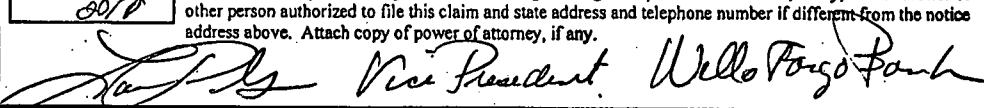



B 10 (Official Form 10) (12/08)

| | | |
|---|--|---|
| 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): Wells Fargo Bank National Association | | <input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (if known) |
| Name and address where notices should be sent: c/o William W. Kannel, Esq., Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, MA 02111 | | |
| Telephone number: (617) 542-6000 | | Filed on: _____ |
| Name and address where payment should be sent (if different from above): Lorna Gleason, Wells Fargo Bank, N.A., 625 Marquette Street MAC N9311-115, Minneapolis, MN 55479 | | <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case. |
| 1. Amount of Claim as of Date Case Filed: ; not less than \$292,537,752.84 | | 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. |
| 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 checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges. | | |
| 2. Basis for Claim: <u>See Attached Statement</u> (See instruction #2 on reverse side.) | | |
| 3. Last four digits of any number by which creditor identifies debtor: <u>N/A</u> 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: <u>See Attached Statement</u> Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____ | | <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 checked="" type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(): _____ Amount entitled to priority: \$ _____ |
| 6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. | | *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. |
| 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: <u>See Attached Statement</u> | | |
| Date: <u>2/24/10</u> 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.  | | |
| | | FOR COURT USE ONLY Erickson Ret. Comm. LLC  01566 |

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.

Addendum to Proof of Claim:
Claim of Wells Fargo Bank National Association in its capacity as indenture trustee
in In re Erickson Retirement Communities, LLC
(Chapter 11 Case No. 09-37010)

Wells Fargo Bank National Association, solely in its capacity as indenture trustee ("Indenture Trustee") for those certain \$156,365,000 Massachusetts Development Finance Agency Revenue Bonds (Linden Ponds, Inc. Facility) Series 2007A, Series 2007B and Series 2007C and, on the terms and to the extent provided the Bond Documents set forth below, for those certain holders of other Parity Obligations as that term is used in the Bond Documents, including without limitation the Letter of Credit Provider (as defined in the Bond Documents) (collectively, the "Linden Ponds Bonds") submits this addendum to its proof of claim against Erickson Retirement Communities, LLC (the "Debtor"). As of the date the Debtor's Chapter 11 case was filed, the claims described herein (the "Linden Ponds Indenture Trustee ERC Claims") totaled not less than \$292,537,752.84.

Documents Supporting the Indenture Trustee's Claim.

The documents supporting the Linden Ponds Indenture Trustee ERC Claims are too voluminous to attach to the Indenture Trustee's proof of claim. The Indenture Trustee believes the Debtor has a full set of the documents relating to these claims and, upon written request to counsel to the Indenture Trustee at the address included in this claim, the Indenture Trustee will make available copies of supporting documents. In accordance with that certain "Order Granting Joint Motion to Establish Protocol Under Federal Rules of Bankruptcy Procedure 3001 and 2019 for Filing Proofs of Claim" entered in the Debtor's bankruptcy case as docket no. 797, the Indenture Trustee has also submitted relevant documents to the claims agent described in that order.

The Linden Ponds Indenture Trustee ERC Claims are principally based on various documents that relate to the Linden Ponds Bonds. Those agreements include, without limitation, a Trust Indenture dated as of July 1, 2007 (the "Bond Indenture"), a Membership Interests Pledge Agreement dated as of July 1, 2007 (the "Membership Interests Pledge Agreement"), a Purchase Deposit Refund Guaranty Agreement dated as of July 1, 2007 (the "Purchase Deposit Refund Guaranty Agreement"), and a Completion Guaranty dated as of July 1, 2007 (the "Completion Guaranty"). The Linden Ponds Indenture Trustee ERC Claims are also based on, among other documents, a Development Agreement and Management and Marketing Agreement that relate to the continuing care retirement community known as Linden Ponds, a Collateral Assignment dated as of July 1, 2007 (the "Collateral Assignment"), and an Assignment of Facility Documents dated as of July 1, 2007 (the "Assignment of Facility Documents"). The Bond Indenture, Membership Interests Pledge Agreement, Purchase Deposit Refund Guaranty Agreement, Completion Guaranty, Development Agreement, Management and Marketing Agreement, Collateral Assignment, Assignment of Facility Documents and all other agreements executed in connection with or otherwise serving as collateral in connection with the same are collectively referred to herein as the "Bond Documents".

Amount and Priority of the Indenture Trustee's Claim.

The Debtor commenced its Chapter 11 Bankruptcy Case on October 19, 2009 (the "Petition Date"). The liquidated amounts of the Linden Ponds Indenture Trustee ERC Claims as of the Petition Date include, without limitation, obligations under the Membership Interests Pledge Agreement in the amount of not less than \$147,537,752.84, comprised of principal in the amount of \$145,125,000, accrued and unpaid interest in the amount of \$2,406,252.84 and accrued and unpaid expenses in the amount of not less than \$6,500. The liquidated amounts of

the Linden Ponds Indenture Trustee ERC Claims as of the Petition Date also include, without limitation, obligations under the Purchase Deposit Refund Guaranty Agreement in the amount of not less than \$145,000,000.

In addition to these amounts, the Linden Ponds Indenture Trustee ERC Claims include costs of collection accrued as of the Petition Date, including, but not limited to, fees and expenses, including attorneys' fees, all as more fully set forth and described in the Bond Documents.

The Indenture Trustee additionally asserts contingent and/or unliquidated claims against the Debtor for any damages or losses that the Indenture Trustee or the Bondholders may suffer as a result of the Debtor's breach of the Bond Documents, including any breach of indemnity obligations in the Bond Documents, and any claims and remedies that may exist against the Debtor related to the issuance of the Linden Ponds Bonds. These claims include, without limitation, any breach of the Development Agreement resulting from construction delays and/or construction defects at the Linden Ponds community.

All proceeds from the claims described herein with respect to the Purchase Deposit Refund Guaranty Agreement, Completion Guaranty, Development Agreement and other pledged agreements described herein, and all distributions thereon are collateral of the Indenture Trustee, and the Indenture Trustee otherwise asserts this claim as transferee of rights in and/or relating to those agreements pursuant to Bankruptcy Rule 3001(e)(3) and other applicable law. The rights of the transferor and transferee are set forth in the Bond Documents.

The Indenture Trustee asserts the right to recover post-petition amounts due pursuant to, inter alia, Bankruptcy Code Section 503, ongoing costs of collection (including attorney's fees), principal, interest, premium, fees, costs and charges, which amounts may be unliquidated in

whole or in part and continue to accrue, and the right to assert any additional claims including unsecured claims, administrative expense claims, priority and/or super-priority claims pursuant to, inter alia, Bankruptcy Code §§ 365, 507(a)(2) and 503(b)(3) and 503(b)(5).

Security for the Indenture Trustee's Claim.

The Linden Ponds Indenture Trustee ERC Claims are secured, inter alia, by the liens described in the Membership Interests Pledge Agreement. The Linden Ponds Indenture Trustee ERC Claims may be additionally secured, inter alia, by setoff rights, all of which the Indenture Trustee expressly reserves. Without waiving the Indenture Trustee's rights under Bankruptcy Code § 1111(b)(2), the claims asserted in this claim are secured to the extent of the value of this security and unsecured for any deficiency.

Payments on Account of the Indenture Trustee's Claim.

The Indenture Trustee demands that all monies or other property payable or deliverable on account of the claims set forth in this proof of claim be delivered to it for distribution and/or payment pursuant to the terms of the Bond Documents (including, without limitation for payment of fees and expenses of the Indenture Trustee as set forth therein).

Additional Terms, Conditions.

Holders of the Linden Ponds Bonds in their individual capacities may have separate claims against the Debtor that are not included in this proof of claim and this proof of claim shall be without prejudice to such separate claims.

The Indenture Trustee expressly reserves its right to amend or supplement this proof of claim (including, but not limited to, for purposes of fixing the amount of interest or additional fees, costs, and expenses referred to herein) at any time and in any respect.

This proof of claim is made without prejudice to the filing by the Indenture Trustee of additional proofs of claim with respect to any other indebtedness or liability of the Debtor to the Indenture Trustee, including, but not limited to any claim arising from any judgment entered in connection with the Bond Documents. The Indenture Trustee also expressly reserves all claims it holds against parties other than the Debtor. The Trustee reserves all rights as to the nature, characterization and substance of the Bond Documents.

By executing and filing this proof of claim, the Indenture Trustee does not waive any right to any security or any other right or rights with respect to the claim it has or may have against the Debtor or any other person or persons. The filing of this proof of claim is not intended and should not be construed to be an election of remedies or waiver of any past, present or future defaults or events of default under the Bond Documents.

The Indenture Trustee submits itself to the jurisdiction of the United States District Court for the Northern District of Texas and, to the extent the United States Bankruptcy Court for the Northern District of Texas may constitutionally exercise the powers of the District Court, to the Bankruptcy Court solely for the purpose of the resolution of the claims set forth herein. The Indenture Trustee objects to the exercise of jurisdiction by the District Court or the Bankruptcy Court over the Indenture Trustee or over any cases or controversies concerning the Indenture Trustee for any other purpose. The Indenture Trustee hereby demands trial by jury on all issues so triable.

ACTIVE 4839360v.1

Northern District of Texas Claims Register

09-37010-sgj11 Erickson Retirement Communities, LLC

Judge: Stacey G. Jernigan **Chapter:** 11

Office: Dallas

Last Date to file claims: 02/28/2010

Trustee:

Last Date to file (Govt):

| | | |
|--|---|---|
| Creditor: (13036748) Wells Fargo Bank National Association | Claim No: 41 Original Filed Date: 02/26/2010 Original Entered Date: 02/26/2010 | Status: Filed by: CR Entered by: Rerko, Cynthia Modified: |
|--|---|---|

Secured claimed: \$292537752.84

Total claimed: \$292537752.84

History:

Details 41-1 02/26/2010 Claim #41 filed by Wells Fargo Bank National Association, total amount claimed: \$292537752.84 (Rerko, Cynthia)

Description:

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 | \$292537752.84 | |
| Priority | | |
| Unknown | | |
| Administrative | | |
| Total | \$292537752.84 | \$0.00 |