or satisfaction of, any conditions, requirements, permits, approvals, or authorizations relating to the development and/or operation of the Property or the Project.

(t) Intentionally deleted.

(u) Any default in the payment of interest or principal on the Mezzanine Note resulting from a claim by CCVI under the PRA for repayment of moneys under Section 2.5(c) or any similar provision requiring Guarantor to make payments back to CCVI.

(v) Any failure by Lender to receive a required payment when due and payable under any of the Security Documents that results from a failure by Borrower to direct the Refunding Trustee or the Senior Lender to release funds for payment to Lender from any funds or accounts held pursuant to the Bond Loan Documents.

The obligations in subsections (a) through (u), except as specifically provided otherwise therein, shall survive the termination or expiration of the Agreement. Lender's rights under this Guaranty are in addition to all rights of Lender under the Agreement, and payments by Guarantor under this Guaranty shall not reduce the obligations and liabilities of Borrower under the Agreement; provided, however, this shall not be construed to permit Lender to collect from Borrower for the same obligations or liabilities for which Lender has already received payment from Guarantor. The obligations in subsections (b), (c), (d), (f), (h), and (s) shall be applicable only so long as, and to the extent that, such actions and matters are within the control of the Guarantor and/or the Borrower by virtue of Guarantor's engagement as manager under the Management Agreement or as Developer under the Development Agreement.

The Agreement and this Guaranty, and the obligations of Guarantor and Borrower hereunder and thereunder, are secured by a pledge of all of the membership interests in Borrower pursuant to the Pledge Agreement, the terms and conditions of which are hereby incorporated herein by this reference, however, unless specifically set forth herein, recourse is not limited for such security for the enforcement of any rights hereunder.

The validity of this Guaranty and the obligations of the Guarantor shall not be terminated, affected, or impaired by reason of (i) any forbearance, releases, settlements or compromises between Lender and Borrower or any other guarantor, by reason of any waiver of or failure to enforce any of the rights and remedies reserved to Lender in the Agreement or otherwise, (ii) the invalidity, illegality or unenforceability of the Agreement for any reason whatsoever, (iii) the relief or release of Borrower or any other guarantor from any of their obligations under the Agreement by operation of law or otherwise, including, without limitation, the insolvency, bankruptcy, liquidation or dissolution of Borrower or any other guarantor or the rejection of or assignment of the Agreement in connection with proceedings under the bankruptcy laws now in effect or hereafter enacted (other than any written release of Borrower or any release of Borrower pursuant to the express terms of the Agreement in connection with a permitted assignment thereunder as provided hereinbelow), (iv) any modification or amendment of the Agreement, or (v) any other act or omission of Lender or Borrower which would otherwise

constitute or create a legal or equitable defense in favor of Guarantor except to the extent that the same constitutes a defense to enforcement of the Agreement against the Borrower thereunder.

Guarantor represents and warrants that it is the direct or indirect owner of one hundred percent (100%) of the equity interests of Borrower and, therefore has a material economic interest in Borrower and that the execution of this Agreement will be of direct benefit to it. This Guaranty will remain in full force and effect as to any renewal, modification, amendment, or extension of the Agreement, any assignment or transfer by Lender, any assignment or transfer by Borrower, any change in the status, composition, structure or name of Borrower or Guarantor, and as to any assignee of Borrower's interest under the Agreement.

If Guarantor, directly or indirectly, advances any sums to Borrower, Guarantor's rights to contribution for such sums and indebtedness will be subordinate in all respects to the amounts then and thereafter due and owing by Borrower under the Agreement. Payment by Guarantor of any amount pursuant to this Guaranty shall not in any way entitle Guarantor to any right, title or interest (whether by way of subrogation or otherwise) in and to any of the rights or remedies Lender may have against Borrower, unless and until all of the obligations then payable or performable by Borrower under the Agreement have been performed, including particularly, but without limitation, payment of the full amount then due and owing to Lender under the Agreement and this Guaranty.

The liability of Guarantor for the Guaranteed Obligations and other obligations contained in this agreement shall be primary; in any rights of action which accrue to Lender under the Agreement, Lender may proceed against Guarantor and/or Borrower, jointly or severally, and may proceed against Guarantor without having demanded performance of, commenced any action against, exhausted any remedy against, or obtained any judgment against Borrower. This is a guaranty of payment and not of collection, and Guarantor waives any obligation on the part of Lender to enforce the terms of the Agreement against Borrower as a condition to Lender's right to proceed against Guarantor.

Guarantor expressly waives (i) notice of acceptance of this Guaranty and of presentment, demand and protest, (ii) notice of any default hereunder or under the Agreement (other than notices and copies thereof to the parties specified in and as expressly required by the Agreement) and of all indulgences, (iii) demand for observance, performances or enforcement of any terms for provisions of this Guaranty or the Agreement, and (iv) all other notices and demands otherwise required by law which Guarantor may lawfully waive. Guarantor agrees that if this Guaranty is enforced by suit or otherwise, Guarantor shall reimburse Lender, upon demand, for all expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees.

Guarantor agrees that in the event that Borrower shall become insolvent or shall be adjudicated a bankrupt, or shall file a petition for reorganization, arrangement or other relief under any present or further provision of the Bankruptcy Reform Act of 1978, or if such a petition be filed by creditors of said Borrower, or if Borrower shall seek a judicial readjustment of the rights of its creditors under any present or future Federal or State law or if a receiver of all or part of its property and assets is appointed by any State or Federal court, no such proceeding

or action taken therein shall modify, diminish or in any way affect the liability of Guarantor under this Guaranty.

Guarantor further agrees that, (a) to the extent Guarantor makes a payment or payments to Lender under this Guaranty, which payment or payments or any part thereof are substantially invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to Guarantor or its respective estate, trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent of such payment or repayment, this Guaranty and the advances or part thereof which have been paid, reduced or satisfied by such amount shall be reinstated and continued in full force and effect as of the date such initial payment, reduction or satisfaction occurred and (b) to the extent Borrower makes a payment or payments to Lender under the Agreement, which payment or payments or any part thereof are substantially invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to the Borrower or its estate, trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable clause, then, to the extent of such payment or repayment, Guarantor shall nevertheless be liable hereunder to the same extent as it would have been if the obligations of Borrower had not been so invalidated, declared to be fraudulent or preferential, set aside or required to be repaid.

Guarantor hereby waives, to the maximum extent permitted by law, all defenses available to a surety, whether or not the waiver is specifically enumerated in this Guaranty.

All of the terms and provisions of this Guaranty shall inure to the benefit of the successors and assigns of Lender and are binding upon the respective successors and assigns of Guarantor.

Within seven (7) days after written request therefor from Lender, Guarantor shall deliver to Lender, or its designee, an estoppel letter from Guarantor ratifying and confirming Guarantor's obligations under this Guaranty.

A determination that any provision of this Guaranty is unenforceable or invalid will not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Guaranty to any person or circumstances is illegal or unenforceable will not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

No modification or amendment of this Guaranty will be effective unless executed by Guarantor and consented to by Lender in writing, and no cancellation of this Guaranty will be valid unless executed by Lender in writing.

If Borrower's obligations are void or voidable due to illegal or unauthorized acts by Borrower in the execution of the Agreement, Guarantor shall nevertheless be liable hereunder to the same extent as it would have been if the obligations of Borrower had been enforceable against Borrower.

This Limited Guaranty and Indemnity Agreement is governed exclusively by its provisions, and by the laws of the State of Maryland, as the same may from time to time exist.

[Signature on following page.]

IN WITNESS WHEREOF, the undersigned has caused this Limited Guaranty and
Indemnity Agreement to be executed as of November, 2006.

**ERICKSON RETIREMENT COMMUNITIES,
LLC, a Maryland limited liability company**

By: 

Name: Gerald F. Doherty

Title: Executive Vice President

MEMBER INTEREST PLEDGE AGREEMENT

This MEMBER INTEREST PLEDGE AGREEMENT (the "Agreement") is made and entered into as of November 1, 2006, (the "Effective Date") by ERICKSON RETIREMENT COMMUNITIES, LLC, a Maryland limited liability company ("ERC" or the "Pledgor"), in favor of PPF MF 3900 GRACEFIELD ROAD, LLC, a Delaware limited liability company (the "Pledgee").

RECITALS

WHEREAS, Pledgee has made a loan to Point View Campus II, LLC, a Maryland limited liability company ("Borrower"), secured by (i) a pledge of a note from Cedar Crest Village, Inc. ("CCVI") and (ii) an assignment of a mortgage from CCVI on certain real property in Pequannock Township, Morris County, New Jersey (the "Property"); and

WHEREAS, subject to and upon the terms and conditions set forth in this Agreement and the Loan Agreement (the "Mezzanine Loan Agreement"), between Pledgee and Borrower, Pledgee has made the Mezzanine Loan, which together with all other capitalized terms not defined herein shall have the meaning set forth in the Mezzanine Loan Agreement; and

WHEREAS, Pledgor has partially guaranteed Borrower's performance under the Mezzanine Loan Agreement pursuant to that certain Limited Guaranty and Indemnity Agreement of even date herewith from Pledgor in favor of Pledgee (the "Guaranty"); and

WHEREAS, Pledgor, directly or indirectly, is the sole owner of one hundred percent (100%) of the equity interests of the Borrower; and

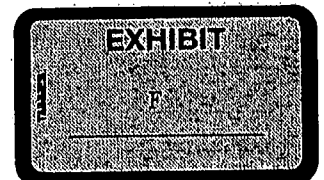
WHEREAS, as a condition precedent to Pledgee making the Mezzanine Loan to Borrower, Pledgor has agreed to pledge and grant to Pledgee a security interest in the entire member interest in Borrower held by Pledgor consisting of a 100% sole member interest held by ERC (collectively, the "Member Interest"), in order to secure Borrower's performance under the Mezzanine Loan Agreement and ERC's performance under the Guaranty.

AGREEMENTS

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Defined Terms. Any capitalized term not otherwise defined herein shall have the meaning given to such term in the Mezzanine Loan Agreement.

2. Pledge. As security for (i) Borrower's full, prompt and complete payment of interest, and all other amounts required to be paid by Borrower under the Mezzanine Loan Agreement when due, (ii) the full, prompt and complete performance of all other obligations of



Borrower under the Mezzanine Loan Agreement when due, and (iii) Pledgor's full, prompt and complete performance of all of its obligations under the Guaranty ((i) (ii) and (iii) are hereinafter collectively referred to as the "Obligations"), the Pledgor hereby pledges and assigns to Pledgee the Member Interest and hereby grants to Pledgee a security interest in and to the Member Interest, including without limitation, all of Pledgor's capital accounts in and interest in the income, profits, gains and losses of Borrower and of Pledgor's right to receive distributions and the return of capital contributions from Borrower (collectively, the "Collateral"); provided however, that the Collateral shall not include cash payments, distributions or return of capital contributions or other payments by Borrower paid on, or in respect of, the Member Interest ("Distributions") so long as, at the time such Distributions are made or after giving effect to such Distributions, (A) neither Borrower nor Pledgor is in continuing default under any of the Project Documents (beyond applicable notice and cure periods), (B) Borrower is not in continuing default (beyond applicable notice and cure periods) under the Mezzanine Loan Agreement dealing with any payment thereunder, (C) no other default under the Mezzanine Loan Agreement dealing with matters other than any payment shall have occurred and is continuing (beyond applicable notice and cure periods) as to which Pledgee has not waived such Event of Default, (D) no claim for payment or performance has been made by Pledgee against Pledgor under the Guaranty which has not been satisfied, and (E) Pledgor has established in favor of Pledgee, as security for the payment of the Option Purchase Price under the Mezzanine Loan Agreement, a letter of credit or other assurance or financial security, in a form reasonably approved in writing by Pledgee, assuring Pledgee that the net amount of all Distributions (net of amounts which are re-contributed by Pledgor to Borrower in order to pay bona fide obligations of Borrower under the Project Documents) will be available to apply toward payment of the Option Purchase Price if and when it becomes due and payable. Borrower may only make, and Pledgor may only receive, Distributions which are made in accordance with the foregoing conditions and limitations on making Distributions free and clear of the lien and operation of this Agreement.

3. Financing Statement. Simultaneously with execution hereof, Pledgor authorizes Pledgee to file a UCC-1 Financing Statement with the State of Maryland (the "Financing Statement") evidencing the security interest granted by Pledgor to Pledgee in the Collateral. The Pledgor agrees that, at any time and from time to time, Pledgor will promptly execute and deliver all further instruments and documents, and take all further action, that may be reasonably necessary or desirable, or that the Pledgee may reasonably request, in order to perfect and protect any security interest granted hereby or to enable the Pledgee to exercise and enforce its rights and remedies hereunder with respect to the Member Interest or other Collateral.

4. Remedies, Rights Upon Default.

(a) Upon and after the occurrence of an Event of Default, and subject to the provisions of Section 2 hereof, the Pledgee shall have the rights and remedies with respect to the Collateral provided for in the Uniform Commercial Code in effect in the State of Maryland (the "UCC"), including the right to, without demand of performance or other demand, advertisement, or notice of any kind (except such notice as may be specifically required by law and the notice and advertisement requirement specified in subsection (c) hereinbelow), to or upon the Pledgor or any other person, forthwith realize upon its security interest in the Collateral or any part

thereof, and forthwith sell or otherwise dispose of and deliver the Collateral or any part thereof at public or private sale or sales, at any time or place, at such prices and on such terms (including, but without limitation, a requirement that any purchaser of all or any part of the Collateral purchase the Member Interest or other interests constituting the Collateral for investment and without any intention to make a distribution thereof) as it may deem best, for cash or on credit, or for future delivery without assumption of any credit risk, with the right of Pledgee or any purchaser to purchase upon any such sale the whole or any part of the Collateral free of any right or equity of redemption in the Pledgor, which right or equity is hereby expressly waived and released to the extent permitted by law.

(b) The proceeds of any such disposition shall be applied as follows:

(i) First, to the costs and expenses incurred in connection therewith or incidental thereto or to the care or safekeeping of any of the Collateral or in any way relating to the exercise or enforcement of the rights of the Pledgee hereunder, including reasonable attorneys' fees and legal expenses incurred in connection therewith;

(ii) Second, to the satisfaction of the Obligations which are then due and payable;

(iii) Third, to the payment of any other amounts required by applicable law; and

(iv) Fourth, to the Pledgor to the extent of any surplus proceeds.

(c) Any notification required by Section 9-611 of the UCC shall be deemed reasonably and properly given if given to the Pledgor in accordance with Section 11 hereof, at least ten (10) days before any sale or disposition of any of the Collateral. Any advertisement of the sale or other disposition of such Collateral shall be deemed to be reasonable if such advertisement is placed in a newspaper of general circulation in or about the location of the principal place of business of the Borrower at least once in each of the two (2) calendar weeks immediately preceding the sale.

5. Representations and Warranties. The Pledgor hereby represents, warrants and covenants to the Pledgee as follows:

(a) Pledgor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Maryland and its address is 701 Maiden Choice Lane, Baltimore, Maryland 21228;

(b) Borrower is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Maryland, and is qualified to do business in the state in which the Property is located;

(c) This Agreement has been duly executed and delivered by the Pledgor and is a valid and binding obligation of the Pledgor enforceable against it in accordance with its

terms, subject to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally;

(d) Pledgor is the sole holder of record and the sole beneficial owner of the Member Interest free and clear of any liens, warrants, calls, security interests, options, encumbrances or other charges thereon or affecting title thereto, except the security interest created by this Agreement and perfected by the filing of the Financing Statement;

(e) Pledgor has full legal power and right to pledge and grant the security interest conveyed hereby in the Collateral and every part thereof; the making of such pledge and the granting of such security interest do not violate the provisions of any law, regulation, contract, agreement, restrictive covenant or legend, order of court, corporate charter or bylaw, stockholders agreement or other instrument binding upon it or any part of the Collateral; and no consent or approval of any governmental body or regulatory authority, or any securities exchange, was or is necessary to the validity or effectiveness thereof;

(f) The issuance of the Member Interest has been duly authorized and the Member Interest is validly issued, fully paid and nonassessable;

(g) All corporate actions or other actions or consents necessary to authorize and effectuate the terms of this Agreement on behalf of Pledgor have been taken or obtained;

(h) Pledgor will not (i) suffer or permit any amendment or modification of the operating agreement of the Borrower without the prior written consent of Pledgee (which consent may not be unreasonably withheld, conditioned or delayed); (ii) without the prior written consent of Pledgee, assign its rights to control Borrower or permit any other person to control Borrower; or (iii) waive, release or compromise any rights or claims that Pledgor may have against any other party which arise under the operating agreement of the Borrower;

(i) The Member Interest is not an interest which is dealt in or traded on securities exchanges or in securities markets, the terms of Borrower's operating agreement do not expressly provide that it is a security governed by Article 8 of the UCC, nor is the Borrower registered as an investment company under the federal investment company laws, and the Member Interest is not held in a securities account and is not certificated. Pledgor, so long as this Agreement is in effect, will not certificate the Member Interest.

6. Preservation of Collateral. The Pledgor will pay promptly when due all taxes, assessments and governmental charges and levies upon or against the Collateral, in each case before the same become delinquent and before penalties accrue thereon, unless and to the extent that the same are being contested in good faith by appropriate proceedings. The Pledgee may, at its option, make any payments or take any other action it may reasonably deem necessary or desirable to cure any default by Pledgor pursuant to the terms of this Agreement, to remove or discharge any liens, attachments or levies against or upon the Collateral, whether voluntary or involuntary, or otherwise to conserve, protect or further perfect its interest in the Collateral. The Pledgor shall, promptly upon demand, reimburse the Pledgee for all such advances or expenses incurred by the Pledgee.

7. No Further Transfer or Encumbrances. Except as permitted by the express terms of the Mezzanine Loan Agreement, the Pledgor hereby covenants and agrees that it shall not sell, convey or otherwise dispose of any of the Collateral, nor create, incur or permit to exist any pledge, mortgage, lien, charge, encumbrance or any security interest whatsoever with respect to any of the Collateral or the proceeds thereof. The Pledgor further covenants and agrees that it shall not consent to or approve the issuance of any additional Member Interest in Borrower or the merger of Borrower with any other entity, except (i) where the issuance is not prohibited by the express terms of Mezzanine Loan Agreement and where the issued interests or entrusts in the entity surviving the merger, is subject to the lien created under this Agreement, and (ii) any issuance of member interests in Borrower to a non-equity member as provided in Borrower's organizational documents, copies of which have been provided to Lender. Without in any way limiting the foregoing, unless and until Borrower exercises the Purchase Option set forth in the Mezzanine Loan Agreement and pays Pledgee all amounts due in connection therewith, Pledgor may not elect to or voluntarily sell or in any manner convey the Member Interest.

8. Voting Rights. Notwithstanding anything herein to the contrary, unless and until an Event of Default occurs and is continuing, and the Pledgee forecloses upon the Collateral in accordance with this Agreement, the Pledgor shall have the right to exercise its voting and other rights with respect to the Member Interest and Pledgor shall have the right to receive Distributions, but only under and subject to the terms, conditions and limitations applicable to Distributions as set forth in Section 2 above. Notwithstanding the foregoing sentence, upon the occurrence and during the continuation beyond applicable notice and cure periods of (i) an Event of Default under the Mezzanine Loan Agreement or (ii) a claim by the Pledgee under the Guaranty which has not been satisfied, the Pledgee shall be entitled to exercise any and all rights of conversion, exchange or subscription or any other similar rights, privileges or options pertaining to the Collateral as if it were the absolute owner thereof, including, without limitation, the right to exchange, at its discretion, any and all of the Collateral upon the merger, consolidation, reorganization, recapitalization or other readjustment of the Borrower or, upon the exercise of any such right, privilege or option pertaining to the Collateral, and in connection therewith, to deposit and deliver any and all of the Collateral with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Pledgee may determine.

10. Duty of Pledgee. The Pledgee may take any action set forth in this Agreement without liability to the Pledgor (except for Pledgee's own gross negligence or willful misconduct), Borrower or any other person, except to account for property actually received by it, but the Pledgee shall have no duty to exercise any of such rights, privileges or options and shall not be responsible for any failure to do so or delay in so doing. The Pledgee's only duty with respect to the Collateral shall be to exercise reasonable care to assure the safe custody of the Collateral, and the Pledgee shall be relieved of all responsibility for the Collateral upon delivery or proffer of delivery of the Collateral to the Pledgor.

11. Costs. The Pledgor shall pay on demand all costs and expenses (including reasonable attorney's fee) incurred by and on behalf of the Pledgee incident to any collection; servicing, sale, disposition or other action taken by the Pledgee with respect to the Collateral or

any portion thereof following the occurrence and during the continuance of an Event of Default; provided, however, that this Agreement shall in all respects be nonrecourse to Pledgor and Pledgee shall look only to the Member Interest to satisfy any liability of Pledgor hereunder.

12. Notices.

(a) Any and all notices, demands, consents, approvals, offers, elections and other communications required or permitted under this Agreement shall be deemed adequately given if in writing and the same shall be delivered either in hand, or by mail or Federal Express or similar expedited commercial carrier, addressed to the recipient of the notice, postpaid and registered or certified with return receipt requested (if by mail), or with all freight charges prepaid (if by Federal Express or similar carrier).

(b) All notices required or permitted to be sent hereunder shall be deemed to have been given for all purposes of this Agreement, upon the date of receipt or refusal, except that whenever under this Agreement a notice is either received on a day which is not a business day or is required to be delivered on or before a specific day which is not a business day, the day of receipt or required delivery shall automatically be extended to the next business day.

(c) All such notices shall be addressed:

If to Pledgee: PPF MF 3900 GRACEFIELD ROAD, LLC
c/o Morgan Stanley US RE Investing Division
1585 Broadway, Floor 37
New York, NY 10036
Attn: Andrew S. Bauman
Phone: (212) 761-4468
Fax: (212) 761-0253

With a copy to: Wilmer Cutler Pickering Hale and Dorr LLP
100 Light Street - Suite 1300
Baltimore, Maryland 21202
Attn: Mark Pollak, Esq.
Phone: (410) 986-2860
Fax: (410) 986-2828

If to Pledgor: Erickson Retirement Communities, LLC
701 Maiden Choice Lane
Baltimore, Maryland 21228
Attn: General Counsel
Phone: (410) 737-8864
Fax: (410) 737-8828

By notice given as herein provided, the parties hereto and their respective successors and assigns shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses effective upon receipt by the other parties of such notice and each shall have the right to specify as its address any other address within the United States of America.

13. Entire Agreement. This Agreement contains the full understanding of the Pledgor and the Pledgee in respect of the pledge of the Collateral, and may not be amended or otherwise modified except in a writing duly executed by the Pledgor and the Pledgee.

14. Waiver. The failure by either party to insist upon or to enforce any of its rights hereunder shall not constitute a waiver thereof. Any waiver shall be in writing and signed by the party granting the waiver.

15. Exercise of Rights. All rights, remedies and powers of the Pledgee hereunder are irrevocable and cumulative, and not alternative or exclusive, and shall be in addition to all other rights, remedies and powers given hereunder or in or by any other instrument or any law now existing or hereafter made or enacted.

16. Severability. If any term, covenant or condition of this Agreement, or the application thereof to any person, shall be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those to which it is held to be invalid or unenforceable shall not be affected thereby, and each term shall be valid and enforceable to the fullest extent permitted by law.

17. Termination. This Agreement shall terminate upon the earlier to occur of (i) the termination of the Mezzanine Loan Agreement and performance in full of the Obligations, or (ii) Pledgor's transfer of its interest in the Borrower or in the Mezzanine Loan Agreement pursuant to Article 14 of the Mezzanine Loan Agreement.

18. Binding Nature of Agreement. This Agreement shall be binding upon Pledgor and Pledgee and their respective successors and assigns.

19. Construction. When used herein, the singular may also refer to the plural and vice versa; and the use of any gender shall be applicable to all genders. Headings in the Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

20. Governing Laws. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

[Signatures on following pages.]

Executed and acknowledged by the undersigned as of the day and year first written above.

PLEDGOR:

**ERICKSON RETIREMENT COMMUNITIES,
LLC, a Maryland limited liability company**

By: 

Name: Gerald F. Doherty

Title: Executive Vice President

[SIGNATURES CONTINUE ON NEXT PAGE]

PLEDGE:

**PPF MF 3900 GRACEFIELD ROAD, LLC, a Delaware
limited liability company**

**By: PPF Multifamily, LLC, a Delaware limited liability company,
its sole member**

**By: PPF OP, LP, a Delaware limited partnership,
its sole member**

**By: PPF OPGP, LLC, a Delaware limited liability
company, its general partner**

**By: Prime Property Fund, LLC, a Delaware
limited liability company, its sole member**

**By: Morgan Stanley Real Estate Advisor, Inc.,
its Manager**

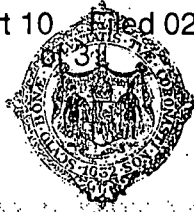
By: Andrew S. Bauman (SEAL)

**Name: Andrew S. Bauman
Title: Its Authorized Signatory**

State of Maryland
Department of
Assessments and Taxation

Charter Division

Case 09-37010-sgj11 Claim 39-1 Part 10 Filed 02/26/10 Desc Exhibit G Page 1



Robert L. Ehrlich, Jr.
Governor

C. John Sullivan, Jr.
Director

Paul B. Anderson
Administrator

Date: 12/28/2006

WILMER CUTLER PICKERING HALE AND DORR LL
100 LIGHT STREET
SUITE 1300
BALTIMORE MD 21202

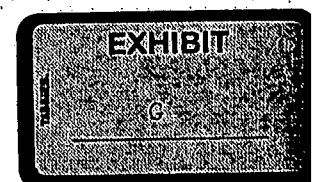
This letter is to confirm acceptance of the following filing:

FILE NUMBER : 00000000181291535
TYPE OF REQUEST : ORIG FIN STMT
DATE FILED : 11/16/2006
TIME FILED : 03:19 PM
BASE FEE : \$25.00
ACKNOWLEDGEMENT : 1000361994103558
CUSTOMER ID : 0001894243
WORK ORDER NUMBER : 0001337281

PLEASE VERIFY THE INFORMATION CONTAINED IN THIS LETTER. NOTIFY THIS DEPARTMENT
IN WRITING IF ANY INFORMATION IS INCORRECT. INCLUDE THE CUSTOMER ID AND THE WORK
ORDER NUMBER ON ANY INQUIRIES.

UCC Division
Baltimore Metro Area (410) 767-1459
Outside Metro Area (888)246-5941

301 West Preston Street-Room 801-Baltimore, Maryland 21201-2395
Toll free in Maryland (888)246-5941
MRS (Maryland Relay Service) (800)735-2258 TTY/Voice- Fax (410)333-7097
Website: www.dat.state.md.us



0004330859

UACCP

UCC APPROVAL SHEET
**** KEEP WITH DOCUMENT ****

TRANSACTION TYPE	FEES REMITTED
___ UO - Original Financing Statement	\$25.00
___ UOA - Original Financing Statement With Assignment	\$25.00
___ UOTU - Original Financing Statement Transferring Utility	\$25.00
___ UMA - Amendment	\$25.00
___ UMDA - Amendment - Debtor Added	\$25.00
___ UMDC - Amendment - Debtor Name Change	\$25.00
___ UMDD - Amendment - Debtor Deleted	\$25.00
___ UMSA - Amendment - Secured Party Added	\$25.00
___ UMSC - Amendment - Secured Party Name Change	\$25.00
___ UMSD - Amendment - Secured Party Deleted	\$25.00
___ UMC - Amendment - Continuation	\$25.00
___ UMT - Amendment - Termination	\$25.00
___ UMZ - Amendment - Assignment	\$25.00
___ UMZF - Amendment - Partial Assignment	\$25.00
___ UMCS - Amendment - Correction Statement	\$25.00
___ UOMH - Manufactured Home - Original Financing Statement	\$25.00
___ UOPF - Public Finance - Original Financing Statement	\$25.00
___ Documents Nine (9) Pages or More	\$75.00
___ Certified Copies	
___ Plain Copies	
TOTAL FEES: <u>05</u>	

Code _____

RECORDED ON 11/16/2006 AT 03:18 PM
IN THE FINANCING RECORDS OF THE MD. ST.
DEPARTMENT OF ASSESSMENTS AND TAXATION.
WO # 0001337281 ACK # 1000361894103558
ORIGINAL FILE NUMBER: 0000000181291535
LIBER: U00492 FOLIO: 0608 PAGES: 0002

1000361894103558

NO-FEE TRANSACTION TYPES

___ URC - Copy
___ UNCP - Void Non-Payment
___ UCC - Cancellation
___ UCR - Renewal
___ UCO - Deponent's Action
___ UCRI - Renewal Recordation Fee
___ UCIS - Incorrect ID Number
___ KOVRU - UCC Overrides
___ UMFC - Filing Office Correction Statement

Attention: _____

WILMER CUTLER PICKERING HALE AND DORR LL
100 LIGHT STREET
SUITE 1300
BALTIMORE MD 21202

METHOD OF PAYMENT

Cash _____ Check / Credit Card _____

Number of Checks _____

COMMENT(S):

Stamp Work & Order and Outgoing Payment

CUST ID: 0001894243
WORK ORDER: 0001337281
DATE: 12-28-2006 10:55 AM
PMT. PAID: \$475.00

STATE OF MARYLAND Page 3
DEPT. OF ASSESSMENTS AND TAXATION
CUST ID: 0001894243
WORK ORDER: 0001337281
DATE: 12-28-2006 10:54 AM
AMT. PAID: \$475.00
RECEIVED
DEPARTMENT OF
ASSESSMENTS & TAXATION

2006 NOV 16 P 3:19

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
Patricia Ann Berkey Wilmer Cutler Pickering Hale and Dorr LLP 100 Light Street, Suite 1300 Baltimore, MD 21202

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME					
Erickson Retirement Communities, LLC					
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
701 Maiden Choice Lane		Baltimore	MD	21228	USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any	
		LLC	Maryland	W04550497 <input type="checkbox"/> NONE	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any	
				<input type="checkbox"/> NONE	

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME					
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
1585 Broadway, Floor 37 (Attn: A Bauman)		New York	NY	10036	USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's member interest in Point View Campus II, LLC, a Maryland limited liability company ("PVC"), including without limitation, all of Debtor's capital accounts in and interest in the income, profits, gains and losses of PVC and of Debtor's right to receive distributions and the return of capital contributions from PVC as pledged pursuant to that certain Member Interest Pledge Agreement, dated as of November 1, 2006, by Debtor in favor of Secured Party.

5. ALTERNATIVE DESIGNATION [if applicable]:		<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]		7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional]		<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	
8. OPTIONAL FILER REFERENCE DATA							

Northern District of Texas Claims Register

09-37010-sgj11 Erickson Retirement Communities, LLC

Chapter: 11

Last Date to file claims: 02/28/2010

Last Date to file (Govt):

Creditor: (13036569) PPF MF 3900 Gracefield Road, LLC c/o Matthew G. Summers, Esquire Ballard Spahr LLP 300 E. Lombard Street, 18th Floor Baltimore, Maryland 21202	Claim No: 39 <i>Original Filed</i> <i>Date: 02/26/2010</i> <i>Original Entered</i> <i>Date: 02/26/2010</i>	Status: <i>Filed by: CR</i> <i>Entered by: Pollack, David</i> <i>Modified:</i>
Secured claimed: \$28665000.00		
Total claimed: \$28665000.00		
History: <u>Details</u> <u>39-1</u> 02/26/2010 Claim #39 filed by PPF MF 3900 Gracefield Road, LLC, total amount claimed: \$28665000 (Pollack, David)		
Description: (39-1) See Schedule		
Remarks:		

Claims Register Summary

Case Name: Erickson Retirement Communities, LLC

Case Number: 09-37010-sgj11

Chapter: 11

Date Filed: 10/19/2009

Total Number Of Claims: 1

	Total Amount Claimed	Total Amount Allowed
Unsecured		
Secured	\$28665000.00	
Priority		
Unknown		
Administrative		
Total	\$28665000.00	\$0.00