

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

PROOF OF CLAIM

Name of Debtor:
Dallas Campus, LP

Case Number:
09-37012

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):
Western Surety Company

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

Name and address where notices should be sent:

Harold E. McKee
Riordan McKee & Piper, LLC, 20 North Wacker Drive, Suite 910, Chicago, Illinois 60606

Court Claim Number: _____
(If known)

Telephone number:
(312) 663-9400

Filed on: _____

RECEIVED

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

FEB 27 2010
BMC GROUP

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: \$ 152,665.00

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.

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.

Specify the priority of the claim.

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

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: 7502

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).

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

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

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
Describe:

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).

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: \$ _____

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.

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

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.)

Amount entitled to priority:

\$ _____

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

*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 the documents are not available, please explain:

Date:
02/24/2010

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.

Harold E. McKee His Attorney

FOR COURT USE ONLY

Erickson Ret. Comm. LLC



01630

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re:)
) Case No. 09-37012
)
Dallas Campus, LP, et al.,¹) Chapter 11
)
)
Debtors.)
)

ERICKSON RETIREMENT COMMUNITIES, LLC
PROOF OF CLAIM ADDENDUM

Western Surety Company (“WSC”) hereby files this proof of claim for any and all amounts due or arising under a certain surety bond, a copy of which is attached as **Exhibit A** hereto (the “Surety Bond”),² which was issued by WSC on behalf of one or more of the debtor principals.³ Due to the voluminous nature of WSC’s bonding program for the debtor principals, WSC reserves its rights to include additional bonds or remove bonds from this claim.

WSC’s claim is based upon the Surety Bond and a certain General Agreement of Indemnity (the “GAI”) which was executed and delivered to WSC by the debtors Dallas Campus, LP (“DCLP”) and Erickson Retirement Communities, LLC (“Erickson”). A true and correct copy of the GAI is attached hereto as **Exhibit B**. DCLP, by its execution of the GAI, agreed to fully and completely exonerate, indemnify and hold WSC harmless from and against any and all liability for losses and expenses of whatever kind or nature, including, without limitation, attorneys’ fees, court costs, litigation expenses, and consultants’ fees, which WSC has sustained or incurred or will sustain or incur as a result of issuing the Surety Bond. WSC, induced by and in reliance upon the promises made by DCLP in the GAI, issued the Surety Bond.

Pursuant to the Surety Bonds, WSC is obligated to pay the just claims of the obligees thereto in accordance with the terms and conditions thereof. As the work is not completed and/or the Surety Bond has not been released by the obligee, WSC has potential liability at this time. To the extent that a claim is made on the Surety Bond, the debtor is obligated to indemnify

¹ The Debtor principals consist of: Erickson Retirement Communities, LLC (09-37010); Concord Campus, LP (09-37020); Dallas Campus, LP (09-37012); Erickson Construction LLC (09-37016); Littleton Campus, LLC (09-37023); Novi Campus, LLC (09-37025); and Warminster Campus, LP (09-37026).

² The inclusion of any of the Surety Bonds in this proof of claim shall not be deemed an admission of WSC’s provision of coverage thereunder. WSC specifically reserves any and all rights and defenses of the debtor principals and of WSC under each of the Surety Bonds.

³ Nothing contained herein shall be construed as a waiver by WSC of the current penal sum of each of the Surety Bonds.

and reimburse WSC for any amounts paid thereunder, together with any amounts due under the GAI.

Accordingly, WSC submits this unsecured contingent claim in the amount of \$152,665.00 to protect itself in the event it receives future claims on the Surety Bond.

WSC expressly reserves its right to amend its Proof of Claim in accordance with and pursuant to applicable Federal Rules of Bankruptcy Procedure.

Exhibit A

Bond No. 929361807

DEVELOPMENT BOND

STATE OF TEXAS §
§
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENCE: That Dallas Campus, LP

whose address is 18383 Preston Road, Suite 330, Dallas, TX 75252

hereinafter called Principal, and Western Surety Company, a corporation

organized and existing under the laws of the state of South Dakota, and fully authorized to transact business in the State of Texas, as Surety are held and firmly bound unto the City of Dallas, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter

One Hundred Fifty Two Thousand Six
called City, in the penal sum of Hundred Sixty Five Dollars and 00/100 DOLLARS, (\$152,665.00) plus 10 percent of the stated penal sum as an addition sum of money representing additional court expenses and attorneys' fees arising out of or connected with the below identified obligations, in lawful money of the United States, to be paid in Dallas County, Texas, for the payment of which sum well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE OBLIGATION TO PAY SAME is conditioned as follows:

Whereas, the Principle has filed a plat for approval by City of the Erickson @ Dallas

Campus Addition, a real estate development located in the city and County of Dallas, Texas (hereinafter called "the development"); and

Whereas, in accordance with the applicable plat and development regulations of City, Principal has entered into a private development contract numbered 311T-7256, dated July 7, 2005, for construction of certain public improvements (to be dedicated to City) for the benefit of the development; and

Whereas, in the event of bankruptcy, default or other nonperformance by Principal, claims against Principal or the development may be left without adequate satisfaction.

NOW, THEREFORE, if the Principal shall well, faithfully and timely make payment to the construction contractor for work properly performed under the aforementioned private development contract in accordance with the terms and conditions of said contract for payment, and, if Principal shall fully indemnify and save harmless the City from all costs and damages which City suffer by reason of failure to make payment and shall fully reimburse and repay City all outlay and expense which City may incur in making good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

PROVIDED FURTHER, that this Bond shall automatically be increased by the amount of any change order, Supplemental Agreement or Amendment which increases the price of the aforementioned contract, but in no event shall a Change Order, Supplement Agreement or Amendment which reduces the contract price decrease the penal sum of this Bond.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, exclusive venue shall lie in Dallas County, State of Texas.

AND PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time alteration or addition to the terms of any contract for public improvements for the benefit of the development shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of such contracts.

This Bond is given pursuant to the provisions of Article 1015r of Vernon's Annotated Civil Statutes, as may be amended from time to time.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in One (1) copies, each one of which shall be deemed an original, this, the 19th day of July, 2005.

ATTEST:

PRINCIPAL
Dallas Campus, LP

BY: _____ Secretary

ATTEST:

SURETY
Western Surety Company

6011 University Blvd., Suite 490, Ellicott City, MD 21043

BY: _____
Attorney-in-Fact
Brian P. Gibson

The Resident Agent of the Surety in Dallas County, Texas, for delivery of notice and service of process is:

NAME: CNA Surety

STREET ADDRESS: 600 North Pearl Street, 17th Floor, Dallas, TX 75201

(NOTE: Date of Performance Bond must be date of Contract. If Resident Agent is not a corporation, give a person's name.)

Exhibit B

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania
The Continental Insurance Company
Firemen's Insurance Company of Newark, New Jersey
Western Surety Company
Universal Surety of America
Surety Bonding Company of America

CNA Surety

333 South Wabash
Chicago, IL 60604

GENERAL AGREEMENT OF INDEMNITY

This Agreement entered into by and between the undersigned, herein called the Indemnitors, and Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, Pennsylvania, The Continental Insurance Company, Firemen's Insurance Company of Newark, New Jersey, Western Surety Company, Universal Surety of America, Surety Bonding Company of America and their successors, assigns, affiliates, and subsidiary companies, CNA Surety, 333 South Wabash, Chicago, IL 60604, as the case may be, any one or all hereinafter called the Company, witnesseth:

WHEREAS, in the transaction of business certain bonds, undertakings and other writings obligatory in the nature of a bond, hereinafter referred to as "bond" or "bonds," may have heretofore been, and may hereafter be, required by, for, or on behalf of the undersigned Indemnitors or any one or more of the Indemnitors in whose bonds and undertakings the Indemnitors do hereby affirm to have a substantial material or beneficial interest, and as a condition precedent to the execution of any and all such bonds, the Company requires execution of this General Agreement of Indemnity.

NOW, THEREFORE, in consideration of the premises, and of the execution or continuance of such bonds, and for other good and valuable considerations, the undersigned Indemnitors do, for themselves, their heirs, executors, administrators and assigns, jointly and severally, agree with the Company as follows:

1. The Indemnitors will pay to the Company, at its Office in Chicago, Illinois, premiums and charges at the rates and at the times specified in respect to each such bond in the Company's schedule of rates, which, with any additions or amendments thereto, is by reference made a part hereof, and will continue to pay the same where such premium or charge is annual, until the Company shall be discharged and released from any and all liability and responsibility upon and from each such bond or matters arising therefrom, and until the Indemnitors shall deliver to the Company at its Office in Chicago, Illinois, competent written evidence satisfactory to the Company of its discharge from all liability on such bond or bonds.

2. The Indemnitors will indemnify and save the Company harmless from and against every claim, demand, liability, cost, charge, suit, judgment and expense which the Company may pay or incur in consequence of having executed, or procured the execution of such bonds, or any renewals or continuations thereof or substitutes therefore, including, but not limited, to fees of attorneys, whether on salary, retainer or otherwise, and the expense of procuring, or attempting to procure, release from liability, or in bringing suit to enforce the obligation of any of the Indemnitors under this Agreement. In the event the Company deems it necessary to make an independent investigation of a claim, demand or suit, the Indemnitors acknowledge and agree that all expense attendant to such investigation is included as an indemnified expense. In the event of payments by the Company, the Indemnitors agree to accept the voucher or other evidence of such payments as prima facie evidence of the propriety thereof, and of the Indemnitors' liability therefore to the Company.

3. Payment shall be made to the Company by the Indemnitors as soon as liability exists or is asserted against the Company, whether or not the Company shall have made any payment therefore. Such payment shall be either equal to the larger of (a) the amount of any reserve set by the Company, or (b) such amount as the Company, in its sole judgment, shall deem sufficient to protect it from loss. The Company shall have the right to use the deposit, or any part thereof, in payment or settlement of any liability, loss or expense for which the Indemnitors would be obligated to indemnify the Company under the terms of this Agreement. If for any reason the Company shall deem it necessary to increase a reserve to cover any possible liability or loss, the Indemnitors will deposit with the Company, immediately upon demand, a sum of money equal to any increase thereof as collateral security to the Company for such liability or loss.

4. The Indemnitors immediately upon becoming aware of any demand, notice, or proceeding preliminary to determining or fixing any liability with which the Company may be subsequently charged under any such bond, shall notify the Company thereof in writing at its Office, CNA Surety, 333 South Wabash, Chicago, Illinois 60604.

Date October 18th, 2004 Initial(s) _____

5. The Company shall have the exclusive right to determine for itself and the Indemnitors whether any claim or suit brought against the Company or the principal upon any such bond shall be settled or defended and its decision shall be binding and conclusive upon the Indemnitors.

6. The Company, and its designated agents, shall, at any and all reasonable times, have free access to the books and records of the Indemnitors. The Indemnitors hereby authorize the Company to obtain a credit report at the time this Agreement is secured, in any review or renewal, at the time of any potential or actual claim, or for any other legitimate purpose as determined by the Company in its reasonable discretion.

7. If such bond be given in connection with a contract, the Company is hereby authorized, but not required, to consent to any change in the contract or in the plans or specifications relating thereto and to make or guarantee advances or loans for the purpose of the contract without necessity of seeing to the application thereof, it being understood that the amount of all such advances or loans, unless repaid with legal interest by the Contractor to the Company when due, shall be conclusively presumed to be a loss hereunder.

8. In the event the Indemnitors, or any of them, shall (a) fail to pay any premium charge when due, or (b) fail to pay any amounts due under paragraphs 2 or 3, or (c) abandon, forfeit or breach such contract, or (d) breach any bond given in connection therewith, or (e) fail, neglect or refuse to pay for any labor or materials used in the prosecution of such contract, or (f) have proceedings instituted against them, or any of them, alleging that they are insolvent, or for the appointment of a receiver or trustee for the benefit of creditors, whether such Indemnitor(s) are insolvent or not, or (g) have proceedings instituted against them, or any of them, the effect of which may be to deprive any of them of the use of any part of the equipment used in connection with the work under the contract so as to hinder, delay or impede the normal satisfactory progress of the work (hereinafter individually and collectively referred to as "Event of Default"), the Company shall have the right, but not the obligation, to take possession of the work under the contract and under any other contract in connection with which the Company has given its bond or bonds within the purview of this Agreement and, at the expense of the indemnitors, to complete the contract(s), or cause, or consent, to the completion thereof.

9. The Indemnitors hereby assign, transfer, and set over to the Company (to be effective as of the date of such bond or bonds, but only in the Event of Default), all of their rights under the contract(s), including their right, title and interest in and to all subcontracts let in connection therewith; all machinery, plant, equipment, tools and materials which shall be upon the site of the work or elsewhere for the purposes of the contract(s), including all materials ordered for the contract(s); and any and all sums due under the contract(s) at the time of such default, or which may thereafter become due, and the Indemnitors hereby authorize the Company to endorse in the name of the payee, and to receive and collect any check, draft, warrant or other instrument made or issued in payment of any such sum, and to disburse the proceeds thereof.

10. The Indemnitors understand and agree that the circumstances, financial or otherwise, of any one or more of the Indemnitors may change substantially over the period of this Agreement and the Indemnitors therefore agree to keep themselves fully informed as to the business activities and financial affairs of any one or more of the Indemnitors and of the risks being engaged in so that the Indemnitors are always aware of the risks or hazards in continuing to act as Indemnitors. The Indemnitors hereby expressly waive any notice from the Company of any fact or information coming to the notice or knowledge of the Company affecting its rights or the rights or liabilities of the Indemnitors.

11. In the event of any claim or demand being made by the Company against the Indemnitors, or any one or more of the parties so designated, by reason of the execution of a bond or bonds, the Company is hereby expressly authorized to settle with any one or more of the Indemnitors individually, and without reference to the others, and such settlement or composition shall not affect the liability of any of the others, and the Indemnitors hereby expressly waive the right to be discharged and released by reason of the release of one or more of the joint debtors, and hereby consent to any settlement or composition that may hereafter be made.

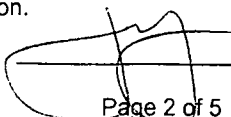
12. The Company is not required, by reason of any applications for a bond or by reason of having issued a previous bond or bonds or otherwise, to execute or procure the execution of or participate in the execution of any such bond or bonds and the Company, at its option, may decline to execute or to participate in or procure the execution of any such bond without impairing the validity of this Agreement. The Indemnitors understand and agree that other than for the entity issuing a bond, no other entity included within the definition of the "Company" in this Agreement assumes any obligation whatsoever with respect to either this Agreement or such bond.

13. If the Company procures the execution of such bonds by other companies, or executes such bonds with co-sureties, or reinsures any portions of such bonds with reinsuring companies, then all the terms and conditions of this Agreement shall apply and operate for the benefit of such other companies, co-sureties and reinsurers as their interests may appear.

14. The liability of the Indemnitors hereunder shall not be affected by the failure of the Indemnitors to sign any such bond, nor by any claim that other indemnity or security was to have been obtained, nor by the release of any indemnity, nor the return or exchange of any collateral that may have been obtained and if any party signing this Agreement is not bound for any reason, this Agreement shall still be binding upon each and every other party.

15. This Agreement may be terminated by the Indemnitors, or any one or more of the parties so designated, upon written notice sent by registered mail to the Office of the Company, CNA Surety, 333 South Wabash, Chicago, Illinois 60604, of not less than twenty (20) days. In no event, however, shall any such termination notice operate to modify, bar, discharge, limit, affect or impair the liability of any party hereto, with respect to, upon or by reason of any and all such bonds, undertakings and obligations executed prior to the date of the Company's receipt and notice of such termination.

Date October 18th, 2004 Initial(s) _____



16. Indemnitors agree that their liability shall be construed as the liability of a compensated Surety, as broadly as the liability of the Company is construed toward its obligee.

17. The Indemnitors understand and agree that this document is a continuing agreement to indemnify over an indefinite period and that bonds and undertakings issued by the Company pursuant to this Agreement may vary widely in amounts and nature and that the Indemnitors will be bound by all such bonds and undertakings, and any increases in the penal limits of such bonds and undertakings.

18. If any provision or provisions, or portion thereof, of this Agreement shall be void or unenforceable under the laws of any jurisdiction governing its construction, this Agreement shall not be void or vitiated thereby, but shall be construed and enforced with the same effect as though such provision or provisions, or portion thereof, were omitted.

19. This Agreement shall constitute a Security Agreement and a Financing Statement for the benefit of the Company in accordance with the Uniform Commercial Code and any similar statute and may be so used by the Company without in any way abrogating, restricting or limiting the rights of the Company. The Company may add such schedules to this Agreement describing specific items of security covered hereunder as shall be necessary. For the purpose of recording this Agreement, a photocopy of this Agreement acknowledged before a Notary Public as being a true copy hereof shall be regarded as an original. The foregoing rights of the Company to use this Agreement as a Security Agreement and a Financing Statement and to add Schedules to this Agreement shall be binding as of the effective date of this Agreement, but the Company's right to exercise the rights granted to it under this paragraph shall be conditioned upon the occurrence of an Event of Default.

20. This Agreement applies to bonds, undertakings and other writings obligatory in the nature of a bond, written by the Company on behalf of or for the benefit of the undersigned Indemnitors and any and all of their wholly or partially owned subsidiary companies, successive subsidiaries whether direct or indirect, divisions or affiliates, partnerships, joint ventures or co-ventures or limited liability companies, or other entities, in which any of the undersigned Indemnitors, their wholly or partially owned subsidiary companies, successive subsidiaries whether direct or indirect, divisions or affiliates have an interest or participation whether open or silent; jointly, severally, or in any combination with each other; now in existence or which may hereafter be created or acquired. This Agreement and the Indemnitors' obligations hereunder may not be assigned without the prior written consent of the Company.

21. This Agreement is modified as set forth in Amendment 1 to this Agreement, which is attached and incorporated into this Agreement as if fully set forth herein and is acknowledged by the Company and all Indemnitors.

IN TESTIMONY WHEREOF, the Indemnitors have hereunto set their hands and affixed their seals this 18th day of October, 2004
(month) (year)

Dawn E. Hughes
Witness/Attest
701 Maiden Choice Lane, Baltimore, MD 21228
Street or P.O. Box City State

Erickson Retirement Communities, LLC
Jeffrey A. Jacobson (LS)
Executive Vice President and CFO
701 Maiden Choice Lane, Baltimore, MD 21228
Street or P.O. Box City State

Dawn E. Hughes
Witness/Attest
701 Maiden Choice Lane, Baltimore, MD 21228
Street or P.O. Box City State

Dallas Campus, L.P.
By: Dallas Campus GP, LLC, its General Partner
By: Erickson Retirement Communities, LLC, its Sole Member
Jeffrey A. Jacobson (LS)
Executive Vice President and CFO
701 Maiden Choice Lane, Baltimore, MD 21228
Street or P.O. Box City State

Amendment 1 to the General Agreement of Indemnity dated October 18th, 2004

Amendments:

22.

The execution of this Indemnity Agreement by any of the parties hereto shall not be in exoneration, termination, supersession or novation of any other Indemnity Agreement hereto or hereafter executed by such party or of any other undertaking of any of the Indemnitors to indemnify the Company, and the indemnity provided herein shall be in addition to and not in lieu thereof.

Company Representative: _____
Name & Title:

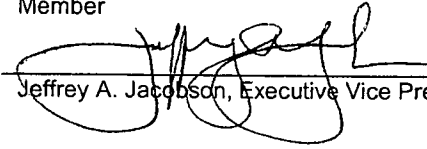
Indemnitors:

Erickson Retirement Communities, LLC

Dallas Campus, L.P.

By: Dallas Campus GP, LLC, its General Partner

By: Erickson Retirement Communities, LLC, its Sole Member



Jeffrey A. Jacobson, Executive Vice President and CFO

Jeffrey A. Jacobson, Executive Vice President and CFO

STATE OF Maryland)
COUNTY OF Baltimore) SS

On this 29th day of November, year 2004, before me personally appeared

Jeffrey A. Jacobson

to me known, who, being by me being duly sworn, did acknowledge and say that he/she is a member or manager of the limited liability company of Erickson Retirement Communities, LLC and that he/she is duly authorized to execute the foregoing agreement in the name of and for the limited liability company.

Lois M. Shaw

Notary Public

Commission expires _____

LOIS M. SHAW
NOTARY PUBLIC STATE OF MARYLAND
My Comm. Exp. October 1, 2008

STATE OF Maryland)
COUNTY OF Baltimore) SS

On this 29th day of November, year 2004, before me personally appeared

Jeffrey A. Jacobson, Executive Vice President and CFO of Erickson Retirement Communities, LLC, sole member of Dallas Campus GP, LLC

to me known, who, being by me duly sworn, did acknowledge and say that he/she/it is general partner/member of the partnership of

Dallas Campus, L.P.

and acknowledged that he/she executed the foregoing agreement as the act of the partnership.

Lois M. Shaw

Notary Public

Commission expires _____

LOIS M. SHAW
NOTARY PUBLIC STATE OF MARYLAND
My Comm. Exp. October 1, 2008



CORNELIUS F. RIORDAN
HAROLD E. McKEE
WILLIAM S. PIPER

20 NORTH WACKER DRIVE, SUITE 910
CHICAGO, ILLINOIS 60606
TEL: (312) 663-9400
FAX: (312) 663-1028
WEB ADDRESS: RMP-LLC.COM

STEPHANIE M. KEDDY
REGINA E. GAEBEL
JAMES D. MAJOR

HAROLD E. McKEE
DIRECT NO.: (312) 589-6033
EMAIL: HMCKEE@RMP-LLC.COM

OF COUNSEL:
LAURENCE A. VELCHEK
(LICENSED INDIANA)

February 26, 2010

Via Federal Express Overnight (Saturday Delivery)

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

**Re: Dallas Campus, LP
United States Bankruptcy Court, Northern District of Texas (Dallas Division)
Case No. 09-37012**

Attn: Erickson Retirement Communities, LLC Claims Processing:

I enclose for filing an original and two (2) copies of Western Surety Company's Proof of Claim against Dallas Campus, LP. Please file the original and return the file-stamped copies to my attention in the enclosed postage paid envelope. Thank you for your assistance and please feel free to call me with any questions you may have regarding this matter.

Very truly yours,

RIORDAN MCKEE & PIPER, LLC



Harold E. McKee

cc: Jerome C. Gardocky, Esq.