

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):  
Jeffrey L. Selby

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

Name and address where notices should be sent:  
 20835749002148  
SELBY, JEFFREY L  
2638 W BOSS ARNOLD RD  
KNOXVILLE, MD 21758

Court Claim Number:  
(If known)

Filed on:

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

**FILED**  
FEB 23 2010  
TAWANA C. MARSHALL, CLERK  
U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS

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

Telephone number:

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

1. Amount of Claim as of Date Case Filed: \$ 6,000.00

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

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.

Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

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

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).

3. Last four digits of any number by which creditor identifies debtor: 7010

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

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

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

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).

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

Describe: **RECEIVED**

Value of Property: \$ \_\_\_\_\_ Annual Interest Rate \_\_\_\_\_ %

Amount of arrearage and other charges as of time case filed included in secured claim: **MAR 02 2010**

If any: \$ \_\_\_\_\_ Basis for perfection: **BMC GROUP**

Amount of Secured Claim: \$ \_\_\_\_\_ Amount Unsecured: \$ \_\_\_\_\_

Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).

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

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

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)

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

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

If the documents are not available, please explain:

\*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: 2/1/10

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.

Jeffrey L. Selby

FOR COURT USE ONLY

Erickson Ret. Comm. LLC



01773



August, 2008

Jeffrey Selby  
2638 W Boss Arnold Rd  
Knoxville, MD 21758-8817

Re: Erickson Growth Participation Plan

We are pleased to provide this informational packet summarizing your units held in the Erickson GPP as of August 2008. The information below summarizes units granted to you since 2006. Units being granted in 2008 have been pro-rated for those who became newly eligible or received an increased Unit Level during 2007. Updated values are announced annually to those who remain eligible participants.

Please retain this statement with your important personal documents as a record of your account.

### 2008 GPP Statement

| Units Granted In | Total Unit Level | Annual Unit Grant | Grant Value | Current Value | Estimated to Mature and be paid in |
|------------------|------------------|-------------------|-------------|---------------|------------------------------------|
| 2006             | 100              | 25                | \$170       | \$4,250.00    | 2010                               |
| 2007             | 100              | 25                | \$ 70       | \$1,750.00    | 2011                               |
| 2008             | 100              | 25                | \$ 0        | \$0.00        | 2012                               |
| Total            |                  |                   |             | \$6,000.00    |                                    |

Please note that participants in the GPP prior to 12/31/2005 will receive the final annual payment in 2009. Future GPP informational events will be held later this year. In the meantime, if you have any questions about your GPP account, please contact Mary Ann Lambrechts, 443-883-4829 (600-4829) or at [maryann.lambrechts@erickson.com](mailto:maryann.lambrechts@erickson.com).

TO: Jeffrey Selby  
FROM: Hans Keller  
DATE: November 12, 2008  
RE: Separation Agreement and Release

This memorandum will confirm the agreement concerning your separation from employment with Erickson Retirement Communities, LLC ("Erickson") and sets forth the terms and conditions of the agreement.

1. You will remain an employee of Erickson through December 31, 2008, subject to the normal rules and standards for employees. The records of Erickson will reflect that you were separated from employment effective at the close of business on December 31, 2008. You will receive a paycheck for your regular wages through December 31, 2008 on the normal pay-date for Erickson and you will receive a check for your accrued PTO hours, if any, on the normal paydate for Erickson. Applicable taxes and withholdings will be deducted from these checks.

2. In addition, Erickson will provide the items listed in this Section 2. You will not be entitled to any other or further compensation, remuneration, payments or benefits of any kind; however, nothing in this paragraph is intended to divest you of any retirement benefit in which you have a vested right, nor is it intended to affect any rights and entitlements you have to health insurance continuation under COBRA.

(a) Beginning no sooner than eight (8) days after your signature of this Agreement, Erickson will provide you eight (8) weeks of separation pay at your regular salary less applicable income tax withholdings and other standard payroll deductions. The separation pay will be made in bi-weekly payments in accordance with Erickson's regularly scheduled pay dates.

(b) Your current health benefits package will remain in effect through the end of December 2008 with the standard payroll deduction. Beginning in January 2009, you are eligible to continue your current health benefits package under COBRA. If you elect to continue your current health benefits under COBRA, 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 costs of maintaining your health benefits under COBRA. After the final payment of the separation pay, you will be responsible for the entire premium under COBRA.

(c) Erickson will provide outplacement services to you through its regular contractor in Maryland. If you wish to utilize this benefit, you must initiate the start of service no later than 45 days from your separation date.

(d) It is agreed that you are 100% vested in the employer's matching contributions towards your 401k plan. Per the terms of the plan, you cannot make any further contributions during the separation pay period.

(e) It is agreed that you were fully vested in your Growth Participation Plan Units under the terms of the old 2005 plan. Your Growth Participation Units will be redeemed per the terms of the Growth Participation Plan. You have already received redemption checks in 2006, 2007, and 2008, each for  $\frac{1}{4}$  of the value of your Units. You will receive 1 more check to complete the redemption of your Units in the summer of 2009. Additionally, you will receive the 2007 value for any units under the new GPP plan that were issued to you.

3. After your separation date, you agree to return promptly all of Erickson's property including, but not limited to, your employee identification card, parking pass, equipment, supplies, and any and all documents and files concerning residents, employees, vendors, services, products, software, technical and business information prepared for or by Erickson or its managed retirement communities. You agree to keep confidential any trade secret and any business, proprietary, confidential, or copyrighted information of Erickson or its retirement communities which you acquired in connection with your employment. You also agree not to provide any information in whatever form about Erickson's business practices, policies, claims, or other confidential information which you acquired in connection with your employment to any person, unless required by law.

4. Except as required by law, you agree to keep the terms of this Agreement completely confidential, and further agree not to disclose the terms and conditions of this Agreement or the existence of this Agreement to anyone including, but not limited to, any past, present, or prospective employees or applicants for employment with Erickson; provided, however, that this restriction shall not apply to disclosure by you to your attorney, your tax advisor, or your spouse, as applicable.

5. You agree not to communicate any derogatory or defamatory information concerning Erickson, including its members, directors, officers, employees, or agents, to any persons, corporations, or other entities. Erickson agrees not to communicate any derogatory or defamatory information concerning you to any persons, corporation, or other entity. Erickson also agrees that it will not contest your application for unemployment compensation benefits.

6. In consideration for the separation pay, contribution towards your benefits, and outplacement services, you hereby release Erickson, its members, directors, officers, employees, agents, and all related or affiliated persons or entities (collectively the "Released Parties") of and from any and all liability, claims, causes, demands, obligations, attorneys fees, actions, contracts, torts, promises, damages, and rights, arising as of the date of this release, which you have or may have arising out of or related to your employment, including the termination 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 (ADEA), the Americans with Disabilities Act, 42 U.S.C. Section 1981 *et seq.*, and all other employment laws, all claims for wrongful discharge, all claims that the persons or entities released in this paragraph dealt unfairly with you, in bad faith, or in violation of any employment agreement, express or implied, and all claims for personal injury, emotional distress, pain and suffering, compensatory and/or punitive damages.

7. You further 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 or local agency, court, commission or other tribunal. You further agree not to seek or request damages in connection with any other claim, demand or charge that may be filed with any federal, State or local agency, court, commission or other tribunal against the Released Parties. This Agreement is not intended to interfere with any right you may have to file a charge with any federal, state or local governmental authority, except that you understand and agree that by entering into this Agreement, you waive any claim to recovery of any remedy beyond what is provided in this Agreement. Furthermore, you affirm and acknowledge that you have not been denied any leave requested under the Family and Medical Leave Act or any applicable state or local acts providing for leave. 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.

8. You agree that you had the opportunity to report to Erickson any violations of the Erickson Corporate Compliance Plan of which you had knowledge either during your employment or as part of your Exit Interview Questionnaire. You hereby further agree that you had no knowledge of any violations of the Plan except as otherwise reported.

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

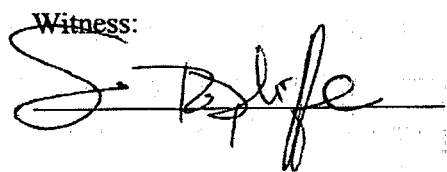
10. You have the right to consult with an attorney concerning this Agreement, if you believe that is appropriate. In accordance with current legal requirements under the Older Workers' Benefit Protection Act, this offer will be held open for no more than twenty-one (21) days from the date of this memorandum after which time the offer will expire. You may use as much of this 21-day period as you wish before signing. In addition, you may revoke this Agreement any time within seven (7) days after it is signed by you. Any revocation must be in writing and delivered to me within seven (7) days in order to be effective

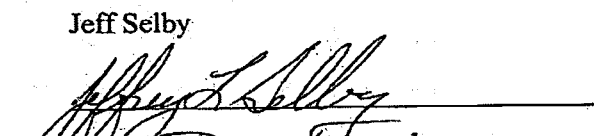
11. Your signature will confirm that you are entering into this Agreement voluntarily and with the full understanding of all the above terms, and that you are not relying upon any representations, statements or agreements of Erickson as a basis for entering into this Agreement except for those expressly set forth in this Agreement. In addition, once signed, this Agreement will set forth the entire agreement between Erickson and you. It will supersede 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. Any

need for interpretation or enforcement of this Agreement will be in accordance with Maryland law, without regard to its conflict of laws provisions, and venue for any action shall be in Baltimore County, Maryland. In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the invalidity, illegality, or unenforceability shall not affect any other provision, and the Agreement shall be construed as though it had not contained the invalid, illegal, or unenforceable provision.

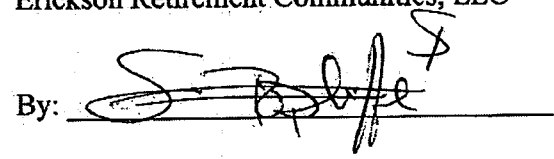
PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS AS OF THE DATE OF THIS AGREEMENT.

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND ARE VOLUNTARILY ENTERING INTO IT.

Witness:  


Jeff Selby  
  
Date: December 1, 2008

Witness:  
\_\_\_\_\_

Erickson Retirement Communities, LLC  
By:   
Date: \_\_\_\_\_