

EXHIBIT A
(DOCUMENTS TO BE PRODUCED)

I. DEFINITIONS

1. As used herein, the term “you” and “your” shall mean each of Rick Grindrod, Mark R. Erickson, Gerald F. Doherty, Debra B. Doyle and Jeffrey A. Jacobson, and his/her agents, representatives, and attorneys (unless an attorney client privilege applies).

2. As used herein, the term “Debtors” shall mean all Erickson Retirement Communities, LLC (“ERC”), Ashburn Campus, LLC, Columbus Campus, LP, Concord Campus GP, LLC, Concord Campus, LP, Dallas Campus GP, LLC, Dallas Campus, LP, Erickson Construction, LLC, Erickson Group, LLC, Houston Campus, LP, Kansas Campus, LLC, Littleton Campus, LLC, Novi Campus, LLC, Senior Campus Services, LLC, Warminster Campus GP, LLC, and Warminster Campus, LP.

3. “Bank” shall mean PNC Bank, National Association.

4. “NFPs” shall mean, collectively, the following entities: Ashby Ponds, Eagle’s Trace, Inc., Fox Run, Inc., Maris Grove, Inc. and Tallgrass Creek, Inc. Each of the foregoing entities may be referred to as an “NFP.”

5. “CCRCs” are continuing care retirement communities. A single continuing care retirement community may be referred to as a “CCRC.”

6. “CCRC Facilities” are the CCRCs operated by the NFPs. Each CCRC operated by an NFP may be referred to as a “CCRC Facility.”

7. “All” shall mean “any” and vice-versa.

8. “And” shall mean “or” and vice-versa.

9. The singular shall mean the plural and vice-versa.

10. As used herein, the term "Person" shall mean individuals or entities of any type, including, but not limited to, natural persons, governments (or any agencies thereof), quasi-public entities, trusts, corporations, partnerships, limited liability companies, groups, mutual or joint ventures and other forms of organizations or associations.

11. As used herein, the terms "Document" and "Record" shall include all electronically stored information and any recorded, written, printed, typed or graphic material of any kind, variety, type and character (whether copy or original), including by way of example, but not limited to, the following: books, records, contracts, agreements, partnership agreements, limited partnership agreements, security agreements, financial statements, financial records, commitment letters, loan agreements, promissory notes, guarantees, loan documents, loan binders, settlement sheets, closing documents, invoices, bills, receipts, delivery tickets, credit card receipts, certificates, deeds, deeds of trust, mortgages, leases, assignments of leases, bills of sale, certificates of title, financing statements, instruments, expense accounts, canceled checks, checking account statements, checking account deposit and withdrawal slips, bank account statements, bank account deposit and withdrawal slips, catalogue price lists, sound, tape and video recordings, memoranda (including written memoranda of telephone conversations, other conversations, discussions, agreements, acts and activities), minutes, manuals, diaries, calendars, desk pads, scrap pads, scrap books, notebooks, notes, correspondence, bulletins, circulars, policies, forms, pamphlets, notices, statements, journals, postcards, letters, e-mails, telegrams, reports, interoffice communications, photostats, microfilm, microfiche, maps, deposition transcriptions, drawings, blueprints, photographs, negatives, and any data, information or statistics contained within any data storage modules, tapes, discs or other memory devices, and

any information retrieved from such data storage modules, tapes, discs or other memory devices, including computer generated reports and printouts.

12. “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.

13. “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.

14. “Management Agreement” shall mean any agreement entered into by a NFP for the purposes of managing the operations or affairs of one or more CCRC Facility.

15. “Master Lease” shall mean any lease through which an NFP leases a CCRC Facility.

16. A “Board of Directors” shall mean a Board of Directors of any NFP.

17. The “NSC Board of Directors” shall mean the Board of Directors of NSC.

18. “RFP” shall mean a request for proposal, request for bid, or similar solicitation distributed or published for the purpose of generating offers to enter into an agreement to manage one or more CCRC Facilities.

19. “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, 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.

20. “JCE” shall mean John C. Erickson.

21. “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 Capital Investments, LLC, Redwood-ERC Senior Living Holdings, LLC, Redwood-ERC Kansas, LLC, Redwood-ERC Properties, LLC, Redwood-ERC Management, LLC and Redwood-ERC Development, LLC.

II. GENERAL PROVISIONS AND INSTRUCTIONS

1. All documents shall be produced as they are kept in the usual course of business or shall be organized and labeled to correspond to the request to which the documents are primarily responsive.

2. All documents produced in response to this Document Request shall be produced *in toto*, notwithstanding the fact that portions thereof may contain information not requested, shall include drafts and interim editions, as well as final editions, of a document, and shall include all editions or copies of a document which are not identical (whether due to handwritten notations, revisions or otherwise) to the original or other produced copy of a document.

3. You shall identify and produce all documents (as defined above without limitation) which are known or which can be located or discovered by reasonably diligent effort, regardless of location, including, without limitation, all such documents requested to be produced which are in the files (whether personal, business or any other files), possession, custody or control of your attorneys, accountants, agents, representatives, professionals or employees.

4. If any part of a document request is deemed to call for the production of any privileged documents or materials and such privilege is asserted, a list is to be furnished identifying each document so withheld together with the following information: (i) the reason for

withholding; (ii) a statement of facts constituting the basis for any claim of privilege, work product or other ground of non-disclosure; and (iii) a brief description of the document.

5. The scope of each request relating to an NFP shall be from the date of formation of such NFP to the present. The scope of each request relating to NSC shall be from January 1, 2006 to the present. The scope of any other request shall be from January 1, 2006 to the present. You shall supplement each document response in a timely manner if you learn that in some material respect the response is incomplete or incorrect, including to provide additional information and documents not known or available as of the date of your response.

6. Documents shall be produced at the law offices of Gebhardt & Smith, LLP, One Commerce Street, Suite 2200, Baltimore, Maryland 21202-3281 (or such location as may be mutually agreed by the parties), at least one week prior to the commencement of the first examination requested in the Motion of PNC Bank, National Association, for Entry of Order Authorizing Examination of Rick Grindrod, Mark Erickson, Gerald Doherty, Debra Doyle and Jeffrey Jacobson Pursuant to Federal Rule of Bankruptcy Procedure 2004; provided, however, that documents shall be produced on or before December 29, 2009.

III. DOCUMENTS TO BE PRODUCED PRIOR TO DEPOSITION

1. All documents relating to the negotiation of all Management Agreements entered into by ERC relating to each CCRC Facility.

2. All documents relating to all defaults alleged under any Management Agreement identified in Request No. 1.

3. All documents relating to the negotiation of all Master Leases entered into by a Debtor relating to a CCRC Facility.

4. All documents relating to the determination of the amount of rent paid or to be paid under all Master Leases relating to a CCRC Facility.

5. All documents related to all defaults under the Master Leases.

6. For each NFP, all documents reflecting (a) all amounts paid under each Master Leases, (b) all amounts owed under each Master Lease, and (c) all amounts owed under each Master Lease that were offset against any obligation allegedly owed by one or more Erickson Party to such NFP.

7. All agreements between each NFP and any Erickson Party.

8. All agreements between NSC and any Erickson Party.

9. Copies of all tax returns filed by the Debtors.

10. All documents relating to each NFP's alleged option to purchase each CCRC Facility.

11. Copies of all communications relating to the NSC's status as a not-for-profit corporation, including but not limited to any documents related to any determinations by the Internal Revenue Service of NSC's status as a not-for-profit corporation for purposes of the Internal Revenue Code.

12. Copies of all communications relating to each NFP's status as a not-for-profit corporation, including but not limited to any documents related to any determinations by the Internal Revenue Service of such NFP's status as a not-for-profit corporation for purposes of the Internal Revenue Code.

13. Specimen copies of all forms of Residence and Care Agreements executed by residents of the CCRC Facilities.

14. Copies of all written communications between each Erickson Party and any Davis Entity.

15. All contracts, agreements and understandings between each Erickson Party and any Davis Entity, including but not limited to agreements between JCE and any Davis Entity.

16. All documents related to any form of compensation, fees, payments, interests or benefits of any kind or nature whatsoever to be provided to JCE, Scott Erickson and/or Mark Erickson by any potential purchaser of the Debtors' assets.

17. All communications between potential purchasers of the Debtors' assets and each and every Erickson Party.

18. All documents relating to the value of the Debtors' assets.

19. All documents, including but not limited to emails, letters, contracts, agreements and understandings relating to "Old is the New Young, Erickson's Secrets to Health Living," copyright 2009, published by Globe Pequot Press.