UNITED STATES BANKRUPTCY COURT **NORTHERN DISTRICT OF ILLINOIS EASTERN DIV**

Name of Debtor	Case Number
Kmart Corporation, Inc.	**02 B 2474**

Name of Creditor

XEROX **Corporation**

Name and address where notices should be sent
XEROX CORPORATION
ATTN: V.A. DAVIS
P O BOX 660506
DALLAS TX 75266-9937
Telephone number: 972-420-5963

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

FILED
APR 03 2002
CLERK - U.S. BANKRUPTCY COURT
SOUTHERN DISTRICT - ILLINOIS

THIS SPACE IF FOR COURT USE ONLY

Account or other number by which creditor identifies debtor:
99269854

Check here if claim: replaces a previously filed claim dated._____ amends

1. Basis for Claim

Goods sold
Services performed
Money loaned
Personal injury / wrongful death
Taxes
Other X

Retiree benefits as defined in 11 U.S.C. 114(a)
Wages, salaries, and compensation [fill out below]
Your SS#: _____ ____ _____
Unpaid compensation for services performed
from _____ to _____
(date) (date)

2. Date debt was incurred: [SEE ATTACHED]

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: 261.43

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
Brief Description of Collateral:
Real Estate
Motor Vehicle
Other _____
Value of Collateral: $_____

6. Unsecured Priority Claim

Check this box if you have an unsecured priority claim
Amount entitle to priority $ _____
Specify the priority of the claim
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)
Contribution to an employee benefit plan - 11 U.S.C. 507 (a) (4)
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)
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 USC 507 (a) (____),
**Amounts are subject to adjustment on 4/1/01 and every 3 years therafter with respect to cases commenced on or after the date of adjustment.*

7. Credits: The amountof 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 a promissory notes, purchase orders, invoices, itemized statements of runnig 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.

THIS SPACE IF FOR COURT USE ONLY

FILED
UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
APR 16 2002
KENNETH S. GARDNER
MAILROOM - MM

Date	Sign and print the name an title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):
03/11/2002	Sharon Ivy Sharon Ivy

AB 4-16-02 6456

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or obth. 18 U.S.C. 152 and 3571

Date: March 8, 2002
Statement of Account

Customer Name : KMART STORE #9688
Customer Number: 099269854
Serial Number : 3DG034793
Recoveries : 0.00

Invoice No	Inv Date	BN	Invoice Amount	Account Balance
086680835	01/21/02	W1	261.43	261.43

WRITE-OFF COVERSHEET

This coversheet must be attached to all Write-off packages

(Please attach the AC screen with PF5 listing customer address directly behind this coversheet / document)

A Write-off should be completed and submitted when all avenues of collections have been exhausted and the customer cannot or will not pay.

Customer Name: KMART

Write-off C[redacted]

Related Trade C/N: N/A
Or XEEP CN:

What State is the Customer Located in: NC

CBU Notification Date: N/A BANKRUPTCY

CBU Notification Sent To: "
Name

Amount of Write-off: 261.43

Adjustment to Write-off ☐

Replevin, Equipment Recovery Required ☐

Finance Information:

Noteminders billed # N/A

Noteminders Pd. # N/A

Write-off Reason Code: BNK/3BV

Equipment Inst. Date or Date of oldest invoice: 1/21/02

Cancel Date 1/2/02

Equip. Prod. Code or SUP (for supplies): 3DG-034793

XEEP C/N # N/A

Equipment Picked Up: ☑ Date: 1/2/02

Please check the type of account written off and invoices included in pkg. EBS ☑ Supplies ☐ XBS ☐ XEEP ☐

PREPARER Kathleen M. Andris Date: 2/8/02

X 1st Line Manager: $1,000-$15,000 J. Fayad Date: 2/15/02

2nd Line Manager: $15,001-$50,000 _____ Date: _____
(Fundouts any $)

CBC Controller/Sr. Operations Manager: _____ Date: _____
$50,000-$100,000

National Account Manager _____ Date: _____
(Major Accts. Any $)

CBC Vice President: >$100,000 _____ Date: _____
(Major Accts. Any $)

Sales Entity Vice President _____ Date: _____
(Major Accts. Any $)

Legal Counsel _____ Date: _____
(For Political Entity Write-offs any $)

XCS Approved L Slupik Date: 2-25-02

XCS Approved _____ Date: _____

XCS Approved _____ Date: _____

Write Off Checklist (Greater than $1,000.)
This checklist must be attached to the Write Off package

A Write-Off should be completed and submitted when all avenues of collections have been exhausted and the customer cannot or will not pay.

Customer Name: KMART

Customer Number: 099269854

Amount of Write-Off: 261.43

Please check YES or NO in the appropriate column to ensure all collection activity has taken place. If a collection step is not applicable to the w/o check N/A. Attach all AC / AH / AS screens

Collection Activity	YES	NO	N/A
Was direct customer contact established? If No, reason was: ❑ Customer has skipped ❑ Telephone disconnected without forwarding number ❑ Mail returned without forwarding address Other:	✓		
Is the Invoice(s) valid?	✓		
Was problem resolved with memo from sales/ service			✓
Was problem identified and clearly updated on text history screen?	✓		
Was problem properly elevated within customer location and within Xerox, i.e. Notification to CBO, NAM, ANAM?			✓
If payment commitment was broken, was contact re-established?			✓
Have all the related customer numbers (e.g. Trade and Financed) been researched and identified to be written off? (Needs discussion and review).	✓		
Have the appropriate administrators been notified of the write-off action? (both Trade and Finance)	✓		
Was the CBU Business Manager or if XBS account, XBS Operations Controller notified of the Write-off action? (includes notification of stop service/stop supplies). Note: This action is not required for write-offs involving bankrupt accounts.			✓
Was a final letter sent? (Not older than 45 days)			✓
Was a final call made to the decision-maker? Or were at least two attempts made to contact the decision-maker (over two business days) after sending the final letter?			✓
Was the account placed on stop service in the FWSS system and placed on a stop supplies status in APEX? (Attach FWSS Screen showing Stop Service Message and C2 screen page 2 showing COD)			✓
If Supply invoices, is POD included? If Service invoices, is Service History included?			✓
Is Executive Summary attached for w/o's over $15K [Trade] 25K [Finance]?			✓
If Chapter 11, will customer assume or reject? PREPETITION			✓
Were pre-petition invoices isolated into individual Customer Numbers?	✓		
If Chapter 7, is contract being rejected Y/N –Was machine picked-up?			✓
If Bankruptcy, is Proof of Claim Worksheet included?	✓		
Was cancellation processed?	✓		
Was CAPS Bill Code changed to X195?	✓		
Were bill outs completed for all Finance & CPC units?			✓
Is XEFP in final status?			✓
If XBS - Was machine picked-up?			✓

Fundouts: 1. Was it approved by CBC Controller or CBC Operations Manager? 2. Is the fundout letter enclosed? 3. Per process, was machine picked-up?			
Ensure all approval levels have been obtained.			

GOVT

The above action has been completed:
Administrator: Kathleen D. Andres Date: 2/8/02

X The above action has been reviewed:
First Line Manager: J. Kenyo Date: 2/15/01

☐ W/O rejected Comments:

Paperwork Requirements

$100 -$5,000 band (Almost Paperless)
with the exception of: Cost per Copy, Bankruptcy, Skip, Fund Outs, Failures

Trade	✓	Finance	✓
Batch sheet	✓	Batch sheet	
AC Screen with write off reason code and appropriate signatures [PF5 Listing custo- mer address]	✓	Write off cover sheet (FQWO screen) with reason code, notes billed and paid, and appropriate signatures	
Any relevant correspondence: Customer letters; sales / service dispute documentation; returned checks; check research; JE / DC back up And Commission Chargeback Memo		Any relevant correspondence: Customer letters; sales / service dispute documentation; returned checks; check research; JE / DC back up	

Write Offs over $5,000+,
plus all: Cost per Copy, Bankruptcy, Skips, Fund Outs, Failures

Trade	✓	Finance	✓
Batch sheet	✓	Batch sheet	
AC Screen with write off reason code and appropriate signatures [PF5 Listing customer address]	✓	Write off cover sheet (FQWO screen) with reason code, notes billed and paid, and appropriate signatures	
Executive Summary for write-off's over	✓	Executive Summary for write-off's over	

$15K (text notation is acceptable)		$25K (text notation is acceptable)	
XOA and all other documents in customer's original file	↘	XOA and all other documents in customer's original file	
Copy of reversed Promissory Note	N/A	Copy of reversed Promissory Note	
FWSS screen showing machine on DNS	N/A	FWSS screen showing machine on DNS	
Any relevant correspondence: Customer letters; sales / service dispute documentation; returned checks; check research; JE / DC back up	↘	Any relevant correspondence: Customer letters; sales / service dispute documentation; returned checks; check research; JE / DC back up	
Proof of Claim worksheet for Bankruptcies	↘	Proof of Claim worksheet for Bankruptcies	
XBS Contract XBS – Machine Picked-Up	N/A		
Commission Chargeback memo for outright sales	N/A		
Replevin letters if appropriate	N/A		
Invoices on Pooling contracts	N/A		

TO: Collection Services

FROM:

Manager, XFC Receivables

Central Operations
Customer Administration
4058/MSB2

SUBJECT:
Lost Contract File For:

DATE: FEBRUARY 8, 2002

CUSTOMER NAME	
Customer Numbers	Customer Numbers
09926985 4	

We are submitting this customer as a write-off to Collection Services. In searching for the necessary documents, we are unable to locate the purchase order/service agreement/cancellation paperwork/contract.

Kathleen M. Andris
COLLECTOR

RECEIVABLES MANAGER

```
CN 099269854 B  KMART STORE #9688     MANUAL CALL        ISOL5012 09:42 02/08/02
CRID   42MG  I                        ESTB 05/96 XNAC KMM00 BAL          261.43
PRTY         L  PRESS PF5 FOR         ASGN       TERR MTM4  PMT 01/14/02 CT  1
BR 6R2B/42M0 L  CUSTOMER ADDRESS      MOS.    MSC CMA  REAS
    INV-DATE A INVOICE-# CD  INVOICE-AMT  S/N - S/O#  P.O.#-XREF CUST(PF9) BILL
1   01/21/02   086680835 21       261.43  3DG-034793  TH1675               5W13
```

```
02/08  KH6624-************ WRITE OFF ************ BNK *************** SUB
       MIT THIS ACCOUNT TO XCS FOR WRITE OFF DUE TO CHAPTER 11 FILING ON 01/22/
02/08  02. THE BILLED ITEMS ON THE OPEN INVOICES ON THIS ACCOUNT ARE COVERED UN
       DER THE PRE PETITION TIME PERIOD.
02/06  KH6624-REC'D COPY OF CHAPTER 11 FILING FOR KMART, FILED WITH THE U S BAN
       KRUPTCY COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION. A
02/08  KH6624

F/U: 0331 BNKRP K      A/P:  PN    -   -   -      NM
     MMDD NOTES U      USER: PN    -   -   -      NM
LTR:          SI: X    PUR:  PN    -   -   -      NM
ACT    KEY                                              PAGE 01
```

C/N 099269854 A/R TEXT HISTORY ISOL5015 09:42 02/08/02
KMART STORE #9688 CRID 42MG PRIORITY #
C/N
02/08 KH6624-********** WRITE OFF ********** BNK ********** SUB
MIT THIS ACCOUNT TO XCS FOR WRITE OFF DUE TO CHAPTER 11 FILING ON 01/22/
02/08 02. THE BILLED ITEMS ON THE OPEN INVOICES ON THIS ACCOUNT ARE COVERED UN
DER THE PRE PETITION TIME PERIOD.
02/06 KH6624-REC'D COPY OF CHAPTER 11 FILING FOR KMART, FILED WITH THE U S BAN
KRUPTCY COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION. A
02/06 CTUAL PACKET RECEIVED BY FAX 01/31/02, FAXED FROM KMART VENDOR RELATIONS
@ 877-453-5693
01/09 3DG03479304/CUSTOMER NO LONGER HAS MACHINE JUDY AT (252) 633-0600 EXT. 0
000: MACHINE REMOVED 2 1/2 WEAKS AGO PER JUDY GAUTIER
01/03 X06623-REC'D EMAIL FROM OTI OF PENDING P/U OF S/N 3DG-034793 12/28/01
12/12* KH6624- ********ALL FUTURE TEXT FOR KMART ACCOUNTS TO BE UPDATED ON MAIN
C/N 307428912 DUE TO LARGE VOLUMN OF CUSTOMER ACCOUNTS**********
12/12* ONLY TEXT SPECIFIC TO AN ACCOUNT WILL BE UPDATED ON THESPECIFIC ACCOUNT*
****
KH6624
MMDD

ACT KEY PAGE 01 MORE

C/N 099269854 A/R TEXT HISTORY ISOL5015 09:42 02/08/02
KMART STORE #9688 CRID 42MG PRIORITY #
C/N
08/11 X06623-****CUSTOMER ACCOUNTS UNDER RESEARCH////NO DIRECT CONTACT WILL BE MADE TO THE CUSTOMER UNTIL RESEARCH IS COMPLETED*****

KH6624
MMDD

ACT KEY

C/N 099269854 CRID 42MG A/R ACCOUNT SUMMARY ISOL5010 09:42 02/08/02

KMART STORE #9688 OUTSTDG BAL 261.43

BRN 42M0 XNAC KMM00 PMT1 01/14/02 DEALER

TER MTM4 ESTB 05/96 PMT2 11/28/01

D/U MTM4 SALE 01/21/02 PMT3 10/05/01

FEB: PRIORITY REAS

JAN: PRIORITY 99700 REAS 21

DEC: PRIORITY REAS

AGING:	DEBIT	CREDIT	NET AMT
TOT	261.43		261.43
CURR MO			
0-30	261		261
31-60			
61-90			
91-120			
121-150			
151-180			
60+			
180+			
331-360			
360+			

ACT KEY

CURRENT YEAR:	
BEG BAL	74.44
PMT ON BB	74.44
SALES	261.43
PMT CYSLS	
JE ADJ	
ACCOM CR	
CK REFUND	
DISCOUNTS	
UNERN DIS	
RET CKS	
WRITE-OFF:	
NM:	
YTD AMT	
ACCUM AMT	
PRIOR YEAR:	
SALES	878.25
PAYMENTS	886.90
DISCOUNTS	
JE ADJ	
ACCOM CR	

```
PRIVATE DATA                EQUIPMENT INFORMATION              DATE 02/07/02 18:39
TRANS ISTF5810                SERIAL # 3DG034793             SCREEN SWITCH    /
                                                                          PAGE 0001
MF SN-M 3DG034793     CUSTOMER #  099269854 XEEP CUST #              L/L INIT
MARKET CD             CURRENT STATUS    002 OLD STATUS       024  CHARGE TO  M466
MRKT CD V/L           STATUS DT    01/11/02 LST ACTIV  01/11/02  SUBLOC      ESSO
ORDER #               ORDER TYPE            CONDIT CD        06  SHIP TO BR M466
BILL CD/MT            ORDER DATE            MTR SRC CD           SHIP FR BR T603
SW BILL CD       CTRL REF                       PRACH            MSC          CMA
MA BILL CD/MT         FSMA FEED IND     MAINT ASSUR DT           CO-TERM MO
ORIG REV DT           QDI       MPA #         BID #              INS EMP#
INSTALL DT            CONTR EXP DT            SUMM OV IND        ORD EMP#
WARR EXP DT           SW WARR EXP DT          LINK CN-INV GRP #             -
CONVER DT             NTWK ID/TYP            /     CLUSTR ID/TYP            /
CANC CD/DT 98 /           POOL ID/TYP          /     MRC/FEED      /       ESP
CONTR/TYPE            /   GRP/GRP SUM     /   XBS CONT/AMEND            /
LAST MF ATTACHED TO           LAST MRKT CD          INTRM CD/DATE   /
INST NAME/  KMART STORE #9688
 ADDRESS    3100 HWY 17 SOUTH      NEW BERN          NC  ZIP CODE  28562
PHN# (     )           EXT             REF  RFSCP011102           PCB
PHYS: STAT   002   STAT DT  01/11/02  BUDG  M466  PHY MTR     REF M/F
PRC CD   FIN BON GDS   WRKSHT        /     CPC IND   CPC CD   FIN PLN   SBI
INQUIRY COMPLETE                        NO ADDITIONAL ACCESSORIES
```

```
SN 3DG034793  CN 099269854  **CUSTOMER BILL RECORD**  ISCB2100   09:09 02/08/02
ADID X09955          LOC 4058  NM JUDY                        PN 252 633 0600 0000
MKT CD 5328ZT     M     XNC KMM00  * KMART STORE #9688     *
BC 5W13-1 SYS 238 INST  05/08/96  B                        S
EFF   06/01/99 ORD    04/19/96    I                        H
LMRD  01/02/02 C-EXP  05/30/02    L 3100 HWY 17 SOUTH      I
LMBD  01/21/02 CID    05/30/02    L NEW BERN           NC  P
MTR 1  0130599 FYOX               *                 28562  *
    2          TR       SL        SI           PG     CPC   RPO
    3          FLP-IND  - - -     PO1 TH1675              EXP 05/30/04 POR   MP
    4          FLP-DT             PO2                     EXP          POR   PD 2
MBTD  11/30/01 BBTD   01/01/02    P1R                     EXP          AM    EX
UNBIL 00-01-01 ABTD               P2R                     EXP          PIC E
C/S C 01/02/02 T-EXP              SR  ACCT #5123            ICP   ACC SN    T M P
MCER           SAD                FG   CONT                 PBC
STORED READS   ECO    01/02/02    CLUS                SOC   BFC
BATCH          F/M    01/03/02    CID                 BSI   MFC
MRD            E/S                TRANS                SH   BRO L
MTR 1          ADJ                IMO   LINK              MSI O CCI     CURR  PREV
    2          PCD                RB 6R2B UGI    CEC   PGC 1 TLE    BRN 6R2B  6R2B
    3          LRD                   DROPPED AS OF 01               TER MTM4  RCL6
    4          FMB 000 PTR 035                                      D/U MTM4  RLC6
ACT     KEY                       THIS CN HAS LESS THAN 10 SN          PG 1 MORE
```

PRIVATE DATA CUSTOMER TO MACHINE CROSS REFERENCE DATE 02/07/02 18:17
TRANS ISTF5820 SCREEN SWITCH /
CUSTOMER # 099269854 PAGE 0001
MAINFRAME #
CUSTOMER NAME CUSTOMER ADDRESS
KMART STORE #9688
3100 HWY 17 SOUTH NEW BERN NC 28562

MF-MAJ PC STAT ACC-COMPNT STAT ACC-COMPNT STAT ACC-COMPNT STAT ACC-COMPNT STAT

NO MACHINES INSTALLED

TO. Collection Services

FROM:

Manager, XFC Receivables

Central Operations
Customer Administration
4058/MSB2

SUBJECT:
Lost Contract File For:

DATE: FEBRUARY 8, 2002

CUSTOMER NAME	
Customer Numbers	Customer Numbers
099269854	

We are submitting this customer as a write-off to Collection Services. In searching for the necessary documents, we are unable to locate the purchase order/service agreement/cancellation paperwork/contract.

Kathleen M. Andris
COLLECTOR

Joyce Bonci
RECEIVABLES MANAGER

EXHIBIT I – PROOF OF CLAIM WORKSHEET

Customer Name: KMART

Customer Address: 3100 W. BIG BEAVER RD.
TROY, MI
48084

Customer Number(s): 099269854 Serial Numbers 3DG-034793

- Date of Filing Bankruptcy Petition: JANUARY 22, 2002
- Bankruptcy Case #: 02 B 2474
- Chapter Filed: 11
- Name of Court: US BANKRUPTCY COURT
- Address of Court: FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION
- Bankruptcy Judge SUSAN PIERSON SONDERBY
- Trustee appointed: (Yes) No
  - → Trustees Name: JOANNE BURNES
  - → Address of Trustee:
  - → Phone # of Trustee 312-886-5785

Attorney for Debtor J. ERIC IVESTER
Law Firm Name SKADDEN ARPS, SLATE, MEAGHER & FLOM
Address of Debtors Attorney 333 W. WACKER DR SUITE 2100
CHICAGO, IL 60606-1285

Phone # of Attorney 312-407-0501

- **Bankruptcy Notice Attached:** (Yes) No
- **Equipment Status** Installed (Removed)
- **Contract Status: Customer will** Assume Reject N/A PREPETITION
- **Total Outstanding Balance (all customer numbers)**

COMMENTS:

Kmart
Vendor Relations Call Center

Fax

To:	Kathy Andeis	From:	Kmart Vendor Relations Call Center
Company Name:		Fax:	(246) – 453 - 7080
Fax:	773-380-3713	Phone:	(877) - 453 - 5693
Phone:	773-867-5279	Pages:	2
Re:		Date:	2-6-02

☑ Urgent ☑ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Kmart filed for protection under Chapter 11 of the U.S. Bankruptcy Code on January 22, 2002.

The Northern District of Illinois Bankruptcy Court's Website maintains all documents related to this case.

Website: http://www.ilnb.uscourts.gov

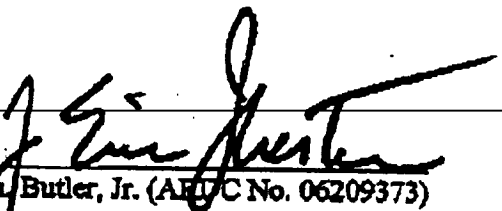
Case Number: 02B - 02474

Comments:

WHEREFORE, the Debtors respectfully request that this Court enter an order (i) authorizing (a) continued maintenance of existing bank accounts, (b) continued use of existing business forms, (c) continued use of the existing cash management system, (d) continuance of intercompany transactions with non-debtor affiliates; and (e) waiving the investment and deposit guidelines of section 345(b) of the Bankruptcy Code; and (ii) granting such other and further relief as is just and proper.

Dated: Chicago, Illinois
January 22, 2002

Respectfully Submitted,



By: _____
John Wm. Butler, Jr. (ARDC No. 06209373)
J. Eric Ivester (ARDC No. 06215581)
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM (ILLINOIS)
333 West Wacker Drive, Suite 2100
Chicago, Illinois 60606-1285
(312) 407-0501

Attorneys for Debtors and
Debtors-in-Possession

Kmart Vendor Relation Call Center

Fax

To: Kathy Kadris	**From:** Kmart Vendor Relationship Call Center
Company Name: Xerox	**Fax:** (248) 463-7060
Fax: 773-380-3713	**Phone:** (877) 453-5693
Phone: 773-867-5279	**Pages:**
Re: Bankruptcy Verification	**Date:** 1/31/02

☑ **Urgent** ☑ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

Kmart filed for protection under Chapter 11 of the U.S. Bankruptcy Code on January 22, 2002.

The Northern District of Illinois Bankruptcy Court's Website maintains all documents related to this case.

Website: http://www.ilnb.uscourts.gov

Case Number: 02B-02474

Comments: Here is the DIP financing order to verify our chapter 11 filing.

EOD JAN 25 2002

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:	:	Chapter 11
Kmart Corporation, Inc., et al,	:	Case Nos. 02 B 2474 (Jointly Administered)
Debtors.	:	

ORDER APPROVING DIP CREDIT AGREEMENT AND RELATED DOCUMENTS

Upon the Interim Order (I) Authorizing Debtors to Obtain Post-Petition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362, 364(c)(1), 364(c)(2) and 364(c)(3) and (II) Scheduling A Final Hearing Pursuant to Bankruptcy Rule 4001(c), dated January 22, 2002 (together with the Commitment Letter and Term Sheet appended thereto, the "Interim Order"), and upon the motion (the "Motion"), dated January 22, 2002, of Kmart Corporation, as a debtor and debtor-in-possession (the "Borrower"), and the Guarantors listed on Schedule I thereto, each as a debtor and debtor-in-possession (hereinafter referred to collectively as the "Guarantors"; and together with the Borrower, the "Debtors") for entry of the Interim Order, and upon the evidence and record adduced at the January 22, 2002 hearing on the Motion, and upon the filing of executed copies of the DIP Credit Agreement[1] and Documents with this Court on January 25, 2002, and after due deliberation and consideration and sufficient cause appearing therefor;

IT IS HEREBY DETERMINED, ORDERED AND ADJUDGED that:

1. The DIP Credit Agreement and Documents are hereby approved and incorporated by this reference into the Interim Order.

121

2. All Preliminary Borrowings constitute Loans under the Documents and the Interim Order.

3. Pursuant to the Interim Order, the Debtors are expressly authorized to (i) do and perform all acts, to make, execute and deliver all instruments and documents as may be reasonably required by the Post-Petition Lenders in connection with the DIP Credit Agreement (including the payment of all fees, expenses and costs required or necessary in connection therewith) and (ii) borrow, obtain letters of credit and incur overdrafts and related liabilities pursuant to the DIP Credit Agreement.

4. Paragraphs 5 and 7(a) of the Interim Order are hereby modified solely for the period commencing on the Filing Date and ending upon entry of a Final Order. The modification grants to Bank One pari passu Superpriority Claims and DIP Liens and claims with respect to certain post-Filing Date overdrafts and related liabilities as specifically set forth below in italics:

> 5. Post-Petition Superpriority Claims. For all of the Debtors' Obligations arising under and in connection with the Post-Petition Financing and the Documents (and *for the period commencing on the Filing Date and ending upon entry of the Final Order, solely* in respect of overdrafts and related *post-Filing Date* liabilities *arising from treasury, depository and cash management services or in connection with any automated clearing house transfers* referred to in Section 6.03(vii) of the DIP Credit Agreement, owing to *(i)* JPMorgan Chase or to any other institution that is a "Bank" under the DIP Credit Agreement or to any of their respective banking affiliates, pari passu with such Obligations to the extent such overdrafts and related liabilities do not exceed *$10,000,000* and junior to such obligations to the extent such overdrafts and related liabilities are in excess of *$10,000,000 and (ii) Bank One or its Banking affiliates, pari passu with such Obligations to the extent such overdrafts and related liabilities do not exceed $190,000,000 and junior to such Obligations to the extent such overdrafts and*

[1] Capitalized terms not otherwise defined herein shall have the meaning set forth in the Interim Order which is incorporated in and made part of this Order as if fully set forth herein.

related liabilities are in excess of $190,000,000), the Post-Petition Agent and the DIP Lenders are granted pursuant to ~~the Post-Petition Agent and the DIP Lenders are granted pursuant to~~ Section 364(c)(1) of the Code an allowed superpriority claim (which allowed superpriority claim shall be payable from and have recourse to all property of the Debtors' estates and the proceeds thereof) with priority over any and all administrative expenses of the kind specified in Sections 503(b) and 507(b) of the Code, and over any and all administrative expenses or other claims under sections 105, 326, 328, 330, 331, 502(b), 506(c), 507(a) and 726 of the Code and including administration expenses arising under or out of any superseding proceeding under chapter 7 of the Bankruptcy Code (collectively, the "Superpriority Claim"), subject only to (i) in the event of the occurrence and during the continuance of an Event of Default (as defined in the DIP Credit Agreement), the payment of allowed and unpaid professional fees and disbursements incurred or accrued by the Debtors and by any statutory committees (each, a "Committee") appointed in the Debtors' Chapter 11 cases (the "Cases") in an aggregate amount ~~not in excess of $5,000,000 (plus all unpaid professional fees and~~ disbursements incurred or accrued prior to the occurrence of an Event of Default to the extent allowed by the Bankruptcy Court) pursuant to sections 330 and 331 of the Bankruptcy Code) and (ii) the payment of fees pursuant to 28 U.S.C. §1930 and to the Clerk of the Court ((i) and (ii) are hereinafter, collectively, the "Carve-Out"). The Carve-Out may not be asserted by any party other than in the event of the occurrence and during the continuance of an Event of Default that has not been waived in writing or cured and the Carve-Out may not be used to fund litigation against the Post-Petition Agent or any of the Banks. Nothing herein shall be construed to impair the ability of any party to object to any of the fees, expenses, reimbursement or compensation described above.

7. DIP Liens.

(a) As security for all of the Obligations arising under the Post-Petition Financing and the Documents (and *for the period commencing on the Filing Date and ending upon entry of the Final Order, solely* in respect of overdrafts and related *post-Filing Date* liabilities *arising from treasury, depository and cash management services or in connection with any automated clearing house transfers* referred to in Section 6.03(vii) of the DIP Credit Agreement owing to *(i)* JPMorgan Chase or to any other institution that is a "Bank" under the DIP Credit Agreement or any of their respective banking affiliates, pari passu with the security for such Obligations to the extent such overdrafts and related liabilities do not exceed *$10,000,000* and junior to such security to the extent such overdrafts and related liabilities are in excess of *$10,000,000*

and (ii) Bank One or its Banking affiliates, pari passu with such Obligations to the extent such overdrafts and related liabilities do not exceed $190,000,000 and junior to such Obligations to the extent such overdrafts and related liabilities are in excess of $190,000,000), the Post-Petition Agent and *Bank One* on behalf of the DIP Lenders is hereby granted (effective as of the Filing Date and without the necessity of the execution or recordation of mortgages, security agreements, pledge agreements, financing statements, notices of lien or similar instruments in any jurisdiction or of the taking of any other action in order to validate and perfect the security interests and liens granted pursuant to this Order and the Documents) (x) pursuant to Section 364(c)(2) of the Code, perfected first priority security interests in and liens upon all pre- and post-petition property of the Debtors and their estates, whether existing on the Petition Date or thereafter acquired, that, on or as of the Petition Date, is not subject to valid, perfected and non-avoidable liens (collectively, the "Unencumbered Property"), including, without limitation, cash, inventory, accounts receivable, other rights to payment whether arising before or after the Filing Date, contracts, property, plant, equipment, general intangibles, instruments, real property, patents, copyrights, trademarks, trade names, other intellectual property, capital stock of and membership interests in subsidiaries, and the proceeds of all the foregoing (limited, in the case of leasehold interests, to the proceeds received on the sale, disposition or termination thereof), and (y) pursuant to Section 364(c)(3) of the Code, perfected junior priority security interests in and liens upon all pre- and post-petition property of the Debtors and their estates, whether now existing or hereafter acquired, that is subject to valid, perfected and non-avoidable liens in existence on the Filing Date or to valid and unavoidable liens in existence on the Filing Date that are perfected subsequent to the Filing Date as permitted by Section 546(b) of the Code (limited, in the case of leasehold interests, to the proceeds received on the sale, disposition or termination thereof). Unencumbered Property shall exclude the Debtors' claims and causes of action under Sections 502(d), 544, 545, 547, 548, 549, 550 or 551 of the Code, or any other avoidance actions under the Code, and the Debtors shall not be required to pledge to the Post-Petition Agent in excess of 65% of the capital stock of any entity that is a controlled foreign corporation under Section 957 of the Internal Revenue Code.

5. The list of Guarantors referred to in the Interim Order, but inadvertently not attached thereto, is attached hereto as Schedule 1 and is incorporated by reference into the Interim Order as if originally annexed thereto.

Dated: Chicago, Illinois
January 15, 2002.

UNITED STATES BANKRUPTCY JUDGE

SCHEDULE 1

GUARANTORS

1. Kmart Corporation of Illinois, Inc.
2. Kmart of Indiana
3. Kmart of Pennsylvania LP
4. Kmart of Texas L.P.
5. Kmart of North Carolina LLC
6. Big Beaver of Florida Development, LLC
7. Bluelight.com LLC
8. Kmart Michigan Property Services, L.L.C.
9. TC Group I LLC
10. Troy CMBS Property, L.L.C.
11. Big Beaver Development Corporation
12. Big Beaver of Caguas Development Corporation
13. Big Beaver of Guaynabo Development Corporation
14. BlueLight.com, Inc.
15. Kmart Holdings, Inc.
16. Kmart of Amsterdam, NY Distribution Center, Inc.
17. Kmart Stores of Indiana, Inc.
18. Kmart of Michigan, Inc.
19. Kmart Stores of TNCP, Inc.
20. Kmart Overseas Corporation
21. JAF, Inc.
22. VTA, Inc.
23. Big Beaver of Caguas Development Corporation II
24. Big Beaver of Carolina Development Corporation
25. Kmart Pharmacies, Inc.
26. Kmart Pharmacies of Minnesota, Inc.
27. Builders Square, Inc.
28. Kmart CMBS Financing, Inc.
29. Kmart International Services, Inc.
30. PMB, Inc.
31. Sourcing & Technical Services, Inc.
32. ILJ, Inc.
33. STI Merchandising, Inc.
34. KBL Holding Inc.
35. KLC Inc.

Andris, Kathlene

From: Delabbio, Donald S
Sent: Monday, December 10, 2001 2:07 PM
To: Andris, Kathlene
Subject: FW: Cancellation Letter

copier removal letter.doc

Xerox removal list.xls

-----Original Message-----
From: Engman, Sandy [mailto:SEngman@kmart.com]
Sent: Monday, December 10, 2001 2:25 PM
To: 'don.delabbio@usa.xerox.com'
Subject: Cancellation Letter

Don,

Here is the cancellation letter, that was faxed over on 10/23/01.

<<copier removal letter.doc>> <<Xerox removal list.xls>>

Sandy Engman
Supply Purchasing
(248) 463-3104 office
(248) 614-1927 fax
sengman@kmart.com

Store	City	State	Model	Serial #
3000	MARQUETTE	MI	5021	OMW-45187
3009	TRAVERSE CITY	MI	5328	3DG-034601
3010	NEWARK	CA	5328	3DG-034388
3013	CLEVELAND	OH	5021	0MW-036646
3014	PHOENIX	AZ	5328	3DG-033896
3018	VALENCIA	CA	5328	3DG-033973
3026	NORRISTOWN	PA	5021	OMW-114178
3028	FEASTERVILLE	PA	5021	OMW-114181
3029	ERLANGER	KY	5328	3DG-034787
3040	HYANNIS	MA	5328	3DG-034679
3048	STATE COLLEGE	PA	5328	3DG-034363
3049	FORT DODGE	IA	5328	3DG-034122
3051	WARMINSTER	PA	5021	OMW-45461
3067	SAND SPRINGS	OK	5021	0MW-114292
3069	FLINT	MI	5328	3DG-034528
3077	BURLINGTON	NJ	5021	OMW-114673
3080	CHARLESTON	SC	5021	0MW-114680
3082	DOTHAN	AL	5328	3DG-034791
3084	NASHVILLE	TN	5021	0MW-114469
3087	MANCHESTER	NH	5328	3DG-035295
3096	OREM	UT	5021	0MW-029369
3097	COUNCIL BLUFFS	IA	5328	3DG-034295
3098	DANVERS	MA	5328	3DG-034625
3100	DAYTON	OH	5021	0MW-114589
3102	YORK	PA	5021	OMW-114149
3103	PADUCAH	KY	5328	3DG-034498
3110	RENO	NV	5021	0MW-109178
3114	PINE BLUFFS	AR	5328	3DG-034824
3115	DE WITT	NY	5021	0MW-114616
3122	NEWPORT NEWS	VA	5021	OMW-114464
3138	MILFORD	MA	5328	3DG-034989
3143	JACKSON	TN	5021	0MW-114472
3144	NAPLES	FL	5328	3DG-034471
3149	BROOMALL	PA	5328	3DG-034387
3159	FARMINGTON	MI	5328	3DG-034558
3162	YUBA CITY	CA	5328	3DG-034272
3167	BALTIMORE	MD	5328	3DG-034336
3171	PUEBLO	CO	5328	3DG-034653
3172	HAGERSTOWN	MD	5328	3DG-034651
3174	STOCKTON	CA	5328	3DG-034278
3177	WEST LAFAYETTE	IN	5328	3DG-034599
3183	JOHNSTOWN	PA	5021	OMW-114578
3192	DALLAS	TX	5021	0MW-045508
3196	POTTSTOWN	PA	5021	OMW-114180
3197	KALAMAZOO	MI	5328	3DG-034555
3198	ST ALBANS	WV	5328	3DG-028777
3201	STATEN ISLAND	NY	5328	3DG-036026
3202	WESTWOOD	NJ	5021	0MW-114276
3206	RICHMOND	VA	5021	OMW-114265
3218	PARKERSBURG	WV	5021	0MW-114642
3220	VIENNA	WV	5021	0MW-114645
3229	BALTIMORE	MD	5328	3DG-034706
3234	WESTLAKE	OH	5021	0MW-114364
3235	W. COVINA	CA	5328	3DG-034273
3250	WESTERVILLE	OH	5328	3DG-034695
3253	ASHVILLE	NC	5328	3DG-034825

3254	FORT WAYNE	IN	5328	3DG-030684
3259	TRENTON	NJ	5328	3DG-034530
3262	ROSEVILLE	MI	5328	3DG-034559
3264	MOOSIC	PA	5021	OMW-114625
3283	MILFORD	OH	5328	3DG-034806
3285	RAYNHAM	MA	5328	3DG-034664
3294	GREENSBORO	NC	5328	3DG-034673
3295	ROCHESTER	NY	5021	0MW-114439
3297	NASHVILLE	TN	5021	0MW-114476
3299	CINCINNATI	OH	5021	0MW-114624
3304	TEMPE	AZ	5328	3DG-030961
3327	STERLING HEIGHTS	MI	5328	3DG-034622
3329	HUDSON	FL	5328	3DG-034441
3336	RICHMOND	VA	5021	OMW-114227
3338	GAHANNA	OH	5021	0MW-114605
3350	MOORESTOWN	NJ	5328	3DG-035434
3352	LIVERPOOL	NY	5021	0MW-114571
3355	PANAMA CITY	FL	5328	3DG-033932
3361	ALLENTOWN	PA	5021	0MW-114607
3365	NORFOLK	VA	5021	OMW-044132
3372	POUGHKEEPSIE	NY	5021	0MW-113327
3393	GLASSBORO	NJ	5021	0MW-045507
3396	POUGHKEEPSIE	NY	5021	0MW-113313
3401	FALL RIVER	MA	5328	3DG-034420
3403	PHOENIX	AZ	5328	3DG-030578
3416	LANCASTER	PA	5021	0MW-114617
3426	SHARONVILLE	OH	5021	0MW-114649
3434	DELRAN	NJ	5021	OMW-114705
3436	ROCHESTER	NY	5328	3DG-026243
3438	AVENEL	NJ	5328	3DG-033731
3440	PICO RIVERA	CA	5328	3DG-035270
3443	SEATTLE	WA	5334	OU2-037012
3446	ASHLAND	KY	5328	3DG-034815
3455	MIDDLETOWN	OH	5021	0MW-114636
3460	FLOURTOWN	PA	5021	0MW-045720
3478	ORLANDO	FL	5328	3DG-034477
3480	PANNSAUKEN	NJ	5021	0MW-114668
3484	ELKVIEW	WV	5021	0MW-114647
3496	BATTLE CREEK	MI	5328	3DG-034532
3497	HOUSTON	TX	5021	0MW-114659
3501	PETALUMA	CA	5328	3DG-034244
3507	CINCINNATI	OH	5021	0MW-114614
3508	EDWARDSVILLE	IL	5328	3DG-034775
3509	RANDALLSTOWN	MD	5328	3DG-034703
3515	OAK LAWN	IL	5328	3DG-034614
3524	CLOSTER	NJ	5021	0MW-11472
3527	PHILADELPHIA	PA	5021	0MW-114183
3529	PITTSBURGH	PA	5328	3DG-034939
3530	ORLANDO	FL	5328	3DG-034412
3531	PINOLE	CA	5328	3DG-033956
3561	BENSALEM	PA	5328	3DG-034098
3565	SACRAMENTO	CA	5328	3DG-034256
3569	CLAREMONT	NH	5328	3DG-034708
3578	AUSTIN	MN	5328	3DG-035818
3579	SPRINGFIELD	MO	5328	3DG-034488
3582	CLOVIS	CA	5328	3DG-025068
3589	CLEVELAND	OH	5021	0MW-114283
3592	LAS VEGAS	NV	5021	0MW-045414

3595	SAN MATEO	CA	5328	3DG-034276
3600	SCHENECTADY	NY	5328	3DG-035046
3603	NEW PORT RICHEY	FL	5328	3DG-030894
3609	OLDSMAR	FL	5328	3DG-034357
3615	MIAMI	FL	5328	3DG-034403
3627	LITTLETON	CO	5328	3DG-026990
3630	NASHUA	NH	5021	0MW-114479
3647	HOUSTON	TX	5021	0MW-114654
3649	BURLESON	TX	5021	0MW-114270
3660	JONESBORO	GA	5328	3DG-033713
3662	HOLLAND	MI	5328	3DG-034653
3667	RALEIGH	NC	5328	3DG-034699
3673	SMYRNA	GA	5328	3DG-034646
3675	COLUMBUS	GA	5328	3DG-026165
3683	CORAL SPRINGS	FL	5328	3DG-034431
3685	CARTERSVILLE	GA	5328	3DG-034606
3687	CLEVELAND	OH	5021	0MW-040464
3692	OCONOMOWOC	WI	5021	0MW-114827
3695	SIERRA VISTA	AZ	5328	3DG-032220
3703	FRANKLIN	TN	5021	0MW-114458
3705	WISE	VA	5021	0MW-045440
3710	ROCHESTER	PA	5021	0MW-114569
3716	HERMITAGE	TN	5021	0MW-114468
3720	WILLIAMSBURG	MI	5328	3DG-034562
3722	BURLINGTON	WA	5021	0MW-046123
3723	WHITE LAKE	MI	5328	3DG-034840
3727	NEW BRAUNFELS	TX	5021	0MW-114286
3735	CHIPPEWA FALLS	WI	5021	0MW-114597
3737	DOYLESTOWN	PA	5328	3DG-034386
3740	DELAVAN	WI	5021	0MW-045114
3742	CHESAPEAKE	VA	5021	0MW-111126
3747	JACKSONVILLE BEACH	FL	5328	3DG-030902
3750	WAUPACA	WI	5021	0MW-114832
3751	JOLIET	IL	5328	3DG-034770
3752	LAURENBURG	NC	5021	0MW-045675
3754	MARTINSVILLE	VA	5021	0MW-114303
3756	HAMILTON	OH	5021	0MW-114475
3758	COLLINSVILLE	IL	5328	3DG-034465
3759	BALLWIN	MO	5328	3DG-034624
3763	MURRELLS INLET	SC	5021	0MW-114681
3764	LOS BANOS	CA	5328	3DG-032659
3765	PROVO	UT	5021	0MW-045148
3767	SPRINGFIELD	OH	5021	OMW-114575
3769	SHAWANO	WI	5328	3DG-034394
3771	AUSTIN	TX	5021	0MW-114447
3773	GREENVILLE	TN	5328	3DG-025824
3777	DUNDAS	MN	5328	3DG-034151
3778	FAIRMONT	MN	5328	3DG-031713
3782	SPRINGFIELD	TN	5021	0MW-114488
3787	PHILLIPSBURG	NJ	5021	0MW-045111
3798	HYATTSVILLE	MD	5328	3DG-034717
3799	LAUREL	MD	5328	3DG-034672
3805	BIG RAPIDS	MI	5328	3DG-031496
3810	WILLOW STREET	PA	5328	3DG-035772
3823	JASPER	IN	5328	3DG-034794
3832	IRONWOOD	MI	5328	3DG-034844
3834	BURBANK	CA	5328	3DG-033905
3855	ANTELOPE	CA	5328	3DG-033846

3876	ATHENS	TN	5328	3DG-034125
3879	BRAINTREE	MA	5328	3DG-031339
3882	MAYAGUEZ	PR	5328	3DG-034353
3924	SHOW LOW	AZ	5328	3DG-026107
3930	FAIRFIELD	AL	5328	3DG-033736
3935	IRVING	TX	5328	3DG-035033
3976	VIRGINIA BEACH	VA	5328	3DG-035647
4007	COMMERCE	CA	5328	3DG-033978
4022	GRAND FORKS	ND	5021	0MW-114191
4030	DANVILLE	IL	5328	3DG-034768
4035	ANDERSON	IN	5328	3DG-034499
4039	SOUTH BEND	IN	5328	3DG-034514
4041	SIOUX FALLS	SD	5021	0MW-114621
4043	COLUMBIA	SC	5328	3DG-034069
4047	COSTA MESA	CA	5328	3DG-033869
4054	NEW KENSINGTON	PA	5021	0MW-114579
4057	FARGO	ND	5334	0U2-060225
4059	TAYLOR	MI	5328	3DG-034510
4062	DANVILLE	VA	5021	0MW-114226
4065	BATTLE CREEK	MI	5328	3DG-034508
4066	JACKSON	MI	5328	3DG-034192
4074	SOUTHFIELD	MI	5328	3DG-034509
4081	BELLEVUE	WA	5021	0MW-042909
4089	LA CROSSE	WI	5328	3DG-035303
4090	CHARLOTTESVILLE	VA	5021	0MW-114300
4095	JOLIET	IL	5328	3DG-034763
4096	SAGINAWS	MI	5328	3DG-034560
4100	LOMBARD	IL	5328	3DG-034830
4112	ASHEVILLE	NC	5328	3DG-034851
4117	SACRAMENTO	CA	5328	3DG-034257
4136	ALBUQUERQUE	NM	5328	3DG-033958
4150	ALTOONA	PA	5021	0MW-114606
4151	SPARKS	NV	5021	0MW-044842
4152	MISHAWAKA	IN	5328	3DG-034503
4160	DES MOINES	IA	5328	3DG-034519
4166	TOLEDO	OH	5021	0MW-035207
4168	OREGON	OH	5021	0MW-043683
4177	ST. CLAIR SHORES	MI	5328	3DG-034557
4178	TACOMA	WA	5328	3DG-025109
4179	DAYTON	OH	5021	0MW-114603
4180	LOUISVILLE	KY	5328	3DG-034716
4208	EDMONDS	WA	5021	0MW-044910
4212	MANASSAS	VA	5328	3DG-026069
4219	GREEN BAY	WI	5021	0MW-114807
4224	DENVER	CO	5328	3DG-034611
4228	WHEELING	IL	5328	3DG-034827
4229	AUSTINTOWN	OH	5328	3DG-035729
4232	LEXINGTON	KY	5328	3DG-034682
4233	BOARDMAN	OH	5021	0MW-045660
4240	NORTHBRIDGE	CA	5328	3DG-031806
4245	TAMPA	FL	5328	3DG-035173
4253	TACOMA	WA	5021	0MW-044837
4255	JANESVILLE	WI	5021	0MW-114489
4257	MIDDLEBURG HEIGHTS	OH	5021	0MW-109122
4270	ST. LOUIS	MO	5328	3DG-034190
4281	COVINA	CA	5328	3DG-034309
4289	CEDAR RAPIDS	IA	5328	3DG-034423
4301	LIMA	OH	5021	0MW-114828

4312	HUNTSVILLE	AL	5328	3DG-026210
4331	WATERFORD	MI	5328	3DG-034517
4332	COLORADO SPRING	CO	5328	3DG-034655
4334	ERIE	PA	5328	3DG-034191
4343	WEST PALM BEACH	FL	5328	3DG-034487
4349	REDWOOD CITY	CA	5328	3DG-034262
4351	ROCHESTER	MN	5328	3DG-034414
4353	MINOT	ND	5021	0MW-114299
4364	BAKERSFIELD	CA	5328	3DG-034767
4371	SANTA MARIA	CA	5328	3DG-034237
4375	PEKIN	IL	5328	3DG-034766
4390	ORLANDO	FL	5328	3DG-034454
4395	CUDAHY	WI	5021	0MW-114567
4397	DOVER	NJ	5021	0MW-114567
4406	MILWAUKIE	WI	5021	0MW-030197
4408	SACAMENTO	CA	5014	02U-420966
4408	SACAMENTO	CA	5328	3DG-026363
4408	SACAMENTO	CA	5334	0U2-059070
4409	SCOTIA	NY	5021	0MW-045543
4416	URBANA	IL	5328	3DG-034734
4421	NORTH HOLLYWOOD	CA	5328	3DG-033912
4422	CHESAPEAKE	OH	5328	3DG-034371
4423	ROCKFORD	IL	5328	3DG-034834
4424	HUNTINGTON BEACH	CA	5328	3DG-033895
4427	INDEPENDENCE	MO	5328	3DG-034812
~~4428~~	~~MUSKEGON~~	~~MI~~	~~5328~~	~~3DG-034525~~
4429	MONROEVILLE	PA	5328	3DG-033834
4430	LIVONIA	MI	5328	3DG-034501
4432	RIVERSIDE	CA	5328	3DG-034234
4434	CLINTON	IA	5328	3DG-034294
4444	FITCHBURG	MA	5328	3DG-034681
4445	CORAOPOLIS	PA	5021	0MW-114572
4446	BETHLEHEM	PA	5021	0MW-114612
4452	LOS ANGELES	CA	5328	3DG-033928
4455	BEAVERTON	OR	5021	0MW-044915
4457	HAYWARD	CA	5328	3DG-034249
4472	LONG BEACH	CA	5328	3DG-033900
4479	HARRISBURG	PA	5021	0MW-114604
4481	PLYMOUTH	MI	5328	3DG-034512
4483	ANNANDALE	VA	5021	0MW-114675
4484	ST PETERSBURG	FL	5328	3DG-033055
4485	MASON CITY	IA	5328	3DG-034607
4724	HAMILTON	OH	5328	3DG-035305
4728	MIAMI	FL	5328	3DG-034473
4750	FARMINGTON	UT	5328	3DG-028050
4809	LAREDO	TX	5328	3DG-035714
4814	HAVRE	MT	5328	3DG-033456
7000	GRAND JUNCTION	CO	5328	3DG-035314
7001	NEWNAN	GA	5328	3DG-034668
7003	MUSKOGEE	OK	5021	0MW-114298
7006	TWIN FALLS	ID	5328	3DG-034521
7014	MT. PLEASANT	MI	5328	3DG-034457
7021	CAPE GIRARDEAU	MO	5328	3DG-034490
7022	CORUNNA	MI	5328	3DG-035526
7025	GENEVA	NY	5021	0MW-114431
7028	TIFTON	GA	5328	3DG-035154
7031	MENOMINEE	MI	5328	3DG-033826
7032	HARRISONBURG	VA	5021	0MW-114677

9237	SMITHFIELD	NC	5328	3DG-034694
9255	PALMER	MA	5328	3DG-034747
9267	ARTESIA	NM	5021	0MW-045138
9306	GLENDIVE	MT	5328	3DG-034551
9309	WEBSTER CITY	IA	5328	3DG-034615
9512	GREENVILLE	TX	5328	3DG-034538
9515	ONTARIO	OR	5328	3DG-033930
9529	WARREN	PA	5021	0MW-114486
9530	PENDLETON	OR	5021	0MW-045466
9532	EFFINGHAM	IL	5328	3DG-034771
9534	THIEF RIVER FALLS	MN	5328	3DG-033585
9537	FERGUS FALLS	MN	5328	3DG-034816
9538	GALLIPOLIS	OH	5021	0MW-114577
9545	DEL RIO	TX	5021	0MW-109043
9547	BOONE	NC	5328	3DG-034886
9549	MORGANTON	NC	5328	3DG-034879
9552	KERRVILLE	TX	5021	0MW-114686
9557	GRAYLING	MI	5328	3DG-033497
9560	FORT PAYNE	AL	5328	3DG-034869
9564	DICKINSON	ND	5021	0MW-114187
9576	PARIS	TX	5021	0MW-114662
9590	JACKSONVILLE	AR	5328	3DG-034807
9600	JAMESTOWN	ND	5021	0MW-114148
9606	LEXINGTON	NC	5328	3DG-034592
9609	BRADFORD	PA	5021	OMW-114460
~~9625~~	~~CALHOUN~~	~~GA~~	~~5328~~	~~3DG-034486~~
9630	REXBURG	ID	5328	3DG-034550
9633	DICKSON	TN	5328	3DG-035345
9640	ALMA	MI	5328	3DG-034147
9642	CLARION	PA	5021	0MW-114594
9645	WEST BEND	WI	5021	0MW-114576
9656	ROANOKE RAPIDS	NC	5328	3DG-033808
9659	HUTCHINSON	MN	5328	3DG-031920
9662	EPHRATA	PA	5021	0MW-114602
9666	WHITEVILLE	NC	5328	3DG-034685
9674	CROSSVILLE	TN	5328	3DG-034281
9680	WEST FRANKFORT	IL	5328	3DG-034623
9682	WAVELAND	MS	5328	3DG-034714
9684	MAYSVILLE	KY	5328	3DG-034666
9688	NEW BERN	NC	5328	3DG-034793
9704	RICE LAKE	WI	5021	OMW-114151
9709	CHARLOTTE	MI	5328	3DG-034561
9711	RUSSELLVILLE	AR	5328	3DG-034800
9713	BURLINGTON	WI	5021	0MW-114803
9744	AZLE	TX	5328	3DG-034419
9745	BAD AXE	MI	5328	3DG-034511
9747	ASHEBORO	NC	5328	3DG-034671
9769	SHIPPENSBURG	PA	5021	0MW-114623
9772	GAYLORD	MI	5328	3DG-034515
9781	RED WING	MN	5328	3DG-031840
9782	CHAGRIN FALLS	OH	5021	0MW-114287
9808	HAMILTON	MT	5328	3DG-034539

7033	LEWISTON	ID	5328	3DG-029481
7042	VALPARISO	IN	5021	0MW-044275
7046	GOLDSBORO	NC	5021	0MW-044698
7062	SUMTER	SC	5021	0MW-114691
7064	DALTON	GA	5328	3DG-033881
7073	SYCAMORE	IL	5328	3DG-034750
7081	BRIGHTON	MI	5328	3DG-034620
7098	CONCORD	CA	5328	3DG-034239
7100	SHEBOYGAN	WI	5021	0MW-114806
7125	WILKES BARRE	PA	5021	0MW-114618
7129	MEADVILLE	PA	5021	0MW-114487
7134	CORTLAND	NY	5021	0MW-114620
7146	DOUGLASVILLE	GA	5328	3DG-030624
7147	TAMPA	FL	5328	3DG-034868
7149	MARTINEZ	GA	5328	3DG-034688
7155	FAIRHAVEN	MA	5328	3DG-034687
7161	OTTUMWA	IA	5328	3DG-034654
7166	COOS BAY	OR	5328	3DG-034322
7188	ITHACA	NY	5021	0MW-114599
7189	RICHFIELD	MN	5328	3DG-033566
7191	FOND DU LAC	WI	5021	0MW-114811
7196	ST PETERSBURG	FL	5328	3DG-035849
7197	SOMERVILLE	NJ	5328	0DG-111103
7204	BROOKLAWN	NJ	5021	0MW-045740
7205	GRAND RAPIDS	MI	5328	3DG-034662
7206	SUPERIOR	WI	5021	0MW-114591
7223	METAIRIE	LA	5328	3DG-034680
7225	LOS ANGELES	CA	5328	3DG-029473
7230	HALTOM CITY	TX	5021	0MW-114651
7232	ROCHESTER	NH	5328	3DG-034338
7237	LEXINGTON	KY	5328	3DG-034629
7240	LA VALE	MD	5328	3DG-034704
7243	KOKOMO	IN	5328	3DG-034333
7244	CENTRALIA	IL	5328	3DG-034741
7248	GARLAND	TX	5021	0MW-114644
7253	MARYSVILLE	WA	5021	0MW-045468
7259	WILLIAMSBURG	VA	5021	0MW-114388
7270	FORT WORTH	TX	5021	0MW-114278
7286	CARROLLTON	TX	5328	3DG-027704
7289	STEGER	IL	5328	3DG-034736
7293	CLIFTON HTS	PA	5328	3DG-034185
7296	PORTLAND	TX	5021	0MW-114703
7304	MT VERNON	IL	5328	3DG-034748
7305	ROCKFORD	IL	5328	3DG-034804
7315	VERADALE	WA	5021	0MW-044840
7318	SIOUX FALLS	SD	5021	0MW-114626
7321	BRADENTON	FL	5328	3DG-034522
7328	WILLMAR	MN	5328	3DG-031870
7358	GOODLETTSVILLE	TN	5328	3DG-035684
7360	DOTHAN	AL	5328	3DG-035123
7368	PIQUA	OH	5021	0MW-043913
7372	LEECHBURG	PA	5328	3DG-034910
7381	WADSWORTH	OH	5021	0MW-040025
7386	MARRERO	LA	5328	3DG-034204
7393	ANDERSON	IN	5328	3DG-034390
7395	WASHINGTON	IL	5328	3DG-034442
7396	DE SOTO	TX	5021	0MW-114657
7397	GROVE CITY	OH	5021	0MW-114473

7412	WEST VALLEY CITY	UT	5021	0MW-044881
7419	CAGUAS	PR	5021	0MW-114206
7420	LUMBERTON	NC	5328	3DG-035547
7425	SPANISH FORK	UT	5021	0MW-044909
7426	LAYTON	UT	5021	0MW-044986
7452	CRANSTON	RI	5021	0MW-114223
7463	MAPLE GROVE	MN	5328	3DG-031645
7471	PLACERVILLE	CA	5328	3DG-034241
7474	ST. JOHN	IN	5328	3DG-033836
7486	LODI	CA	5328	3DG-034261
7498	CHESTERTON	IN	5021	0MW-034559
7512	KEARNS	UT	5021	0MW-044802
7517	RUSKIN	AL	5328	3DG-034485
7538	PARKER	CO	5328	3DG-035740
7568	LAKE WALES	FL	5328	3DG-034609
7570	BAYAMON	PR	5021	0MW-114230
7572	COLORADO SPRINGS	CO	5328	3DG-034634
7586	LAS VEGAS	NV	5021	0MW-045490
7598	FAIRBANKS	AK	5328	3DG-032002
7607	HOPKINSVILLE	KY	5328	3DG-034711
7615	CEDAR HILL	TX	5021	0MW-114658
7623	GONZALES	LA	5328	3DG-034690
7641	ATHENS	OH	5021	0MW-114585
7649	RIPON	WI	5021	0MW-114471
7701	OAKLAND	CA	5328	3DG-034254
7746	CARLISLE	PA	5328	3DG-034055
7749	NEW YORK	NY	5328	3DG-035460
7754	BRADLEY	IL	5328	3DG-033798
7775	LAFAYETTE	IN	5328	3DG-034600
7777	NEW YORK	NY	5328	3DG-035725
7912	LUFKIN	TX	5021	0MW-114714
7916	EUREKA	CA	5328	3DG-035268
9005	GREENVILLE	OH	5328	3DG-034150
9026	STURGIS	MI	5328	3DG-034549
9065	ESCANABA	MI	5328	3DG-034608
9092	PARIS	IL	5328	3DG-035715
9105	SEDALIA	MO	5328	3DG-034772
9121	MADISONVILLE	KY	5328	3DG-034691
9125	FRONT ROYAL	VA	5021	0MW-045502
9129	MT AIRY	NC	5328	3DG-034686
9133	RIO GRANDE	NJ	5021	0MW-045744
9140	WAYNESBORO	PA	5021	0MW-114628
9147	NEWBURYPORT	MA	5328	3DG-034692
9149	GILFORD	NH	5328	3DG-026701
9150	ELKIN	NC	5328	3DG-034854
9153	SOUTH LAKE TAHOE	CA	5328	3DG-034255
9161	BERWICK	PA	5021	0MW-114622
9170	CARLSBAD	NM	5328	3DG-029856
9180	WATERTOWN	SD	5021	0MW-114590
9184	HURON	SD	5021	0MW-114598
9186	GRAND BLANC	MI	5328	3DG-034507
9204	BEMIDJI	MN	5328	3DG-031885
9218	LOCKPORT	IL	5328	3DG-034480
9220	ALGONA	IA	5328	3DG-034667
9222	CHEROKEE	IA	5328	3DG-034658
9231	MONROE	NY	5021	0MW-114454
9233	OLWEIN	IA	5328	3DG-034527
9234	NEW CASTLE	PA	5021	0MW-109138

October 23, 2001

Don Delabbio
Xerox
300 Galleria Officentre
Southfield MI 48034

Dear Don,

Please make the necessary arrangements to remove the Xerox copiers from the attached store list on or before December 10, 2001.

Do not hesitate to call with any questions or concerns.

Sincerely,

Rick Booth,
Buyer, Supply Purchasing

(248) 463-1810 office
(248) 614-1927 fax
rbooth@kmart.com

copier removal letter