

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

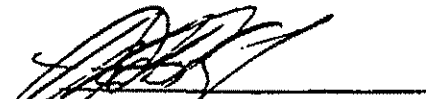
Para: Sr. Joe Correa (Propietario)  
Elite Security Systems  
Laguna Garden Blvd. #3 Suite PH-E  
Carolina, Puerto Rico 00979  
Tel: (787) 253-3669, 751-0142  
Fax/phone: (787) 753-4614


Fecha: 5/21/01

Asunto: Acuerdo para el pago del pagaré generado para los proyectos de las tiendas Kmart de Trujillo Alto, San Patricio y Kmart de Cayey, 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 \$ 29,300.00.
- 2) Esta cantidad será utilizada únicamente para cubrir materiales, equipo y labor de los proyectos descritos en el contrato # 0100476, para las tiendas Kmart de Trujillo Alto, San Patricio y Kmart de Cayey, Puerto Rico.
- 3) Que las utilidades que estamos garantizando a través del contrato # 0100476 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 \$8,201.00 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



July 16, 2001

Elite Security Systems  
Laguna Garden Blvd.  
#3 Suite PH-E  
Carolina PR 00979

ATTN: Joe Correa  
VIA FAX # 787-753-4614

Dear Joe:


The following letter is to confirm our telephone conversation today in reference to various store locations that are to be stopped immediately from your services of door repairs and/or replacement. As discussed per my conversation you were not authorized by a formal contract to execute such work and was directed by Kmart representatives that the work was not to be performed by your company. Even with such cancellation notice being given you have chosen to ignore this and proceed with service which will be at your own expense and considered a gift to Kmart Corporation.

The stores in reference are as follows:

4732- Aguadilla PR  
7665- Carolina PR  
9787- Humacao PR  
7752- Yauco PR

You may contact my office if you wish to discuss this further.

Sincerely,

  
Tim Slimp  
Facilities Director  
Kmart Corporation  
3100 W. Big Beaver rd.  
Troy, MI 48146

## PRODUCER

COOP SEGUROS MULTIPLES  
PO BOX 7077  
CAGUAS PR 00726

Exhibit D (Part 2) Page 3

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.

Code: 005 600

## INSURERS AFFORDING COVERAGE

## INSURED

JOSE A CORREA FELICIANO  
DBA ELITE SECURITY SYSTEMS  
CONDOMINIO LAGUNA GARDENS III APTD 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
<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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
<b>AUTOMOBILE LIABILITY</b> <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) \$
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY-EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
<b>EXCESS LIABILITY</b> <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 \$ \$ \$
<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b> STOP GAP	CG-426046	05-23-2001	05-23-2002	<input type="checkbox"/> WC STATU TORY 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 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**FACILITY MANAGEMENT DIVISION  
WORK ORDER SURVEY FORM**

Case 02-02177 Doc 32041-5 Filed 07/10/09 Entered 07/10/09 10:03:40 Desc  
D (Part 2) Page 4 of 25

**7446 Kmart**  
AVE JESUS T. PINERO 4010  
CAYEY, PR 00736

Store # 7446

Location Cayey

Contract / Work Order # \_\_\_\_\_

Amount of Contract \$ \_\_\_\_\_

Contractor \_\_\_\_\_

Date/Time Started 6/23/01

Date/Time Completed 6/23/01

Number of people in crew 4

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.  
\_\_\_\_\_  
\_\_\_\_\_

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 [Signature]  
Store Manager's Name (Print) Luis Lopez

Date 8/7/01

Contractor's Signature \_\_\_\_\_

Date \_\_\_\_\_

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

JOE CORREA  
(Person taking oath)

OWNER  
(Title)

of ~~ELITE SECURITY SYSTEMS~~  
(Firm Name)

which is contractor for REPLACING ROLLING DOORS on building situated on \_\_\_\_\_  
(Trade - General, Electrical, Etc.)

```

premises known and described as KMART CAYEY, CAYEY, P R (7446)
                                (Street and Number)                (City)                (State or Province)

```

9:

- (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]

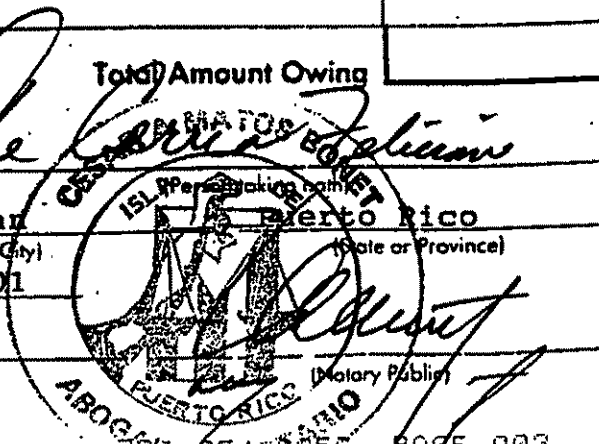
Affidavit No: 5,071

(Sign)

Sworn to before me and subscribed in my presence at San Juan Puerto Rico  
(City) (State or Province)  
this 15th. day of August, +9 2001

## Seal

My Commission Expires is for life



Prime Contract 02-02174E SECURITY SYSTEMS/10/09 Entered 07/10/09 15:03:49 Desc  
Address LAGUNA GARDEN BLVD (Part of) SUITE 201B Period 5/12/2001 to /  
City, State & Zip CAROLINA, PUERTO RICO  
Phone Number

1. Original Contract
2. Total Supplements
3. Final Revised Contract (Line 1 plus Line 2)
4. Total Previous Payments
5. Net Due (Line # minus Line 4)

Amount
\$9,800.00
\$00.00
\$9,800.00
\$00.00
\$9,800.00

## Prime Contractor Conditional Final Waiver of Lien

To: Kmart Corporation, having an interest in the premises #7446 located at  
(Store Number) (Address)  
AVE. JESUS T. PINEIRO 4010, carr# 1 CAYEY 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 NINE THOUSAND, EIGHT HUNDRED AND  
(From Line 3)  
00/100 (\$9,800.00) (\$ )

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 \$9,800.00 and this final Waiver is given by the undersigned and  
(From Line 5)  
is accepted by Kmart Corporation subject to such understanding.

By: José A. Correa Feliciano Name: José A. Correa Feliciano  
(Authorized Signature) (Type or Print Name)  
Title: President Date: August 15, 2001

Affidavit NO: 5,069

Subscribed to before me and subscribed in my presence. Witness the hand and seal given this 15th. day of August in the year 2001 (State/Province) of in San Juan, Puerto Rico

[Signature]  
Notary Public  
My Commission is for life.



Date 5/12/2001

**CAYEY**

**Project:** REMOVING (2) PAIR OF OLD EMERGENCY STEEL EXIT DOOR  
AND THE INSTALLATION OF (2) NEW ROLLING 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.** \_\_\_\_\_

is 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)

1. Installation of (2) rolling doors al warehouse this includes:

- a) 2 Double bottom with rubber
- b) 2 Upper cover for rolling door
- c) 2 Manual operated devices
- d) 2 Removal of old exit steel door
- e) Dimension of rolling doors is 8'6" x 8'6"

**PRICE:**

**\$ 9,800.00**

Total

\$

Kmart Corporation  
Construction Department **DUNS #77609**

MUNTE HEDRA Int'l Regional Office

Accepted MAY 18 19 2001

Guillermo Ramirez

Type Name and Title

is Proposal is Subject to and Governed By  
Terms and Conditions on Reverse Side

Contractor **ELITE SECURITY SYSTEMS**

By Joe Correa Date 5/12/2001

**JOE CORREA - OWNER**

Type Name and Title

Address **LAGUNA GARDEN BLVD.#3 SUITE PH-E**

City **CAROLINA** State **PR** Zip **00979**

Phone No. **(787) 253-3669, (787) 753-4614**

Tax Identification # \_\_\_\_\_

DUNS #

# 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	03102

SHIP TO:  
KMART CAYEY (#7446)  
CAYEY, PUERTO RICO

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

QTY	DESCRIPTION	UNIT PRICE	TOTAL
2	<b>INSTALLATION OF ROLLING DOORS AT WAREHOUSE, THIS INCLUDES:</b> <ul style="list-style-type: none"> <li>a) 2 Double bottom with rubber</li> <li>b) 2 Upper cover for rolling doors</li> <li>c) 2 Manual operated devices</li> <li>d) 4 Removal of old exit steel doors</li> <li>e) Dimension of rolling doors are 8' 6" X 8' 6"</li> </ul>	\$ 9,800.00	\$ 9,800.00
		TOTAL	19,300.00
	NOTE: 5% DISCOUNT FOR PAYMENT IN 10 DAYS.		
TERMS	SHIP DATE	PROJECT No.	RECEIVED BY:
10 DAYS	7/31/2001	0100476	



*Hon. Tila María Calderón*  
*Gobernadora*



*Inte. Cor. Agustín Contagoma Díaz*  
*Jefe*

24 de Julio de 2001

Preven 1-1-92

**ELITE SECURITY SYSTEMS**

Laguna Garden Blvd #3 suite PH-E  
Carolina, P.R. 00979

Estimados señores:

Sirva la presente para saludarles y a su vez comunicarles que evaluamos su consulta sobre el sistema de alarma contra incendio que se le ofrecerá a las tiendas por departamentos Kmart la cual indica la información sometida por ustedes es aprobada por la U.L. (Under writes Laboratories) y su instalación será acorde con los Códigos y Reglamentos locales y su diseño cumplirán con los parámetros establecidos por N.F.P.A. (National Fire Protection Association). Siendo así el Cuerpo de Bomberos de P.R. no tiene objeción alguna en que se le proveerá este sistema.

Atentamente,

**RUBÉN ERAZO KUILAN**

Director

Div. Técnico, Planos

Y Certificaciones

PRODUCER Case 02-02474 Doc 32041-5 Filed 07/10/09  
COOP SEGUROS MULTIPLES Exhibit D (Part 2) Page  
PO BOX 7077  
CAGUAS PR 00726

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

Code: 005 600

INSURED

JOSE A CORREA FELICIANO  
DBA ELITE SECURITY SYSTEMS  
CONDOMINIO LAGUNA GARDENS III APTD 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 STATU <input checked="" type="checkbox"/> OTHER TORY LIMITS 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  
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.

APPROVED REPRESENTATIVE

Exhibit D (Part 2) Page 11 of 25

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

(Person taking oath)

of ELITE SECURITY SYSTEMS

(Title)

(Firm Name)

which is contractor for REPAIRING AND REPLACE ALL TYPE OF DOORS on building situated on

```

premises known and described as KMART LOS COLOBOS, CAROLINA, P. R. (7665)
                                (Street and Number)                (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:

9. (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: 5,074

(Sign)

## San Juan

(City)

Puerto Rico

(State or Province)

Sworn to before me and subscribed in my presence at

this 15th. day of August, 19 2001

Seal

My Commission Expires is for life.

Code 014-00-12,700 May 14 1961 7/01  
MAY 18 '61 15:31

734 354 2352 PAGE.003

	Amount
1. Original Contract	\$ <u>63,459.00</u>
2. Total Supplements	\$ <u>00.00</u>
3. Final Revisd Contract (Line 1 plus Line 2)	\$ <u>29,008.00</u> (parcial invoice)
4. Total Previous Payments	\$ <u>00.00</u>
5. Net Due (Line # minus Line 4)	\$ <u>29,008.00</u>

## Prime Contractor Conditional Final Waiver of Lien

To: Kmart Corporation, having an interest in the premises # 7665 located at CAROLINA  
(Store Number) (Address)  
PUERTO RICO 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 NINE THOUSAND, EIGHT DOLLARS AND 00/100  
(From Line 3)  
(\$ 29,008.00)

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.

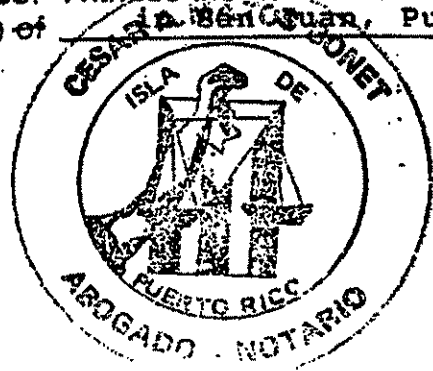
Anything herein contained to the contrary notwithstanding, it is understood that the effect and enforceability of this Final Waiver of Lien shall be conditioned only upon receipt by the undersigned of the final payment in the amount of \$29,008.00 and this final Waiver is given by the undersigned and is accepted by Kmart Corporation subject to such understanding.  
(From Line 5)

By: José A. Correa Feliciano Name: José A. Correa Feliciano  
(Authorized Signature) (Type or Print Name)  
Title: President Date: August 15, 2001

Affidavit No: 5,068

Subscribed to before me and subscribed in my presence. Witness the hand and seal given this 15th day of August in the year 2001 (State/Province) of P.R. San Juan, Puerto Rico

[Signature]  
Notary Public  
My Commission is for life.



**WORK ORDER SURVEY FORM**

Case 02-02474 Doc 32041-5 Filed 07/10/09 Entered 07/10/09 10:03:49 Desc Exhibit D (Part 2) Page 13 of 25

**7665 Kmart**  
65th INFANTRY AVENUE  
CAROLINA, PR 00985

Store # \_\_\_\_\_  
Location \_\_\_\_\_  
Contract / Work Order # \_\_\_\_\_  
Amount of Contract \$ \_\_\_\_\_  
Contractor \_\_\_\_\_  
Dated Awarded \_\_\_\_\_  
Project \_\_\_\_\_

Date/Time Started \_\_\_\_\_  
Date/Time Completed \_\_\_\_\_  
Number of people in crew \_\_\_\_\_

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.

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 8-8-01  
Store Manager's Name (Print) Paula [Signature]  
Contractor's Signature [Signature] Date 8-1-01

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

FOR REPAIRS, TO REPLACE AND SERVICING AUTOMATIC EXIT  
DOORS, MANUAL OPERATED GLASS DOOR AND MANUAL OPERATED STEEL EXIT DOORS.

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

wings No.

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

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

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

mization: (necessary to consideration of proposal)  
To remove, to reinstall and to adjust these doors e) To replace the upper  
uminum beam. \$ 1,800.00

Total Price..... \$ 63,459.00

mart Corporation  
Instruction Department DUNS # 77609

DATE PREPARED IN Regional Office  
Accepted MAY 22 19 01

Guillermo Ramirez Reg. Project Director  
Type Name and Title

s Proposal is Subject to and Governed By

Contractor ELITE SECURITY SYSTEMS

By Joe Correa Date 4/18/2001

JOE CORREA - OWNER  
Type Name and Title

Address LAGUNA GARDEN BLVD #3 PH-E

City CAROLINA State PR Zip 00979

Phone No. (787) 753-4614, (787) 253-3669

Tax Identification #

Subject: FOR REPAIRS, TO REPLACE AND SERVICING AUTOMATIC EXIT # 7665  
DOORS, MANUAL OPERATED GLASS DOOR AND MANUAL OPERATED STEEL EXIT DOORS.  
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. \_\_\_\_\_  
Prepared by Kmart Corporation, this Proposal and the Bidding Instructions dated \_\_\_\_\_  
("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

Organization: (necessary to consideration of proposal)  
TO REMOVE AND TO REINSTALL MANUAL OPERATED GLASS DOORS TO CHANGE PIVOT AND  
THRESHOLD OF THESE DOORS. ALSO TO CHANGE (5) DOOR CLOSER HEAVY DUTY  
\$ 9,980.00

a) To remove and reinstall (5) automatic glass door Model 3000 (SLIDING TYPE),  
b) To replace (3) centric head sensors, c) To replace (1) microboard control,  
d) To replace bottom and upper glass doors rails (SLIDING TYPE) e) Adjust-  
ment of (5) automatic doors and control systems \$ 15,405.00  
1) To replace emergency exit steel door (3 pairs), These replacement include:  
a) 3 threshold, b) 6 doors closers c) 6 vertical panic bar d) 6 weather strips  
e) 6 paint 2) To replace hardware to steel emergency exit door (8) this in-  
cludes: a) 8 threshold b) 8 door closer c) 8 panic bar d) 8 weather strip.  
3) To replace a emergency exit steel door, single type 35 3/8" wide, 90"  
high aproximated includes the hardware mentioned above. 4) To replace emer-  
gency exit light (4) L.E.D. type with power pack \$ 34,674.00  
To replace automatic control and mechanism of rolling doors (2) and adjust-  
ment this include replacement of (1) control and to repair mechanical com-  
ponents. \$ 1,600.00  
To repair or replace hardware to (2) exit glass doors this includes: a) To  
replace door closer heavy duty b) To replace threshold c) To replace weather  
strip.

Kmart Corporation  
Instruction Department DUNS # 77609

UTE HIEDKA Int Regional Office

Accepted MAY 22 19 01

Guillermo Ramirez

Guillermo Ramirez Reg. Project Director  
Type Name and Title

Proposal is Subject to and Governed By

Contractor ELITE SECURITY SYSTEMS

by: Joe Correa Date 4/18/2001

JOE CORREA -OWNER-  
Type Name and Title

Address LAGUNA GARDEN BLVD # 3 SUITE PH-E

City CAROLINA State PR Zip 00979

Phone No. (787) 753-4614, (787) 253-3669

Tax Identification # \_\_\_\_\_

# 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
8/6/2001	00305

**BILL TO:**  
KMART LOS COLOBOS SHOPPING  
CENTER (# 7665 )  
CAROLINA, PUERTO RICO

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

	DESCRIPTION	UNIT PRICE	TOTAL
4 PAIR	To replace emergency EXIT steel doors, this includes: a) 4 thresholds b) 8 doors closers c) 8 vertical panic bars d) 8 weather strips e) 8 paints		\$ 23,208.00
4	To replace hardware of (4) doors this includes: a) 2 thresholds b) 4 doors closer heavy duty c) 4 vertical panic bars d) 4 weather strips		\$ 5,800.00
NOTE: 5% DISCOUNT FOR INVOICES PAID IN 10 DAYS.		TOTAL	\$ 29,008.00
TERMS	SHIP DATE	PROJECT No.	RECEIVED BY.
10 DAYS	8/6/2001	00131	401



PRODUCER Case 02-02474 Doc 32041-5 Filed 07/10/09  
 COOP SEGUROS MULTIPLES  
 PO BOX 7077  
 CAGUAS PR 00726

Exhibit D (Part 2) Page

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.

Code 305 600

## INSURERS AFFORDING COVERAGE

INSURED  
 JOSE A CORREA FELICIANO  
 DBA ELITE SECURITY SYSTEMS  
 CONDOMINIO LAGUNA GARDENS III APTD 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
<b>GENERAL LIABILITY</b> <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
<b>AUTOMOBILE LIABILITY</b> <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) \$
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY-EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
<b>EXCESS LIABILITY</b> <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 \$ \$ \$
<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b> STOP GAP	CG-426046	05-23-2001	05-23-2002	<input type="checkbox"/> WC STATU <input checked="" type="checkbox"/> OTHER TORY LIMITS 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

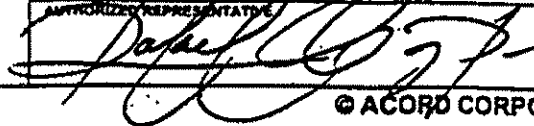
CERTIFICATE HOLDER : ADDITIONAL INSURED: INSURER LETTER:

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

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE



**7768 Big Kmart**  
PR20 AND ESMERALDA  
GUAYMABO, PR 00970

Store # 7768

Location \_\_\_\_\_

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 X
4. Was the contractor made aware of the disruptions? Yes \_\_\_\_\_ No X  
Did he do anything to alleviate the problem? Yes \_\_\_\_\_ No X
5. During the project, were any fixtures or merchandise damaged? Yes \_\_\_\_\_ No X  
Was the contractor made aware of the damages? Yes \_\_\_\_\_ No X
6. If Yes, explain and provide estimate of damages.  
M/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 FRAN RUIZ Date 8/7/01  
Store Manager's Name (Print) FREDDY RUIZ

Contractor's Signature \_\_\_\_\_ Date \_\_\_\_\_

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

..being first duly sworn, says that he is

**OWNER**

of ELITE SECURITY SYSTEMS.

**(Title)**

**{Firm Name}**

which is contractor for REPAIRING AND REPLACE STEEL DOORS on building situated on  
(Trade - General, Electrical, Etc.)

```

premises known and described as KMART GUAYNABO, GUAYNABO, P.R. (7768)
                                   (Street and Number)                (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:

- (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: 5,072

**Total Amount Owning**

(Sign)

Sworn to before me and subscribed in my presence at

San Juan

(City)

Puerto Rico

(State or Province)

this 15th. day of August

~~19~~ 2001

Seal

My Commission Expires \_\_\_\_\_ is for life

**Notary Public**

Prime Contractor 02-02474 DocuSign SYSTEMS 07/10/09 Entered 07/10/09 15:03:40 Desc Application Number  
Address LAGUNA GARDEN #3 SUITE PH-20 Exhibit D (Part 2) Page 20 of 25 Period 4/23/2001 to 7/31/01  
City, State & Zip CAROLINA, PUERTO RICO 00979  
Phone Number \_\_\_\_\_

1. Original Contract
2. Total Supplements
3. Final Revised Contract (Line 1 plus Line 2)
4. Total Previous Payments
5. Net Due (Line # minus Line 4)

	Amount
\$	<u>13,867.00</u>
\$	<u>00.00</u>
\$	<u>13,867.00</u>
\$	<u>00.00</u>
\$	<u>13,867.00</u>

## Prime Contractor Conditional Final Waiver of Lien

To: Kmart Corporation, having an interest in the premises # 7768 located at p. 20 and \_\_\_\_\_  
(Store Number) (Address)  
ESMERALDA, GUAYNABO, 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 THIRTEEN THOUSAND, EIGHT HUNDRED SIXTY  
(From Line 3) (\$13,867.00)  
SEVEN DOLLARS AND 00/100

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 \$ 13,867.00 and this final Waiver is given by the undersigned and is accepted by Kmart Corporation subject to such understanding.  
(From Line 3)

By: José A. Correa Feliciano Name: José A. Correa Feliciano  
(Authorized Signature) (Type or Print Name)  
Title: President Date: August 15, 2001

Affidavit No: 5,070

Subscribed to before me and subscribed in my presence. Witness the hand and seal given this 15th day of August in the year 2001 (State/Province) of in San Juan, Puerto Rico

Notary Public

My Commission is for life.



4/23/2001

URGENTLY!

# 7768

Subject: FOR REPAIR AND TO REPLACE STEEL EMERGENCY EXIT DOORS  
SINGLE TYPE, ALSO TO REPAIR ROLLING DOORS.

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. \_\_\_\_\_

Prepared by Kmart Corporation, this Proposal and the Bidding Instructions dated \_\_\_\_\_  
("Contract Documents"), all of which are hereby incorporated by reference and made part hereof.

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

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

Itemization: (necessary to consideration of proposal)

a) 3 threshold b) 3 door closer heavy duty c) 3 vertical door closer  
d) 3 weather strips e) 3 paint. \$ 8,199.00

To replace hardware to steel emergency exit doors (3) includes:

a) 3 Threshold b) 3 door closer heavy duty c) 3 panic bar d) 3 weather  
strips. \$ 4,868.00

To repair (2) rolling doors this includes:

a) to replace the double bottoms  
b) to replace the cover of the rolling doors  
c) Adjust the rolling doors. \$ 800.00

TOTAL PRICE..... \$ 13,867.00

Total

\$

Kmart Corporation  
Instruction Department

DUNS # 77609

ONTE MIERZA INTL Regional Office

Accepted Miky 22 19 01

Guillermo Ramirez

Type Name and Title

Proposal is Subject to and Governed By

Contractor ELITE SECURITY SYSTEMS

By Joe Correa Date 4/23/2001

JOE CORREA - OWNER

Type Name and Title

Address LAGUNA GARDEN BLVD #3 SUITE PH-E

City CAROLINA State PR Zip 00979

Phone No. (787) 752-4614, (787) 253-3669

Tax Identification # \_\_\_\_\_

# 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	03101

**BILL TO:**  
**KMART GUAYNABO (# 7768)**  
**GUAYNABO, PUERTO RICO**

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

	DESCRIPTION	UNIT PRICE	TOTAL	
3	TO REPLACE STEEL EXIT EMERGENCY DOORS SINGLE TYPE, THIS INCLUDES:  a) 3 Threshold b) 3 Door closers heavy duty c) 3 Vertical panic bars d) 3 Weather strip e) 3 Paint (The dimensions of these doors are 35 5/8" X 83 1/8" aprox.)	\$ 8,199.00	\$ 8,199.00	
3	TO REPLACE HARDWARE TO STEEL EMERGENCY EXIT DOORS, THIS INCLUDES:  a) 3 Threshold b) 3 Door closer heavy duty c) 3 Panic bars d) 3 Weather strip	4,868.00	4,868.00	
1	To repair rolling doors, this includes:  a) To replace double bottom b) To replace the cover of the rolling door c) To adjust rolling door.	800.00	800.00	
		TOTAL	\$ 13,867.00	
P.O. No.	TERMS	SHIP DATE	PROJECT No.	RECEIVED BY:
	10 DAYS	7/31/01	0100476	F. L. M. / RM

Exhibit D (Part 2)

## PRODUCER

COOP SEGUROS MULTIPLES  
PO BOX 7077  
CAGUAS PR 00726

Code: 005 600

## INSURED

JOSE A CORREA FELICIANO  
BA ELITE SECURITY SYSTEMS  
CONDominio LAGUNA GARDENS III APTO PH E  
CAROLINA PR 00979

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

INSURER A: COOP SEGUROS MULTIPLES

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## OVERAGES

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
<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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 \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS-COMP/OP AGG \$ 1,000,000
<b>AUTOMOBILE LIABILITY</b> <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) \$
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY-EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
<b>EXCESS LIABILITY</b> <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 \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$ \$
<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b> STOP GAP	CG-426046	05-23-2001	05-23-2002	<input type="checkbox"/> WC STATU <input checked="" type="checkbox"/> OTHER TORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE-EA EMPLOYEE \$ 1,000,000 E.L. DISEASE-POLICY LIMIT \$ 1,000,000
OTHER				

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

381 FIRE SUPPRESSION SYSTEMS INSTALLATION, SERVICING OR REPAIR

451 ELECTRICAL APPARATUS INSTALLATION, SERVICING OR REPAIR

## CERTIFICATE HOLDER

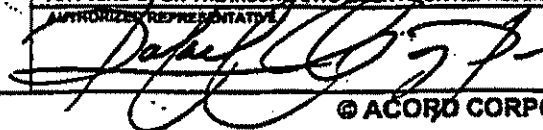
## ADDITIONAL INSURED; INSURER LETTER

## CANCELLATION

WART CORPORATION  
O FACILITY MANAGEMENT  
100WEST BLG BEAVER ROAD  
ROY, MI 48084

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

AUTHORIZED REPRESENTATIVE



**FACILITY MANAGEMENT DIVISION**  
**WORK ORDER SURVEY FORM**

Case 02-02474 Doc 32041-5 Filed 07/10/09 Entered 07/10/09 15:03:49 Desc  
EXHIBIT D (Part 2) Page 24 of 25

**4490 Big Kmart**  
**CAPARRA HGTS.**  
**SAN JUAN, PR 00920**

Store # 4490  
Location San Patricio  
Contract / Work Order # \_\_\_\_\_  
Amount of Contract \$ \_\_\_\_\_  
Contractor \_\_\_\_\_  
Dated Awarded \_\_\_\_\_  
Project \_\_\_\_\_

Date/Time Started \_\_\_\_\_  
Date/Time Completed \_\_\_\_\_  
Number of people in crew \_\_\_\_\_

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 N/A  
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 N/A
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 [Signature]  
Store Manager's Name (Print) JAMES FERRER  
Contractor's Signature [Signature]

Date 8/7/01  
Date 8/7/01

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



Exhibit D (Part 2) Page 25 of 25  
**Lcdo. Nicolas Nogueras, Hijo**

**Law Offices**

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

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

July 10, 2002

Kmart Corporation et Al.  
C/O Trumbull Services, LLC  
PO BOX 476  
Windsor, CT 06095

Re: **Kmart Corp.**  
**Case No. 02-02474**

Dear Agent:

Enclosed herein you should find a Proof of Claim for:

*Elite Security Systems*  
*Laguna Garden Edificio #3 PHE*  
*Carolina, PR 00979*

With nothing further, I remain.

Sincerely,

  
Nicolas Nogueras, Jr.

Enclosure

cc: Shaken, Arpe, State, Meagher & Flom (Illinois)  
333 West Wacker Drive, Suite 2100  
Chicago, Illinois 60606-1285