B10 (Official Form 10) (12/11)

UNITED STATES BANKRUPTCY COURT - MIDDLE DISTRICT OF TENNESSEE

AMENDED PROOF OF CLAIM

Name of Debtor:	Case Number:
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
OCT 10 2013
BMC GROUP

COURT USE ONLY

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

☐ Check this box if this claim amends a previously filed claim.

AMENDS Claim No. 50 dated and filed 9/5/2013.

Name and address where payment should be sent (if different from above):

Telephone Number: Email:

☐ 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 as of Date Case Filed:** **$24,627.96 plus attorneys' fees.**

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.

2. **Basis for Claim:** (See instruction #2) **Damages arising from rejection of lease of non-residential real property located at Gurnee Town Center, Gurnee, Illinois. Limited under 11 U.S.C. § 502(b)(6).**

3. Last four digits of any number by which creditor identifies debtor:	3a. Debtor may have scheduled account as:	3b. Uniform Claim Identifier (optional):
30337-27591	(See instruction #3a)	(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: ☐ Real Estate ☐ Motor Vehicle ☐ Other
Describe:

Value of Property: $

Annual Interest Rate ____% ☐ Fixed or ☐ 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.

☐ Domestic support obligations under 11 U.S.C. §§ 507(a)(1)(A) or (a)(1)(B).

☐ 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 – the11 U.S.C. § 507(a)(4).

☐ Contributions to an employee benefit plan – 11 U.S.C. § 507(a)(5).

Amount entitled to priority:
$

☐ 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).

☐ 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)(2) and 365(d)(3).

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.

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
12-00050-2

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 October 9, 2013 (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

Report Run Date - 9/3/2013, Start Date - 01/01/1980, End Date - 09/03/2013, Report By G/L Start Date, Detail Charges/Summary Receipts

Selected Tenant Name - "Oreck"

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

G/L Date	Billing Period	Invoice	Check	Remarks	Base	CAM	Tax	Other	Total Charges	Total Receipts	Cumulative Balance
10/01/2013	10/2013	2153700		Monthly Charges	$3,356.00	$301.36	$447.30		$4,104.66		$4,104.66
11/01/2013	10/2013	2153700		Monthly Charges	$3,356.00	$301.36	$447.30		$4,104.66		$8,209.32
12/01/2013	10/2013	2153700		Monthly Charges	$3,356.00	$301.36	$447.30		$4,104.66		$12,313.98
01/01/2014	10/2013	2153700		Monthly Charges	$3,356.00	$301.36	$447.30		$4,104.66		$16,418.64
02/01/2014	10/2013	2153700		Monthly Charges	$3,356.00	$301.36	$447.30		$4,104.66		$20,523.30
03/01/2014	10/2013	2153700		Monthly Charges	$3,356.00	$301.36	$447.30		$4,104.66		$24,627.96
				TOTAL ACCELERATED RENT	$20,136.00	$1,808.16	$2,683.80	$0.00	$24,627.96		$24,627.96

Filed 10/09/13 Desc Main Document

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).

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;

(___) (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

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 A 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 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.

(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.

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

MIDDLE DISTRICT OF TENNESSEE
Claims Register

3:13-bk-04012 Oreck HomeCare, LLC

Judge: Keith M Lundin **Chapter:** 11
Office: Nashville **Last Date to file claims:**
Trustee: **Last Date to file (Govt):**

Creditor: (5195331) Inland Western Gurnee, L.L.C. c/o Menter, Rudin & Trivelpiece, P.C. Attn: Kevin M. Newman, Esq. 308 Maltbie Street, Suite 200 Syracuse, NY 13204-1439	**Claim No: 50** *Original Filed Date:* 09/05/2013 *Original Entered Date:* 09/05/2013 *Last Amendment Filed:* 10/09/2013 *Last Amendment Entered:* 10/09/2013	*Status:* *Filed by:* CR *Entered by:* Kevin M. Newman *Modified:*

Amount claimed: $24627.96

History:

Details	50-1	09/05/2013	Claim #50 filed by Inland Western Gurnee, L.L.C., Amount claimed: (Newman, Kevin)
Details	50-2	10/09/2013	Amended Claim #50 filed by Inland Western Gurnee, L.L.C., Amount claimed: $24627.96 (Newman, Kevin)

Description: (50-1) Unsecured Non-priority Claim in Unliquidated amount plus attorneys' fees.
(50-2) Unsecured Nonpriority Amended Claim for $24,627.96 plus attorneys' fees.

Remarks:

Claims Register Summary

Case Name: Oreck HomeCare, LLC
Case Number: 3:13-bk-04012
Chapter: 11
Date Filed: 05/06/2013
Total Number Of Claims: 1

Total Amount Claimed*	$24627.96
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority		
Administrative		