B 10 (Official Form 10) (12/08)

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

Name of Debtor: Erickson Retirement Communities, LLC	Case Number: 09-37010-sgj11

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:

20835748005971
KYRIBA
▬▬▬▬▬▬▬▬
SUITE 100
SAN DIEGO, CA 92130

Kyriba Corp.
11622 El Camino Real
Ste 100
San Diego, CA 92130

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

FILED

Court Claim Number: _____
(If known) FEB 2 3 2010

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

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

RECEIVED

MAR 0 2 2010

BMC GROUP

Telephone number: 1-858-764-2458

☐ 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.

1. Amount of Claim as of Date Case Filed: $ 8,893.20

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.

2. Basis for Claim: Consulting services performed and goods sold.
(See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: _____

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

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

Nature of property or right of setoff: ☐ 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:

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.

☐ 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)(__).

Amount entitled to priority:

$_____

Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

Date: 2/23/10	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.	FOR COURT USE ONLY

FOR COURT USE ONLY

Erickson Ret. Comm. LLC

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01727

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.

UNITED STATES BANKRUPTCY COURT Northern District of Texas

Notice of
Chapter 11 Bankruptcy Case, Meeting of Creditors, & Deadlines

A chapter 11 bankruptcy case concerning the debtor(s) listed below was filed on 10/19/09.

You may be a creditor of the debtor. **This notice lists important deadlines.** You may want to consult an attorney to protect your rights. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below.
NOTE: The staff of the bankruptcy clerk's office cannot give legal advice.

See Reverse Side For Important Explanations

Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):
Erickson Retirement Communities, LLC
701 Maiden Choice Lane
Baltimore, MD 21228

Case Number: 09–37010–sgj11	Social Security / Individual Taxpayer ID / Employer Tax ID / Other nos: 52–2003375
Attorney for Debtor(s) (name and address): Vincent P. Slusher DLA Piper LLP US 1717 Main Street Suite 4600 Dallas, TX 75201 Telephone number: (214) 743–4572	

Meeting of Creditors

Date: **November 30, 2009**   Time: **02:00 PM**
Location: **Office of the U.S. Trustee, 1100 Commerce St.,Room 752, Dallas, TX 75242**

Deadline to File a Proof of Claim

Proof of claim must be *received* by the bankruptcy clerk's office by the following deadline:
For all creditors (except a governmental unit): **2/28/10**   For a governmental unit:

Creditor with a Foreign Address:

A creditor to whom this notice is sent at a foreign address should read the information under "Claims" on the reverse side.

Deadline to File a Complaint to Determine Dischargeability of Certain Debts:

Creditors May Not Take Certain Actions:

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

Address of the Bankruptcy Clerk's Office: 1100 Commerce Street Room 1254 Dallas, TX 75242 Telephone number: 214–753–2000	**For the Court:** Clerk of the Bankruptcy Court: Tawana C. Marshall
Hours Open: Monday – Friday 8:30 AM – 4:30 PM	Date: 10/23/09

EXPLANATIONS B9F (Official Form 9F) (12/08)

Filing of Chapter 11 Bankruptcy Case	A bankruptcy case under Chapter 11 of the Bankruptcy Code (title 11, United States Code) has been filed in this court by or against the debtor(s) listed on the front side, and an order for relief has been entered. Chapter 11 allows a debtor to reorganize or liquidate pursuant to a plan. A plan is not effective unless confirmed by the court. You may be sent a copy of the plan and a disclosure statement telling you about the plan, and you might have the opportunity to vote on the plan. You will be sent notice of the date of the confirmation hearing, and you may object to confirmation of the plan and attend the confirmation hearing. Unless a trustee is serving, the debtor will remain in possession of the debtor's property and may continue to operate any business.
Legal Advice	The staff of the bankruptcy clerk's office cannot give legal advice. Consult a lawyer to determine your rights in this case.
Creditors Generally May Not Take Certain Actions	Prohibited collection actions are listed in Bankruptcy Code § 362. Common examples of prohibited actions include contacting the debtor by telephone, mail or otherwise to demand repayment; taking actions to collect money or obtain property from the debtor; repossessing the debtor's property; and starting or continuing lawsuits or foreclosures. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay.
Meeting of Creditors	A meeting of creditors is scheduled for the date, time and location listed on the front side. *The debtor's representative must be present at the meeting to be questioned under oath by the trustee and by creditors.* Creditors are welcome to attend, but are not required to do so. The meeting may be continued and concluded at a later date without further notice. The court, after notice and a hearing, may order that the United States trustee not convene the meeting if the debtor has filed a plan for which the debtor solicited acceptances before filing the case.
Claims	A Proof of Claim is a signed statement describing a creditor's claim. If a Proof of Claim form is not included with this notice, you can obtain one at any bankruptcy clerk's office. You may look at the schedules that have been or will be filed at the bankruptcy clerk's office. If your claim is scheduled and is *not* listed as disputed, contingent, or unliquidated, it will be allowed in the amount scheduled unless you filed a Proof of Claim or you are sent further notice about the claim. Whether or not your claim is scheduled, you are permitted to file a Proof of Claim. If your claim is not listed at all *or* if your claim is listed as disputed, contingent, or unliquidated, then you must file a Proof of Claim or you might not be paid any money on your claim and may be unable to vote on the plan. A secured creditor retains rights in its collateral regardless of whether that creditor files a Proof of Claim. Filing a Proof of Claim submits the creditor to the jurisdiction of the bankruptcy court, with consequences a lawyer can explain. For example, a secured creditor who files a Proof of Claim may surrender important nonmonetary rights, including the right to a jury trial. **Filing Deadline for a Creditor with a Foreign Address:** The deadlines for filing claims set forth on the front of this notice apply to all creditors. If this notice has been mailed to a creditor at a foreign address, the creditor may file a motion requesting the court to extend the deadline.
Discharge of Debts	Confirmation of a chapter 11 plan may result in a discharge of debts, which may include all or part of your debt. See Bankruptcy Code § 1141(d). A discharge means that you may never try to collect the debt from the debtor, except as provided in the plan. If you believe that a debt owed to you is not dischargeable under Bankruptcy Code § 1141(d)(6)(A), you must start a lawsuit by filing a complaint in the bankruptcy clerk's office by the "Deadline to File a Complaint to Determine Dischargeability of Certain Debts" listed on the front side. The bankruptcy clerk's office must receive the complaint and any required filing fee by that Deadline.
Bankruptcy Clerk's Office	Any paper that you file in this bankruptcy case should be filed at the bankruptcy clerk's office at the address listed on the front side. You may inspect all papers filed, including the list of the debtor's property and debts and the list of the property claimed as exempt, at the bankruptcy clerk's office.
Creditor with a Foreign Address	Consult a lawyer familiar with United States bankruptcy law if you have any questions regarding your rights in this case.

Refer to Other Side for Important Deadlines and Notices

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:
Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

Creditor's Name and Address:
Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:
State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:
State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the trustee or another party in interest files an objection to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:
State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:
Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim:
Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).
If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:
An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:
Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:
The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

_____DEFINITIONS_____

Debtor
A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor
A creditor is a person, corporation, or other entity owed a debt by the debtor that arose on or before the date of the bankruptcy filing. See 11 U.S.C. §101 (10)

Claim
A claim is the creditor's right to receive payment on a debt owed by the debtor that arose on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim
A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. §506(a)
A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim
An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §507(a)
Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted
A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection
Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

_____INFORMATION_____

Acknowledgment of Filing of Claim
To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim
Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

Mail original proof of claim form and copies of supporting documentation to:

If by regular mail:
BMC Group Inc
Attn: Erickson Retirement Communities, LLC
Claims Processing
PO Box 3020
Chanhassen, MN 55317-3020

If by messenger or overnight delivery:
BMC Group Inc
Attn: Erickson Retirement Communities, LLC
Claims Processing
18750 Lake Drive East
Chanhassen, MN 55317

Debtors	**Case Number**
Erickson Retirement Communities, LLC	09-37010
Ashburn Campus, LLC	09-37018
Columbus Campus, LLC	09-37019
Concord Campus GP, LLC	09-27021
Concord Campus, LP	09-37020
Dallas Campus GP, LLC	09-37013
Dallas Campus, LP	09-37012
Erickson Construction, LLC	09-37016
Erickson Group, LLC	09-37015
Houston Campus, LP	09-37022
Kansas Campus, LLC	09-37024
Littleton Campus, LLC	09-37023
Novi Campus, LLC	09-37025
Senior Campus Services, LLC	09-37017
Warminster Campus GP, LLC	09-37027
Warminster Campus, LP	09-37026

Once filed, a "**Filed**" stamped copy of the proof of claim will be returned to the claimant within three (3) business days of docketing **If** the claimant encloses a stamped, self-addressed envelope with a copy of the proof of claim.

Erickson Retirement Communities, LLC
Summary

Description	Invoice No.	Invoice Date	Amount
July Consulting Fees	5013182	8/14/2009	1,375.00
July Connectivity Fees	5013215	8/14/2009	1,350.00
August Connectivity Fees	5013313	9/21/2009	1,350.00
September Consulting Fees	5013340	10/12/2009	2,854.17
September Connectivity Fees	5013376	10/13/2009	1,350.00
October Connectivity Fees	5013445	11/16/2009	677.42
October Platform Usage Fees	5013448	11/23/2009	1,020.48
Credit Memo	5013376CM	11/23/2009	(1,083.87)
Grand Total			**8,893.20**

Kyriba

INVOICE

Kyriba Corp
11622 El Camino Real
Suite 100
San Diego, CA 92130

INVOICE #	:	5013182
DATE	:	08/14/2009
DUE DATE	:	**09/13/2009**
TOTAL AMOUNT :		$1,375.00
TOTAL DUE	:	**$1,375.00**

Bill to: Erickson Retirement Communities, LLC
Attn: Accounts Payable
701 Maiden Choice Lane
Baltimore, MD 21228

DESCRIPTION / MEMO	AMOUNT
IMPLEMENTATION CONSULTING FEES JULY 2009	
Consulting Fees (5.5 hrs)	$1,375.00

Wire Instructions: Kyriba Corp, Bank of America, ABA 026009593 (Wire) or ABA 121000358 (ACH), SWIFT BOFAUS3N, A/C 2351561754	TOTAL AMOUNT:	$1,375.00

Kyriba Corp
11622 El Camino Real
Suite 100
San Diego, CA 92130

Customer Id: ERIC
Invoice #:5013182

Bill to: Erickson Retirement Communities, LLC
Attn: Accounts Payable
701 Maiden Choice Lane
Baltimore, MD 21228

TOTAL DUE: **$1,375.00**

AMOUNT ENCLOSED:

Remit to: **Kyriba Corp**
11622 El Camino Real
Suite 100
San Diego, CA 92130
United States

Kyriba

INVOICE

Kyriba Corp
11622 El Camino Real
Suite 100
San Diego, CA 92130

INVOICE #	:	5013215
DATE	:	08/14/2009
DUE DATE	:	**09/13/2009**
TOTAL AMOUNT :		$1,350.00
TOTAL DUE	:	**$1,350.00**

Bill to: Erickson Retirement Communities, LLC
Attn: Accounts Payable
701 Maiden Choice Lane
Baltimore, MD 21228

DESCRIPTION / MEMO	AMOUNT
Connectivity Fees July 2009	
Current Bank Reporting Connections - 14 Banks	$1,350.00
Current Payment Connections - 2	
Web Connections - Eastern Bk 2 accts, Lakeland Bk 2 accts	

Wire Instructions: Kyriba Corp, Bank of America, ABA 026009593 (Wire) or ABA 121000358 (ACH), SWIFT BOFAUS3N, A/C 2351561754	**TOTAL AMOUNT:**	**$1,350.00**

Kyriba Corp
11622 El Camino Real
Suite 100
San Diego, CA 92130

Customer Id: ERIC
Invoice #:5013215

Bill to: Erickson Retirement Communities, LLC
Attn: Accounts Payable
701 Maiden Choice Lane
Baltimore, MD 21228

TOTAL DUE: **$1,350.00**

AMOUNT ENCLOSED:

Remit to: **Kyriba Corp**
11622 El Camino Real
Suite 100
San Diego, CA 92130
United States

DATE:	08/14/2009	TERMS: 30 Days	DUE DATE: 09/13/2009	PAGE 1

Kyriba

INVOICE

Kyriba Corp
11622 El Camino Real
Suite 100
San Diego, CA 92130

INVOICE #	:	5013313
DATE	:	09/21/2009
DUE DATE	:	**10/21/2009**

TOTAL AMOUNT :	$1,350.00
TOTAL DUE :	**$1,350.00**

Bill to: Erickson Retirement Communities, LLC
Attn: Accounts Payable
701 Maiden Choice Lane
Baltimore, MD 21228

DESCRIPTION / MEMO	AMOUNT
Connectivity Fees August 2009	
Current Bank Reporting Connections - 14 Banks	$1,350.00
Current Payment Connections - 2	
Web Connections - Eastern Bk 2 accts, Lakeland Bk 2 accts	
TOTAL AMOUNT:	**$1,350.00**

Kyriba Corp
11622 El Camino Real
Suite 100
San Diego, CA 92130

Customer Id: ERIC
Invoice #:5013313

Bill to: Erickson Retirement Communities, LLC
Attn: Accounts Payable
701 Maiden Choice Lane
Baltimore, MD 21228

TOTAL DUE: **$1,350.00**

AMOUNT ENCLOSED:

Remit to: **Kyriba Corp**
11622 El Camino Real
Suite 100
San Diego, CA 92130
United States

Kyriba

Kyriba Corp
11622 El Camino Real
Suite 100
San Diego, CA 92130

INVOICE #	:	5013340
DATE	:	10/12/2009
DUE DATE	:	**11/11/2009**
TOTAL AMOUNT :		$2,854.17
TOTAL DUE	:	**$2,854.17**

Bill to: Erickson Retirement Communities, LLC
Attn: Accounts Payable
701 Maiden Choice Lane
Baltimore, MD 21228

DESCRIPTION / MEMO	AMOUNT
IMPLEMENTATION CONSULTING FEES SEPTEMBER 2009	
Consulting Fees (15.42 Hrs)	$2,854.17
Wire Instructions: Kyriba Corp, Bank of America, ABA 026009593 (Wire) or ABA 121000358 (ACH), SWIFT BOFAUS3N, A/C 2351561754	**TOTAL AMOUNT:** $2,854.17

Kyriba Corp
11622 El Camino Real
Suite 100
San Diego, CA 92130

TOTAL DUE: **$2,854.17**

Customer Id: ERIC
Invoice #:5013340

AMOUNT ENCLOSED:

Bill to: Erickson Retirement Communities, LLC
Attn: Accounts Payable
701 Maiden Choice Lane
Baltimore, MD 21228

Remit to: **Kyriba Corp**
11622 El Camino Real
Suite 100
San Diego, CA 92130
United States

Kyriba

Kyriba Corp
11622 El Camino Real
Suite 100
San Diego, CA 92130

INVOICE #	:	5013376
DATE	:	10/13/2009
DUE DATE	:	**11/11/2009**
TOTAL AMOUNT :		$1,350.00
TOTAL DUE	:	**$1,350.00**

Bill to: Erickson Retirement Communities, LLC
Attn: Accounts Payable
701 Maiden Choice Lane
Baltimore, MD 21228

DESCRIPTION / MEMO	AMOUNT
Connectivity Fees September 2009	
Current Bank Reporting Connections - 14 Banks	$1,350.00
Current Payment Connections - 2	
Web Connections - Eastern Bk 2 accts, Lakeland Bk 2 accts	
Wire Instructions: Kyriba Corp, Bank of America, ABA 026009593 (Wire) or ABA 121000358 (ACH), SWIFT BOFAUS3N, A/C 2351561754	
TOTAL AMOUNT:	**$1,350.00**

Kyriba Corp
11622 El Camino Real
Suite 100
San Diego, CA 92130

Customer Id: ERIC
Invoice #:5013376

Bill to: Erickson Retirement Communities, LLC
Attn: Accounts Payable
701 Maiden Choice Lane
Baltimore, MD 21228

TOTAL DUE: **$1,350.00**

AMOUNT ENCLOSED:

Remit to: **Kyriba Corp**
11622 El Camino Real
Suite 100
San Diego, CA 92130
United States

Kyriba

INVOICE

Kyriba Corp
11622 El Camino Real
Suite 100
San Diego, CA 92130

INVOICE #	:	5013445
DATE	:	11/16/2009
DUE DATE	:	**12/16/2009**
TOTAL AMOUNT :		$677.42
TOTAL DUE	:	**$493.55**

Bill to: Erickson Retirement Communities, LLC
Attn: Accounts Payable
701 Maiden Choice Lane
Baltimore, MD 21228

DESCRIPTION / MEMO	AMOUNT
Connectivity Fees October 1-19 (only) 2009	
Current Bank Reporting Connections - 14 Banks Web Connections - Eastern Bk 2 accts, Lakeland Bk 2 accts	$677.42
TOTAL AMOUNT:	**$677.42**

Kyriba Corp
11622 El Camino Real
Suite 100
San Diego, CA 92130

Customer Id: ERIC
Invoice #:5013445

Bill to: Erickson Retirement Communities, LLC
Attn: Accounts Payable
701 Maiden Choice Lane
Baltimore, MD 21228

TOTAL DUE: **$493.55**

AMOUNT ENCLOSED:

Remit to: **Kyriba Corp**
11622 El Camino Real
Suite 100
San Diego, CA 92130
United States

DATE: 11/16/2009   TERMS: 30 Days   DUE DATE: 12/16/2009   PAGE 1

Kyriba

INVOICE

Kyriba Corp
11622 El Camino Real
Suite 100
San Diego, CA 92130

INVOICE #	:	5013448
DATE	:	11/23/2009
DUE DATE	:	**11/23/2009**
TOTAL AMOUNT :		$1,020.48
TOTAL DUE	:	**$1,020.48**

Bill to: Erickson Retirement Communities, LLC
Attn: Accounts Payable
701 Maiden Choice Lane
Baltimore, MD 21228

DESCRIPTION / MEMO	AMOUNT
Platform Usage Fees for the dates OCT01 - OCT19 2009 only (Q4)	
4 Standard users & 1 Non-Standard User	$1,020.48
TOTAL AMOUNT:	**$1,020.48**

Kyriba Corp
11622 El Camino Real
Suite 100
San Diego, CA 92130

Customer Id: ERIC
Invoice #:5013448

Bill to: Erickson Retirement Communities, LLC
Attn: Accounts Payable
701 Maiden Choice Lane
Baltimore, MD 21228

TOTAL DUE: **$1,020.48**

AMOUNT ENCLOSED:

Remit to: **Kyriba Corp**
11622 El Camino Real
Suite 100
San Diego, CA 92130
United States

DATE: 11/23/2009   TERMS: Due upon receipt   DUE DATE: 11/23/2009   PAGE 1

Kyriba

CREDIT MEMO

Kyriba Corp
11622 El Camino Real
Suite 100
San Diego, CA 92130

ADJUSTMENT # :	5013376CM	
DATE :	11/23/2009	
DUE DATE :		
TOTAL AMOUNT :	$(1,083.87)	
TOTAL DUE :	**$0.00**	

Bill to: Erickson Retirement Communities, LLC
Attn: Accounts Payable
701 Maiden Choice Lane
Baltimore, MD 21228

DESCRIPTION / MEMO	AMOUNT
CREDIT MEMO - Jul Pymt connection credit due to non-use	$(300.00)
CREDIT MEMO - Aug Pymt connection credit due to non-use	$(300.00)
CREDIT MEMO - Sep Pymt connection credit due to non-use	$(300.00)
CREDIT MEMO - Oct 1-19 (only) Pymt connection credit due to non-use	$(183.87)
TOTAL AMOUNT:	**$(1,083.87)**

Kyriba Corp
11622 El Camino Real
Suite 100
San Diego, CA 92130

Customer Id: ERIC
Adjustment #:5013376CM

TOTAL DUE: **$0.00**

AMOUNT ENCLOSED:

Bill to: Erickson Retirement Communities, LLC
Attn: Accounts Payable
701 Maiden Choice Lane
Baltimore, MD 21228

Remit to: **Kyriba Corp**
11622 El Camino Real
Suite 100
San Diego, CA 92130
United States

KYRIBA CORPORATION

APPLICATION SERVICE PROVIDER AGREEMENT

THIS APPLICATION SERVICE PROVIDER AGREEMENT and all Exhibits annexed hereto (the "Agreement") is made and entered into as of this 9th day of June, 2008 ("Effective Date") by and between **Kyriba Corporation**, a Delaware corporation with offices at 11622 El Camino Real, Suite 100, San Diego, California 92130 ("**Kyriba**"), and Erickson Retirement Communities, LLC with its principal place of business at 701 Maiden Choice Lane, Baltimore, MD 21228 ("**Customer**"). Kyriba and Customer shall individually be referred to as a "**party**" and collectively as the "**parties**" hereunder. For and in consideration of the mutual promises contained herein, the parties hereby agree to the following:

1. **BACKGROUND.** Kyriba has developed a treasury management application (the "Application") and Internet data center and hosting services and related network infrastructure ("**ASP Services**"). Customer wishes to utilize the ASP Services, and Kyriba agrees to make the ASP Services available to Customer subject to the following terms and conditions.

2. **USE OF ASP SERVICES.**

   2.1 **License Grant.** Subject to the terms and conditions of this Agreement, Kyriba hereby grants to Customer a limited, non-exclusive, non-transferable (except as expressly permitted in this Agreement) license to access and use the ASP Services for its and its Affiliates' internal business purposes, including processing its data and the data of its Affiliates. Without limiting the restrictions set forth in Section 2.3, Customer understands and agrees that Customer may not use the ASP Services to process data of a third party for hire, or cause the ASP Services to be available to any third party other than Affiliates. For purposes of this Agreement, Affiliate(s) means a parent company, wholly owned subsidiaries, any legal entity directly or indirectly controlled by, controlling, or under common control with Customer, and joint ventures or retirement and nursing communities that are primarily managed or controlled by Customer or a Customer affiliates as described above.

   2.2 **Usernames and Passwords.** Customer acknowledges and agrees that only Customer and Affiliates employees and contractors are entitled to access the Kyriba ASP Services. Access rights to ASP Services are granted through service tokens that are associated with ("**Users**") accounts. Each account contains a unique username and password. Customer will ensure that each User account associated with a service token will be used by only that User. Customer may replace Users and re-issue the service tokens to such replaced Users.

   2.3 **Restrictions on Use.** Customer acknowledges that the source code of the Application constitute valuable trade secrets of Kyriba. Customer agrees that it will not, and will not permit any User to: (a) modify, adapt, alter or translate the Application, except as expressly allowed herein; (c) sublicense, lease, rent, loan, distribute, or otherwise transfer the Application to any third party; or (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Application. The copyright and all other Intellectual Property Rights (defined below) in the Application are the sole and exclusive property of Kyriba or its suppliers. All rights not expressly granted to Customer are reserved to Kyriba. For purposes of this Agreement, the term "**Intellectual Property Rights**" means any and all now known or hereafter existing: (i) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (ii) trademark or service mark rights (iii) trade secret rights; (iv) patents, patent rights, and industrial property rights; (v) layout-design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (vi) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.

   2.4 **Customer Responsibilities:** It shall be Customer's sole responsibility to perform those specific tasks that are necessary to establish Customer's use of the ASP Services as indicated by Kyriba to Customer. This includes but is not limited to: (a) provide User lists to set up User accounts; (b) provide IP gateway information for domain name registration; (c) designate Users to participate in training (d) assign a project manager to coordinate implementation activities; (e) provide core referential data and initial bank statement data within two weeks of the Effective Date; (f) provide contact information for each bank to be

connected for Customer; and (g) provide reasonable access to other Customer personnel to facilitate implementation (e.g., IT personnel). Additionally, Users shall reproduce on output from the use of the Application all notices, titles, disclaimers or legends appearing on the original copy.

3. **TERM AND TERMINATION.**

3.1 **Term.** This Agreement commences on the Effective Date and remains in effect for a period of three (3) years (the "Initial Term") unless earlier terminated in accordance with Section 3.2. Agreement shall be automatically renewed for consecutive one (1) year terms unless either party provides written notice to the other of its intention not to renew at least sixty (60) days prior to the expiration of the term then in effect. The Initial Term and any renewals thereof shall be collectively referred to as the "Term." A merger, re-capitalization, sale of stock, asset sale, corporate bankruptcy, liquidation, or other similar action shall not relieve Customer of its financial obligations under this Agreement. In such an event, the full amount of any money then due and payable to Kyriba under the Agreement shall be immediately due and payable by Customer or its successors or creditors.

3.2 **Termination for Cause.** Either party may terminate this Agreement for material breach by the other party upon written notice of not less than thirty (30) days and failure to cure such breach within the notice period. The cure period referenced above is not intended to extend or imply a waiver of the service levels and service commitments that are required under this Agreement. However, either party may immediately terminate this Agreement with thirty (30) days written notice for patent, copyright, or trademark infringement or breach of confidentiality by the other party. With written notice and after applying the remedies in accordance with section 8.1 (a), (b) and (c), Kyriba may modify or terminate any or all ASP Services or restrict Customer's use if use of the ASP Services by Customer: (a) is subject to an order from a court or governmental entity stating that such use must cease; or (b) violates applicable law. In such event, if Kyriba terminates the Agreement Customer shall be relieved of further liability for any payments under this Agreement.

3.3 **Termination for Convenience by Customer.** The Customer may at its option and discretion cancel this Agreement at any time for its convenience without any default on the part of Kyriba by giving a written Notice of Cancellation to Kyriba at least 30 days prior to the effective date of such cancellation. Termination for convenience by Customer will result in a termination charge equal to 6 months of subscription fees. No further payments would be required following the receipt of the afore mentioned termination charge.

3.4 **Effect of Termination.** Upon termination, all rights granted to Customer under this Agreement cease immediately. At any time prior to or upon termination as is requested by Customer, Kyriba will immediately return to Customer all Customer and Affiliates data files in Kyriba's or its contractors' possession in a format and medium reasonably requested by Customer, and shall retain a back up copy of such data files for at least 90 days after termination in the event the files provided to Customer are incomplete, corrupt or otherwise not usable. After such 90-day period, Kyriba shall ensure that any remaining copies of Customer or Affiliates' data in the systems of Kyriba or its contractors are erased, purged or destroyed. Kyriba shall also provide to Customer upon any event of termination such other transition assistance as is reasonably required by Customer in order to migrate its treasury functions either to another vendor or in-house. Transition assistance will be provided on a billable basis at the standard consulting rate in effect at the time of transition. Customer remains liable to pay Kyriba for the Services (a) received through the date of termination of this Agreement in accordance with the terms of the Agreement, and (b) for the entire contracted term in the case of termination based upon a material uncured breach by Customer. All payment obligations of Customer to Kyriba (to the extent set forth in the prior sentence), and Sections 2.3, 3.4, 5, 6.2, 6.3, 6.4, 7, 8, and 9.4 shall survive any termination or expiration of this Agreement.

4. **SUPPORT AND SERVICE LEVELS.** Kyriba will provide support services and will commit to meet service levels during the Term. Support and service level commitments provided to Customer shall comprise the following:

(a) **Help Desk Support.** As set forth in Exhibit C, Kyriba shall provide a telephone number for use by Users for problem resolution assistance on Mondays through Fridays, from 8:00 a.m. to 8:00 p.m. Eastern Standard Time, U.S. holidays excluded. This hot line is only available to Users.

(b) **Service Levels.** During the Term, Kyriba shall use best reasonable efforts to provide the Service Levels set forth in Exhibit C with respect to the ASP Services.

(c) **Compliance with Laws.** During the Term, Kyriba will promptly make all necessary changes and updates to the ASP Services in order to ensure that the ASP Services remain under SAS 70 certification, comply with all applicable laws, and that the Application reflects any changed regulatory, financial and accounting standards and other legal changes applicable thereto.

(d) **Security and Viruses.** During the Term, the ASP Services will include not less than industry-standard security and anti-virus/anti-cyberattack mechanisms and protections to safeguard access to and use of the ASP services and the integrity of Customer and Affiliates data. Kyriba will undertake on a regular basis reasonable efforts to test the vulnerability of the hosting infrastructure

(e) **Data Protection.** Kyriba will protect the data of Customer and Affiliates in its or its contractors' possession or control to ensure it is not accessed or used by or disclosed to any unauthorized party. Kyriba shall further ensure that no lien or other encumbrance is placed by any third party on any of Customer or Affiliates data at any time. In the event Kyriba learns or suspects that any data of Customer or an Affiliate has been compromised lost or damaged, it shall immediately notify Customer and take all necessary steps to prevent the worsening of the situation and recover or reconstruct any data lost, damaged or compromised.

(f) **Connectivity and Infrastructure.** Kyriba will provide at its expense all infrastructure, network and connectivity required to provide the ASP Services (including all interfaces with and connectivity to required financial institutions and third parties), and shall be responsible for maintaining such infrastructure and connectivity in good operating order, in compliance with manufacturers' and third party licensors' requirements, and upgraded to supported versions of third party software used in connection therewith.

(g) **Business Continuity and Disaster recovery.** Kyriba agrees to have a reasonable plan in readiness, meeting at least then applicable industry standards for the hosting industry, for continuation of the ASP Services, appropriate redundant and fail-over operation, prompt recovery of services, and preservation of Customer Data in the event of force majeure and other failures of the ASP Services.

5. **PAYMENT.** Customer will pay to Kyriba the fees set forth in Exhibit A and Exhibit B ("Fees"). Except as expressly set forth herein, there are no other fees or payments due by Customer to Kyriba in respect of the ASP Services. Except as set forth on a Schedule to this Agreement, all fees are firm and cannot be changed during the Term Except as otherwise provided in Exhibit A and Exhibit B, all Fees and other charges are due and payable to Kyriba within 30 days of receipt of a Kyriba invoice. The Fees are exclusive of all applicable United States taxes or duties. If Kyriba is required to pay or collect any local, value added, goods and services taxes, or any other similar taxes or duties arising in the United States out of or related to this Agreement (not including taxes based on Kyriba's income or Kyriba's or its contractors' property), then such taxes and/or duties shall be billed on a timely basis by Kyriba to and paid by Client. Customer shall reimburse Kyriba for all costs, pre-approved in writing by Customer for Kyriba's reasonable out-of-pocket travel and living expenses incurred in performing its obligations hereunder. Any amounts not paid within 30 days of the receipt of invoice or the due date if other than the invoice receipt date shall bear interest at a nominal rate of one and one half percent (1.5%) per month, or the maximum legal rate if less, unless the amount is in dispute. Kyriba shall be entitled to withhold performance and discontinue service until all amounts due and payable and not in dispute are paid in full within 15 days after notice to Customer from Kyriba than an amount is delinquent. Kyriba shall provide to Customer at least 10 days' written notice of performance or service suspension.

6. **WARRANTIES AND DISCLAIMERS.**

6.1 **Limited Services Warranty.** Kyriba warrants to Customer that, during the Term, the ASP Services will operate substantially in accordance with the documentation provided with the ASP Services, and will meet the applicable service levels and the terms of this Agreement. This limited warranty shall not apply to problems to the extent that they result from (i) force majeure; (ii) any failure by Customer to comply with this Agreement; (iii) any failure by Customer to use the ASP Services in accordance with the documentation or other written instructions provided to Customer by Kyriba (which instructions shall not deviate from the requirements of this Agreement or result in a diminution of services); (iv) any unauthorized use of the ASP Services by Customer or Affiliates; (v) Customer's or Affiliates hardware, software, and equipment; (vi) Customer errors in

entering, analyzing, or reporting data; (vii) the fault or negligence of Customer, Users, Customer operator error, Customer improper use or misuse of the ASP Services; or (viii) downtime as a result of scheduled maintenance performed by or for Kyriba per the terms of this Agreement. Any updates or upgrades provided to Customer hereunder shall be warranted to the same extent as the ASP Services. Kyriba warrants that the Consulting Services provided to Customer will be provided in a professional and timely manner with competent personnel. In the event of a breach of this warranty, Kyriba will promptly re-perform at no additional cost to customer, the defective or non-complaint services.

6.2   **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENTAND, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, KYRIBA MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AGAINST INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE USE, MISUSE, OR INABILITY TO USE THE ASP SERVICES (IN WHOLE OR IN PART) OR ANY OTHER PRODUCTS OR SERVICES PROVIDED TO CUSTOMER BY KYRIBA, OR OTHERWISE UNDER THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, KYRIBA DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE ASP SERVICES SHALL BE TOTALLY UNINTERRUPTED OR ERROR-FREE EXCEPT THAT THIS SHALL NOT SERVE TO RELIEVE KYRIBA OF ITS SERVICE COMMITMENTS UNDER THIS AGREEMENT.

6.3   **Types of Damages.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EXCEPT FOR ANY DELIBERATE OR WILFULL BREACH OF THE LICENSE RESTRICTIONS HEREUNDER, IN NO EVENT SHALL KYRIBA OR CUSTOMER, OR ANY PARENT, AFFILIATE, SUBSIDIARY, AFFILIATE, OR SUPPLIER OF THE FOREGOING, BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES OR COSTS DUE TO LOSS OF PROFITS, DATA, USE OR GOODWILL, PERSONAL OR PROPERTY DAMAGE REGARDING THIS AGREEMENT OR RESULTING FROM OR IN CONNECTION WITH EITHER PARTY'S PERFORMANCE HEREUNDER OR THE USE, MISUSE, OR INABILITY TO USE THE ASP SERVICES OR OTHER PRODUCTS OR SERVICES HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, EVEN IF THE LIABLE PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. IN NO EVENT SHALL KYRIBA BE LIABLE FOR PROCUREMENT COSTS OF SUBSTITUTE PRODUCTS OR SERVICES.

6.4   **Amount of Damages.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EXCEPT FOR: (1) SERVICE CREDITS OWED; (2) BREACH OF THE LICENSE RESTRICTIONS; (3) THE CONFIDENTIALITY OBLIGATIONS HEREUNDER; AND, (4) FOR PAYMENTS REQUIRED TO BE MADE PURSUANT TO INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, THE CUMULATIVE LIABILITY OF EITHER PARTY TO THE OTHER FOR CLAIMS ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF (I) THE TOTAL VALUE OF THIS AGREEMENT DURING THE THEN CURRENT TERM, OR (II) FEES PAID BY CUSTOMER TO KYRIBA DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM GIVING RISE TO SUCH PARTY'S LIABILITY; PROVIDED HOWEVER, THAT THE CUMULATIVE LIABILITY OF A PARTY ARISING OUT OF ANY OF THE FOLLOWING: (1) SERVICE CREDITS OWED; (2) BREACH OF THE LICENSE RESTRICTIONS HEREUNDER; (3) THE CONFIDENTIALITY OBLIGATIONS HEREUNDER; OR, (4) PAYMENTS REQUIRED TO BE MADE PURSUANT TO INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, SHALL NOT EXCEED ONE MILLION U.S. DOLLARS ($1,000,000) OR THE AMOUNT OF INSURANCE COVERAGE, AVAILABLE TO BE APPLIED TO SUCH LIABILITY WHICHEVER AMOUNT IS GREATER.   THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THIS AGREEMENT WILL NOT INCREASE A PARTY'S LIABILITY IN EXCESS OF THE FOREGOING. THIS PROVISION DOES NOT LIMIT THE OBLIGATIONS OF KYRIBA TO PROVIDE THE SERVICES AS REQUIRED HEREUNDER.

6.5   **Warranty of Fair Market Value.** Kyriba warrants that Kyriba 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 Kyriba.

7.   **CONFIDENTIALITY; OWNERSHIP**

7.1   Confidential Information. By virtue of this Agreement, either party may have access to confidential information of the other party as defined below ("**Confidential Information**"). Confidential Information shall be limited to the ASP Services that are proprietary to Kyriba, the terms and pricing under this Agreement, all Customer and Affiliate data made accessible to, collected, stored or hosted by Kyriba or its contractors pursuant to this Agreement including any data of third party suppliers and providers to Customer or Affiliates ("Customer Data"), customer business and technical information and all information clearly identified as confidential by the disclosing party prior to or at the time of disclosure of such information to the other party. A party's obligations pertaining to Confidential Information shall terminate regarding information that the receiving party can document: (a) is or becomes part of the public domain through no act or omission of the receiving party or the receiving party's contractors, (b) was in the receiving party's lawful possession prior to the disclosure, (c) is lawfully disclosed to the receiving party by a third party who is not bound to any restriction on disclosure, or (d) is independently developed by the receiving party without access or reference to or use of the disclosing party's Confidential Information. The parties agree to hold each other's Confidential Information in confidence during the term of this Agreement and perpetually thereafter. The receiving party agrees not to make the disclosing party's Confidential Information available in any form to any third party unless, and only to the minimum extent, required by law or to satisfy governmental regulatory requirements (in which case the party seeking to make such disclosure shall notify the other party of its intent to make such disclosure, and, to the maximum extent available, such party shall seek protective treatment for such disclosed Confidential Information), or to use the disclosing party's Confidential Information for any purpose beyond the scope of this Agreement. Each party agrees to take all reasonable steps to ensure that the other party's Confidential Information is not disclosed or distributed by its employees, contractors or agents in violation of the terms of this Agreement. Neither party may disclose to the public or to any third party the specific terms and conditions of this Agreement other than with the express prior written consent of the other party; except that such information may be disclosed to a party's representatives, accountants, auditors, potential acquirers and merger partners, potential funding sources, investors, or legal advisors provided that the foregoing are bound to maintain the confidentiality of such information. Affiliates shall have the same rights and obligations as Customer hereunder. Kyriba may issue press releases identifying Customer as a new Kyriba subscriber upon prior review and approval of such press release and written consent of Customer.

7.2   Ownership; Blind Data. The ASP Services provided to Customer by Kyriba are the exclusive property of Kyriba and its suppliers. Customer acknowledges that, as between Customer and Kyriba, all right, title, and interest in and to the ASP Services are and shall remain vested in Kyriba or its third-party licensors. Except for the limited license granted herein, Customer does not claim and shall not assert any right, title, or interest, or other ownership or proprietary rights, in or to the ASP Services or other intellectual property provided by Kyriba. The Customer's violation of the Intellectual Property Rights of Kyriba or any third party supplier to the ASP Services shall constitute a material breach of this Agreement.

Kyriba acknowledges that, as between Kyriba and its contractors and Customer, all right, title, and interest in and to the Customer Data are and shall remain vested in Customer or its third-party licensors. Except for the limited right to store and host the Customer Data pursuant to this Agreement, Kyriba and its contractors do not claim and shall not assert any right, title, or interest, or other ownership or proprietary rights, in or to the Customer Data or other intellectual property provided by Customer or Affiliates. The violation by Kyriba or its contractors of the Intellectual Property Rights of Customer or Affiliates or any of their third party suppliers shall constitute a material breach of this Agreement. Kyriba shall not transfer Customer Data outside of the United States without Customer's prior written consent. In the event of any such approved transfer, Kyriba shall be solely responsible for any compliance with export laws.

Without limiting Customer's ownership rights in the Customer Data, Customer acknowledges and agrees that, Kyriba shall have the right (at its sole expense and sole risk and without any warranty from Customer) to utilize data capture, syndication, and analysis tools, and other similar tools, to extract, compile, synthesize, and analyze any non-personally and non-customer identifiable data or information resulting from Customer's use of the ASP Services ("Blind Data"). Blind Data may be collected by Kyriba for any lawful business purpose without a duty of accounting to Customer, provided that the Blind Data is used only in an aggregated form with the data of other customers, without specifically identifying the source of the Blind Data, any individuals, or any specific item of information or data. Nothing herein shall grant to Kyriba the right (i) to access, intrude or penetrate any of Customer's or its affiliates' systems, databases or applications to obtain or capture Blind Data, (ii) modify or alter or disclose any Customer Data, or (iv) to capture, extract, use, or aggregate in any way (including as part of Blind Data) information and data provided by or collected from third party suppliers or

providers of Customer or Affiliates, such as banks and other financial institutions. Upon Customer's request, any Customer Data will be promptly returned to Customer.

8. INDEMNIFICATION.

8.1   By Kyriba. Kyriba warrants that it has all necessary right and authority to provide the ASP Services, the ASP Services will comply with all applicable laws, and the ASP Services will not infringe any copyright, valid and issued U.S. or European patent, trademark, or other Intellectual Property Right of a third party or misappropriate any trade secret, of any third party. Kyriba will defend at its expense and indemnify and hold harmless Customer and Affiliates against any and all costs, damages, liabilities and expenses (including reasonable attorneys fees) incurred, or finally awarded against Customer or an Affiliate by a court of competent jurisdiction or agreed to in a written settlement agreement signed by Kyriba ("**Losses**") arising out of (i) any misuse, unauthorized publication or disclosure of Customer Data by Kyriba or its contractors, or (ii) any breach or alleged breach of the foregoing warranty in this section 8.1, provided that Customer (i) promptly notifies Kyriba in writing of the claim; (ii) allows Kyriba to assume the sole control of the defense of such claim and all related settlement negotiations except that Kyriba may not, without Customer's prior written consent, enter into any settlement that does not unconditionally release Customer and Affiliates from liability; and (iii) provides Kyriba, at Kyriba's request and expense, with the assistance, information and authority reasonably necessary to perform Kyriba's obligations under this section. In the event that the ASP Services are held or are reasonably believed by Kyriba to infringe a third party's intellectual property rights, Kyriba may, at its option and expense (a) replace or modify the ASP Services to be non-infringing; (b) obtain for Customer a license to continue using the ASP Services of similar scope to that of this Agreement; or (c) in the event the actions under (a) and (b) are not possible on commercially reasonably terms after diligent and reasonable efforts by Kyriba to effect them, terminate the Agreement with not less than 30 days prior written notice and return to Customer any fees unearned by Kyriba, to the extent any such fees have already been paid by Customer. The foregoing section states Kyriba's sole and exclusive liability, and Customer's sole and exclusive remedy, for any claim of infringement.

8.2   By Customer. Customer will defend at its expense any suit brought against Kyriba and will pay any settlement Customer makes or approves or any damages awarded in such suit insofar as such suit is based on a claim by any third party (not affiliated with Kyriba or Kyriba's contractors) resulting from or related to: (a) Customer's and its Users' use of the ASP Services, including any search, analysis, report or conclusion generated from the ASP Services; or (b) any unauthorized use of the ASP Services in violation of this Agreement by Customer, including its Users. Customer's obligation as set forth in the foregoing sentence is expressly conditioned upon each of the foregoing: (i) Kyriba shall promptly notify Customer in writing of any threatened or actual claim or suit; (ii) Customer shall have sole control of the defense or settlement of any claim or suit, except that Customer may not, without Kyriba's prior written consent, enter into any settlement that does not unconditionally release Kyriba from liability; and (iii) Kyriba shall cooperate with Customer to facilitate the settlement or defense of any claim or suit. The indemnification provided by Customer in this section does not extend to and excludes any suits or claims for which Kyriba has an obligation to indemnify under section 8.1 and suits or claims based or arising from breach of this Agreement or the negligence or willful misconduct of Kyriba or its contractors. The foregoing section states the sole and exclusive remedy of Kyriba and the entire liability of Customer, Affiliates, or any of their officers, directors, employees, shareholders, contractors or representatives for third-party claims and actions.

9. GENERAL PROVISIONS.

9.1   Assignment. Customer may not assign or transfer, by operation of law or otherwise, any of its rights under this Agreement to any third party, or transfer any of the license rights granted hereunder, without the prior written consent of Kyriba, which consent shall not be unreasonably withheld or delayed, except that no such consent is required and Customer may transfer or assign this Agreement to an Affiliate or to a purchaser to all or substantially all of the Customer's assets or to a successor to Customer's business. Any attempted assignment or transfer in violation of the foregoing will be void. Kyriba may freely assign this Agreement, or subcontract or otherwise delegate its obligations hereunder, in whole or in part, to any third party, provided that such third-party assignee agrees in writing to be bound by the terms hereof and has the necessary technical and financial qualifications to meet the obligations hereunder; and further provided, with respect to any such delegation or subcontracting of any of Kyriba's duties hereunder, Kyriba shall remain obligated to Customer for

performance of such duties as set forth herein. Subject to the foregoing, this Agreement shall inure to the benefit of each party's successors and permitted assigns.

9.2 **Force Majeure.** Except for obligations of payment, neither party shall be liable for any delay or failure in performing hereunder to the extent such failure arises, directly or indirectly, out of causes beyond the reasonable control of such party, including acts of strike, shortages, failure of suppliers, riots, insurrection, fires, floods, storms, earthquakes, acts of God, war, government action, labor conditions, lightning, power surges or failures, terrorism, or acts or omissions of communications carriers, or unavailability of telecommunication services. Performance shall be deferred until such cause of delay is removed, provided that the delayed party shall notify the other party of such occurrence and shall make all reasonable and diligent efforts to mitigate and resolve the force majeure so as to re-start performance as soon as possible. In the event Kyriba is unable due to force majeure to substantially provide the ASP services for more than 15 days, Customer shall have the right to terminate this Agreement without further liability to Kyriba hereunder.

9.3 **Notices.** Notices must be in writing and may be delivered personally, mailed, or delivered by facsimile or registered (confirmed) email. Notices sent by mail shall be deemed received three (3) days following the date of mailing. Notices delivered by email or facsimile shall be deemed received upon electronic acknowledgement that such email or facsimile was successfully transmitted to the intended recipient and mailing on the same day of a copy by US first class mail, postage pre-paid. Mailed and personally delivered notices shall be sent to the address of the party as set forth at the beginning of this Agreement, or to such other address as otherwise directed in writing by a party.

9.4 **Governing Law.** This Agreement will be governed by the laws of the State of New York without regard to conflict of laws principles, or any other principles that would result in the application of a different body of law. The parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods from this Agreement.

9.5 **Remedies.** Except as otherwise expressly provided in this Agreement, all remedies shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

9.6 **Independent Contractors.** Kyriba and Customer are independent contractors under this Agreement, which shall not be construed to create any employment relationship, partnership, joint venture, franchisor-franchisee or agency relationship, or to authorize any party to enter into any commitment or agreement binding on the other party except as expressly stated herein. The parties have no authority to make statements, warranties, or representations or to create any liabilities on behalf of the other.

9.7 **Severability; Waiver.** If any provision of this Agreement is unenforceable or illegal, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. No provision of this Agreement, unless such provision otherwise provides, will be waived by any act, omission or knowledge of a party or its agents or employees except by an instrument in writing expressly waiving such provision and signed by a duly authorized officer of the waiving party.

9.8 **Insurance.** Kyriba shall obtain and maintain insurance coverages of the types and in the minimum amounts set forth in the attached Insurance addendum. Kyriba must immediately 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 Kyriba of its intent to not renew coverage.

9.9 **Right to Audit.** Customer reserves the right for itself and its Authorized Representatives to examine, copy and audit the books and records maintained by Kyriba in connection with the Agreement, all at Customer's expense. Customer shall give Kyriba reasonable prior notice of its intention to audit the books and records. Kyriba shall permit Customer and its Authorized Representatives access to all books, records and accounts relating to the 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 Kyriba and its employees concerning the books and records. If Customer shall notify Kyriba of any errors in Kyriba's accounting, financial transactions or record keeping concerning the Agreement, after review by the Parties as to any errors, Kyriba shall correct such errors as soon as possible after receipt of

such notice, and Kyriba shall promptly notify Customer of the action taken to correct such errors. For the purpose of clarity, Kyriba is not required to provide information regarding any other Customer or information considered proprietary by Kyriba.

   9.10   **Entire Agreement.** This Agreement and the Exhibits annexed hereto together constitute the entire agreement and understanding of the parties concerning the ASP Services and supersede all prior or contemporaneous proposals or agreements, oral or written, and all other prior or contemporaneous communications between the parties, regarding the subject matter of this Agreement. This Agreement may only be amended or modified in writing signed by both parties. This Agreement may be signed in one or more counterparts, including counterparts sent by email or facsimile, all of which when taken together, shall constitute one binding Agreement.

   IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date, and each represents and warrants to the other that it is legally free to enter in to this Agreement.

KYRIBA CORPORATION

By: _____

Name: Jean-Luc Robert

Title: Chief Executive Officer

CUSTOMER: ERICKSON RETIREMENT COMMUNITIES, LLC

By: _____

Name: SCOTT THELEN

Title: SUP Finance   6/9/08

EXHIBIT A

FEES

A.1: ANNUAL LICENSE/SUBSCRIPTION FEES. Customer shall pay to Kyriba the Fees detailed in Exhibit B in accordance with the terms of this Agreement for the provision of the Kyriba ASP Services during the Term:

        (a)   **User Fee Structure for the Cash & Liquidity Management Platform.** The following table provides the negotiated per user fees for different usage levels for all modules currently available. Access rights to the ASP Services are granted through service tokens.

Modules	Standard User	Light User
Core Cash*	$▉	$▉
Payments	▉	▉
Interco Mgmt / In-house Banking	▉	▉
General Ledger Posting	▉	▉
Bank Administration	▉	▉
Netting	▉	▉
Debt	▉	▉
Investment	▉	▉
Foreign Exchange Dealing	▉	▉
General Ledger Reconcilement	▉	▉
Receivables Management	▉	▉

        (b)   **Bank Connectivity Fee Structure.** The following table defines Kyriba's standard pricing for both Bank Reporting and Bank Kyriba support monitors inbound (bank reporting) connections made via FTP (file transfer protocol) that reside on the Kyriba Communications Hub.

Connection Method	Type	0 to 5,000 transactions per month	From 0 to 10,000 transactions per month	From 0 to 15,000 transactions per month
FTP for Bank Reporting *	Bank	▉ per bank / per month	▉ per bank / per month	▉ per bank / per month
FTP for Bank Payments	Bank	▉ per bank / per month	▉ per bank / per month	▉ per bank / per month
Web for Bank Reporting **	Account	▉ per account / per month	▉ per account / per month	▉ per account / per month

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** Please refer to the Kyriba SLA (service level agreement) for details on support for web connections. This would be in lieu of the "FTP for Bank Reporting".

(c)   **Consulting / Support Fee Structure.** The following table displays the standard rates for consulting services during the implementation and for billable tasks after the implementation. A detailed Statement of Work (SOW) is provided in Exhibit B and includes a discount for the initial implementation consulting fees. The SOW outlines the anticipated tasks for the implementation project. If the consulting services required to complete the implementation project plan are less than the estimate in the SOW, Customer will be billed only for the actual consulting services performed. If the consulting services required to complete the implementation project exceed the estimate in the SOW, Customers written approval will be obtained by Kyriba and Customer will be billed for the excess consulting services at the standard hourly consulting rate then in effect.

Resource - Concentration	Hourly Rate
Implementation Consultant – Core Set-up Senior Implementation Consultant – Advanced Set-up Training – Core Topics Senior Trainer – Advanced Topics General Support	■■■■■

(d)   **Payment terms**

(i)   Subscription fees are invoiced quarterly in advance. Invoices are sent no more than 30 days in advance of the quarter for which they are applicable.

(ii)   Consulting fees are invoiced monthly in arrears for consulting time incurred each monthly period. Invoices shall include a description of the work performed, the hours logged and the applicable rates.

(iii)   Payment is due within 30 days of receipt of an accurate and complete invoice.

(iv)   Invoices will be sent to the following contact for Customer as it may be later changed by Customer:

Christopher Roberts, Director of Treasury
christopher.roberts@erickson.com
443.883.4666

A.2:   FEE INCREASES. ■■■

Kyriba Confidential   A-2

EXHIBIT B

ASP SERVICES FEES AND GENERAL STATEMENT OF WORK

B.1: Initial Deployment

(a) **Monthly Fees.** Based on the user requirements provided by Customer, the following monthly fees apply.

Fees	Monthly Fees
User Fees	
5 Users:	
Core Cash	
Third Party Payments	
In-House Banking/Intercompany Loans	
General Ledger Posting	
Bank Administration	
Sub-Total	▬▬
2 Users:	
Core Cash	
Third Party Payments	
In-House Banking/Intercompany Loans	
General Ledger Posting	
Bank Administration	
Sub-Total	▬▬
Sub-Total	▬▬
Connectivity Services	
Bank Reporting: 14 Reporting Connections *	▬▬
Bank Payment Links: 3 Payment Links	▬▬
Sub-Total	▬▬
Monthly Total	▬▬

* Assumes a monthly aggregate below 75,000 transactions per month. If exceeded, refer to pricing schedule Pricing also assume that all connections are FTP connections.

(b) **General Statement of Work and Consulting Fee Estimate.** Based on the requirements provided by Customer, Kyriba anticipates the following implementation consulting and training fees for the general tasks outlined below. The general statement of work is supported by a detailed task outline below in section (c). These task will be tracked in a dynamic project plan. The Kyriba implementation will be kicked off within 15 days of the effective date.
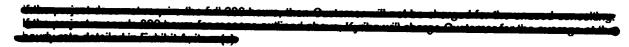
Estimated One-Time Consulting Fees*	Hours	Fees
High Level Project Categories		
Functional Analysis & Project Plan	8	▬▬
Core Data Set-up	16	▬▬
Balance and Transaction Reporting for 14 Banks	168	▬▬
Third Party Payments for 3 Banks **	72	▬▬
Bank Administration Training	8	▬▬
In-House Banking/Intercompany Module Configuration/Training	8	▬▬
GL Interface Set-up and GL Mapping/Training for Administrative Users	32	▬▬
General Administrative Training	24	▬▬
Totals	336 ***	▬▬
Total Initial Implementation Consulting Fee Estimate		▬▬

* Does not include travel expenses.
** Extra fees may apply for payment formats not currently available in the Kyriba Communication Hub.

*** Kyriba believes that the implementation of the modules outlined above can be achieved within the resource estimate that has been provided. This assumes the following...

1. Customer resources are dedicated to this project.
2. Customer resource turnover and retraining does not occur.
3. The project scope is limited to what is outlined in this table.
4. Both parties work in accordance with the mutual agreed project plan and customer does not create delays during the implementation.

~~If the project takes a ... in the full 800 hours, then Customer will not be charged for the ... consulting. If the project takes under 800 hours for reasons outlined above, Kyriba will charge Customer for the average at the hourly rate detailed in Exhibit A, item (a).~~

(c) **Detailed Task Outline.** The task outline below is a best efforts attempt to capture the detailed tasks that will be tracked dynamically during the Kyriba implementation.

EXHIBIT C
SERVICE LEVELS

1. DEFINITIONS

Certain capitalized terms, not otherwise defined in this Exhibit C, will have the meanings set forth in the Agreement. The following capitalized terms will have the definitions set forth below:

(a) *"System Uptime"* will mean the total amount of time during any calendar month, measured in minutes, during which Customer has the ability to access the features and functions of the Licensed Products through the ASP Services.

(b) *"Scheduled Downtime"* will mean the total amount of time during any calendar month, measured in minutes, during which Customer is not able to access the features and functions of the Licensed Products through the ASP Services, as hosted by Kyriba, due to planned system maintenance performed by Kyriba, as set forth in the table below. Kyriba will exercise commercially reasonable efforts to perform scheduled system maintenance between the hours of 7:00 pm and 6:00 am Eastern Standard Time or on weekends. Kyriba reserves the right to change the aggregated times set forth in the table below, provided that Kyriba provides reasonable prior notice prior to modifying such Scheduled Downtime.

When Scheduled Downtime will occur on a regular basis:	Purpose of Scheduled Downtime:	Maximum Duration of Scheduled Downtime:
Each day	Offline – backup	1 hours
Each Weekend	Minor System, database, application or hardware maintenance	4 hours
Once per calendar month	Major maintenance or upgrades	8 hours

(c) *"Unscheduled Downtime"* will mean the total amount of time during any calendar month, measured in minutes, during which Customer is not able to access the features and functions of the Licensed Products through the ASP Services, other than downtime shorter or equal to 15 minutes and Scheduled Downtime, as defined above.

(d) *"System Availability"* will mean, with respect to any particular calendar month, the ratio obtained by subtracting Unscheduled Downtime during such month from the total time during such month, and thereafter dividing the difference so obtained by the total time during such month. Represented algebraically, System Availability for any particular calendar month is determined as follows:

$$\text{System Availability} = \frac{(\text{Total Monthly Time} - \text{Unscheduled Downtime})}{\text{Total Monthly Time}}$$

NOTE: *"Total Monthly Time"* is deemed to include all minutes in the relevant calendar month, to the extent such minutes are included within the Term of this Agreement.

2. SYSTEM PERFORMANCE

(a) **System Availability.** Kyriba will undertake commercially reasonable measures to ensure that System Availability equals or exceeds **98%** during each calendar month (the *"Service Standard"*), provided that any Unscheduled Downtime occurring as a result of (i) Customer's breach of any provision of this Agreement; (ii) non-compliance by Customer with any provision of this Exhibit C; (iii) incompatibility of Customer's equipment or software with the Licensed Products; (iv) performance of Customer's systems; or

(v) force majeure, as defined in the Agreement, shall not be considered toward any reduction in System Availability measurements.

(b) **Access to Support; Response Times.** Customer may report Unscheduled Downtime at any time ("24x7x365") by telephoning Kyriba at 1-877-KYRIBA7 (1-877-597-4227) or sending an email to support@kyriba.com. Kyriba will exercise commercially reasonable efforts to respond to reports of Unscheduled Downtime within 30 minutes of each such report.

3. MEASUREMENT AND REPORTS

(a) **System Monitoring and Measurement.** Kyriba will provide for monitoring of System Availability on an ongoing basis. All measurements of System Availability will be calculated on a monthly basis for each calendar month during the Term. Availability of access to the features and functions of the Licensed Products through the ASP Services will be determined as follows.

Kyriba is running a dedicated tool monitoring the status of the platform, which provides a periodic (at least a poll every 15 minutes) status of each of the sub-systems or components. Based on this information a global platform status is calculated. Possible global status values are:

- Normal: The platform is up and running and all components are responding correctly.
- Warning: The platform is up and running with no significant impact from services point of view, but one or more components (redundant components) is not responding correctly.
- Critical: The platform is unavailable, all components of the same type are not responding despite the redundancy.

(b) **System Performance Reports.** Upon explicit written request of the Customer, Kyriba will provide reports to Customer on a quarterly basis setting forth measurements of System Uptime, Scheduled Downtime and Unscheduled Downtime and a calculation of System Availability for the relevant preceding quarter. If Customer disagrees with any measurement or other information set forth in any such report, it must so inform Kyriba in writing within calendar days after receipt thereof, provided that the accuracy of any such report shall be deemed conclusive unless such notice is provided by Customer. Any such notice must indicate specific measurements in dispute and must include a detailed description the nature of the dispute. Kyriba and Customer agree to attempt to settle any such disputes regarding System Availability and/or related measurements in a timely manner by mutual good faith discussions.

4. CUSTOMER REQUIREMENTS

(a) **Minimum System.** The service standards set forth in this Exhibit C assume that Customer and/or its Users, as applicable, meet the following minimum system standards:

- Operating system: Any Microsoft Workstation OS, up-to-date and publicly supported by Microsoft.
- Software: Browser Internet Explorer (version 6.0 or above).
- Hardware: Kyriba software is using thin client technologies; as a consequence, customer should refer to Microsoft minimum requirement in order to run the recommended operating system and browser.

(b) **Additional Customer Obligations.** Customer is responsible for maintenance and management of its computer network(s), servers, software, and any equipment or services related to maintenance and management of the foregoing. Customer is responsible for correctly configuring its systems in accordance with any instructions provided by Kyriba, as may be necessary for provision of access to the features and functions of the Licensed Products through the ASP Services.

(c) **Reporting of Unscheduled Downtime:** Customer must promptly notify Kyriba in the event Unscheduled Downtime occurs. Unscheduled Downtime will be deemed to begin when Kyriba receives accurate notification thereof from Customer, or when Kyriba first becomes aware of such Unscheduled Downtime, whichever first occurs.

(d)   **Non-Performance by Customer:** The obligations of Kyriba set forth in this Exhibit C will be excused to the extent any failures to meet such obligations result in whole or in part from Customer's or its Users' failure(s) to meet the foregoing obligations.

5.   REMEDIES

(a)   **Credits Against Fees.** In the event System Availability is less that 98% in a particular calendar month, Customer will be entitled to credits against its subsequent payment obligations (as set forth in Exhibit A) equal to a percent of the user fees paid by Customer during such calendar month, according to the following table:

System Availability	Credit Amount
97.00 – 97.99%	5% of user fees in month
96.00 – 96.99%	10% of user fees in month
95.00 – 95.99%	15% of user fees in month
< 95.00%	20% of user fees in month

(b)   **Exclusive Remedy.** The Customer's rights under this Section 5(a) are Customer's sole and exclusive remedy with respect to any Unscheduled Downtime or any failure by Kyriba to meet the Service Standard described herein.

6.   DATA BACK-UP AND RECOVERY

(a)   **Back-Up of Customer Data.** Kyriba will perform back-up and archiving of Customer Data according to the schedule set forth in the table below:

Type of Back-Up	Description	When does back-up occur?
Daily Incremental Files	All Customer Data	Daily
Full Back-Up	Full server backup	Monthly

(b)   **Back-Up Retention:** Kyriba will retain back-up copies of the Customer Data at a secure location according to the retention periods set forth in the following table:

Type of Back-Up	Retention Period
Daily Incremental Files	30 days
Full Back-Up	6 months

(a)   **Recovery of Archived Data:** Kyriba will exercise commercially reasonable efforts to restore data files from archived copies as quickly as reasonably practicable, as necessary as a result of system failure or data corruption or losses. Customer acknowledges that the amount of time required to restore archived data files is dependant upon numerous factors, including, but not limited, severity or the relevant data corruption or loss.

7.   CLIENT SUPPORT

(a)   **Support Hours:** Kyriba provide 24-hour/7-day per week Client Support at the levels specified below. The working day for the Kyriba North American Client Support Team is 8am Eastern Time – 8pm Eastern Time excluding NYSE holidays ("Primary Hours"). During all other hours ("Secondary Hours"), Kyriba will provide Priority 1 Client Support as defined below.

Time Period (In EST)	Description	Client Support
8:00am – 8:00pm Monday – Friday	Primary Hours	All Priority
8:00pm – 8:00am Monday – Friday 8:00pm Friday – 8:00am Monday	Secondary Hours	Priority 1 Only

(b) **Kyriba Support Response:** Kyriba shall respond to calls based on the priority such calls have been assigned by Client and Kyriba.

Priority	Description	KYRIBA Response Guidelines
Priority 1 *Critical Customer Support Incidents*	Events of the most critical nature. This category is characterized by the following: • Service unavailability • Actual or alleged security breaches	• Kyriba responsibilities include: • Primary Hours: < 30-minute response. • Secondary Hours: < 4 hour response. • Kyriba will assign resources in order to resolve the issue or to propose a work around to the issue. • Client is notified of issues within 15 minutes of confirming issue. • Follow-up status communicated to Client every 4 hours and/or posted on alternate site with Kyriba staff available for contact by Client with 2-hour response •
Priority 2 *Urgent Customer Support Incidents*	Customer Support incidents such as degraded services performance, and impaired services functionality.	• Primary Hours: < 2 hour response • Secondary Hours: < 4 Hours from beginning of next Primary Hours • Kyriba will make best efforts to resolve or to propose a workaround within 2 business days.
Priority 3 *Non-Service Impacting & Informational Inquiries*	All subscriber inquires including, but not limited to, subscriber requests for information and instructions for normal operations.	• Primary Hours: < 8 hour response • Secondary Hours: By end of next Primary Hours • Kyriba will use its best efforts to resolve or to propose a workaround as soon as reasonably possible.

(c) **Access to Support.** Customer may report Unscheduled Downtime at any time ("24x7x365") by telephoning Kyriba at 1-877-KYRIBA7 (1-877-597-4227) or sending an email to support@kyriba.com.

(d) **Dedicated Customer Resource.** Kyriba requires Customer to identify a primary and secondary resource that will communicate all support requests to Kyriba and will be the main point of contact for follow-up conversations regarding outstanding requests.

8. BANK CONNECTIVITY SUPPORT

(a) **Monitored FTP Connections:** Kyriba support services will monitor inbound (bank reporting) and outbound (payments) connections made via FTP (file transfer protocol) that reside on the Kyriba Communications Hub. Daily monitoring includes the following

1) Prior day and intraday transmission monitoring.
2) Daily support as outlined in 7(a) (b) of the document.

(b) **Web Connections:** By default, Kyriba does not provide Connectivity Support for inbound web scripted connections made through 3rd party vendors. Please contact your connectivity vendor directly for all support issues. If Customer has subcontracted monitoring responsibility to Kyriba for 3rd party web connections, Kyriba will charge for Connectivity Support incidents at the hourly rate stated in Exhibit B1(c).

INSURANCE ADDENDUM

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

TYPE OF COVERAGE	AMOUNT OF COVERAGE
AD.1 Worker's Compensation Employer's Liability	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
AD.2 Commercial General Liability: 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 insured 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.	Occurrence Form, minimum required limits: 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.
A.D.3 Business Auto Liability: covering any automobile, including hired and non-owned auto's	Minimum required limits: 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
AD.4 Commercial Umbrella Insurance Policy: 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.	
AD.5 Professional Liability Insurance Policy: covering all errors and omissions liability appropriate for the services provided by Kyriba with respect to services rendered under this agreement with no more than a $5,000 per occurrence deductible to be borne by Kyriba.	$1,000,000. ea. occurrence $1,000,000. aggregate