

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION

PROOF OF CLAIM
Chapter 11

In Re: Kmart Corporation, et al.

Case Numbers 02-02462 through
02-02499

Your claim is scheduled as follows:

Name of Debtor: (see attached for complete list of debtors)

Case Number:

Class
NOT SCHEDULED

Name of Creditor (The person or other entity to whom the debtor owes money or property):

08 2308988

Amount
NOT SCHEDULED

MAYFIELD TRANSFER & STG
3200 W LAKE ST
MELROSE PARK, IL. 60160

- Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
- Check box if you have never received any notices from the bankruptcy court in this case.
- Check box if the address differs from the address on the envelope sent to you by the court.

10647317

If address differs from above, please complete the following:
Creditor Name:
Address:
City/St/Zip:

Telephone: #

This Space is for Court Use Only

Account or other number by which creditor identifies debtor:

Check here if replaces amends a previously filed claim, dated _____

1. Basis for Claim
- Goods sold
 - Services performed
 - Money loaned
 - Personal injury/wrongful death
 - Taxes
 - Other

- Retiree benefits as defined in 11 U.S.C. §1114(a)
- Wages, salaries, and compensation (fill out below)
Your SS #: _____
Unpaid compensation for services performed from _____ to _____ (date) (date)

2. Date debt was incurred: 10/01/01

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: \$ 104,000

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below.

Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

5. Secured Claim

Check this box if your claim is secured by collateral (including a right of setoff).

Brief Description of Collateral:
 Real Estate Motor Vehicle
 Other _____

Value of Collateral: \$ _____

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

6. Unsecured Priority Claim

Check this box if you have an unsecured priority claim.

Amount entitled to priority \$ _____

Specify the priority of the claim:
 Wages, salaries, or commissions (up to \$4,650), earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3).
 Contributions to an employee benefit plan - 11 U.S.C. §507(a)(4).
 Up to \$ 2,100 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6).
 Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7).
 Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
 Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____).

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

8. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.

9. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

RECEIVED
TRUSTEE'S OFFICE
BANKRUPTCY COURT
This Space is for Court Use Only

2002 APR -9 AM 11:11

CC 2737

4/9/02

Date 4/3/02

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):
Sandy S Cahill, CFO

MAYFIELD TRANSFER COMPANY
 3200 W. LAKE STREET
 MELROSE PARK, IL 60160
 S T A T E M E N T O F A C C O U N T

IF YOU HAVE ANY QUESTIONS OR DISPUTES, CALL
 COLLECTION DEPT. @ (708) 681-4440 EXT.524.

04/03/02
 BOX200000

CZ - 4

BOX200000
 KMART %
 TRANZACT DPT 112
 P.O. BOX 2000
 SUGAR GROVE, IL 60554

Freight Bill #	F/B Date	Shipper/Ref Number	PRO/BL # Ref No	Amount Billed	Amt Paid To Date	Balance Due
000669242	10/01/01	NA	NA	104.68	.00	104.68
*Statement Totals				104.68	.00	104.68

LIST OF DEBTORS, CASE NUMBERS AND TAX IDENTIFICATION NUMBERS:

DEBTOR	CASE NUMBER	TAX ID NUMBER
KMART CORPORATION OF ILLINOIS, INC.	02-02462	37-0916029
KMART OF INDIANA	02-02463	38-3413374
KMART OF PENNSYLVANIA LP	02-02464	38-3469157
KMART OF NORTH CAROLINA LLC	02-02465	38-3469154
KMART OF TEXAS L.P.	02-02466	38-3469160
BLUELIGHT.COM LLC	02-02467	77-0529022
BIG BEAVER OF FLORIDA DEVELOPMENT, LLC	02-02468	38-0729500
THE COOLIDGE GROUP, LLC N/K/A TC GROUP I LLC	02-02469	38-2332504
KMART MICHIGAN PROPERTY SERVICES, L.L.C.	02-02470	38-3384536
KMART FINANCING I	02-02471	38-6667809
TROY CMBS PROPERTY, L.L.C.	02-02472	38-3334610
BIG BEAVER DEVELOPMENT CORPORATION	02-02473	38-2834722
KMART CORPORATION	02-02474	38-0729500
BIG BEAVER OF GUAYNABO DEVELOPMENT CORPORATION	02-02475	38-3225644
BIG BEAVER OF CAUGUS DEVELOPMENT CORPORATION	02-02476	38-3053789
BLUELIGHT COM, INC.	02-02477	77-0527034
KMART HOLDINGS, INC.	02-02478	38-3293882
KMART OF AMSTERDAM, NY DISTRIBUTION CENTER INC.	02-02479	38-3626487
KMART STORES OF INDIANA, INC.	02-02480	38-2831604
KMART OF MICHIGAN, INC.	02-02481	38-3551696
KMART STORES OF TNCP, INC.	02-02482	38-2305127
KMART OVERSEAS CORPORATION	02-02483	31-0972999
JAF, INC.	02-02484	38-2970528
VTA, INC.	02-02485	51-0331035
BIG BEAVER OF CAGUAS DEVELOPMENT CORP II	02-02486	38-3175257
BIG BEAVER OF CAROLINA DEVELOPMENT CORPORATION	02-02487	38-3175256
K MART PHARMACIES, INC.	02-02488	38-1978255
BUILDERS SQUARE, INC.	02-02489	74-2259917
K MART INTERNATIONAL SERVICES, INC.	02-02490	38-2331210
SOURCING & TECHNICAL SERVICES INC.	02-02491	22-3004708
KMART PHARMACIES OF MINNESOTA, INC.	02-02492	38-3351987
STI MERCHANDISING, INC.	02-02493	38-2760188
KMART CMBS FINANCING, INC.	02-02494	38-3334553
KLC, INC.	02-02495	75-2490839
PMB, INC.	02-02496	75-1371063
ILJ, INC.	02-02497	92-0132179
KBL HOLDING INC.	02-02498	26-0031295
S.F.P.R., INC.	02-02499	N/A

Freight Bill:000669242
 Shipper:333SPRU00
 K-MART 8289
 333 S SPRUCE STREET
 MANTENO DIST CTR
 MANTENO, IL 60950
 Ship No:NA
 Cust PO:361724
 PRO/BL#:NA

Dated:10/01/01 Rev:P/1/A-PPD
 Consignee:RECMELRO0
 RECKITT & BENCKISER
 MAYFIELD TRANSFER
 3200 W LAKE STREET
 MELROSE PARK, IL 60160
 Driver/Carrier:X
 Pickup:10/01/01
 Arrv: : Strt: Dprt:

OP:TESSI/LP
 Bill To:BOX200000 (Posted)
 KMART %
 TRANZACT DPT 112
 P.O. BOX 2000
 SUGAR GROVE, IL 60554
 CC:4/4 Sls:000
 COD Amount -NONE-

Special Instructions: Shipper
 D/C: RC Orig:MEL Consignee
 Miles: 0 Dest:MEL (MFLD)

# Of	Commodity	H	LTL	Shipped	Rate	Actual		
Pcs	Code	Description	Z	Class	Cube	Weight	Used	Charges
		Debtor Changed From:RECBAR000	By:JOSET	On:10/02/01				
		F/B Revised By: COLLE	On: 02/27/02					
		Debtor Changed From:333SPRU00	By:COLLE	On:02/27/02				

FREIGHT RETURNED TO RECKITT AND COLEMAN 040-304-656

----- 215				----- 1,392		----- 104.68
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F6=Help F9=Exit

THIS SHIPPING ORDER

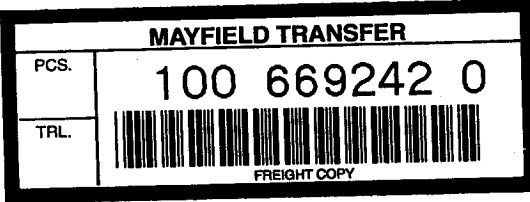
must be legibly filled in, in ink, in Indelible Pencil,
or in Carbon, and retained by the Agent

SHIPPER'S NO

RECEIVED. Subject to the classifications and lawfully filed tariffs in effect on the date of the issue of the Bill of Lading, the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route or destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

STORE NO. 8289	CONSIGNEE TO REC MELRO RECKITT & BENCKISER % TECHNICAL TRAFFIC 445 ROUTE 304 BARDONIA NY 10954	INVOICE DATE 10/1/01	CAR OR TRAILER NO. RF24822	MANIFEST	ROUTING
LOAD NO.		PRINT DATE 10/1/01	ORIGIN CARRIER MYFD	SEAL NO. 644001 644002	

NUMBER OF CARTONS	KIND OF PACKAGES, DESCRIPTION OF ARTICLES, SPECIAL MARKS & EXCEPTIONS	WEIGHT (SUB. TO COR.)	CLASS OR RATE
215	CANCEL PO PO# 361724  SHIPPED FROM: KMART CORPORATION Manteno Distribution Center Manteno, Illinois 60950 DRIVER _____ SECURITY _____ DATE _____	1392	

TOTAL CTNS 215	1. NOTE: Unless otherwise specified the above merchandise which is subject to a released or stated valuation is hereby released to that value on which the lowest tariff rate is applicable. 2. NOTE: Merchandise descriptions above contain other articles classified or rated the same or lower. MEAT AND MEAT PRODUCTS U.S. INSPECTED AND PASSED BY DEPT. OF AGRICULTURE.	*The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Consolidated Freight Classification. ** (Shipper's imprint in Lieu of stamp: not a part of bill of lading approved by the Interstate Commerce Commission.) *** If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight.	TOTAL WEIGHT 1,392	PAGE ___ OF ___
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FOR PAYMENT: ATTACH THE MEMORANDUM COPY OF THE BILL OF LADING TO THE ORIGINAL FREIGHT BILL AND MAIL TO:
KMART %
TRANZACT DPT 112
P.O. BOX 2000
SUGAR GROVE, IL. 60554
INQ:(708) 957-7543

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of consignor)
If charges are to be prepaid, write or stamp here, To be Prepaid.
Received \$ _____ PREPAID
to apply in prepayment of the charges on the property described hereon.
Agent or Cashier, _____
Per _____
Charges advanced: \$ _____
(The signature here acknowledges only the amount prepaid.)

DATE 10-01-01	ARR. TIME
START	FINISH
DRIVER CT.	STORE CT.
DAMAGE	MISLOADS
DRIVER C. Fligial	REC. CLERK
DISTRIBUTOR	

SLO