

UNITED STATES BANKRUPTCY COURT		Northern District of Texas	PROOF OF CLAIM
Name of Debtor: Erickson Construction, LLC		Case Number: 09-37016	
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): Iron Mountain Information Management, Inc. Name and Address Where Notices Should be Sent: Joseph Corrigan, Esq. Iron Mountain Information Management, Inc. 745 Atlantic Avenue, 10th Floor Boston, MA 02111 Tel. 617.535.4744 Fax 617.451.0409 Joseph.Corrigan@ironmountain.com		<input type="checkbox"/> Check 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 checked="" type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if this address differs from the address on the envelope sent to you by the court.	
Account or other number by which creditor identifies debtor: 04221. OM 2433		Check here if this claim <input type="checkbox"/> replaces <input type="checkbox"/> amends a previously filed claim, dated _____	
1. Basis For Claim <input type="checkbox"/> Goods sold <input checked="" type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes		<input type="checkbox"/> Other <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (Fill out below) Last four digits of social security number: _____ Unpaid compensation for services performed from _____ to _____	
2. Date Debt Was Incurred: 4/09 - 9/09		3. If Court Judgment, Date Obtained:	
4. Total Amount Of Claim At Time Case Filed: \$ <u>1,630.24</u> (unsecured) + \$ <u>859.00</u> (secured) + \$ _____ (priority) = \$ <u>2489.24</u> (Total)			
<input checked="" type="checkbox"/> If all or part of your claim is secured or entitled to priority, also complete items 5 or 6 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.			
5. Secured Claim <input checked="" type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other \$59 boxes of personal property in storage and any and all other stored property Value of Collateral \$ <u>859.00</u> Amount of arrearage and other charges at time case filed included in secured claim, if any \$ <u>equal to amt of secured claim</u>		7. Unsecured Priority Claim <input type="checkbox"/> Check this box if you have an unsecured priority claim. Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,000),* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 USC § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan - 11 USC § 507(a)(4) <input type="checkbox"/> Up to \$2,225* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Alimony, maintenance or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to gov't units - 11 U.S.C. 507(a)(8). <input type="checkbox"/> Other - specify applicable paragraph of 11 U.S.C. § 507(a) _____ <small>*Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>	
6. Unsecured Nonpriority Claim \$ 1,630.24 <input checked="" type="checkbox"/> Check this box if a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or c) none or only part of your claim is entitled to priority.		THIS SPACE IS FOR COURT USE ONLY	
7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.		THIS SPACE IS FOR COURT USE ONLY	
8. Supporting Documents: Attach copies of supporting documents such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.		THIS SPACE IS FOR COURT USE ONLY	
9. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped self-addressed envelope and copy of this proof of claim.		THIS SPACE IS FOR COURT USE ONLY	
Date: 2/25/2010		Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): Joseph Corrigan, Esq. Corporate Counsel	

Erickson Ret. Comm. LLC



01649

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

In re Erickson Construction, LLC

Ch. 11, Case No. 09-37016-sgj11

Bankr. N.D. of TX

Iron Mountain claims a warehouseman's lien, pursuant to Maryland Commercial Code § 7-209, in the 859 boxes of personal property, and any and all other property, that the above-named Debtor is storing with Iron Mountain. In the "VALUE OF DEPOSITS" section of the agreement between the Debtor and Iron Mountain, the parties agreed to a valuation of the property in the amount of \$1.00 per box. Thus, Iron Mountain asserts that its pre-petition claim of \$2,489.24 is secured in the amount of \$859.00 and unsecured in the amount of 1,630.24.

MD Code, Commercial Law, § 7-209

West's Annotated Code of Maryland Currentness
Commercial Law

☞ Title 7. Documents of Title (Refs & Annos)

☞ Subtitle 2. Warehouse Receipts; Special Provisions

→ § 7-209. Lien of warehouse

(a) A warehouse has a lien against the bailor on the goods covered by a warehouse receipt or storage agreement or on the proceeds thereof in its possession for charges for storage or transportation, including demurrage and terminal charges, insurance, labor, or other charges, present or future, in relation to the goods, and for expenses necessary for preservation of the goods or reasonably incurred in their sale pursuant to law. If the person on whose account the goods are held is liable for similar charges or expenses in relation to other goods whenever deposited and it is stated in the warehouse receipt or storage agreement that a lien is claimed for charges and expenses in relation to other goods, the warehouse also has a lien against the goods covered by the warehouse receipt or storage agreement or on the proceeds thereof in its possession for those charges and expenses, whether or not the other goods have been delivered by the warehouse. However, as against a person to which a negotiable warehouse receipt is duly negotiated, a warehouse's lien is limited to charges in an amount or at a rate specified in the warehouse receipt or, if no charges are so specified, to a reasonable charge for storage of the specific goods covered by the receipt subsequent to the date of the receipt.

(b) A warehouse may also reserve a security interest against the bailor for the maximum amount specified on the receipt for charges other than those specified in subsection (a), such as for money advanced and interest. The security interest is governed by Title 9.

(c) A warehouse's lien for charges and expenses under subsection (a) or a security interest under subsection (b) is also effective against any person that so entrusted the bailor with possession of the goods that a pledge of them by the bailor to a good-faith purchaser for value would have been valid. However, the lien or security interest is not effective against a person that before issuance of a document of title had a legal interest or a perfected security interest in the goods and that did not:

(1) Deliver or entrust the goods or any document of title covering the goods to the bailor or the bailor's nominee with:

(A) Actual or apparent authority to ship, store, or sell;

(B) Power to obtain delivery under § 7-403; or

(C) Power of disposition under § 2-403, § 2A-304(2), § 2A-305(2), § 9-320, or § 9-321(c) or other statute or rule of law; or

(2) Acquiesce in the procurement by the bailor or its nominee of any document.

(d) A warehouse's lien on household goods for charges and expenses in relation to the goods under subsection (a) is also effective against all persons if the depositor was the legal possessor of the goods at the time of deposit. In this subsection, "household goods" means furniture, furnishings, or personal effects used by the depositor in a dwelling.

(e) A warehouse loses its lien on any goods that it voluntarily delivers or unjustifiably refuses to deliver.

CREDIT(S)

Added by Acts 2004, c. 95, § 2, eff. Oct. 1, 2004.

ERICKSON RETIREMENT/DEVELOP.&CONSTR

Account # 04221.0M2433

Number	Transaction Date	Class	Original	Interest Accrued	Invoice Balance	Total Balance Due
9119177	30-Apr-09	Debit Memo	\$ 1,050.39	\$ 65.65	\$ 906.75	\$ 972.40
9119179	31-May-09	Debit Memo	\$ 300.59	\$ 15.03	\$ 300.59	\$ 315.62
9119181	30-Jun-09	Debit Memo	\$ 348.30	\$ 13.06	\$ 348.30	\$ 361.36
9119183	31-Jul-09	Debit Memo	\$ 346.00	\$ 8.65	\$ 346.00	\$ 354.65
9119185	31-Aug-09	Debit Memo	\$ 241.10	\$ 3.01	\$ 241.10	\$ 244.11
AWC9278	30-Sep-09	Invoice	\$ 241.10	\$ -	\$ 241.10	\$ 241.10

TOTAL PRE-PETITION	\$ 2,527.48	\$ 105.40	\$ 2,383.84	\$ 2,489.24
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BGA8742	31-Dec-09	Invoice	\$ 241.10	\$ 3.01	\$ 241.10	\$ 244.11
BJC5047	31-Jan-10	Invoice	\$ 241.10	\$ -	\$ 241.10	\$ 241.10

TOTAL POST-PETITION	\$ 482.20	\$ 3.01	\$ 482.20	\$ 485.21
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TOTAL OPEN INVOICES	\$ 3,009.68	\$ 108.41	\$ 2,866.04	\$ 2,974.45
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Customer Statistics Display

Cust Id: M2433	Cust Name: ERICKSON RETIREMENT/DEVELOP.&CONSTR
As of: 02/01/2010	MTD New Cub Ft: .00
Number of Boxes: 859	MTD Withdrawn Cub Ft: .00
Cubic Footage: 1.113.28	MTD Destroyed Cub Ft: .00

Dist Id	Dept Id	Media Type	Total Cub Ft	Adds Cub Ft	Withdrawn Cub Ft	Destroyed Cub Ft	C
>M			1,113.28	.00	.00	.00	

<NEXT(F1)> <JUMP(F3)> <TOTALS(F8)> <PRINT(F9)> <MENU(F12)>



IRON MOUNTAIN®

CUSTOMER AGREEMENT

IRON MOUNTAIN INFORMATION MANAGEMENT, INC.

Address of Iron Mountain Branch/District Office:

8200 Preston Ct

Jessup Md. 20794

Contract Effective Date:

1-108

FOR IRON MOUNTAIN PURPOSES ONLY

Account Number:

M1253

NAICS Code:

Branch/District Cost Ctr. No.:

469

CUSTOMER: Erickson Retirement Communities, LLC, on behalf of itself and as Manager of the Communities listed on Exhibit I

BILLING ADDRESS (If Different): Erickson Accts Payable
Corporate South

Street Address:

701 Maiden Choice Lane

Street or Box No.:

Mail Stop 101
PO 310

City:

Catonsville

State:

Md

Zip + 4:

21228-5968

City:

Linthicum

State:

Md

Zip + 4:

21090

Primary Contact and Title:

MONNA NABERS Corporate Document Manager

Billing Contact:

Erica Beckett

Telephone:

410-402-2573

Fax:

410-737-8851

Telephone:

410-883-4733

E-mail:

ebeckett@erickson.com

Fax:

Iron Mountain Information Management, Inc. ("Iron Mountain") will perform the services described on schedules annexed to this Agreement, either physically or by reference (each a "Schedule"), and Customer will pay Iron Mountain for such services according to the rates and provisions in the Schedules. All services will be provided subject to the terms and conditions set forth herein and in any Schedule. In order to keep Customer apprised of Iron Mountain's service offerings, new regulations that may be potentially be of interest to customers and similar information, Iron Mountain will, if an e-mail address is included above, add Customer to Iron Mountain's informational mailing list to receive newsletters and communications periodically through e-mail, electronic transmission or postal delivery. Upon Customer's receipt of the first such communication, in the event Customer elects not to receive subsequent newsletters and communications from Iron Mountain, Customer may "unsubscribe."

VALUE OF DEPOSITS. Customer declares, for the purposes of this Agreement, that (a) with respect to hard-copy records, microfilm and microfiche stored pursuant to this Agreement, the value of such stored items is \$1.00 per carton, linear foot of open-shelf files, container or other hard-copy storage unit, and (b) with respect to round reel tape, audio tape, video tape, film, data cartridges or data cassettes or other non-paper media stored pursuant to this Agreement, the value of such stored items is limited to the cost of replacing the physical media. Customer acknowledges that it has declined to declare an excess valuation, for which an excess valuation fee would have been charged.

LIMITATION OF LIABILITY. Aside from liability arising out of Iron Mountain's gross negligence or intentional misconduct, Iron Mountain's liability, if any, for loss or destruction of, or damage to, materials stored with Iron Mountain ("Deposits") is limited to the value of each Deposit as described above, or as otherwise set forth herein. Iron Mountain reserves the right to provide replacement of media for which liability is limited to replacement cost rather than payment of replacement cost. Iron Mountain's maximum liability with respect to services not related to storage is the amount paid by Customer for a discrete project or, if the loss is related to service of an ongoing and continuing nature, six months of fees paid by Customer for such service. Other limitations on Iron Mountain's and/or Customer's liability are set forth on the following pages.

CUSTOMER: ERICKSON RETIREMENT COMMUNITIES, LLC, ON BEHALF OF ITSELF AND AS MANAGER OF THE COMMUNITIES		IRON MOUNTAIN	
Individual Signing: [print name]	<i>[Signature]</i>	Individual Signing: [print name]	<i>Daryl Hendricks</i>
Signature:	<i>[Signature]</i> James W. Pryde, Jr., C.P.M. Senior Vice President Procurement Services and Chief Compliance Officer	Signature:	<i>[Signature]</i> VP
Title:		Title:	
Signing Date:	<i>January 2, 2008</i>	Signing Date:	<i>01/10/08</i>

STANDARD TERMS AND CONDITIONS

(Based on terms and conditions promulgated by Professional Records & Information Services Management)

The following terms and conditions shall apply to this Agreement.

- Term.** The term of this Agreement shall commence on the date of Customer's signature or, if later, the Effective Date set forth on the first page of this Agreement. The initial term of this Agreement shall continue for one (1) year after commencement, unless otherwise set forth in a Schedule. Unless otherwise provided in a Schedule, upon expiration of the initial term, the term will continue with automatic renewals for additional one (1) year terms, unless written notice of non-renewal is delivered by either party to the other not less than thirty (30) days prior to the expiration date. In the event that Iron Mountain continues to hold Deposits after the expiration or termination of this Agreement, the terms of this Agreement shall continue to apply until all of Customer's Deposits have been removed from Iron Mountain's facility, except that Iron Mountain may adjust rates upon thirty (30) days' written notice.
- Charges.** Rates and charges shall be as specified in Schedule A. Unless otherwise provided in Schedule A: The storage prices stated herein shall remain in effect during the first twelve (12) months of this Agreement. Thereafter, as of the anniversary date of the Effective Date of this Agreement (or, if the Effective Date is not so specified, as of the anniversary of the latest date on which either party signed the Agreement), and as of the anniversary date of each subsequent one-year term of this Agreement, Iron Mountain agrees not to increase storage pricing by more than the percentage change in the consumer price index for the applicable geographical region in which the corporate headquarters of the Customer is located [e.g., Northeast, Midwest, South or West] over the most recent twelve-month period plus two percent (2%). For purposes hereof, the consumer price index shall be that which is published by the United States Department of Labor, Clerical Workers (CPI-W), or, in the event that such index is no longer published, a comparable index selected by Iron Mountain and approved by the Customer, such approval not to be unreasonably withheld. Iron Mountain shall provide thirty (30) days' prior written notice to Customer of any price increase. The amount of any such increase shall be rounded up to the nearest whole cent. Transportation surcharges may be applied and changed monthly without notice in accordance with the fuel surcharge policy located at www.ironmountain.com/fuelsurcharge.

3. **Principal Records Service Provider.** The charges for the services set forth in the Schedule A are predicated upon the expectation that Customer will utilize Iron Mountain as its preferred commercial provider of the services covered by Schedule A. In the event that Customer does not so utilize Iron Mountain's services, Iron Mountain reserves the right to adjust rates and charges to the standard list rates and charges.
4. **Authorization; Customer Instructions.** Deposits may be delivered pursuant to direction of Customer's agent(s) identified pursuant to Iron Mountain's standards. Authority granted to any persons on standard authorization forms shall constitute Customer's representation that the identified persons have full authority to order any service for, or disposal or removal of, Customer's Deposits. Such orders may be given in person, by telephone or in writing (fax, electronically or hard-copy).
5. **Operational Procedures.** Customer shall comply with Iron Mountain's reasonable operational requirements, as modified from time to time, regarding containers, delivery/pick-up volumes, security, access and similar matters. Customer acknowledges that volume requests that exceed one hundred twenty-five percent (125%) of normal volume may require Iron Mountain to incur additional costs, which Customer will pay at Iron Mountain's overtime rates, provided that Iron Mountain shall have advised Customer thereof in advance.
6. **Force Majeure.** In no event shall either party be liable for delay or inability to perform caused by acts of God, governmental actions, labor unrest, acts of terrorism, riots, or other causes beyond its reasonable control.
7. **Governmental Orders.** Iron Mountain is authorized to comply with any subpoena or similar order related to the Deposits, provided that Iron Mountain notifies Customer promptly upon receipt thereof, unless such notice is prohibited by law. Customer shall pay Iron Mountain's applicable charges set forth in Schedule A for such compliance. Iron Mountain will cooperate with Customer's efforts to quash or limit any subpoena, at Customer's expense. Customer acknowledges that its shipments may be subject to inspection by federal, state or local government entities ("Government Inspectors"), and Customer authorizes Iron Mountain to fully cooperate with such inspections. Iron Mountain shall bear no responsibility for loss or damage to Deposits, or containers housing such Deposits, caused by Government Inspectors. Iron Mountain shall provide Customer with a detailed list of all deposits given to Government Inspectors under any subpoena, warrant or similar order.
8. **Confidentiality.** "Confidential Information" means any information contained in the Deposits and any information concerning or relating to the property, finances, business, residents and/or affairs of Customer (including any of its affiliates and the communities it manages) that is furnished to Iron Mountain or any of its contractors, except for information that was previously known to Iron Mountain free of any obligation to keep it confidential, is subsequently made public by Customer or is disclosed to Iron Mountain by a third party having a legal right to make such disclosure without any obligation of confidentiality. Iron Mountain agrees to hold all Confidential Information in confidence, to maintain appropriate physical, technical, and administrative safeguards reasonably designed to protect it from any disclosure to third parties, and to use it only for the benefit of Customer in the manner contemplated by this Agreement or as required by law and for no other purposes. Iron Mountain and its contractors shall not obtain any rights of any sort in or to the Confidential Information of Customer. Iron Mountain shall use the same degree of care to safeguard Confidential Information as it utilizes to safeguard its own confidential information, but in no case less than reasonable care.
9. **Liability in Event of Loss of Deposits.** Iron Mountain shall not be liable for any loss or destruction of, or damage to, Deposits, however caused, unless such loss or damage resulted from the failure by Iron Mountain to exercise such care as a reasonably careful person would exercise under like circumstances; Iron Mountain is not liable for loss or damage which could not have been avoided by the exercise of such care. If liable, the amount of Iron Mountain's liability is limited as provided on the first page hereof. Deposits are not insured by Iron Mountain against loss or damage, however caused. Customer may insure Deposits through third-party insurers for any amount, including amounts in excess of the limitation of liability. Customer shall cause its insurers of Deposits to waive any right of subrogation against Iron Mountain. If Deposits are placed in the custody of a common carrier for transportation, the common carrier shall be solely responsible for any loss or destruction of, or damage to, such Deposits while in the custody of the common carrier.
10. **Liability For Non-Storage Services.** With respect to services not related to the storage of Deposits, Iron Mountain shall not be liable for any loss or default unless such loss or default is due to the negligence or willful misconduct of Iron Mountain. If liable, the amount of Iron Mountain's damages is limited as provided on the first page hereof.
11. **No Consequential Damages, etc.** Aside from liability arising out of Iron Mountain's gross negligence or intentional misconduct, in no event shall either party be liable for any consequential, incidental, special or punitive damages, regardless of whether an action is brought in tort, contract or any other theory.
12. **Destruction of Deposits.** Customer releases Iron Mountain from all liability by reason of the destruction of Deposits pursuant to Customer's written direction. Except for those Deposits that Customer specifically identifies in writing as

not containing consumer information (as defined in 16 CFR Section 682), or personal data or as otherwise instructed by Customer, all other Customer Deposits will be destroyed by shredding, except for media that may be destroyed by pulverizing or incineration. Each such destruction shall be at the rates set forth in Schedule A.

13. **No Product Warranty.** In the event Iron Mountain sells any third party products to Customer under this Agreement, Iron Mountain will take reasonable and diligent steps to inspect such third party products to determine if they are in good and usable condition in accordance with the product specifications and shall not deliver them to Customer if Iron Mountain knows the product to be damaged or not working properly, or not meeting specifications. Iron Mountain hereby assigns to Customer any manufacturers' warranties applicable to any third party products sold by Iron Mountain pursuant to this Agreement, and agrees to deliver such third party products to Customer in new and undamaged condition, without any change or alteration or other condition that would void its original warranty. Iron Mountain will reasonably assist Customer in determining whether a manufacturer's warranty applies and in making such warranty claim if the claim cannot be made directly by Customer or the original warranty is not assignable. **WITH RESPECT TO PRODUCTS SOLD BY IRON MOUNTAIN TO CUSTOMER, IRON MOUNTAIN MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
14. **Notice of Claims.** Claims by Customer must be presented in writing within a reasonable time, and in no event longer than ninety (90) days after delivery or return of the Deposits to Customer or ninety (90) days after Customer is notified in writing that loss, damage or destruction to part or all of the Deposits has occurred.
15. **Filing of Actions.** No action may be maintained against Iron Mountain for loss, damage or destruction of Deposits, unless timely written claim has been given as provided in Section 14, and unless such action is commenced either within eighteen (18) months after: (i) the date of delivery or return of the Deposits by Iron Mountain; or (ii) the date Customer is notified in writing that loss, damage or destruction to part or all of the Deposits has occurred.
16. **Notice of Loss.** When Deposits have been lost, damaged or destroyed, notice thereof may be given by mailing a certified letter (return receipt requested) to Customer. In the event notice of loss, damage or destruction is given by certified letter, the time limitation for presentation of a claim and commencement of action or suit begins on the date of Customer's receipt of such notice.
17. **Payment.** Payment terms are net, thirty (30) days. If Customer fails to pay Iron Mountain's charges (other than disputed charges) within forty-five (45) days after the date of an invoice, Iron Mountain may, at its option: (a) suspend service, (b) redeliver Deposits to Customer or (c) terminate this Agreement upon an additional thirty (30) days' advance written notice to Customer of Iron Mountain's intent to terminate. Customer shall be liable for late charges at the rate equal to the lesser of one percent (1%) per month or the highest rate legally permitted in the state where Customer is located, calculated from the date payment was due until the date payment is made and all expenses incurred in collection, including reasonable attorneys' fees and expenses. If Customer is consistently delinquent (defined as being late in the payment of any three [3] or more undisputed invoices in a 12-month period) and/or upon the expiration or termination of this Agreement, Iron Mountain may require payment by certified check prior to performance of services, including delivery of Deposits. Upon default by Customer, Iron Mountain shall return Deposits to Customer at Customer's expense or securely dispose of Deposits upon ninety (90) days' written notice to Customer. A final ten (10) day written notice will be sent to Customer prior to securely disposing of the Deposits. Iron Mountain shall have other rights and remedies as may be provided by law. In the event Iron Mountain takes any actions pursuant to this Section, it shall have no liability to Customer or anyone claiming by or through Customer.
18. **Ownership Warranty.** Customer warrants that it is the owner or legal custodian of the Deposits and has full authority to store the Deposits and direct their disposition in accordance with the terms of this Agreement. Customer shall reimburse Iron Mountain for any expenses reasonably incurred by Iron Mountain (including reasonable legal fees) by reason of Iron Mountain's compliance with the instructions of Customer in the event of a third party dispute concerning the ownership, custody or disposition of Deposits stored by Customer with Iron Mountain.
19. **Restrictions on Stored Material; Customer Premises.** Customer shall not store with Iron Mountain nor deliver to Iron Mountain for secure shredding any material that is highly flammable, explosive, toxic, radioactive, medical waste, organic material which attracts vermin or insects, or otherwise unduly dangerous or unsafe to store or handle, or any material which is regulated under any federal or state law or regulation relating to the environment or hazardous materials. Paper, magnetic media, plastics and similar office materials and known media for the storage of information do not fall in the categories listed on the previous sentence. Customer shall not store negotiable instruments, jewelry, check stock or other items that have intrinsic value.

20. **Software License.** If access or use of Iron Mountain inventory management software and computer programs (the "Software") is provided hereunder in connection with the services, Iron Mountain hereby grants Customer a limited, nonexclusive license for Customer (and its affiliates, communities it manages and any successor to their respective business) to use the Software solely in conjunction with records storage services provided by Iron Mountain during the term of this Agreement. Iron Mountain represents that it has all necessary rights and authority to grant the license granted above and will indemnify and defend Customer and its users for any claims by a third party that access or use of the Software or the system comprised by the Software infringes or misappropriates the intellectual property rights of any third party. As between Customer and Iron Mountain, Customer acknowledges that all Software and the inventory management system comprised of the Software belong to Iron Mountain. Iron Mountain agrees to provide prompt diagnosis, correction and support for any errors in the Software. During the term of this Agreement, Iron Mountain shall have the right to use Deposit inventory information solely to provide records management services to Customer and all such information shall be the sole property of Customer. Iron Mountain's obligation to protect the confidentiality of such information and not to use it for any purpose other than to provide services to Customer or as required by law shall survive the termination or expiration of this Agreement.
21. **Performance of Services by Affiliates.** Certain lines of service may be performed by an affiliate of Iron Mountain as approved by Customer, such approval not to be unreasonably withheld. In such event, the affiliate will perform such service as a subcontractor to Iron Mountain and will be subject to the provisions of this Agreement. The subcontracting entity may invoice Customer directly, but Iron Mountain will remain liable for all services performed for Customer. Iron Mountain agrees to indemnify and defend Customer against any claims for payment by subcontractor for payments Customer has made to Iron Mountain for such subcontractor services.
22. **Modifications to Add Customer Locations, Services.** In the event that Customer locations or lines of service are added to or deleted from this Agreement, the term of this Agreement shall not change unless the parties so agree. Pricing adjustments for all Customer's locations and/or services under this Agreement may be made on dates pricing adjustments are permitted under Section 2, regardless of the dates when new locations or services are added. Any modification of Customer locations serviced or lines of services provided will be pursuant to an amendment of this Agreement or a Schedule.
23. **Purchase Orders.** In the event that Customer issues a purchase order to Iron Mountain covering the services provided under this Agreement, any terms and conditions set forth in the purchase order which constitute terms and conditions which are in addition to those set forth in this Agreement or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.
24. **Medical Records.** If the Deposits include medical records, unless Iron Mountain shall have explicitly agreed in writing, Iron Mountain's performance of services shall not cause Iron Mountain to be a "custodian" of the records or "designee" of Customer with respect to such records, or have any other liability under state or federal law with respect to such records. If Customer is a "covered entity" under the Health Insurance Portability and Accountability Act, Customer shall enter into Iron Mountain's standard Business Associate Agreement with respect to Deposits containing personal health information.
25. **Miscellaneous.** This Agreement binds the successors and assigns of the respective parties and cannot be changed orally. This Agreement may not be assigned by either party (other than to an affiliate which shall assume the obligations of its assignor by written instrument) without the written consent of the other party, which shall not be unreasonably withheld or delayed. Any notice made pursuant to this Agreement may be given in writing at the addresses set out on the first page hereof until written notice of a change of address has been received. Notices to Iron Mountain shall be sent to the attention of its General Manager at such address. Iron Mountain shall have, and may exercise, all rights granted to warehousemen by the Uniform Commercial Code as adopted in the state where the Deposits are stored. In the event of inconsistency between these printed Terms and Conditions and the terms of a Schedule, the Schedule shall prevail as to the services covered thereby. The attached Schedule B: Additional Terms and Conditions is hereby made a part of this Agreement.

SCHEDULE A

SERVICES

Attach list of services referenced throughout Agreement.

SCI ULE B: ADDITIONAL TERMS AND NDITIONS

These additional terms and conditions apply to the CUSTOMER AGREEMENT between Iron Mountain ("Contractor") and Erickson Retirement Communities, LLC, on behalf of itself and the communities it manages (collectively, the "Customer") for document storage services.

1. **INDEPENDENT CONTRACTOR:** All work performed by Contractor in connection with the services described in this Agreement shall be performed by Contractor as an independent contractor and not as the agent or employee of Customer. All persons furnished by Contractor shall be for all purposes solely Contractor's employees or agents and shall not be deemed to be employees of Customer for any purpose whatsoever. Contractor shall furnish, employ and have exclusive control of all persons to be engaged in performing services under this Agreement and shall prescribe and control the means and methods of performing such services by providing adequate and proper supervision. Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, such as employment, Social Security, and other payroll taxes including applicable contributions from such persons when required by law.

2. **INSURANCE:**

(1) Contractor shall obtain and maintain insurance coverages of the types and in the minimum amounts set forth in the attached Insurance addendum.

(2) Insurance carriers must be licensed to do business in the State of Maryland, have a Best's Guide Rating of not less than B+, and must otherwise be acceptable to Customer. All policies must be endorsed to provide for 30 day notice of cancellation or reduction of coverage to Customer. Insurance policies must be amended, as necessary, to apply as primary insurance with respect to other insurance or self-insurance programs afforded to indemnitees under this Agreement.

(3) Certificates of insurance, signed by a duly authorized agent of each insurance company shown, evidencing the required insurance and otherwise acceptable to Customer, must be delivered to Customer prior to the commencement of any work or services under this Agreement. Contractor must provide certificates of insurance to evidence the renewal of policies required, in advance of the expiration of any such policy. If requested, Contractor shall provide certified copies of such insurance policies to Customer within 30 days of such request.

(4) Contractor must promptly notify Customer of any reduction or restriction in the required insurance that takes place during the term of this Agreement, and/ or in the event the insurer notifies Contractor of its intent to not renew coverage.

(5) [intentionally deleted].

(6) [intentionally deleted].

3. **INTERPRETATION OF AGREEMENT; VENUE:** This Agreement is governed by the laws of the State of Maryland, and venue for any action pursuant to this Agreement shall be in Baltimore County, Maryland.

4. **INVALIDITY OF AGREEMENT PROVISION:** In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the invalidity, illegality, or unenforceability shall not affect any other provision, and the Agreement shall be construed as though it has not contained the invalid, illegal, or unenforceable provision.

5. **WAIVER:** Any failure by either party at any time to enforce or require the strict performance of any of the terms or conditions hereof shall not constitute a waiver of its rights and shall not affect or impair either party's right to avail itself of the remedies available for subsequent breach of such terms or conditions.

6. **SECTION HEADINGS:** Section headings are added solely to aid in the review of this Agreement and are not to be construed to affect the interpretation of this Agreement.

7. **BINDING AGREEMENT:** This Agreement shall be binding upon and inure to the benefit of Customer, its successors and assigns, and shall be binding upon and inure to the benefit of Contractor, its successors and its permitted assigns.

8. **USE OF PREMISES/NAME:** Contractor agrees to abide by Customer's rules for use of Customer's premises, including, but not limited to, parking areas, loading areas, etc. Contractor agrees not to use Customer's name in its marketing or advertising program unless Contractor has obtained the prior written consent of Customer.

9. [intentionally deleted].

10. **NOTICE:** Any notice required to be given under this Agreement shall be effective on the date of delivery if personally delivered or on the third day after mailing, first-class, postage pre-paid to Customer at 701 Maiden Choice Lane, Baltimore, Maryland 21228, Attn: Michelle Girton, with a copy to General Counsel at 701 Maiden Choice Lane, Baltimore, MD 21228 and to Contractor at the address and to the attention of the Iron Mountain Branch/District Office and representative listed on the front page of this Agreement.

11. **COMPLIANCE WITH LAWS:** Contractor covenants to comply with all applicable local, state and federal laws, rules and regulations in its performance of its duties and obligations hereunder, including but not limited to obtaining and maintaining appropriate permits and licenses, and Contractor shall defend, indemnify and save harmless Customer for any violations by Contractor, its agents, or employees thereunder. While Contractor and/or its subcontractors or authorized representatives are on Customer's premises, they agree to comply with Customer's safety and security policies.

12. **SUBCONTRACTS/ ASSIGNMENT:** Contractor is prohibited from subcontracting in the name of Customer or assigning this Agreement without prior written approval of Customer, such approval not to be unreasonably withheld.

13. **INDEMNIFICATION:** Contractor agrees to indemnify and hold harmless the Customer, the Communities it manages, and their respective employees and agents for any liability, cost or expense (including litigation expenses and reasonable attorneys' fees) arising out of Contractor's breach of any terms or provisions of the Agreement, provided that this indemnification shall not affect the limitation on Contractor's liability in the event of loss or destruction of, or damage to, stored materials as set forth on the front side of the Agreement. The rights granted under this Section shall survive termination of the Agreement.

14. **WARRANTY:** Contractor warrants that the following is true in all material respects:

Contractor is being paid fair market value for the products and/or services to be delivered to Customer and has not received from or offered to any kickback or other improper payment from a Customer employee or representative in exchange for business transactions between Customer and the Contractor.

15. **TESTING:**

- a. See Exhibit 2 for Contractor pre-employment screening policies regarding drug testing.
- b. See Exhibit 2 for Contractor pre-employment screening policies regarding criminal background checks.

16. **RECORDS.** The Secretary of Health and Human Services (the "Secretary"), the Comptroller General, Plan and Customer will have the right to audit, evaluate or inspect any Deposits and other records belonging to Customer that pertain to this Agreement, evaluation, or inspection. This right shall extend through ten (10) years from the last day of a CMS contract period, or completion of any audit, whichever is later, or longer in certain instances described in the applicable Medicare Advantage regulations. Contractor will make Contractor's premises, facilities and equipment available for these activities. Customer and Contractor will safeguard the privacy of any health information that identifies an enrollee, and abide by all federal and state laws regarding privacy, security, confidentiality and disclosure of medical records and other health and enrollee information.

17. **RIGHT TO AUD** Customer reserves the right for itself and its Authorized Representatives to examine copy and audit the books and records maintained by Contractor in connection with this Agreement, all at Customer's expense. Customer shall give Contractor not less than ten (10) business days' prior notice of its intention to audit the books and records. Contractor shall permit Customer and its Authorized Representatives access to all books, records and accounts relating to this Agreement and all correspondence pertaining thereto, during regular business hours. In connection with any such examination audit or inspection, Customer and its Authorized Representatives shall have the right to question Contractor and its employees concerning the books and records. If Customer shall notify Contractor of any errors in Contractor's inventory, financial transactions or record keeping concerning the Deposits, after review by the Parties as to any errors, Contractor shall correct such errors as soon as possible after receipt of such notice, and Contractor shall promptly notify Customer of the action taken to correct such errors. If Customer elects to have its authorized representative perform such inspection, the authorized representative, excluding any agency with regulatory authority, shall be required to enter into a confidentiality agreement in form and substance reasonably satisfactory to Contractor. However, Contractor reserves the right to refuse such access to anyone who is a competitor of Contractor. While Customer and/or its authorized representatives are on Contractor's premises, they agree to comply with the Contractor's safety and security policies.

INITIAL
SWP Customer

____ Contractor

INSURANCE ADDENDUM

CONTRACTOR shall obtain insurance of the types and in the amounts described below:

TYPE OF COVERAGE	AMOUNT OF COVERAGE
<u>AD.1 Worker's Compensation</u> <u>Employer's Liability</u>	Statutory Limits (set by states) Bodily Injury by Accident = \$100,000. Ea. Accident Bodily Injury by Disease = \$500,000. Policy Limit Bodily Injury by Disease = \$100,000. Ea. Employee
<u>AD.2 Commercial General Liability</u> written on ISO occurrence form CG 00 01 01 96 (a more recent version, or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Erickson Retirement Communities, LLC shall be included as insureds under the policy using ISO additional insured endorsement CG2011 for premises lease or CG2026 for all other contracts; or may provide a substitute form providing equivalent coverage. Substitute form to be approved by Customer.	<u>Occurrence Form, minimum required limits:</u> General Aggregate Limit (other than Products/Completed Operations): \$1,000,000. Products/Completed Operations Aggregate Limit: \$1,000,000. Each Occurrence Limit: \$1,000,000. Personal Injury & Advertising Injury Limit: \$1,000,000. Contractual Liability: \$1,000,000.
<u>A.D.3 Business Auto Liability</u> covering any automobile, including hired and non-owned auto's.	<u>Minimum required limits:</u> Bodily Injury Each Person: \$1,000,000. Bodily Injury Each Accident: \$1,000,000. Property Damage Each Accident: \$1,000,000. Or, \$1,000,000 combined bodily injury and property damage each accident limit for all of the above
<u>AD.4 Commercial Umbrella Insurance Policy</u> if necessary, commercial umbrella insurance or excess insurance may be combined with the Commercial General Liability policy and/or Business Auto policy to meet the above stated minimum limits, provided that the Umbrella/Excess coverage also meets the coverage requirements stated above.	
<u>AD.5 Professional Liability Insurance Policy</u> covering all errors and omissions liability appropriate for the services provided by Contractor with respect to services rendered under this agreement with no more than a \$5,000 per occurrence deductible to be borne by Contractor.	\$1,000,000. ea. occurrence \$1,000,000. aggregate

EXHIBIT I

LIST OF COMMUNITIES
MANAGED BY
ERICKSON RETIREMENT COMMUNITIES, LLC

Ann's Choice (ACH)	Brooksby (BBV)
Cedar Crest (CCV)	Charlestown (CCI)
Eagle's Trace (ETH)	Fox Run (FR)
Greenspring Village (GSV)	Henry Ford Village (HFV)
Highlands Springs (HSD)	Linden Ponds (LPH)
Maris Grove (MGC)	Monarch Landing (MLN)
Oak Crest (OC)	Riderwood (RW)
Seabrook (SB)	Sedgebrook (SED)
Wind Crest (WCD)	Tallgrass Creek (OPK)

* Additional communities will be subject to this Agreement only after opening. Customer will notify Iron Mountain upon opening of a new community.

EXHIBIT 2**Pre Employment Screening at Iron Mountain**

Iron Mountain's pre-employment hiring procedures include drug screening, personnel identity verification, criminal conviction background investigation information as well as driver licensing and violation history for our driver candidates.

The first step in our process is the pre-employment drug testing program. This consists of a 5-panel screening test administered in accordance with the Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines. Substances covered by the 5-panel test are:

- (1) Marijuana metabolites;
- (2) Cocaine metabolites;
- (3) Opiate Metabolites;
- (4) Phencyclidine (PCP);
- (5) Amphetamines / Methamphetamines

Should a candidate fail that test, no further employment consideration is given. Upon passing this test employment is offered.

Once employed, individuals are subject to additional testing under the following conditions:

- o Reasonable Suspicion
- o Post Collision/Post Accident
- o CDL Random
- o Return to Duty
- o Follow up from Return to Duty

Once the drug test is passed, each employee is subject to identity verification via a social security number verification process that includes a trace and reverse trace (i.e. the identity is matched to the social security number and then the number is matched to the individual).

A seven (7) year retrospective criminal background check is then completed. This check will include all Counties/States of residence disclosed by the candidate or reported through the identity verification process. Additional checks may be made dependant upon the employee's position with the company. The table below shows these checks by position:

Table 1: Required Investigation Sc. for Candidates Based Upon Position

Level	Position	Description
1	All non-supervisory & non-management personnel	<ul style="list-style-type: none"> • Social Security Trace • Conviction Records Search • Federal Felony Search • Fraud Abuse Control Information System (FACIS®)*
2	All couriers	<ul style="list-style-type: none"> • Social Security Trace • Conviction Records Search • Federal Felony Search • Fraud Abuse Control Information System (FACIS®) • Initial and Annual Motor Vehicle Searches
3	Supervisors	<ul style="list-style-type: none"> • Social Security Trace • Conviction Records Search • Federal Felony Search • Fraud Abuse Control Information System (FACIS®) • Employment Verification
4	Supervisors with a driving allowance	<ul style="list-style-type: none"> • Social Security Trace • Conviction Records Search • Federal Felony Search • Fraud Abuse Control Information System (FACIS®) • Employment Verification • Initial and Annual Motor Vehicle Review
5	Sales Personnel	<ul style="list-style-type: none"> • Social Security Trace • Conviction Records Search • Federal Felony Search • Fraud Abuse Control Information System (FACIS®) • Employment Verification • Initial and Annual Motor Vehicle Review
6	Managers, MSD's, Directors and Company Officers	<ul style="list-style-type: none"> • Social Security Trace • Conviction Records Search • Federal Felony Search • Fraud Abuse Control Information System (FACIS®) • Employment Verification • Education Verification
7	Managers, MSD's, Directors and Company Officers with a vehicle allowance	<ul style="list-style-type: none"> • Social Security Trace • Conviction Records Search • Federal Felony Search • Fraud Abuse Control Information System (FACIS®) • Initial and Annual Motor Vehicle Review • Employment Verification • Education Verification

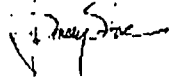
* FACIS® includes over 500,000 adverse records of debarred, disciplined, excluded or sanctioned individuals and entities. Additionally, FACIS® provides cumulative and historical information about disciplined and sanctioned activity from over 800 federal and state agencies. This search complies with DHHS (OIG) and GSA guidelines. The FACIS Level 1 search also includes Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons (SDN) Search

Individuals with convictions for any felony, any drug/narcotics offense, any financial and abuse of trust crimes, any crime of violence to include domestic assault and weapons crimes, and crimes involving theft within the review period are not eligible for employment. Individuals convicted of the crimes of arson, murder, rape or acts of terrorism are never eligible for employment.

Driver candidates are screened for appropriate license class and any motor vehicle violation history. Violation and accident history for the past three (3) years are reviewed and adjudicated based upon seriousness of the offense and frequency of occurrence. For example, any conviction for Operating Under the Influence of Drugs or Alcohol is an automatic disqualification. All drivers are subject to an annual motor vehicle records check.

All drug testing, background and driver checks are conducted by reputable, national services and reported to a central corporate point of contact to preserve the integrity of the process and the results.

Approved as to Form and Legal Content:
Iron Mountain Legal Department



J. Dorsey Stone, Contracts Specialist
Date: December 31, 2007
Customer: Erickson Retirement



BUSINESS ASSOCIATE AGREEMENT

Iron Mountain Information Management, Inc.
(Hereinafter referred to as "Iron Mountain")

Customer (Name, Address and Iron Mountain Account No.):

Erickson Communities, LLC
701 Maiden Choice Lane
Catonsville, Md. 21228

(Account No.)

(Hereinafter referred to as a "Customer")

Effective Date: Effective as of the date executed by Customer and recorded on the signature page below.

This Business Associate Agreement is hereby entered into by and between Iron Mountain and Customer, as of the Effective Date set forth above.

This Business Associate Agreement amends the Insert Name of Agreement agreement entered into between Iron Mountain and Customer, dated Insert date of Agreement (hereinafter "Services Agreement") under which Iron Mountain is providing certain information management services ("Iron Mountain Services") for Customer.

Iron Mountain maintains limited-access storage facilities; it does not provide individuals with on-site access to records. Accordingly, all mandated duties of HIPAA's Privacy Rule and Security Rule requiring access to individually identifiable Protected Health Information, as defined below, must be done according to the terms of the underlying Services Agreement.

1. Definitions:

- a. "Business Associate" shall mean the Iron Mountain entity identified above.
- b. "Covered Entity" shall mean the Customer identified above.
- c. "Designated Record Set" shall have the same meaning as the term is defined in 45 CFR §164.501.
- d. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, as the same may, from time to time, be amended.
- e. "Individual" shall have the same meaning as the term 'individual' in 45 CFR §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- f. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR §160, §164, §§A and E, as may relate to the relationship between the Covered Entity and Business Associate as further described in this Business Associate Agreement.
- g. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR §160.103, limited to the information received by the Business Associate from or on behalf of Covered Entity, and includes "Electronic Protected Health Information" or "ePHI" as that term is defined in 45 CFR §160.103.
- h. "Required by Law" shall have the same meaning as term 'required by law' in 45 CFR §164.501.
- i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

- j. "Security Rule" shall mean the standards for security of ePHI promulgated pursuant to HIPAA, including but not limited to 45 CFR §160, §162, §164, §§ A and C, as the same may be amended from time to time.
- k. "Use" and "Disclose" or "Disclosure" shall have the same meanings as the terms are defined in 45 CFR §160.103

2. Obligations and Activities of Business Associate.

- (a) Business Associate agrees to not Use or further Disclose PHI other than as permitted or required by this Business Associate Agreement, the Service Agreement or as Required by Law.
- (b) Business Associate agrees to use appropriate safeguards designed to prevent Use or Disclosure of the PHI as provided for by this Business Associate Agreement or the Services Agreement.
- (c) Business Associate agrees to have administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI in accordance with the requirements of HIPAA.
- (d) Business Associate agrees to report promptly to Covered Entity any Use or Disclosure of the PHI not provided for by this Business Associate Agreement of which it becomes aware.
- (e) Business Associate agrees to report promptly to Covered Entity any Security Incident, as that term is defined in the Security Rule, that directly pertains to Covered Entity after becoming aware of such Security Incident.
- (f) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to substantially the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (g) Business Associate agrees to provide access, at the request of the Covered Entity, to PHI in a Designated Record Set by retrieving the PHI, so the Covered Entity may respond to an Individual in order to meet the requirements under 45 CFR §164.524.
- (h) Business Associate agrees that if an amendment to PHI in a Designated Record Set is required, then the Covered Entity shall instruct the Business Associate to retrieve PHI so that the Covered Entity may make any such amendment to the PHI as may be required by either the Covered Entity or an Individual pursuant to 45 CFR §164.526.
- (i) Business Associate agrees to make its internal practices, books and records relating solely to the Use and Disclosure of Covered Entity's PHI, available to the Secretary, upon receiving not less than forty-eight (48) hours advance written notification by the Covered Entity, so the Covered Entity may meet the requirements under 45 CFR §160.310.
- (j) Business Associate agrees to document Disclosures of PHI and information related to such Disclosures to the extent that Covered Entity has provided Business Associate with sufficient information that PHI may reside in the records or data stored by Covered Entity with Business Associate. The documentation of Disclosures shall contain such information as would be required for Covered Entity to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528.

3. Permitted Uses and Disclosures by Business Associate. Except as otherwise limited in this Business Associate Agreement, Business Associate may Use or Disclose PHI to perform functions, activities or services for, or on behalf of Covered Entity, as specified in the terms of the Agreement.

4. Obligations of Covered Entity.

- (a) Covered Entity shall not request Business Associate to Use or Disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity. If Covered Entity directs Business Associate to act in a manner that would not be compliant with the Security Rule and/or Privacy Rule, Business Associate shall not be responsible for any resulting liability.
- (b) Unless set forth on an attached schedule to this Business Associate Agreement that is approved by both parties hereto, this Business Associate Agreement shall only apply to PHI stored by Business Associate in the USA for Covered Entity.
- (c) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.

- (d) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to Use or Disclose PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.
- (e) Covered Entity shall notify Business Associate in writing of any restriction to the Use or Disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

5. Term and Termination.

- (a) Term. The Term shall commence as of the Effective Date set forth above and shall terminate upon the later to occur of (i) the expiration of the Service Agreement, or (ii) when all PHI provided by Covered Entity to Business Associate is destroyed or returned to Covered Entity, or (iii) if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section 5(c).
- (b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach. If Business Associate does not cure the breach within thirty (30) days, following Business Associate's receipt of a written notice from Covered Entity setting forth the details of such material breach, then Covered Entity shall have the right to terminate this Business Associate Agreement according to the terms of the Service Agreement.
- (c) Effect of Termination.
1. Except as provided in paragraph 2 of this section, upon termination of this Business Associate Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon notice to Covered Entity, Business Associate shall extend the protections of this Business Associate Agreement to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

6. Miscellaneous.

- (a) Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy Rule or the Security Rule means the section as in effect or as amended.
- (b) Amendment. The parties agree to negotiate in good faith any amendment to this Business Associate Agreement that may be required from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Security Rule. If the parties cannot reach mutual agreement on the terms of any such amendment within sixty (60) days following the date of receipt of any such written request made by Covered Entity to Business Associate, then the Covered Entity shall have the right to terminate this Business Associate Agreement and the Service Agreement upon providing not less than thirty (30) days' written notice to Business Associate.
- (c) Survival. The respective rights and obligations of Business Associate under Section 5(c) above shall survive the termination of this Business Associate Agreement.
- (d) Interpretation and Integration. In the event of a conflict between the terms of this Business Associate Agreement and the Service Agreement, the terms and conditions of the Service Agreement shall prevail.

CUSTOMER/COVERED ENTITY:	IRON MOUNTAIN INFORMATION MANAGEMENT, INC./BUSINESS ASSOCIATE
Individual Signing: [print name]	Individual Signing: [print name]
Signature: James W. Prosser, C.P.M. Senior Vice President Procurement Services and Chief Compliance Officer	Signature:
Title:	Title:
Signing Date: January 3, 2008	Signing Date:

Approved as to Form and Legal Content:
Iron Mountain Legal Department

J. Dorsey Stone, Contracts Specialist
Date: January 3, 2008
Customer: Erickson Retirement

APR 29 2005

002

**AFFILIATE/MULTIPLE LOCATION ADD-ON AGREEMENT
TO
RECORDS MANAGEMENT AND SERVICE AGREEMENT**

BROOKSBY VILLAGE MEDICAL CENTER agrees to store records at Iron Mountain under the established contract with account number M1253.

CHOOSE ONE OF THE FOLLOWING OPTIONS:

- ☒ Iron Mountain shall provide, and Customer agrees to accept, the same rates, services and terms/conditions as outlined in the existing agreement.
- ☐ Iron Mountain shall provide, and Customer agrees to accept, the same terms and conditions as outlined in the existing agreement. Storage and services will be performed by Iron Mountain in accordance with the rates listed in Schedule A dated _____ attached to this agreement. To the extent that this Schedule A conflicts with any other document, the terms and conditions of this Schedule A shall prevail. The storage rate is _____/CP.

New Accounts Company Name and Address:

BROOKSBY VILLAGE MEDICAL CENTER
100 BROOKSBY VILLAGE DRIVE
PABODY, MA 01960

IRON MOUNTAIN INFORMATION
MANAGEMENT, INC.
1000 CAMPUS DRIVE
COLLEGEVILLE, PA 19426

B2823

IMM Number Assigned to Depositor

[Signature]
Customer Signature Date

LOTHY NORRIS, PRACTICE MANAGER
Customer Printed Name & Title

[Signature] 4/28/05
IMM Signature Date

STEVEN RESCUE
IMM Printed Name & Title

Affiliate / ML-1To Agreement dated: 1/1/2008between Iron Mountain Information Management, Inc ("Iron Mountain") and
Erickson Retirement (the "Customer").

Choose one of the following options:

Option # 1 Iron Mountain shall provide, and Customer agrees to accept, the same rates, services and terms/conditions as outlined in the existing Agreement for customer/account:
M1253

Option # 2 Iron Mountain shall provide, and Customer agrees to accept, the same terms and conditions as outlined in the existing Agreement for customer/account:

Storage and/or services will be performed by Iron Mountain in accordance with the rates listed in Schedule A dated _____ attached to this Agreement.

Affiliating Account ID: M4562Customer Name: Renaissance Garden Seabrook VillageAddress: 3002 Essex Road
Tinton Falls NJ 07763**Additional Designated Location:**

Service Address: _____

Customer Contact: _____

Customer Contact Phone #: _____

IMOSDP Service Branch: _____

Effective Date for this Location:Sales Rep. / AM to Complete:

Account # for master location:

Oracle # for master location:

Fee Schedule ID:

Selling Branch Admin to complete for this location:

Account # for this location:

The following additional or amended unit pricing is applicable to the designated location listed above:

Description:	Per	Unit Price	Add/Amend	Admin. Use Only

Please use separate spreadsheet to list additional locations

Customer:		Iron Mountain Information Management, Inc.	
Individual Signing: (type or print first & last name)	MONNA L. NABERS	Individual Signing:	<i>Daryl Hendricks</i>
Signature:	<i>Monna L Nabers</i>	Signature:	<i>[Signature]</i>
Title:	CORPORATE DOCUMENT MANAGER	Title:	VP
Signing Date:	6-24-08	Signing Date:	07/08/08

v.11.02.07

Affiliate / ML-1

To Agreement dated: January 1, 2008
between Iron Mountain Information Management, Inc ("Iron Mountain") and
Erickson Retirement (the "Customer").

Records Management

Choose one of the following options:

Option # 1 Iron Mountain shall provide, and Customer agrees to accept, the same rates, services and terms/conditions as outlined in the existing Agreement for customer/account:
M1253

Option # 2 Iron Mountain shall provide, and Customer agrees to accept, the same terms and conditions as outlined in the existing Agreement for customer/account:

Storage and/or services will be performed by Iron Mountain in accordance with the rates listed in Schedule A dated _____ attached to this Agreement.

Affiliating Account ID: M3601
Customer Name: Erickson Retirement
Address: _____

Data Protection

Designated Location Name: _____
Service Address: _____
Customer Contact: _____
Customer Contact Phone #: _____
IMOSDP Service Branch: _____

Effective Date for this Location: _____

Sales Rep. / AM to Complete:

Account # for master location: _____

Oracle # for master location: _____

Fee Schedule ID: _____

Selling Branch Admin to complete for this location:

Account # for this location: _____

The following additional or amended unit pricing is applicable to the designated location listed above:

Description:	Per	Unit Price	Add/Amend	Admin. Use Only
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

☐ Check here if more pages will be attached to identify additional locations

Except as expressly amended above, all other terms and conditions of the Agreement shall remain in full force and effect.

Customer:		Iron Mountain Information Management, Inc.	
Individual Signing: (type or print first & last name)	<u>MONNA NABERS</u>	Individual Signing:	<u>[Signature]</u>
Signature:	<u>Monna Nabers</u>	Signature:	<u>[Signature]</u>
Title:	<u>CORP Doc Manager</u>	Title:	<u>IP</u>
Signing Date:	<u>8-8-08</u>	Signing Date:	<u>08-11-08</u>

v.2.4.08

Affiliate / ML-1

To Agreement dated: January 1, 2008
between Iron Mountain Information Management, Inc. ("Iron Mountain") and
Erickson Retirement (the "Customer").

Records Management

Choose one of the following options:

Option # 1 Iron Mountain shall provide, and Customer agrees to accept, the same rates, services and terms/conditions as outlined in the existing Agreement for customer/account: M1253

Option # 2 Iron Mountain shall provide, and Customer agrees to accept, the same terms and conditions as outlined in the existing Agreement for customer/account:

Storage and/or services will be performed by Iron Mountain in accordance with the rates listed in Schedule A dated _____ attached to this Agreement.

Affiliating Account ID: M3543
Customer Name: Erickson Retirement
Address: _____

Data Protection

Designated Location Name: _____
Service Address: _____
Customer Contact: _____
Customer Contact Phone #: _____
IMOSDP Service Branch: _____

Effective Date for this Location:
Sales Rep. / AM to Complete: _____
Account # for master location: _____
Oracle # for master location: _____
Fee Schedule ID: _____
Selling Branch Admin to complete for this location: _____
Account # for this location: _____

The following additional or amended unit pricing is applicable to the designated location listed above:

Description:	Per	Unit Price	Add/Amend	Admin Use Only

☐ Check here if more pages will be attached to identify additional locations.

Except as expressly amended above, all other terms and conditions of the Agreement shall remain in full force and effect.

Customer:		Iron Mountain Information Management, Inc.	
Individual Signing: (type or print first & last name)	<u>MONNA NABERS</u>	Individual Signing:	<u>Maryl Hendricks</u>
Signature:	<u>Monna Nabers</u>	Signature:	<u>[Signature]</u>
Title:	<u>Corp. Document Mgr.</u>	Title:	<u>VP</u>
Signing Date:	<u>8-8-08</u>	Signing Date:	<u>08-11-08</u>

v.2.4.08

Affiliate / ML-1

To Agreement dated: January 1, 2008
between Iron Mountain Information Management, Inc ("Iron Mountain") and
Erickson Retirement (the "Customer").

Records Management

Choose one of the following options:

Option # 1 Iron Mountain shall provide, and Customer agrees to accept, the same rates, services and terms/conditions as outlined in the existing Agreement for customer/account: M1253

Option # 2 Iron Mountain shall provide, and Customer agrees to accept, the same terms and conditions as outlined in the existing Agreement for customer/account:

Storage and/or services will be performed by Iron Mountain in accordance with the rates listed in Schedule A dated _____ attached to this Agreement.

Affiliating Account ID: M3258
Customer Name: Erickson Retirement
Address: _____

Data Protection

Designated Location Name: _____
Service Address: _____
Customer Contact: _____
Customer Contact Phone #: _____
IMOSDP Service Branch: _____

Effective Date for this Location: _____
Sales Rep. / AM to Complete: _____
Account # for master location: _____
Oracle # for master location: _____
Fee Schedule ID: _____
Selling Branch Admin to complete for this location: _____
Account # for this location: _____

The following additional or amended unit pricing is applicable to the designated location listed above:

Description:	Per	Unit Price	Add/Amend	Admin. Use Only
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

☐ Check here if more pages will be attached to identify additional locations

Except as expressly amended above, all other terms and conditions of the Agreement shall remain in full force and effect.

Customer:		Iron Mountain Information Management, Inc.
Individual Signing: (type or print first & last name)	<u>MONNA NABERS</u>	Individual Signing: <u>Maryl Hendricks</u>
Signature:	<u>Monna Nabers</u>	Signature: <u>[Signature]</u>
Title:	<u>Corp Director + Mgr.</u>	Title: <u>VP</u>
Signing Date:	<u>8-8-08</u>	Signing Date: <u>08-11-08</u>

v.2.4.08

Affiliate / ML-1

To Agreement dated: January 1, 2008
between Iron Mountain Information Management, Inc ("Iron Mountain") and
Erickson Retirement (the "Customer").

Records Management

Choose one of the following options:

Option #1 Iron Mountain shall provide, and Customer agrees to accept, the same rates, services and terms/conditions as outlined in the existing Agreement for customer/account: M1253

Option #2 Iron Mountain shall provide, and Customer agrees to accept, the same terms and conditions as outlined in the existing Agreement for customer/account:

Storage and/or services will be performed by Iron Mountain in accordance with the rates listed in Schedule A dated _____ attached to this Agreement.

Affiliating Account ID: M2433
Customer Name: Erickson Retirement
Address: _____

Data Protection

Designated Location Name: _____
Service Address: _____
Customer Contact: _____
Customer Contact Phone #: _____
IMOSDP Service Branch: _____

Effective Date for this Location: _____
Sales Rep. / AM to Complete:
Account # for master location: _____
Oracle # for master location: _____
Fee Schedule ID: _____
Selling Branch Admin to complete for this location:
Account # for this location: _____

The following additional or amended unit pricing is applicable to the designated location listed above:

Description:	Per	Unit Price	Add/Amend	Admin. Use Only

☐ Check here if more pages will be attached to identify additional locations

Except as expressly amended above, all other terms and conditions of the Agreement shall remain in full force and effect.

Customer:		Iron Mountain Information Management, Inc.	
Individual Signing: (type or print first & last name)	MONNA NABERS	Individual Signing:	<i>Daryl Hendricks</i>
Signature:	<i>Monna L Naber</i>	Signature:	<i>Daryl Hendricks</i>
Title:	CORP Doc Mgr	Title:	VP
Signing Date:	Aug 8, 2008	Signing Date:	08-11-08

v.2.4.08

Affiliate / ML-1

To Agreement dated: January 1, 2008
between Iron Mountain Information Management, Inc. ("Iron Mountain") and
Erickson Retirement (the "Customer").

Records Management

Choose one of the following options:

Option # 1 Iron Mountain shall provide, and Customer agrees to accept, the same rates, services and terms/conditions as outlined in the existing Agreement for customer/account:
M1253

Option # 2 Iron Mountain shall provide, and Customer agrees to accept, the same terms and conditions as outlined in the existing Agreement for customer/account:

Storage and/or services will be performed by Iron Mountain in accordance with the rates listed in Schedule A dated _____ attached to this Agreement:

Affiliating Account ID: M1250
Customer Name: Erickson Retirement
Address: _____

Data Protection

Designated Location Name: _____
Service Address: _____
Customer Contact: _____
Customer Contact Phone #: _____
IMOSDP Service Branch: _____

Effective Date for this Location: _____
Sales Rep. / AM to Complete:
Account # for master location: _____
Oracle # for master location: _____
Fee Schedule ID: _____
Selling Branch Admin to complete for this location:
Account # for this location: _____

The following additional or amended unit pricing is applicable to the designated location listed above:

Description:	Per	Unit Price	Add/Amend	Admin. Use Only

☐ Check here if more pages will be attached to identify additional locations

Except as expressly amended above, all other terms and conditions of the Agreement shall remain in full force and effect.

Customer:		Iron Mountain Information Management, Inc.	
Individual Signing: (type or print first & last name)	MONNA NABERS	Individual Signing:	<i>[Signature]</i>
Signature:	<i>[Signature]</i>	Signature:	<i>[Signature]</i>
Title:	Core Document Mgr	Title:	VP
Signing Date:	Aug 08, 2008	Signing Date:	08-11-08

v.2.4.08

Affiliate / ML-1

To Agreement dated: 6-Sep-05
between Iron Mountain Information Management, Inc ("Iron Mountain") and
Charlestown Medical Center (the "Customer").

MAK - 4

Choose one of the following options:

- Option # 1** Iron Mountain shall provide, and Customer agrees to accept, the same rates, services and terms/conditions as outlined in the existing Agreement for customer/account: M3601
- Option # 2** Iron Mountain shall provide, and Customer agrees to accept, the same terms and conditions as outlined in the existing Agreement for customer/account:

Storage and/or services will be performed by Iron Mountain in accordance with the rates listed in Schedule A dated _____ attached to this Agreement.

Affiliating Account ID: V355

Customer Name: Greenspring Village / Erickson

Address: 7430 Spring Valley Drive
Springfield, VA 22150

Additional Designated Location:

Service Address: _____

Customer Contact: _____

Customer Contact Phone #: _____

IMOSDP Service Branch: _____

Effective Date for this Location:

Sales Rep. / AM to Complete:

Account # for master location: _____

Oracle # for master location: _____

Pricing Contract #: _____

Selling Branch Admin to complete for this location:

Account # for this location: _____

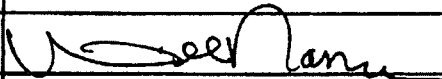
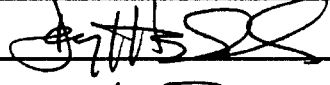
Oracle # for this location: _____

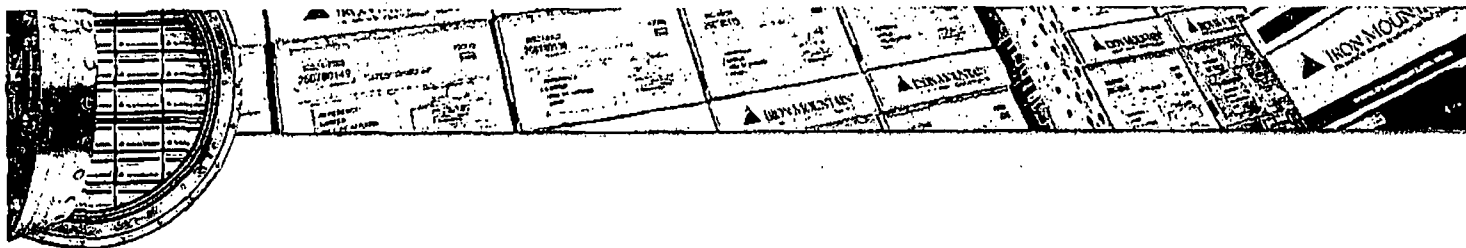
The following additional or amended unit pricing is applicable to the designated location listed above:

Description:	Per	Unit Price	Add/Amend	Admin. Use Only

Please use separate spreadsheet to list additional locations

By signing this agreement, the Customer agrees to the terms and conditions of the Agreement, which are set forth in full below.

Customer:		Iron Mountain Information Management, Inc.
Individual Signing: (type or print first & last name)	Will Nance	Individual Signing: DARYL G. HENDRICKS
Signature:		Signature: 
Title:	Executive Director	Title: VICE PRESIDENT
Signing Date:	2/20/07	Signing Date: 02/20/07

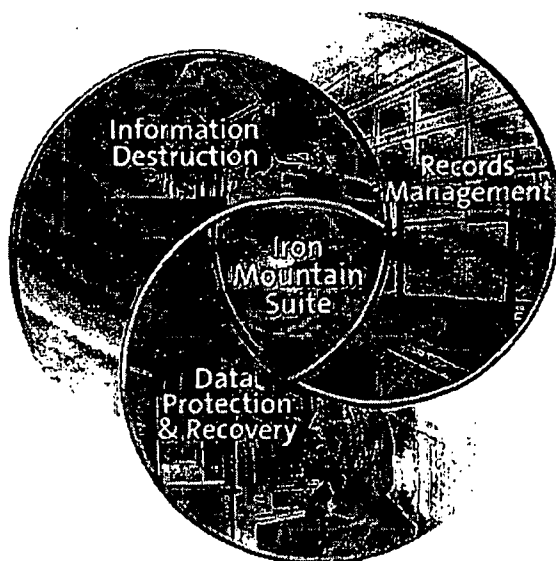


Iron Mountain Overview

Iron Mountain Incorporated (NYSE:IRM) helps organizations around the world reduce the costs and risks associated with information protection and storage. We offer comprehensive records management and data protection solutions, along with the expertise and experience to address complex information challenges such as rising storage costs, litigation, regulatory compliance and disaster recovery. Founded in 1951, Iron Mountain is a trusted partner to more than 120,000 corporate clients throughout North America, Europe, Latin America and Asia Pacific. For more information, please visit our Web site at www.ironmountain.com.

Solution Categories

Iron Mountain offers a comprehensive array of records management, secure shredding and digital information protection and storage solutions to help companies reduce costs and manage risks.



Records Management Services

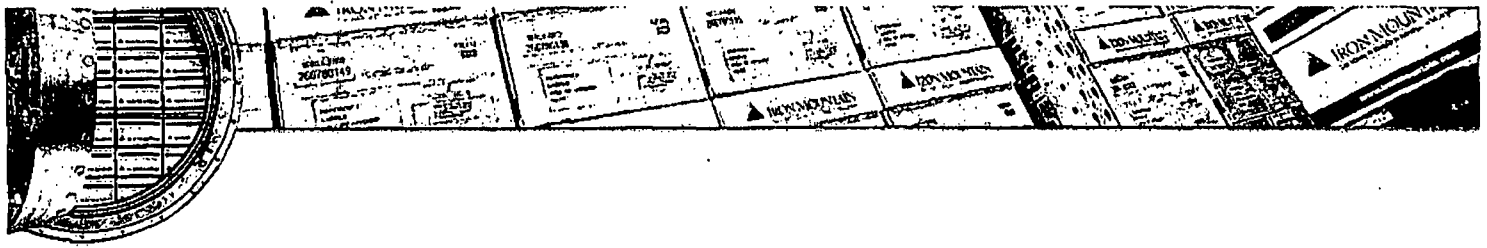
- Records Management
- Accutrac® Software
- eRecords Management
- Iron Mountain Discovery Service (Stratify®)
- Domain Name Management
- Compliant Records Management Programs
- Records Management Consulting
- Document Management Solutions
- Fulfillment Services
- Health Information Management Services
- Film and Sound Archive
- Energy Data Services

Information Destruction

- Secure Shredding
- DataDefense™
- Decru Encryption Services
- Compliant Shredding Programs

Data Protection and Recovery Services

- Off-Site Tape Vaulting
- Server Data Protection
- PC Data Protection
- Technology Escrow
- E-mail Continuity
- Disaster Recovery Support Services



The Numbers Tell the Story

The result of our focused approach has been nothing short of remarkable.

- Over 1,000 record centers and data vaults comprising 64 million square feet worldwide
- 335 million cubic feet of hard copy records stored
- Over 10 million linear feet of medical records under management
- 60 million pieces of data stored in highly secure data protection vaults
- 1.4+ petabytes of mirrored digital data
- Over 2.5 million PCs backed up/70 million digital files restored to date
- Over 120,000 customer accounts and growing daily
- 3,500+ vehicles making 18 million trips a year worldwide

Iron Mountain takes great pride in its tremendous financial stability and consistently strong performance. We are built on a highly recurring revenue model that boasts 76 consecutive quarters of storage revenue growth. Our stable and very predictable revenue streams and the cash flows they generate, allow us to make significant investments in new products and services and increased security to better protect and store our customers' information.

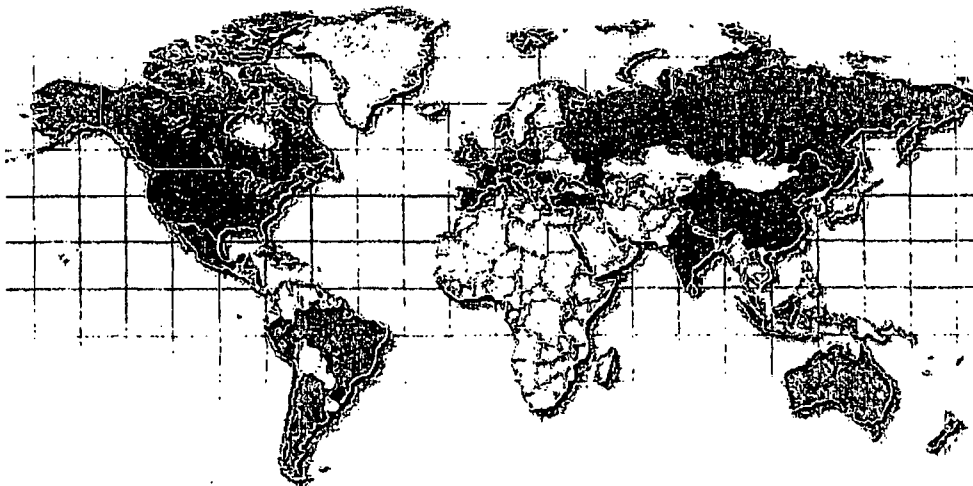
Facts:

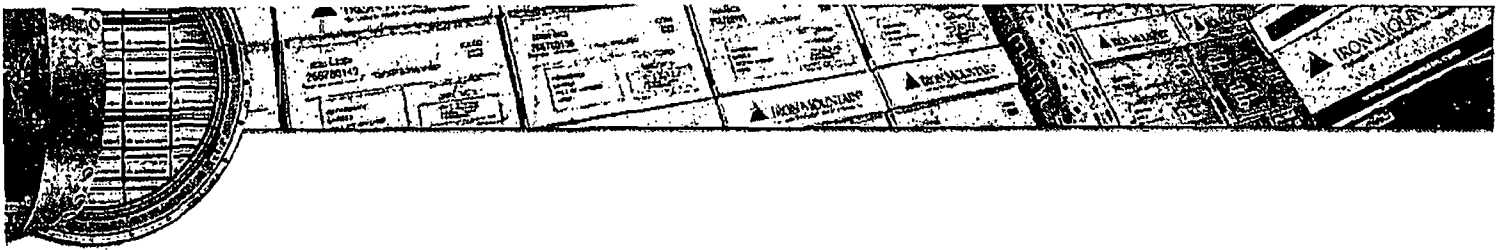
- Became public in 1996 (Ticker Symbol IRM)
- Currently ranked number 722 on the Fortune 1000
- More than \$2.7 billion of revenues in 2007
- More than \$5 billion in total assets

Iron Mountain Locations

Iron Mountain has a global network with local service. Promoting consistency across media and geographies, we service 39 countries on 5 continents.

 Iron Mountain Coverage





Renewal Schedule A:

PROGRAM PRICING SCHEDULE

Records Management

This Records Management Pricing Schedule is incorporated into and made part of the Customer Agreement ("Agreement") between Iron Mountain Information Management, Inc., (the "Company" or "Iron Mountain") and Erickson Retirement Communities LLC, (the "Customer").

Please see our Customer Information Center at cic.ironmountain.com for a Glossary with definitions of the terms used in this Pricing Schedule and more detail regarding our services, standard processes, and billing practices. In addition, restrictions apply to volume and/or stated timeframes for some service transaction types and these may be found in the Glossary under each service type.

This Records Management Pricing Schedule supersedes and terminates any prior Records Management Pricing Schedule and/or Schedule A existing between Iron Mountain and the Customer for the accounts noted below.

Erickson Retirement Communities LLC

District Name/Number: Baltimore - 04221 | Customer No. M1253, M1250, M2433, M3258, M3543, M3601, M4480, M4562.

Effective Date: April 1, 2009

Standard Storage and Services

STORAGE

Description

Effective Price

Per

■ Carton Storage

\$0.194 Cubic Foot

PROGRAM MANAGEMENT SERVICES — RECEIVING AND ENTERING

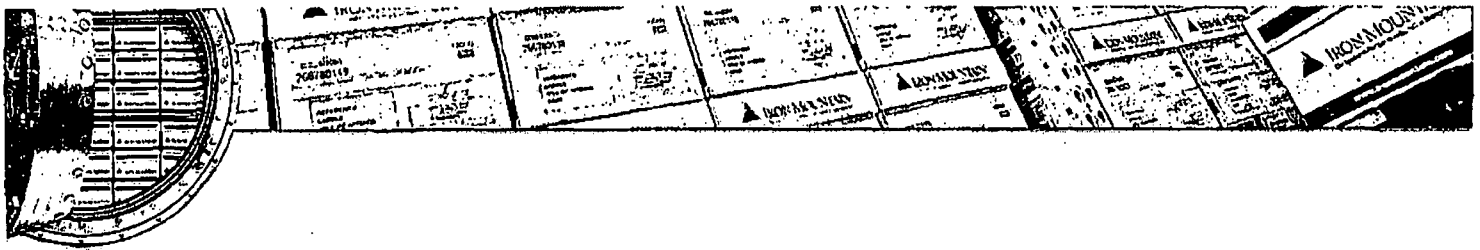
Description

Effective Price

Per

■ Receiving and Entering - Carton

\$2.04 Cubic Foot



PROGRAM MANAGEMENT SERVICES — RETRIEVALS/REFILES

Description	Effective Price	Per
■ Regular Retrieval - Carton	\$2.63	Cubic Foot
■ Regular Retrieval - File from Carton	\$3.50	File
■ Regular Refile - Carton	\$2.63	Cubic Foot
■ Regular Refile - File to Carton	\$3.50	File

PROGRAM MANAGEMENT SERVICES — ARCHIVAL DESTRUCTION

Description	Effective Price	Per
■ Archival Destruction - Carton	\$3.19	Cubic Foot plus Regular Retrieval Charge

PROGRAM MANAGEMENT SERVICES — PERMANENT WITHDRAWAL

Description	Effective Price	Per
■ Permanent Withdrawal - Carton	\$3.98	Cubic Foot plus Regular Retrieval Charge
■ Permanent Withdrawal - File from Carton	\$2.55	File plus Regular Retrieval Charge

PROGRAM MANAGEMENT SERVICES — TRANSPORTATION SERVICES

Description	Effective Price	Per
■ Next Day Delivery	\$24.38	Transportation Visit plus Handling Charge
■ Regular Pickup	\$24.38	Transportation Visit plus Handling Charge
■ Handling Charge	\$2.30	Cubic Foot



Premium Storage and Services

PROGRAM MANAGEMENT SERVICES — RETRIEVALS/REFILES

Description	Effective Price	Per
■ Rush Retrieval - Carton	\$5.26	Cubic Foot
■ Rush Retrieval - File from Carton	\$7.01	File
■ Regular Interfile - Carton	\$6.37	Each

PROGRAM MANAGEMENT SERVICES — TRANSPORTATION SERVICES

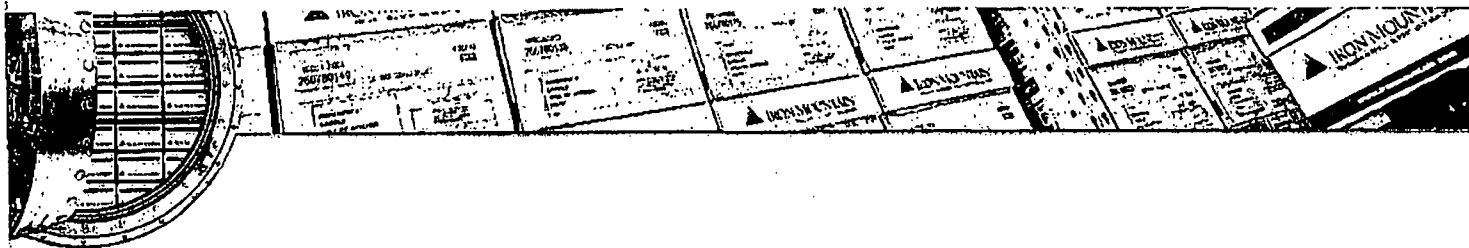
Description	Effective Price	Per
■ Half Day Delivery	\$46.73	Transportation Visit plus Handling Charge
■ Rush Delivery - Business Day	\$93.46	Transportation Visit plus Handling Charge
■ Rush Delivery - Weekends/Holidays/After Hours	\$186.91	Transportation Visit plus Handling Charge
■ Rush Pickup - Business Day	\$93.46	Transportation Visit plus Handling Charge

PROGRAM MANAGEMENT SERVICES — ARCHIVAL DESTRUCTION

Description	Effective Price	Per
■ Archival Destruction - File from Carton	\$4.00	File plus Regular Retrieval Charge

PROGRAM MANAGEMENT SERVICES — INDIVIDUAL LISTING OF FILES

Description	Effective Price	Per
■ Individual Listing	\$0.53	File



PROGRAM MANAGEMENT SERVICES — MISCELLANEOUS SERVICES

Description	Effective Price	Per
■ Miscellaneous Services - Labor	\$48.00	Hour

PROGRAM MANAGEMENT SERVICES — RE-BOXING

Description	Effective Price	Per
■ Re-Boxing Charge	\$5.00	Labor plus New Carton Cost

Other Program Fees

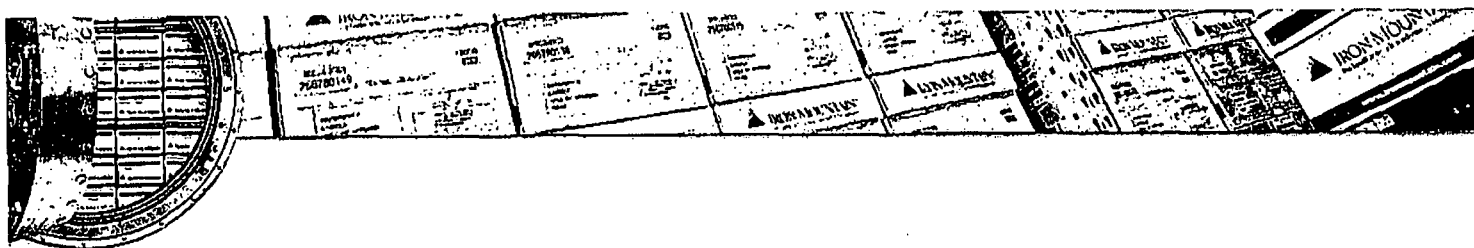
OTHER PROGRAM FEES

Description	Effective Price	Per
■ Administrative Fee (Summary Billing)	\$25.12	Account ID
■ Administrative Fee (Detailed Billing)	\$62.80	Account ID

Custom Storage and Services

STORAGE

Description	Effective Price	Per
■ Storage Minimum	\$125.00	Month
■ Minimum Service Order Charge	\$8.00	Order



Schedule A:

PROGRAM PRICING SCHEDULE

Records Management Definition of Services

Storage

Storage at Iron Mountain facilities of Customer records ("Deposits" or "Items").

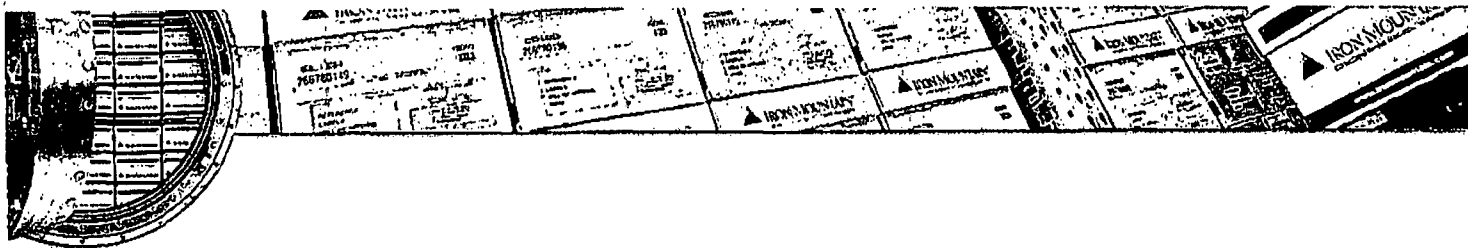
Storage charges are billed monthly in advance.

Program Management Services

Regular Services are provided between 8:00 AM and 5:00 PM, local time, Monday through Friday, excluding holidays.

- **Receiving and Entering**
Receipt of new Cartons for storage.
- **Retrievals/Refiles**
Temporary removal of Items from, or return of Items to, storage. Retrieval service may be "Regular" or "Rush."
- **Archival Destruction**
Retrieval, documentation, preparation, and secure shredding of Items stored at Iron Mountain.
- **Permanent Withdrawal**
Retrieval, documentation, and preparation at Iron Mountain loading dock for permanent removal of Items stored at Iron Mountain facilities.
- **Individual Listing of Files**
Data entry of file descriptions into Iron Mountain database.
- **Miscellaneous Services**
Charges for Services not specifically listed on this Pricing Schedule, or at cic.ironmountain.com/additionalservices, are charged on the basis of hourly labor, in fifteen minute increments, plus materials consumed.
- **Minimum Service Order Charge**
Minimum charge for an Order, excluding transportation related services.
- **Administrative Fee**
Monthly fee for account maintenance, support, and administrative services.

Minimum Storage accounts are not charged a monthly Administrative Fee.



Management Services are billed monthly in arrears.

Additional Services beyond those listed in this Pricing Schedule are available. For service descriptions, please go to Additional Services at cic.ironmountain.com/additionalservices.

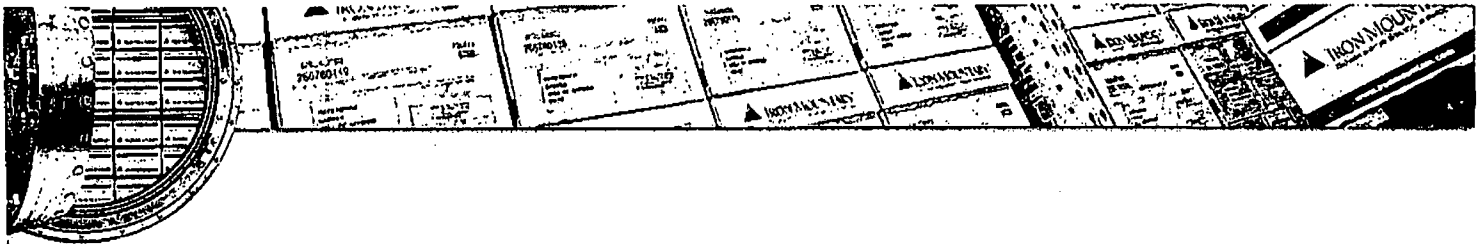
Transportation Services

- **Next Day Delivery**
Order by 3:00 PM for delivery next Business Day.
- **Half Day Delivery**
Order by 10:00 AM for delivery same Business Day; or Order by 3:00 PM for delivery next Business Day by 12:00 PM.
- **Rush Delivery, Business Day**
Delivery within 3 hours of placement of Order (for Orders received not later than 2:00 PM) on a Business Day.
- **Rush Delivery, Weekends/Holidays/After Hours**
Delivery within 4 hours of placement of Order.
- **Regular Pickup**
Pickup orders placed before 4:00 PM on a Business Day will be picked up within the following two Business Days.
- **Rush Pickup, Business Day**
Pickup orders placed before 4:00 PM on a Business Day will be picked up on the following Business Day.

Fuel Surcharge Policy

A Fuel Surcharge is applied monthly based upon changes in the price of diesel fuel as published by the US Department of Energy. This charge is calculated monthly and included as a percentage of transportation related service charges. The current monthly Fuel Surcharge information can be found on the website at cic.ironmountain.com/FuelSurcharge.

Transportation Services are billed monthly in arrears.



Conclusion

Your records tell the story of your business and have operational, financial and legal value.

Yet they also represent risks, costs and management challenges. In addition to rising storage, labor and administrative expenses, today's changing legal climate brings liability — tough enforcement of new regulations adds a litigation-readiness focus to the complexity of records management.

As this proposal demonstrates, Iron Mountain has the expertise, the resources and the experience to solve Erickson Retirement Communities LLC's unique challenges. Our professional, proven, cost-effective records management services have been tailored to address your specific needs.

Iron Mountain can provide you with:

- Responsive local service
- Proven technology
- Deep records management expertise
- Proactive account management
- National account capabilities
- Real estate and facilities resources
- Economies of scale
- Highly trained and dedicated professional staff

Customers choose Iron Mountain for one reason above all: value. This value extends beyond storage and management services; it rests with the confidence of knowing you have entrusted your records to the industry leader. Customers know Iron Mountain is committed to a long-term business relationship. Iron Mountain is here with answers for your records and information management needs today, and we will be here to help you with your challenges of tomorrow.



February 25, 2010

BY OVERNIGHT DELIVERY

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

Re: In re Erickson Retirement Communities, LLC, Ch. 11, Case No. 09-37010,
Bankr. N.D. TX; AND
In re Erickson Construction, LLC, Ch. 11, Case No. 09-37016,
Bankr. N.D. TX

Dear BMC Group, Inc.:

Enclosed for filing are the originals and copies of Iron Mountain Information Management, Inc.'s Proofs of Claim as to pre-petition amounts owing in the above-referenced bankruptcy cases. Please file the originals, date-stamp the copies, and return the copies to Joseph Corrigan (address on Proof of Claim sheet) in the enclosed self-addressed, stamped envelope. If you have any questions or need anything further, please do not hesitate to contact me.

Thank you for your assistance in this matter.

Very truly yours,

Holly Dulaney
Paralegal

Tel: 617.535.8330

Fax: 617.451.0409

Email: holly.dulaney@ironmountain.com

Enclosures