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 projectos 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.

La cantidad total solicitada a nuestro financiador es de \$ 29,300.00. 1)

- 2) Esta cantidad será utilizada únicamente para cubrir materiales, equipo y labor de los projectos descritos en el contrato # 0100476, para las tiendas Kmart de Trujillo Alto, San Patricio y Kmart de Cayey, Puerto Rico.
- Que las utilidades que estamos garantizando a travéz del contrato # 0100476 para el Sr. 3) 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).
- Que en la eventualidad de demora en los pagos por Kmart (nuestro cliente) mas allá de 5) 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 projecto.

• :

El pago de este pagaré, mas utilidades se hará en un cheque de gerente o cheque 6) 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 🔅

Case 02-02474 Do	CERTIFICA	TE OF HABI	Heredinsura	NGE49 Desc	DOVERN) STAN
PRODUCER COOP SEGUROS MULTIPLES PO BOX 7077 CAGUAS PR 00726			STORE ZERTIFICATE I ONLY AND CONFEI HOLDER. THIS CER	S ISSUED AS A MATTER OF RS NO RIGHTS UPON THE RTIFICATE DOES NOT AMEN IGE AFFORDED BY THE POLI	CERTIFIC
		Code: 005 600		ERS AFFORDING COVERAG	
INSURED			INSURER A: COOP S	EGUROS MULTIPLES	
JOSE A CORREA FELICIANO	•	**	INSURER B:		
DBA ELITE SECURITY SYSTEMS			INSURER C: INSURER D:		
CONDOMINIO LAGUNA GARDENI CAROLINA PR 00979	S III APTO PH E		INSURER E:		
COVERAGES					
THE POLICIES OF INSURANCE LISTED E ANY REQUIREMENT, TERM OR CONDITI PERTAIN. THE INSURANCE AFFORDED POLICIES. AGGREGATE LIMITS SHOWN	BY THE POLICIES DE MAY HAVE BEEN RED	SCRIBED HEREIN IS SU UCED BY PAID CLAIMS.	JBJECT TO ALL THE TER	MS. EXCLUSIONS AND CONDITI	NITHSTANDING SUED OR MA ONS OF SUC
TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	· · · · · · · · · · · · · · · · · · ·
GENERAL LIABILITY	CG-126046	05-23-2001	05-23-2002	EACH OCCURRENCE	\$ 1,000.
COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 50.3
CLAIMS MADE OCCUR				MED EXP (Any one person)	\$ 5.
ADDITIONAL INSURED				PERSONAL & ADV . INJURY	\$ 1,000.0
GEN'L AGGREGATE LIMIT APPLIES PER	٤		i 	GENERAL AGGREGATE	\$ 1,000,0
POLICY PROJECT LOC				PRODUCTS-COMP/OP AGG	\$ 1,000.
AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	1
ANY AUTO	_			(Ea accident)	\$
ALL OWNED AUTOS				BODILY INJURY	
SCHEDULED AUTOS				(Per person)	\$
HIRED AUTOS				BODILY INJURI	<u> </u>
NON-OWNED AUTOS				(Per accident)	\$
			<i>'</i> .	PROPERTY DAMAGE (Per accident)	\$
GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	S
ANY AUTO				OTHER THAN EA ACC	\$
EVOEDO IMONIEM				AUTO ONLY: AGG	\$
EXCESS LIABILITY  OCCUR CLAIMS MADE	CU-4801	05-23-2001	05-23-2002	EACH OCCURRENCE	\$ 2,000.0
CLAIMS MADE				AGGREGATE	\$ 2,000.00
DEDUCTBLE					\$
				***************************************	\$
X RETENTION \$10,000					\$
WORKERS COMPENSATION	CG-426046	05-23-2001	05-23-2002	OTHER OTHER	
AND EMPLOYER'S LIABILITY				E.L. EACH ACCIDENT	S 1,000.00
STOP GAP				E.L. DISEASE-EA EMPLOYEE	\$ 1,000.00
OTHER		*,		E.L. DISEASE-POLICY LIMIT	<b>S</b> 1,000.00
				•	
ESCRIPTION OF ORDER A POWER IS ORDER					
ESCRIPTION OF OPERATIONS / LOCATION: 4381 FIRE SUPPRESSION SYSTEMS	S/VEHICLES/EXCLUS	IONS ADDED BY ENDOF	RSEMENT / SPECIAL PROV	risions	
2451 ELECTRICAL APPARATUS INST.	ALLATION, SERVICI	NG OR REPAIR			
				•	
ERTIFICATE HOLDER DDITIONA	L INSURED: INSURER		24112		٠.
	C MOUNED; MOUNER	LETTER:	CANCELLATION :		,
MART CORPORATION			EXPIRATION DATE THEREOF	DESCRIBED POLICIES BE CANCELL THE ISSUING INSURER WILL ENDE	ED BEFORE THE
O FACILITY MANAGEMENT 100WEST BLG BEAVER ROAD			DAYS WRITTEN NOT	ICE TO THE CERTIFICATE HOLDED	MANUER TO THE
ROY, MI 48084		· L	ART AIRD UPON THE INSURE	SO SHALL IMPOSE NO OBLIGATION ( R. IT'S AGENTS OR REPRESENTATIVE	OR LIABILITY OF
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CORD 25-S (7/97)			ブイメ	@ ACORD CORPORAT	TON 1988

ACORD 25-S (7/97)

FACILITY MANAGEMED & \$2041-5 Filed 07/10/09  WORK ORDER SURVEY FORM D (Part 2) P	Page 4 of 25 AVE LIESUS T. PINERO 4010
Stora # 7446	CAYEY, PR 00736
Location Cayey	- ·
Contract / Work Order #	
Amount of Contract \$	
Contractor	Date/Time Started 6/23/01  Date/Time Completed 6/23/61
	Date/Time Completed 6/23/6/
	Number of people in crew 4
Dated Awarded	,
Project The following service and/or work tickets by the contractor	
The Store Manager MUST complete the following:  1. Did the contractor provide sufficient notice to the Store Yes No  2. Did the contractor survey the scope of the contract with Yes No  3. Were store operations disrupted? Yes No  4. Was the contractor made aware of the disruptions? Did he do anything to alleviate the problem? Yes During the project, were any fixtures or merchandist Was the contractor made aware of the damages?  6. If Yes, explain and provide estimate of damages.	th the Store Manager prior to commencement?  Yes No
7. Workmanship: Above Average 8. Would you recommend using the firm again? Yes 9. Store Manager's comments (Print Legibly)	Average Below average No
	Date 8/7/0/
Store Manager's Signature	Date OITION
Store Manager's Name (Philit)	Date
Contractor's Signature	

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

# Case 02-02474 Doc 32041-5 Filed 07/10/09 Entered 07/10/09 15:03:49 Desc Contractor 5 SWOFMbibl (Part2) Plage 5 of 25

JOE CORREA	,bei	ing first duly sworn, says that he is
(Person taking oath) OWNER	of ELITE SECURITY	
(Title) which is contractor for REPLACING ROLLI (Trade	NG_DOORS e - General, Electrical, Etc.)	on building situated on
premises known and described as <u>KMART C</u>	AYEY, CAYEY, P.R. (7446)— set and Number)	(City) (State or Province)
and that to procure payment for said contracto	r for work completed, that he has rull)	y and correctly set forth below the
following:  (1) the name of each of his sub-control for labor and material furnished to  (2) the name of each of his material su for material furnished to date here	o date hereof. Where no further bala ppliers, whether paid or unpaid, and, eof. Where no further balance owing	ince owing, state "None."  if unpaid, the amount owing each  j, state "None."
(3) the name of each of his job employ to date hereof.	yees unpaid, and the amount owing ed	
Name	Trade	Amount Owing To Date Hereof
ANIBAL ORTIZ (A.I.R. EN	TERPRISES)	NONE
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		AMERICANIA SING IN A SUCCESSION AND AND AND AND AND AND AND AND AND AN
		Andrews were many to the state of the state
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(Note: If lines provided are insufficient for all names, then use	back of this form.)	A
Affidavit No: 5,071	lokdy	Amount Owing
	(Sign)	Personaling activity
Swarn to before me and subscribed in my pro	esence at San Juan	Rico Rico
this 15th. day of August		Palent
Seal My Commission Expires 1s	5 for life	thatary Publish
2/01	, TOC	

Prime Contractor Canditional Final Waiver of Lie  Total Previous Payments  Net Due (Line # minus Line 4)  Prime Contractor Conditional Final Waiver of Lie  To: Kmart Corporation, having an interest in the premises #7446  Normal Previous Payment and/or materials.  In Consideration of the Sum of MINE TROUSAND, ELIGHT HUNDRED AND  (From Line 3)  (\$9,800.00)  (\$9,800.00)  Prime Contractor Conditional Final Waiver of Lie  To: Kmart Corporation, having an interest in the premises #7446  Normal Previous Payment and/or materials.  In Consideration of the Sum of MINE TROUSAND, ELIGHT HUNDRED AND  (From Line 3)  (\$9,800.00)  (\$9,800.00)  (\$9,800.00)  (\$9,800.00)  (\$9,800.00)  The undersigned does hereby Waive, Release and Forever Discharge any and all liens, claim rights of lien on or against the premises described above for and on account of work performed labor, equipment and/or materials supplied at or in connection with construction or improvement her 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 in the final payment in the amount of \$9,800.00 and this final Waiver is given by the undersigned final payment in the amount of \$9,800.00 and this final Waiver is given by the undersigned final payment in the amount of \$9,800.00 and this final Waiver is given by the undersigned final Payment in the amount of \$9,800.00 and this final Waiver is given by the undersigned final Payment in the amount of \$9,800.00 and this final Waiver is given by the undersigned final Payment in the year 2001 (State/Province) of 1n Sam Jayaha Payerto Rico  Angust 15, 2001	Prime Contrasset 02-	OPLIATE DECEMBER 5 SYSTEMS	3/10/09Ent	tered 07/10/09 1	5:03: <del>49 Desc</del>	
Amount  1. Original Contract 2. Total Supplements 3. Final Revisd Contract (Line 1 plus Line 2) 4. Total Previous Payments 5. Net Due (Line # minus Line 4)  Prime Contractor Conditional Final Waiver of Lie  To: Kmart Corporation, having an interest in the premises #7446   located at   (Address)    AVE. JESUS T. PINEIRO 4010, carr# 1 CAYEY Upon which the undersigned has performed for Supplied labor, equipment and/or materials.  In Consideration of the Sum of NINE THOUSAND, EIGHT HUNDRED AND   (From Line 3)    Oo/100 (\$9,800.00) (\$  The undersigned does hereby Waive, Release and Forever Discharge any and all liens, claim rights of lien on or against the premises described above for and on account of work performed labor, equipment and/or materials supplied at or in connection with construction or improvement 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 the final payment in the amount of \$9,800.00 and this final Waiver is given by the undersigned is accepted by Kmart Corporation subject to such understanding.  By:	Address			- A 5/12/21	301 10//	
Amount  9,800.00  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)  Prime Contractor Conditional Final Waiver of Lie  To: Kmart Corporation, having an interest in the premises #7446  [Sione Number]  AVE. JESUS T. PINEIRO 4010, carr\$ 1 CAYEY Upon which the undersigned has performed to supplied labor, equipment and/or materials.  In Consideration of the Sum of NINE THOUSAND, EIGHT HUNDRED AND  [From Line 3)  (\$9,800.00)  (\$0,900.00  (\$0,900.00  (\$0,900.00  (\$0,900.00  (\$0,900.00  (\$0,900	City, State & Zip	CAROLINA, PUERTO RICO		•		
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4. Total Previous Payments 5. Net Due (Line # minus Line 4)  Prime Contractor Conditional Final Waiver of Lie  To: Kmart Corporation, having an interest in the premises #7446  (Glore Number)  AVE. JESUS T. PINEIRO 4010, carr\$ 1 CAYEY Upon which the undersigned has performed and/or supplied labor, equipment and/or materials.  In Consideration of the Sum of NINE THOUSAND, EIGHT HUNDRED AND  (From Line 3)  (\$9,800.00)  (\$  The undersigned does hereby Waive, Release and Forever Discharge any and all liens, claim rights of lien on or against the premises described above for and on account of work performed labor, equipment and/or materials supplied at or in connection with construction or improvement 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 the final payment in the amount of \$9,800.00 and this final Waiver is given by the undersigned is accepted by Kmart Corporation subject to such understanding.  By:  (Authorized Signature)  President  Date:  Name:  José A. Correa Felicia (Type or Print Name)  August 15, 2001  Affidavit No: 5,069  Subscribed to before me and subscribed in my presence. Witness the hand and seal given this day of August in the year 2001 (State/Province) of in Sam Juana Puerto Rico	<ol><li>Total Supplement</li></ol>	ents				
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To: Kmart Corporation, having an interest in the premises #7446  AVE. JESUS T. PINEIRO 4010, carr\$ 1 CAYEY Upon which the undersigned has performed by the undersigned has performed by the undersigned has performed by the undersigned labor, equipment and/or materials.  In Consideration of the Sum of NINE THOUSAND, EIGHT HUNDRED AND  (\$9,800.00)  The undersigned does hereby Waive, Release and Forever Discharge any and all liens, claim rights of lien on or against the premises described above for and on account of work performed labor, equipment and/or materials supplied at or in connection with construction or improvement 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 the final payment in the amount of \$9,800.00 and this final Waiver is given by the undersigned by the undersigned by Kmart Corporation subject to such understanding.  By:  (Authorized Signature)  President  Date:  Name:  José A. Correa Felicia (Type or Print Name)  August 15, 2001  Affidavit No: 5,069  Subscribed to before me and subscribed in my presence. Witness the hand and seal given the day of August in the year 2001 (State/Province) of in Sam Juant, Puerto Rico				•	•	
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AVE. JESUS T. PINEIRO 4010, carr# 1 CAYEY Upon which the undersigned has performed and/or Supplied labor, equipment and/or materials.  In Consideration of the Sum of MINE THOUSAND, EIGHT HUNDRED AND  (\$9,800.00) (\$  The undersigned does hereby Waive, Release and Forever Discharge any and all liens, claim rights of lien on or against the premises described above for and on account of work performed labor, equipment and/or materials supplied at or in connection with construction or improvement 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 the final payment in the amount of \$9,800.00 and this final Waiver is given by the undersigned is accepted by Kmart Corporation subject to such understanding.  By:  (Authorized Signature)  Name:  José A. Correa Felicia (Type or Print Name)  August 15, 2001  Affidavit No: 5,069  Subscribed to before me and subscribed in my presence. Witness the hand and seal given the day of August in the year 2001 (State/Province) of In San Juant, Puerto Rico	Prime C	ontractor Condi	LIUIIai	Liligi AAC	MACI OI E	14.11
AVE. JESUS T. PINEIRO 4010, carr# 1 CAYEY Upon which the undersigned has performed and/or Supplied labor, equipment and/or materials.  In Consideration of the Sum of MINE THOUSAND, EIGHT HUNDRED AND  (\$9,800.00) (\$  The undersigned does hereby Waive, Release and Forever Discharge any and all liens, claim rights of lien on or against the premises described above for and on account of work performed labor, equipment and/or materials supplied at or in connection with construction or improvement 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 the final payment in the amount of \$9,800.00 and this final Waiver is given by the undersigned is accepted by Kmart Corporation subject to such understanding.  By:  (Authorized Signature)  Name:  José A. Correa Felicia (Type or Print Name)  August 15, 2001  Affidavit No: 5,069  Subscribed to before me and subscribed in my presence. Witness the hand and seal given the day of August in the year 2001 (State/Province) of In San Juant, Puerto Rico	To: Kmart Corpora	ation, having an interest in the	premises #7	7446 locate	ed at	· · · · · · · · · · · · · · · · · · ·
In Consideration of the Sum of NINE THOUSAND, EIGHT HUNDRED AND  (\$9,800.00)  (\$0,800.00)  (\$0,8	AVE. JESUS T.	PINEIRO 4010, carr# 1	CAYEY Upo		dersigned has pe	rformed
In Consideration of the Sum of NINE THOUSAND, EIGHT HUNDRED AND  (\$9,800.00)  (\$0,800.00)  (\$0,8	PUERTO RICCIO. S	State and Zip)  jed Jahon equipment and/or m	aterials.			
The undersigned does hereby Waive, Release and Forever Discharge any and all liens, claim rights of lien on or against the premises described above for and on account of work performed labor, equipment and/or materials supplied at or in connection with construction or improvement 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 the final payment in the amount of \$ 9,800.00 and this final Waiver is given by the undersigned that the effect and enforceability of this Final Waiver of Lien shall be conditioned only upon receipt by the undersigned that the final payment in the amount of \$ 9,800.00 and this final Waiver is given by the undersigned that the final payment in the amount of \$ 9,800.00 and this final Waiver is given by the undersigned that the final payment in the amount of \$ 9,800.00 and this final Waiver is given by the undersigned that final waiver is given by the undersigned that the effect and enforceability of this Final Waiver of Lien shall be conditioned only upon receipt by the undersigned the final payment in the amount of \$ 9,800.00 and this final Waiver is given by the undersigned that the effect and enforceability of this Final Waiver of Lien shall be conditioned only upon receipt by the undersigned the final waiver is given by the undersigned that the effect and enforceability of this Final Waiver of Lien shall be conditioned only upon receipt by the undersigned the enforceability of this Final Waiver of Lien shall be conditioned only upon receipt by the undersigned the enforceability of this Final Waiver of Lien shall be conditioned only upon receipt by the undersigned the enforceability of this Final Waiver of Lien shall be conditioned only upon receipt by the undersigned the enforceability of this Final Waiver of Lien shall be conditioned only upon receipt by the undersigned the enforceability of this Final Waive				HUNDRED AND	ı	
The undersigned does hereby Waive, Release and Forever Discharge any and all liens, claim rights of lien on or against the premises described above for and on account of work performed labor, equipment and/or materials supplied at or in connection with construction or improvement 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 the final payment in the amount of \$9,800.00 and this final Waiver is given by the undersigned in Front Line \$1.00 and the signal waiver is given by the undersigned in the president page.  By:    Name: José A. Correa Felicia (Type or Print Name)	In Consideration	of the Sum of MINE THOUSE	1110 , 0.2011	(From Line 3)		
rights of lien on or against the premises described above for and on account of Work performed labor, equipment and/or materials supplied at or in connection with construction or improvement 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 final payment in the amount of \$ 9,800.00 and this final Waiver is given by the undersigned is accepted by Kmart Corporation subject to such understanding.  By:    Name: José A. Correa Felicia (Type or Print Name)	00/100		(\$9,800.0	•	(\$	)
(Authorized Signature)  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 day of August in the year 2001 (State/Province) of in San Juan Puerto Rico	labor, equipment at the premises desc Anything herein co enforceability of th the final payment it is accepted by Km	and/or materials supplied at or cribed above.  Intained to the contrary notwith is Final Waiver of Lien shall be the amount of \$ 9,800.008	hstanding, it e conditione and this final this final	is understood to do not be don't upon record to don	that the effect and eipt by the under n by the undersig	d rsigned of ned and
Affidavit No: 5,069 Subscribed to before me and subscribed in my presence. Witness the hand and seal given this day of August in the year 2001 (State/Province) of in San Juan Puerto Rico	Ву:	(Authorized Signature)	IVQIIIC	J ,		
Affidavit No: 5,069 Subscribed to before me and subscribed in my presence. Witness the hand and seal given this day of August in the year 2001 (State/Province) of in San Juan Puerto Rico		•		August	15, 2001	
Affidavit NO: 5,069 Subscribed to before me and subscribed in my presence. Witness the hand and seal given this day of August in the year 2001 (State/Province) of in San Juan Puerto Rico	Title: Preside	ent .	Date:		***************************************	
Subscribed to before me and subscribed in my presence. Witness the hand and seal given this day of August in the year 2001 (State/Province) of in San Juan Puerto Rico	,	5.069				
day of August in the year 2001 (State/Province) of in San Juan Puerto Rico	Subscribed to before	ore me and subscribed in my I	presence. V	Vitness the han	d and seal given	this 15th
1 Min and 1	day of August	in the year 2001 (State/Pr	ovince) of _	in San Juan	Puerto Rico	•
Notary Public  My Commission is for life.  Rocaro RICC RIO  NOTARIO	Notary Public My	Commission is for life	•	780C4DO N	ICC ARIO	,

Case 02-02474 Doc 32041-5 Filed thorization No. Exhibit D (P	1 07/10/09 <b>urganysy 0</b> 7/10/0 Part 2) Page 7 of 25	9 15:03:49 Desc
Date		PT % truncy
Project: REMOVING (2) PAIR OF OLD EMER AND THE INSTALLATION OF (2) No Proposal: For and in consideration of the sum to be mentioned, we will furnish all labor and material and a specifications dated	NEW ROLLING DOOK.	on the contract basis hereinciter
rawings No.		
is prepared by Kmart Corporation, this Proposal and the "Contract Documents"), all of which are hereby incontract Basis: (Indicate Lump Sum or Time and Mo	corporated by reference and m	ade part hereaf.
We will start work within <u>ASAP</u> days from date of a	rward, and will camplete same	as follows: ASAP
temization: (necessary to consideration of proposal  I. Installation of (2) rolling doors  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 do  e) Dimension of rolling doors is	al warehouse this i	\$ 9,800.00
	Telef	<u> </u>
mart Corporation Onstruction Department DUNS #77609	Contractor ELITE SE	CURITY SYSTEMS  Date 5/12/2001
MONTE HIEDRA IN Regional Office		EA - OWNER
Coulterno Raminez - Project Sirece  Type Name and Title  is Proposal is Subject to and Governed By		N BLVD.#3 SUITE PH-E State PR Zip 00979
is rapposal is subject to diffe outside by Terms and Candillians on Reverse Side	DIVING #	· · · · · ·

## 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

KMART CAYEY (#7446) CAYEY, PUERTO RICO SHIP TO: KMART FIELD OFFICE 8249 HAGGERTY ROAD CANTON, MI. 48187 ATT. TIM SLIMP MELISSA WOLFE

,	T T		DESCRIPTION		UNIT P	UCE	TOTAL
2	a) b) c)	AREHOUSE,  2 Double be 2 Upper cov 2 Manual of	N OF ROLLING DO THIS INCLUDES: ottom with rubber er for rolling doors perated devices of old exit steel doors of rolling doors are	S	\$ 9,800.	.00	\$ 9,800.00
		0773 586 DE 19 DA Z	COUDIT FOR PAY	···			3 9,300.30
** ** ** *	·,,	TERMS	JHIP DATE	PROJECT	l'No.	REC	eived 34:
		10 DAYS	7/31/2001	01004	76	0	1/12

Hon. Sila Naria Caldorón Gobornadora



Into Cor. Agustin Cartagona Diax José

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.

RUBEN ERAZO KUILAN

Director

Div. Técnico, Planos Y Certificaciones

١	RODUCER Case 02-02474 DOC COOP SEGUROS MULTIPLES PO BOX 7077 CAGUAS PR 00726			TOTAL AND CONFER HOLDER. THIS CERT ALTER THE COVERAGE	TISSUED AND STER OF S NO RIGHTS UPON THE TIFICATE DOES NOT AMEND SE AFFORDED BY THE POLICERS AFFORDING COVERAGE	CERTIFICA D. EXTEND : DIES BELOW
		i	Code: 005 500	. IRGURA	KS MPPOKUING COVERAGE	
1	SURED	<del></del>			GUROS MULTIPLES	
	OSE A CORREA FELICIANO	•	•	INSURER B INSURER C		
E	IBA ELITE SECURITY SYSTEMS CONDOMINIO LAGUNA GARDENS I			INSURER C		
	AROLINA PR 00979	mar:off=		NSURER E		
	OVERAGES -				**************************************	
	THE POLICIES OF INSURANCE LISTED BEI ANY REQUIREMENT, TERM OR CONDITION PERTAIN, THE INSURANCE AFFORCED B POLICIES, AGGREGATE LIMITS SHOWN M	n of any contract Y the policies des	OR CTHER DOCUMENT SCRIBED HEREIN IS SU	TWITH RESPECT TO WHIC	H THIS CERTIFICATE MAY BE IS:	SUED OR MAY
;		POUCY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
Γ	GENERAL LIABILITY	CG-426C46	C5-23-2001	35-23-2002	EACH OCCURRENCE	<b>\$</b> 1,000 D
l	COMMERCIAL GENERAL LIABILITY	i			FIRE DAMAGE (Any one fire)	<b>\$</b> 50.2
	CLAIMS MADE S COCUR	\$ 100 miles			MED EXP (Any one person)	\$ 5.0
l	ADDITIONAL INSURED			;	PERSONAL & ADV. INJURY	\$ 1,000.0
	GEN'L AGGREGATE LIMIT APPLIES PER			:	GENERAL AGGREGATE PRODUCTS-COMP/OP AGG	\$ 1,000.0 \$ 1,000.0
	Dency Description 100			:	T NOBOC: 5-COMPIQE AGG	\$ 1,000.0
	AUTOMOBILE LIABILITY  ANY AUTO			;	COMBINED SINGLE LIMIT (Ea accident)	\$
	ALL OWNED AUTOS				BODILY INJURY	s
	SCHEDULED AUTOS			1	(Per person)	3
	HIRED AUTOS			1	SODILY INJURI	<u>.</u>
	NON-OWNED AUTOS			:	(Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY			* !	AUTO ONLY-EA ACCIDENT	S
l	ANY AUTO				OTHER THAN EA ACC	S
					AGG	
	EXCESS LIABILITY  OCCUR CLAIMS MADE	Cù-4801	05-23-2001	15-23-2102	EACH OCCURRENCE AGGREGATE	\$ 2,000.00 \$ 2,000.00
	A 22001. [] CONTRACTOR				Addreame	
l	DEDUCTIBLE			##		\$
ľ	RETENTION \$10,000			j		S
	310,000	66 126616	AC 22 2004	1 15-23-2102	WC STATU KO OTHER	3
1	WORKERS COMPENSATION	CG-425045	05-23-2001	15-23-2102	TORYLIMITS	
Ì	AND EMPLOYER'S LIABILITY				E.L. EACH ACCIDENT	\$ 1,000 C
	STOP GAP	•			E.L. DISEASE-EA EMPLOYEE  E.L. DISEASE-POLICY LIMIT	\$ 1.000.00
1	OTHER	` <b>!</b>	· · · · · · · · · · · · · · · · · · ·		The sound of the s	<b>S 1,000</b> .30
***************************************	A The state of the			ļ	•	
DE	CRIPTION OF OPERATIONS / LOCATIONS	/ VEHICLES / EXCLU	SIONS ADDED BY ENDO	: PRSEMENT 'SPECIAL PRO	VISIONS	***************************************
943 924	181 FIRE SUPPRESSION SYSTEMS II 151 ELECTRICAL APPARATUS INSTA	NSTALLATION, SEI LLATION, SERVICI	RVICING OR REPAIR NG OR REPAIR			
					· · ·	٠,
CEI	RTIFICATE HOLDER DDITIONA	L INSURED; INSURER		CANCELLATION 11	1.00 May 100 Ma	*
KM	ART CORPORATION			SHOULD ANY OF THE ABOY EXPIRATION DATE THEREO	ve described policies be cancel of, the issuing insurer will end	LED BEFORE TH
C/C	FACILITY MANAGEMENT	. <b>*•</b> ** * *	••	DAYS WIRETTEN NO	TICE TO THE CERTIFICATE NO NEW	
31( TD	OWEST BLG BEAVER ROAD			ANY KIND LEON THE INSUR	SO SHALL IMPOSE NO OBLIGATION ER. ITS AGENTS OR REPRESENTATIV	or liability o es.
• •	OY, MI 48084	·. ·.	•	ANTO BEEN TENESPORTATIVE	11/2-1	
	· .			paper	4071-	
AC	ORD 25-S (7/97)				G ACORO CORPORA	TION 1988

#### Confragatoris Suports Sinteme Platered 07/10/09 15:03:49 Desc Exhibit D (Part 2) Page 11 of 25 being first duly sworn, says that he is JOE CORREA (Person taking oath) of ELITE SECURITY SYSTEMS (Firm Name) (Title) which is contractor for REPAIRING AND REPLACE ALL TYPE OF DOORS ... on building situated on (Trade - General, Electrical, Etc.) 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. Amount Owing To Date Hereof Trade Name ANIBAL ORTIZ (A.I.R. ENTERPRISES) (Note: If lines provided are insufficient for all names, then use back of this form.) Affidavit No: 5,074 (Sign) San Juan Sworn to before me and subscribed in my presence at (City) day of \_\_\_\_August 2001 My Commission Expires is for life.

2352

Prime Cockestor FLATE SECURITY SYSTEMS 07/10/09	Entered 07/10/09 15:03:49 (Desc / 2004)
Address LAGUNA GARDEN XBIDVID. (ParPR) E Page	± ntered 0.710/09 15:03:49 to 876/2001 € 12 of 25
City, State & Zip CAROLINA. PUERTO RICO 00979	<b></b>
Phone Number	-
	Amount
A Chinal Contract	\$63,459.00
1. Original Contract	\$ 00 00
<ol> <li>Total Supplements</li> <li>Final Revisd Contract (Line 1 plus Line 2)</li> </ol>	\$ 29 008 00 (parcial invoice)
4. Total Previous Payments	\$ 00.00
5. Net Due (Line # minus Line 4)	\$ 29,008.00
5. Net Due (Line # Hinds Line 4)	·
Prime Contractor Condition	al Final Waiver of Lien
Printe Contractor Condition	ar i fildi franci. O. E.C
To: Kmart Corporation, having an interest in the premise	s # 7665 located at CAROLINA
	(Store Homber) (Address)
	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 THOU	(From Line 3)
	(From Line 3)
	29,008.00 /
The undersigned does hereby Waive, Release and For	ever Discharge any and all liens, claims, or
rights of liep on or against the premises described above	e for and on account of work performed and
labor, equipment and/or materials supplied at or in conne	ection with construction or improvement at
the premises described above.	
Anything herein contained to the contrary notwithstanding	g, it is understood that the effect and
enforceability of this Final Waiver of Lien shall be conditi	oned only upon receipt by the undersigned of
the final payment in the amount of \$29,008.0@nd this	linal Walver is given by the undersigned and
is accepted by Kmart Corporation subject to such under	
is accepted by Kindin Go. political Co.	
1/20/2	
By: Jal a Cerrer Felica N	ame: José A. Correa Feliciano
(Authorized Signature)	(Type or Print Name)
President . D	August 15, 2001
Title:D	ate:
Affidavit No: 5,068	
Subscribed to before me and subscribed in my presence	e. Witness the hand and seal given this 15th
day of August in the year 2001 (State/Province)	A PARTICULAR CONTROL PROCESSION ASSESSMENT OF THE PROCESSION ASSESSMENT OF
	ST OF OR THE
//h	
· Meny	
Notary Bublic	
Notary Public	
My Commission is for life.	PO VETTO BUEL DIO
/	THO PICTORICS RIP
1	

WORK ORDER SURVEY FORMALITY D (Part 2)	10/09 Entered 07/19/19/15/03/19 Desc Page 13 of 25 65!h INFANTRY AVENUE CAROLINA, PR 00985
itore #	CANOLINA, FIT 00303
.ocation	
Contract / Work Order #	
\mount of Contract \$	
>ontractor	Date/Time Started
	Date/Time Completed
	Number of people in crew
Dated Awarded	
Project	
The following service and/or work tickets by the contractor	or are associated with this project
I. Did the contractor provide sufficient notice to the Story Yes No  2. Did the contractor survey the scope of the contract ways No  3. Were store operations disrupted? Yes No  4. Was the contractor made aware of the disruptions? Did he do anything to alleviate the problem? Yes  5. During the project, were any fixtures or merchandis Was the contractor made aware of the damages?  5. If Yes, explain and provide estimate of damages.	o Yes No
\ A401KBIGHGIEN: \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Average Below average
Store Manager's Signature Store Manager's Name (Print)	Date 8-8-01  Date 1-0/
Contractor's Signature ( )	19
This original Survey Form is to be Invoice, Waivers of Lies	returned by the Contractor with an n, Service Tickets, Etc.

te	Part 2) Page 14 of 250S COLOBOS SHOPING CENTER CAROLINA
FOR REPAIRS, TO REPLACE AND SI MANUAL OPERATED GLASS DOOR AND Sposal: For and in consideration of the sum to be ntioned, we will furnish all labor and material and decifications dated	natilities by Kmert Cornection on the confider costs hereinstall
wings No.  prepared by Kmart Corporation, this Proposal and II  "Contract Documents"), all of which are hereby inc  ntract Basis: (Indicate Lump Sum or Time and Mo	pierici Terms)
will start work within <u>ASAP</u> days from date of a	tword, and will complete same as failaws: ASAP
mization: (necessary to consideration of proposal To remove, to reinstall and to aduminum beam.	just these doors e) To replace the upper \$\frac{1}{800.00}\$
Total Pr	ice\$ 63,459.00
	Toici S  Control ELYTE SECURITY SYSTEMS
DUNS # 77609 Instruction Department  OUTE HIEDEM INTER Regional Office  cepted MAY 22 19 Of  Like Rough  Guilbring Raminez Vey Proposition  Type Name and Title	JOE CORREA - OWNER  Type Name and Title  Address LAGUNA GARDEN BLVD #3 PH-E  City CAROLINA Sigle PR Zig 00979
s Prápasai is Subject to and Gaverned By	Tax identification #

ler NoCase 02-02474 - Doc 32041-5 Fix	7/07/10/09 Entered 07/10/09 15:03:49 Desc Part 2) Page 15 of 25
horization No EXHIBIT D (I	LOS COLOBOS SHOPING CENTER
e 4/18/2001	CAROLINA
ject: FOR REPAIRS. TO REPLACE AND SE IRS, MANUAL OPERATED GLASS DOOR AND poscl: For and in consideration of the sum to be putioned, we will furnish all labor and material and do defications dated	His by kmart Carporanan on the contract data has another
vings No.	
"repared by Kmart Corporation, this Proposal and the "Contract Documents"), all of which are hereby income	redreted by reference and made pair hereal.
stract Basis: (Indicate Lump Sum or Time and Mate	erici Terms)
will start work within ASAP days from date of aw	ord, and will complete same as failaws: ASAP
THRESHOLD OF THESE DOORS. ALSO TO	OPERATED GLASS DOORS TO CHANGE PIVOT AND CHANGE (5) DOOR CLOSER HEAVY DUTY  \$ 9,980.00
d) To replace bottom and upper glament of (5) automatic doors and compared to the first steel a) 3 threshold, b) 6 doors closers e) 6 paint 2) To replace handware cludes: a) 8 threshold b) 8 door compared to replace a emergency exit steel a) To replace a emergency exit steel a)	omatic glass door Model 3000 (SLIDING TYPE), sors. c) To replace (1) microboard control, ss doors rails (SLIDING TYPE) e) Adjust- ntrol systems \$15,405.00 door (3 pairs), These replacement include: c) 6 vertical panic bar d) 6 weather strips to steel emergency exit door (8) this in- loser c) 8 panic bar d) 8 weather strip. el door, single type 35 3/8" wide, 90"
high aproximated includes the hard	ware mentioned above.4) To replace emer
ment this include replacement of (	echanism of rolling doors (2) and adjust- 1) control and to repair mechanical com-
replace door closer heavy duty b)	2) exit glass doors this includes: a) To To replace threskeld c) To replace weather
strip.  int Corporation	Contractor ELITE SECURITY SYSTEMS
struction Department Duns # 77609	by: (se Carrer Date 4/18/2001
UTE HIEDRA IN Regional Office	JOE CORREA -OWNER-
apted MPM 22 19 0/	Type Name and Title
Millio Kan	Address LAGUNA GARDEN BLVD # 3 SUITE PH-E
GuillER 40 RAMINEZ Rig. Project Direct	City CAROLINA State PR Zip 00979
Type Name and Title	Phone No. (787) 753-4614, (787) 253-3669
Proposal is Subject to and Governed By	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

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

1 may V			DESCRIPTION		UNIT PR	ICE	TOTAL
4 PAIR	de: a) b) c) d)	replace emerg	gency EXIT steel doo rs ic bars	ors, this inclu-			\$ 23, 208.00
4	a) b) c)	replace hardy 2 thresholds 4 doors close 4 vertical pan 4 weather str	ic bars	includes:		ef.	\$ 5,800.00
		21 (25) 22 (21)	odenet koa keyo taye.	ICES PAID	TOTAL		\$ 29,008.00
·							
7 * 15.		10 DAYS	8/6/2001	PROJECT 0013		PFC C	401

COOP SEGUROS MULTIPLES PO BOX 7077 CAGUAS PR 00726		iled 07/10/09 0 (Part 2) Page	HOLDER. THIS CER	SINSUED AS A WATTER OF IS NO RIGHTS UPON THE TIFICATE DOES NOT AMEN SE AFFORDED BY THE POLI	CERTIFICAT D. EXTEND C
		Code 205 600	INSURE	ERS AFFORDING COVERAGI	
INSURED		• •	INSURER A: COOP SE	GUROS MULTIPLES	
JOSE A CORREA FELICIANO	٠	••	INSURER 8: INSURER C:		
DBA ELITE SECURITY SYSTEMS			INSURER D:		
CONDOMINIO LAGUNA GARDENS CAROLINA PR 00979	MAPIOPHE		INSURER E:		
COVERAGES			· · · · · · · · · · · · · · · · · · ·		
THE POLICIES OF INSURANCE LISTED BE ANY REQUIREMENT, TERM OR CONDITION PERTAIN, THE INSURANCE AFFORDED IN POLICIES, AGGREGATE LIMITS SHOWN IN	IN OF ANY CONTRACT BY THE POLICIES DE	TOR OTHER DOCUMENT SCRIBED HEREIN IS SU JOED BY PAID CLAIMS.	TWITH RESPECT TO WHIC JBJECT TO ALL THE TERM	H THIS CERTIFICATE MAY BE IS	CHED OD MAY
TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MANODAYY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
GENERAL LIABILITY	CG-426046	05-23-200*	05-23-2002	EACH OCCURRENCE	\$ 1,000.00
COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 50.00
CLAIMS MADE OCCUR				MED EXP (Any one person)	\$ 5,00
ADDITIONAL INSURED				PERSONAL & ADV , INJURY GENERAL AGGREGATE	\$ 1,000.00
GEN'L AGGRESATE LIMIT APPLIES PER:				PRODUCTS-COMP/OP AGG	\$ 1,000.00 \$ 1,000.00
POLICY PROJECT LOC					J 1,000.00
AUTOMOBILE LIABILITY		i		COMBINED SINGLE LIMIT	
MY AUTO				(Ea accident)	\$
ALL OWNED AUTOS		1		BODILY INJURY	
SCHEDULED AUTOS				(Per person)	\$
HIRED AUTOS		; ;		BODILY INJURI	
NON-OWNED AUTOS				(Per accident)	S
		• nugle		PROPERTY DAMAGE	<u> </u>
				(Per accident)	\$
GARAGE LIABILITY  ANY AUTO				AUTO ONLY-EA ACCIDENT	\$
				OTHER THAN EA ACC	\$
EXCESS LIABILITY	CU-4801	: 25 23 2000	05-23-2002	AGG	
CLAIMS MADE	C0-4601	25-23-20C*	05-23-2002	EACH OCCURRENCE AGGREGATE	\$ 2,000,00 \$ 2,000,00
	* •				
DEDUCTIBLE					\$
RETENTION \$10,000	-				S
<b>5</b>	CG-426046	05-23-200°	05-23-2002	WC STATU OTHER	•
WORKERS COMPENSATION AND EMPLOYER'S LIABILITY		my 400	44 40 504	TORY LIMITS	
STOP GAP				E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE	\$ 1,000.00
0.00	•,	•		E.L. DISEASE-POLICY LIMIT	\$ 1,000.00
OTHER		,			\$ 1, <b>00</b> 0,00
	1	•			
				•	
DESCRIPTION OF OPERATIONS / LOCATIONS	/ VEHICLES / EXCLU	SIONS ADDED BY ENDO	RSEMENT / SPECIAL PROV	VISIONS	
94381 FIRE SUPPRESSION SYSTEMS I 92451 ELECTRICAL APPARATUS INSTA	NSTALLATION. SEI	RVICING OR REPAIR		•	
CERTIFICATE HOLDER DOITIONA	L INSURED: INSURE	LETTER:	CANCELLATION 11 2		
KMART CORPORATION		-	SHOULD ANY OF THE ABOVE EXPIRATION DATE THEREON	E DESCRIBED POLICIES BE CANCEL F, THE ISSUING INSURER WILL END	LED BEFORE THE
C/O FACILITY MANAGEMENT	•		CAYS WRITTEN NOT	ICE TO THE CERTIFICATE MOUNTE	MANUEL TO THE
3100WEST BLG BEAVER ROAD			LEFT, BUT FAILURE TO DO :	SO SHALL IMPOSE NO OBLIGATION R. ITS AGENTATIVE	
TROY, MI 48084	$v_i + c$	*	MALINE REPRESENTATOR	1/2	N-i-
· 			Jaguer (	ED 21-	
ACORD 25-S (7/97)				G ACORO CORPORA	TION 1988

WORK ORDER SUR PEY F DE 12011 (Part 2)  Store # 7768	PR20 AND ESMERALDA GUAYMABO, PR 00970
Location	1
Contract / Work Order #	Laggithouse contributed for the second secon
Amount of Contract \$	
Contractor	Date/Time Started
	Date/Time Completed
	Number of people in crew
Dated Awarded	
the state of the s	
The Store Manager MUST complete the following:  1. Did the contractor provide sufficient notice to the Storyes No  2. Did the contractor survey the scope of the contract wayes No  3. Were store operations disrupted? Yes No  4. Was the contractor made aware of the disruptions? Did he do anything to alleviate the problem? Yes  5. During the project, were any fixtures or merchandis was the contractor made aware of the damages?	o Yes No Yes
Did the contractor provide sufficient notice to the Store Yes No      Did the contractor survey the scope of the contract w Yes No  Were store operations disrupted? Yes No  No No	o Yes No Yes
1. Did the contractor provide sufficient notice to the Story Yes No	rith the Store Manager prior to commencement?  o No Yes No se damaged? Yes No Yes No
1. Did the contractor provide sufficient notice to the Store Yes No	Average No
1. Did the contractor provide sufficient notice to the Store Yes No	Average No

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

## Case 02-094745 Doc 32041-51-Eil do7/10/09 Entered 07/.10/09 15:03:49 Desc Exhibit D (Part 2) Page 19 of 25

JOE CORREA		first duly sworn, says that he is
OWNER (Person taking o	of ELITE SECURITY S	SYSTEMS
(Title)	(Firr	m Name}
which is contractor for REPAIRING AND		on building situated on
nomicas known and described as KMARI	T GUAYNABO, GUAYNABO, P.R. (7768)	
premises known and door	(City	(State or Province)
P 11	ractor for work completed, that he has fully an	
(1) the name of each of his sub-co	ontractors, whether paid or unpaid, and, if un hed to date hereof. Where no further balance	npaid, the amount owing each
for labor and material turnish	hed to date hereof. Where no runner balance tal suppliers, whether paid or unpaid, and, if u	s owing, sidle indine. India the amount owing pack
13) the name of each of his iob en	nployees unpaid, and the amount owing each	for labor and service rendered
to date hereof.		•
Name	Trade	Amount Owing To Date Hereot
ANIBAL ORTIZ(A.I.R.EN	(TERPRISES)	NONE
·		
	·	
	•	
(Note: If lines provided are insufficient for all names, then	n use back of this form.)	ount Owing
AFFIDAVIT NO: 5,072	(old Am	PRAD TO STATE OF THE PROPERTY
111111111111111111111111111111111111111	(Sign) Mel Gold	the Bucar
		in Plane onthe St
Sworn to before me and subscribed in my	y presence at San Juan	Rico Rico
this 15th. day of August		
		the chil
Seal My Commission Expires _	15 FOF THE	Notory Publish
6 1 01 00 10 mm 2/01	100	TO BUT OF THE OWNER OWNER OF THE OWNER OF THE OWNER OWNE

Prime Confractor 2-62474: Specific Out - 534 Film 187/10/09 Address LAGUNA GARDEN Hibit Del Part 2 City, State & Zip CAROLINA, PUERTO RICO 00979 Phone Number	Entered 07/10/09 15:03:49 Desc e 20 01/23 4/23/2001 107/31/01
<ol> <li>Original Contract</li> <li>Total Supplements</li> <li>Final Revisd Contract (Line 1 plus Line 2)</li> <li>Total Previous Payments</li> <li>Net Due (Line # minus Line 4)</li> </ol>	Amount \$ 13,867.00 \$ 00.00 \$ 13,867.00 \$ 13,867.00
Prime Contractor Conditiona	
To: Kmart Corporation, having an interest in the premises  ESMERALDA GUAYNABO, P. R.  (City. State and Zip)  work and/or supplied labor, equipment and/or materials.	#7768 located at p 20 and (Address)  Jpon which the undersigned has performed
In Consideration of the Sum of THIRTEEN THOUSAND.	(From Line 3)
SEVEN DOLLARS AND 00/100	(\$13,867.00)
The undersigned does hereby Waive, Release and Forerights of lien on or against the premises described above labor, equipment and/or materials supplied at or in connect the premises described above.  Anything herein contained to the contrary notwithstanding enforceability of this Final Waiver of Lien shall be conditionally and the conditional statements.	tion with construction or improvement at , it is understood that the effect and ned only upon receipt by the undersigned of
the final payment in the amount of \$13,867.0 and this fine is accepted by Kmart Corporation subject to such understance.	hal Waiver is given by the undersigned and
- ( les a le come No	me: José A. Correa Feliciano
By: (Authorized Signature)	(Type or Print Name)
Tulo: President Da	te: August 15, 2001
Affidavit No: 5,070	
Subscribed to before me and subscribed in my presence. day of <u>August</u> in the year 2001 (State/Province) of	in San Juan, Puerto Rico
Notary Public My Commission is for life.	To BE CONTROL OF THE PARTY OF T

73	# 7768
ject: FOR REPAIR AND TO REPLACE STEEL SINGLE TYPE, ALSO TO REPAIR ROL posal: For and in consideration of the sum to be postioned, we will furnish all labor and material and do diffications dated	EMERGENCY EXIT DOORS LING DOORS. aid us by Kmart Corporation on the contract basis hereinufier all work and agree to all canditions as called for in
repared by Kmart Corporation, this Proposal and the "Contract Documents"), all of which are hereby incortract Basis: (Indicate Lump Sum or Time and Mate	erial Terms)
will start work withinASAP days from date of aw	eard, and will complete same as follows. Above
d) 3 weather strips e) 3 paint.	s 4,868.00  cludes:
c) Adjust the rolling doors.	
TOTAL	L PRICE \$ 13,867.00
art Corporation  Instruction Department  ONTE HIBYZA INTERESSIONAL Office  Septed MITY ZZ  Sep	Contractor ELIPE SECURITY SYSTEMS  By 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  LECTOR Phone No. (787) 752-4614, (787) 253-3669
Proposal is Subject to and Governed By	Tax Identification #

#### **ELITE SECURITY SYSTEMS**

COND. LAGUNA GARDEN BLDG. 3 SUITE PH-E, CAROLINA, PR. 00979 PHONE: (787) 253-3669, (787) 751-0142

(787) 753-4614 FAX: **JOE CORREA (OWNER)**  INVOICE

DATE	NUMBER
7/31/01	03101

KMART GUAYNABO (# 7768) **GUAYNABO, PUERTO RICO** 

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

		DESCRIPTION		UNIT PE	UCE	TOTAL
3		STEEL EXIT EMER E, THIS INCLUDES:	GENCY DOOR	S		
	a) 3 Thresho		1			
	b) 3 Door cl	osers heavy duty				Annual Marian Company of the Company
	d) 3 Weather					
	e) 3 Paint			l <u>.</u>		
	, ,	ensions of these doors	are 35 5/8" X			
	83 1/8" a	prox.)		\$ 8,199.	) <b>0</b>	\$ 8,199.00
3	1	HARDWARE TO ST S, THIS INCLUDES:		NCY	•	
	a) 3 Thresho	ld				
		oser heavy duty				
	c) 3 Panic b: d) 3 Weather			4,868.	YA.	4,868.00
	a) 5 weather	rstrip		3,000,		2,000.00
1	To repair rolli	ng doors, this include	:S:			
	a) To replace	double bottom				
		the cover of the rolli	ng door			
	c) To adjust	rolling door.	_	800.	00	800.00
						1
			,	TO	TAL	3 13,367.00
> <u></u>	o. TERLIS	SHIP DATE	PROJECT	No.	REC	L EIVED BY:
	10 DAYS		0100476		F	lenien

<b>ICORD</b> Case 02-0247 <b>4</b>	ERTIFICAT	E OEdJABI	JTY INSURAN	<b>©€</b> 15:03:49 Desc.	06-21-2001
RODUCER OOP SEGUROS MULTIPLES	Exhi	bit D (Part 2)	THIS GERTIFICATE IS ONLY AND CONFERS	ISSUED AS A MATTER OF I	NFORMATION CERTIFICATE
>O BOX 7077			HOLDER. THIS CERT	IFICATE DOES NOT AMEND E AFFORDED BY THE POLIC	EXTEND OR
DAGUAS PR 00726		\$			· ·
		Code: 005 600	INSURE	RS AFFORDING COVERAGE	
SURED				UROS MULTIPLES	
OSE A CORREA FELICIANO	No ga		INSURER B:		
BA ELITE SECURITY SYSTEMS	III ARTA DU E		INSURER D:		
ONDOMINIO LAGUNA GARDENS AROLINA PR 00979	MAPIOPHE		INSURER E:		
OVERAGES AND STATE OF THE STATE	a popular a gradu gradica	ur. Ebská de A	HEAT CONTRACTOR	Description of the second	Cherry 1
THE POLICIES OF INSURANCE LISTED BE ANY REQUIREMENT, TERM OR CONDITION DEBTAIN THE INSURANCE AFFORDED BE	LOW HAVE BEEN ISSI N OF ANY CONTRACT IY THE POLICIES DE	JED TO THE INSURED N OR OTHER DOCUMEN' SCRIBED HEREIN IS SL	IAMED ABOVE FOR THE PO T WITH RESPECT TO WHICH	LICY PERIOD INDICATED, NOTWI H THIS CERTIFICATE MAY BE ISS	ITHSTANDING SUED OR MAY
POLICIES. AGGREGATE LIMITS SHOWN M TYPE OF INSURANCE	POLICY NUMBER	POLICY SFFECTIVE	POLICY EXPIRATION DATE (MM/DD/YY)	Januarya - Minisa -	
	CG-426046	05-23-2001	05-23-2002	EACH OCCURRENCE	\$ 1,000,000
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY	CG-426046	05-23-2001	00-20-2002	FIRE DAMAGE (Any one fire)	\$ 50,000
CLAIMS MADE OCCUR				MED EXP (Any one person)	\$ 5,000
ADDITIONAL INSURED				PERSONAL & ADV . INJURY	\$ 1,000,000
				GENERAL AGGREGATE	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS-COMP/OF AGG	\$ 1,000.000
AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$
ANY AUTO	£4			(Ea accident)	
ALL OWNED AUTOS				(Per person)	\$
SCHEDULED AUTOS					
HIRED AUTOS				BODILY INJURI (Per accident)	\$
NON-OWNED AUTOS					
				PROPERTY DAMAGE (Per sccident)	\$
GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	\$
ANY AUTO				OTHER THAN EA ACC	\$
				AGG	\$
EXCESS LIABILITY  CLAIMS MADE	CU-4801	05-23-2001	05-23-2002	AGGREGATE	\$ 2,000,000 \$ 2,000,000
OCCUR CLAIMS MADE	٠.			71001120112	\$
DEDUCTIBLE			1		\$
RETENTION \$10,000					S
	CG-426046	05-23-2001	05-23-2002	WC STATU OTHER	
WORKERS COMPENSATION	00-200-0	00-20-2001		EL EACH ACCIDENT	
AND EMPLOYER'S LIABILITY				E.L. DISEASE-EA EMPLOYEE	\$ 1,000,000 \$ 1,000,000
STOP GAP	••		••	E.L. DISEASE-POLICY LIMIT	\$ 1,000,000
OTHER :			·		, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	,			•	
SCRIPTION OF OPERATIONS / LOCATIONS	/ VEHICLES / EXCLU	SIONS ADDED BY END	ORSEMENT / SPECIAL PRO	VISIONS	
381 FIRE SUPPRESSION SYSTEMS I 451 ELECTRICAL APPARATUS INSTA			₹	•	
					٠,
RTIFICATE HOLDER	L'INSURED; INSURE	R LETTER:			
WART CORPORATION				VE DESCRIBED POLICIES BE CANCE OF, THE ISSUING INSURER WILL EN	
O FACILITY MANAGEMENT			DAYS WRITTEN NO	TICE TO THE CERTIFICATE HOLDE	R NAMED TO THE
100WEST BLG BEAVER ROAD	•	₹.		O SO SHALL IMPOSE NO OBLIGATION REPLITS AGENTS OR REPRESENTATION	VES.
ROY, MI 48084	Sy 5, 5	*•	ANTHORIZED REPRESENTATIVE	1/1/5	-
	•	<	Japan !	-477	•
CORD 25-S (7/97)			- / / . / / - /	@ ACORO CORPORA	ATION 1988

FACILITY MANAGEMENT DIVISION WORK ORDER SURVEY FORM D (Part 2) Pa  Store # 4490 Location San Patricio	SAN JUAN, PR 00920
Contract / Work Order #	
Amount of Contract \$	
Contractor	•
	Date/Time Completed
	Number of people in crew
Dated Awarded	
The Store Manager MUST complete the following:  1. Did the contractor provide sufficient notice to the Store Yes No  2. Did the contractor survey the scope of the contract with Yes No  3. Were store operations disrupted? Yes No 4. Was the contractor made aware of the disruptions? Did he do anything to alleviate the problem? Yes  5. During the project, were any fixtures or merchandise Was the contractor made aware of the damages? Yes  6. If Yes, explain and provide estimate of damages.	Yes No
7 (B) A = 1 (M) M	verage Below average
	Date 8 7 01
Store Manager's Signature  Store Manager's Name (Print) Zawus Foundick	Date 8/7/01
Contractor's Signature full Court	
This Original Survey Form is to be re Invoice, Waivers of Lien,	turned by the Contractor with an Service Tickets, Etc.

Lcdo. Micolas Rogueras, 251jo

Law Offices

Banco Cooperativo Plaza Suite 301 A Ave. Ponce de León 623 Vato 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, Ju

**Enclousure** 

CC:

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