

UNITED STATES BANKRUPTCY COURT Northern District of Texas **PROOF OF CLAIM**

Name of Debtor: **Erickson Construction, LLC** Case Number: **09-37016**

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): **South Shore Iron Work's, Inc.**

Name and address where notices should be sent:
South Shore Iron Works, Inc.
 c/o Curtis | Castillo PC
 901 Main Street, Suite 6515, Dallas, Texas 75202

Telephone number:
 (773) 264-2267

RECEIVED
MAY 09 2011
BMC GROUP

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

Court Claim Number: 530
 (If known)

Filed on: 01/19/2010

Name and address where payment should be sent (if different from above):
South Shore Iron Works, Inc.
 Attn: Fred Hartmann, Vice President
 407 West 109th Street, Chicago, IL 60628

Telephone number:

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: \$ 208,173.10

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

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

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

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

Specify the priority of the claim.

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

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

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.)

Wages, salaries, or commissions (up to \$11,725*) 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).

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: \$ 208,173.10 Amount Unsecured: \$ _____

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

Up to \$2,600* 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).

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:

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


Amount entitled to priority:
 \$ _____

*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

Date: 5-9-11

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.

Fred Hartmann
 Digitally signed by Fred Hartmann
 DN: cn=Fred Hartmann, o=South Shore Iron Works, Inc., ou, email=fred@ssiw.com, c=US
 Date: 2011.05.09 14:20:34 -05'00'

FOR COURT USE ONLY
 Erickson Ret. Comm. LLC

 01860

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

INFORMATION

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.

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.



Writer's Direct Dial:
(214) 752-2222, ext. 115

Writer's E-mail Address:
lking@curtislaw.net

May 6, 2011

BMC Group Inc.
Attn: Tinamarie Feil
600 1st Avenue, Suite 300
Seattle, WA 98104
Telephone 206.516.3300

Re: Amended Proof of Claim for *In re: Erickson Construction, LLC*,
Case No. 09-37016

Dear Tinamarie Feil,

Attached please find the Amended Proof of Claim for Court Claim 530 for *In re: Erickson Construction, LLC*, Case No. 09-37016. The attached proof of claim, Claim Number 530, was timely filed by secured creditor South Shore Iron Works, Inc. ("South Shore") prior to the bar date (however, it was filed in Case No. 09-37010, *In Re: Erickson Retirements Communities, LLC*). On the original proof of claim form, South Shore correctly listed their debtor as Erickson Construction, LLC, but inadvertently had a typo in the case number, using case number 09-37010 (for Erickson Retirement Communities) instead of case number 09-37016 (for Erickson Construction, LLC). The claims agent used the case number instead of the debtor's name to file the claim, attributing the claim to Erickson Retirement, instead of Erickson Construction.

South Shore is filing this Amended Proof of Claim merely to reflect the correct case number. Nothing about the substance of the claim has changed. All original attachments, including proof of the filing of a mechanic's lien against the debtor, are attached to this Amended Proof of Claim as they were in the original.

Please file and return a file stamped copy to us in the enclosed self-addressed stamped envelope.

Thank you,

A handwritten signature in black ink, appearing to read "Lori D. King", is written over the typed name.

Lori D. King

Attachment

cc: Fred Hartmann, South Shore Iron Works, Inc.
Mark A. Castillo

Proof of Claim Summary

The attached proof of claim, Claim Number 530, was timely filed by secured creditor South Shore Iron Works, Inc. ("South Shore") prior to the bar date (however, it was filed in Case No. 09-37010, In Re: Erickson Retirements Communities, LLC). On the original proof of claim form, South Shore correctly listed their debtor as Erickson Construction, LLC, but inadvertently had a typo in the case number, using case number 09-37010 (for Erickson Retirement Communities) instead of case number 09-37016 (for Erickson Construction, LLC). The claims agent used the case number instead of the debtor's name to file the claim, attributing the claim to Erickson Retirement, instead of Erickson Construction.

South Shore is filing this Amended Proof of Claim merely to reflect the correct case number. Nothing about the substance of the claim has changed. All original attachments, including proof of the filing of a mechanic's lien against the debtor, are attached to this Amended Proof of Claim as they were in the original.

MECHANIC'S LIEN:
CLAIM

STATE OF ILLINOIS

COUNTY OF Lake

FILE COPY

SOUTH SHORE IRON WORK'S INC.

CLAIMANT

-VS-

Lincolnshire Campus, LLC
Sedgebrook, Inc.
Manufacturers and Traders Trust Company, as Bond Trustee
ERICKSON CONSTRUCTION, LLC

DEFENDANT(S)

The claimant, SOUTH SHORE IRON WORK'S INC. of Chicago, IL 60628, County of Cook, hereby files a claim for lien against ERICKSON CONSTRUCTION, LLC, contractor of 20 Riverside Road, Lincolnshire State of IL and Lincolnshire Campus, LLC Chicago, IL 60604-1101 {hereinafter referred to as "owner(s)"} and Sedgebrook, Inc. Chicago, IL 60604 Manufacturers and Traders Trust Company, as Bond Trustee Buffalo, NY 14203 {hereinafter referred to as "lender(s)"} and states:

That on or about 10/29/2007, the owner owned the following described land in the County of Lake, State of Illinois to wit:

Street Address: Renaissance Gardens @ Sedgebrook 960 Audubon Way Lincolnshire, IL 60069:

A/K/A: Lot 1 in Sedgebrook Subdivision, being a subdivision of part of the Southeast 1/4 of Section 22 and of the Southwest 1/4 of Section 23 and of the Northwest 1/4 of Section 26 and of the Northeast 1/4 of Section 27, all in Township 43 North, Range 11 East of the Third Principal Meridian in the County of Lake in the State of Illinois

A/K/A: TAX # 15-23-302-001; 15-22-406-001

and ERICKSON CONSTRUCTION, LLC was the owner's contractor for the improvement thereof. That on or about 10/29/2007, said contractor made a subcontract with the claimant to provide labor and material to fabricate and erect steel for and in said improvement, and that on or about 03/19/2009 the claimant completed thereunder all that was required to be done by said contract.

mlr/sgc.br
LC'BH 090428762

**Original Lien Recorded
Lake County, Illinois Recorder
of Deeds as Doc. No. 6476255**

The following amounts are due on said contract:

Contract	\$1,700,000.00
Extras/Change Orders	\$48,361.00
Credits	\$0.00
Payments	\$1,540,197.90

Total Balance Due \$208,163.10

leaving due, unpaid and owing to the claimant after allowing all credits, the sum of Two Hundred Eight Thousand One Hundred Sixty-Three and One Tenths (\$208,163.10) Dollars, for which, with interest, the Claimant claims a lien on said land, beneficial interests, if any, and improvements, and on the moneys or other considerations due or to become due from the owner under said contract.

To the extent permitted by law, all waivers of lien heretofore given by claimant, if any, in order to induce payment not received are hereby revoked. Acceptance of payment by claimant of part, but not all, of the amount claimed due hereunder shall not operate to invalidate this notice.

IN WITNESS WHEREOF, the undersigned has signed this instrument on April 28, 2009.

SOUTH SHORE IRON WORK'S INC.

BY: [Signature]
Fred Hartmann Vice President

Prepared By:
SOUTH SHORE IRON WORK'S INC.
407 W. 109th Street
Chicago, IL 60628

VERIFICATION

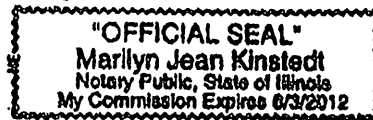
State of Illinois
County of Cook

The affiant, Fred Hartmann, being first duly sworn, on oath deposes and says that the affiant is Vice President of the claimant; that the affiant has read the foregoing claim for lien and knows the contents thereof; and that all the statements therein contained are true.

[Signature]
Fred Hartmann Vice President

Subscribed and sworn to
before me this April 28, 2009.

[Signature]
Notary Public's Signature



South Shore Iron Works

Sub: South Shore Iron Works, Inc.
Cost Code: 517EC10-48400-051000

Contract Number: 8

SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR

THIS SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR (this "Agreement") is made as of 12/31/2007 by and between ERICKSON CONSTRUCTION, LLC (the "Contractor"), having an address of 703 Maiden Choice Road, Baltimore, Maryland 21228, Attn: Pete Szyrak; and South Shore Iron Works, Inc. (the "Subcontractor"), having an address of 407 West 109th Street, Chicago, IL, 60628.

RECITALS

- A. The Contractor has made a contract for construction dated as of 11/01/2007 (the "Prime Contract") with Lincolnshire Campus, LLC (the "Owner"), having an address of 701 Maiden Choice Lane, Baltimore, Maryland 21228. A copy of the Prime Contract containing all provisions applicable to Subcontractor shall be made available to the Subcontractor, upon request, in Contractor's general offices.
- B. The Prime Contract is for the provision of labor, materials and services in connection with the construction of Sedgebrook RCI, 20 Riverside Rd., being part of a project known as Sedgebrook, Inc., located in Lincolnshire, Illinois (the "Project").
- C. The Architect for the Work (as such term is defined in Section 2.1 below) is Wallace Roberts & Todd, LLC (the "Architect"), having an address of 1700 Market Street, Philadelphia, PA, 19103.
- D. The Developer of the Project is Erickson Retirement Communities, LLC (the "Developer"), having an address of 701 Maiden Choice Lane, Baltimore, Maryland 21228.
- E. The Operator of the Project is Sedgebrook, Inc. (the "Operator"), having an address of 701 Maiden Choice Lane, Baltimore, Maryland 21228.

NOW THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor hereby agrees to hire the Subcontractor to perform the Work, and the Subcontractor hereby agrees to perform the Work, on the terms and conditions hereinafter set forth in this Subcontract.

1. THE SUBCONTRACT DOCUMENTS.

1.1. The Subcontract Documents consist of (1) this Subcontract; (2) provisions of the Prime Contract applicable to the Work, (including all General Conditions to the Prime Contract, and all Drawings and Specifications, as such terms are defined in the Prime Contract); (3) other documents listed in Section 1.2 below; and (4) modifications to this Subcontract issued after execution of this Subcontract. To the extent any terms of this Subcontract are in conflict with the terms of the Prime Contract, the terms of this Subcontract shall control. The Subcontract Documents form the Subcontract, and are as fully a part of this Subcontract as if attached to this Subcontract or repeated herein. The Subcontract represents the entire and integrated Subcontract between the parties hereto and supersedes all prior negotiations, representations or Subcontracts, either written or oral. All initially capitalized terms used herein, unless otherwise defined in this Subcontract, shall have the meanings given such terms in the Prime Contract.

1.2. To the extent not listed directly above, the Subcontract Documents, except for Modifications issued after execution of this Subcontract, are enumerated as follows: (on Exhibit A attached hereto)

2. THE WORK OF THIS SUBCONTRACT.

2.1. The term "Work" shall mean and refer to all labor, supervision, materials and services scaffolding, tools, equipment, supplies, hoisting, vertical transportation and all other things necessary for the construction and completion of the work described in Exhibit B and work incidental thereto, in strict accordance and full compliance with the terms of the Subcontract Documents (which are hereby incorporated by reference) and this Subcontract and to the satisfaction of Contractor and the Owner.

2.2. The Subcontractor shall execute the Work described below (or if noted below, on Exhibit B attached hereto), including but not limited to, all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract to be the responsibility, of others:

- Exhibit B, Description of work, attached.
- The Work consists of Structural Steel (Sub).

2.3. Subcontractor shall carefully examine the Subcontract Documents and shall promptly notify Contractor in writing of any deficiencies, discrepancies, ambiguities or errors before proceeding with the Work.

Sub: South Shore Iron Works, Inc.
Cost Code: 517EC10-48400-051000

Contract Number: 8

2.4 Subcontractor represents that it is fully qualified to perform this Subcontract, and acknowledges that, prior to the execution of this Subcontract, it has (a) by its own independent investigation ascertained (i) the Work required by this Subcontract, (ii) the conditions involved in performing the Work, and (iii) the obligations of this Subcontract and the Contract Documents; and (b) verified all information furnished by Contractor or others satisfying itself as to the correctness and accuracy of that information. Any failure by Subcontractor to investigate independently and become fully informed will not relieve Subcontractor from its responsibilities hereunder.

3. CONSTRUCTION SCHEDULE.

3.1. DATE OF COMMENCEMENT. The date of commencement shall be the date of this Subcontract, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Contractor:

Date of Commencement: 03/03/2008

3.1.1. From time to time throughout the term of this Subcontract, the Contractor shall provide the Subcontractor with copies of the Contractor's construction schedule and schedule of submittals, together with such additional scheduling details as will enable the Subcontractor to plan and perform the Work properly. The Subcontractor shall be notified promptly of subsequent changes in the construction and submittal schedules and additional scheduling details.

3.1.2. If requested by Contractor, Subcontractor shall submit detailed schedules for performance of the Subcontract in a form acceptable to Contractor, which shall comply with all scheduling requirements of the Subcontract Documents. Contractor may from time to time, at its sole discretion, direct Subcontractor to make reasonable modifications and revisions in such schedules.

3.1.3. Subcontractor will proceed with the Work in a prompt and diligent manner, in accordance with Contractor's schedules as reasonably amended from time to time. Subcontractor shall be liable to Contractor for failure to adhere to Contractor's construction schedules including amendments even if such schedules differ from schedules set forth in the Subcontract Documents or the time of completion called for by the Subcontract Documents.

3.1.4. Subcontractor shall be entitled to additional compensation for compliance with schedule amendments or damages for delay only to the extent the Subcontract Documents entitle Contractor to damages or to a contract adjustment increasing the price of the Prime Contract.

3.2. SUBMITTALS. Subcontractor shall make all submittals required by this Subcontract, including shop drawings, test reports, and certificates, within seven (7) days following the Date of Commencement. Subcontractor must revise and resubmit any submittals within seven (7) days after such items are returned to Subcontractor for correction.

3.3. SUBSTANTIAL COMPLETION.

3.3.1. The Project shall be substantially completed not later than 03/31/2009, ("Substantial Completion") subject to adjustments as provided in the Subcontract Documents (see Exhibit B attached hereto for details). Subcontractor must complete its Work on the Project in the necessary time sequence to assure that the Project, including the Work and the work of Contractor and all other subcontractors on the Project, is substantially completed by the date listed above in this Section 3.3.1.

3.4. TIME IS OF THE ESSENCE. Time is of the essence of this Subcontract, subject to any applicable notice and cure periods provided in the Subcontract.

4. SUBCONTRACT SUM.

4.1. SUBCONTRACT SUM. The Contractor shall pay the Subcontractor in current funds for performance of the Subcontract the Subcontract Sum of one million seven hundred thousand Dollars and zero Cents (\$1,700,000.00) subject to additions and deductions as provided in the Subcontract.

4.2. ALTERNATES.

4.2.1. The Subcontract Sum includes the following alternates, (or if noted below, as set forth on Exhibit C attached hereto), if any, which are described in the Subcontract and have been accepted by the Owner and the Contractor:

See Exhibit C attached.

Alternates are included in Exhibit C attached:

Sub: South Shore Iron Works, Inc.
Cost Code: 517EC10-48400-051000

Contract Number: 8

4.2.2. Contractor reserves the right to have Subcontractor provide the following alternates (or, if noted, as set forth on Exhibit C attached hereto, which alternates are not included in the Subcontract Sum.

See Exhibit C attached.

Reserved Alternates defined in Exhibit C attached:

4.3. UNIT PRICES. Unit prices, if any (inclusive of overhead and prices), are as follows (or, if noted, as set forth on Exhibit C attached hereto):

See Exhibit C attached.

Unit Prices are detailed in Exhibit C attached:

4.4. ESTIMATED COST OF THE WORK. The schedule of values breakdown of the amount of the Subcontract Sum is attached hereto as Exhibit C, unless noted otherwise below in this Section 4.4. The schedule of values shall be used by Subcontractor to apply for all payments due to Subcontractor under this Subcontract. If the Schedule of Values is not attached hereto, Subcontractor shall submit to Contractor the Schedule of Values in form similar to AIA G703 format within ten (10) days of request of Contractor for Contractor's approval. When approved, the Schedule of Values shall be used by Subcontractor to apply for all payments due to Subcontractor under this Subcontract.

Estimated Cost of Work is not attached hereto.

5. CONTRACTOR.

5.1. SERVICES PROVIDED BY THE CONTRACTOR.

5.1.1. The Contractor shall provide suitable areas for storage of the Subcontractor's materials and equipment during the course of the Work, to the extent such areas are readily available, from time to time.

5.1.2. If Contractor has available and Subcontractor elects to use Contractor's equipment or facilities, an agreed price in writing must be made before such use. Subcontractor shall make its own determination before commencing to use such equipment or facilities that such equipment or facilities are adequate and safe for the Work to be performed. Such equipment and facilities shall be accepted by Subcontractor in "AS-IS" condition without warranty or representation by Contractor as to their condition or adequacy to perform the respective function. Subcontractor agrees that all personnel operating or using such equipment or facilities shall be qualified and properly trained in the operation and use of such equipment or facilities. Subcontractor agrees to return the equipment and facilities to Contractor at the conclusion of the use in as good a condition as received. In the event that any such equipment is damaged while in the possession of Subcontractor, Contractor shall be entitled to exercise Contractor's remedies under Section 8.3 of this Agreement.

6. SUBCONTRACTOR.

6.1. LICENSE. The Subcontractor represents to Contractor that Subcontractor is duly licensed to perform the Work in the jurisdiction where the Project is located. Subcontractor represents that Subcontractor's License Number is _____ Registration Number _____ and Sales or Tax Registration Number is 36-1799540 and that all such licenses and registrations shall be maintained in full force and effect throughout the term of Subcontractor's obligations under the Subcontract, including any warranty obligations.

6.2. EXECUTION AND PROGRESS OF THE WORK.

6.2.1. The Subcontractor shall cooperate with the Contractor in scheduling and performing the Subcontractor's Work to avoid conflict, delay in or interference with the work of the Contractor, other subcontractors or Owner's own forces. Subcontractor is obligated to assure that all workmen of Subcontractor work in harmony with all other workmen on the Project.

6.2.2. The Subcontractor shall promptly submit Shop Drawings, Product Data, Samples and similar submittals required by the Subcontract with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Contractor or other subcontractors.

6.2.3. The Subcontractor shall furnish to the Contractor periodic progress reports on the Work of this Subcontract upon request of Contractor, including information on the status of materials and equipment which may be in the course of preparation or manufacture.

6.2.4. The Subcontractor shall complete all of its work in a good and workmanlike manner. The Subcontractor agrees that the Owner will have the authority to reject Work which does not conform to the Prime Contract or to the Subcontract. The Subcontractor shall, at Subcontractor's cost, replace or, if approved by the Owner, repair any defective work and repeat tests as necessary, at Subcontractor's cost, until all Work is proven satisfactory.

EC: _____ Sub: 

Sub: South Shore Iron Works, Inc.
Cost Code: 517EC10-48400-051000

Contract Number: 8
Exhibit H, Sched B - Insurance Requirements Sched. B
Exhibit I - Payment Bond
Exhibit J - Performance Bond

This Agreement entered into us of the day and year first written above.

WITNESSES:

CONTRACTOR
ERICKSON CONSTRUCTION, LLC

By: David Taguc
David Taguc
Vice President

Dated: 2/1/08

SUBCONTRACTOR

By: Fred Hartmann
South Shore Iron Works, Inc.
Fred Hartmann
President


Dated: 1-24-08

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID SM SOUTH-8	DATE (MM/DD/YYYY) 09/04/08
PRODUCER Connor & Callagher Ins. Serv. 4933 Lincoln Avenue, Suite 5 Lisle, IL 60532 Phone: 630-810-9100 Fax: 630-810-0100		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED South Shore Iron Works, Inc. Mar 407 W. 109th St Chicago IL 60628		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Cincinnati Insurance Company	
		INSURER B: Hartford Insurance Company	22357
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER LTR	INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PERCT <input type="checkbox"/> LOC	CAP5075975	09/01/08	09/01/09	EACH OCCURRENCE \$ 1,000,000 PRODUCTS TO RENTED PREMISES (EA OCCUR) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ALL AUTO <input type="checkbox"/> ALL DIVIDED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> OWNED AUTOS <input checked="" type="checkbox"/> ALL DIVIDED AUTOS	CAP5075975	09/01/08	09/01/09	COMBINED SINGLE LIMIT (EA OCCUR) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		UMBRELLA LIABILITY <input checked="" type="checkbox"/> LOCAL <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> EXCHANGE <input checked="" type="checkbox"/> EXTENSION \$0	CAP5075975	09/01/08	09/01/09	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PERSONS OR PARTNERS/EXECUTIVE OFFICERS ARE EXCLUDED?	83WECIN9244	09/01/08	09/01/09	<input checked="" type="checkbox"/> WC STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 RE: ALL PROJECTS AT SEDGEBROOK COMMUNITY IN LINCOLNSHIRE, IL
 THE FOLLOWING ARE INCLUDED AS PRIMARY NON-CONTRIBUTORY ADDITIONAL INSURED
 ON THE POLICY AS RESPECTS THE OPERATIONS OF THE NAMED INSURED: ERICKSON
 CONSTRUCTION COMMUNITIES, LLC; LINCOLNSHIRE CAMPUS, LLC; ERICKSON
 CONSTRUCTION, LLC; SEDGEBROOK, INC AND THEIR SUBSIDIARY CONTINUED PAGE 2

CERTIFICATE HOLDER ERICKSON ERICKSON CONSTRUCTION, LLC 1150 W. WILSON ROAD LINCOLNSHIRE IL 60069	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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ACORD FORM 101 (08)

HOLDER CODE: CRUCKSD SOUTH-8 PAGE 2
INSURED'S NAME: South Shore Iron Works, Inc. OR (O) SM DATE: 09/04/08

CONTINUED FROM PAGE 1

COMPANIES, MEMBERS, DIRECTORS, AGENTS, OFFICERS, EMPLOYEES AND PARTNERS THEREOF

- SOVEREIGN BANK
- CNL RETIREMENT FUNDERS, LP
- NSA
- V3 CONSULTANTS
- LANDSCAPE ARCHITECTURE
- INC.
- SAFETY, INC.
- CONSULTING ENGINEERS
- CHARLES B. TOMLINSON, JR
- ACCARATO ENGINEERS
- INC.

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THESE POLICIES ARE NOT LIMITED BY RESIDENTIAL CONSTRUCTION EXCLUSIONS AND ALL WORK PERFORMED UNDER THIS AGREEMENT

LAW OFFICES OF
GOMBERG, SHARFMAN, GOLD & OSTLER P.C.

208 SOUTH LASALLE - SUITE 1410
CHICAGO, ILLINOIS 60604-1003
(312) 332-6194 FAX (866) 827-7837
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Established in 1969

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ANDREW J. TITTE
ANDREW J. MEDANSKY, OF COUNSEL

Email rostler@gsgolaw.com
Writer's Direct Dial 312.332.6194 ext. 23

January 7, 2010

Ernst Group, Inc.
Erickson Retirement Communities, LLC
Processing
Box 3020
Cloverhassen, MN 55317-3020

Re: Proof of Claim (\$208,163.10) for South Shore Iron Work's, Inc.
Erickson Construction, LLC
Case No. 09 B 37016
Our File No. 42826

Dear Sir or Madam,

Please find enclosed an original and two copies of the Proof of Claim referenced above. In accordance with the instructions received with the Notice of Chapter 11 Bankruptcy we have also enclosed a self-addressed stamped return envelope. Please return a stamped copy of the filed Proofs of Claim in the enclosed envelope.

Please call with any questions.

Very truly yours,

GOMBERG, SHARFMAN, GOLD & OSTLER, P.C.

A handwritten signature in black ink that reads "Raymond J. Ostler".
Raymond J. Ostler

Ernst
Fred Hartman, VP
South Shore Iron Work's, Inc.

Northern District of Texas Claims Register

09-37016-sgj11 Erickson Construction, LLC

Judge: Stacey G. Jernigan **Chapter:** 11
Office: Dallas **Last Date to file claims:** 02/28/2010
Trustee: **Last Date to file (Govt):**

<i>Creditor:</i> (14040354) South Shore Iron Works, Inc. Attn: Fred Hartmann, Vice President 407 109th Street Chicago, IL 60628	Claim No: 16 <i>Original Filed</i> Date: 05/06/2011 <i>Original Entered</i> Date: 05/06/2011	<i>Status:</i> Filed by: CR Entered by: King, Lori Modified:
Secured claimed: \$208173.10 Total claimed: \$208173.10		
<i>History:</i> Details <u>16-1</u> 05/06/2011 Claim #16 filed by South Shore Iron Works, Inc., total amount claimed: \$208173.1 (King, Lori)		
<i>Description:</i>		
Remarks: (16-1) Amending Proof of Claim 530 in case No. 09-37010		

Claims Register Summary

Case Name: Erickson Construction, LLC
Case Number: 09-37016-sgj11
Chapter: 11
Date Filed: 10/19/2009
Total Number Of Claims: 1

	Total Amount Claimed	Total Amount Allowed
Unsecured		
Secured	\$208173.10	
Priority		
Unknown		
Administrative		
Total	\$208173.10	\$0.00