


UNITED STATES BANKRUPTCY COURT Northern District of Texas		PROOF OF CLAIM
Name of Debtor: Columbus Campus LLC		Case Number: 09-37019
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.
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		Court Claim Number: _____ (If known)
Telephone number: (617) 542-6000		Filed on: _____
Name and address where payment should be sent (if different from above): Virginia Housum, Wells Fargo Bank Minnesota, N.A., MAC #N9303-120, 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: <u>\$ not less than \$26,443,401.88</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 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.		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.
2. Basis for Claim: <u>See Attached Statement</u> (See instruction #2 on reverse side.)		<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).
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.)		<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).
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input 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"/> 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).
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: <u>See Attached Statement</u>		<input checked="" type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(____). Amount entitled to priority: \$ _____ *Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
Date: _____	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. Virginia Anne Housum VIRGINIA ANNE HOUSUM, VICE PRESIDENT	
_____ MAC N9311-115 625 MARQUETTE AVE. MINNEAPOLIS, MN 55479		FOR COURT USE ONLY Erickson Ret. Comm. LLC  01586

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.

(612) 667-7337

Addendum to Proof of Claim:
Claim of Wells Fargo Bank National Association in its capacity as indenture trustee
in In re Columbus Campus, LLC
(Chapter 11 Case No. 09-37019)

Wells Fargo Bank National Association, solely in its capacity as indenture trustee (“Indenture Trustee”) for those certain \$25,760,000 Hickory Chase Community Authority Infrastructure Improvement Revenue Bonds, Series 2008 (Hickory Chase Project) (the “Columbus Bonds”) submits this addendum to its proof of claim against Columbus Campus, LLC (the “Debtor”). As of the date the Debtor’s Chapter 11 case was filed, the claims described herein (the “Indenture Trustee Columbus Claims”) totaled not less than \$26,443,401.88.

Documents Supporting the Indenture Trustee’s Claim.

The documents supporting the Indenture Trustee Columbus 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 Indenture Trustee Columbus Claims are principally based on various documents that relate to the Debtor’s use of proceeds from the Bonds and the Debtor’s obligation to remit “Service Payments” as described in that certain Ordinance No. 07-23 (Amended), passed by the City Counsel for the City of Hilliard, Ohio on March 26, 2007 (the “Ordinance”); that certain Service Payment Agreement, made and entered into as of the 12th day of June, 2007 between the

City of Hilliard, Ohio and the Debtor, as amended, by that certain Amendment to Service Payment Agreement, dated as of January 29, 2008 (collectively, the "Payment Agreement"); and that certain Trust Agreement between Hickory Chase Community Authority and the Indenture Trustee, dated as of March 1, 2008 securing the Bonds (the "Trust Agreement"). The Ordinance, the Payment Agreement and the Trust Agreement 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 Indenture Trustee Columbus Claims as of the Petition Date total \$26,443,401.88, comprised of principal in the amount of \$25,760,000 and accrued and unpaid interest in the amount of \$683,401.88.

In addition to these amounts, the Indenture Trustee Columbus 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 Columbus Bonds.

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 Debtor's obligation to make the Service Payments are absolute and unconditional and are deemed a lien encumbering and running with the real property comprising the TIF Site (as defined in the Service Agreement), which lien has the same rights associated with it as real estate taxes and the same priority in accordance with Ohio revised Code sections 323.11 and 5709.91. In addition, the Indenture Trustee's claim is secured, inter alia, to the extent of all funds held pursuant to the Bond Documents (the "Funds"). Nothing herein should be construed as an admission that the Funds are property of the Debtor's estate. The Indenture Trustee's claim is also secured by the Debtor's obligation to remit Tax Increment Revenues as described in the Bond Documents. The Indenture Trustee's claim is additionally secured, among other things, by (i) setoff rights, all of which the Indenture Trustee expressly reserves; (ii) any and all liens provided by state and local law relating to the Debtor's real property tax obligations; and (iii) the obligations owed under the Bond Documents. 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 Columbus 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.

4840473v.1

MINTZ LEVIN

Ian A. Hammel | 617 348 1724 | iahammel@mintz.com

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617-542-6000
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February 26, 2010

VIA OVERNIGHT MAIL

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

Re: Proofs of Claim for various debtors in jointly administered chapter 11 cases
Erickson Retirement Communities, LLC, et al
Chapter 11 Case No. 09-37010

Dear Claims Agent:

Enclosed for filing in the referenced proceedings are 12 separate proofs of claim. Each claim is filed on behalf of one of the following creditors:

- Wells Fargo Bank National Association as successor indenture trustee for the \$81,945,000 Bucks County Industrial Development Authority Retirement Community Revenue Bonds (Ann's Choice, Inc. Facility) Series 2005A, Series 2005B-1, and Series 2005B-2;
- Wells Fargo Bank National Association as successor indenture trustee for the \$156,365,000 Massachusetts Development Finance Agency Revenue Bonds (Linden Ponds, Inc. Facility) Series 2007A, Series 2007B and Series 2007C;
- Wells Fargo Bank National Association as successor indenture trustee for the \$178,745,000 Illinois Finance Authority Revenue Bonds (Monarch Landing, Inc. Facility) Series 2007A and Series 2007B;
- Wells Fargo Bank National Association as indenture trustee for the \$25,760,000 Hickory Chase Community Authority Infrastructure Improvement Revenue Bonds, Series 2008; and/or
- U.S. Bank National Association as successor indenture trustee for the \$137,145,000 Illinois Finance Authority Revenue Bonds (Sedgebrook, Inc. Facility) Series 2007A and Series 2007B.

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.

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Letter to Claims Agent Regarding Claims.

February 26, 2010

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Please see that with respect to each claim, it is reflected in the claims register for the associated Chapter 11 case reflected on the face page of that claim.

Thank you for your attention to these matters.

Very truly yours,



Ian A. Hammel

IAH:jbl
Enclosure