

**UNITED STATES BANKRUPTCY COURT - NORTHERN DISTRICT OF TEXAS** **PROOF OF CLAIM**

Name of Debtor: **Concord Campus GP, LLC (1)** Case Number: **09-37021-sgj11**

NOTE: *This form should not be used to make a claim for an administrative expense arising after the commencement of a 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): **CNA Companies (2)**  Check this box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent:  
**Wildman Harrold Allen & Dixon, LLP**  
 c/o Jonathan W. Young and Yeny C. Estrada  
 225 West Wacker Drive  
 Chicago, IL 60606

**FILED**  
**FEB 26 2010**

Telephone number: **(312) 201-2662**

Court Claim Number: \_\_\_\_\_  
 (If known)

Filed on: \_\_\_\_\_

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

Telephone number: \_\_\_\_\_

**TAWANA C. MARSHALL, CLERK**  
**U.S. BANKRUPTCY COURT**  
**NORTHERN DISTRICT OF TEXAS**

*BM*

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

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

1. Amount of Claim as of Date Case Filed: \$ \_\_\_\_\_ unliquidated (3)

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

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

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

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

Specify the priority of the claim.

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

- Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).
- Wages, salaries, or commissions (up to \$10,950\*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).
- Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).
- Up to \$2,425\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).
- Taxes or penalties owed to governmental units - 11 U.S.C. §507(a)(8).
- Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(2).

3. Last four digits of any number by which creditor identifies debtor: HAZ 1064405052-0, 1064405052-1, 1064405052-2, 1064405052-3, 1064405052-4, 3011726644-0; NSD 4014004514

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

Amount entitled to priority:  
 \$ \_\_\_\_\_

4. Secured Claim (See instruction #4 on reverse side.)  
 Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

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

Describe: \_\_\_\_\_

Value of Property: \$ (4) Annual Interest Rate \_\_\_\_\_%

Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ \_\_\_\_\_ Basis for perfection: \_\_\_\_\_

Amount of Secured Claim: \$ \_\_\_\_\_ unliquidated (5) Amount Unsecured: \$ \_\_\_\_\_ unliquidated

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

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.


If the documents are not available, please explain: \_\_\_\_\_

\* Amounts are subject to adjustment on 9/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

Date: 2/24/10 Signature: \_\_\_\_\_  
 Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

**FOR COURT USE ONLY**

**Erickson Ret. Comm. LLC**



01689

**Proof of Claim**

1

This claim is filed in the Chapter 11 proceedings of Erickson Retirement Communities, LLC (“Debtor”) and affiliates of the Debtor. This claim should be deemed filed in the Chapter 11 proceedings of the Debtor and its affiliates to the extent that (i) the Debtor is liable for any portion of this claim under the terms of the Insurance Program (as hereinafter defined) or applicable law and/or (ii) any portion of this claim is allocable to the estates of any of the affiliate Debtors.

2

This claim is filed by Continental Casualty Company, Columbia Casualty Company, and their American insurance affiliates (individually or collectively, the “CNA Companies” or “CNA” or “CCC”).

3

This claim arises under various programs of insurance maintained by CNA for the Debtor (the “Insurance Program”) prior to the bankruptcy. Under the terms of the Insurance Program, CNA issued various policies of insurance for the benefit of the Debtor and its additional insureds, which may have include professional liability, general liability, excess nursing home liability, and related coverages (the “Policies”). The periods of coverage provided under the Policies are from October 15, 2004 to January 1, 2010. The conditions of the Insurance Program are very similar to those outlined in the binder for the current policy term of January 1, 2010 to January 1, 2011, which is attached to the Proof of Claim filed in the primary case (i.e., In re Erickson Retirement Communities, LLC, 09-37010-sgj11).

Both prior and subsequent to the commencement of the Bankruptcy Proceeding, CNA provided and continues to provide insurance programs. CNA believes that there are no open balances prior to this current policy year of January 1, 2010 to January 1, 2011. Nevertheless, in an abundance of caution, the CNA is filing this proof of claim to the extent that the Debtor failed to pay or perform any of their outstanding obligations under the Insurance Program or applicable law. CNA therefore asserts this claim for the payment and performance of all amounts and obligations now or hereafter owing to them under the Insurance Program and/or applicable law. Without limiting the generality of the foregoing, CNA asserts all rights of indemnification, contribution and reimbursement owed to them by the Debtor.

Because all of the Debtor's obligations to CNA are presently unliquidated, the CNA is filing this Claim as unliquidated. The CNA asserts this Claim with respect to obligations and amounts owing to it that have already accrued, that continue to accrue, and that may accrue in the future. CNA reserves the right, at any time in the future, (i) to amend this Claim at any time to state a liquidated balance and (ii) to seek a judicial estimation of its Claim (or any unliquidated amounts asserted herein) pursuant to 11 U.S.C. § 502(c).

4

This Claim should be deemed secured by all amounts now or hereafter owing to CNA, whether under the Insurance Program, applicable law or otherwise. The collateral for the Insurance Program is in the form of various Letters of Credit as stated in each policy. Any amounts or credits now or hereafter owing to the Debtor should be deemed to be CNA's collateral, with CNA reserving all rights of setoff and/or recoupment to the fullest extent possible.

5

Because the amount of credits that may be owing to the Debtor, now or hereafter, is presently unknown, the secured portion of this Claim is filed as unliquidated. CNA reserves the right to amend this Claim to liquidate the credits, and any corresponding rights of setoff and recoupment. To the extent that CNA is undersecured, it reserves and asserts all unsecured and administrative claims to the fullest extent possible.