

EXHIBIT D

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

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

Case Number:

Your claim is scheduled as follows:

Class

NOT SCHEDULED

Amount

NOT SCHEDULED

10698593

This Space is for Court Use
Only

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):

08 2389591

ELITE SECURITY SYSTEM
LAGUNA GARDEN EDIFICIO #3 #PHE
CAROLINA, PR 00979

- ☐ 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.

If address differs from above, please complete the following:

Creditor Name:

Telephone: # 787-253-3669

Address:

City/State/Zip:

Account or other number by which creditor identifies debtor:

7768, 7446, 3882, 4490, 7065, 7752, 4494, 4495

Check here if
this claim☐ 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:

May, 12th, 2001

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed:

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: \$ _____

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.

Date

4/5 Jan 10/2

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):

Joe Correa

This Space is for Court Use Only

RECEIVED

JUL 18 2002

TRUMBULL SERVICES COMPANY

29657

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.

Julio Cesar Alejandro Serrano, Esq.

Latv Offices

Banco Cooperativo Plaza
Suite 301 A
Ave. Ponce de León 623
Hato Rey, P.R. 00918

P.O. Box 195386
San Juan, P.R. 00919-5386
Tel. (787) 296-1958
Tel./Fax. (787) 772-4605

POWER OF ATTORNEY

TO: Nicolas Noguerras Cartagena
Julio Cesar Alejandro Serrano
PO Box 195386
San Juan, Puerto Rico 00919-5386

The undersigned claimant hereby authorizes you, or any one of you, as attorney in fact for the undersigned and with full power of substitution, to receive dividends and any notice hereon, and in general to perform any act not constituting the practice of law for the undersigned in all matters arising in this case.

Dated June 17, 2002.



Joe Correa
Elite Security Systems
Laguna Gardens
Edificio #3 PHE
Carolina, P.R. 00979

PRODUCER
COOP SEGUROS MULTIPLES
 PO BOX 7077
 CAGUAS PR 00726

Exhibit D Page 4

Code: 005 600

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
JOSE A CORREA FELICIANO
 DBA ELITE SECURITY SYSTEMS
 CONDOMINIO LAGUNA GARDENS III APTO PH E
 CAROLINA PR 00979

INSURER A: COOP SEGUROS MULTIPLES
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR ADDITIONAL INSURED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CG-426046	05-23-2001	05-23-2002	EACH OCCURRENCE \$ 1,000.00 FIRE DAMAGE (Any one fire) \$ 50.00 MED EXP (Any one person) \$ 5.00 PERSONAL & ADV. INJURY \$ 1,000.00 GENERAL AGGREGATE \$ 1,000.00 PRODUCTS-COMP/OP AGG \$ 1,000.00
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY-EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	CU-4801	05-23-2001	05-23-2002	EACH OCCURRENCE \$ 2,000.00 AGGREGATE \$ 2,000.00 \$ \$ \$
WORKERS COMPENSATION AND EMPLOYER'S LIABILITY STOP GAP	CG-426046	05-23-2001	05-23-2002	<input type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000.00 E.L. DISEASE-EA EMPLOYEE \$ 1,000.00 E.L. DISEASE-POLICY LIMIT \$ 1,000.00
OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 94381 FIRE SUPPRESSION SYSTEMS INSTALLATION, SERVICING OR REPAIR
 92451 ELECTRICAL APPARATUS INSTALLATION, SERVICING OR REPAIR

CERTIFICATE HOLDER : **ADDITIONAL INSURED; INSURER LETTER:** **CANCELLATION:**

KMART CORPORATION
 C/O FACILITY MANAGEMENT
 3100WEST BLG BEAVER ROAD
 TROY, MI 48084

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY ON ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

[Signature]
 AUTHORIZED REPRESENTATIVE

Contractor's Sworn Statement

...being first duly sworn, says that he is

(Person taking oath)

of ELITE SECURITY SYSTEMS
(Firm Name)

OWNER _____
(Title)

OWNER (Title) INSTALLATION OF EMERGENCY EXIT STEEL DOORS. on building situated on
which is contractor for TRUJILLO ALTO, TRUJILLO ALTO, P.R. (4494)
(Trade - General, Electrical, Etc.) (City) (State or Province)

which is contractor for INSTALLATION OF EMERGENCY LIGHTS (Trade - General, Electrical, Etc.)
premises known and described as KMART TRUJILLO ALTO, TRUJILLO ALTO P.R. (4494) (City) (State or Province)
[Street and Number]

premises known and described as KMART TRUJILLO ALTO (City) _____
(Street and Number)

and that to procure payment for said contractor for work completed, that he has fully and correctly set forth below the following:

of each of his sub-contractors, whether paid or unpaid, and, if unpaid, the amount owing each _____
Where no further balance owing, state "None."

- [illegible]

[illegible]

(Note: If lines provided are insufficient for all names, then use back of this form.)

Affidavit #1,773

A quien por no conocer, le identifique por su licencia #3766244.

Sworn to before me and subscribed in my presence at San Juan (City) 2001

this 18 day of september

Seal

My Commission Expires

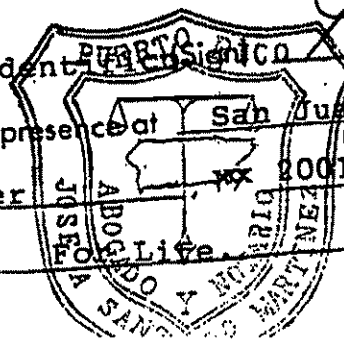
Total Amount Owning

José Antonio Correa Felicia

(Person taking oath)

~~Puerto Rico~~
(State or Province)

~~Jose A. Santiago~~
(Notary Public)



Store #

4494

Exhibit D Page 6 of 25

4494 Big Kmart

200 CARR 181
TRUJILLO ALTO, PR 00760

Location

Trujillo Alto

Contract / Work Order #

Amount of Contract \$

Contractor

Date/Time Started

Date/Time Completed

Number of people in crew

Dated Awarded

Project

The following service and/or work tickets by the contractor are associated with this project

The Store Manager MUST complete the following:

1. Did the contractor provide sufficient notice to the Store Manager prior to arrival at the store?
Yes ☒ No ☐
2. Did the contractor survey the scope of the contract with the Store Manager prior to commencement?
Yes ☒ No ☐
3. Were store operations disrupted? Yes ☐ No ☒
4. Was the contractor made aware of the disruptions? Yes ☐ No ☒
Did he do anything to alleviate the problem? Yes ☐ No ☒
5. During the project, were any fixtures or merchandise damaged? Yes ☒ No ☐
Was the contractor made aware of the damages? Yes ☐ No ☒
6. If Yes, explain and provide estimate of damages
N/A

7. Workmanship: Above Average ☐ Average ☒ Below average ☐
8. Would you recommend using the firm again? Yes ☒ No ☐
9. Store Manager's comments (Print Legibly)

Store Manager's Signature

Date 9-14-01

Store Manager's Name (Print)

Juli's Garcia

Contractor's Signature

Date

This Original Survey Form is to be returned by the Contractor with an
Invoice, Waivers of Lien, Service Tickets, Etc.

Order No. _____ Exhibit D Page 7 of 25

Authorization No. 00131

Date 4/16/2001

4490

Project: STEEL EXIT DOOR

Proposal: For and in consideration of the sum to be paid us by Kmart Corporation on the contract basis hereinafter mentioned, we will furnish all labor and material and do all work and agree to all conditions as called for in specifications dated _____

Drawings No. _____

As prepared by Kmart Corporation, this Proposal and the Bidding Instructions dated _____ the "Contract Documents", all of which are hereby incorporated by reference and made part hereof.

Contract Basis: (Indicate Lump Sum or Time and Material Terms) _____

We will start work within ASAP days from date of award, and will complete same as follows: ASAP

Itemization: (necessary to consideration of proposal)

Steel exit door (1) pair.

This includes:

- a) 1 threshold
- b) 2 Door closer heavy duty
- c) 2 Vertical panic bar
- d) 1 Weather strip

\$ 5,200.00

Total \$ 5,200.00

Kmart Corporation
Construction Department

Duns # 77609

WALTER HERRERA INT'L Regional Office

Accepted MAY 18 19 2001

Guillermo Ramirez

Guillermo Ramirez - Project Director

Type Name and Title

As Proposal is Subject to and Governed By

Contractor ELITE SECURITY SYSTEMS

By Joe Correa Date 4/16/2001

JOE CORREA - OWNER

Type Name and Title

Address LAGUNA GARDEN # 3 SUITE PH-E

City CAROLINA State PR Zip 0097

Phone No. (787) 753-4614, (787) 253-366

Tax Identification # _____

	Amount
1. Original Contract	\$22,308.40
2. Total Supplements	\$00.00
3. Final Revisd Contract (Line 1 plus Line 2)	\$22,308.40
4. Total Previous Payments	\$00.00
5. Net Due (Line # minus Line 4)	\$22,308.40

Prime Contractor Conditional Final Waiver of Lien

To: Kmart Corporation, having an interest in the premises # 4494 located at TRUJILLO
(Store Number) (Address)
ALTO SHOPPING MALL, TRUJILLO ALTO P.R. Upon which the undersigned has performed
(City, State and Zip)
work and/or supplied labor, equipment and/or materials.

In Consideration of the Sum of TWENTY-TWO THOUSAND, THREE HUNDRED EIGHT DOLLAR
(From Line 3)
AND \$0/100 (\$22,308.40)

The undersigned does hereby Waive, Release and Forever Discharge any and all liens, claims, or rights of lien on or against the premises described above for and on account of work performed and labor, equipment and/or materials supplied at or in connection with construction or improvement at the premises described above.

Anything herein contained to the contrary notwithstanding, it is understood that the effect and enforceability of this Final Waiver of Lien shall be conditioned only upon receipt by the undersigned of the final payment in the amount of \$22,308.40 and this final Waiver is given by the undersigned and is accepted by Kmart Corporation subject to such understanding.
(From Line 5)

Affidavit #1,774

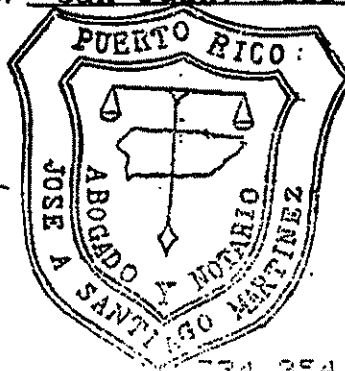
By: Jose A Correa Feliciano Name: José Antonio Correa Feliciano
(Authorized Signature) (Type or Print Name)

Title: _____ Date: 18 de septiembre de 2001

A quien por no conocerle personalmente, le identifico mediante su licencia de conducir número 3766244.

Subscribed to before me and subscribed in my presence. Witness the hand and seal given this 18 day of september in the year 2001 (State/Province) of San Juan, Puerto Rico.

Jose A. Santiago Martinez
Notary Public (for life)



Contractor's Sworn _____ being first duly sworn, says that he is

of ELITE SECURITY SYSTEMS
(Firm Name)

OWNER _____ (Title) _____ of _____ (Firm Name) _____ on building situated on _____
which is contractor for ~~REPLACE STEEL EXIT DOORS~~ (Trade - General, Electrical, Etc.) _____
premises known and described as KMART SAN PATRICIO PLAZA SAN JUAN, P. R. (4490) (City) _____ (State or Province) _____
and that to procure payment for said contractor for work completed, that he has fully and correctly set forth below the following:
_____ of each of his sub-contractors, whether paid or unpaid, and, if unpaid, the amount owing each
_____ Where no further balance owing, state "None."
_____ the amount owing each

- [illegible]

[illegible]

(Note: If lines provided are insufficient for all names, then use back of this form.)

Affidavit No: 5,073

(Sign)

Sworn to before me and subscribed in my presence at

Sworn to before me and subscribed to the foregoing in presence of _____
this 15th. day of August, 19 2001

Seal

My Commission Expires _____ is for life

Total Amount Owning

San Juan

Puerto Rico
(State or Province)

(Notary Public)

Case 02-02474 Doc 32041- Filed 07/10/09
Contractor's Sworn Statement
 Exhibit D Page 10

..being first duly sworn, says that he is

OWNER

of ELITE SECURITY SYSTEMS.

{Firm Name}

which is contractor for ~~REPLACE STEEL EXIT DOORS~~ (Trade General, Electrical, Etc.)

```

premises known and described as KMART SAN PATRICIO PLAZA SAN JUAN, P.R. (4490)
                                   (Street and Number)                (City)                (State)

```

and that to procure payment for said contractor for work completed, that he has fully and correctly set forth below the following:

- (1) the name of each of his sub-contractors, whether paid or unpaid, and, if unpaid, the amount owing each for labor and material furnished to date hereof. Where no further balance owing, state "None."
- (2) the name of each of his material suppliers, whether paid or unpaid, and, if unpaid, the amount owing each for material furnished to date hereof. Where no further balance owing, state "None."
- (3) the name of each of his job employees unpaid, and the amount owing each for labor and service rendered to date hereof.

[illegible]

(Note: If lines provided are insufficient for all names, then use back of this form.)

Affidavit No: 5,073

San Juan

{City}

~~Puerto Rico~~

State or Province)

this 15th. day of August, 19 2001

My Commission Expires _____ is for life

is for life

CAPARRA HOTEL
SAN JUAN, PR 00909

ELITE SECURITY SYSTEMS

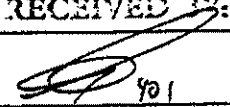
COND. LAGUNA GARDEN BLDG. 3
SUITE PH-E, CAROLINA, PR. 00979
PHONE: (787) 253-3669, (787) 751-0142
FAX: (787) 753-4614
JOE CORREA (OWNER)

INVOICE

DATE	NUMBER
7/31/01	03100

BILL TO:
KMART SAN PATRICIO (#4490)
SAN JUAN, PUERTO RICO

SHIP TO:
KMART FIELD OFFICE
8249 HAGGERTY ROAD
CANTON, MI. 48187
ATT. TIM SLIMP
MELISSA WOLFE

QTY	DESCRIPTION	UNIT PRICE	TOTAL
1 PAIR	STEEL EXIT DOORS. THIS INCLUDES: <ul style="list-style-type: none"> a) 1 Threshold b) 2 Door closers heavy duty c) 2 Vertical panic bars d) 1 Weather strip e) 1 Paint 	\$ 5,200.00	\$ 5,200.00
		TOTAL	5,200.00
	NOTE: 4% DISCOUNT FOR PAYMENT IN 10 DAYS.		
P.O.No.	TERMS	SHIP DATE	PROJECT No.
	10 DAYS	7/31/2001	00131
			RECEIVED BY: 

TRUJILLO ALTO

SECRET

INVOICE

COND. LAGUNA GARDEN BLDG. 3
SUITE PH-E, CAROLINA, PR. 00979
PHONE: 787-253-3669 / 787-751-0142
FAX: 787-753-4614
JOE CORREA (OWNER) DUNS # 77609

DATE	NUMBER
9/05/2001	00308

BILL TO:
KMART TRUJILLO ALTO
SHOPPING CENTER (#4494)
TRUJILLO ALTO, PUERTO RICO

SHIP TO:
KMART FIELD OFFICE
82 49 HAGGERTY ROAD
CANTON, MI. 48187
ATT. TIM SLIP
MELISSA WOLFE

QTY	DESCRIPTION	UNIT PRICE	TOTAL	
1	<ul style="list-style-type: none">To remove glass door and glass accesories, also to remove aluminum frame.Installation of door steel frame, material and labor.			
2	<ul style="list-style-type: none">2 steel door, this door include: (2) vertical panic bar, (1) threshold, (1) paint.To remove fence rails. <p>To replace (2) pair of emergency exit steel doors. The doors includes: (4) door closer heavy duty, (4) vertical panic bar, (2) door coordinators, (4) weather strip, (2) threshold.</p> <p>NOTE: 5% DISCOUNT FOR INVOICES PAID IN 10 DAYS</p> <p><i>9.14.01</i></p> <p>KMART 220 CARR 1ST TRUJILLO ALTO, PR 00760</p>		\$ 10,647.40	
			\$ 11,661.00	
		TOTAL	\$22,308.40	
P.O. No	TERMS	SHIP DATE	PROJECT No.	RECEIVED BY:
	10 DAYS	9/05/2001	00131	

To: Kmart Field Office
8249 Haggerty Road
Canton, MI. 48187

Attn.: Mr. Tim Slimp
Facilities Director

From: Elite Security Systems (Duns # 77609)
Laguna Garden Blvd. # 3
Suite PH-E
Carolina, Puerto Rico 00979

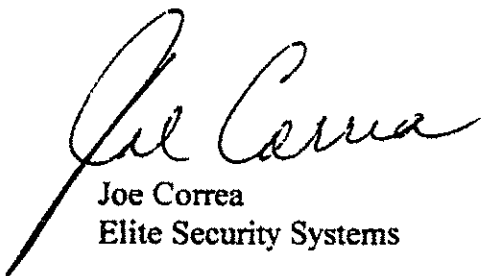
Date: 11/08/01

Subject: Telephone conversations related to overdue invoices to Kmart stores at Cayey, San Patricio, Guaynabo, Trujillo Alto, and Colobos.

On Friday, October 30, 2001 at 4:00 p.m. we contact by phone (248) 463-1000 the Kmart Accounting Department in the area of Accounts Payable Department.

- 1) We talked with Marie and Julie, they told us the computer systems were down and they were unable to provide us with any information on our account. They advice us to call again in 3 to 5 weeks.
- 2) Rita also told us that the computer systems were in the process of changing to a new computer system.

Mr. Slimp, unfortunately you are having problems with your Accounts Department. Our main concern are these invoices that are overdue. We consider this situation a sensitive matter, we would greatly appreciate an immediate response. Thank you.



Joe Correa
Elite Security Systems

3rd NOTIFICATION

To: Kmart Field Office
8249 Haggerty Road
Canton, MI. 48187

Attn.: Mr. Tim Slimp
Facilities Director

From: Elite Security Systems (Duns # 77609)
Laguna Garden Blvd. # 3
Suite PH-E
Carolina. Puerto Rico 00979

Date: 11/01/01

Subject: Telephone conversations related to overdue invoices to Kmart stores at Cayey, San Patricio, Guaynabo, Trujillo Alto, Colobos.

On Friday, October 25 we tried to contact your office with the following results:

- 1) We contacted you Mr. Slimp, and we had a new conversation regarding the overdue invoices, we had mentioned a week ago. You told us that you are not in charge of paying invoices, that is Kmart's accounting department issue and though you handed us their phone number, which is (248) 463-1000.
- 2) Therefore, we called K-mart accounting and we contacted Camilla. She told us the computer system was down and she advised us to call the following week. She said that anyone in this area would take of the calls.

Mr. Slimp these invoices are overdue and we consider this situation as a sensitive matter. we will appreciate the solution to this issue the soonest possible. Thank you.



Joe Correa
Elite Security Systems

To: Kmart Field Office
8249 Haggerty Road
Canton, MI. 48187

Attn.: Mr. Tim Slimp
Facilities Director

From: Elite Security Systems (Duns # 77609)
Laguna Garden Blvd. # 3
Suite PH-E
Carolina, Puerto Rico 00979

Date: 10/30/01

Subject: Telephone conversations related to overdue invoices to Kmart stores at Cayey, San Patricio, Guaynabo, Trujillo Alto, Colobos.

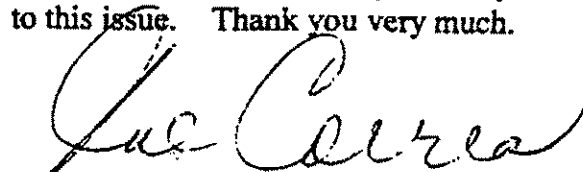
On Wednesday, October 17 we tried to contact your office with the following results:

- 1) We contacted with the facilities office and they notified us that Tim Slimp was on vacations.
- 2) We talked with Michelle at the same office, and she's told us to fax the invoices again, and we faxed them to her. She confirmed by phone the receiving of those.
- 3) We asked Michelle about the original invoices we had sent a couple of months ago. Because these documents were received by someone at the office. She told us that she will verify about it, and will contact us as soon as she finds out.
- 4) In the first page of the fax, we sent Michelle on that day, October 17th reads as follows:

These are the invoices we were talking about. We sent copies of the invoices to Mr. Slimp already on October 10th 2001. He (Mr. Slimp) told us to call him today. If you need more information call us.

**Elite Security Systems
Tel:(787) 753-4614**

Mr. Slimp, as we had said previously, these invoices are overdue. We need immediate response to this issue. Thank you very much.




Joe Correa
Elite Security Systems

- 5) La finalidad de este proceso es evitar mas atrasos en pagos de intereses y principal mientras dure esta situación.
- 6) Agradecemos la paciencia que nos han tenido y la oportunidad que nos han brindado para llevar a cabo estos proyectos



Anibal Ortiz



Joe Correa - Propietario
Elite Security Systems

Notification

To: Kmart Field Office
8249 Haggerty Road
Canton, MI. 48187

Attn.: Mr. Tim Slimp

From: Elite Security Systems (Duns # 77609)
Laguna Garden Blvd. # 3
Suite PH-E
Carolina, Puerto Rico 00979

Date: 10/25/01

Subject: Telephone conversations related to overdue invoices to Kmart stores at Cayey, San Patricio, Guaynabo, Trujillo Alto, Colobos.

From October 8 until October 10, 2001 we tried to contact your office with the following results:

- 1) On October 8 (Monday) we called (248) 637-4542 and talked to Ms. Menka Sevenousky, we left a message but there was no response.
- 2) On October 9, we made contact with Menka Sevenousky from the facilities department, she explained to us that she does not have the invoices we had sent to that office a couple of months before by registered mail. She told us we have to communicate with Tim Slimp at (734) 335-9133. We tried to communicate with your office, we left a message, no reply.
- 3) We contacted your office on October 10, 2001. We had a conversation related to the invoices we had sent to your attention a couple of month before by registered mail. Your reply was "I am receiving thousands of invoices, please send me copies of those invoices through fax at (734) 335-9138," you also asked about what invoices we were going to fax to you, we replied Cayey, San Patricio, Trujillo Alto, Colobos. At 2:30 in the afternoon, the same day, Ms. Sherry Gates received the faxes with copy of the invoices and documents. At 3:30 p.m. we had another conversation with you, Mr. Slimp, you told us, "I don't have time to check or see the copies of the invoices I received by fax," and also you told us, "I do not know when I can make the payments for these invoices." You did advise us to call you next week. Mr. Slimp, these invoices are overdue, we need an immediate response to this situation. Thank You.



Joe Correa
Elite Security Systems

De: Anibal Ortiz
P.O. BOX 669
Pueblo Sta., Carolina PR 00986
Tel: 640-6994
Fax: 762-5472

Para: Sr. Joe Correa (Propietario)
Elite Security Systems
Laguna Garden Blvd. #3 Suite PH-E
Carolina, Puerto Rico 00979
Tel: (787) 253-3669, 751-0142
Fax/phone: (787) 753-4614

Fecha: 5/24/01


Asunto: Acuerdo para el pago del pagaré generado para los proyectos de las tiendas Kmart de Guaynabo, Mayaguez, Los Colobos, Puerto Rico.

Por la presente las partes en este acuerdo Sr. Anibal Ortiz y Sr. Joe Correa establecen y acuerdan lo siguiente.

- 1) La cantidad total solicitada a nuestro financiador es de \$ 73,202.00
- 2) Esta cantidad será utilizada únicamente para cubrir materiales, equipo y labor de los proyectos descritos en los contratos # 0100476 y 07665 para las tiendas Kmart de Guaynabo, Mayaguez, Los Colobos Puerto Rico.
- 3) Que las utilidades que estamos garantizando a través de los contratos # 0100476 y 07665 para el Sr. Víctor González Sandoval por medio de la facturación hacia Kmart de Puerto Rico será de 7% mensual de la cantidad solicitada.
- 4) Este porcentaje que estamos garantizando por medio de las facturaciones será por un máximo de 4 meses (120 días) (la reserva es de \$18,534.00 para estos propósitos).
- 5) Que en la eventualidad de demora en los pagos por Kmart (nuestro cliente) mas allá de este término máximo garantizado (120 días) nos veremos en la obligación de pagar la utilidad de 7% mensualmente hasta conseguir el pago total correspondiente del proyecto.
- 6) El pago de este pagaré, mas utilidades se hará en un cheque de gerente o cheque certificado a nombre del Sr. Víctor González Sandoval.



Anibal Ortiz



Joe Correa - Propietario
Elite Security System

ACUERDO

De: Anibal Ortiz
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E-mail: aniballp@aol.com

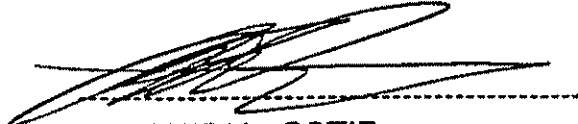
Para: Sr. Joe Correa (Propietario)
Elite Security Systems
Laguna Gardens Blvd. # 3 Suite PH-E
Carolina, Puerto Rico 00979
Tel: 787-253-3669/751-0142
Fax: 787-4614

Fecha: 10/04/2001

Asunto: Acuerdo de pagos parciales de intereses establecidos al Sr. Víctor González Sandoval mientras se cobran las facturas de los proyectos K-mart International.

Por la presente las partes en este acuerdo, el Sr. Anibal Ortiz y el Sr. Joe Correa, establecen y acuerdan lo siguiente:

- 1) Se establece que se están haciendo los procedimientos correspondientes para el cobro de facturas hacia K-mart de PR a través de sus oficinas en Michigan
- 2) Que debido a esto acordamos hacer un pago parcial de interés al Sr. Víctor González Sandoval por la cantidad de \$2,000 mensuales
- 3) Que estos pagos parciales de intereses continuaran hasta que se resuelvan los cobros de factura hacia K-mart.
- 4) Que estos pagos continuarán hasta resolver cualquier conflicto económico entre K-mart y nosotros toda vez que el principal de la deuda no se haya amortizado por completo



ANIBAL ORTIZ



JOE CORREA - PROPIETARIO
ELITE SECURITY SYSTEMS

PAGARÉ

De: Anibal Ortiz
P.O. BOX 669 Pueblo Sta.
Carolina, Puerto Rico 00986
Calle 406 mg-29, apt. I
4to exit. Country Club
Carolina, Puerto Rico 00987
Tel: 640-6994
Fax: 762-5472

Para: Sr. Víctor González Sandoval

Fecha: 5/24/01

Asunto: Solicitud de Financiamiento para los proyectos de Kmart de Puerto Rico en sus tiendas de Guaynabo, Mayaguez y Los Colobos 07665, 0100476.

Por lo presente acordamos lo siguiente:

- 1) La cantidad total solicitada al Sr. Víctor González Sandoval es de \$ 73,202.00
- 2) Esta cantidad será utilizada únicamente para cubrir materiales, equipo y labor del proyecto descrito en los contratos # 0100476 y 07665 para Kmart de Puerto Rico.
- 3) Que las utilidades que estamos garantizando a través del contrato mencionado para el Sr. Víctor González Sandoval por medio de las facturaciones será de 7% mensual de la cantidad solicitada.
- 4) Este porcentaje garantizado por medio de las facturaciones será por un máximo de 4 meses (120 días) (la reserva de \$18,534.00 par estos propósitos).
- 5) Que en la eventualidad de demora en los pagos por Kmart (nuestro cliente) más allá de este término máximo garantizado(120 días), nos veremos en la obligación de pagar la utilidad del 7% mensualmente hasta conseguir el pago total correspondiente del proyecto.
- 6) El pago de este pagaré más utilidades se hará en un cheque de gerente o cheque certificado a nombre del Sr. Víctor González Sandoval.

DE: ANIBAL ORTIZ
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CAROLINA, PR.00986
CALLE 406 MG-29, apt. 1
4ta EXT. COUNTRY CLUB
CAROLINA, PR. 00987
TEL: 640-6994
FAX: 762-5472

PARA: Sr. VICTOR GONZALEZ SANDOVAL

FECHA: 6/29/2001

ASUNTO: Solicitud de financiamiento para los proyectos de Kmart de Puerto Rico en sus tiendas de Aguadilla y Yauco Proyecto # 00131

Por lo presente acordamos lo siguiente:

- 1) La cantidad total solicitada al Sr. Victor Gonzalez Sandoval consiste en \$ 27,000.00.
- 2) Esta cantidad sera utilizada unicamente para cubrir materiales, equipo y labor del proyecto descrito en el contrato # 000131 para Kmart de Puerto Rico.
- 3) Que las utilidades que estamos garantizando a travez del contrato para el Sr. Victor Gonzalez Sandoval por medio de las facturaciones sera de 7% mensual de la cantidad solicitada.
- 4) Este porcentaje garantizado por medio de las facturaciones sera por un maximo de 4 meses (120 dias) (la reserva de \$13,000.00 para estos propositos).
- 5) Que en la eventualidad de demora en los pagos por Kmart (nuestro cliente) mas alla de este termino maximo garantizado (120 dias) nos veremos en la obligacion de pagar la utilidad del 7% mensual sualmente hasta conseguir el pago total correspondiente del proyecto.
- 6) El pago de este pagare mas utilidades se hara en un cheque de Gerente o cheque Certificado a nombre del Sr. Victor Gonzalez Sandoval.

ACUERDO

DE: ANIBAL ORTIZ
P.O. BOX 669
PUEBLO STATION, CAROLINA, PR. 00986
TEL: 640-6994
FAX: 762-5472

PARA: Sr. JOE CORREA
ELITE SECURITY SYSTEMS
LAGUNA GARDENS BLVD # 3 SUITE PH-E
CAROLINA, PR. 00979
TEL: (787) 253-3669, 751-0142
FAX/PHONE: (787) 753-4614

FECHA: 6/29/01

ASUNTO: ACUERDO PARA EL PAGO DEL PAGARÉ GENERADO PARA LOS PROYECTOS DE LAS TIENDAS DE KMART DE AGUADILLA Y YAUCO.

Por la presente las partes en este acuerdo Sr. Anibal Ortiz y Sr. Joe Correa establecen y acuerdan lo siguiente:

- 1) La cantidad total solicitada a nuestro financiador es de \$ 27,000.00.
- 2) Esta cantidad sera utilizada únicamente para cubrir materials, equipo y labor de los proyectos descritos en el contrato # 00131 para las tiendas de Aguadilla y Yauco de Puerto Rico.
- 3) Que las utilidades que estamos garantizando a travez del contrato #00131 para el Sr. Victor Gonzalez Sandoval por medio de la facturación hacia Kmart de Puerto Rico sera de 7% mensual de la cantidad solicitada.
- 4) Este porcentaje que estamos garantizando por medio de las facturaciones sera por un máximo de 4 meses (120 días) (la reserva es de \$ 13,000.00 para estos propositos).
- 5) Que en la eventualidad de demora en los pagos por Kmart (nuestro cliente) más alla de este término maximo garantizado (120 días) nos veremos en la obligación de pagar la utilidad de 7% mensualmente hasta conseguir el pago total correspondiente del proyecto.
- 6) El pago de este pagaré, mas utilidades se hará en un cheque de ge-

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Tel: 640-6994
Fax: 762-5472

Para: Sr. Víctor González Sandoval

Fecha: 5/22/01

Asunto: Solicitud de Financiamiento para los proyectos de Kmart de Puerto Rico en sus tiendas de Cayey, San Patricio y Trujillo Alto. Proyecto # 0100476.

Por lo presente acordamos lo siguiente:

- 1) La cantidad total solicitada al Sr. Víctor González Sandoval es de \$ 29,300.00.
- 2) Esta cantidad será utilizada únicamente para cubrir materiales, equipo y labor del proyecto descrito en el contrato # 0100476 para Kmart de Puerto Rico.
- 3) Que las utilidades que estamos garantizando a través del contrato mencionado para el Sr. Víctor González Sandoval por medio de las facturaciones será de 7% mensual de la cantidad solicitada.
- 4) Este porcentaje garantizado por medio de las facturaciones será por un máximo de 4 meses (120 días) (la reserva de \$8,204.00 par estos propósitos).
- 5) Que en la eventualidad de demora en los pagos por Kmart (nuestro cliente) más allá de este término máximo garantizado(120 días), nos veremos en la obligación de pagar la utilidad del 7% mensualmente hasta conseguir el pago total correspondiente del proyecto.
- 6) El pago de este pagaré más utilidades se hará en un cheque de gerente o cheque certificado a nombre del Sr. Víctor González Sandoval.