

UNITED STATES BANKRUPTCY COURT - MIDDLE DISTRICT OF TENNESSEE		AMENDED PROOF OF CLAIM
Name of Debtor: ORECK HOMECARE, LLC	Case Number: 13-04012	<div style="text-align: center; font-weight: bold; font-size: 1.2em;">RECEIVED</div> <div style="text-align: center; font-weight: bold; font-size: 1.5em;">FEB 24 2014</div> <div style="text-align: center; font-weight: bold; font-size: 1.2em;">BMC GROUP</div>
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.		
Name and addresses where notices should be sent: Menter, Rudin & Trivelpiece, P.C. Attn: Kevin M. Newman 308 Maltbie Street, Suite 200 Syracuse, New York 13204-1439 Telephone Number: (315) 474-7541 Email: knewman@menterlaw.com		<div style="text-align: center; font-weight: bold;">COURT USE ONLY</div> <input checked="" type="checkbox"/> Check this box if this claim amends a previously filed claim. AMENDS Claim No. 11 dated and filed June 7, 2013.
Name and address where payment should be sent (if different from above): Telephone Number: _____ Email: _____		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
1. Amount of Claim: <u>\$13,091.14</u> 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. <input type="checkbox"/> 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.		
2. Basis for Claim: (See instruction #2) Pre-petition rent and post-petition attorneys' fees due and owing pursuant to lease of non-residential real property located at Gurnee Town Center, Gurnee, Illinois. See attached itemization.		
3. Last four digits of any number by which creditor identifies debtor:	3a. Debtor may have scheduled account as: (See instruction #3a)	3b. Uniform Claim Identifier (optional): (See instruction #3b)
4. Secured Claim. (See instruction #4) 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 information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate _____% <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed) Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: _____ Basis for Perfection: _____ Amount of Secured Claim: _____ Amount Unsecured: _____		
5. 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.		
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §§ 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).	<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §§ 507(a)(2) and 365(d)(3).
Amount entitled to priority: \$ _____ <small>*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.</small>		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)		
7. 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:		

Oreck POC



12-00011-2

{30337/27591/AAV/00794946.DOCX}

8. Signature: (See instruction #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.

MENTER, RUDIN & TRIVELPIECE, P.C., as attorneys and agents for
 RPAI US Management, LLC f/k/a Inland US Management LLC, as
 managing agent for Inland Western Gurnee, L.L.C.

Address and telephone number (if different from notice address above):


 Kevin M. Newman

 February 20, 2014
 (Date)

Telephone Number:

Email:

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.

Payment History

Selected Tenant Name - "Orreck"									
Building ID - 36060		Building Name - Gurnee Town Center							
Unit ID - 010		Tenant Name - Orreck							
Tenant ID - 203337		Lease Term - 01/29/2001 - 03/31/2014							
Lease ID - 5360		S/D Req'd - 2933.33 S/D Held -2933.33							
Lease Status - Bankruptcies - Occupied									
Payment Date	Building Ref No	Unit Ref No	Original Ref No	Receipt Ref No	Receipt Description	Amount	Amount Due	Amount Paid	Amount Due
01/01/2007					Chrgs/Reg Rcpts up to 01/01/1980				\$0.00
01/01/2007		123400			Monthly Charges	\$3,226.66	\$434.62	\$350.01	\$4,011.29
01/24/2007			208156		Receipts				(\$4,011.29)
01/30/2007			210356		Receipts				(\$4,011.29)
02/01/2007		143276			Monthly Charges	\$3,226.66	\$434.62	\$350.01	\$4,011.29
02/21/2007			PRIORSEC		Receipts				\$0.00
03/01/2007		153721			Monthly Charges	\$3,226.66	\$434.62	\$350.01	\$4,011.29
03/02/2007			212844		Receipts				(\$4,011.29)
03/21/2007		161145			TEN BILLBACK (01/06-12/06 CAM)		\$810.27		\$810.27
04/01/2007		171818			CAM Estimated Escrow		\$67.53		\$67.53
04/01/2007		171818			CAM Estimated Escrow		\$67.53		\$67.53
04/01/2007		171818			CAM Estimated Escrow		\$67.53		\$67.53
04/01/2007		171818			Monthly Charges	\$3,226.66	\$502.15	\$350.01	\$4,078.82
04/04/2007			214349		Receipts				(\$4,011.29)
04/08/2007			216529		Receipts				(\$5,091.68)
05/01/2007		184266			Monthly Charges	\$3,226.66	\$502.15	\$350.01	\$4,011.29
05/01/2007			218371		Receipts				(\$4,078.82)
06/01/2007		205805			Monthly Charges	\$3,226.66	\$502.15	\$350.01	\$67.53
07/01/2007		220893			Monthly Charges	\$3,226.66	\$502.15	\$350.01	\$67.53
07/07/2007			220139		Receipts				\$4,146.35
08/01/2007		253031			Monthly Charges	\$3,226.66	\$502.15	\$350.01	\$0.00
08/06/2007			222590		Receipts				\$4,078.82
09/01/2007		265122			Monthly Charges	\$3,226.66	\$502.15	\$350.01	\$0.00
09/06/2007			224428		Receipts				(\$4,078.82)
09/21/2007		274502			2006 RET Reconciliation			(\$33.08)	\$0.00
10/01/2007		278626			Monthly Charges	\$3,226.66	\$502.15	\$350.01	\$4,045.74
10/02/2007			226437		Receipts				(\$4,078.82)
10/31/2007			227930		Receipts				(\$4,078.82)
11/01/2007		473521			Monthly Charges	\$3,226.66	\$502.15	\$350.01	\$0.00
12/01/2007		493979			Monthly Charges	\$3,226.66	\$502.15	\$350.01	\$4,078.82
12/05/2007			229832		Receipts				\$0.00
12/31/2007			231803		Receipts				(\$4,078.82)
01/01/2008		512772			Monthly Charges	\$3,226.66	\$502.15	\$350.01	\$0.00
01/20/2008			233632		Receipts				(\$4,078.82)
02/01/2008		532713			Monthly Charges	\$3,226.66	\$502.15	\$350.01	\$0.00
03/01/2008		550343			Monthly Charges	\$3,226.66	\$502.15	\$350.01	\$4,078.82
03/06/2008			235091		Receipts				(\$4,078.82)

Building ID - 36060				Building Name - Gurnee Town Center			
Unit ID - 010				Tenant Name - Oreck			
Tenant ID - 203337				Lease Term - 01/29/2001 - 03/31/2014			
Lease ID - 5360				S/D Reqd. - 2933.33 S/D Held - 2933.33			
Lease Status - Bankruptcies - Occupied							
Month	Year	Invoice	Check	Amount	Balance	Interest	Payment
04/01/2008	04/2008	573265		Monthly Charges	\$3,226.66	\$502.15	\$350.01
04/04/2008	04/2008		237162	Receipts			\$4,078.82
04/30/2008	04/2008		238780	Receipts			(\$4,078.82)
05/01/2008	05/2008	595511		Monthly Charges	\$3,226.66	\$502.15	\$350.01
05/01/2008	05/2008	622661		Monthly Charges	\$3,226.66	\$502.15	\$350.01
05/02/2008	05/2008		240262	Receipts			\$4,078.82
05/01/2008	05/2008	642289		Monthly Charges	\$3,226.66	\$502.15	\$350.01
05/02/2008	05/2008	644682		CAM True-Up 01/07-12/07		\$1,448.62	\$1,448.62
05/02/2008	05/2008		241767	Receipts			\$4,078.82
05/01/2008	05/2008	667284		Monthly Charges	\$3,226.66	\$1,467.91	\$350.01
05/05/2008	05/2008		243322	Receipts			\$5,044.58
05/01/2008	05/2008	685084		Monthly Charges	\$3,226.66	\$622.87	\$4,199.54
05/03/2008	05/2008		244583	Receipts			\$6,613.92
05/08/2008	05/2008	691034		RET True-Up 01/07-12/07			\$120.72
05/01/2008	05/2008	703265		Monthly Charges	\$3,226.66	\$622.87	\$945.53
05/02/2008	05/2008		246141	Receipts			\$1,066.25
05/01/2008	05/2008	734761		Monthly Charges	\$3,226.66	\$622.87	\$4,987.44
05/03/2008	05/2008		247602	Receipts			\$6,053.69
05/01/2008	05/2008		249208	Receipts			\$1,854.15
05/01/2008	05/2008	757658		Monthly Charges	\$3,226.66	\$622.87	\$6,132.48
05/01/2009	01/2009	778981		Monthly Charges	\$3,226.66	\$622.87	\$1,145.04
05/05/2009	01/2009		250598	Receipts			(\$4,078.82)
05/01/2009	02/2009	804378		Monthly Charges	\$3,226.66	\$622.87	\$199.51
05/03/2009	02/2009		251862	Receipts			\$4,477.84
05/01/2009	03/2009	822687		Monthly Charges	\$3,226.66	\$622.87	\$0.00
05/04/2009	03/2009	829873		CAM True-Up 01/08-12/08		(\$378.68)	\$4,278.33
05/04/2009	03/2009		253529	Receipts			\$3,899.65
05/01/2009	04/2009	838500		Monthly Charges	\$3,226.66	\$496.63	(\$378.68)
05/02/2009	04/2009		254774	Receipts			\$3,773.41
05/01/2009	05/2009		256072	Receipts			(\$504.92)
05/01/2009	05/2009	874436		Monthly Charges	\$3,226.66	\$591.31	(\$4,657.01)
05/01/2009	06/2009	898014		Monthly Charges	\$3,226.66	\$591.31	(\$410.24)
05/02/2009	06/2009		257369	Receipts			\$3,836.53
05/01/2009	07/2009	915003		Monthly Charges	\$3,226.66	\$591.31	\$0.00
05/02/2009	07/2009		258877	Receipts			\$4,246.77
05/01/2009	08/2009	931697		Monthly Charges	\$3,226.66	\$591.31	\$0.00
05/03/2009	08/2009		260150	Receipts			\$4,246.77
05/11/2009	12/2008	952012		RET True-Up 01/08-12/08			(\$520.34)
05/01/2009	09/2009	962948		Monthly Charges	\$3,226.66	\$591.31	\$3,856.53

Building ID - 36060		Building Name - Gurnee Town Center									
Unit ID - 010		Tenant Name - Oreck									
Tenant ID - 203337		Lease Term - 01/29/2001 - 03/31/2014									
Lease ID - 5360		S/D Req'd - 2933.33 \$/D Held - 2933.33									
Lease Status - Bankruptcies - Occupied											
Month	Day	Year	Receipts	Receipts	Receipts	Receipts	Receipts	Receipts	Receipts	Receipts	Receipts
06/01/2012	06/2012	1868202		Monthly Charges		\$3,290.67		\$334.00	\$412.45	\$4,037.12	\$4,413.13
06/04/2012	06/2012		303637	Receipts							\$448.47
07/01/2012	07/2012	1896300		Monthly Charges		\$3,290.67		\$334.00	\$412.45	\$4,037.12	\$4,485.59
07/02/2012	07/2012		304614	Receipts							\$416.77
07/09/2012	12/2011	1910581		REI True-Up 1/11 - 12/11					(\$171.60)	(\$171.60)	\$245.17
07/10/2012	07/2012	1911912		#1/12-7/12 Catch Up Tax					(\$100.10)	(\$100.10)	\$145.07
07/15/2012	07/2012	1887389		Water/Sewer 3/1/12-4/30/12			\$26.34		\$26.34	\$26.34	\$171.41
08/01/2012	08/2012	1930399		Monthly Charges		\$3,290.67		\$334.00	\$398.15	\$4,022.82	\$4,194.23
07/31/2012	07/2012		305729	Receipts							\$90.38
08/01/2012	09/2012	1959048		Monthly Charges		\$3,290.67		\$334.00	\$398.15	\$4,022.82	\$4,113.20
09/04/2012	09/2012		306639	Receipts							\$4,127.96
09/15/2012	09/2012	1961816		Water/Sewer 4/30/12-7/9/12					\$55.31	\$55.31	(\$72.65)
10/01/2012	10/2012	1984765		Monthly Charges		\$3,290.67		\$334.00	\$398.15	\$4,022.82	\$3,950.17
10/01/2012	10/2012		307684	Receipts							(\$264.65)
11/01/2012	11/2012	2011368		Monthly Charges		\$3,290.67		\$334.00	\$398.15	\$4,022.82	\$3,758.17
11/02/2012	11/2012		400746	Receipts							(\$511.96)
12/01/2012	12/2012	2032231		Monthly Charges		\$3,290.67		\$334.00	\$398.15	\$4,022.82	\$3,510.86
12/03/2012	12/2012		401813	Receipts							(\$703.96)
12/30/2012	12/2012	2057971		Water/Sewer 7/9/12-9/7/12					\$61.81	\$61.81	(\$642.15)
12/30/2012	12/2012	2058022		Water/Sewer 9/7/12-11/5/12					\$37.91	\$37.91	(\$604.24)
01/01/2013	01/2013	2053139		Monthly Charges		\$3,290.67		\$334.00	\$398.15	\$4,022.82	\$3,418.58
12/31/2012	12/2012		402645	Receipts							(\$796.24)
02/01/2013	02/2013	2065747		Monthly Charges		\$3,290.67		\$334.00	\$398.15	\$4,022.82	\$3,226.58
02/07/2013	02/2013		403749	Receipts							(\$1,087.96)
02/05/2013	02/2013	2080335		Water/Sewer 11/5/12-12/31/12					\$41.63	\$41.63	(\$1,046.33)
03/01/2013	03/2013	2077448		Monthly Charges		\$3,290.67		\$334.00	\$398.15	\$4,022.82	\$2,976.49
03/04/2013	03/2013		404841	Receipts							(\$1,238.33)
04/01/2013	04/2013	2091256		Monthly Charges		\$3,356.00		\$334.00	\$398.15	\$4,088.15	\$2,849.82
04/05/2013	12/2012	2099008		CAM True-Up 1/12 - 12/12					(\$391.74)	(\$391.74)	\$2,458.08
05/01/2013	05/2013	2105256		Monthly Charges 5/1/13-5/5/13		\$541.29		\$27.55	\$64.22	\$633.06	\$3,091.14
				Post-petition attorneys fees						\$10,000.00	\$13,091.14
				TOTAL PRE-PETITION CHARGES		\$746,665.03		\$34,343.57	\$5,537.26	\$10,863.70	\$13,091.14



**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)

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

as my agent(s).



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

If you designate more than one agent above, they must act together unless you initial the statement below.

() My agents may act SEPARATELY.

(c) **DESIGNATION OF SUCCESSOR AGENT(S): (OPTIONAL)**

If any agent designated above is unable or 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)

Successor agents designated above must act together unless you initial the statement below.

() My successor agents may act SEPARATELY.

You may provide for specific succession rules in this section. Insert specific succession provisions here:

(d) **This POWER OF ATTORNEY shall not be affected by my subsequent incapacity unless I have stated otherwise below, under "Modifications".**

(e) **This POWER OF ATTORNEY DOES NOT REVOKE any Powers of Attorney previously executed by me unless I have stated otherwise below, under "Modifications".**

If you do NOT intend to revoke your prior Powers of Attorney, and if you have granted the same authority in this Power of Attorney as you granted to another agent in a prior Power of Attorney, each agent can act separately unless you indicate under "Modifications" that the agents with the same authority are to act together.

(f) **GRANT OF AUTHORITY:**

To grant your agent some or all of the authority below, either

- (1) Initial the bracket at each authority you grant, or
- (2) Write or type the letters for each authority you grant on the blank line at (P), and initial the bracket at (P). If you initial (P), you do not need to initial the other lines.

I grant authority to my agent(s) with respect to the following subjects as defined in sections 5-1502A through 5-1502N of the New York General Obligations 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;

(KMN/RPA/DSM/00725615.DOCX)

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- ☒ (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)

In this section, you may make additional provisions, including language to limit or supplement authority granted to your agent. However, you cannot use this Modifications section to grant your agent authority to make gifts or changes to interests in your property. If you wish to grant your agent such authority, 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.

- ☐ Agent is authorized to obtain medical records pertaining to my medical condition and care and statements relative to the expenses for said care.
- ☐ This Power of Attorney revokes all prior powers of attorney.

(h) CERTAIN GIFT TRANSACTIONS: STATUTORY GIFTS RIDER (OPTIONAL)

In order to authorize your agent to make gifts in excess of an annual total of \$500 for all gifts described in (I) of the grant of authority section of this document (under personal and family maintenance), you must initial the statement below and execute a Statutory Gifts Rider at the same time as this instrument. Initialing the statement below by itself does not authorize your agent to make gifts. The preparation of the Statutory Gifts Rider should be supervised by a lawyer.

☐ (SGR) I grant my agent authority to make gifts in accordance with the terms and conditions of the Statutory 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:



() I wish to designate _____, whose address(es) is (are) _____, as monitor(s). Upon the request of the monitor(s), my agent(s) must provide the monitor(s) with a copy of the power of attorney and a record of all transactions done or made on my behalf. Third parties holding records of such transactions shall provide the records to the monitor(s) upon request.

(j) COMPENSATION OF AGENT(S): (OPTIONAL)

Your agent is entitled to be reimbursed from your assets for reasonable expenses incurred on your behalf. If you ALSO wish your agent(s) to be compensated from your assets for services rendered on your behalf, initial the statement below. If you wish to define "reasonable compensation", you may do so above, under "Modifications".

() My agent(s) shall be entitled to reasonable compensation for services rendered.

(k) ACCEPTANCE BY THIRD PARTIES:

I agree to indemnify the third party for any claims that may arise against the third party because of reliance on this Power of Attorney. I understand that any termination of this Power of Attorney, whether the result of my revocation of the Power of Attorney or otherwise, is not effective as to a third party until the third party has actual notice or knowledge of the termination.

(l) TERMINATION:

This Power of Attorney continues until I revoke it or it is terminated by my death or other event described in section 5-1511 of the General Obligations Law.

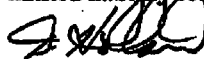
Section 5-1511 of the General Obligations Law describes the manner in which you may revoke your Power of Attorney, and the events which terminate the Power of Attorney.

(m) SIGNATURE AND ACKNOWLEDGMENT:

In Witness Whereof I have hereunto signed my name on the 19th day of September, 2013.

PRINCIPAL signs here: ==>

**RPAI US MANAGEMENT LLC, a Delaware
limited liability company**



By: _____
Title: Dennis K. Holland
Secretary

STATE OF ILLINOIS)
COUNTY OF DUPAGE) ss:

On the 19th day of September, 2013, before me, the undersigned, personally appeared Dennis K. Holland personally known to me or proved to me on the basis of satisfactory evidence to be



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

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.

Kelly L. McDonald
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 of 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.

(o) 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.

(KMIN/RPA/DSM/00725815.DOCX)

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I/we acknowledge my/our legal responsibilities.

Agent(s) sign(s) here: **⇒ MENTER, RUDIN & TRIVELPIECE, P.C.**

By: Kevin M. Newman, V.P.

On the 20th day of September, 2013, before me, the undersigned, personally appeared Kevin M. Newman personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

DEBORAH S. MILLER

Notary Public, State of New York

Qual. In Onondaga Co. No. 01MI6083710

Commission Expires November 25, 2014

(p) **SUCCESSOR AGENT'S SIGNATURE AND ACKNOWLEDGMENT OF APPOINTMENT:**

It is not required that the principal and the SUCCESSOR agent(s), if any, sign at the same time, nor that multiple SUCCESSOR agents sign at the same time. Furthermore, successor agents cannot use this power of attorney unless the agent(s) designated above is/are unable or unwilling to serve.

I/we, _____, have read the foregoing Power of Attorney. I am/we are the person(s) identified therein as SUCCESSOR agent(s) for the principal named therein.

Successor Agent(s) sign(s) here:

STATE OF _____)
COUNTY OF _____) **SS:**

On the ____ 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 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