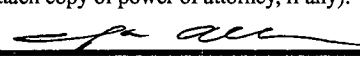


UNITED STATES BANKRUPTCY COURT <u>Northern</u> DISTRICT OF <u>Illinois</u>		<b>PROOF OF CLAIM</b>
Name of Debtor: <u>Kmart Corporation</u>		<b>FILED</b> UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF ILLINOIS MAR 15 2002 KENNETH S. GARDNER MAILROOM - MM THIS SPACE IS FOR COURT USE ONLY
Case Number		
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). <u>Ramco Gershenson, Inc.</u>		
Name and address where notices should be sent. <u>Ramco Gershenson Properties, L.P.</u> <u>27600 Northwestern Hwy., Ste. 200</u> <u>Southfield, Michigan 48226</u> ATTN: <u>Ian I. Allen, Esq.</u> Telephone number: <u>248-728-1630</u>		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.
Account or other number by which creditor identifies debtor: <u>Store #1020 - Livonia Towne Square</u>		Check here if this claim <input type="checkbox"/> replaces a previously filed claim, dated: _____ <input type="checkbox"/> amends
<b>1. Basis for Claim</b> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> Goods sold  <input type="checkbox"/> Services performed  <input type="checkbox"/> Money loaned  <input type="checkbox"/> Personal injury/wrongful death  <input type="checkbox"/> Taxes  <input checked="" type="checkbox"/> Other <u>Lease rejected</u> </div> <div style="width: 50%;"> <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a)  <input type="checkbox"/> Wages, salaries, and compensation (fill out below)            Your SS #: _____            Unpaid compensation for services performed from _____ to _____  <div style="text-align: center;">(date) (date)</div> </div> </div>		
<b>2. Date debt was incurred:</b>		<b>3. If court judgment, date obtained:</b>
<b>4. Total Amount of Claim at Time Case Filed:</b> \$ <u>8,928,941.25</u> If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
<b>5. Secured Claim.</b> <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral: \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____		<b>6. Unsecured Priority Claim.</b> <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____ Specify the priority of the claim. <input type="checkbox"/> Wages, salaries, or commissions (up to \$4,650)* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$2,100* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8) <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____) <small>*Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment</small>
<b>7. Credits:</b> The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. <b>8. Supporting Documents:</b> Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. <b>9. Date-Stamped Copy:</b> To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		THIS SPACE IS FOR COURT USE ONLY <div style="font-size: 1.5em; font-weight: bold;">3-15-02</div> <div style="font-size: 1.5em; font-weight: bold;">840 SM</div>
Date <u>03/11/02</u>	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): <div style="text-align: center;">  </div>	
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.		

**Kmart Corporation**  
**Case Number: 00-10365**  
**Livonia Towne Square - 1020**

*As of January 22, 2002*

***Pre-Petition Indebtedness***

Rent costs and charges unpaid under the  
Lease Agreement as of the Petition date

\$0.00

***Rejection Damages as Capped by 11 U.S.C. § 502(b)(6)***

Calculation of damage cap under 502(b)(6):

Rent, costs and charges due under Lease Agreement for the period of one year; or \$1,521,133.75

15% of rent, costs and charges due under Lease Agreement from 03/01/02 through the termination date of the Lease Agreement, 10/31/20, not to exceed three years' rent costs and charges (\$4,536,941.25)

\$30,795,134.17	
	x .15
\$4,619,270.13	

Total Rejection Damages as Capped by 11 USC § 502(b)(6)<sup>1</sup>: \$4,536,941.25

Default damages per section 23 of the Lease not covered by 502(b)(6): \$4,392,000.00

**Total Allowed Unsecured Claim:** \$8,928,941.25<sup>2</sup>

<sup>1</sup> The greater of one year or 15% of balance of term.

<sup>2</sup> Plus such other sums representing actual damages sustained by the Landlord upon the Tenant or Assignee's breach, plus interest, costs and attorney fees.

MICHIGAN SHOPPING CENTER VENTURES II, L.P.  
27600 NORTHWESTERN HIGHWAY, SUITE 200  
SOUTHFIELD, MI 48034  
PHONE: 248/350-9900 FACSIMILE: 248/350-9925

3/8/2002,10 45 AM

RE: Builder's Square #1020 / Kmart to Borman d/b/a Farmer Jack  
Livonia Towne Square  
Livonia, MI  
Our Co. #27502

FILED CHAPTER 11 - JANUARY 22, 2002  
LEASE EXPIRES - OCTOBER 31, 2020  
LEASE REJECTED - FEBRUARY 11, 2002

**ONE YEAR:**

Rent	1,226,285.04	
Common Area Maintenance	109,800.00	
Real Estate Tax	185,048.71	
Total	<hr/> 1,521,133.75	\$1,521,133.75

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3/8/2002,10 45 AM

RE: Builder's Square #1020 / Kmart to Borman d/b/a Farmer Jack  
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FILED CHAPTER 11 - JANUARY 22, 2002  
LEASE EXPIRES - OCTOBER 31, 2020  
LEASE REJECTED - FEBRUARY 11, 2002

**BALANCE OF TERM (03/01/02-10/31/20)**

Rent	03/01/02-10/31/20	22,890,654.08
Common Area Maintenance	01/01/02-12/31/02	109,800.00
	01/01/03-12/31/03	115,290.00
	01/01/04-12/31/04	121,054.50
	01/01/05-12/31/05	127,107.23
	01/01/06-12/31/06	133,462.59
	01/01/07-12/31/07	140,135.72
	01/01/08-12/31/08	147,142.50
	01/01/09-12/31/09	154,499.63
	01/01/10-12/31/10	162,224.61
	01/01/11-12/31/11	170,335.84
	01/01/12-12/31/12	178,852.63
	01/01/13-12/31/13	187,795.26
	01/01/14-12/31/14	197,185.02
	01/01/15-12/31/15	207,044.28
	01/01/16-12/31/16	217,396.49
	01/01/17-12/31/17	228,266.31
	01/01/18-12/31/18	239,679.63
	01/01/19-12/31/19	251,663.61
	01/01/20-10/31/20	220,205.66

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3/8/2002,10:45 AM

RE: Builder's Square #1020 / Kmart to Borman d/b/a Farmer Jack  
Livonia Towne Square  
Livonia, MI  
Our Co. #27502

FILED CHAPTER 11 - JANUARY 22, 2002  
LEASE EXPIRES - OCTOBER 31, 2020  
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Real Estate Tax	01/01/02-12/31/02	185,048.71	
	01/01/03-12/31/03	190,600.17	
	01/01/04-12/31/04	196,318.18	
	01/01/05-12/31/05	202,207.72	
	01/01/06-12/31/06	208,273.95	
	01/01/07-12/31/07	214,522.17	
	01/01/08-12/31/08	220,957.84	
	01/01/09-12/31/09	227,586.57	
	01/01/10-12/31/10	234,414.17	
	01/01/11-12/31/11	241,446.59	
	01/01/12-12/31/12	248,689.99	
	01/01/13-12/31/13	256,150.69	
	01/01/14-12/31/14	263,835.21	
	01/01/15-12/31/15	271,750.27	
	01/01/16-12/31/16	279,902.78	
	01/01/17-12/31/17	288,299.86	
	01/01/18-12/31/18	296,948.86	
	01/01/19-12/31/19	305,857.32	
	01/01/20-10/31/20	262,527.53	
Total		<hr/> 30,795,134.17	
		X .15	
		<hr/> 4,619,270.13	\$4,619,270.13

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3/8/2002,10 45 AM

RE: Builder's Square #1020 / Kmart to Borman d/b/a Farmer Jack  
Livonia Towne Square  
Livonia, MI  
Our Co. #27502

FILED CHAPTER 11 - JANUARY 22, 2002  
LEASE EXPIRES - OCTOBER 31, 2020  
LEASE REJECTED - FEBRUARY 11, 2002

**THREE YEARS:**

Rent	1,226,285.04	
Common Area Maintenance	100,980.00	
Real Estate Tax	185,048.71	
Total	<hr/> 1,512,313.75	
	X 3 YRS.	
	<hr/> 4,536,941.25	\$4,536,941.25

MICHIGAN SHOPPING CENTER VENTURES II, L.P.  
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SOUTHFIELD, MI 48034  
PHONE: 248/350-9900 FACSIMILE: 248/350-9925

3/11/2002,2 13 PM

RE: Builder's Square #1020 / Kmart to Borman d/b/a Farmer Jack  
Livonia Towne Square  
Livonia, MI  
Our Co. #27502

FILED CHAPTER 11 - JANUARY 22, 2002  
LEASE EXPIRES - OCTOBER 31, 2020  
LEASE REJECTED - FEBRUARY 11, 2002  
SPACE IS OCCUPIED BY FARMER JACK UNDER SUBLEASE BETWEEN KMART & BORMAN

PERIOD	CHARGE TYPE	AMOUNT	PRE-PETITION BALANCE THRU 01 / 21 / 02	PAID POST-PETITION	DUE POST-PETITION FROM 01 / 22 / 02
1/1/2002	Rent (Paid prior to file date)	0.00	0.00	0.00	0.00
2/1/2002	Rent	102,190.42	0.00	(102,190.42)	0.00
2/7/2002	2001 Winter Real Estate Tax (Per information from taxing authority, these taxes were paid 2/7/02)	121,066.38	0.00	(121,066.38)	0.00

**TOTAL DUE**

PRE-PETITION	\$0.00
ADMINISTRATIVE	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>