

UNITED STATES BANKRUPTCY COURT  
FOR THE Northern DISTRICT OF Texas/Dallas

IN THE MATTER OF

Erickson Retirement  
Bankrupt

IN BANKRUPTCY  
NO. 09-37010  
RECEIVED FILED

STATE OF New York }  
COUNTY OF Albany } SS

MAY 06 2010

MAR 23 2010

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

BMC GROUP  
PROOF OF CLAIM IN BANKRUPTCY

1. (If claimant is an individual claiming for himself) The undersigned, who is the claimant herein, resides at \*

(If claimant is a partnership claiming through a member) The undersigned, who resides at \*  
is a member of  
a partnership, composed of the undersigned and  
, and doing business at \*  
, and is authorized to make this proof of claim  
of behalf of the partnership.

(If claimant is a corporation claiming through an authorized officer) The undersigned, who resides  
at \* 1275 Broadway, Albany, NY 12204, is the Credit Manager of  
Lexis Publishing, a corporation organized under the laws of  
New York state, and doing business at \* 1275 Broadway, Albany, NY 12204,  
and is authorized to make this proof of claim  
on behalf of the corporation.

(If claim is made by agent) The undersigned, who resides at \*  
is the agent of of \*  
and is authorized to make this proof of claim on behalf of the claimant.

2. The bankrupt was, at the time of the filing of the petition initiating this case, and still is indebted  
(OR liable) to the claimant, in the sum of \$ 38,63.

3. The consideration for this debt (OR ground of liability) is as follows:

\*\*\*\*\* SEE ATTACHED ITEMIZATION \*\*\*\*\*

4. (If the claim is founded on writing) The writing on which this claim is founded (or a duplicate  
thereof) is attached hereto (OR cannot be attached for the reason set forth in the statement attached  
hereto).

5. (If appropriate) This claim is founded on an open account, which became (OR will become) due  
on presently due, as shown by the itemized statement attached hereto. Unless it  
is attached hereto or its absencies explained in an attached statement, no note or other negotiable instru-  
ment has been received for the account or any part of it.

6. No judgment has been rendered on the claim except

7. The amount of all payments on this claim has been credited and deducted for the purpose of making  
this proof of claim.

8. This claim is not subject to any setoff or counter-claim except

Erickson Ret. Comm. LLC



9. No security interest is held for this claim except

(If security interest in property of the debtor is claimed) The undersigned claims the security  
interest under the writing referred to in paragraph 4 hereof (OR under a separate writing (or a duplicate of  
which) is attached hereto, OR under a separate writing which cannot be attached hereto for the reason set  
forth in the statement attached hereto). Evidence of perfection of such security interest is also attached  
hereto.

10. This claim is a general unsecured claim, except to the extent that the security interest, if any, des-  
cribed in paragraph 9 is sufficient to satisfy the claim. (If priority is claimed, state the amount and basis  
thereof).

Dated: 3/4/10

Sandra D Reardon, Credit Manager  
Signed: Sandra Reardon

PENALTY FOR PRESENTING FRAUDULENT CLAIM. Fine of not more than \$5,000 or imprison-  
ment for more than 5 years or both - Title 18, U.S.C. § 152.

\*State post-office address.

UNITED STATES BANKRUPTCY COURT

FOR THE \_\_\_\_\_ DISTRICT OF \_\_\_\_\_

IN THE MATTER OF

\_\_\_\_\_  
Bankrupt

} IN BANKRUPTCY  
NO. \_\_\_\_\_

STATE OF \_\_\_\_\_ } SS  
COUNTY OF \_\_\_\_\_ }

POWER OF ATTORNEY

TO \_\_\_\_\_ of \* \_\_\_\_\_, and  
\_\_\_\_\_ of \* \_\_\_\_\_

The undersigned claimant hereby authorizes you, or any one of you, as attorney in fact for the undersigned, and with full power of substitution, to attend the first meeting of creditors of the bankrupt or any adjournment thereof, and to vote in my behalf on any question that may be lawfully submitted to creditors at such meeting or adjourned meeting, and for a trustee or trustees of the estate of the bankrupt.

Dated: \_\_\_\_\_  
(IF APPROPRIATE)

Signed: \_\_\_\_\_  
By \_\_\_\_\_  
as \_\_\_\_\_  
Address: \_\_\_\_\_

(If executed by an individual) Acknowledged before me on \_\_\_\_\_,

(If executed on behalf of a partnership) Acknowledged before me on \_\_\_\_\_,  
by \_\_\_\_\_, who says he is a member of the partnership named above and is authorized to execute this power of attorney in its behalf.

(If executed on behalf of a corporation) Acknowledged before me on \_\_\_\_\_,  
by \_\_\_\_\_, who says that he is \_\_\_\_\_ of the corporation named above and is authorized to execute this power of attorney in its behalf.

\_\_\_\_\_  
\_\_\_\_\_  
(Official Character)

\*State post-office address.

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

**Bill to Account #** 0099459176  
**ERICKSON RETIREMENT COMMUNITIES**  
**MAIL STOP 101**  
**PO BOX 22000**  
**CATONSVILLE MD 21228-0002**

**CUSTOMER SUPPORT:800-833-9844**  
**MON-FRI 8AM-8PM EST**  
**VISIT [www.lexisnexis.com/printcdsc](http://www.lexisnexis.com/printcdsc)**  
**Fed ID# 14-0499170**  
**GST# R124610999**

YOUR ACCOUNT IS PAST DUE. Please send the amount shown in payment due, today. If payment has been mailed, thank you.

Quick Reference		
Statement Date		03-04-10
Account Balance	\$	38.63
Past Due	\$	38.63
Current Due	\$	0.00
Payment Due	\$	38.63

## Monthly Statement of Account Activity

Balance yet to bill	Current Due	Past Due	Unallocated Payments	Account Balance
0.00	0.00	38.63	0.00	38.63

<b>Disputed Charges</b>	0.00	*We have received payment(s) for your account that can not be allocated. Please advise us to which invoice(s) these payment(s) should be applied.
<b>*Unallocated Payments</b>	0.00	

### Aging of Past-due Amounts

30-60 days	60-90 days	90-120 days	120-150 days	over 150 days
0.00	14.19	12.29	12.15	0.00

 Please visit the Print & CD Service Center @ [www.lexisnexis.com/printcdsc](http://www.lexisnexis.com/printcdsc)

Your password: EP7E4M

# STATEMENT

DETACH HERE

**Bill to Account Name: ERICKSON RETIREMENT**

**PLEASE RETURN THIS PORTION WITH YOUR PAYMENT.**  
 If payment does not equal payment due, please provide details for invoices and amounts being paid.

Account#	Statement Date	Account Balance	Payment Due	Payment Due Date	Remittance Amount
0099459176	03-04-10	38.63	38.63	04-29-10	\$

**Make Checks Payable (in U.S. Dollars) to:**  
 Matthew Bender & Co., Inc.  
 P O Box 7247-0178  
 Philadelphia, PA 19170-0178

Credit Card Payments:  
 URL: [www.lexisnexis.com/printcdsc](http://www.lexisnexis.com/printcdsc)  
 Secure Phone: 866-644-2455

Please return the remittance portion of your invoice or statement with your payment, to ensure your account is credited correctly. **Make check payable to: Matthew Bender & Co. Inc., P.O. Box 7247-0178, Philadelphia PA 19170-0178.** If your account balance shows a credit, it may be applied to future purchases or a refund will be issued upon request. Please include your account number on all checks and correspondence. All correspondences (e.g., disputes or inquires) must be mailed to: Matthew Bender & Co. Inc., Attn: Customer Support, 1275 Broadway, Albany NY 12204-2628.

**Summary of the Material Terms Related to your Print Subscriptions**

Service Orders are publications purchased on an annual basis for an annual charge. A subscription is created for a one year service term and during the term you will receive any updates including supplementations, releases, replacement volumes, new editions and revisions ("Updates") to the product ordered at no additional charge. The annual charge does not include shipping and handling.

Annual subscriptions can also be ordered on an automatic annual renewal basis. If you select the Automatic Annual Renewal option, your subscription will be automatically renewed without any action on your part. Alternatively, a subscriber can select the notification option which results in a notice being sent alerting the subscriber to the imminent expiration of the annual subscription. Under this option, the subscriber must affirmatively elect to continue the subscription for an additional year.

Non Service Orders are publications purchased on a pay as you go basis. Non Service purchases do not include any Updates. You may choose to receive future Updates on an automatic basis. If you choose this option you will receive all future Updates, with an invoice, without any further action on your part. Alternatively, you may choose to simply receive notification that a new Update is available. Under this option nothing will be sent unless you make an affirmative selection.

**Complete details of our subscription plans may be found in the Material Terms provided with your order or located at <http://support.lexisnexis.com/printcdsc/terms.asp>. You may also call Customer Support at 1-800-833-9844 to request a copy of the Material Terms by mail or fax.**

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A detailed description of the cancellation policy for each product or service ordered may be found in the Material Terms provided with your order or located at <http://support.lexisnexis.com/printcdsc/terms.asp>.

**Returned Materials**

All publications and CD-ROM discs must be returned to us pursuant to the applicable return policy and must be in the same condition as received. Send returns to: LexisNexis Matthew Bender, 136 Carlin Road, Conklin NY 13748.

**Late Charges**

If not included in the Additional Terms and Conditions for the product or service ordered, then overdue amounts will be assessed a late payment charge to be compounded at the monthly rate of 1.167% or the maximum provided by law, whichever is less. There is a minimum late payment charge of ten dollars (\$10.00).

**Collection Costs**

If you fail to pay any amount when due, then we reserve the right to terminate the applicable product or service and retain all sums paid by you. In addition, you are responsible for all collection costs incurred by us including, but not limited to, collection agency fees, reasonable attorney's fees and court costs. At our option, the entire outstanding balance shall become due and payable upon your breach of any terms, provision or condition of this Agreement. We retain a purchase money security interest in all publications and supplements until paid in full.

Please indicate address correction below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you are paying by Credit Card, please provide the following information or pay online at [www.lexisnexis.com/printcdsc](http://www.lexisnexis.com/printcdsc)

American Express    Discover    MasterCard    Visa  
(Select One)

Phone # \_\_\_\_\_ # of Attys. \_\_\_\_\_

Credit Card # \_\_\_\_\_

Email \_\_\_\_\_

Expiration Date \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Matthew Bender &amp; Co., Inc.

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Bill to Account # 0099459176

<i>Open Item / Current Month Transactions</i>							
<i>Trans Date</i>	<i>Invoice #</i>	<i>Ship to #</i>	<i>REF / PO#</i>	<i>Description</i>	<i>Charge</i>	<i>Credit</i>	<i>Value Open</i>
25-NOV-09	03076106			LATE PYMT CHG	12.15		12.15
30-DEC-09	03087140			LATE PYMT CHG	12.29		12.29
29-JAN-10	03097496			LATE PYMT CHG	14.19		14.19
<b>Totals</b>					<b>38.63</b>	<b>0.00</b>	<b>38.63</b>

Please return the remittance portion of your invoice or statement with your payment, to ensure your account is credited correctly. **Make check payable to: Matthew Bender & Co. Inc., P.O. Box 7247-0178, Philadelphia PA 19170-0178.** If your account balance shows a credit, it may be applied to future purchases or a refund will be issued upon request. Please include your account number on all checks and correspondence. All correspondences (e.g., disputes or inquires) must be mailed to: Matthew Bender & Co. Inc., Attn: Customer Support, 1275 Broadway, Albany NY 12204-2628.

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American Express    Discover    MasterCard    Visa  
(Select One)

Phone # \_\_\_\_\_ # of Attys. \_\_\_\_\_

Credit Card # \_\_\_\_\_

Email \_\_\_\_\_

Expiration Date \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_