

*FILE ORIGINAL FOR CHAPTERS 7 and 11, IN DUPLICATE FOR CHAPTER 13, FOR DATE-STAMPING BELOW

United States Bankruptcy Court		<input type="checkbox"/> CH 7 <input type="checkbox"/> CH 13 <input checked="" type="checkbox"/> CH 11 PLEASE CHECK CHAPTER
Northern District of Illinois, Eastern Division		PROOF OF CLAIM File Claim Form With: United States Bankruptcy Court P. O. Box A3613 Chicago, Illinois 60690-3612 Creditor # _____ THIS SPACE IS FOR COURT USE ONLY
Name of Debtor KMart Corporation	Case Number 02-B-02474	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503		
Name of Creditor (The person or other entity to whom the debtor owes money or property) Kann and Associates Inc.		
Name and Address Where Notices Should be Sent c/o Brian A. Goldman, Esquire 36 S. Charles Street, Suite 2401 Baltimore, Maryland 21201 Telephone No. 410-547-1400		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input checked="" type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.
Account or other number by which creditor identifies debtor. 01-106 KMart@Plymouth, MI		
Check here if this claim <input type="checkbox"/> amends <input type="checkbox"/> replaces a previously filed claim dated: _____		
1. BASIS FOR CLAIM <input type="checkbox"/> Goods sold <input checked="" type="checkbox"/> Services performed <input type="checkbox"/> Wages, salaries, and compensation (Fill out below) <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death Your social security number _____ <input type="checkbox"/> Taxes <input type="checkbox"/> Other _____ Unpaid compensation for services performed <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114 (a) from _____ to _____ (date)		
2. DATE DEBT WAS INCURRED: 12/13/01		3. IF COURT JUDGMENT, DATE OBTAINED:
4. Total Amount of Claim at Time Case Filed: \$7,344.82 If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
5. Secured claim <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of collateral: \$ _____ Amount of arrearage and other charges at time case filed included in secured claim above, if any: \$ _____		6. Unsecured Priority Claim <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4,300), *earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier-11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan-11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$1,950* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child -11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units 11 U.S.C. § 507(a)(8) <input type="checkbox"/> Other—Specify applicable paragraph of 11 U.S.C. § 507(a) _____ *Amounts are subject to adjustment on 4/1/98 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment
7. CREDITS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 8. SUPPORTING DOCUMENTS: <u>Attach copies of supporting documents</u> , such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. ANY ATTACHMENT MUST BE 8-1/2" BY 11" 9. DATE-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and an additional copy of this proof of claim.		THIS SPACE IS FOR COURT USE ONLY FILED UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF ILLINOIS 3-18-02 MAR 18 2002 808 SM KENNETH S. GARDNER, CLERK MAILROOM - LL
Date: _____	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any) Brian A. Goldman, Attorney	

01-106



November 30, 2001

Kann and Associates Inc
207 East Redwood Street
Fourth Floor
Baltimore MD 21202
410 234 0900
410 539 4921 Fax
www.ka-architects.com

Mr. Josh Burrows
Vice President, Architectural Design & Construction
Kmart Corporation
Kmart Resource Center
3100 West Big Beaver Road
Troy, MI 48084-3163

Architecture
Planning
Preservation
Interior Design
Graphic Design

Subject: Kmart Michigan Store

Dear Josh:

We are pleased to confirm your discussion with Jonathan McGowan to have our firm provide professional architectural services for the above referenced project. We shall prepare a preliminary building analysis, architectural and mechanical/electrical engineering, and fine tune a full proposal immediately after the analysis period is completed.

Your current needs require a limited scope of work at this time, therefore, we propose that our services be based on our hourly cost, as provided herein. At the appropriate time when expanded work is required, we will provide you with a more detailed fee for the required services.

We look forward to working closely with you and will make every effort to use our time efficiently and keep our time to a minimum. Our fees shall be based on actual time spent on the project and billed as follows:

Principal	\$160.00/hour
Senior Project Architect/Manager	\$110.00/hour
Project Architect III	\$ 92.00/hour
Project Architect II	\$ 90.00/hour
Project Architect I	\$ 85.00/hour
Designer II	\$ 74.00/hour
Designer I	\$ 68.00/hour
Technical Typist	\$ 55.00/hour

Our hourly fees are subject to escalation biannually, effective every January 1st and July 1st.

Donald R Kann AIA, NCARB
Jonathan E McGowan AIA
Geoffrey H Glazer AIA, NCARB
Roger L Katzenberg AIA
Cassandra Gottlieb AIA
Jon G Fisher AIA
Hardeepak (Harry) S Munday A
Daniel L Isackson AIA, NCARB
Scott W Sider AIA, CSI, CCS
Piangtong (Tao) Meckmongk
Kevin A Tisdale



Mr. Josh Burrows
Kmart
November 30, 2001, Page 2

If the services of consultants are required on your project, their expense will be billed at the rate of 1.10 times the amount billed to the architect for our internal accounting services. The use of consultants is subject to your prior approval.

We will submit invoices to you on a monthly basis and payments shall be due within thirty (30) days. Payments not made within sixty (60) days shall be subject to interest at the rate of 1% per month.

In addition to the fees for Basic Services, Reimbursable Expenses shall be computed as a multiple of one and one-tenth times the expenses incurred by the Architect, and the Architect's employees and consultants. These expenses shall include:

1. Transportation in connection with the Project, Owner authorized out-of-town travel and subsistence, and electronic communication;
2. Fees paid for securing approval of authorities having jurisdiction over the Project;
3. Reproductions, plots, postage, handling and delivery;
4. Other similar direct Project related expenses.

Based upon your verbal authorization, we will schedule your work in our office. Your signature on the second copy of this letter, returned to our office, will serve as a record of our understanding. Please call if you have any questions.

Sincerely,

KANN AND ASSOCIATES INC.


Geoffrey H. Glazer, AIA, NCARB
Principal

ACCEPTED:

(Signature)

DATED: _____

ann and Associates Inc.

17 E. Redwood Street
 Fourth Floor
 Baltimore, MD 21202
 Phone: 410 234-0900
 Fax: 410 539-4921

Statement of Account

For: KMART CORPORATION
 KMART RESOURCE CENTER
 3100 WEST BIG BEAVER ROAD
 TROY, MI 48084-3163
 Attention: MR. JOSH BURROWS

Period Ending 02/28/2002

Client Projects

01-106 KMART @ PLYMOUTH, MI

Invoice	Type	Invoice Date	Due Date	Amount	Discount	Payments/ Credits	Invoice Balance
20634	Invoice	12/13/01	01/12/2002	\$1,524.00	\$0.00	\$0.00	\$1,524.00
20719	Invoice	1/17/02	02/16/2002	\$5,820.82	\$0.00	\$0.00	\$5,820.82
Project Totals:				\$7,344.82	\$0.00	\$0.00	\$7,344.82
Report Totals:				\$7,344.82	\$0.00	\$0.00	\$7,344.82

Unapplied Client Receipts

Receipt Number	Receipt Type	Check#	Receipt Date	Amount	Unapplied
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Accounts Receivable Aging Summary

Unreleased Retainage	CURRENT	31-60 DAYS	61-90 DAYS	91-120 DAYS	+ 120 DAYS
0.00	0.00	5,820.82	1,524.00	0.00	0.00


Kann and Associates Inc.

 207 E. Redwood Street Fourth Floor
 Baltimore, MD 21202
 410 234-0900 Fax 410 539-4921

Invoice

 Invoice Number: 20634
 Invoice Date: December 13, 2001

 To: MR. JOSH BURROWS
 KMART CORPORATION
 KMART RESOURCE CENTER
 3100 WEST BIG BEAVER ROAD
 TROY, MI 48084-3163

Project: 01-106 KMART @ PLYMOUTH, MI

Client ID: KMART

Professional Services for the Period: 11/1/01 to 11/30/01

Billing Group: H-1A Cost Plus

Invoice: 20634

December 13, 2001

Contract #:

PRELIMINARY ANALYSIS

Professional Services

PROGRAMMING/PRELIMINARY

 Jonathan E. McGowan
 Tao Meckmongkol

PROGRAMMING/PRELIMINARY Total:

<u>Reg Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
5.50	160.00	880.00
7.00	92.00	644.00
<u>12.50</u>		<u>\$1,524.00</u>
Total:		\$1,524.00

Professional Services Totals

KANN & ASSOC.

Fax:4105394921

Feb 28 2002 13:52 P.07

December 13, 2001

and Associates Inc.

Project: 01-106

*** Total Project Invoice Amount

\$1,524.00



KANN & ASSOC. Fax: 410 539 4921
Kann and Associates Inc.
207 E. Redwood Ave. Fourth Floor
Baltimore, MD 21202
410 234-0900 Fax 410 539-4921

Feb 28 2002 13:53 P.08

Invoice

Invoice Number: 20719
Invoice Date: January 17, 2002

To: MR. JOSH BURROWS
KMART CORPORATION
KMART RESOURCE CENTER
3100 WEST BIG BEAVER ROAD
TROY, MI 48084-3163

Project: 01-106 KMART @ PLYMOUTH, MI

Client ID: KMART

Professional Services for the Period: 12/1/01 to 12/31/01

Billing Group: H-1A Cost Plus

Invoice: 20719

January 17, 2002

Contract #:

PRELIMINARY ANALYSIS

Professional Services

PROGRAMMING/PRELIMINARY

Jonathan E. McGowan

PROGRAMMING/PRELIMINARY Total:

<u>Reg Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
9.00	160.00	1,440.00
9.00		\$1,440.00
Total:		\$1,440.00

Professional Services Totals

Subcontractors

Expense

Schlenger/Pitz, Inc.

Subcontractors Totals

<u>Expense</u>	<u>Charge</u>
Schlenger/Pitz, Inc.	2,728.55
Total:	\$2,728.55

KANN & ASSOC.

Fax: 4105394921

Feb 28 2002 13:53 P.09

ann and Associates Inc.

project. 01-106

January 17, 2002

Billing Group: RE Cost Plus

Invoice: 20719

January 17, 2002

Contract #:

REIMBURSABLES

Reimbursables

<u>Expense</u>	<u>Charge</u>
Digital Photography	19.50
Travel	1,482.56
	<hr/>
Subtotal:	\$1,502.06
	<hr/>
Expense Fee	\$150.21
	<hr/>
Reimbursables Totals	Total: \$1,652.27

KANN & ASSOC.

Fax: 4105394921

Feb 28 2002 13:53

P. 10

Invoice: 20719

January 17, 2002

Kann and Associates Inc.

Project 01-106

*** Total Project Invoice Amount

\$5,820.82