

**EXHIBIT B**  
**(DOCUMENT REQUESTS)**

**I. DEFINITIONS**

1. The term "communication" means the transmittal of information (in the form of facts, ideas, inquiries, or otherwise) by any means.

2. The term "document" is defined to be synonymous in meaning, and equal in scope, to its usage in Federal Rule of Bankruptcy Procedure 7034(a) and Fed. R. Civ. P. 34(a), and includes, without limitation, writings, drawings, graphs, charts, images, analyses, compilations, reports, contracts, agreements, promissory notes, invoices, orders, loan agreements, e-mails, memoranda, financing statements, instruments, expense accounts, bank statements, tax returns, financial statements, worksheets, profit and loss statements, price lists, minutes, manuals, diaries, notebooks, calendars, correspondence, and other data or data compilations, whether an original or a copy, whether in electronic format or in a paper form. In the case of multiple non-identical drafts or versions of a document, each non-identical draft or version (including red-lined or compared copies of documents (e.g. where handwritten notices, addenda, editing marks or marginal comments appear thereon or are attached thereto)) is a separate document.

3. When referring to documents, "to identify" means to give, to the extent known, the (i) type of document; (ii) general subject matter; (iii) date of the document; and (iv) author(s), addressee(s) and recipient(s).

4. The term "Debtors" as well as the Debtors' full or abbreviated name or a pronoun referring to the Debtors, refers to the Debtors in the above-captioned bankruptcy action and their officers, directors, employees, partners, parents, subsidiaries, affiliates, agents, attorneys, accountants, representatives, or other persons acting, or who have acted, on their behalf.

5. The term "person" means any natural person or any business, legal or government entity or association.

6. The terms "relating to" or "relating" or "relate" (or any variation of these terms) means constituting, reflecting, respecting, supporting, contradicting, referring to, stating, describing, recording, noting, embodying, containing, mentioning, studying, analyzing, discussing, evaluating or relevant to.

7. The term "including" means "including, but not limited to."

8. The terms "all," "any," "each," and "every" shall each be construed as all, any, each and every to bring within the scope of the request or requests all information that might otherwise be construed to be outside of its scope.

9. The terms "and" and "or" shall be construed disjunctively or conjunctively as necessary to bring within the scope of the request or requests all information that might otherwise be construed to be outside of its scope.

10. The plural of any word shall include the singular form of that word and vice versa.

11. "Cases" shall mean the chapter 11 cases of the Debtors jointly administered under the lead case number 09-37010-sgj11.

12. "CCRCs" are continuing care retirement communities. A single continuing care retirement community may be referred to as a "CCRC."

13. "CCRC Facilities" are the CCRCs operated by the NFPs (defined herein). Each CCRC operated by an NFP may be referred to as a "CCRC Facility."

14. "CoastWood Entity" shall mean ERC Investment Holdings, LLC, CoastWood Senior Housing Partners, LLC, Kohlberg Kravis Roberts & Co., and Beecken Petty O'Keefe & Company, LLC.

15. "CoastWood Payment" shall mean the payment required under section 4.2(a)(v)(B) of the CoastWood Sale Agreement.

16. "CoastWood Sale" the transactions contemplated under the proposed Master Purchase and Sale Agreement among ERC Investment Holdings, LLC, Erickson Retirement Communities, LLC, Erickson Group, LLC, Kansas Campus, LLC, and Others, as amended, modified, and/or restated from time to time (the "CoastWood Sale Agreement").

17. "Davis Entity" shall mean any entity directly or indirectly owned or controlled by James Davis, whether presently existing or to be created in the future, including but not limited to Redwood and the Redwood Acquisition Vehicles.

18. "Erickson Party" shall mean any of the Debtors and their affiliates, employees, advisors, officers, directors, agents, predecessors, successors and assigns, including but not limited to JCE (as defined herein), any person related to JCE by blood or marriage (a "JCE Relative"), and any entity directly or indirectly owned or controlled by JCE and/or a JCE Relative.

19. "Examinees" shall mean NSC (as defined herein) and the NFPs, each of their directors, including, but not limited to, Ronald E. Walker, James M. Anders, Harold Ashby, Willow Pasley, Lawrence D. Shubnell, Rod Coe, Jim Hayes and Meryle Twersky and their consultant, Scott K. Phillips.

20. "JCE" shall mean John C. Erickson.

21. "Management Agreement" shall mean any agreement entered into by an NFP for the purposes of managing the operations or affairs of one or more CCRC Facility.

22. "NFPs" shall mean the not-for-profit operators engaged by Erickson Retirement Communities, LLC to perform management services under any Management Agreement currently in effect, including, but not limited to, Riderwood Village, Inc., Brooksby Village, Inc., Seabrook Village, Inc., Cedar Crest Village, Inc., Ann's Choice, Inc., Fox Run Village, Inc., Highland Springs Inc., Wind Crest, Inc., Oak Crest Village, Inc., Greenspring Village, Inc., Maris Grove, Inc., Ashby Ponds, Inc., Eagle's Trace, Inc., Hickory Chase, Inc., and Tallgrass Creek, Inc, and their officers, directors, employees, partners, parents, subsidiaries, affiliates, agents, attorneys, accountants, representatives, or other persons acting, or who have acted, on their behalf. A single nor-for-profit operator may be referred to as an "NFP."

23. "NSC" shall mean National Senior Campuses, Inc.

24. "NSC Board of Directors" shall mean the Board of Directors of NSC.

25. "Own" and "owned" as used herein in reference to any assets or property shall mean any right, title or interest of any type or nature, whether vested or contingent, direct or indirect, individual or joint, in or claimed in the assets or property in question.

26. "Redwood" shall mean Redwood Capital Investments, LLC.

27. "Redwood Acquisition Vehicles" shall mean Redwood-ERC Senior Living Holdings, LLC, Redwood-ERC Kansas, LLC, Redwood-ERC Properties, LLC, Redwood-ERC Management, LLC and Redwood-ERC Development, LLC.

28. "Redwood Payment" shall mean the payment required under section 4.2(v)(c) of the Redwood Sale Agreement.

29. "Redwood Sale" shall mean the transactions contemplated under the Master Purchase and Sale Agreement among the Redwood Acquisition Vehicles, as purchasers, and Erickson Retirement Communities, LLC, Erickson Construction, LLC and Kansas Campus, LLC, as sellers, effective as of October 19, 2009, as amended, modified, and/or restated from time to time (the "Redwood Sale Agreement").

30. "Strategic Transaction" means (i) any transaction pursuant to which any Person or group of Persons, directly or indirectly, acquires or would acquire more than 25% of the outstanding equity ownership interests of the Debtors and/or their non-Debtor affiliates; (ii) a merger, share exchange, consolidation or other business combination involving any Debtor or their non-Debtor affiliates; (iii) any transaction pursuant to which any Person or group of Persons acquires or would acquire control of assets of any Debtor or non-Debtor affiliate; (iv) any other consolidation, business combination, share exchange, recapitalization or similar transaction involving any Debtor or non-Debtor affiliate; or (v) a restructuring of any Debtor or non-Debtor affiliate under a stand-alone chapter 11 plan of reorganization.

31. "Trusts" as used herein shall refer to the following entities: J&N Nevada Holding, Inc., Senior Living Limited Partnership, 2002 John C. Erickson GST Trust, 2002 Nancy A. Erickson GST Trust, Baltimore Community Foundation, and JCE Holding Corp.

## **II. INSTRUCTIONS**

1. The Examinees are requested to produce for inspection and copying all responsive documents and things in the Examinees' possession, custody and control, including all documents and things in the possession, custody or control of the Examinees' attorneys, consultants, agents, other representatives and other persons or entities subject to the Examinees control, regardless of who created such documents and things.

2. The Examinees are requested to produce responsive documents and things either as they are kept in the ordinary course of business or organized and labeled to correspond with the categories of this document request. All documents that are physically attached to each other shall be produced in that form. Documents are to be produced in their entirety without redaction. Documents that are segregated or separated from other documents, whether by inclusion in binders, files or sub-files, or by the use of dividers, tabs or any other method, shall be produced in that form.

3. As to any request for which no responsive documents exist, please so state by referring to the specific paragraph of the request, and state whether any documents once existed, but have since been lost or destroyed, and the circumstances surrounding the loss or destruction of such documents.

4. If any document or any portion thereof responsive to any document request has been discarded, destroyed, or redacted in whole or part, the Examinees shall produce the following information: (a) the date the document was discarded or destroyed; (b) the reason(s) the document was discarded or destroyed; (c) the person(s) who discarded or destroyed the documents; and (d) where the document was maintained prior to its destruction.

5. If any information requested herein is withheld under claim of privilege, or is not provided for whatever reason, the Examinees are requested at the time of responding to these requests to (a) describe in detail the claim of privilege or other reason used to withhold the information and (b) identify all information by date and subject matter, without disclosing its contents, in a manner sufficient to allow it to be described to the Court for ruling on the privilege or other reason asserted. The Examinees are further requested to provide all requested information that is not subject to a claim of privilege or other reason for nonproduction by

excising or otherwise protecting the portions for which a privilege is asserted, if such a technique does not result in disclosing the contents of the portions for which some privilege is asserted.

6. This document request is continuing in nature so as to require the Examinees to produce additional documents falling within the scope of this document request if the Examinees obtain possession, custody or control of such documents after the initial production is made until the time of trial. The Official Committee of Unsecured Creditors reserves its right to serve supplemental and request additional document requests.

7. Documents shall be produced at the law offices of Bracewell & Giuliani LLP, 1177 Avenue of the Americas, Floor 19, New York, NY 10036 (or such location as may be mutually agreed by the parties), on a rolling basis, but in no event later than January 9, 2010.

### **III. DOCUMENTS TO BE PRODUCED**

8. All communications between or among the Examinees and any Erickson Party relating to the Redwood Sale, CoastWood Sale or any other Strategic Transaction.

9. All communications between or among the Examinees and any Davis Entity relating to the Redwood Sale, CoastWood Sale or any other Strategic Transaction.

10. All communications between or among the Examinees and any CoastWood Entity relating the Redwood Sale, CoastWood Sale or any other Strategic Transaction.

11. All communications between or among the Examinees and the Trusts relating to the Redwood Sale, CoastWood Sale or any other Strategic Transaction.

12. All communications between or among the Examinees and any other potential purchaser relating to a Strategic Transaction.

13. All documents relating to any agreements, understandings, negotiations, or discussions between or among the Examinees and any Erickson Party relating to the Redwood Sale, CoastWood Sale or any other Strategic Transaction.

14. All documents relating to any agreements, understandings, negotiations, or discussions between or among the Examinees and any Davis Entity relating to the Redwood Sale, CoastWood Sale or any other Strategic Transaction.

15. All minutes of all meetings of each NFP's Board of Directors from the past three years.

16. All minutes of all meetings of the NSC Board of Directors from the past three years.

17. The articles of incorporation of each NFP and all amendments thereto.

18. All bylaws of each NFP and all amendments thereto.

19. The articles of incorporation of NSC and all amendments thereto.

20. All bylaws of NSC and all amendments thereto.

21. All documents and communications relating to the appointment of the current members of the NSC Board of Directors.

22. All documents and communications relating to the appointment of the current members of each Board of Directors of each of the NFPs.

23. All documents and communications relating to any consideration, compensation, fees, payment, interests or benefits of any kind or nature whatsoever, requested by or to be provided or transferred, directly or indirectly, to the Examinees or any of their affiliates in connection with or related to the Redwood Sale, CoastWood Sale, or any other Strategic Transaction.

24. All documents and communications relating to any consideration, compensation, payment or benefits of any kind or nature whatsoever, directly or indirectly, to any endowment,



foundation or similar structure established or otherwise created for the benefit of the Examinees in connection with the Redwood Sale, CoastWood Sale, or any other Strategic Transaction.

25. All documents and communications relating to compensation, fees, payment, interests or benefits of any kind or nature whatsoever requested by or provided or transferred, directly or indirectly, to the Trusts, JCE, or any JCE Relative in the past three years.

26. All documents and communications relating to the negotiation of all Management Agreements entered into by each NFP in the past two years.

27. All documents and communications relating to all defaults alleged under any Management Agreement in the past two years.

28. All documents distributed to members of the NSC Board of Directors prior to, during and after each meeting of the NSC Board of Directors relating to the Redwood Sale, the CoastWood Sale, or any other Strategic Transaction, including, but not limited to, meetings that took place during the week ending December 19, 2009.

29. All documents, including handwritten notes, and communications relating to meetings that took place during the week ending December 19, 2009.

30. All documents and communications reflecting any payment, compensation, reimbursement, gift, trip, vacation, meal or benefit of any kind or nature whatsoever received by a director (or his/her family member) of any NFP (a) on account of his/her service on one or more Boards of Directors, and/or (b) from any Erickson Party.

31. All documents and communications reflecting any payment, compensation, reimbursement, gift, trip, vacation, meal or benefit of any kind or nature whatsoever received by a director (or his/her family member) of NSC (a) on account of his/her service on the NSC Board of Directors, and/or (b) from any Erickson Party.

32. All engagement and retainer letters between Whiteford Taylor & Preston and (a) NSC, and (b) each NFP.

33. All engagement and retainer letters between Healthcare Management Partners, LLC and (a) NSC, and (b) each NFP.

34. All documents and communications related to payments made to Whiteford Taylor & Preston by or on behalf of (a) NSC, and (b) each NFP.

35. All documents and communications related to payments made to Healthcare Management Partners, LLC by or on behalf of (a) NSC, and (b) each NFP.

36. All documents and communications related to the Redwood Payment.

37. All documents and communications related to the CoastWood Payment.

38. All documents and communications related to a payment or transfer similar to the Redwood Payment or CoastWood Payment requested or sought by the Examinees from other potential parties to a Strategic Transaction.