B10 (Official Form 10) (12/11) AMENDED UNITED STATES BANKRUPTCY COURT - MIDDLE DISTRICT OF TENNESSEE PROOF OF CLAIM Name of Debtor: ORECK HOMECARE, LLC 13-04012 NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503. Name of Creditor (the person or other entity to whom the debtor owes money or property) INLAND WESTERN GURNEE, L.L.C. RECEIVED COURT USE ONLY Check this box if this claim Name and addresses where notices should be sent: amends a previously filed claim. FFB 24 2014 Menter, Rudin & Trivelpiece, P.C. AMENDS Claim No. 11 Attn: Kevin M. Newman dated and filed June 7, 308 Maltbie Street, Suite 200 knewman@menterlaw.com GROUP 2013. Syracuse, New York 13204-1439 Telephone Number: (315) 474-7541 Email: Check box if you are aware that Name and address where payment should be sent (if different from above): anyone else has filed a proof of claim relating to this claim.
Attach copy of statement giving particulars Email Telephone Number: \$13,091.14 Amount of Claim: If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. Check this box if the claim includes interest or other charges in addition to the principal amount of claim. Attach a statement that itemizes interest or charges. Basis for Claim: Pre-petition rent and post-petition attorneys' fees due and owing pursuant to lease of non-(See instruction #2) residential real property located at Gurnee Town Center, Gurnee, Illinois. See attached itemization. 3b. Uniform Claim Identifier (optional): 3. Last four digits of any number 3a. Debtor may have scheduled account as: by which creditor identifies debtor: (See instruction #3a) (See instruction #3b) Secured Claim. (See instruction #4) Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested Basis for Perfection: Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Other Value of Property: \$ Amount of Secured Claim: Annual Interest Rate ☐ Fixed or ☐ Variable Amount Unsecured: (when case was filed) Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount. ☐ Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the Contributions to an employee benefit plan – ☐ Domestic support obligations under 11 Amount entitled to priority: U.S.C. §§ 507(a)(1)(A) or (a)(1)(B). case was filed or the debtor's business ceased, 11 U.S.C. § 507(a)(5). whichever is earlier - the 11 U.S.C. § 507(a)(4). ☐ Up to \$2,600* of deposits toward purchase, lease, or rental of property or ☐ Taxes or penalties owed to governmental units – 11. U.S.C. § 507(a)(8). ☐Other – Specify applicable paragraph of 11 U.S.C. §§ services for personal, family, or household 507(a)(2) and 365(d)(3). use - 11 U.S.C. § 507(a)(7). *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 Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6) Documents: Attached are 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. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #7, and the definition of *redacted*.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.



If the documents are not available, please explain:

B10 (Official Form	10) (12/11)			
8. Signature: (See insti	ruction #8)			
Check the appropriate box				
☐ I am the creditor.	I am the creditor's authorized agent. (Attach copy of power of attorney, if any)	☐ I am the trustee, or the debtor, or their authorized agent (See Bankruptcy Rule 3004.)	☐ I am a guarantor, surety, indorser, or other codebtor, (See Bankruptcy Rule 3005.)	
I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.				
			LPIECE, P.C., as attorneys and agents for C f/k/a Inland US Management LLC, as I Western Gurnee, L.L.C.	
Address and telephone nur	mber (If different from notice address above):	Kevin M. Newman	February 20, 2014 (Date)	

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.

	THE RESERVE OF THE PARTY OF THE PROPERTY OF TH	Selected Tenant Name - Oreck	. Ureck		반하는 바로 보기 되지 기막 모수요.	Control and Softs of the Softs State	
			Building Name	Building Name Gumee Town Center		TO THE RESIDENCE OF THE PARTY O	
			Tenant Name - Oreck	Oreck	SANTONIO E SENTENCIA DE LA CONTRACTOR DE L		不是一种基本的
		计多分表会设备 总	Lease Term	Lease Term = 01/29/2001 = 03/31/2014	/2014		
			S/D Reqd 2	S/D Reqd 2933,33 S/D Held 2933,33	33.33 THE STATE OF		
Lése Statús a Bankrúptcies coccupied ame							
	Chres/RegiRcots up to 01/01/198(10 to	00:08
400	Wonthly Charges	\$3,226.66	\$434.62	\$350.01	\$4,011.29		\$4,011.29
0424/2007 01/2007 208156	: Hitab					(\$4,011.29)	\$0.00
24. h	210356 Receipts					(\$4,011.29)	(\$4,011.29)
143276	Monthly charges	\$3,226.66	\$434.62	\$350.01	\$4,011.29		00.0\$
PRIOF	PRIORSEC Receipts					\$0.00	\$0.00
03301/2007 03/2007 153721	Monthly Charges	\$3,226.66	\$434.62	\$350.01	67-110,45		\$4,011.29
212844	123					(\$4,011.29)	00'0\$
03/2007 161145	327	2	\$810.27		\$810.27		\$810.27
171818	CAM Estimated Escrow		\$67.53	AND THE PARTY OF T	\$67.53		\$877.80
171818	GAW Estimated Escrow				ES: 19\$		\$945.33
171818	CAM Estimated Escrow	STATE OF THE PARTY	\$67.53		E\$ 79\$ 10 10 23		\$1,012.86
171818	Monthly Charges	\$3,226.66	\$502.15	\$350.01	\$4,078.82		\$5,091.68
214349	33.25					(54,011,29)	\$1,080.39
216529						** (\$5,091.68)	(\$4,011.29
184266	250	\$3,226.66	\$502.15	S350.01	\$4,078.82		\$67.53
218371	71 in Receipts in the second of the second o				HENCERER AND CARE OF THE PARTY	(\$4,078.82)	(\$4,011.29
205805	Monthly charges	\$3,226.66	\$502.15	\$350.01	\$4,078.82		\$67.53
220893	Wonthly Charges	\$3,226.66	\$502.15	\$350.01	\$4,078.82		54,146.35
220139	39: Receipts - Chillian Land					(\$4,146.35)	\$0.00
253031	Monthly Charges	\$3,226.66	\$502.15	\$350,01	\$4,078.82		54,078.82
222590	: E	12 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				(\$4,078.82)	00.05
265122		\$3,226,66	\$502,15	\$350.01	54,078.82		\$4,078.82
224428	28 Receipts					(\$4,078,82)	\$0.00
274502	💛 2006 RET Reconciliation 🖟 🐣			(\$33.08)	(\$33.08)		(\$33.08
278626	Monthly Gharges	\$3,226.66	\$502.15	\$350.01	\$4,078.82		\$4,045.74
226437	150						(\$33.08
227930						(\$4,045.74)	(\$4,078.82
473521	470	\$3,226.66	\$502.15	\$350.01	34,078.82		\$0.00
493979	MonthlyCharges	\$3,226.66	\$502.15	\$350.01	54,078.82		\$4,078.82
229832	17.4					[(\$4,078.82)	\$0.00
231803						 (54,078.82)	(\$4,078.82
512272	Monthly Charges	\$3,226:66	\$502:15	\$350,01	\$4,078.82		00.0\$
2336:	2336325 Receipts	A TOTAL PROPERTY.	经 国际国际			[54,078.82]	(\$4,078.82
02/2008 532713	Monthly Charges	\$3,226.66	\$502.15	\$350.01	\$4,078.82		\$0.00
550343	Monthly Charges	\$3,226.66	\$502:15	\$350.01	\$4,078.82		\$4,078.82
the first the commendation of the transfer of					The state of the s		

Building ID - 36060			1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1		Building Name	e - Gurnee Town Center	n Center			100 mm
Unit ID - 010					Tenant Name - Oreck	- Oreck			The Late of the La	
Tenant ID - 203337					Lease Term -	Lease Term - 01/29/2001-03/	/31/2014			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Lease ID - 5360					S/D Reqd 2	2933.33 S/D Held -2933.33	1-2933.33			
Legse Status - Bankruptcies Occupied	uptcies - Occı	nbied								
04,501/2008 04/2008	8 573265		Monthly Charges	\$3,226.66		\$350.01	9	\$4,078.82		\$4,078.82
04/2008 04/2008	温度な無効	237162	Receipts				HATTE THE TOTAL		(\$4,078.82)	\$0.00
		238780	Receipts						(\$4,078.82)	(\$4,078.82)
09±01/2008 05/2008	8 595511		Monthly charges	\$3,226.66	\$502,15	\$350.01	\$4,	\$4,078.82		00.05
	06/2008 622661		Monthly charges with the world to the	\$3,226.66	\$502,15	\$350.01	\$4,	\$4,078.82		\$4,078.82
06/02/2008 06/2008		240262	Receipts						■(\$4,078.82)	00.05
07/01/2008 07/2008	8 642289	《劉松斯》、2	Nonthly Charges	\$3,226.66	\$502.15	\$350.01		\$4,078.82		\$4,078.82
07502/2008 07/2008	8 644682		CAM True-Up = 01/07-12/07 1:1		\$1,448.62			\$1,448.62		\$5,527.44
07/2008 07/2008		241767	Receipts		HAPKING H				(\$4,078.82)	\$1,448.62
08/01/2008 08/2008	667284	137.	Monthly Charges	\$3,226.66	\$1,467.91	\$350.01		\$5,044.58		\$6,493.20
08/05/2008 08/2008		243322	Receipts						(\$4,078.82)	\$2,414.38
09/01/2008 09/2008	8 685084		Monthlycharges	\$3,226.66	\$622.87	\$350.01		\$4,199.54		\$6,613.92
09/03/2008 09/2008		244583			多数增生的				(\$6,493.20)	\$120.72
09808/2008 09/200	09/2008 691034	SELECTION OF THE PERSON OF THE	RET 1700@Up 01/07/12/07	ASSISTANCE OF THE PROPERTY OF THE PERSON OF		\$945.53		\$945.53		\$1,066.25
10/201/2008 10/2008	8 703265		Monthly Charges, Min. 74	\$3,226.66	\$622.87	\$1,137.91		\$4,987.44		\$6,053.69
10/202/2008 10/2008		246141	Receipts						(\$4,199.54)	\$1,854:15
11001/2008#111/2008#	734761		Monthly Charges	\$3,226.66	\$622.87	\$428.80 ·		\$4,278.33		\$6,132.48
1703/2008 11/2008		247602 Receipts	Receipts						(13)	\$1,145.04
12/2008 12/2008		249208 Receipts	Receipts						(\$5,223.86)	(\$4,078.82)
12/01/2008 12/2008	8 757658		Monthly Charges	\$3,226.66		\$428.80	\$	54,278.33		\$199.51
05,01/2009 01/2009	9 778981	The state of the s	Monthly charges	\$3,226,66	\$622.87	\$428,80	\$4,	54,278.33		\$4,477.84
0\$05/2009 01/2009		35058	Receipts of the programment of the second						(\$4,477.84)	10.00
02/2008 02/2008	804378	11000	Monthly Charges	\$3,226.66	2622 87	\$428.80	7 5	\$4,27833		\$4,278133
02/2009 02/2008	1	251862	Receipts Fr. 1811						(\$4,278.33)	\$0.00
	03/2009 822687	100 S 200 S 100 S	Monthly charges	\$3,226.66	\$622,87	\$428.80	\$4.	54,278.33		54,278.33
	829873	Select	CAM True Up 11/08-12/08	3	(\$378.68)			(\$378.68)		\$3,899.65
03/2009 03/2009		253529	Receipts						(\$4,278.33)	(\$3.78.68)
	04/2009 838500		Monthly Charges	\$3,226.66	\$496.63	\$428.80	\$4,	\$4,152.09		\$3,773.41
042/2009 04/2009		254774	Receipts							(\$504.92)
05/01/2009 05/2009		256072	Receipts						(\$4,152.09)	(\$4,657.01)
05/01/2009 05/2009	9 874436		Monthly charges	\$3,226.66	\$591.31	\$428.80	\$4.	S4,246.77		(\$410:24)
06,01/2009 06/2009	06/2009 898014		Monthly charges	\$3,226,66	\$591-31	\$428.80	75	\$4,246.77		\$3,836.53
06,200/2009 06/2009		257369	Receipts						(53,836.53)	\$0.00
07/01/2009 07/2009	915003	医性性性	Monthly charges - 1	\$3,226.66	\$59131	SA28 .80	**	\$4,246.77		\$4,246.77
0.02/2000= 0.07/2000		258877	Receipts						(\$4,246,77)	\$0.00
08/2005	931697		Monthlycharges	\$3,226.66	16:1655	\$428.80	1000	\$4,246,77		\$4,246.77
06/03/2009 08/2009		260150						7.X	[\$4,246.77]	\$0.00
08/11/2009 12/2008			REI True-Up 01/08-12/08	A CONTROLLEGIES	Appropriate Control of the Control o	(\$520.34)		(\$520.34)		(\$520.34)
09/01/2009 09/2009 962948			Monthly Charges	\$3,226.66	\$591.31	538.56	13. The state of t	53,856.53	AND CHANGE TO	\$3,336.19

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Unit ID - 010		機差には		· 医表示量等等等的	Tenant Name - Oreck	Oreck				
Tenant ID - 203337					Lease Term -	- 01/29/2001 - 03/31/2014	/31/2014			
Lease ID - 5360					S/D Reqd 2	S/D Reqd 2933.33 S/D Held 2933.33	-2933.33			
Logse Status - Bankruptcles - Occupled	iptcles - Occu	pied								
		0								
902/2006 6002/2006		261552	Receipts						(\$3,856.52)	(\$520.33)
16/01/2009 10/2009	975772		Monthly Charges	\$3,226.66	\$591.31	\$385.44		\$4,203.41		\$3,683.08
10005/2009 10/2009		262911	Receipts		" TO THE STREET WAS THE TANK OF THE PARTY OF				(\$4,203.41)	(\$520.33)
11/2009 11/2009	1003020		Wonthly Charges	\$3,226,66	\$591.31	\$385.44		\$4,203.41		\$3,683.08
1 1704/2009 11/2009		264177	Receipts						(\$3,683.08)	\$0.00
11/16/2009 11/2009	1020329		Rear Door Repair Inv #GRNE167		ALTERNATION OF THE PROPERTY OF		\$120,00	\$120.00		\$120,00
12/01/2009 12/2009	1015171	To Many Control	Monthly Charges	\$3,226.66	\$591.31	\$385.44		\$4,203.41	THE STREET STREET STREET	\$4,323.41
12f04/2009 12/2009		265746	Receipts	Section of state of the state o			COLUMN CO		(\$4,203.41)	\$120.00
0102/10 01/2010	1039449		Monthly Charges	\$3,226.66	\$591.31	\$385.44		\$4,203.41		\$4,323.41
	A CONTRACTOR OF THE PARTY OF TH	267000	Receipts						(\$4,203.41)	\$120.00
	1076121	iet.	Morthly charges	\$3,226,66	\$591.31	\$385.44		\$4,203.41		\$4,323.41
	WELL STATE OF THE	268194	Récelots						(\$4,323.41)	\$0.00
	1091649	2.5	Monthly charges	33.226.66	£59131	5385.44		\$4.203.41		\$4.203.41
		269509		1					(\$4,203.41)	
	1109954	100			(\$1.358.24)			(\$1,358,21)		(\$1,358.21)
01/2010=04/2010	1118145		ŀ۵	. \$3.226.66	\$138.59	\$385.44		\$3,750.69		\$2,392.48
04/02/2010 04/2010	The second second	270817	Receipts		A STATE OF THE STA				(\$4,203.41)	(\$1,810.93)
05701/2010 05/2010	1157042	SE AMA	Wonthly of arges	\$3.226.66	S478.13	\$385.44		\$4,090.23		\$2,279.30
05/2010 05/2010		272207			THE PROPERTY OF THE PROPERTY O				(\$2,279.30)	00:0\$
	はいる。	im	Receipts						(\$4,090.23)	(\$4,090.23)
	1181407	Lii:	Monthly Charges	\$3,226.66	\$478.13	**************************************		\$4,090.23		********* 50.00
			Monthly Charges	\$3,226.66	£1.82#\$	3385.44		\$4,090.23		\$4,090.23
07/2010 07/2010		274560	Receipts						(\$4,090.23)	\$0.00
0401/2010 08/2010	1219930		Monthly Charges	\$3,226.66	\$478 13	\$385.44		\$4,090.23		\$4,090.23
08/02/2010 08/2010		276216	Receipts #2						(\$4,090.23)	\$0.00
	1255576	1(1)	Monthly Charges	\$3,226.66	\$478 13	\$385.44		\$4,090.23		\$4,090.23
09/02/2010 09/2010		277545	Receipts						(\$4,090.23)	\$0.00
10401/2010 10/2010	1270824	100 May	Monthly Charges	33,226.66	\$478.13	\$385.44		\$4,090.23		\$4,090.23
10,02/2010 12/2009	1282501		RET True-Up 01/09-12/09			\$12.35		\$12.35		54,102.58
		278611	Receipts						(\$4,090:23)	\$12.35
11/01/2010 11/2010		280174	Receipts						(\$4,113.91)	(\$4,101.56)
	1307947	160	Monthly charges 是一品。	\$3,226.66	\$478.13	\$396.77		\$4,101.56		\$0.00
19201/2010 12/2010	1339262		Monthly charges	\$3,226.66	\$478.13	\$386.47		\$4,091.26		\$4,091.26
	The state of the s	281515	Receipts						(\$4,091.26)	
01201/2011 01/2011	1379519	'nΚ	Monthly.Charges	\$3,226.66	\$478.13	\$386.47		\$4,091.26		\$4,091.26
01703/2011 01/2011	A STATE OF THE PARTY OF THE PAR	282592	Receipts						(\$4,091.26)	\$0.00
0 4/ 01/2011 02/2011		283960	Receipts						(\$4,091.26)	(\$4,091.26)
02/01/2011 02/2011	1415295		Monthly Charges	\$3,226,66	\$478.13	5386.47		54,091.26	The second second second	\$0.00
ALEMAN TO THE PARTY OF THE PART		ł								

Tenient Name - Orek	Building ID 36060		· · · · · · · · · · · · · · · · · · ·		Building Name	Building Name - Gurnee Town Center		有 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	The state of the s
Bankruptries - Occupied Bankruptries - O					Tenant Name	Oreck			
Painturprices Coupled Painturprices Painturp				The second second	Lease Term - (1/29/2001-03/31/2	014		
### Parktuutrides - Occupied ### Pa	Leae ID 5360			· · · · · · · · · · · · · · · · · · ·		33.33 S/D Held -293	3.33 AT THE STATE OF THE STATE		
1,000 1,00	Lease Status - Bankruptcies - Occ	upied		Search Problem					
1937/011 1855216 Receipts 195216 19521				11.20					
Monthly Charges S322667 S42813 S386.47 S486.47 S486.47 S486.48	03/2011	285216	Receipts					(\$4,091.26)	\$0.00
12,000 1			Monthly Charges	\$3,226.67	\$478.13	\$386.47	- \$4,091.27		\$4,091.27
12,2000 17,8950 18,8950 18,8	04204/2011 04/2011	286428	1.14.					(\$4,091.26)	\$0.01
March Marc	12/2010				(\$1,499.75)		(\$1,499.75		(\$1,499.74)
Op/2011 1237729 Receipts \$53,226.67 \$53,25.67 \$53,647 \$53,647 Oc/2011 1123728 Monthly Charges \$32,26.67 \$32,55.4 \$386.47 Oc/2011 1135320 289110 Receipts \$32,226.67 \$32,55.4 \$386.47 Oc/2011 11353462 Water of 100/of 10 of 105/11 \$32,226.67 \$325.54 \$386.47 Oc/2011 11354462 Water of 100/of 11 of 105/11 \$32,226.67 \$325.54 \$386.47 Oc/2011 1135413 Receipts Monthly Charges \$32,226.67 \$325.54 \$50.02 Oc/2011 1135413 Receipts \$32,226.67 \$325.54 \$50.02 Oc/2011 110/2014 Monthly Charges \$32,226.67 \$325.54 \$412.45 Oc/2011 110/2014 1663220 \$320.726.67 \$325.54 \$412.45 Oc/2011 110/2014 1663220 \$320.26.67 \$325.54 \$412.45 Oc/2011 110/2014 1663220 \$320.26.67 \$325.54 \$412.45	05/2011		Monthly-Changes	\$3,226.67	(\$284.82)	\$386.47	53,328.32		\$1,828.58
06/2011 1521728 Monthly Charges \$5226.67 \$325.54 \$386.47 06/2011 1521728 288110 Receipts \$3.226.67 \$3.25.64 \$386.47 06/2011 153462 Receipts \$3.226.67 \$3.25.44 \$386.47 06/2011 153462 Water 10/06/10 - 01/05/11 \$3.226.67 \$3.25.44 \$3.86.47 06/2011 153462 Water 10/06/10 - 01/05/11 \$3.226.67 \$3.25.44 \$3.86.47 06/2011 153553 Receipts \$3.226.67 \$3.25.44 \$3.86.47 06/2011 153553 Receipts \$3.226.67 \$3.25.44 \$4.17.45 11/2011 1607228 Receipts \$3.226.67 \$3.25.54 \$4.17.45 10/2011 1607221 160.200 \$3.200 \$3.200 \$4.17.45 10/2011 160.200 \$3.200 \$3.200 \$4.17.45 \$4.17.45 11/2011 166.200 \$3.200 \$3.200 \$3.200 \$4.17.45 11/2011 166.200 \$3.200 <t< td=""><td>05/2011</td><td></td><td>Receipts</td><td></td><td></td><td></td><td></td><td>(\$1,828.56)</td><td>\$0.02</td></t<>	05/2011		Receipts					(\$1,828.56)	\$0.02
O6/2011 Geolptic Receipts S3226.67 S325.64 S38.47 O9/2011 14543.20 Monthly Charges \$325.67 \$325.64 \$386.47 O6/2011 153446.2 290.28 Maceinfly Charges \$326.67 \$325.64 \$386.47 O6/2011 15346.2 290.28 Maceinfly Charges \$326.67 \$325.64 \$386.47 O6/2011 15341.3 Monthly Charges \$326.67 \$326.67 \$336.47 12/2010 158836.8 Fercipts \$3126.67 \$325.54 \$40.24 10/2011 167028.8 Monthly Charges \$3126.67 \$325.54 \$40.24 10/2011 167021.8 Monthly Charges \$3126.67 \$325.54 \$412.45 11/2011 166836.8 Monthly Charges \$3126.67 \$325.67 \$412.45 11/2011 166836.8 Monthly Charges \$3126.67 \$325.67 \$412.45 11/2011 166836.8 Monthly Charges \$3126.67 \$3325.67 \$412.45 11/2011 <td< td=""><td>06/2011</td><td></td><td>Monthly Charges</td><td>\$3,226.67</td><td>\$325.54</td><td>\$386.47</td><td>\$3,938.68</td><td></td><td>\$3,938.70</td></td<>	06/2011		Monthly Charges	\$3,226.67	\$325.54	\$386.47	\$3,938.68		\$3,938.70
09/2011 1545370 400mth/yCharges \$312667 \$336.47 06/2011 153462 838.47 838.47 06/2011 153462 838.47 838.47 06/2011 153462 838.47 838.47 06/2011 153462 838.47 838.47 06/2011 153530 88.60 833.54 838.47 06/2011 157530 88.60 832.66 832.54 838.47 06/2011 157530 88.60 88.60 837.56 837.54 841.45 101/2011 160728 88.60 88.60 837.56 837.56 841.45 11/2011 166836 88.60 88.60 837.56 841.45 841.45 11/2011 166836 88.60 88.60 88.32.56 841.45 841.45 11/2011 166836 88.60 88.60 88.20.75 841.45 841.45 11/2011 166836 88.60 88.60 88.20.75 88.20.45 841.45	06/2011	289110	Receipts					(29.866(£\$)	\$0.03
05/2011 153462 Water 10/06/10 01/05/11 \$3.2567 \$3.2567 86/2011 153462 Water 10/06/10 01/05/11 \$3.2567 \$3.2567 86/2011 1535303 Water 10/06/10 01/05/11 \$3.2567 \$3.2567 86/2011 1555303 Water 10/06/10 01/10-12/80 \$3.25667 \$3.2567 86/2011 1575330 Receipts \$3.22667 \$3.2567 99/2011 1607528 Receipts \$3.22667 \$3.2554 \$412.45 10/2011 463488 Receipts Receipts \$3.22667 \$3.2554 \$412.45 10/2011 463488 Receipts Receipts \$3.22667 \$3.2554 \$412.45 11/2011 463488 Receipts Receipts \$3.22667 \$3.2554 \$412.45 11/2011 468413 Receipts Receipts \$3.22667 \$3.2554 \$412.45 11/2011 468413 Receipts Receipts \$3.22667 \$3.2554 \$412.45 11/2011 468413 Receipts Receipts<	07/2011		Monthly Charges	\$3,226.67	\$325.54	\$386.47	89:886(8\$		\$3,938.71
06/2011 153462 Water 10/06/10 01/05/11 \$3.26.67 \$3.25.67 06/2011 1534513 Water 01/05/14 - 04/04/14 \$3.26.67 \$3.25.64 \$5.98.47 06/2011 1538368 PH. 45.3 Receipts \$3.26.67 \$3.25.54 \$5.00.29 19/2011 1588368 PH. 45.3 Receipts \$3.25.67 \$3.25.54 \$5.00.29 19/2011 1607578 Monthly Charges \$3.25.67 \$3.25.54 \$5.00.29 10/2011 1607578 Monthly Charges \$3.25.67 \$3.25.54 \$412.45 11/2011 1643468 Monthly Charges \$3.25.67 \$3.25.54 \$412.45 11/2011 17010 \$1.00.00 \$3.20.67 \$3.25.54 \$412.45 11/2011 180.	07/2011	290284		Property of the second				(£3,938.67)	\$0.04
06/2011 1534513 Water 01/05/14 - 04/04/14 \$51226,67 \$3325.4 \$3467 08/2011 157559 Monthly Charges \$51226,67 \$3355.4 \$3467 08/2011 157559 Receipts \$325.66 \$325.54 \$62029 09/2011 158836 Monthly Charges \$325.66 \$325.54 \$62029 09/2011 1607528 Monthly Charges \$325.66 \$325.54 \$62029 10/2011 163720 Northly Charges \$325.66 \$325.54 \$41245 11/2011 163720 Northly Charges \$325.66 \$325.54 \$41245 11/2011 166836 Northly Charges \$3325.67 \$325.54 \$41245 11/2011 166836 Northly Charges \$3325.67 \$325.54 \$41245 11/2011 166836 Northly Charges \$3325.67 \$325.54 \$41245 11/2011 173410 Northly Charges \$325.66 \$325.54 \$41245 11/2011 17340 Northly Charges \$3206.7	06(45/2011 06/2011 1534462		Water 10/06/10 = 01/05/11	The State of the State of Stat		2015	307.25		\$107.29
08/2011 1575530 98.206.04 \$33.26.67 \$325.54 \$386.47 08/2011 1575530 Receipts 88/7011 88/7011 88/2011 88/2011 11/2010 158836 Receipts 88/2011 88/2011 83.25.4 \$53.12.4 11/2011 1607528 Receipts 83.226.6 83.25.4 \$51.245 10/2011 1663468 Monthly Charges 83.226.6 83.25.4 \$412.45 11/2011 1663468 Monthly Charges 83.226.6 83.25.6 \$412.45 11/2011 1728359 Monthly Charges 83.226.6 83.25.6 \$412.45 10/2012 176200 Monthly Charges 83.226.6 83.25.6 \$412.45 10/2012 180701	06/15/2014 06/2011 1534513		Water 01/05/11=04/04/11			38\$	58833 8833		\$195162
12/2010 1588368 3 Receipts	08/2011			\$3,226.67	\$325.54	. \$386.47	\$3,938.68		\$4,134,30
19/2010 1588368 37 37 37 18 Net Trice-Up 201/10-12/10 5325.64 15620.29 77 10/2011 1607528 Receipts	08/2011	291453	Receipts					(\$4,134.26)	\$0.04
09/2011 1607528 Wonthly Charges \$3126.67 \$325.54 \$560.03 09/2011 427838 Receipts \$3126.67 \$325.54 \$512.65 10/2011 42310 Monthly Charges \$3126.67 \$325.54 \$412.45 11/2011 466836 Monthly Charges \$3126.67 \$325.54 \$412.45 11/2011 466836 Monthly Charges \$325.66 \$325.54 \$412.45 11/2011 466836 Monthly Charges \$325.66 \$325.54 \$412.45 11/2011 52570 Receipts Monthly Charges \$325.66 \$412.45 11/2012 173440 Monthly Charges \$325.66 \$412.45 11/2012 173440 \$325.54 \$412.45 11/2012 173440 \$325.54 \$412.45 11/2012 173440 \$325.54 \$412.45 11/2012 173440 \$325.54 \$412.45 11/2012 173440 \$325.54 \$412.45 11/2012 173440 \$326	12/2010		RET True-Up 01/10-12/40			\$311.74	\$31174		\$311.78
09/2011 Figure 1 292838 Receipts \$3,226.67 \$325.54 \$412.49 10/2011 1432210 293947 Récépts \$3,226.67 \$325.54 \$412.49 10/2011 1464348 Water 4/4/11-6/30/11 Worthly Charges \$3,226.67 \$325.54 \$412.45 11/2011 1666836 Monthly Charges \$3,226.67 \$325.54 \$412.45 11/2011 166836 Monthly Charges \$3,226.67 \$325.54 \$412.45 11/2011 1772335 Receipts \$3,226.67 \$325.54 \$412.45 11/2011 1773430 Worthly Charges \$3,226.67 \$325.54 \$412.45 11/2011 1734340 Worthly Charges \$3,226.67 \$325.54 \$412.45 11/2011 1734340 Worthly Charges \$3,226.67 \$325.54 \$412.45 11/2012 1793240 Worthly Charges \$3,226.67 \$325.54 \$412.45 11/2012 1793240 Worthly Charges \$3,126.67 \$3,226.67 \$3,124.5	09/2011	The second second	Monthly Charges	\$3,226.67	\$325.54	\$620.29	\$4,172.50		\$4,484.28
10/2011 1632210 S325.54 \$412.49 10/2011 293947 Récépis \$412.49 10/2011 1643468 \$412.45 \$412.45 11/2011 166830 \$325.54 \$412.45 11/2011 \$25772 Recépis \$412.45 11/2011 \$25772 Recépis \$412.45 11/2011 \$25772 Recépis \$412.45 11/2011 \$25772 Récépis \$412.45 11/2011 \$25725 Récépis 11/2011 \$325.56 \$412.45 11/2011 \$325.56 \$412.45 11/2012 \$325.56 \$412.45 11/2012 \$325.56 \$412.45 11/2012 \$325.56 \$412.45 11/2012 \$325.56 \$412.45 11/2012 \$325.54 \$412.45 11/2012 \$325.54 \$412.45 11/2012 \$325.54 \$412.45 11/2012 \$325.54 \$412.45 11/2012 \$325.54	B.010	292838						(\$3,938.68)	\$545.60
10/2011 166836	10/2011		Chaiges	,34	\$325.54	7412.45 MISSIN	\$3,964.66	200	\$4,510.26
10/2011 166886			Receipts					(\$3,938 68)	\$571.58
11/2011 1666836 # Worthly Charges \$31/26:07 \$32554 # \$41/245 11/2011 681139 29572 Receipts 83256.67 \$32554 # \$41/245 12/2011 1681139 29572 Receipts 83256.67 \$325.54 \$41/245 12/2011 1728359 Monthly Charges 831/265 \$325.54 \$41/245 12/2011 1734140 Water/Sewer-6/30/11-11/3/11 \$31/265 \$325.54 \$41/245 12/2011 1734140 Water/Sewer-6/30/11-11/3/11 \$31/265 \$325.54 \$41/245 12/2011 173340 Monthly Charges \$31/265 \$325.54 \$41/245 12/2012 1793540 Monthly Charges \$31/265 \$325.54 \$41/245 12/2012 1837612 1837612 Monthly Charges \$31/266 \$325.54 \$41/245 12/2012 1837612 1837612 Monthly Charges \$31/11/11/11/11 \$31/2666 \$325.54 \$41/245 12/2012 1849908 Monthly Charges \$31/11/11/11/11/11			Water 4/4/11-6/30/11				\$92.13		\$663.71
11/2011 1681139 Receipts \$51226;67 \$5325.54 \$41245 12/2011 1681139 Monthly Charges \$51226;67 \$5325.54 \$541245 12/2011 1728359 Monthly Charges \$51226;67 \$5325.54 \$41245 01/2012 1750200 Monthly Charges \$51226;67 \$325.54 \$41245 02/2012 1760200 Monthly Charges \$3226;67 \$325.54 \$41245 02/2012 1760200 Monthly Charges \$3226;67 \$325.54 \$41245 03/2012 1793540 Monthly Charges \$41245 \$41245 03/2012 1793540 \$325.54 \$41245 03/2012 1837619 \$66000 \$41245 04/2012 1840817 Water/Sewer/11/3/11/1/6/12 \$41245 04/2012 1840908 Water/Sewer/11/3/11/1/6/12/3/1/1/6/12 \$41245 05/2012 1840908 Water/Sewer/11/3/11/1/6/12/3/1/1/6/1/6 \$41290/6/7 05/2012 1840908 Water/Sewer/11/3/1/1/2/3/1/1/6/1/6 \$41290/6/7	11/2011			53,226.67		E \$412.45	33,964,66		54,628.37
12/2011 1681139	11/2011	295272	Receipts	Epochalos Company				(\$4,030.81)	\$597.56
12/2011	12/2011		Monthly charges	\$3,226.67	\$325.54		\$3,964.66		\$4,562.22
01/2012 1728359 Institutive in Monthly Charges \$53,226.67 \$53,256.67 \$5412.45 \$1012.01 101/2012 174440 Water/Sewer 6/30/11.11/3/11 \$100.01 \$10	12/2011	296435						(\$3,938.68)	\$623,54
12/2011 1734140	01/2012		Monthly Charges	53,226.67	\$325.54	\$412.45 FE	\$3,964.66		Ŋ١
12/2011 1734140 N. Water/Sewer 6/30/11-11/3/11	01/2012	297550						(\$3,938.68)	\$649.52
02/2012 1760200 S412.451 \$412.451 02/2012 1793540 298832 Receipts \$412.451 03/2012 1793540 299982 Receipts \$412.451 03/2012 1827619 \$412.45 \$412.45 04/2012 1839779 \$412.45 \$412.45 04/2012 1840908 #1712-4/12 catch Up/CAM \$510151 04/2012 1845913 Mönthly Charges \$3290:67	12/2011	27	Water/Sewer 6/30/11-11/3/11			325	\$128.83 - \$128.83		\$778.35
02/2012 L99832 Receipts \$3,226,67 \$325.54 \$412.45 ####################################	02/2012		Monthly Charges	\$3,226.67	\$325.54	\$412.45	\$3,964.66		\$4,743.03
03/2012 1793540 \$412.45 #FIRE 03/2012 129982 Receipts #FIRE	02/2012	-						(\$4,067.51)	\$675.50
03/2012 1827619 E.M. Monthly Chaires 1.1. 12/2012 1827619 E.M. Monthly Chaires 1.1. 12/2013 1839779 E.M. Monthly Chaires 1.2/2013 1839779 E.M. Monthly Chaires 1.2/2013 1840817 E.M. Monthly Chaires 1.2/2013 1840908 E.M. Monthly Chaires 1.2/2013 1840908 E.M. Monthly Chaires 1.2/2013 1840913 E.M. Monthly Chaires 1.2/2013 E.M. Monthly Chaires 1.2/2014 E.M. Monthly Chaires 1	03/2012		Monthly Charges	\$3,226.67	\$325.54	\$412.45	\$3,964.66		\$4,640.16
04/2012 IS27619 Monthly Charges S329067 \$32554 \$412.45 04/2012 183979 CAM True-Up 1/11-12/11 Mater/Sewer 11/3/11-1/6/12-3 Mater/Sewe	03/2012	299982	Receipts					(\$4,64012)	\$0:04
04/2012 1839779 CAM frue-Up 1/11-12/01 42/2013 1840817 Water/Sewer 1/3/11-12/01 04/2012 1840841 Water/Sewer 1/6/12-3/14/2 04/2012 1845913 #1/12-4/12 Catch Up.CAM 05/2012 1845913 Monthly Charges	04/2012			\$3,290.67	\$325.54	5412.45	\$4,028.66		54,028.70
12/2012 1840817 Water/Sewer 11/3/11-12/11 Water/Sewer 11/3/11-12/11 Water/Sewer 11/3/11-12/11 Water/Sewer 11/3/11-12/12 Water/Sewer 11/3/11-12/5/12 Water/Sewer 11/5/12-13/5/12 Water/Sewer 11/5/12 Water/Sewer 11/5/12-13/5/12 Water/Sewer 11/5/12-13/5/12 Water/Sewer 11/5/12-13/5/5/12-13/5/12-13/5/12-13/5/12-13/5/12-13/5/12-13/5/12-13/5/12-13/5/12-13/5/12-13/5/12-13/5/12-	04/2012	301097						(\$3,964,66)	\$64.04
04/2012 1840841 Water/Sewer11/6/12/3/11/1/6/12 Amount of the control of the contro	12/2011				\$10151		15:101\$		\$165.55
04/2012 1840841	04/2012	** ** *** *** **** **** **** **** **** ****	Water/Sewer 11/3/11-1/6/12			<u> </u>	\$57.03 \$57.03		\$222.58
04/2012 1849908	04/2012	100 Page 17	Water/Sewer 1/6/12/3/14/12			1 1	S47 13 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		\$269.71
05/2012 1845913 Monthly Charges Caracter (1845913 Monthly Charges Caracter (1845913 March 184500	04/2012	The Secretary of the Se	#1/12-4/12:Gatch:Up:CAM		¥333.84		533.84		\$303.55
Pacal	05/2012		Monthly Charges	\$3,290.67	\$334.00	S412:45	\$4,037.12		\$4,340.67
はは、これには、これでは、これには、これには、これには、これには、これには、これには、これには、これに	05/01/2012 05/2012	302411	Receipts in Emilian Control of the second of					(53,964.66)	\$376.01

Bullding ID - 36060	:				Building Name		Gurnee Town Center			
Unit ID - 010					Tenant Name	ı				
Tenant ID - 203337					Lease Term - 0	- 01/29/2001-(-03/31/2014		The fig. (1) the first tendencing to the first tendencing tendenc	is, escription to the distance
					S/D Reqd 29	2933.33 S/D Held 2933.33	eld 2933.33			
Lagse Status - Bankruptcies - Occupied	ruptcies - Oc	cupled								
06/01/2012 06/2012 1868202	1868202		Monthly Charges	(a) 33,290.67	\$334.00	\$412.45		\$4,037,127		\$4,413.13
0604/2012 06/2012	12	303637	Receipts						(\$3,964.66)	\$448.47
07001/2012 07/2012	1896300		Monthly.charges	\$3,290.67	\$334.00	\$412.45		\$4,037.12	The suppleted but the state of	\$4,485.59
		304614	_						(54,068.82)	\$416.77.
01/09/2012 12/2011	11 1910581		Radione Operation 2/44 with the			(\$171.60)		(\$171.60)		\$245.17
07/10/2012; 07/2012	12 11911912		#1/12-7/42 Catch Up Tax			(\$100-10)		(\$100:10)		\$145.07
07/2012 07/2012 1887389	12 1887389		Water/Sewer 3/1/12 4/30/12				\$26.34	\$26.34		\$171.41
08201/2012 08/20	1630369 1630369		Mönthly Charges	\$3,290.67	\$334.00	\$398.15	BENDERKI SERIK	\$4,022.82		\$4,194.23
07/31/2012 07/2012		305729	na <mark>Receipts</mark> in statistical medical statistics						(\$4,103.85)	\$90.38
09/201/2012 09/201	09/2012 1959048		harges	\$3,290.67	\$334.00	\$398.15		\$4,022.82		\$4,113.20
09/04/2012 09/2012	2	306639	Receipts The Part of the Receipt of the Part of the Pa						(\$4,241.16)	(\$127.96)
09/15/2012 09/201	09/2012 1961816		Water/Sewer 4/30/12-7/9/12				\$55.31	\$55.31		(\$72.65)
10201/2012 10/2012	12 1984765	HANDERS OF THE PROPERTY OF THE	Monthly Charges	\$3,290.67	\$334 00	\$398.15		54,022.82		\$3,950.17
100/01/2012 10/2012	2.	307684	Receipts	AND MENTION OF THE PROPERTY OF					(\$4,214.82)	(\$264.65)
17501/2012 11/2012	12 2011868		Monthly charges #10% Englished 11%	\$3,290.67	\$334.00	\$398.15		\$4,022.82		\$3,758.17
1 202/2012 11/2012	[2] STATE	400746	Receipts						(\$4,270.13)	(\$511.96)
12001/2012 112/2012	12 2032231	The state of the s	Monthly Charges	\$3,290,67	3334 00	\$398.15		\$4,022.82		\$3,510.86
12/03/2012 12/2012	22	401813	Receipts						(\$4,214.82)	(\$703.96)
12/30/2012 12/2012	2057971	202					\$61.81	\$61.81		(5642.15)
12/2012 12/2012	2 2058022		Water/Sewer 9/7/12-11/5/12				\$37.91	\$37.91		(\$604.24)
0401/2013 01/2013 2053139	3 2053139		Monthly charges	\$3,290.67	S334.00	\$398.15		\$4,022,82		\$3,418.58
1.031/2012 12/2012	2.	402645 Receipts	4. 17. 18. 18. 18. 18. 18. 18. 18. 18. 18. 18						(\$4,214.82)	(\$796.24)
02/2013= 02/201	02/2013 2065747		Monthly Charges	\$3,290,67	\$334 00	\$398.15		\$4,022.82		\$3,226.58
0.5507/2013 02/2013		403749	Receipts						(\$4,314.54)	(\$1,087.95)
02/2013 02/201	02/2013 2080335	mestical designation of	Water/Sewer 11/5/12 12/31/12				\$41,63	\$41.63		(\$1,046.33)
0.501/2013 03/2013 2077448	3 2077448		Monthly Charges	\$3,290.67	\$334.00	\$398.15		\$4,022.82		\$2,976.49
03404/2013 03/2013	3		404841 Receipts						(\$4,214,82)	(\$1,238:33)
04601/2013 04/2013 2091256	3 2091256		Monthly Charges	\$3,356.00	\$334.00	\$398.15		\$4,088.15		\$2,849.82
04405/2013 12/2012 2099008	2 2099008		GAM True=Up=1/12		[\$391.74]			(\$391:74)		\$2,458.08
05/01/2013# 05/2013# 2105256#	3 2105256		Monthly Charges 5/1/13-5/5/13	\$541.29	\$27.55	\$64.22		\$633.06		\$3,091.14
		CONNECTION OF	Post-petition attorneys-fees				\$10,000:00	\$10,000.00		\$13,091.14
			DESCRIPTION OF THE PROPERTY OF	3246,665,03	19746 (1684) 1814 1814 1816 1816 1816 1816 1816 1816 1816 1816 1816 1816 1816 1816		\$10,863.70	\$322,409.56	\$1160 615	St3 091514



POWER OF ATTORNEY NEW YORK STATUTORY SHORT FORM

(a) CAUTION TO THE PRINCIPAL: Your Power of Attorney is an important document. As the "principal," you give the person whom you choose (your "agent") authority to spend your money and sell or dispose of your property during your lifetime without telling you. You do not lose your authority to act even though you have given your agent similar authority.

When your agent exercises this authority, he or she must act according to any instructions you have provided or, where there are no specific instructions, in your best interest. "Important Information for the Agent" at the end of this document describes your agent's responsibilities.

Your agent can act on your behalf only after signing the Power of Attorney before a notary public.

You can request information from your agent at any time. If you are revoking a prior Power of Attorney, you should provide written notice of the revocation to your prior agent(s) and to any third parties who may have acted upon it, including the financial institutions where your accounts are located.

You can revoke or terminate your Power of Attorney at any time for any reason as long as you are of sound mind. If you are no longer of sound mind, a court can remove an agent for acting improperly.

Your agent cannot make health care decisions for you. You may execute a "Health Care Proxy" to do this.

The law governing Powers of Attorney is contained in the New York General Obligations Law, Article 5, Title 15. This law is available at a law library, or online through the New York State Senate or Assembly websites, www.senate.state.ny.us or www.assembly.state.ny.us.

If there is anything about this document that you do not understand, you should ask a lawyer of your own choosing to explain it to you.

(b) DESIGNATION OF AGENT(S):

RPAI US MANAGEMENT LLC

(name of principal)

2021 Spring Road, Suite 200 Oak Brook, Illinois 60523 (address of principal)

hereby appoints:

MENTER, RUDIN & TRIVELPIECE, P.C.

(name of agent)

as my agent(s).

308 Maltbie Street, Suite 200 Syracuse, New York 13204-1498 (address of agent)

(KMN/RPAI/DSM/00725818.DOCX)

Page 1 of 6

	New York State Bar Association Statutory Gifts Rider, 8/18/10, Eff. 9/12/10	
	If you designate more than one agent above below.	e, they must act together unless you initial the statement
<u></u>) My agents may act SEPARATELY.	
(c)	DESIGNATION OF SUCCESSOR AGE If any agent designated above is unable or	ENT(S): (OPTIONAL) unwilling to serve, I appoint as my successor agent(s):
	(name of successor agent)	(address of successor agent)
	(name of second successor agent),	(address of second successor agent)
Succes	ssor agents designated above must act togeth	ner unless you initial the statement below.
	My successor agents may act SEPARATEI	LY.
You	nay provide for specific succession rules in	this section. Insert specific succession provisions here:
(d)	This POWER OF ATTORNEY shall not have stated otherwise below, under "Mo	t be affected by my subsequent incapacity unless I difications".
(e)	This POWER OF ATTORNEY DOES Nexecuted by me unless I have stated other	NOT REVOKE any Powers of Attorney previously braining and armine below, under "Modifications".
authorican act	ity in this Power of Attorney as you granted separately unless you indicate under "Mod	Powers of Attorney, and if you have granted the same to another agent in a prior Power of Attorney, each agent diffications" that the agents with the same authority are to
(f)	GRANT OF AUTHORITY: To grant your agent some or all of the auth (1) Initial the bracket at each au (2) Write or type the letters for initial the bracket at (P). If	
through	I grant authority to my agent(s) with respect 5-1502N of the New York General Obliga	ct to the following subjects as defined in sections 5-1502A ations Law:
	 (A) real estate transactions; (B) chattel and goods transactions; (C) bond, share, and commodity transactions; (D) banking transactions; (E) business operating transactions; (F) insurance transactions; 	ons;
(KMN/RP	AI/DSM/00725815.DOCX}	Page 2 of 6



() all	(G) estate transactions;
	 (H) claims and litigation; (I) personal and family maintenance: If you grant your agent this authority, it will allow the agent to make gifts that you customarily have made to individuals, including the agent, and charitable organizations. The total amount of all such gifts in any one calendar year cannot exceed five
	hundred dollars; (J) benefits from governmental programs or civil or military service; (K) health care billing and payment matters; records, reports, and statements; (L) retirement benefit transactions; (M) tax matters; (N) all other matters; (O) full and unqualified authority to my agent(s) to delegate any or all of the foregoing powers to any person or persons whom my agent(s) select; (P) EACH of the matters identified by the following letters: A through and including O.
	You need not initial the other lines if you initial line (P).
(g)	MODIFICATIONS: (OPTIONAL)
authority authority	In this section, you may make additional provisions, including language to limit or supplement of granted to your agent. However, you cannot use this Modifications section to grant your agent of to make gifts or changes to interests in your property. If you wish to grant your agent such of you MUST complete the Statutory Gifts Rider.
	Agent's authority is limited to the filing of proofs of claim reviewed and approved by the principal in all cases under Title 11 of the United States Code in which agent is retained by or on behalf of RPAI US Management LLC.
\cup	Agent is authorized to obtain medical records pertaining to my medical condition and care and statements relative to the expenses for said care.
\cup	This Power of Attorney revokes all prior powers of attorney.
(h)	CERTAIN GIFT TRANSACTIONS: STATUTORY GIFTS RIDER (OPTIONAL)
described you must Initialing	In order to authorize your agent to make gifts in excess of an annual total of \$500 for all gifts d in (I) of the grant of authority section of this document (under personal and family maintenance), t initial the statement below and execute a Statutory Gifts Rider at the same time as this instrument, the statement below by itself does not authorize your agent to make gifts. The preparation of the Gifts Rider should be supervised by a lawyer.
Catutory	SGR) I grant my agent authority to make gifts in accordance with the terms and conditions of the Gifts Rider that supplements this Statutory Power of Attorney.
(i)	DESIGNATION OF MONITOR(S): (OPTIONAL)
	If you wish to appoint monitor(s), initial and fill in the section below:
{KMN/RPAI	/DSM/00725815.DOCX) Page 3 of 6

	ew York State Ber Association Statutory Gifts Rider, 8/18/10, Eff. 9/12/10		
as mon	I wish to designate, whose address(es) is (are), itor(s). Upon the request of the monitor(s), my agent(s) must provide the monitor(s) with a copy of ver of attorney and a record of all transactions done or made on my behalf. Third parties holding of such transactions shall provide the records to the monitor(s) upon request.		
(i)	COMPENSATION OF AGENT(S): (OPTIONAL)		
behalf,	Your agent is entitled to be reimbursed from your assets for reasonable expenses incurred on your If you ALSO wish your agent(s) to be compensated from your assets for services rendered on your initial the statement below. If you wish to define "reasonable compensation", you may do so above, Modifications".		
	My agent(s) shall be entitled to reasonable compensation for services rendered.		
(k)	ACCEPTANCE BY THIRD PARTIES:		
result o	I agree to indemnify the third party for any claims that may arise against the third party because of on this Power of Attorney. I understand that any termination of this Power of Attorney, whether the f my revocation of the Power of Attorney or otherwise, is not effective as to a third party until the rty has actual notice or knowledge of the termination.		
(1)	TERMINATION:		
describe	This Power of Attorney continues until I revoke it or it is terminated by my death or other event bed in section 5-1511 of the General Obligations Law.		
your Po	Section 5-1511 of the General Obligations Law describes the manner in which you may revoke your Power of Attorney, and the events which terminate the Power of Attorney.		
(m)	SIGNATURE AND ACKNOWLEDGMENT:		
	In Witness Whereof I have hereunto signed my name on the to day of September, 2013.		
PRINC	PAL signs here: RPAI US MANAGEMENT LLC, a Delaware limited liability company		

On the 11th day of September, 2013, before me, the undersigned, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be

Title:

Dennis K. Holland

Secretary

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STATE OF ILLINOIS COUNTY OF DUPAGE

Page 4 of 6

SS:



OFFICIAL SEAL
KELLY L MCDONALD
Notary Public - State of Illinois
My Commission Expires May 7, 2017

the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

(n) IMPORTANT INFORMATION FOR THE AGENT:

When you accept the authority granted under this Power of Attorney, a special legal relationship is created between you and the principal. This relationship imposes on you legal responsibilities that continue until you resign or the Power of Attorney is terminated or revoked. You must:

- (1) act according to any instructions from the principal, or, where there are no instructions, in the principal's best interest;
- (2) avoid conflicts that would impair your ability to act in the principal's best interest;
- (3) keep the principal's property separate and distinct from any assets you own or control, unless otherwise permitted by law;
- (4) keep a record or all receipts, payments, and transactions conducted for the principal; and
- (5) disclose your identity as an agent whenever you act for the principal by writing or printing the principal's name and signing your own name as "agent" in either of the following manners: (Principal's Name) by (Your Signature) as Agent, or (your signature) as Agent for (Principal's Name).

You may not use the principal's assets to benefit yourself or anyone else or make gifts to yourself or anyone else unless the principal has specifically granted you that authority in this document, which is either a Statutory Gifts Rider attached to a Statutory Short Form Power of Attorney or a Non-Statutory Power of Attorney. If you have that authority, you must act according to any instructions of the principal or, where there are no such instructions, in the principal's best interest.

You may resign by giving written notice to the principal and to any co-agent, successor agent, monitor if one has been named in this document, or the principal's guardian if one has been appointed. If there is anything about this document or your responsibilities that you do not understand, you should seek legal advice.

Liability of agent: The meaning of the authority given to you is defined in New York's General Obligations Law, Article 5, Title 15. If it is found that you have violated the law or acted outside the authority granted to you in the Power of Attorney, you may be liable under the law for your violation.

(0) AGENT'S SIGNATURE AND ACKNOWLEDGMENT OF APPOINTMENT:

It is not required that the principal and the agent(s) sign at the same time, nor that multiple agents sign at the same time.

I/we, Menter, Rudin & Trivelpiece, P.C., have read the foregoing Power of Attorney. I am/we are the person(s) identified therein as agent(s) for the principal named therein.

(KMN/RPA//DSM/00725815.DQCX)

Page 5 of 6



New York State Bar Association Statutory Giffs Rider, 8/18/10, Eff. 9/12/10

I/we acknowledge my/our legal respon	sibilities.
Agent(s) sign(s) here: \Longrightarrow M	enter, Rudin & Trivelpiece, P.C.
	/ lated_
B ₂	: Kevin M. Newman, V.P.
Newman personally known to me or proved to whose name is subscribed to the within instrum	before me, the undersigned, personally appeared Kevin M. me on the basis of satisfactory evidence to be the individual ent and acknowledged to me that he executed the same in his ment, the individual, or the person upon behalf of which the
N	DEBORAH S. MILLER Rotary Public, State of New York Qual. In Oncondaga Co. No. 01Mi6083710 Commission Expires November 25, 20 14
(p) SUCCESSOR AGENT'S SIGNATURE A	AND ACKNOWLEDGMENT OF APPOINTMENT:
that multiple SUCCESSOR agents sign at the spower of attorney unless the agent(s) designate	•
I/we,, have person(s) identified therein as SUCCESSOR ag	e read the foregoing Power of Attorney. I am/we are the gent(s) for the principal named therein.
Successor Agent(s) sign(s) here: =	⇒
STATE OF) COUNTY OF) ss:	
, personally known the individual whose name is subscribed to	2013, before me, the undersigned, personally appeared to me or proved to me on the basis of satisfactory evidence to the within instrument and acknowledged to me that he/she by his/her signature on the instrument, the individual, or the ed, executed the instrument.
· 	otom, Thiblia
N	otary Public

(KMN/RPAI/DSM/00725815.DOCX)

Page 6 of 6