FORM B10 (Official Form 10) 2666189

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION

PROOF OF CLAIM
Chapter 11

In Re Kmart Corporation, et al.	**Case Numbers 02-02462 through 02-02499**
Name of Debtor (see attached for complete list of debtors)	**Case Number:**

Your claim is scheduled as follows

Class: NOT SCHEDULED

Amount: NOT SCHEDULED

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)

09 3466564

KREUTZIGER, ELIZABETH
807 MUNSON AVE
TRAVERSE CITY, MI 49686

- ☐ 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
- ☐ Check box if you have never received any notices from the bankruptcy court in this case
- ☐ Check box if the address differs from the address on the envelope sent to you by the court

If address differs from above, please complete the following:
Creditor Name

Address

City/St/Zip

Telephone #

11740365

This Space is for Court Use Only

Account or other number by which creditor identifies debtor

Check here if this claim ☐ replaces ☐ amends a previously filed claim, dated

1 Basis for Claim
- ☐ Goods sold
- ☐ Services performed
- ☐ Money loaned
- ☐ Personal injury/wrongful death
- ☐ Taxes
- ☐ Other
- ☑ Retiree benefits as defined in 11 U.S.C. §1114(a)
- ☐ Wages, salaries, and compensation (fill out below)
  Your SS #
  Unpaid compensation for services performed from ____ to ____ (date) (date)

2. Date debt was incurred: upon retirement

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $actuarial calc on retirement plan
If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below
☐ 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.

5. Secured Claim.
☐ Check this box if your claim is secured by collateral (including a right of setoff)
Brief Description of Collateral
☐ Real Estate ☐ Motor Vehicle ☐ Other ____
Value of Collateral: $____

Amount of arrearage and other charges at time case filed included in secured claim, if any: $____

6. Unsecured Priority Claim.
☐ Check this box if you have an unsecured priority claim
Amount entitled to priority $ ____
Specify the priority of the claim
- ☐ 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)
- ☑ Contributions to an employee benefit plan - 11 U.S.C. §507(a)(4)
- ☐ 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)
- ☐ Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7)
- ☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8)
- ☐ Other. Specify applicable paragraph of 11 U.S.C. § 507(a)(__)

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

8. Supporting Documents: 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.

9. Date-Stamped Copy: 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
SM 6243
TRN:
4-17-02
BANKRUPTCY

Date	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)
4/15/02	Huntington National Bank, Agent for Elizabeth Kreutziger

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

AGENCY AGREEMENT

Memorandum of Agreement made this 7th day of May 1999, between Jack E. Kreutziger and Elizabeth M. Kreutziger, Trustees of the Amended and restated Jack Elias Kreutziger and Elizabeth Margaretha Kreutziger Joint Declaration of Trust UAD September 24, 1992 (referred to as "Principal") and EMPIRE NATIONAL BANK OF TRAVERSE CITY, (hereinafter referred to as "Agent").

This agreement applies to the assets deposited with the Agent, cash deposited hereunder or realized from securities, and the investment or reinvestment thereof.

I

The agent is authorized and agrees as follows:

(a) To hold the assets to which this agreement applies, using the same care in the physical custody thereof as in the case of other assets held by it in a fiduciary capacity in the name of the Principal, its name, or in the name of its nominee.

(b) To execute the specific instructions of the Principal with respect to the sale, exchange, and investment of cash available for such purpose.

(c) To received payment of the income and principal of said assets; to prepare, sign and file either in its name or in the name of the Principal, any property, certificate, or other statement with respect to the ownership of any of said assets which may be required by law upon receiving payment of any income or principal; and to exchange securities in recapitalization and reorganizations, and to deliver securities upon sales thereof.

(d) To invest and reinvest in real or personal property of any kind, including, but limited to stocks, bonds, United States Treasury obligations, money market instruments, savings instruments including those issued by the agent bank or its affiliates, and mutual funds.

(e) To hold assets in a securities depository or at a Federal Reserve or correspondent bank.

(f) To remit the net income to the Principal, or to accumulate and reinvest the income, as may be directed by the Principal.

(g) To furnish an inventory of the assets held hereunder at least quarterly and to furnish a statement of cash receipts and disbursements at least annually.

II

For facility in making delivery of registered securities held by the Agent, the Principal does hereby constitute and appoint the Agent as true and lawful attorney for the Principal and in the Principal's name, place and stead, to execute endorsements, assignments or other instruments of transfer of certificates of stock, bonds, or any other securities registered in the Principal's name which the Agency may hold, and due bills and dividend orders, as the Agent may deem proper in connection with the transfer of any such securities; and like wise to execute proxies to vote any securities so registered and held by said Agent. Unless it has received specific instructions from the Principal, the Agent shall have no responsibility with respect to proxies if it sees fit to do so and shall incur no liability by reason of its action or inaction with respect thereto. The Agent is expressly authorized to execute any such instruments either by signing the Principal's name alone without any designation of itself as attorney-in-fact or it may sign the name as such attorney-in-fact.

III

When fractional shares result from stock dividends or otherwise or when rights to subscribe to additional securities are received by the Agent, the Agent is authorized to act at its discretion and either sell or round up such fractional shares or sell or exercise such rights, provided, however, that if in any one transaction the amount of cash to be paid or received exceeds $500.00, the Agent shall submit recommendations to the Principal regarding the disposition of such fractional share or rights for the Principal's approval or disapproval.

IV

The Principal agrees to pay the Agent as compensation for the services the customary fees for such services. Fees shall be subject to modification or change upon a basis which shall be mutually satisfactory to the parties hereto.

The Agent is hereby authorized to pay, and to reimburse itself from the income or principal of the assets held hereunder for all postage, insurance, transfer taxes, and all other necessary and proper disbursements and expenses in connection with the performance or termination of this Agreement, including its compensation hereunder.

V

No directions, instructions, requests, elections, designations, or notices to be given by the Principal to the Agent hereunder shall be effective until received by the Agent in writing, provided, however, that the Agent may at its option accept communication thereof by any other means and shall be fully protected in acting upon any communication believed by it to be genuine.

This agreement may be terminated upon thirty (30) days written notice by either party. If any termination shall become effective on any date other than the end of an annual period, that portion of the fees of the Agent shall be prorated for the final period.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

PRINCIPAL (S)

Jack E. Kreutziger

By: Jack E. Kreutziger, Trustee

Elizabeth M. Kreutziger

By: Elizabeth M. Kreutziger, Trustee

EMPIRE NATIONAL BANK OF
TRAVERSE CITY, AGENT

Susan K Sheldon

By: Susan K. Sheldon,
Vice President & Trust Officer