

UNITED STATES BANKRUPTCY COURT Northern District of Texas (Dallas Division)

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):

Check this box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent:

20835749007609
CEFALU, DIMITRI
2338 APPLE RIDGE CIRCLE
MANASQUAN, NJ 08736

RECEIVED
FEB 27 2010
BMC GROUP

Court Claim Number: 52604 (If known)

Filed on: 10-19-09

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

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Telephone number:

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

1. Amount of Claim as of Date Case Filed: \$

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim.

Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).

Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).

Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).

Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).

Other - Specify applicable paragraph of 11 U.S.C. §507 (a)().

Amount entitled to priority: \$ 49,487.00

*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

2. Basis for Claim: (See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor:

3a. Debtor may have scheduled account as: (See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: Real Estate Motor Vehicle Other

Value of Property: \$ Annual Interest Rate %

Amount of arrearage and other charges as of time case filed included in secured claim,

if any: \$ Basis for perfection:

Amount of Secured Claim: \$ Amount Unsecured: \$

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

Date: 2-23-10

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.

[Handwritten Signature]

FOR COURT USE ONLY

Erickson Ret. Comm. LLC



01612

Senior Campus Living Holdings, L.L.C.


Growth Participation Plan
Certificate For

200 UNITS at the strike price of \$647.00

In The Growth Participation Plan Of
Senior Campus Living Holdings, L.L.C.
Granted To

Dimitri Cefalu

This certificate represents your right to the amount of Equity Units indicated above under the Senior Campus Living Holdings, L.L.C. Growth Participation Plan (the Plan). The designated holder of these Equity Units is entitled to all the rights, opportunities, values, and benefits of future financial growth of the Company as specified in the Plan. These Equity Units are granted in consideration of the holder's future contributions to corporate strategies and the holder's productive delivery of services that form the foundation of the Company's growth. These Equity Units may be transferred and redeemed only in accordance with the Plan and are otherwise fully subject to the provisions of the Plan.


John C. Erickson
Chairman

~~12/31/2001~~
Date

Case # 09-37010

Dimitri and Kathleen Cefalu
2338 Apple Ridge Circle
Manasquan, NJ 08736

**Erickson Retirement Communities, L.L.C.
Growth Participation Plan
Certificate For**

100 UNITS at the strike price of \$1051.74

**In The Growth Participation Plan Of
Erickson Retirement Communities Holdings, L.L.C.
Granted To**

Dimitri Cefalu

This certificate represents your right to the amount of Equity Units indicated above under the Erickson Retirement Communities Holdings, L.L.C. Growth Participation Plan (the Plan). The designated holder of these Equity Units is entitled to all the rights, opportunities, values, and benefits of future financial growth of the Company as specified in the Plan.

These Equity Units are granted in consideration of the holder's future contributions to corporate strategies and the holder's productive delivery of services that form the foundation of the Company's growth. These Equity Units may be transferred and redeemed only in accordance with the Plan and are otherwise fully subject to the provisions of the Plan.

**John C. Erickson
Chairman**

Date: 12/31/2004

Case # 09-37010

Dimitri and Kathleen Cefalu
2338 Apple Ridge Circle
Manasquan, NJ 08736

Case # 09-37010

Dimitri Cefalu

From: Mary Ann Lambrechts
Sent: Thursday, January 07, 2010 4:58 PM
To: Dimitri Cefalu
Subject: GPP information as requested

As a follow up to our conversation regarding your GPP account-

You were granted 200 units in the pre-2006 plan that had a 12/31/2005 value of \$125,948.00. That value was scheduled to be paid out to you in 4 annual installments. The pre-2006 plan gave one unit grant and no additional grants unless there was a promotion to a new grant level in the previous year.

You received the following payments from the old plan-

2006 payment	\$31,487.00
8/2/2007 payment	\$41,405.41 (includes interest)
5/29/2008 payment	\$35,737.75 (includes interest)

Payment scheduled for 2009 was \$31,487

The additional 100 units you mentioned show in the calculation in the new plan (which means you became eligible in 2005 and it was included in the 2006 grant). The new plan takes the new level or 300 and divides by 4 annual unit grants or $300 \text{ units} / 4 = 75 \text{ units per year}$.

You received 75 units in 2006 with a last announced value of \$170/unit or \$12,750.00
 You received 75 units in 2007 with a last announced value of \$70/unit or \$5,250.
 Your total value in the new plan is \$18,000

Remaining value in old plan \$31,487

Total remaining GPP value $18,000 + 31,487 = \$49,487.00$

Please let me know if you have any additional questions regarding your GPP account.

Thanks,
 Mary Ann

Mary Ann H. Lambrechts
Sr. Compensation Analyst
Erickson Retirement Communities
 410-402-2108 phone
 600-2108 internal
 410-314-7945 fax

Dimitri and Kathleen Cefalu
 2338 Apple Ridge Circle
 Manasquan, NJ 08736

2/23/2010

Case # 09-37010



*Dimitri and Kathleen Cefalu
2338 Apple Ridge Circle
Manasquan, NJ 08736*

June 15, 2007
Dimitri Cefalu
SEABR

Dear Dimitri,

As you are aware, the Growth Participation Plan (GPP) has undergone significant changes over the past year. We have now completed all of the necessary updates to the Plan document and collateral materials, and we are able to provide information on your personal position in the plan.

New Plan Information:

As we announced last year, we have converted the GPP from a long-term deferred compensation plan to a more current annual profit sharing arrangement. To that end, we enclose the amended GPP Plan Document along with an overview of the changes made to the plan and your grant of units. These changes are consistent with the communication received last year.

As an existing participant in the original Plan structure, you are eligible to receive the total New Participation Unit grant associated with your position in the new Plan. The total unit grant is 200 units. This grant will be issued in four installments of 50 units each over a four year period. The installments are similar to "rolling" options, and each will have a four year growth cycle. Any value that has accumulated over the four years for the installment will be paid per the terms of the restated Plan document.

The first installment of your grant of the New Participation Units was issued in 2006 and is deemed to have increased in value \$100 per New Participation Unit. The grant issuance is evidenced by this letter. We will not be issuing separate certificates.

Original Plan Balance:

In addition to new grants under the amended plan, we are in the second year of paying out your balance accrued under the original GPP through December 31, 2005. As was discussed at the annual meeting, we are a growth company and continue to utilize our capital to start new campuses (Tall Grass Creek in Kansas City and Ashby Ponds in Virginia) in addition to supporting existing communities. We are completing the refinancing of our capital in multiple campuses and will be positioned to both fund the second installment by the end of July as well as starting our 20th community, Hickory Chase, in Ohio this fall.

Your balance in the original plan was fixed in 2006, with one quarter paid last year. The remaining balance is earning 9% and the second payment is targeted to be paid by the end of July. Your balance is \$94,461.00 and the targeted 2007 installment, plus interest, is \$31,487.00. If you are not yet vested, the installment will be directed to the account at PenCal. As a reminder, the original Plan vesting remains at 5 years of service.

We will update you on this schedule as we progress through the summer. Thanks for all your support and commitment.

If you have any other questions regarding the GPP, please contact your Human Resources Department.

Sincerely,

The Plan Administrators