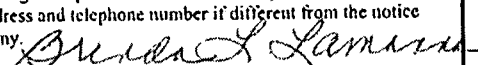



UNITED STATES BANKRUPTCY COURT      Northern District of Texas		<b>PROOF OF CLAIM</b>
Name of Debtor: Concord Campus, L.P.		Case Number: 09-37020(SGJ)
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of 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): Concord Township		<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:  Concord Township, Attn: Brenda L. Lamanna, Asst. Mgr./Twp. Secretary 43 Thornton Road, Glen Mills, PA 19342		
Telephone number: (610) 459-8911		
Name and address where payment should be sent (if different from above):		<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.
RECEIVED  FEB 27 2010  BMC GROUP		
Telephone number:		
1. Amount of Claim as of Date Case Filed:      \$ <u>123,264.48</u>		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:  \$ _____  *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.
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.		
1. 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>Real Estate Taxes</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: _____  Ja. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.  Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Tax Folio Nos. 13-00-00197 and 13-00-00233-00  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: \$ <u>123,264.48*</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: 02/26/2010	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.   Brenda L. Lamanna, Asst. Mgr./Twp. Secretary	
		FOR COURT USE ONLY  Erickson Ret. Comm. LLC  01616

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.

\*Amount subject to adjustment for late fees, interest, attorneys' fees & costs, etc.

***Concord Township, Garnet Valley School District  
Tax Office***

**677 Smithbridge Road  
Glen Mills, PA 19342  
610-496-6462 phone  
610-459-8917 fax**

November 25, 2009

Concord Campus LP  
100 Maris Grove Way  
Glen Mills, PA 19342

Re: Interim Tax Bill

Thank you for your interim tax payment of \$13,705.14 received 8/09/09. Upon reviewing our interim tax bills for the 2009 tax year I have discovered a billing error on the above referenced interim tax bill. The reassessment of the property was to be effective January 1, 2009 which would be for the entire 12 month tax year. However you were only billed for a six month period when the actual billing period is for twelve months.

As a result there is an additional \$13,705.14 due to Concord Township for the remaining 6 months of 2009. I have included the original interim bill and the revised bill. The calculation should be as follows:

$$\$29,632,730.00 \times .000925 = \$27,410.28$$

The original bill was incorrectly billed on 6 months as follows:

$$\$29,632,730.00 \times .000925 \times 6/12 = \underline{\$13,705.14} \text{ - outstanding}$$

If you have any questions or concerns you may contact Chrsi Lockwood, Deputy Tax Collector at 610-496-6462.

Very truly yours,

Christine E. Lockwood  
Deputy Tax Collector

## Property Tax Certification

### Garnet Valley School District/Concord To

Christine Lockwood, Deputy Tax Collector

677 Smithbridge Road  
Glen Mills, PA 19342

Phone 610-496-6462 Fax 610-459-8917  
email chrisilockwood@hotmail.com

To:

Owner Information	Property Information
CONCORD CAMPUS L P	<b>Location:</b> 100 MARIS GROVE WAY
100 MARIS GROVE WAY	<b>Property Size</b> 87.197AC LOT 2(5 COMPLEX)
GLEN MILLS PA 19342	<b>Description</b> MULTI BLDGS ASSIT LIVING
	<b>Assesment</b> 105507838
<b>Folio Number</b> 13000019710	<b>Report Date</b> 02/26/10

Current Year	School	Municipal:	Township	Reserve/OF	Fire Hydrant	Library	0.00	08,780.77
Disc Paid By: 08/31/09	*****	Paid By: 03/31/09	20,594.32	20,597.05	9,889.58	8,899.84	0.00	08,780.77
Face Paid By: 10/31/09	*****	Paid By: 06/31/09	30,198.29	21,017.40	10,091.39	8,877.39	0.00	70,184.47
Pen Pd After 10/31/09	*****	Paid After 05/31/09	33,218.12	23,119.14	11,100.53	0,785.13	0.00	77,202.92

Payment Date	Tax Type	Tax Year	Face Amount	Payment	Dis /Pen	Balance
10/15/09	S	2009	2816848.26	938949.42	0.00	1877898.84
03/26/09	M	2009	70184.47	68780.77	-1403.70	0.00
08/27/08	S	2008	1333372.33	1306704.88	-26667.45	0.00
03/24/08	M	2008	45504.10	44594.02	-910.08	0.00
09/05/07	S	2007	939203.27	920419.20	-18784.07	0.00
03/14/07	M	2007	1531.01	1500.39	-30.62	0.00

Tax payment history  
not including interims

Notice of uncollected school taxes in a prior year was turned in to Tax Claim.

This is to certify that the above information, referenced to the specific folio/parcel including any and all taxes and or fees collected by me on this specific property is to the best of my knowledge true and accurate.

Signed:

\_\_\_\_\_  
Christine Lockwood, Deputy Tax Collector

**REAL ESTATE TAXES AGREEMENT**

THIS AGREEMENT made as of the 13<sup>th</sup> day of December, 2005, by and among the TOWNSHIP OF CONCORD, the GARNET VALLEY SCHOOL DISTRICT and COUNTY OF DELAWARE (each individually a "Taxing Authority" and collectively, the "Taxing Authorities") and CONCORD CAMPUS, L.P., a limited partnership existing under the laws of the State of Maryland ("Concord Partnership").

**BACKGROUND**

WHEREAS, Concord Partnership wishes to acquire, subdivide and develop that certain parcel of land located between the intersection of Route 1, Route 322 and Brinton Lake Road, Concord Township, Delaware County, Pennsylvania and being formerly parts of Tax Folio Numbers 13-00-00197-10 and 13-00-00233-00 and containing 87.197 acres, more or less, approximately as shown on Exhibit "A" (the "CCRC Property"), as a continuing care retirement community, intended to eventually include approximately 1,510 independent living units, approximately 100 assisted living units and approximately 140 skilled nursing units, and accessory buildings and related improvements and uses; and

WHEREAS, Concord Partnership has advised the other parties hereto that it intends to transfer title to the CCRC Property to or hold title to the CCRC Property as an entity which qualifies as a tax-exempt organization as defined in Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, notwithstanding title to the CCRC Property being held by such a 501(c)(3) organization, Concord Partnership agrees that it shall not seek or cause the CCRC Property or any portion thereof to be classified as exempt, in whole or in part, from the obligation for

payment of real estate taxes levied by Delaware County, Concord Township and Garnet Valley School District; and

WHEREAS, Concord Partnership has agreed that in the event that the CCRC Property at any time becomes exempt from real estate taxes during the term hereof, Concord Partnership (or its successor in title to the Property) shall make a voluntary payment in lieu of school district, county and township real estate taxes with respect to the CCRC Property.

NOW, THEREFORE, the Taxing Authorities and Concord Partnership, in consideration of the foregoing recitals, which are incorporated herein by reference hereto, and of the mutual undertakings set forth herein and for good and valuable consideration, receipt of which is hereby acknowledged, covenant and agree as follows:

1. **Term.** The term (the "Term") of this Agreement shall commence on the date Concord Partnership acquires the CCRC Property and shall conclude on December 31, 2055.
2. **Real Estate Taxes.** The CCRC Property shall be subject to assessment and the payment of real estate taxes in accordance with all generally applicable laws. Concord Partnership shall pay real estate taxes levied by the Taxing Authorities (collectively, the "Real Estate Taxes") based on the then current assessment of the CCRC Property and the then current millage rate applicable to the particular Taxing Authority. Concord Partnership, and its successors and assigns, shall have any and all rights generally available under applicable law to owners of real property in Concord Township, Pennsylvania with respect to the payment of Real Estate taxes and with respect to assessment of property for Real Estate taxes purposes, including, but not limited to, the right, by challenge, appeal or otherwise, to have any assessment of the CCRC Property reduced or modified.

3. **Taxes Included in Agreement.** This Agreement shall apply to all Real Estate Taxes imposed with respect to the CCRC Property during any tax year during the Term. It is understood and agreed that should the CCRC Property otherwise qualify for exempt status pursuant to the Pennsylvania real estate tax assessment laws, said CCRC Property, even though tax exempt, shall then be subject to payment in lieu of taxes ("PILOT") as set forth herein.

4. **Annual PILOT Payment Amounts.** Should the CCRC Property qualify for exempt status from payment of Real Estate Taxes during the Term of this Agreement, and only if such CCRC Property becomes exempt from Real Estate Taxes, Concord Partnership or its successor in title to the CCRC Property then shall annually pay to each of the Taxing Authorities in lieu of Real Estate Taxes a PILOT payment amount calculated as follows:

- (a) Each PILOT payment shall be based on an assessed value of the CCRC Property. The then applicable millage rates of each of the Taxing Authorities shall be applied to the assessed value of the CCRC Property. PILOT payments shall be made in accordance with the millage rates of each of the Taxing Authorities, so that each shall receive a PILOT payment equal to the amount of Real Estate Taxes to which it would have been entitled for the CCRC Property had the CCRC Property not become exempt.
- (b) PILOT payments shall be billed by and payable to each of the Taxing Authorities in accordance with the same schedule generally applicable to the billing and payment of Real Estate Taxes within its particular taxing district, including discount and penalty periods.
- (c) If there occurs during the Term a change in the assessment of the CCRC Property, for any reason, PILOT payments shall be adjusted accordingly. If a millage rate generally imposed is otherwise increased or decreased, such newly imposed millage rate shall apply to the PILOT Payment.

5. **Events of Default.** The following shall constitute an Event of Default hereunder:

- (a) Failure to pay any sum owed to any of the Taxing Authorities hereunder on the date such sum is due, unless the obligation to make such payment

(or the amount thereof) is then currently under appeal or being contested or challenged in an appropriate administrative or court proceeding.

6. **Remedies.** Upon the occurrence of an Event of Default, the Taxing Authorities, at its option, may:

- (a) bring action against the then current owner of the CCRC Property to enforce the provisions of this Agreement and/or to collect any sums due hereunder; or
- (b) impose and enforce a municipal lien without objection from CCRC against the CCRC Property. (Notwithstanding anything contained herein to the contrary, nothing contained herein shall be considered or construed to waive the right of Concord Partnership (or its successor) to contest or litigate the issue of whether an Event of Default has occurred. Concord Partnership (or its successor) shall have the right to defend and/or contest any claim of the occurrence of an Event of Default hereunder.)

7. **Transfer of Any Interest in the CCRC Property; Recording.** The parties hereto acknowledge that Concord Partnership has or will cause to be recorded in the Office of Recorder of Deeds in and for Delaware County appropriate documentation creating a covenant running with the land in order to assure the Taxing Authorities that the agreements as set forth in this Agreement remain binding on the Concord Partnership and its successor and assigns. If, during the Term of this Agreement, Concord Partnership assigns its interest in any portion of the CCRC Property to another entity, Concord Partnership shall assign its rights and obligations under this Agreement, and this Agreement shall continue to apply and shall remain binding on the Taxing Authorities and such assignee. Upon such buyer's express assumption of Concord Partnership's duties and obligations under this Agreement, Concord Partnership then shall be released from any further obligation hereunder.

8. **Miscellaneous.** This Agreement represents the entire agreement between the parties hereto and shall not be modified except by written instrument executed by the parties hereto. The Agreement and all disputes arising under the Agreement shall be governed,

construed and decided in accordance with the laws of the Commonwealth of Pennsylvania, and venue in any related litigation shall be in the Court of Common Pleas of Delaware County. The Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute but one and the same instrument. The headings do not in any way define, limit, describe or amplify the provisions of the Agreements or the scope or intent of the provisions.

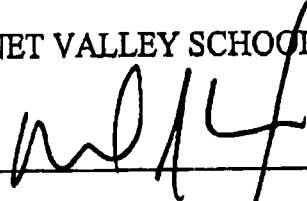


IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused these presents to be executed as of the date first above written.

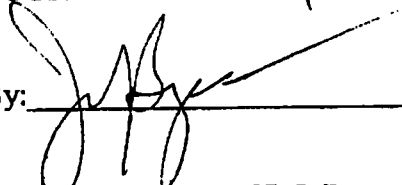
CONCORD TOWNSHIP

By: 

GARNET VALLEY SCHOOL DISTRICT

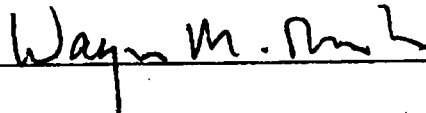
By: 

COUNTY OF DELAWARE

By: 

CONCORD CAMPUS, L.P.,  
a Maryland limited partnership

By: Concord Campus GP, LLC, Its General Partner  
By: Erickson Retirement Communities, LLC,  
Member

By: 

LAW OFFICES

**MASCHMEYER KARALIS P.C.**

ARIS J. KARALIS\*  
PAUL B. MASCHMEYER  
CAMILLE SPINALE  
FRANK S. MARINAS  
ROBERT W. SEITZER\*  
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NEW JERSEY OFFICE  
----  
413 ROUTE 70 EAST  
SUITE 300  
CHERRY HILL, NJ 08034  
(856) 428-8400  
FAX (856) 428-8571

OF COUNSEL  
MARVIN KRASNY

\*ALSO MEMBER OF NJ BAR

February 26, 2010

**VIA FEDERAL EXPRESS**

ERC Claim Processing  
C/o BMC Group Inc.  
18750 Lake Drive East  
Chanhassen, MN 55317

Re: Erickson Retirement Communities, LLC, et al  
Bankruptcy No. 09-37010(SGJ) (Jointly Administered)


Dear Sir or Madam:

Enclosed please find an original and one copy of a Proof of Claim on behalf of Concord Township to be filed in the bankruptcy matter of Concord Campus, L.P., bankruptcy number 09-37020(SGJ). Please note this claim must be filed no later than February 28, 2010. Please forward a time-stamped copy of the Proof of Claim to me in the envelope provided for this purpose.

Thank you.

Very truly yours,

MASCHMEYER KARALIS P.C.

By:   
\_\_\_\_\_  
Robert W. Seitzer

RWS/jah  
Enclosures

cc: Brenda L. Lamanna, Asst. Mgr./Twp. Secretary  
Aris J. Karalis, Esquire