


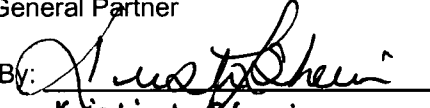
UNITED STATES BANKRUPTCY COURT	District of Delaware	PROOF OF CLAIM
Name of Debtor: ADS Logistics, LLC		Case Number: 09-13101 (PJW)
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Westminster RH Macedonia LLC		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where notices should be sent: c/o The Westminster Funds (R) 270 Westminster, Suite 300, Lake Forest, IL 60045 Attn: Kristi Sherin Telephone number: (847) 234-1123		
Name and address where payment should be sent (if different from above): Telephone number:		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: \$ <u>231,460.05</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim.
2. Basis for Claim: <u>Rent - Real Property</u> (See instruction #2 on reverse side.)		<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		<input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		<input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(____). Amount entitled to priority: \$ _____ *Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
Date: <u>9-11-09</u> Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.		FOR COURT USE ONLY ADS Logistics  00004
See Attached Signature Page		

Proof of Claim - ADS Logistics, LLC (Case # 09-13101 (PJV))
Amount of Claim: \$231,460.05

Creditor: Westminster RH Macedonia LLC

By: Westminster Fund V LP
Its: Sole Member

By: Westminster Advisors V LLC
Its: General Partner



By: Kristi L. Sherin
Kristi L. Sherin
Authorized Agent

Dated: September 11, 2009

Westminster RH Macedonia LLC

Statement of Rent Due

as of September 2, 2009
 Tenant: ADS Logistics, LLC

Property	Tenant	SF	Monthly Rent	Escalations Date	Monthly Amount	Security Deposit	Lease Start	Lease Expiration	Extension Options
R&H Macedonia	ADS Logistics, LLC	140,200	\$28,084.19	9/1/2009	\$57,419.94	\$0.00	07/15/03	08/31/24	2 - Five year extension options at Fair Market Rent
	Building Occupancy	100%		Annually starting - 9/1/10	CPI Based = 2.3%				

Description	Amount	Due	Late Charge*
September Rent	\$57,419.94	9/1/2009	
August Rent	\$28,084.19	8/1/2009	\$1,123.37
Real Estate Taxes	\$55,009.50	7/1/2009	\$2,200.38
July Rent	\$28,084.19	7/1/2009	\$1,123.37
June Rent	\$28,084.19	6/1/2009	\$1,123.37
May Rent	\$28,084.19	5/1/2009	\$1,123.37
	\$224,766.20		\$6,693.85
Total Owed by Tenant	\$231,460.05		

*Per Article 27 of the Lease, a late charge of 4% of such overdue amount shall be imposed on *any installment of Rent or any other sum due from Tenant* not received *within five days after the date on which sum is due.*

relating to (i) the presence, disposal, release or threatened release of any Regulated Substance; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or relating to any Regulated Substance; or (iii) any Environmental Laws, Regulated Substance or other environmental matters. If at the expiration or other termination of this Lease any response or clean up of a condition involving Regulated Substances is required by any federal, state or local governmental authority, Tenant shall remain solely responsible for such requirement and this Lease shall remain in full force and effect pursuant to the terms of Article XXII until such response or clean up is completed to the satisfaction of the respective governmental authority. The indemnity contained in the Section XXVI shall survive the expiration or earlier termination of this Lease.

ARTICLE XXVII.

Late Rent

Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Landlord by the terms of any mortgage or trust deed encumbering the Premises. Accordingly, if any installment of Rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee within five (5) days after the date on which such sum is due, Tenant shall pay to Landlord a late charge equal to the greater of 4% of such overdue amount, or the late charge, penalty or interest imposed on Landlord by its Mortgagee as a result of any late payment made to such Mortgagee. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

ARTICLE XXVIII.

Estoppel Certificates

Each party will promptly execute, acknowledge, and deliver to the other party a certificate certifying that this Lease is unmodified and is in full force and effect (or, if modified, that this Lease is in full force and effect, as modified, and stating the date of each instrument so modifying this lease); the dates, if any, to which Rent and other charges payable hereunder have been paid; and, whether, in the opinion of such party, any default exists hereunder and, if so, the nature and period of existence thereof and what action such party is taking or proposes to take with respect thereto and whether notice thereof has been given and such other and further matters as may reasonably be requested by the other party and any mortgagee. If such certificate is required to be delivered by a corporation, the same shall be signed by the President or a Vice President and the Secretary or an Assistant Secretary thereof, and if such certificate is required to be delivered by a partnership, the same shall be signed by a general partner thereof. Any certificate required under this Article may be relied upon by a prospective purchaser, mortgagee, or other transferee of Landlord's or Tenant's interest under this Lease.

ARTICLE XXIX.

Reports

Tenant agrees to furnish to Landlord, with reasonable promptness: (1) copies of annual financial statements of Tenant (including, but not limited to, annual balance sheets, income statements and surplus statements) prepared in accordance with generally accepted accounting principles and certified by independent certified public accountants; and (2) other financial statements, reports and documents which the Tenant (i) files with or otherwise sends to the Securities and Exchange Commission, whether pursuant

Reservation of Rights

Westminster RH Macedonia LLC reserves all rights, claims, interests, remedies and defenses that it may now have or at any time hereafter may assert against the Debtor, or any other affiliate, entity or person, and any property held by the Debtor or any such affiliate, entity or person. This Proof of Claim is not intended to be, and shall not be construed as, (1) an election of remedies; (2) a waiver of any defaults or rights of setoff or recoupment; and/or (3) a waiver or limitation on any rights, remedies, claims, interests or defenses of Westminster RH Macedonia LLC. Westminster RH Macedonia LLC reserves any and all rights, remedies, claims, interests or defenses with respect to this claim (and any other claims it may file in this bankruptcy or any related bankruptcy case), including, but not limited to, the right to (a) amend, update, or supplement this Proof of Claim or any related proofs of claim at any time and in any respect (including, without limitation, the right to increase the amount of the claim); (b) file additional proofs of claim; (c) file requests for payment of administrative or priority expenses in accordance with 11 U.S.C. §§ 503 and 507; and/or (d) assert any rights of setoff, recoupment and any other remedies, claims, counter-claims, interests or defenses.

No Consent to Jurisdiction

By filing this Proof of Claim, Westminster RH Macedonia LLC does not submit to the jurisdiction of this court for any purpose other than with respect to this claim, and Westminster RH Macedonia LLC does not waive, and specifically preserves all of its procedural, substantive, and jurisdictional defenses to, any claim that may be asserted against Westminster RH Macedonia LLC by the Debtor or by any trustee or representative of the bankruptcy estate, including but not limited to any defense based upon the lack of jurisdiction of this Bankruptcy Court to entertain any such claim.