

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

Name of Debtor: Erickson Retirement Communities, LLC Case Number: 09-37010

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property): Name and address where notices should be sent: YOUR CLAIM IS SCHEDULED AS: Schedule/Claim ID: s2507 AMOUNT/CLASSIFICATION \$388,607.21 UNSECURED [Contingent/Unliquidated/Disputed] Court Claim Number: (If known) Filed on:

Name and address where payment should be sent (if different from above): 208 WINDERMERE CT. McMURRAY, PA 15317 Telephone number: 724-260-0762

1. Amount of Claim as of Date Case Filed: \$ 422,607.21 U.S. BANKRUPTCY COURT NORTHERN DISTRICT OF TEXAS 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: GPP Employment Benefit Plan (See instruction #2 on reverse side.) 3. Last four digits of any number by which creditor identifies debtor: Tax ID 3375 3a. Debtor may have scheduled account as: Claim ID 52507 (See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: Real Estate Motor Vehicle Other Describe: Value of Property: \$ Annual Interest Rate % Amount of arrearage and other charges as of time case filed included in secured claim if any: \$ Basis for perfection: Amount of Secured Claim: \$ Amount Unsecured: \$

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:

Date: 2/24/10 Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. 208 WINDERMERE CT. McMURRAY, PA 15317

- Check this box to indicate that this claim amends a previously filed claim.
Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Check this box if you are the debtor or trustee in this case.
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)( ).

FOR COURT USE ONLY
Erickson Ret. Comm. LLC
1698

## Exhibit A

Supporting documentation/calculation for Proof of Claim for **GPP Employment Benefit Plan**

Name of Debtor: ERICKSON RETIREMENT COMMUNITIES LLC  
Case Number: S2507

Name of Creditor: ERIC GROSS  
Address: 208 WINDERMERE CT.  
McMURRAY, PA 15317

Exhibits referenced in this documentation:

~~Exhibit B: GPP document showing payout conditions~~

Exhibit C: GPP document showing principal dollar amount owed from GPP Old Plan

Exhibit D: GPP document showing principal dollar amount owed from GPP New Plan

Per GPP document (~~Exhibit B~~), Article VI, Paragraph 6.1.c spells out the payout of the Old GPP units to be in four installments to be paid on or before June 30 of each year with 9% annual accrued interest included at each payout based on a fixed valuation stated in Paragraph 6.1.e. Exhibit C shows the principal dollar amount owed from the GPP Old Plan based on one installment (ie, the fourth installment which was due in 2009) that was not paid out as scheduled.

For New Plan GPP units, the valuation of the units is published yearly (Exhibit D).

Calculation:

New GPP Plan: Calculation is shown on Exhibit D as a total of: \$ 99,000  
Old GPP plan: Fourth installment: principal amount as shown on Exhibit C as installment of: \$ 289,607.21

Subtotal of Principal Amount from New Plan and Old Plan: \$ 388,607.21

Accrued Interest to final installment of Old Plan GPP:

(9% interest per annum) x (( 476 days of accrued interest) / (365 calendar days per year)) = Effective Interest Rate

9% x ( 476 / 365 ) = 11.74%

Where 476 days is calculated from prior third installment date of June 30, 2008 up until the bankruptcy filing date of October 19, 2009.

(Effective interest rate) x (Principal Amount of old GPP installment) = Accrued Interest Owed

11.74% x \$ 289,607.21 = \$ 34,000

(Subtotal of Principal from Old and New Plan) + (Accrued Interest Owed) = Total GPP owed

\$ 388,607 + \$ 34,000 = \$ 422,607

TO: Eric Gross  
DATE: January 30, 2009  
RE: Separation Agreement and Release - revised

Erickson Retirement Communities, LLC ("Erickson") must regretfully initiate a reduction in force. This agreement (the "Agreement") sets forth the terms and conditions for your separation from employment. This Agreement supersedes and replaces the previous agreement dated January 5, 2009.

1. You were separated as of the close of business on Friday, January 9, 2009 (the "Effective Date"). However, you were not required to back to the office after January 7<sup>th</sup>. You have already received a final paycheck for your wages, minus taxes and withholdings, through the Effective Date at your regular 2008 salary level, on the next regular Erickson pay-date. Your current benefits package remains in effect through the end of January 2009 with the standard payroll deduction. You have received or will soon receive a check for any accrued, unused PTO hours, minus taxes and withholdings, you have as of the Effective Date on the regular Erickson paydate.

2. If you sign this Agreement and do not revoke your signature, we will also provide the benefits listed below. You will not be entitled to any other compensation, payments or benefits; however, this doesn't affect your vested retirement benefits nor any rights you have to continue your health insurance under COBRA.

- 42 weeks of separation pay at your 2008 salary level, minus taxes and withholdings. The separation pay will be made in bi-weekly payments in accordance with Erickson's regular pay dates. These payments will start on the first pay period following eight (8) days after your signature of this Agreement. However, if you accept another position with Erickson or its affiliates or communities during the separation pay period, then your separation pay will end as of the start date for your new position.
- You will be eligible to participate in any group outplacement services offered by Erickson through its contractor(s) as part of the January 2009 reduction-in-force program. Available outplacement services may vary depending on your home state and the office where you normally reported.
- If you currently participate in our benefits plans, beginning February 1, 2009, you may elect to continue your current health benefits package under COBRA. If you make this election, Erickson will continue to pay its current portion of the cost of your current health benefits under COBRA during the separation pay period, and you will be responsible for the remainder of the premium under COBRA. After the final separation paycheck is remitted to you, you will be responsible for the entire premium.
- If you participate in the 401k plan, you remain vested in the employer's matching contributions towards your 401k plan per the information which is included in your separation packet. Per the terms of the plan, you cannot make any further contributions during the separation pay period.
- We agree that you are vested in Growth Participation Plan (GPP) Units under the terms of the old 2005 plan and/ or the terms of the 2006 plan. Your remaining amounts or units are listed on Exhibit A, attached and incorporated hereto. All payments of GPP value will be made per the terms of the plans and may be delayed or deferred per the terms of the plans.
- If you have an outstanding employee assistance loan, we will continue to deduct the amounts you agreed upon from your final paycheck and separation paychecks. If there is still an outstanding balance after the final paycheck or separation pay is ended, we will forgive the outstanding balance.
- If you have a current agreement for tuition reimbursement, we will continue the reimbursement per the terms of our tuition reimbursement policy for this current semester only.
- Erickson's discretionary bonus program depends upon by company performance for the year. Based on 2008 company performance, Erickson will likely not pay 2008 performance bonuses. However, if Erickson determines to pay a 2008 performance bonus to its current employees in 2009, then you will also be eligible to receive the 2008 performance bonus if and when paid.

- If you are uncertain about your participation or vesting level in the benefits or plans named above, you may contact the HR Representative at the number provided in your separation packet.

3. You agree to return promptly all of Erickson's property including, but not limited to, your ID card, keys, parking pass, laptop, blackberry/ phone, equipment, and any documents or files concerning residents, employees, services, software, and business information for Erickson, its subsidiaries, or its managed retirement communities. You agree to be reasonably available for discussions with your manager about transitioning your work. If you wish to keep your company phone, you will be required to transfer the account to your name and will be responsible for all charges after the Effective Date. You agree to refrain from disclosing any of Erickson's trade secrets, business practices, proprietary information or confidential information which you acquired during the course of your employment with Erickson. You also agree to keep the terms and the existence of this Agreement confidential and not to disclose this Agreement to any other person or entity, except for your attorney, your tax advisor, or your spouse, as applicable, unless otherwise required by law.

4. You agree not to communicate any derogatory or defamatory information concerning Erickson, including its directors, officers, and employees to any other person or entity. Erickson agrees not to communicate any derogatory or defamatory information concerning you to any other person or entity. Erickson also agrees that it will not contest your application for unemployment compensation benefits.

5. In consideration for the benefits listed in Section 2 of this Agreement, you hereby release Erickson, its owners, directors, officers, employees, agents, managed retirement communities, insurers, employee benefit plans and fiduciaries/ administrators of such plans, and all related or affiliated persons or entities (collectively the "Released Parties") of and from any and all known and unknown liability, claims, causes, demands, attorneys fees, damages, and rights, including, but not limited to, any claims which you have or may have arising out of or related to your employment, including the separation of your employment. This waiver and release includes all rights and obligations under any federal, state, or local laws, regulations, ordinances, or common law, including but not limited to all employment discrimination laws such as Title VII of the Civil Rights Act of 1964, as amended, the Maryland Human Rights Act, the Age Discrimination in Employment Act of 1967 ("ADEA"), the Worker Adjustment and Retraining Notification Act ("WARN"), the Americans with Disabilities Act of 1990, Sections 1981 through 1988 of Title 42 of the United States Code, the Employee Retirement Income Security Act of 1974 ("ERISA"), and all other employment laws, claims for wrongful discharge, claims of unfair dealing, claims in connection with any employment contract, and claims for personal injury, emotional distress, pain and suffering, compensatory or punitive damages.

6. You agree that you have not filed nor commenced any charges, complaints, claims, civil actions or other proceedings against the Released Parties in any federal, state, local or other agency, court, or tribunal. You agree not to seek or request damages in connection with any other claim, demand or charge against the Released Parties. This Agreement is not intended to interfere with any right you have to file a charge with any federal, state or local governmental agency, except that you agree that by entering into this Agreement, you waive any claim to recovery of any remedy beyond what is provided in this Agreement. You also agree that you have not been denied any leave requested under the Family and Medical Leave Act or any applicable state/ local leave laws. This paragraph does not preclude you from bringing an action to enforce the terms of this Agreement or to challenge the validity of this Agreement.

7. You agree that you had the opportunity to report to Erickson any violations of the Erickson Corporate Compliance Plan during your employment and you further agree that you have no knowledge of any violations of the Plan except as otherwise reported. You agree that your obligations under this Agreement are material obligations on which Erickson is reasonably relying. If you breach your obligations under this Agreement, Erickson may immediately suspend or terminate its own obligations under the Agreement, including but not limited to, our

obligations to pay any and all compensation or other amounts listed in Section 2 of this Agreement or pursue an action to recover any such compensation paid or enforce performance of this Agreement.

8. This Agreement shall not be in any way construed as an admission by Erickson, owners, directors, officers, employees, or agents of any liability, wrongdoing, discrimination, fault, or breach.

9. You are advised to consult with an attorney concerning this Agreement. In accordance with current legal requirements under the Older Workers' Benefit Protection Act, this offer will be held open for no more than forty-five (45) days from January 30, 2009 after which time the offer will automatically expire. You may use as much of this 45-day period as you wish before signing. In addition, you may revoke this Agreement any time within seven (7) days after you sign the Agreement. To be effective, any revocation must be in writing and must be delivered within seven (7) days after your signature to the following address: Erickson Retirement Communities, 701 Maiden Choice Lane, Baltimore, Maryland 21228, Attn: General Counsel. Required information on this Reduction in Force Program is included for your consideration in attached Schedules 1 and 2.

10. Your signature confirms that you are entering into this Agreement voluntarily, you understand all of its terms, and that you are not relying upon any other representations or agreements of Erickson except for those expressly set forth in this Agreement. Once signed, this Agreement will set forth the entire agreement between Erickson and you and supersedes any previous agreements or discussions concerning your employment or the termination thereof, except as expressly noted above. No changes in this Agreement will be valid unless in writing and signed by both parties. In the event that any one or more of the provisions of this Agreement other than the general release language in Section 5 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 had not contained the invalid, illegal, or unenforceable provision.

11. Any need for interpretation or enforcement of this Agreement will be in accordance with Maryland law, without regard to its conflict of laws provisions. Erickson and you agree that any action or proceeding relating to the enforcement of this Agreement will only be brought in the courts of Baltimore County, Maryland or in the U.S. District Court for the State of Maryland. Erickson and you further agree that any such action or proceeding will be heard without a jury or an advisory jury. You and Erickson waive your respective rights to bring any such action or proceeding in any other jurisdiction, or to have any such action or proceeding heard before a jury or an advisory jury.

**PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS AS OF THE DATE OF THIS AGREEMENT. BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND ARE VOLUNTARILY ENTERING INTO IT.**

Witness: [Signature]

Eric L. Gross

Employee Signature

Eric Gross

Date: 1/31/09

Witness: [Signature]

Erickson Retirement Communities, LLC  
Signed by: Deborah Pawlicki  
Printed Name: Deborah Pawlicki  
Date: 1/30/2009

EXHIBIT A

As of the Effective Date, the current value of your GPP units under the old plan was \$289,607.21.

As of the Effective Date, you had the following GPP units in the new 2006 plan.

2006 units 412.5 currently valued at \$170/unit	}	\$ 99,000
2007 units 412.5 currently valued at \$70/unit		

No value on units granted in 2008