

UNITED STATES BANKRUPTCY COURT _____ DISTRICT OF <u>DELAWARE</u>		
Name of <u>ADS LOGISTICS, LLC.</u>	Case Number <u>09--13101</u>	THIS SPACE IS FOR COURT USE ONLY
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of 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 entity to whom the debtor owes money or property): <u>IBM CREDIT, LLC</u>	☐ Check box if you are aware that anyone has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. ☒ Check box if you have never received any notices from the bankruptcy court in this case. ☐ Check box if the address differs from the address on the envelope sent to you by the court.	
Name and Addresses Where Notices Should be Sent <u>B. H. SHIDELER</u> <u>TWO LINCOLN CENTRE</u> <u>OAKBROOK TERRACE, ILLINOIS 60181</u>	Telephone No. <u>877/876-7781</u>	
Account or other number by which creditor identifies debtor: <u>E/N 5594565</u>		Check here ☐ replaces if this claim ☐ amends a previously filed claim, dated _____
1. Basis for Claim ☐ Goods Sold ☐ Services performed ☐ Money loaned ☐ Personal injury/wrongful death ☐ Taxes ☒ Other <u>TERM LEASE AGREEMENT</u> RECEIVED SEP 25 2009 BMC GROUP		
2. Date debt was incurred: <u>01/2006</u> 3. If court judgment, date obtained: Unpaid compensation for services performed from _____ to _____ (date) (date)		
4. Total Amount of Claim at Time Case Filed: \$ <u>208,391.17</u> If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below. ☐ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
5. Secured Claim. ☐ Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: ☐ Real Estate ☐ Motor Vehicle ☐ Other _____ Value of Collateral: \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____	6. Unsecured Priority Claim. ☒ Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____ Specify the priority of the claim: ☐ Wages, salaries, or commissions (up to \$4,300)*, earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - U.S.C. § 507(a)(3) ☐ Contributions to an employee benefit plan - U.S.C. § 507(a)(4) ☐ Up to \$1,950* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6) ☐ Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7) ☐ Taxes or penalties of governmental units - 11 U.S.C. § 507(a)(8) ☐ Other - Specify applicable paragraph of 11 U.S.C. § 507(a) (____) *Amounts are subject to adjustment on 4/1/01 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment	
7. Credits: The amounts of all payments on this claim has been credited and deducted for making this proof of claim. 8. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If documents are not available, explain. If the documents are voluminous, attach a summary. 9. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		THIS SPACE IS FOR COURT USE ONLY
9/16/09	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any) <u>B. H. SHIDELER, NATIONAL BANKRUPTCY COORDINATOR</u> B. H. Shideler	US BANKRUPTCY COURT DISTRICT OF DELAWARE 2009 SEP 21 AM 8:41 FILED

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



BMC

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re)
)
)

ADS Logistics, LLC)
)

Debtor.)
)

Case No. 09-13101

POWER OF ATTORNEY

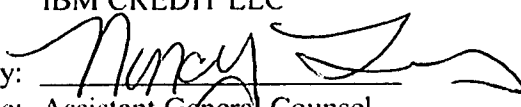
TO: Mrs. Beverly Shideler
National Bankruptcy Coordinator
IBM Corporation
Two Lincoln Centre
Oakbrook Terrace, IL 60181

The undersigned claimant hereby authorizes you as attorney in fact for the undersigned and with full power of substitution to file Proof of Claim, to execute any other documents, to receive distributions, and in general, to perform any act not constituting the practice of law for the undersigned in all matters arising in this case.

Dated: September 14, 2009

Signed:

IBM CREDIT LLC

By: 

Title: Assistant General Counsel

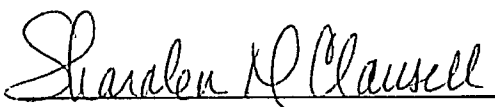
Address: North Castle Drive
Armonk, NY 10504

STATE OF NEW YORK)

) ss:

COUNTY OF WESTCHESTER)

The foregoing instrument was acknowledged before me this 14th day of September, 2009, by Nancy Lewis, who says that she is the Assistant General Counsel of IBM Credit LLC, a Delaware limited liability company, and is authorized to execute this power of attorney on its behalf.


Notary Public

SHARALEN M. CLAUSELL
A Notary Public, State of New York
No. 01CL5022559
Qualified in Westchester County
My Commission Expires January 18, 2010

E/N 5594565

IBM CREDIT, LLC - STATEMENT OF ACCOUNT
ADS LOGISTICS, LLC
CHAPTER 11 - CASE 09-13101
FILE DATE 09/02/09
DISTRICT OF DELAWARE

C/N	CUSTOMER NAME	INVOICE NO	INVOICE DATE	SRCE	INVOICE AMOUNT	ARBO	MKT BO	PRE- PETITION
242648	ADS Logistics LI	QE064VH	9/1/2009	Q896	158.60	OCG	IB1	158.60
	ADS Logistics LI	QE063VH	9/1/2009	Q896	264.70	OCG	IB1	264.70
	ADS Logistics LI	QE065VH	9/1/2009	Q896	1,350.50	OCG	IB1	1,350.50
256502	ADS Logistics LI	QE067VH	9/1/2009	Q896	252.36	OCG	ICG	252.36
502492	ADS Logistics LI	QE221VH	9/1/2009	Q896	894.42	OCG	IB1	894.42
	ADS Logistics LI	QE220VH	9/1/2009	Q896	168.63	OCG	IB1	168.63
	ADS Logistics LI	QE226VH	9/1/2009	Q896	380.98	OCG	IB1	380.98
	ADS Logistics LI	QE225VH	9/1/2009	Q896	2,066.87	OCG	IB1	2,066.87
	ADS Logistics LI	QE224VH	9/1/2009	Q896	181.54	OCG	IB1	181.54
	ADS Logistics LI	QE223VH	9/1/2009	Q896	14,009.17	OCG	IB1	14,009.17

PRE-PETITION

19727.77

REMAINING LEASE OBLIGATION

188,863.40

TOTAL CLAIM

208,391.17

International Business Machines Corporation

Please direct inquiries and correspondence to
IBM CORPORATION
1360 BOUL RENE-LEVESQUE O.
MONTREAL, QC. H3G2W6, CANADA

Call IBM at: (877) 426-6006

E-Mail Address ASKAR@US.IBM.COM

Installed At:
ADS LOGISTICS LLC
AREA TRANSPORTATION DIV
735 GEORGE NELSON DR
PORTAGE IN 46368-1275

Customer Number
0502492-06

Invoice Number
QE224VH

Invoice Date
09/01/09

Page Number
Page 1 of 1



Invoice To:
ADS LOGISTICS LLC
ACCOUNTS PAYABLE
935 W 175TH ST
HOMewood IL 60430-2049

Customer reference:
D00D95666

Please remit payments to
P.O. BOX 643600
PITTSBURGH, PA 15264-3600

Terms
PAYMENT WILL BE DEBITED ON
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INVOICED SUBJECT TO THE TERMS OF THE AGREEMENT BETWEEN YOU AND IBM CREDIT LLC

TYPE/DESCRIPTION MOD/SERIAL	LSE OPT	FROM DATE	THRU DATE	PERIODIC CHARGE	TAX AMOUNT	NET AMOUNT EXCLUDING TAXES
REGULAR PERIODIC INVOICE-PAYMENT IN ARREARS						
9SSR REMARKETED SERVICEELITE 001 B710694	S	09/01/09	09/30/09	182.00		182.00 0502492 A
CONVENIENT PAY DISCOUNT 0.25%						
CONVENIENT PAY DISCOUNT AMOUNT						0.46CR 0502492 A
TOTALS						181.54

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LATE PAYMENT FEE (2.00% OR MAXIMUM ALLOWED BY
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AREA TRANSPORTATION DIV
735 GEORGE NELSON DR
PORTAGE IN 46368-1275

Customer Number
0502492-08

Invoice Number
QE226VH

Invoice Date
09/01/09

Page Number
Page 1 of 1



Invoice To:
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935 W 175TH ST
HOMewood IL 60430-2049

Customer reference:
US2E-7PNUHL
D00F87481

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REGULAR PERIODIC INVOICE-PAYMENT IN ARREARS						
9SSR REMARKETED SERVICEELITE						
001 B906009	S	09/01/09	09/30/09	135.94		0502492 A
001 B906010	S	09/01/09	09/30/09	246.00		0502492 A
CONVENIENT PAY DISCOUNT 0.25%						
CONVENIENT PAY DISCOUNT AMOUNT						0.96CR 0502492 A
TOTALS						380.98

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Original Invoice

CONVENIENT PAYMENT AMOUNT

\$380.98

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ADS LOGISTICS LLC
AREA TRANSPORTATION DIV
9200 CALUMET AVE
MUNSTER IN 46321-2885

Customer Number
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Invoice Number
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09/01/09

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Page 1 of 3



Invoice To:
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ACCOUNTS PAYABLE
935 W 175TH ST
HOMEWOOD IL 60430-2049

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TYPE/DESCRIPTION MOD/SERIAL	LSE OPT	FROM DATE	THRU DATE	PERIODIC CHARGE	TAX AMOUNT	NET AMOUNT EXCLUDING TAXES	
REGULAR PERIODIC INVOICE-PAYMENT IN ARREARS							
3570 Magstar Tape Subsystem C01 0053374 MFG# 53374	B+	09/01/09	09/30/09	51.34	3.59	51.34	0502492 A
3581 Ultrium Tape Autoloader H17 0030448 MFG# 30448	B+	09/01/09	09/30/09	86.61	6.06	86.61	0502492 A
3581 Ultr. LVD Tape 2U Autoloader B 00B2882 MFG# B2882	B+	09/01/09	09/30/09	114.35	8.00	114.35	0502492 A
3581 LVD Tape Autoloader L38 00B9659 MFG# B9659	B+	09/01/09	09/30/09	188.78	13.21	188.78	0502492 A
5733 AS/400 SW SUB 5 YR PREPAY - SWRE SM5 00A4VMQ MFG# A4VMQ	S	09/01/09	09/30/09	218.86		218.86	0502492 A
5733 ISERIES 3 YR SW MAINT-SUBSC SU3 00A8TK8 MFG# A8TK8	S	09/01/09	09/30/09	68.97		68.97	0502492 A
5733 ISERIES 3 YR SW MAINT-SPT SX3 00A8TK9 MFG# A8TK9	S	09/01/09	09/30/09	53.80		53.80	0502492 A
7852 EXT V.34 DATA/FAX MODEM 400 42A3444 B+	B+	09/01/09	09/30/09	.70	.05	.70	0502492 A
9BPP BP/VENDOR TAX FINANCING 004 B522143 T	T	09/01/09	09/30/09	9.72		9.72	0502492 A
9SSR REMARKETED SERVICEELITE 001 B322063 S	S	09/01/09	09/30/09	301.49		301.49	0502492 A
001 B522144 S	S	09/01/09	09/30/09	460.62		460.62	0502492 A
001 B581787 S	S	09/01/09	09/30/09	485.10		485.10	0502492 A
001 B686686 S	S	09/01/09	09/30/09	1,040.32		1,040.32	0502492 A

CONTINUED

13 089 0920 A 000

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0502492-05

Invoice Number
QE223VH

Invoice Date
09/01/09

Page Number
Page 2 of 3



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Customer reference:
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TYPE/DESCRIPTION MOD/SERIAL	LSE OPT	FROM DATE	THRU DATE	PERIODIC CHARGE	TAX AMOUNT	NET AMOUNT EXCLUDING TAXES	
9406 AS/400 Advanced System 310 000034D MFG# 0034D	L	09/01/09	09/30/09	42.56	2.98	42.56	0502492 A
9406 AS/400 Advanced System MES# M29371	B+	09/01/09	09/30/09	236.21	16.53	236.21	0502492 A
9406 iSeries MES# EDW448	B+	09/01/09	09/30/09	2,185.39	152.98	2,185.39	0502492 A
MES# BGF689	B	09/01/09	09/30/09	350.55	24.54	350.55	0502492 A
004MB3M							
MES# BCN318	B+	09/01/09	09/30/09	2,063.47	144.44	2,063.47	0502492 A
MES# BCQ372	B+	09/01/09	09/30/09	37.47	2.62	37.47	0502492 A
MES# BGF688	B	09/01/09	09/30/09	1,279.28	89.55	1,279.28	0502492 A
9406 AS/400e System Unit 620 000034D MES# W02925	B+	09/01/09	09/30/09	256.05	17.92	256.05	0502492 A
9406 AS/400e Server 720 004MB3M MFG# 4MB3M	B+	09/01/09	09/30/09	53.78	3.76	53.78	0502492 A
9406 iSeries 810 000034D MES# V55429	B+	09/01/09	09/30/09	923.07	64.61	923.07	0502492 A
9406 iSeries 400 MES# M96485	B+	09/01/09	09/30/09	1,010.51	70.74	1,010.51	0502492 A
9406 iSeries 400 830 004MB3M MES# M97127	B+	09/01/09	09/30/09	220.28	15.42	220.28	0502492 A
9993 FINANCING OF IBM SERVICES/LDS 002 A229012	S	09/01/09	09/30/09	21.43		21.43	0502492 A
9994 VENDOR SOURCED OEM SW 002 B686687	T	09/01/09	09/30/09	1,581.55		1,581.55	0502492 A
9994 BP SOURCED (NON PC) FEATURES 004 B522145	T	09/01/09	09/30/09	29.16		29.16	0502492 A

CONTINUED

13 089 0920 A 000

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9200 CALUMET AVE
MUNSTER IN 46321-2885

Customer Number
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Invoice Number
QE223VH

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09/01/09

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Page 3 of 3



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TYPE/DESCRIPTION MOD/SERIAL	LSE OPT	FROM DATE	THRU DATE	PERIODIC CHARGE	TAX AMOUNT	NET AMOUNT EXCLUDING TAXES	
9995 3YR EMO/EXTENDED MAINTENANCE 003 A229013	S	09/01/09	09/30/09	35.84		35.84	0502492 A
CONVENIENT PAY DISCOUNT 0.25%							
CONVENIENT PAY DISCOUNT AMOUNT					1.59CR	33.50CR	0502492 A
TOTALS						13,373.76	
STATE TAX						635.41	
LOCATION TOTAL FOR CUSTOMER NUMBER: 0242648-05						14,009.17	
CUMULATIVE TOTALS						14,009.17	

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CONVENIENT PAYMENT AMOUNT

\$14,009.17

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Invoice Number
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Invoice Date
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735 GEORGE NELSON DR
PORTAGE IN 46368-1275

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ACCOUNTS PAYABLE
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HOMWOOD IL 60430-2049

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D00B98759

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REGULAR PERIODIC INVOICE-PAYMENT IN ARREARS							
3581 Ultr. LVD Tape 2U Autoloader							
L28 00A3172	B+	09/01/09	09/30/09	158.00	11.06	158.00	0502492 A
MFG# A3172							
CONVENIENT PAY DISCOUNT 0.25%							
CONVENIENT PAY DISCOUNT AMOUNT					.03CR	0.40CR	0502492 A
TOTALS						157.60	
STATE TAX						11.03	

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LATE PAYMENT FEE (2.00% OR MAXIMUM ALLOWED BY
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Original Invoice

CONVENIENT PAYMENT AMOUNT

\$168.63

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MONTREAL, QC. H3G2W6, CANADA

Call IBM at: (877) 426-6006

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AREA TRANSPORTATION DIV
735 GEORGE NELSON DR
PORTAGE IN 46368-1275

Customer Number
0502492-C1

Invoice Number
QE221VH

Invoice Date
09/01/09

Page Number
Page 1 of 1



Invoice To:
ADS LOGISTICS LLC
ACCOUNTS PAYABLE
935 W 175TH ST
HOMEWOOD IL 60430-2049

Customer reference:
D00B98762

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P.O. BOX 643600
PITTSBURGH, PA 15264-3600

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TYPE/DESCRIPTION MOD/SERIAL	LSE OPT	FROM DATE	THRU DATE	PERIODIC CHARGE	TAX AMOUNT	NET AMOUNT EXCLUDING TAXES	
REGULAR PERIODIC INVOICE-PAYMENT IN ARREARS							
3570 Magstar Tape Subsystem C01 0052391 MFG# 52391	B+	09/01/09	09/30/09	38.00	2.66	38.00	0502492 A
9406 AS/400 Advanced System 310 00294ED MFG# 294ED	B+	09/01/09	09/30/09	7.00	.49	7.00	0502492 A
9406 AS/400 Advanced System MES# F10120	B+	09/01/09	09/30/09	81.00	5.67	81.00	0502492 A
9406 iSeries MES# BBR184	B+	09/01/09	09/30/09	674.00	47.18	674.00	0502492 A
9406 AS/400e System Unit MES# W01238	B+	09/01/09	09/30/09	21.00	1.47	21.00	0502492 A
9406 iSeries 400 MES# M96811	B+	09/01/09	09/30/09	17.00	1.19	17.00	0502492 A
CONVENIENT PAY DISCOUNT 0.25%							
CONVENIENT PAY DISCOUNT AMOUNT					.14CR	2.10CR	0502492 A
TOTALS						835.90	
STATE TAX						58.52	

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CONVENIENT PAYMENT AMOUNT

\$894.42

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Call IBM at: (877) 426-6006

E-Mail Address ASKAR@US.IBM.COM

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9200 CALUMET AVE
MUNSTER IN 46321-2885

Customer Number
0502492-07

Invoice Number
QE225VH

Invoice Date
09/01/09

Page Number
Page 1 of 2



Invoice To:
ADS LOGISTICS LLC
ACCOUNTS PAYABLE
935 W 175TH ST
HOMWOOD IL 60430-2049

Customer reference:
D00F20424

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REGULAR PERIODIC INVOICE-PAYMENT IN ARREARS							
9BPP BP/VENDOR TAX FINANCING 004 B739906	T	09/01/09	09/30/09	17.34		17.34	0502492 A
9SSR REMARKETED SERVICEELITE 001 B739905	S	09/01/09	09/30/09	286.00		286.00	0502492 A
9406 iSeries 520 004MB3M MES# BGW632	B	09/01/09	09/30/09	643.76	45.06	643.76	0502492 A
TOTALS						947.10	
STATE TAX						45.06	
LOCATION TOTAL FOR CUSTOMER NUMBER: 0242648-07						992.16	
CUMULATIVE TOTALS						992.16	

CONTINUED

13 127 1070 A 000

International Business Machines Corporation

Please direct inquiries and correspondence to
IBM CORPORATION

1360 BOUL RENE-LEVESQUE O.
MONTREAL, QC. H3G2W6, CANADA

Call IBM at: (877) 426-6006

E-Mail Address ASKAR@US.IBM.COM

Installed At:

ADS LOGISTICS LLC
AREA TRANSPORTATION DIV
735 GEORGE NELSON DR
PORTAGE IN 46368-1275

Customer Number
0502492-07

Invoice Number
QE225VH

Invoice Date
09/01/09

Page Number
Page 2 of 2



Invoice To:

ADS LOGISTICS LLC
ACCOUNTS PAYABLE
935 W 175TH ST
HOMewood IL 60430-2049

Customer reference:
D00F20424

Please remit payments to

P.O. BOX 643600
PITTSBURGH, PA 15264-3600

Terms

PAYMENT WILL BE DEBITED ON
THE LAST BUSINESS DAY OF THE
MONTH THE INVOICE IS DATED

INVOICED SUBJECT TO THE TERMS OF THE AGREEMENT BETWEEN YOU AND IBM CREDIT LLC

TYPE/DESCRIPTION MOD/SERIAL	LSE OPT	FROM DATE	THRU DATE	PERIODIC CHARGE	TAX AMOUNT	NET AMOUNT EXCLUDING TAXES
REGULAR PERIODIC INVOICE-PAYMENT IN ARREARS						
9BPP BP/VENDOR TAX FINANCING						
004 B739888	T	09/01/09	09/30/09	62.57		62.57 0502492 A
9SSR REMARKETED SERVICEELITE						
001 B739886	S	09/01/09	09/30/09	1,017.32		1,017.32 0502492 A
CONVENIENT PAY DISCOUNT 0.25%						
CONVENIENT PAY DISCOUNT AMOUNT					.11CR	5.07CR 0502492 A
TOTALS						1,074.82
STATE TAX						0.11CR
LOCATION TOTAL FOR CUSTOMER NUMBER: 0502492-07						1,074.71
CUMULATIVE TOTALS						2,066.87

THIS IS ISSUED PURSUANT TO THE IBM CUSTOMER AGREEMENT OR THE EQUIVALENT AGREEMENT BETWEEN US.

LATE PAYMENT FEE (2.00% OR MAXIMUM ALLOWED BY
LAW) WILL BE CHARGED IF NOT PAID BY DUE DATE.

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Customer Number
0256502-33

Invoice Number
QE067VH

Invoice Date
09/01/09

Page Number
Page 1 of 1



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ADS LOGISTICS LLC
AREA TRANSPORTATION DIV
935 W 175TH ST
HOMEWOOD IL 60430-2049

Invoice To:
ADS LOGISTICS LLC
ACCOUNTS PAYABLE
9200 CALUMET AVE
STE N 300
MUNSTER IN 46321-5811

Customer reference:
D00765981

Please remit payments to
P.O. BOX 643600
PITTSBURGH, PA 15264-3600

Terms
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TYPE/DESCRIPTION MOD/SERIAL	LSE OPT	FROM DATE	THRU DATE	PERIODIC CHARGE	TAX AMOUNT	NET AMOUNT EXCLUDING TAXES
REGULAR PERIODIC INVOICE-PAYMENT IN ARREARS						
3570 Magstar Tape Subsystem C01 0055931	B+	09/01/09	09/30/09	247.00		247.00 0256502 A
7852 AS/400 DATA/FAX MODEM V.34 40Z 00T4675	B+	09/01/09	09/30/09	6.00		6.00 0256502 A
CONVENIENT PAY DISCOUNT 0.25%						
CONVENIENT PAY DISCOUNT AMOUNT						0.64CR 0256502 A
TOTALS						252.36

THIS IS ISSUED PURSUANT TO THE IBM CUSTOMER AGREEMENT OR THE EQUIVALENT AGREEMENT BETWEEN US.

LATE PAYMENT FEE (2.00% OR MAXIMUM ALLOWED BY
LAW) WILL BE CHARGED IF NOT PAID BY DUE DATE.

Original Invoice

CONVENIENT PAYMENT AMOUNT

\$252.36

International Business Machines Corporation

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IBM CORPORATION
1360 BOUL RENE-LEVESQUE O.
MONTREAL, QC. H3G2W6, CANADA

Call IBM at: (877) 426-6006

E-Mail Address ASKAR@US.IBM.COM

Installed At:
ADS LOGISTICS LLC
AREA TRANSPORTATION DIV
9200 CALUMET AVE
MUNSTER IN 46321-2885

Customer Number
0242648-00

Invoice Number
QE063VH

Invoice Date
09/01/09

Page Number
Page 1 of 1



Invoice To:
ADS LOGISTICS LLC
AREA TRANSPORTATION DIV
JORGE ARROYAVE
935 W 175TH ST
HOMEWOOD IL 60430-2049

Customer reference:
RON COHAN

Please remit payments to
P.O. BOX 643600
PITTSBURGH, PA 15264-3600

Terms
PAYMENT WILL BE DEBITED ON
THE LAST BUSINESS DAY OF THE
MONTH THE INVOICE IS DATED

INVOICED SUBJECT TO THE TERMS OF THE AGREEMENT BETWEEN YOU AND IBM CREDIT LLC

TYPE/DESCRIPTION MOD/SERIAL	LSE OPT	FROM DATE	THRU DATE	PERIODIC CHARGE	TAX AMOUNT	NET AMOUNT EXCLUDING TAXES	
REGULAR PERIODIC INVOICE-PAYMENT IN ARREARS							
9406 AS/400 Advanced System							
310 000034D							
MES# KA2560	L	09/01/09	09/30/09	5.00	.35	5.00	0242648 A
MES# KA2560	L	09/01/09	09/30/09	23.00	1.61	23.00	0242648 A
MES# KA2561	L	09/01/09	09/30/09	3.00	.21	3.00	0242648 A
MES# KA2561	L	09/01/09	09/30/09	3.00	.21	3.00	0242648 A
MES# KA2561	L	09/01/09	09/30/09	3.00	.21	3.00	0242648 A
MES# KA2561	L	09/01/09	09/30/09	3.00	.21	3.00	0242648 A
MES# KA2561	L	09/01/09	09/30/09	3.00	.21	3.00	0242648 A
MES# KA2561	L	09/01/09	09/30/09	3.00	.21	3.00	0242648 A
MES# KA2561	L	09/01/09	09/30/09	9.00	.63	9.00	0242648 A
MES# KA2561	L	09/01/09	09/30/09	2.00	.14	2.00	0242648 A
MES# KA2561	L	09/01/09	09/30/09	2.00	.14	2.00	0242648 A
MES# KA2562	L	09/01/09	09/30/09	32.00	2.24	32.00	0242648 A
MES# KA2562	L	09/01/09	09/30/09	9.00	.63	9.00	0242648 A
MES# KA2562	L	09/01/09	09/30/09	35.00	2.45	35.00	0242648 A
MES# KA2562	L	09/01/09	09/30/09	3.00	.21	3.00	0242648 A
MES# KA2562	L	09/01/09	09/30/09	43.00	3.01	43.00	0242648 A
MES# KA2562	L	09/01/09	09/30/09	25.00	1.75	25.00	0242648 A
MES# KA2563	L	09/01/09	09/30/09	9.00	.63	9.00	0242648 A
MES# KA2563	L	09/01/09	09/30/09	9.00	.63	9.00	0242648 A
MES# KA2563	L	09/01/09	09/30/09	9.00	.63	9.00	0242648 A
MES# KA2563	L	09/01/09	09/30/09	9.00	.63	9.00	0242648 A

CONVENIENT PAY DISCOUNT 0.25%

CONVENIENT PAY DISCOUNT AMOUNT .03CR 0.63CR 0242648 A

TOTALS 247.37

STATE TAX 17.33

LOCATION TOTAL FOR CUSTOMER NUMBER: 0242648-00 264.70

CUMULATIVE TOTALS 264.70

THIS IS ISSUED PURSUANT TO THE IBM CUSTOMER AGREEMENT OR THE EQUIVALENT AGREEMENT BETWEEN US.

LATE PAYMENT FEE (2.00% OR MAXIMUM ALLOWED BY
LAW) WILL BE CHARGED IF NOT PAID BY DUE DATE.

International Business Machines Corporation

Please direct inquiries and correspondence to
IBM CORPORATION
1360 BOUL RENE-LEVESQUE O.
MONTREAL, QC. H3G2W6, CANADA

Customer Number
0242648-04

Invoice Number
QE064VH

Invoice Date
09/01/09

Page Number
Page 1 of 1



Call IBM at: (877) 426-6006

E-Mail Address ASKAR@US.IBM.COM

Installed At:
ADS LOGISTICS LLC
AREA TRANSPORTATION DIV
9200 CALUMET AVE
MUNSTER IN 46321-2885

Invoice To:
ADS LOGISTICS LLC
AREA TRANSPORTATION DIV
JORGE ARROYAVE
935 W 175TH ST
HOMEWOOD IL 60430-2049

Customer reference:
D00D83354

Please remit payments to
P.O. BOX 643600
PITTSBURGH, PA 15264-3600

Terms
PAYMENT WILL BE DEBITED ON
THE LAST BUSINESS DAY OF THE
MONTH THE INVOICE IS DATED

INVOICED SUBJECT TO THE TERMS OF THE AGREEMENT BETWEEN YOU AND IBM CREDIT LLC

TYPE/DESCRIPTION MOD/SERIAL	LSE OPT	FROM DATE	THRU DATE	PERIODIC CHARGE	TAX AMOUNT	NET AMOUNT EXCLUDING TAXES
REGULAR PERIODIC INVOICE-PAYMENT IN ARREARS						
9BPP BP/VENDOR TAX FINANCING 004 B696766	T	09/01/09	09/30/09	159.00		159.00 0242648 A
CONVENIENT PAY DISCOUNT 0.25%						
CONVENIENT PAY DISCOUNT AMOUNT						0.40CR 0242648 A
TOTALS						158.60

THIS IS ISSUED PURSUANT TO THE IBM CUSTOMER AGREEMENT OR THE EQUIVALENT AGREEMENT BETWEEN US.

LATE PAYMENT FEE (2.00% OR MAXIMUM ALLOWED BY
LAW) WILL BE CHARGED IF NOT PAID BY DUE DATE.

Original Invoice

CONVENIENT PAYMENT AMOUNT

\$158.60

International Business Machines Corporation

Please direct inquiries and correspondence to
IBM CORPORATION
1360 BOUL RENE-LEVESQUE O.
MONTREAL, QC. H3G2W6, CANADA

Call IBM at: (877) 426-6006

E-Mail Address ASKAR@US.IBM.COM

Installed At:
ADS LOGISTICS LLC
AREA TRANSPORTATION DIV
9200 CALUMET AVE
MUNSTER IN 46321-2885

Customer Number
0242648-08

Invoice Number
QE065VH

Invoice Date
09/01/09

Page Number
Page 1 of 1



Invoice To:
ADS LOGISTICS LLC
AREA TRANSPORTATION DIV
JORGE ARROYAVE
935 W 175TH ST
HOMWOOD IL 60430-2049

Customer reference:
D00F47688
US5D 7E99KH

Please remit payments to
P.O. BOX 643600
PITTSBURGH, PA 15264-3600

Terms
PAYMENT WILL BE DEBITED ON
THE LAST BUSINESS DAY OF THE
MONTH THE INVOICE IS DATED

INVOICED SUBJECT TO THE TERMS OF THE AGREEMENT BETWEEN YOU AND IBM CREDIT LLC

TYPE/DESCRIPTION MOD/SERIAL	LSE OPT	FROM DATE	THRU DATE	PERIODIC CHARGE	TAX AMOUNT	NET AMOUNT EXCLUDING TAXES	
REGULAR PERIODIC INVOICE-PAYMENT IN ARREARS							
7042 IBM 7042-C06 C06 007038B MFG# 7038B	B	09/01/09	09/30/09	130.98	9.17	130.98	0242648 A
9BPP BP/VENDOR TAX FINANCING 004 B784346	T	09/01/09	09/30/09	2.12		2.12	0242648 A
9SSR REMARKETED SERVICEELITE 001 B784344	S	09/01/09	09/30/09	265.66		265.66	0242648 A
06 iSeries 020 000034D MES# BHJ118	B	09/01/09	09/30/09	870.82	60.96	870.82	0242648 A
9992 RESELLER-SOURCED IBM SW 003 B784345	S	09/01/09	09/30/09	14.18		14.18	0242648 A
CONVENIENT PAY DISCOUNT 0.25%							
CONVENIENT PAY DISCOUNT AMOUNT					..17CR	3.22CR	0242648 A
TOTALS						1,280.54	
STATE TAX						69.96	

THIS IS ISSUED PURSUANT TO THE IBM CUSTOMER AGREEMENT OR THE EQUIVALENT AGREEMENT BETWEEN US.

LATE PAYMENT FEE (2.00% OR MAXIMUM ALLOWED BY
LAW) WILL BE CHARGED IF NOT PAID BY DUE DATE.

TERM LEASE SUPPLEMENT

Date Prepared: 07/08/07
 Customer No.: 0242848
 Customer Address
 AREA TRANSPORTATION DIV
 9200 CALUMET AVE
 MUNSTER , IN 46321-2885

Installed at Location
 AREA TRANSPORTATION DIV
 9200 CALUMET AVE
 MUNSTER , IN 46321-2885

Supplement Number: D00D83354
 IBM C80 Location: 1EO
 IBM C80 Location Address
 IBM CREDIT LLC
 4111 NORTHSIDE PKWY,NW
 ATLANTA GA 30327-3015
 ATTN: ANA LIDIA BORGES EXT 3187
 PH: 800-428-3888
 Fax: 845-384-8828

Term Lease Master Agreement No.: 0266502
 Associated Supplement No.: D00D78285
 Summary Supplement No.:
 Amendment No.:
 Addendum No.:
 Quote Letter No.: Q0289562001

Customer Reference:

Location/ Line No. 001
 Leased or Financed Item: 0242848/ IN 98PP-004
 Type Modification: BP TAX FINANCING
 Description

Line No.	Customer No.	State	Installed	Plant Order or MEB No.	Serial No.	Option	Purchase Option	(*) Term	Unit Purchase Amount Financed	Rate \$/1000	Rent	Estimated Commencement /Release Date
001	0242848/	IN	98PP-004		B696766	T	NA	036	5,071.20	31.42	159.00	07/07
										(*) Initial Rent Applies	Total Rent (this page) Taxes May Apply	Payment Period MONTHLY IN-ARREARS
										NO	159.00	Payment Commencement Date
										Total Amount Financed (all pages)		159.00

* Taxes for sw/mnt on D00D78285

Supplier Name ARROW ELECTRONICS INC
 Supplier Customer No. 8680922

(*) See page 2 for explanations, definitions and additional terms.

RATE VALIDITY DATE: 07/13/07.

THE TERM LEASE MASTER AGREEMENT (THE "AGREEMENT") REFERENCED ABOVE, IS HEREBY INCORPORATED BY REFERENCE AND LESSEE HEREBY SHALL BE BOUND TO THE TERMS AND CONDITIONS OF THE AGREEMENT AS LESSEE. THE AGREEMENT, THIS SUPPLEMENT AND ANY APPLICABLE ATTACHMENTS OR ADDENDA ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREIN. THESE DOCUMENTS SUPERSEDE ANY PRIOR ORAL OR WRITTEN COMMUNICATIONS BETWEEN THE PARTIES. BY SIGNING BELOW, LESSEE REPRESENTS AND WARRANTS THAT LESSEE'S NAME AS SET FORTH IN THE SIGNATURE BLOCK BELOW IS LESSEE'S EXACT LEGAL NAME, AND THE INFORMATION IDENTIFYING LESSEE'S STATE OF ORGANIZATION IS TRUE, ACCURATE AND COMPLETE IN ALL RESPECTS. BY SIGNING BELOW, BOTH PARTIES AGREE TO THE TERMS REPRESENTED BY THIS SUPPLEMENT AS IT MAY BE AMENDED OR MODIFIED. IF AGREED TO IN WRITING BY LESSEE, LESSEE AUTHORIZES LESSOR TO CHANGE THE AMOUNT FINANCED AND/OR THE RENT. LESSEE FURTHER AUTHORIZES LESSOR TO INSERT MACHINE SERIAL NUMBERS ON THIS SUPPLEMENT AS THEY BECOME AVAILABLE, WITHOUT FURTHER AUTHORIZATION FROM LESSEE. DELIVERY OF AN EXECUTED COPY OF ANY OF THE DOCUMENTS REFERENCED ABOVE BY FACSIMILE OR OTHER RELIABLE MEANS SHALL BE DEEMED TO BE AS EFFECTIVE FOR ALL PURPOSES AS DELIVERY OF A MANUALLY EXECUTED COPY. LESSEE ACKNOWLEDGES THAT LESSOR MAY MAINTAIN A COPY OF THESE DOCUMENTS IN ELECTRONIC FORM AND AGREES THAT A COPY REPRODUCED FROM SUCH ELECTRONIC FORM OR BY ANY OTHER RELIABLE MEANS FOR EXAMPLE, PHOTOCOPY, IMAGE OR FACSIMILE, SHALL IN ALL RESPECTS BE CONSIDERED EQUIVALENT TO AN ORIGINAL. IF INDICATED HERE, THE FOLLOWING ATTACHMENTS SHALL APPLY TO AND BE INCORPORATED BY REFERENCE:

Accepted by:
 IBM Credit LLC

ADS LOGISTICS, LLC

By: Marcia A Easton
 Authorized Signature
 Marcia A Easton
 Customer OPS Mgr.
 2/15/2008 (2008)

By: Ronald M. Cohen
 Authorized Signature
 Ronald M. Cohen 7/1/2007
 Name (Type or Print) Date

State of Organization: DE

Signed: 8/15/07 but
 accepted as of 7/31/07



TERM LEASE SUPPLEMENT

Additional Terms and Conditions

Supp. No.: D000833

OPTION CODES.

- B Lease with fair market value end-of-lease options and Lessor is owner for tax purposes
- B+ Lease with fair market value end-of-lease options
- B* Lease with preselected end-of-lease options and Lessor assumes Lessee is owner for tax purposes
- B\$ Lease with \$1.00 end-of-lease purchase option and Lessor assumes Lessee is owner for tax purposes
- G Lease with fair market value end-of-lease options for tax exempt Lessee
- G* Lease with \$1.00 end-of-lease purchase option for tax exempt Lessee
- IBM Credit LLC makes no representation whatsoever regarding Lessee's accounting treatment related to any transaction under the Agreement or this Supplement.

TERMS.

Number: Indicates number of months of the Lease Term.
CO: Contemporaneous Lease. Term of Equipment and associated item of Equipment expire simultaneously.
PURCHASE OPTIONS (END-OF-LEASE ONLY).

FM: Fair market value at end-of-lease
CL: Contact IBM Credit for purchase price
NA: Not Applicable
S1: Purchase price is one dollar (\$1.00)

Number: Preselected purchase price. Purchase price will be the Unit Purchase Price times this %.
INTEREST RATES. The Interest Rate, if stated, is the annual percentage rate (APR) which shall not exceed the lesser of the APR set forth on the front of this Supplement or the highest rate then in force permitted by applicable law.

RATE PROTECTION. The Rates stated on this Supplement are not subject to change if the Supplement is signed and returned by Lessor by the rate validity date indicated on the face of the Supplement and Equipment is either (i) supplied by IBM and installed by the last day of the month of the Estimated Commencement Date or (ii) not supplied by IBM, and a certificate of acceptance ("COA") is signed by Lessee with a Rent Commencement Date on or prior to the last day of the month of the Estimated Commencement Date stated on the Supplement and such COA is accepted by Lessor.

RENT COMMENCEMENT DATE. Notwithstanding anything to the contrary in the Agreement, the Rent Commencement Date for (i) personal computing equipment, including personal computer-based servers, shall be the date supplied by Lessor on the COA or (ii) for Equipment supplied by Lessor, shall be the earlier of the date of installation or seven (7) days after the Release Date or as specified in the Supplement.

BASE EXTENSIONS. For Equipment and/or Financial Items described as "Base Extension", this Supplement amends and restates the terms of the Lease and/or Financing Transaction for such Equipment and/or Financial Items and incorporates the terms of the Agreement referenced on this Supplement.

SUPPLEMENT OPTIONS. When indicated on the face of the Supplement, the following terms and conditions shall apply to transactions indicated in this Supplement.

* INTERIM RENT. The Payment Commencement Date shall be the first day of the first full Payment Period following the date that would otherwise constitute the "Rent Commencement Date" under Paragraph 13 of the Agreement and Lessee will pay interim Rent from such date to the Payment Commencement Date. Such interim Rent shall be provided based on the number of days in Payment Period.

* PAYMENT IN ADVANCE. Rent will be due on the first day of each Payment Period and (except for the Invoice for the first Payment Period) will be invoiced one month before its due date. The Invoice for any initial partial Payment Period and the first full Payment Period will be issued on the first day of this first full Payment Period following the date of installation.

* PAYMENT IN ARREARS. Rent will be invoiced in advance as of the first day of each Payment Period and will be due on the day following the last day of the Payment Period.

* SECURITY DEPOSIT. As a condition to Lessee entering into the transactions indicated in the Supplement, Lessee has granted to Lessor a security interest in cash held by Lessor as a security deposit in the amount indicated on the face of this Supplement, to secure Lessee's payment obligations under the Agreement. Lessor may apply any portion of the security deposit against any payment default and shall hold the security deposit until Lessee's obligations under the Agreement are satisfied in full.

TAX EXEMPT REQUIREMENTS (For Options G, S* and T). Lessee represents that Lessee qualifies as a State or political subdivision of a State for purposes of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"). Any interpretation of Lessee's status under Section 103(a) is an event of default under the Agreement. Lessee shall comply with all information reporting requirements of Code Section 1401(a) and Treasury Regulations thereunder. Lessee shall file the appropriate Internal Revenue Service (IRS) Form 990-G or 990-GC. Lessee shall pay Lessor, on demand, a sum to be determined by Lessor, that will return to Lessor the economic results Lessor would otherwise have received if: (i) Lessee does not file the above IRS form on a timely basis; or (ii) IRS rules Lessee does not qualify under Section 103(a) of the Code.

AUTHORITY TO FILE FINANCING STATEMENTS. Lessee hereby authorizes Lessor to file the Uniform Commercial Code (UCC) financing statements relating to the Collateral, as defined below. Lessee hereby grants to Lessor

a first priority security interest in the Equipment together with all related software (embedded therein or otherwise), all Financial Items, and all additions, attachments, accessories, accessories and upgrades thereto, and any and all sub-structures, replacements or exchanges for any such item of Equipment or software and any and all proceeds of any of the foregoing, including, without limitation, payments under insurance or any indemnity or warranty relating to loss or damage to such Equipment and Financial Items ("Collateral").

TRANSFER OF OBLIGATIONS. Lessee agrees that any transaction initiated under this Agreement shall be binding upon Lessee's successors and permitted assigns.

ADDITIONAL DEFAULTS AND REMEDIES. If Lessee is in default, Lessee agrees to surrender to Lessor for return to Lessor or owner all leased program materials financed hereunder and to destroy any and all copies thereof. If under applicable law, Lessor is required to comply with standards of commercial reasonableness applicable to secured creditors in disposing of the Equipment, Lessee agrees that 10 days prior written notice shall constitute adequate notice of disposition, and any disposition of the Equipment will be conveyed on an "AS IS" basis and Lessor may disclaim any and all warranties.

FINANCIAL STATEMENTS. Upon request, if not publicly available, Lessee agrees to provide to Lessor audited financial statements or unaudited financial statements with Lessor's approval in such case in form satisfactory to Lessor.

ALTERATIONS; MODIFICATIONS; PARTS. Lessee agrees to (i) allow installation of any changes, additions, and/or capacity monitoring hardware or software on Equipment, as required by manufacturers, or permit manufacturer to modify Equipment capacity; and (ii) comply with any other terms between Lessee and Equipment manufacturer, including, but not limited to, those that relate to Equipment capacity.

RETURN OF EQUIPMENT. Unless otherwise agreed to in writing by the parties and prior to return to Lessor of each item of Equipment, Lessee is responsible for removing all information and data, including, but not limited to, programs not licensed to a specific item of Equipment. Lessee has no obligations to remove Lessee's or any other party's information from an item of Equipment.

LESSEE REPRESENTATIONS. Lessee represents that: (i) any information Lessee may provide to Lessor related to the acquisition price of Equipment and/or Financial Items is the true and accurate price charged by and to be paid to Lessee's Supplier for such Equipment and/or Financial Items; and (ii) Lessee will use any funds received from Lessor for acquisition of Equipment and/or Financial Items for the sole purpose of acquiring such Equipment and/or Financial Items.

LEASE AGREEMENT AMENDMENT. The following terms and conditions only apply to Term Lease Master Agreements signed prior to January 1997.

TERM. The initial Term of the Lease or Financing Transaction shall begin on the Rent Commencement Date and shall expire at the end of the number of months under "Term" in the Supplement.

* OPTIONAL EXTENSION. For purposes of the Optional Extension paragraph, the Rent shall be calculated as the sum of the Lessee's payments over the initial Term divided by the initial Term of the Lease, but for Options B, B* or L not less than fair market value.

FINANCED ITEMS. Software, program licenses, maintenance, services and other one-time charges Financed under this Supplement constitute "Financed Items" and the terms (i) of this Supplement, (ii) any applicable attachment, and (iii) the Agreement, each as may be amended by addenda, constitute the "Financing Transaction" for such Financed Items. The parties agree that all references to "Lessor" in paragraphs 37 and 38 shall mean "Lessor and/or Financing Transaction".

* TERMS FOR USED EQUIPMENT. This Equipment is provided without any warranty by Lessor. In accordance with Paragraph 9, it is subject to prior disposition at any time prior to Lessor's signature on the Supplement. Rent Commencement Date will be the earlier of installation or 7 days after Release Date or as noted on the face of the Supplement. Lessee payment of 3 months Rent as indicated on the Supplement is required if Lessee consents to commitment to lease after Lessor's Supplement acceptance but before the Equipment is delivered and accepted by Lessee. Lessee expiration notice shall be as soon as practicable if the Term is 3 months or less. If Equipment is unmodified, manufactured and assembled by or for IBM and IBM installs and maintains the Equipment, Lessee may exercise the Lessor's quality satisfaction guarantee within 90 days of the Release Date. At Lessor's option, the Equipment will either be replaced with equivalent Equipment or returned to Lessor and the Lease terminated with any payments made to Lessor retained.

* TERMS FOR NON-IBM EQUIPMENT AND FOR EQUIPMENT NOT SOURCED FROM IBM. Notwithstanding anything to the contrary in the Agreement, for purposes of this Supplement, "Lessee's Supplier" shall be the party with whom Lessee has contracted to purchase Equipment, Lessee program materials or acquire services leased or financed herein. Except for paragraphs 41 and 43, all references in the Agreement to "IBM" shall mean "Lessee's Supplier". Any occurrence of "or Effective Date for Additional Lessee" in the Agreement is deleted. Any reference to "Estimated Shipment Date" shall mean "Estimated Commencement Date". Except for paragraph 8 and L, Lessee shall return the Equipment in good condition and working order, wear and tear excepted and the sole Lessee obligation on a COA. Any terms and conditions applicable to Option B shall also apply to Option B* and L. Lessee shall return the Equipment in good condition and working order, wear and tear excepted and qualified for the manufacturer's approved maintenance services. Should Lessee elect to alter or modify the Equipment, any Lessor-owned Parts that Lessee removes shall remain Lessor's property and Lessee is not permitted to make such Parts available for sale, transfer, exchange or other disposition without Lessor's prior written consent. If Lessor consents to a disposition of the removed Parts, the restoration must be with parts Lessor owns or supplies, or those supplied by a source approved by Lessor. For the purposes of the Agreement, a "Part" is any component or element of the Equipment.

TERM LEASE SUPPLEMENT

Page 1 of 3

Date Prepared: 05/19/08
Customer No.: 0242648
Customer Address
AREA TRANSPORTATION DIV
9200 CALUMET AVE
MUNSTER IN 46321-2885

Installed at Location
AREA TRANSPORTATION DIV
9200 CALUMET AVE
MUNSTER IN 46321-2885

Supplement Number: D00F47688
IBM C90 Location: 1ED
IBM C90 Location Address
IBM CREDIT LLC
4111 NORTHSIDE PKWY, NW
ATLANTA GA 30327-3015
ATTN: ANA LIDIA BORGES EXT 3167
Ph: 800-428-3869
Fax: 845-264-4268

Term Lease Master Agreement No.: 0256502
Associated Supplement Nos.:
Summary Supplement No.:
Amendment Nos.:
Addendum Nos.:
Quote Letter No.: D0295392801

Customer Reference:

Location: 001 0242648/ IN 7042-C06
Lessor: 6369987
Leased or Financed Item: IBM 7042-C06

Plant Order or MES No.: 70383
Serial No.: B
Purchase Option: FM
Term: 025

Unit Purchase Price/Amount Financed	Rate \$/1000	Rent	Estimated Commencement/Release Date
3,882.00	33.74	130.98	05/08
Total Amount Financed (this page)		Total Rent (this page) Taxes May Apply	Payment Period MONTHLY IN ARREARS
3,882.00		130.98	
Total Amount Financed (all pages)		Total Rent (all pages) Taxes May Apply	Payment Commencement Date
35,142.00		1,283.76	

Notwithstanding anything to the contrary in the Agreement, the parties agree that the payment of the Rent and/or any associated financing shall commence on the Payment Commencement Date shown on the face of the Supplement. The Term shall expire at the end of the number of months specified as "Term" on the Supplement for such transaction, following the Payment Commencement Date. All other obligations of the Lessee under the Agreement shall be effective on the Rent Commencement Date.

Supplier Name: ARROW ELECTRONICS INC
Supplier Customer No.: 8460922

(*) See page 3 for explanations, definitions and additional terms.
(**) First of the month following the date as indicated on the COA or the Date of Installation.
RATE VALIDITY DATE: 05/20/08.

THE TERM LEASE MASTER AGREEMENT (THE "AGREEMENT") REFERENCED ABOVE, IS HEREBY INCORPORATED BY REFERENCE AND LESSEE HEREUNDER SHALL BE BOUND TO THE TERMS AND CONDITIONS OF THE AGREEMENT AS LESSEE. THE AGREEMENT, THIS SUPPLEMENT AND ANY APPLICABLE ATTACHMENTS OR ADDENDA ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREIN. THESE DOCUMENTS SUPERSEDE ANY PRIOR ORAL OR WRITTEN COMMUNICATIONS BETWEEN THE PARTIES. BY SIGNING BELOW, LESSEE REPRESENTS AND WARRANTS THAT LESSEE'S NAME AS SET FORTH IN THE SIGNATURE BLOCK BELOW IS LESSEE'S EXACT LEGAL NAME, AND THE INFORMATION IDENTIFYING LESSEE'S STATE OF ORGANIZATION IS TRUE, ACCURATE AND COMPLETE IN ALL RESPECTS. BY SIGNING BELOW, BOTH PARTIES AGREE TO THE TERMS REPRESENTED BY THIS SUPPLEMENT AS IT MAY BE AMENDED OR MODIFIED, IF AGREED TO IN WRITING BY LESSEE. LESSEE AUTHORIZES LESSOR TO CHANGE THE AMOUNT FINANCED AND/OR THE RENT. LESSEE FURTHER AUTHORIZES LESSOR TO INSERT MACHINE SERIAL NUMBERS ON THIS SUPPLEMENT AS THEY BECOME AVAILABLE, WITHOUT FURTHER AUTHORIZATION FROM LESSEE. DELIVERY OF AN EXECUTED COPY OF ANY OF THE DOCUMENTS REFERENCED ABOVE BY FACSIMILE OR OTHER RELIABLE MEANS SHALL BE DEEMED TO BE AS EFFECTIVE FOR ALL PURPOSES AS DELIVERY OF A MANUALLY EXECUTED COPY. LESSEE ACKNOWLEDGES THAT LESSOR MAY MAINTAIN A COPY OF THESE DOCUMENTS IN ELECTRONIC FORM AND AGREES THAT A COPY REPRODUCED FROM SUCH ELECTRONIC FORM OR BY ANY OTHER RELIABLE MEANS (FOR EXAMPLE, PHOTOCOPY, IMAGE OR FACSIMILE) SHALL IN ALL RESPECTS BE CONSIDERED EQUIVALENT TO AN ORIGINAL. IF INDICATED HERE, THE FOLLOWING ATTACHMENTS SHALL APPLY TO AND BE INCORPORATED BY REFERENCE:

Accepted by:
IBM Credit LLC

ADS LOGISTICS LLC
Lessee

By: *[Signature]*
Authorized Signature
Jorge Arroyave
Name (Type or Print)
Date: 5/20/08

By: *[Signature]*
Authorized Signature
Marcia A Easton
Customer OPS Mgr
Name (Type or Print)
Date: 5/20/08

accepted as of 6/2/08

State of Organization: DE



TERM LEASE SUPPLEMENT CONTINUATION SHEET

Date Prepared: 05/19/08
 Customer No.: 0242648
 Customer Address
 AREA TRANSPORTATION DIV
 9200 CALUMET AVE
 MUNSTER , IN 46321-2885

Installed at Location
 AREA TRANSPORTATION DIV
 9200 CALUMET AVE
 MUNSTER , IN 46321-2885

Supplement Number: D00F47688
 IBM CSO Location: 1EO
 IBM CSO Location Address
 IBM CREDIT LLC
 4111 NORTHSIDE PKWY, NW
 ATLANTA GA 30327-3015
 ATTN: ANA LIDIA BORGES EXT 3167
 Ph: 800-428-3686
 Fax: 845-264-6288

Term Lease Master Agreement No.: 0258502
 Associated Supplement Nos.:
 Summary Supplement No.:
 Amendment No.:
 Addendum No.:
 Quote Letter No.: D0295392801

Line No.	Location/ Lessor Customer No.	Installed State	Leased or Financed Item: Type Model/Feature Description	Plant Order or MES No.	Serial No.	(*) Option	(*) Purchase Option	(*) Term	Unit Purchase Price/ Amount Financed	Rate \$/1000	Rent	Estimated Commencement /Release Date
002	0242648/ 6369987	IN	98PP-004 BP TAX FINANCING		B784346	T	NA	025	49.00	43.19	2.12	05/08
003	0242648/ 6369987	IN	9SSR-001 REMARKETED SERVICESUITE		B784344	S	NA	025	8,184.00	42.96	285.66	05/08
004	0242648/ 6369987	IN	9406-520 MISC. EQUIPMENT SPEC. Base Machine: 9406/0034D 08/30/10		BHJ118 0034D	B	FM	CO	24,690.00	35.27	870.82	05/08
005	0242648/ 6369987	IN	9992-003 RESELLER SOURCED IBM SW		B784345	S	NA	025	337.00	42.09	14.18	05/08
Total Amount Financed (this page)											1,152.78	
Total Rent (this page) Taxes May Apply												
Payment Period												MONTHLY IN ARREARS

RATE VALIDITY DATE: 05/09/08.

2125-1019-21 (06/08)

TERM LEASE SUPPLEMENT - Additional Terms and Conditions

Supp. No.: D00F47688

including, without limitation, payments under insurance or any indemnity or warranty relating to loss or damage to such equipment and financial items ("Collateral").
TRANSFER OF OBLIGATIONS. Lessee agrees that any transaction initiated under this Agreement shall be binding upon Lessee's successor and permitted assigns.
ADDITIONAL DEFAULTS AND REMEDIES. If Lessee is in default, Lessee agrees to surrender to Lessor for re-lease or owner all leased program materials furnished hereunder and to destroy any and all copies thereof. If under applicable law, Lessor is required to comply with standards of commercial reasonableness applicable to secured financings in disposing of the Equipment, Lessee agrees that 10 days prior written notice shall constitute adequate notice of disposition, and any disposition of the Equipment will be conveyed on an "AS IS" basis and Lessor may disclaim any and all warranties.

FINANCIAL STATEMENTS. Upon request, if not publicly available, Lessee agrees to provide to Lessor audited financial statements or unaudited financial statements with Lessor's approval in such case in form satisfactory to Lessor.
ALTERATIONS; MODIFICATIONS; PARTS. Lessee agrees to (i) allow installation of any changes, additions, and/or capacity monitoring hardware or software on Equipment, as required by manufacturer, or permit manufacturer to monitor Equipment capacity; and (ii) comply with any other terms between Lessee and Equipment manufacturer, including, but not limited to, those that relate to Equipment capacity.
RETURN OF EQUIPMENT. Unless otherwise agreed to in writing by the parties and prior to return to Lessor of each item of Equipment, Lessee is responsible for removing all information and data, including, but not limited to, programs not licensed to a specific term of Equipment. Lessor has no obligation to remove Lessee's or any other party's information from an item of Equipment.

LESSEE REPRESENTATIONS. Lessee represents that: (i) any information Lessee may provide to Lessor related to the acquisition price of Equipment and/or Financial Items; and (ii) Lessee will use any funds received from Lessor for acquisition of Equipment and/or Financial Items for the sole purpose of acquiring such Equipment and/or Financial Items.
LEASE AGREEMENT AMENDMENT. The following terms and conditions only apply to Term Lease Master Agreements signed prior to January 1997.

LESSEE. Any Parent, Subsidiary or Affiliate of Lessee may enter into a Lease and/or Financing Transaction (each as defined below) under this Agreement by signing a Term Lease Supplement ("Supplement") referencing this Agreement, and so will be bound to the terms and conditions of this Agreement as Lessee for the purposes of this Agreement. "Parent" shall mean a business entity that owns or controls a majority interest of Lessee. "Subsidiary" shall mean a business entity a majority interest of which is owned or controlled by Lessee; and "Affiliate" shall mean a business entity under common majority control with Lessee.

TERM. The initial Term of the Lease or Financing Transaction shall begin on the Rent Commencement Date and shall expire at the end of the number of months under "Term" in the Supplement.
OPTIONAL EXTENSION. For purposes of the Optional Extension paragraph, the Rent shall be calculated as the sum of the Lease payments over the initial Term divided by the initial Term of the Lease, but for Options 6, 8 or 9, not less than fair market value.

FINANCED ITEMS. Software, program licenses, maintenance, services and other one-time charges financed under this Supplement constitute "Financed Items" and the terms (i) of this Supplement, (ii) any applicable attachments, and (iii) the Agreement, each as may be amended by addenda, constitute the "Financing Transaction" for such Financed Items. The parties agree that all references to "Lease" in paragraphs 37 and 38 shall mean "Lease and/or Financing Transaction".

TERMS FOR USED EQUIPMENT. This Equipment is provided without any warranty by Lessor, in accordance with Paragraph 9. It is subject to other disposition at any time prior to Lessor's signature on the Supplement. Rent Commencement Date will be the earlier of installation or 7 days after Release Date or as noted on the face of this Supplement. Lessee payment of 3 months Rent as liquidated damages is required if Lessee cancels its commitment to lease after Lessor's Supplement acceptance but before the Equipment is delivered and accepted by Lessee. Lessee expiration notice shall be as soon as practicable if the Term is 3 months or less. If Equipment is unmodified, manufactured and assembled by or for IBM and IBM installs and maintains the Equipment, Lessee may exercise the Lessor's quality satisfaction guarantee within 90 days of the Release Date. At Lessor's option, the Equipment will either be replaced with equivalent Equipment or returned to Lessor and the Lease terminated with any payments made to Lessor refunded.

TERMS FOR NON-IBM EQUIPMENT AND FOR EQUIPMENT NOT SOURCED FROM IBM. Notwithstanding anything to the contrary in the Agreement, for purpose of this Supplement, "Lessee's Supplier" shall be the party with whom Lessee has contracted to purchase Equipment, license program materials or acquire services based or financed herein. Except for paragraphs 41 and 43, all references in the Agreement to "IBM" shall mean "Lessee's Supplier". Any occurrence of "or Effective Date for Additional License" in the Agreement are deleted. Any reference to "Estimated Shipment Date" shall mean "Estimated Commencement Date". Except for personal computing equipment, including personal computer-based servers, the Rent Commencement Date shall be the date Lessee designates on a COA. Any terms and conditions applicable to the Rent Commencement Date shall be the date Lessee shall return the Equipment in good condition and working order, wear and tear excepted and qualified for the manufacturer's approved maintenance services. Should Lessee elect to alter or modify the Equipment, any Lessor-owned parts that Lessee removes shall remain Lessee's property and Lessee is not permitted to make such parts available for sale, transfer, exchange or other disposition without Lessor's prior written consent. If Lessor consents to a disposition of the removed parts, the restoration must be with parts Lessor owns or supplies, or those supplied by a source approved by Lessor. For the purposes of the Agreement, a "Part" is any component or element of the Equipment.

OPTION CODES.

- B Lease with fair market value end-of-lease options and Lessor is owner for tax purposes
- 8- Lease with fair market value end-of-lease options
- 8' Lease with predated end-of-lease options and Lessor assumes Lessee is owner for tax purposes
- 8S Lessee with \$1.00 end-of-lease purchase option and Lessor assumes Lessee is owner for tax purposes
- G Lease with fair market value end-of-lease options for tax exempt Lessees
- G' Lease with \$1.00 end-of-lease purchase option for tax exempt Lessees

IBM Credit LLC makes no representation whatsoever regarding Lessee's accounting treatment related to any transaction under the Agreement or this Supplement.

TERM. Number: Indicates number of months of the Lease Term.
CO: Contingent Lease. Term of Equipment and associated item of Equipment expires simultaneously.
PURCHASE OPTIONS (END-OF-LEASE ONLY):

- FL: Fair market sales value at end-of-lease
- CL: Contact IBM Credit for purchase price
- NA: Not Applicable
- \$1: Purchase price is one dollar (\$1.00)

INTEREST RATES. The interest rate, if stated, is the annual percentage rate ("APR") which shall not exceed the lesser of the APR set forth on the front of this Supplement or the highest rate from time to time permitted by applicable law.

RATE PROTECTION. The Rates stated on this Supplement are not subject to change if the Supplement is signed and returned to Lessor by the last day of the month of the Supplement and Equipment is either (i) supplied by IBM and installed by the last day of the month of the Estimated Commencement Date or (ii) not supplied by IBM, and a certificate of acceptance ("COA") is signed by Lessee with a Rent Commencement Date on or prior to the last day of the month of the Estimated Commencement Date stated on the Supplement and such COA is accepted by Lessor.

RENT COMMENCEMENT DATE. Notwithstanding anything to the contrary in the Agreement, the Rent Commencement Date for (i) personal computing equipment, including personal computer-based servers, shall be the date supplied by Lessor on the COA or (ii) for Equipment supplied by Lessor, shall be the earlier of the date of installation or seven (7) days after the Release Date or as specified in the Supplement.

BASE EXTENSIONS. For Equipment and/or Financial Items described as "Base Extension", this Supplement amends and restates the terms of the Lease and/or Financing Transaction for such Equipment and/or Financial Items and incorporates the terms of the Agreement referenced on this Supplement.

SUPPLEMENT OPTIONS. When indicated on the face of the Supplement, the following terms and conditions shall apply to transactions indicated in this Supplement.

INTERIM RENT. The Payment Commencement Date shall be the first day of the first full Payment Period following the date that would otherwise constitute the "Rent Commencement Date" under Paragraph 13 of the Agreement and Lessee will pay interim Rent from such date to the Payment Commencement Date. Such interim Rent shall be prorated based on the number of days in Payment Period.

PAYMENT IN ADVANCE. Rent will be due on the first day of each Payment Period and (except for the Invoice for the first Payment Period) will be included one month before its due date. The Invoice for any initial partial Payment Period and the first full Payment Period will be issued on the first day of the first full Payment Period following the date of installation.

PAYMENT IN ARREARS. Rent will be included in advance as of the first day of each Payment Period and will be due on the day following the last day of the Payment Period.

SECURITY DEPOSIT. As a condition to Lessee entering into the transactions indicated in the Supplement, Lessee has granted to Lessor a security interest in cash held by Lessor as a security deposit in the amount indicated on the face of this Supplement, to secure Lessee's payment obligations under the Agreement. Lessor may apply any portion of the security deposit against any payment default and shall hold the security deposit until Lessee's obligations under the Agreement are satisfied in full.

TAX EXEMPT REQUIREMENTS (For Options G, 8' and T). Lessee represents that Lessee qualifies as a State or political subdivision of a State for purposes of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"). Any misrepresentation of Lessee's status under Section 103(a) is an event of default under the Agreement. Lessee shall comply with all information reporting requirements of Code Section 148(e) and Treasury Regulations thereunder. Lessee shall file the appropriate Internal Revenue Service (IRS) Form 8038-G or 8038-OC. Lessee shall pay Lessor, on demand, a sum to be determined by Lessor, that will return to Lessor the economic results Lessor would otherwise have received if: (i) Lessee does not file the above IRS form on a timely basis; or (ii) IRS rules Lessee does not qualify under Section 103(a) of the Code.

AUTHORITY TO FILE FINANCING STATEMENTS. Lessee hereby authorizes Lessor to file Uniform Commercial Code (UCC) financing statements relating to the Collateral, as defined below. Lessee hereby grants to Lessor a first priority security interest in the Equipment together with all related software (embedded therein or otherwise), all Financial Items, and all additions, attachments, accessories, excursions and upgrades thereto and any and all substitutions, replacements or exchanges for any such item of Equipment or software and any and all proceeds of any of the foregoing.

Customer Number: 0242648
Name and Address
AREA TRANSPORTATION DIV
9200 CALUMET AVE
MUNSTER, IN 46321-2885

IBM Office Address
4111 NORTHSIDE PKWY, NW
ATLANTA GA 30327-3015

Agreement Number: 0256502
Supplement No: D00F47688
Summary Supplement No:

Email:
Tel No.:
Fax No.:
Attn:
Customer Reference:

Email: ANALIDIA@BR.IBM.COM
Tel No: 800-426-3889
Fax No: 845-264-6268
Attn: ANA LIDIA BORGES EXT 3167

Location Customer	Accepted Item Type	Model	Plant Order or MES No.	Contract Serial No. Description	Manufacturer's Serial No. (if applicable)
0242648	7042	C06		70383 IBM 7042-C06	
0242648	9BPP	004		B784346	
0242648	9SSR	001		BP TAX FINANCING	
0242648	9406	520	BHJ118	B784344	
0242648	9992	003		REMARKETED SERVICESUITE	
				0034D 0034D	
				MISC. EQUIPMENT SPEC.	
				B784345	
				RESELLER SOURCED IBM SW	

The undersigned ("Customer") is a customer under the agreement referenced above ("Agreement") with either IBM Credit LLC or International Business Machines Corporation (in either case, "Us" or "We"). Customer represents and certifies that Customer has accepted the items listed above or itemized on an attachment ("Accepted Item(s)") to this Certificate of Acceptance ("COA") on the date indicated below. Customer authorizes us to pay Customer's supplier for the Accepted Item(s). Amounts due under the Agreement shall commence upon the date Customer indicates below unless we have otherwise noted on the Supplement.

In order for this COA to be effective, we must be provided with the serial numbers if applicable for each Accepted Item. Customer authorizes us to complete or update any item identification information on the referenced Agreement or Supplement to the Agreement for any accepted item without Customer's further action or consent.

Delivery of an executed copy of this COA by facsimile, email or any other reliable means shall be deemed to be as effective for all purposes as delivery of a manually executed copy. Customer understands that we may maintain a copy of this COA in electronic form and agrees that a copy produced from such electronic form or by any other reliable means (for example, photocopy, image or facsimile) shall in all respects be considered equivalent to an original. By signing below, Customer represents and warrants that Customer's name as set forth in the signature block below is Customer's exact legal name and the information identifying Customer's state of organization is true, accurate and complete in all respects.

Accepted by: ADS LOGISTICS, LLC

By:

[Signature]
Authorized Signature
Name (Type or Print)
George Arroyave

Date Customer accepts item(s) listed above. Must be filled in by Customer.

Date: 5/20/08 (MM/DD/YYYY)

State of Organization: DE

PLEASE RETURN TO IBM OFFICE ADDRESS, FAX NUMBER OR EMAIL ADDRESS LISTED ABOVE

WITHIN 10 DAYS OF RECEIPT

Customer Number: 0242648
Name and Address
AREA TRANSPORTATION DIV
9200 CALUMET AVE
MUNSTER, IN 46321-2885

IBM Office Address
4111 NORTHSIDE PKWY, NW
ATLANTA GA 30327-3015

Agreement Number: 0256502
Supplement No: D00F47688
Summary Supplement No:

Email:
Tel No.:
Fax No.:
Attn:
Customer Reference:

Email: ANALIDIA@BR.IBM.COM
Tel No: 800-426-3889
Fax No: 845-264-6268
Attn: ANA LIDIA BORGES EXT 3167

Location Customer	Accepted Item Type	Model	Plant Order or MES No.	Contract Serial No. Description	Manufacturer's Serial No. (if applicable)
0242648	7042	C06		7038B	7038B
0242648	9BPP	004		IBM 7042-C06	
0242648	9SSR	001		B784346	
0242648	9406	520	BHJ118	BP TAX FINANCING	
0242648	9992	003		B784344	
				REMARKETED SERVICESUITE	
				0034D	0034D
				MISC. EQUIPMENT SPEC.	
				B784345	
				RESELLER SOURCED IBM SW	

The undersigned ("Customer") is a customer under the agreement referenced above ("Agreement") with either IBM Credit LLC or International Business Machines Corporation (in either case, "Us" or "We"). Customer represents and certifies that Customer has accepted the items listed above or itemized on an attachment ("Accepted Item(s)") to this Certificate of Acceptance ("COA") on the date indicated below. Customer authorizes us to pay Customer's supplier for the Accepted Item(s). Amounts due under the Agreement shall commence upon the date Customer indicates below unless we have otherwise noted on the Supplement.

In order for this COA to be effective, we must be provided with the serial numbers if applicable for each Accepted Item. Customer authorizes us to complete or update any item identification information on the referenced Agreement or Supplement to the Agreement for any accepted item without Customer's further action or consent.

Delivery of an executed copy of this COA by facsimile, email or any other reliable means shall be deemed to be as effective for all purposes as delivery of a manually executed copy. Customer understands that we may maintain a copy of this COA in electronic form and agrees that a copy produced from such electronic form or by any other reliable means (for example, photocopy, image or facsimile) shall in all respects be considered equivalent to an original. By signing below, Customer represents and warrants that Customer's name as set forth in the signature block below is Customer's exact legal name and the information identifying Customer's state of organization is true, accurate and complete in all respects.

Accepted by: ADS LOGISTICS, LLC

Customer

By: _____

Authorized Signature

Name (Type or Print)

Date Customer accepts item(s) listed above. Must be filled in by Customer.

Date: _____ (MM/DD/YYYY)

State of Organization: DE

PLEASE RETURN TO IBM OFFICE ADDRESS, FAX NUMBER OR EMAIL ADDRESS LISTED ABOVE
WITHIN 10 DAYS OF RECEIPT



Credit LLC

Composite Signature Page

Page 1 of 1

Date Prepared: 11/08/04
 Customer No.: 0502492
 Lessee Address:
 AREA TRANSPORTATION DIV
 735 GEORGE NELSON DR
 PORTAGE, IN 46368-1275

Customer No.	Document Number (*)	Document Description	Term	Payment Method	Agreement Amount (\$)	Lessee Reference Number
0502492	D00B98759	NEW FINANCING	36	M		
0502492	D00B98762	BLEX ITEMS	36	M		

(*) Document Numbers are the Agreement Numbers, Supplement Numbers, Schedule Numbers, Amendment Numbers and/or Addendum Numbers for the listed documents.

BY LESSEE'S SIGNATURE BELOW, LESSEE ACKNOWLEDGES THAT LESSEE HAS READ, UNDERSTANDS AND AGREES TO THE TERMS OF THE DOCUMENTS LISTED ABOVE, AND LESSEE IS SIGNING THIS COMPOSITE SIGNATURE PAGE AS A CONVENIENCE IN LIEU OF SIGNING EACH SUCH DOCUMENT SEPARATELY. ONCE THIS SIGNATURE PAGE IS SIGNED BY LESSEE, EACH OF THE DOCUMENTS LISTED ABOVE SHALL BE DEEMED TO BE EXECUTED AND ACCEPTED BY LESSEE, AND ONCE THIS SIGNATURE PAGE IS SIGNED BY IBM CREDIT LLC, EACH OF THE DOCUMENTS LISTED ABOVE SHALL BE DEEMED TO BE EXECUTED AND ACCEPTED BY IBM CREDIT LLC. THIS SIGNATURE PAGE SHALL BE DEEMED A SIGNATURE PAGE TO, AND A PART OF, EACH OF THE DOCUMENTS LISTED ABOVE. ANY REPRODUCTION OF ANY DOCUMENT LISTED ABOVE AND THIS SIGNATURE PAGE (FROM A COPY THEREOF MAINTAINED BY IBM CREDIT LLC IN ELECTRONIC FORM, OR REPRODUCED BY ANY OTHER RELIABLE MEANS (FOR EXAMPLE, PHOTOGRAPHY, IMAGE OR FACSIMILE)) SHALL IN ALL RESPECTS BE CONSIDERED EQUIVALENT TO AN ORIGINAL OF SUCH DOCUMENT. BY SIGNING BELOW, LESSEE REPRESENTS AND WARRANTS THAT LESSEE'S NAME AS SET FORTH IN THE SIGNATURE BLOCK BELOW IS LESSEE'S EXACT LEGAL NAME AND THE INFORMATION IDENTIFYING LESSEE'S STATE OF ORGANIZATION IS TRUE, ACCURATE AND COMPLETE IN ALL RESPECTS.

Accepted by:

IBM Credit LLC

For or as Lessor:

By:

Name (Type or Print)

Title

Z175-5235-05 (03/03)

ADS LOGISTICS, LLC

Customer

By:

Authorized Signature

Name (Type or Print)

Date

Title

State of Organization:

DE

Rec'd 12/01/04

TERM LEASE SUPPLEMENT

Date Prepared: 11/09/04

Customer No.: 0502492

Customer Address

AREA TRANSPORTATION DIV
735 GEORGE NELSON DR
PORTAGE, IN 46368-1275

Installed at Location

AREA TRANSPORTATION DIV
735 GEORGE NELSON DR
PORTAGE, IN 46368-1275

Supplement Number: D00B98759

IBM CSO Location: 1EO

IBM CSO Location Address

IBM CREDIT LLC

1 NORTH CASTLE DRIVE

ARMONK, NY 10504

ATTN: CHRISTINE GRASSO

914-765-5054

Term Lease Master Agreement No.: KXJ2952

Associated Supplement Nos.: D00B98762

Summary Supplement No.:

Amendment Nos.:

Addendum Nos.:

Quote Letter No.: D0268933306

Customer Reference:

Line No.	Customer No.	State	Leased or Financed Item: Type Model/Feature Description
001	0502492/	IN	3581-L28 L28 ULTRIM TAPE 2U AUTO
002	0502492/	IN	9406-520 MISC. EQUIPMENT SPEC.

6369987

6369987

Plant Order or MES No.	Serial No.	(*) Purchase Option	(*) Term	Unit Purchase Price/Amount Financed	Rate \$/1000	Estimated Commencement/Release Date
	A3172	B+	FM	10,627.00	26.90	12/04
	294BD	B+	FM	72,510.00	27.55	12/04

A3172

B3K184

Supplier Name

SUPPORT NET INC

Supplier Customer No.

8660822

(*) Security Deposit

(*) Interim Rent Applies

Total Rent (this page) Taxes May Apply

Payment Period MONTHLY IN ARREARS

Rent Commencement Date **

(*) See page 2 for explanations, definitions and additional terms.

(**) First of the month following the date as indicated on the COA or the Date of Installation.

RATE VALIDITY DATE: 11/30/04.

DIRECT DEBIT IS REQUIRED FOR THIS CUSTOMER NUMBER. DIRECT DEBIT AUTHORIZATION IS ATTACHED.

Total Rent (all pages) Taxes May Apply

Total Rent (all pages) Taxes May Apply

THE TERM LEASE MASTER AGREEMENT (THE "AGREEMENT") REFERENCED ABOVE, IS HEREBY INCORPORATED BY REFERENCE AND LESSEE HEREBY UNDER SHALL BE BOUND TO THE TERMS AND CONDITIONS OF THE AGREEMENT AS LESSEE. THE AGREEMENT, THIS SUPPLEMENT AND ANY APPLICABLE ATTACHMENTS OR ADDENDA ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREIN. THESE DOCUMENTS SUPERSEDE ANY PRIOR ORAL OR WRITTEN COMMUNICATIONS BETWEEN THE PARTIES. BY SIGNING BELOW, LESSEE REPRESENTS AND WARRANTS THAT LESSEE'S NAME AS SET FORTH IN THE SIGNATURE BLOCK BELOW IS LESSEE'S EXACT LEGAL NAME, AND THE INFORMATION IDENTIFYING LESSEE'S STATE OF ORGANIZATION IS TRUE, ACCURATE AND COMPLETE IN ALL RESPECTS. BY SIGNING BELOW, BOTH PARTIES AGREE TO THE TERMS REPRESENTED BY THIS SUPPLEMENT AS IT MAY BE AMENDED OR MODIFIED, IF AGREED TO IN WRITING BY LESSEE, LESSEE AUTHORIZES LESSOR TO CHANGE THE AMOUNT FINANCED AND/OR THE RENT. LESSEE FURTHER AUTHORIZES LESSOR TO INDEBT MACHINE SERIAL NUMBERS ON THIS SUPPLEMENT AS THEY BECOME AVAILABLE, WITHOUT FURTHER AUTHORIZATION FROM LESSEE. DELIVERY OF A MANUALLY EXECUTED COPY OF ANY OF THE DOCUMENTS REFERENCED ABOVE BY FACSIMILE OR OTHER RELIABLE MEANS SHALL BE DEEMED TO BE AS EFFECTIVE FOR ALL PURPOSES AS DELIVERY OF A MANUALLY EXECUTED COPY. LESSEE ACKNOWLEDGES THAT LESSOR MAY MAINTAIN A COPY OF THESE DOCUMENTS IN ELECTRONIC FORM AND AGREES THAT A COPY REPRODUCED FROM SUCH ELECTRONIC FORM OR BY ANY OTHER RELIABLE MEANS (FOR EXAMPLE, PHOTOCOPY, IMAGE OR FACSIMILE) SHALL IN ALL RESPECTS BE CONSIDERED EQUIVALENT TO AN ORIGINAL. IF INDICATED HERE, THE FOLLOWING ATTACHMENTS SHALL APPLY TO AND BE INCORPORATED BY REFERENCE:

Accepted by:

IBM Credit LLC

For or as Lessor:

By:

Authorized Signature

Name (Type or Print)

2125-3119-24 (07/03)

Date

State of Organization: DE

ADS LOGISTICS, LLC

Lessee

By:

Authorized Signature

Name (Type or Print)

11/11/2004

DE

Rec'd 12/01/04



TERM LEASE SUPPLEMENT - Additional Terms and Conditions

OPTION CODES.

- B Lease with fair market value end-of-lease options and Lessor is owner for tax purposes
- B+ Lease with fair market value end-of-lease options
- B- Lease with fair market value end-of-lease options
- B* Lease with fair market value end-of-lease options and Lessor assumes Lessee is owner for tax purposes
- B\$ Lease with fair market value end-of-lease options and Lessor assumes Lessee is owner for tax purposes
- G Lease with fair market value end-of-lease options for tax exempt Lessees
- G* Lease with fair market value end-of-lease options for tax exempt Lessees
- G\$ Lease with fair market value end-of-lease options for tax exempt Lessees
- G- Lease with fair market value end-of-lease options for tax exempt Lessees
- G+ Lease with fair market value end-of-lease options for tax exempt Lessees
- IBM Credit LLC makes no representation whatsoever regarding Lessee's accounting treatment related to any transaction under the Agreement or this Supplement.

TERM.

- Number: Indicates number of months of the Lease Term.
- CO: Continuously Lease. Term of Equipment and associated item of Equipment expire simultaneously.
- PURCHASE OPTIONS (END-OF-LEASE ONLY).
- FM: Fair market sales value at end-of-lease
- CL: Contact IBM Credit for purchase price

- NA: Not Applicable
- \$: Purchase price is one dollar (\$1.00)
- Number: Prestated purchase price. Purchase price will be the Unit Purchase Price times this %.

- INTEREST RATES. The interest rate, if stated, is the annual percentage rate ("APR") which will not exceed the lesser of the APR set forth on the front of this Supplement and the highest rate from time to time permitted by applicable law.

- RATE PROTECTION. The Rates stated on the Supplement are not subject to change if the Supplement is signed and returned to Lessor by the rate validity date indicated on the face of the Supplement and Equipment is (i) supplied by IBM and installed by the last day of the month of the Estimated Commencement Date or (ii) not supplied by IBM, and a certificate of acceptance ("COA") is signed by Lessee with an acceptance date on or prior to the last day of the month of the Estimated Commencement Date stated on the Supplement and such COA is accepted by Lessor.
- RENT COMMENCEMENT DATE. For personal computing equipment, including personal computer-based servers, the Rent Commencement Date shall be the date supplied by Lessor on the COA unless otherwise noted by Lessor on the face of this Supplement.

- BASE EXTENSIONS. For Equipment and/or Financial items described as "Base Extension", this Supplement amends and restates the terms of the Lease and/or Financing Transaction for such Equipment and/or Financial items and incorporates the terms of the Agreement referenced on this Supplement.

- SUPPLEMENT OPTIONS. When indicated on the face of the Supplement, the following terms and conditions shall apply to transactions indicated in this Supplement.

- * INTERIM RENT. The Rent Commencement Date shall be the first day of the first full Payment Period following the date that would otherwise constitute the "Rent Commencement Date" under Paragraph 13 of the Agreement and Lessee will pay interim Rent from such date to the Rent Commencement Date. Such interim Rent shall be prorated based on the number of days in Payment Period.
- * PAYMENT IN ADVANCE. Rent will be due on the first day of each Payment Period and (except for the first Payment Period) will be invoiced one month before its due date. The invoice for any initial partial Payment Period and the first full Payment Period will be issued on the first day of the first full Payment Period following the date of installation.

- * PAYMENT IN ARREARS. Rent will be due on the first day of each Payment Period and (except for the first Payment Period) will be invoiced in advance as of the first day of each Payment Period and will be due on the day following the last day of the Payment Period.
- * SECURITY DEPOSIT. As a condition to Lessee entering into the transactions indicated in the Supplement, Lessee is granted to Lessor a security interest in cash held by Lessor as a security deposit in the amount indicated on the face of this Supplement, to secure Lessee's payment obligations under the Agreement. Lessor may apply any portion of the security deposit against any payment default and shall hold the security deposit until Lessee's obligations under the Agreement are satisfied in full.

- TAX EXEMPT REQUIREMENTS (For Options G, S* and T). Lessee represents that Lessee qualifies as a State or political subdivision of a State for purposes of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"). Any misrepresentation of Lessee's status under Section 103(a) is an event of default under the Agreement. Lessee shall comply with all information reporting requirements of Code Section 149(e) and Treasury Regulations thereunder. Lessee shall file the appropriate Internal Revenue Service (IRS) Form 8038-G or 8038-GC. Lessee shall pay Lessor, on demand, a sum to be determined by Lessor, that will return to Lessor the economic results Lessee would otherwise have received if: (i) Lessee does not file the above IRS form on a timely basis; or (ii) IRS rules Lessee does not qualify under Section 103(a) of the Code.

- AUTHORITY TO FILE FINANCING STATEMENTS. Lessee hereby authorizes Lessor to file Uniform Commercial Code (UCC) financing statements relating to the Collateral, as defined below.

- Lessee hereby grants to Lessor a first priority security interest in the Equipment together with all related software (embedded therein or otherwise), all Financial items, and all additions, attachments, accessories, accretions and

Supp. No.: D00B98759

upgrades thereto and any and all substitutions, replacements or exchanges for any such item of Equipment or software and any and all proceeds of any of the foregoing, including, without limitation, payments under insurance or any indemnity or warranty relating to loss or damage to such Equipment and Financial items ("Collateral").

TRANSFER OF OBLIGATIONS. Lessee agrees that any transaction initiated under this Agreement shall be binding upon Lessee's successor and permitted assigns.

ADDITIONAL DEFAULTS AND REMEDIES. If Lessee is in default, Lessee agrees to surrender to Lessor for return to Lessor or owner all licensed program materials financed hereunder and to destroy any and all copies thereof, if under applicable law, Lessor is required to comply with standards of commercial reasonableness applicable to secured financing in disposing of the Equipment. Lessee agrees that 10 days prior written notice shall constitute adequate notice of disposition, and any disposition of the Equipment will be conveyed on an "AS IS" basis and Lessor may disclaim any and all warranties.

FINANCIAL STATEMENTS. Upon request, if not publicly available, Lessee agrees to provide to Lessor audited financial statements or unaudited financial statements with Lessor's approval in such case in form satisfactory to Lessor.

ALTERATIONS; MODIFICATIONS; PARTS. Lessee agrees to (i) allow installation of any changes, additions, and/or capacity monitoring hardware or software on Equipment, as required by manufacturer, or permit manufacturer to monitor Equipment capacity; and (ii) comply with any other terms required by manufacturer, or permit manufacturer including, but not limited to, those that relate to Equipment capacity.

RETURN OF EQUIPMENT. Unless otherwise agreed to in writing by the parties and prior to return to Lessor of each item of Equipment, Lessee is responsible for removing all information and data, including, but not limited to, programs not licensed to a specific item of Equipment. Lessor has no obligations to remove Lessee's or any other party's information from an item of Equipment.

LESSEE REPRESENTATIONS. Lessee represents that: (i) any information Lessee may provide to Lessor related to the acquisition price of Equipment and/or Financial items is the true and accurate price charged by and to be paid to Lessee's Supplier for such Equipment and/or Financial items; and (ii) Lessee will use any funds received from Lessor for acquisition of Equipment and/or Financial items for the sole purpose of acquiring such Equipment and/or Financial items.

LEASE AGREEMENT AMENDMENT. The following terms and conditions only apply to Term Lease Master Agreements signed prior to January 1987.

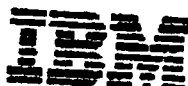
TERM. The initial Term of the Lease or Financing transaction shall begin on the Rent Commencement Date and shall expire at the end of the number of months under "Term" in the Supplement.

OPTIONAL EXTENSION. For purposes of the Optional Extension paragraph, the Rent shall be calculated as the sum of the Lease payments over the initial Term divided by the initial Term of the Lease, but for Options B, B+ or L, not less than fair market rental value.

FINANCED ITEMS. Software, program licenses, maintenance, services and other one-time charges Financed under this Supplement constitute "Financed Items" and the terms (i) of this Supplement, (ii) any applicable attachments, and (iii) the Agreement, each as may be amended by addenda, constitute the "Financing Transaction" for such Financed Items. The parties agree that all references to "Lease" in paragraphs 37 and 38 shall mean "Lease and/or Financing Transaction".

TERMS FOR USED EQUIPMENT. This Equipment is provided without any warranty by Lessor, in accordance with Paragraph 8. It is subject to prior disposition at any time prior to Lessor's signature on the Supplement. Rent Commencement Date will be the earlier of installation or 14 days after Release Date. Lessee payment of 3 months Rent as liquidated damages is required if Lessee cancels its commitment to lease after Lessor's Supplement acceptance but before the Equipment is delivered and accepted by Lessee. Lessee expiration notice shall be as soon as practicable if the Term is 3 months or less. If Equipment is unmodified, manufactured and assembled by or for IBM and IBM installs and maintains the Equipment, Lessee may exercise the Lessor's quality satisfaction guarantee within 90 days of the Release Date. At Lessor's option, the Equipment will either be replaced with equivalent Equipment or returned to Lessor and the Lease terminated with any payments made to Lessor re-funded.

TERMS FOR NON-IBM EQUIPMENT AND FOR EQUIPMENT NOT SOURCED FROM IBM. Notwithstanding anything to the contrary in the Agreement, for purpose of this Supplement, "Lessee's Supplier" shall be the party with whom Lessee has contracted to purchase Equipment, license program materials or acquire services leased or financed herein. Except for paragraphs 41 and 43, all references in the Agreement to "IBM" shall mean "Lessee's Supplier". Any occurrences of "or Effective Date for Additional License" in the Agreement are deleted. Any reference to "Estimated Shipment Date" shall mean "Estimated Commencement Date". Except for paragraph 8, the date Lessee designates on a COA, any terms and conditions applicable to the Rent Commencement Date shall be B+ and L. Lessee shall return the Equipment in good condition and working order, wear and tear excepted and qualified for the manufacturer's approved maintenance service. Should Lessee elect to alter or modify the Equipment, any Lessor-owned Parts that Lessee removes shall remain Lessor's property and Lessee is not permitted to make such Parts available for sale, transfer, exchange or other disposition without Lessor's prior written consent. If Lessor consents to a disposition of the removed Parts, the restoration must be with parts Lessor owns or supplies, or those supplied by a source approved by Lessor. For the purposes of the Agreement, a "Part" is any component or element of the Equipment.



Credit LLC

CERTIFICATE OF ACCEPTANCE

Page 1 of 2

Customer Number: 0502492
 Address
 AREA TRANSPORTATION DIV
 735 GEORGE NELSON DR
 PORTAGE, IN 46368-1275

IBM Office Address
 1 NORTH CASTLE DRIVE
 ARMONK, NY 10504
 ATTN: CHRISTINE GRASSO
 Customer Reference:

Agreement Number: KXJ2952
 Supplement No: D00B98759

Summary Supplement No:

Location Customer	Leased/Financed Item Type	Model	Plant Order or MES No.	Contract Serial No. Description	Manufacturer's Serial No.
0502492	3581	L28			
0502492	9406	520	BBK184	L28 ULTRIUM TAPE 2U AUTO 294BD MISC. EQUIPMENT SPEC.	A3172

THE UNDERSIGNED ("CUSTOMER") IS A LESSEE OR CUSTOMER UNDER THE AGREEMENT REFERENCED ABOVE ("AGREEMENT") WITH EITHER IBM CREDIT LLC OR INTERNATIONAL BUSINESS MACHINES CORPORATION (IN EITHER CASE, "IBM"). CUSTOMER REPRESENTS AND CERTIFIES THAT THE ITEMS LISTED ABOVE, LISTED ON INVOICES ATTACHED, OR ITEMIZED ON AN ATTACHMENT TO THIS CERTIFICATE OF ACCEPTANCE ("ACCEPTED ITEMS") HAVE BEEN AFFIXED TO EACH ACCEPTED ITEM OF EQUIPMENT. CUSTOMER AUTHORIZES IBM TO BELOW AND LABELS, IF SUPPLIED, HAVE BEEN AFFIXED TO EACH ACCEPTED ITEM OF EQUIPMENT. CUSTOMER AUTHORIZES IBM TO PAY CUSTOMER'S SUPPLIER FOR THE ACCEPTED ITEMS. AMOUNTS DUE UNDER THE AGREEMENT SHALL COMMENCE UPON THE ACCEPTANCE DATE CUSTOMER INDICATES BELOW UNLESS OTHERWISE NOTED BY LESSOR ON THE SUPPLEMENT. IF CUSTOMER IS SUBJECT TO PROCUREMENT OR APPROPRIATION LAWS OR REGULATIONS, CUSTOMER REPRESENTS AND CERTIFIES THAT IBM'S DIRECT PAYMENT TO CUSTOMER'S SUPPLIER FOR THE INVOICE AMOUNTS INDICATED ON THIS CERTIFICATE OF ACCEPTANCE WILL BE IN FULL COMPLIANCE WITH ANY AND ALL RELEVANT STATE LAWS AND REGULATIONS OR ANY OTHER LEGAL REQUIREMENTS RELATING TO CUSTOMER'S PROCUREMENT OR APPROPRIATION ACTIVITIES.

IN ORDER FOR THIS CERTIFICATE OF ACCEPTANCE TO BE EFFECTIVE, CUSTOMER MUST PROVIDE IBM WITH SERIAL NUMBERS FOR EACH ACCEPTED ITEM OF EQUIPMENT. CUSTOMER AUTHORIZES IBM TO COMPLETE OR UPDATE ANY EQUIPMENT IDENTIFICATION INFORMATION ON THE REFERENCED AGREEMENT OR SUPPLEMENT TO THE AGREEMENT FOR ANY ACCEPTED ITEM OF EQUIPMENT WITHOUT FURTHER ACTION OR CONSENT BY CUSTOMER.

DELIVERY OF AN EXECUTED COPY OF THIS CERTIFICATE OF ACCEPTANCE BY FACSIMILE OR ANY OTHER RELIABLE MEANS SHALL BE DEEMED TO BE AS EFFECTIVE FOR ALL PURPOSES AS DELIVERY OF A MANUALLY EXECUTED COPY. CUSTOMER UNDERSTANDS THAT IBM MAY MAINTAIN A COPY OF THIS CERTIFICATE IN ELECTRONIC FORM AND AGREES THAT A COPY PRODUCED FROM SUCH ELECTRONIC FORM OR BY ANY OTHER RELIABLE MEANS (FOR EXAMPLE, PHOTOCOPY, IMAGE OR FACSIMILE) SHALL IN ALL RESPECTS BE CONSIDERED EQUIVALENT TO AN ORIGINAL. BY SIGNING BELOW, CUSTOMER REPRESENTS AND WARRANTS THAT CUSTOMER'S NAME AS SET FORTH IN THE SIGNATURE BLOCK BELOW IS CUSTOMER'S EXACT LEGAL NAME AND THE INFORMATION IDENTIFYING CUSTOMER'S STATE OF ORGANIZATION IS TRUE, ACCURATE AND COMPLETE IN ALL RESPECTS.

ACCEPTANCE DATE:

12/11/04

Accepted by: ADS LOGISTICS, LLC

By:

Authorized Signature

Name (Type or Print)

State of Organization:

DE

PLEASE RETURN TO IBM OFFICE ADDRESS LISTED ABOVE

WITHIN 10 DAYS OF RECEIPT

REC'D 12/13/04



CERTIFICATE OF ACCEPTANCE

Page 2 of 2

Customer Number: 0502492
Address
AREA TRANSPORTATION DIV
735 GEORGE NELSON DR
PORTAGE, IN 46368-1275

IBM Office Address
1 NORTH CASTLE DRIVE
ARMONK, NY 10504
ATTN: CHRISTINE GRASSO
Customer Reference:

Agreement Number: KXJ2952
Supplement No: D00B98759

Summary Supplement No:

Location Customer	Leased/Financed Item Type	Model	Plant Order or MES No.	Contract Serial No. Description	Manufacturer's Serial No.
Supplier Invoice Information (Invoices May Be Attached)					
Supplier			Invoice Number	Invoice Date	Invoice Amount
1.					
2.					
3.					
4.					
5.					
6.					
TOTAL					0.00

IBM CREDIT LLC
ATTACHMENT FOR DOCUMENTATION, CONDITIONS, AND FINANCING RATES
 Customer Name: ADS LOGISTICS, LLC
 Quote Number: D02689333-06
 Date: November 3, 2004

FINANCING RATES:**DEALER/REMARKETER SOURCED HARDWARE**

<u>L i n e</u>	<u>Mach</u>	<u>Mod</u>	<u>O p t</u>	<u>T e r m</u>	<u>Install Month</u>	<u>Unit Net</u>	<u>Disc. %</u>	<u>Tax %</u>	<u>Rate \$/1000</u>	<u>Pay Amt</u>
9	3581	L28	B+	36	12/04	10,627	0.00	0.00	26.90	286
Low Rate Financing										
11	9406	520	B+	36	12/04	72,510	0.00	0.00	27.55	1,998
Low Rate Financing										
Upgrade to Base Serial: 294BD Current Base Type/Mod: 9406/820										

BASE LEASE EXTENSION:

Base Equipment and/or Other Related Items

<u>L i n e</u>	<u>Mach</u>	<u>Mod</u>	<u>Mes</u>	<u>Serial</u>	<u>O p t</u>	<u>T e r m</u>	<u>Original Purchase Price</u>	<u>Rate \$/1000</u>	<u>Pay Amt</u>
12	9406	310		294BD	B+	36	137,991.00	2.86	395
Effective Month: 01/05									
13	9406	310	Y90918	294BD	B+	36	4,650.00	2.93	14
Effective Month: 01/05									
14	9406	310	Q90324	294BD	B+	36	1,980.00	3.34	7
Effective Month: 01/05									
15	9406	510	F10120	294BD	B+	36	57,290.00	3.23	185
Effective Month: 01/05									
16	9406	510	Q71706	294BD	B+	36	8,100.00	3.98	32
Effective Month: 01/05									
17	9406	620	W01238	294BD	B+	36	60,410.00	4.88	295
Effective Month: 01/05									
18	9406	820	M96811	294BD	B+	36	83,179.00	11.51	982
Effective Month: 01/05									
19	3570	C01		52391	B+	36	16,926.00	5.06	86
Effective Month: 01/05									

End of Individual Quote Number D02689333-06 dated November 3, 2004

Functions

Arrow Electronics
7459 South Lima Street
Englewood CO 80112-3879

Date:12/7/2004

Sold To: IBM Credit LLC

Leasing Rep: CHRISTINE GRASSO

RE: Supplement #/Lease ID # D00B98759

Solution Provider/Reseller: DATA SYSTEMS
INTERNATIONAL

End User ADS LOGISTICS, LLC

Install Location or Ship To Address 735 George Nelson Dr.
Portage, IN 46368-1275

Acct Numbers	Invoice or SO#	\$ of Invoice
		\$0.00
Total Amt to be paid to Arrow		\$83,137.00
Total Settlement Amount:		\$0.00
Payment to Arrow Electronics:		\$83,137.00
Payment to Solution Provider/Reseller:		

1000012021

Commissioned
- 1039.21 -

**IBM Credit LLC
Special Bids
Cover Sheet
November 3, 2004**

Quote Type: Term Lease Master Agreement
Quote Number: D02689333-06
Quote Validity Date: November 30, 2004
Article of Incorporation Name: ADS LOGISTICS, LLC
Customer Name: ADS LOGISTICS LLC
735 GEORGE NELSON DR
PORTAGE, IN 46368-1275
IBM Customer Number: 0502492
IBM Enterprise Number: 5594565
Field Contact: PAUL MANDRAS
Direct Rates User code: KA1
Direct Rates Filename: ADSPLNRT
Bethesda Processing Code: FA

Administrative Instructions

The quote consists of this cover sheet and its attachment(s). All conditions in this quote must be satisfied for the rates to be valid. This quote will expire after the quote validity date.

The terms and conditions in this quote may be different from the original quote submitted. Please review this quote to ensure that you are aware of any differences.

If the customer accepts your financing proposal based on this quote, the required documentation listed in this quote must be signed by the customer and received by IBM by the quote validity date.

Attachment

CC: PAUL MANDRAS



Credit Corporation

TERM LEASE TRANSMITTAL CHECKLIST (CONTD)
(Vendor Supplied Equipment)

Page 5

J. ICC Q INVOICE:

NOTE: THIS SECTION is for Special Handling Invoice
or Consolidated Billing ONLY

NOTE: Use IBM Credit File in MMS to Track IBM Credit Billing
Control and Customer Reference

1. Checked Customer Profile Database
2. Billing Control (Default 00)
3. Special Handling (Y/N, Default N)
4. Customer Reference/PO# (Reqd. for S&L Govt.)
5. Consolidate To: Customer Number
 Billing Control

✓
CI
N
000B98762

K. REMITTANCE ADVICE - CONTACT NAMES(s) and FAX NUMBER(s):

DIST _____	Fax # _____
SP2 _____	Fax # _____
SP _____	Fax # _____
Add'l _____	Fax # _____
Payees _____	Fax # _____
_____	Fax # _____
_____	Fax # _____

L. COMMENTS:

This is a BLEX only supplement
associated to supplement #
000B98759 for new financing.

Thank you!!



Credit LLC

Composite Signature Page

Page 1 of 1

Date Prepared: 11/08/04
 Customer No.: 0502492
 Lessee Address:
 AREA TRANSPORTATION DIV
 735 GEORGE NELSON DR
 PORTAGE, IN 46368-1275

Customer No.	Document Number (*)	Document Description	Term	Payment Method	Agreement Amount (\$)	Lessee Reference Number
0502492	D00B98759	NEW FINANCING	36	M		
0502492	D00B98762	BLEX ITEMS	36	M		

(*) Document Numbers are the Agreement Numbers, Supplement Numbers, Schedule Numbers, Amendment Numbers and/or Addendum Numbers for the listed documents.

BY LESSEE'S SIGNATURE BELOW, LESSEE ACKNOWLEDGES THAT LESSEE HAS READ, UNDERSTANDS AND AGREES TO THE TERMS OF THE DOCUMENTS LISTED ABOVE, AND LESSEE IS SIGNING THIS COMPOSITE SIGNATURE PAGE AS A CONVENIENCE IN LIEU OF SIGNING EACH SUCH DOCUMENT SEPARATELY. ONCE THIS SIGNATURE PAGE IS SIGNED BY LESSEE, EACH OF THE DOCUMENTS LISTED ABOVE SHALL BE DEEMED TO BE EXECUTED AND ACCEPTED BY LESSEE, AND ONCE THIS SIGNATURE PAGE IS SIGNED BY IBM CREDIT LLC, EACH OF THE DOCUMENTS LISTED ABOVE SHALL BE DEEMED TO BE EXECUTED AND ACCEPTED BY IBM CREDIT LLC. THIS SIGNATURE PAGE SHALL BE DEEMED A SIGNATURE PAGE TO, AND A PART OF, EACH OF THE DOCUMENTS LISTED ABOVE. ANY REPRODUCTION OF ANY DOCUMENT LISTED ABOVE AND THIS SIGNATURE PAGE (FROM A COPY THEREOF MAINTAINED BY IBM CREDIT LLC IN ELECTRONIC FORM, OR REPRODUCED BY ANY OTHER RELIABLE MEANS (FOR EXAMPLE, PHOTOGRAPHY, IMAGE OR FACSIMILE)) SHALL IN ALL RESPECTS BE CONSIDERED EQUIVALENT TO AN ORIGINAL OF SUCH DOCUMENT. BY SIGNING BELOW, LESSEE REPRESENTS AND WARRANTS THAT LESSEE'S NAME AS SET FORTH IN THE SIGNATURE BLOCK BELOW IS LESSEE'S EXACT LEGAL NAME AND THE INFORMATION IDENTIFYING LESSEE'S STATE OF ORGANIZATION IS TRUE, ACCURATE AND COMPLETE IN ALL RESPECTS.

Accepted by:

IBM Credit LLC

For or as Lessor:

By:

Name (Type or Print)

Title

ADS LOGISTICS, LLC

Customer

By:

Authorized Signature

Name (Type or Print)

Date

Title

State of Organization:

DE

TERM LEASE SUPPLEMENT

Date Prepared: 11/08/04
Customer No.: 0502492
Customer Address
AREA TRANSPORTATION DIV
735 GEORGE NELSON DR
PORTAGE IN 46368-1275

Installed at Location
AREA TRANSPORTATION DIV
735 GEORGE NELSON DR
PORTAGE IN 46368-1275

Supplement Number: D00B98762
IBM CSO Location: 1EO
IBM CSO Location Address
IBM CREDIT LLC
1 NORTH CASTLE DRIVE
ARMONK, NY 10504
ATTN: CHRISTINE GRASSO
914-765-5054

Term Lease Master Agreement No.: KJ2952
Associated Supplement No.: D00B98759
Summary Supplement No.:
Amendment No.:
Addendum No.:
Quote Letter No.: D0268933306

Customer Reference:												
Line No.	Location/ Lessor	Installed State	Leased or Financed Item: Type Model/Feature Description	Plant Order or MES No.	Serial No.	(*) Option	(*) Purchase Option	(*) Term	Unit Purchase Price/ Amount Financed	Rate \$/1000	Rent	Contract Release Date
001	0502492/ 6369987	IN	3570-C01 BASE EXTENSION		52391	B+	FM	36	16,926.00	5.06	86.00	01/05
002	0502492/ 6369987	IN	9406-6513 BASE EXTENSION	F10120	294BD	B+	FM	36	57,290.00	3.23	185.00	01/05
003	0502492/ 6369987	IN	9406-820 BASE EXTENSION	M96811	294BD	B+	FM	36	83,179.00	11.81	982.00	01/05
Supplier Name SUPPORT NET INC						Supplier Customer No. 8660822		(*) Security Deposit		Payment Period		
								Total Amount Financed (this page)	(*) Interim Rent Applies	Total Rent (this page) Taxes May Apply	MONTHLY IN ARREARS	
									157,395.00	NO	1,253.00	
									Total Amount of New Financed (all pages)	Base Extension Amount Financed (all pages)	Total Rent of New Financed (all pages)	Base Extension Total Rent (all pages)
									0.00	370,526.00	0.00	1,996.00
(*) See page 3 for explanations, definitions and additional terms. (**) First of the month following the date as indicated on the COA or the Date of Installation.												

(*) See page 3 for explanations, definitions and additional terms.
(**) First of the month following the date as indicated on the COA or the Date of Installation.

RATE VALIDITY DATE: 11/30/04.

THE TERM LEASE MASTER AGREEMENT (THE "AGREEMENT") REFERENCED ABOVE, IS HEREBY INCORPORATED BY REFERENCE AND LESSEE HERUNDER SHALL BE BOUND TO THE TERMS AND CONDITIONS OF THE AGREEMENT AS LESSEE. THE AGREEMENT, THIS SUPPLEMENT AND ANY APPLICABLE ATTACHMENTS OR ADDENDA ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREIN. THESE DOCUMENTS SUPERSEDE ANY PRIOR ORAL OR WRITTEN COMMUNICATIONS BETWEEN THE PARTIES. BY SIGNING BELOW, LESSEE REPRESENTS AND WARRANTS THAT LESSEE'S NAME AS SET FORTH IN THE SIGNATURE BLOCK BELOW IS LESSEE'S EXACT LEGAL NAME, AND THE INFORMATION IDENTIFYING LESSEE'S STATE OF ORGANIZATION IS TRUE, ACCURATE AND COMPLETE IN ALL RESPECTS. BY SIGNING BELOW, BOTH PARTIES AGREE TO THE TERMS REPRESENTED BY THIS SUPPLEMENT AS IT MAY BE AMENDED OR MODIFIED. IF AGREED TO IN WRITING BY LESSEE, LESSEE AUTHORIZES LESSEE TO CHANGE THE AMOUNT FINANCED AND/OR THE RENT. LESSEE FURTHER AUTHORIZES LESSOR TO INSERT MACHINE SERIAL NUMBERS ON THIS SUPPLEMENT AS THEY BECOME AVAILABLE, WITHOUT FURTHER AUTHORIZATION FROM LESSEE. DELIVERY OF A MANUALLY EXECUTED COPY OF ANY OF THE DOCUMENTS REFERENCED ABOVE BY FACSIMILE OR OTHER RELIABLE MEANS SHALL BE DEEMED TO BE AS EFFECTIVE FOR ALL PURPOSES AS DELIVERY OF A MANUALLY EXECUTED COPY. LESSEE ACKNOWLEDGES THAT LESSOR MAY MAINTAIN A COPY OF THESE DOCUMENTS IN ELECTRONIC FORM AND AGREES THAT A COPY REPRODUCED FROM SUCH ELECTRONIC FORM OR BY ANY OTHER RELIABLE MEANS (FOR EXAMPLE, PHOTOCOPY, IMAGE OR FACSIMILE) SHALL IN ALL RESPECTS BE CONSIDERED EQUIVALENT TO AN ORIGINAL. IF INDICATED HERE, THE FOLLOWING ATTACHMENTS SHALL APPLY TO AND BE INCORPORATED BY REFERENCE:

Accepted by:
IBM Credit LLC

For or as Lessor:

ADS LOGISTICS, LLC
Lessor

By: _____
Authorized Signature
Name (Type or Print) _____
Date _____

By: _____
Authorized Signature
Name (Type or Print) _____
Date 11/11/2004

Name (Type or Print) _____
2125-3319-25 (07/03)

State of Organization: DE



TERM LEASE SUPPLEMENT CONTINUATION SHEET

Date Prepared: 11/08/04
Customer No.: 0502492
Customer Address
AREA TRANSPORTATION DIV
735 GEORGE NELSON DR
PORTAGE , IN 46368-1275

Installed at Location
AREA TRANSPORTATION DIV
735 GEORGE NELSON DR
PORTAGE , IN 46368-1275

Supplement Number: D00B98762

IBM CSO Location: 1EO
IBM CSO Location Address
IBM CREDIT LLC
1 NORTH CASTLE DRIVE
ARMONK, NY 10504
ATTN: CHRISTINE GRASSO
914-765-5054

Term Lease Master Agreement No.: KXJ2952
Associated Supplement Nos.: D00B98759
Summary Supplement No.:
Amendment Nos.:
Addendum Nos.:
Quote Letter No.: D0268933306

Customer Reference:

Line No.	Location/ Lessor Customer No.	Installed State	Leased or Financed Item: Type Model/Feature Description	Plant Order or MES No.	Serial No.	(*) Option	(*) Purchase Option	(*) Term	Unit Purchase Price/ Amount Financed	Rate \$/1000	Rent	Estimated Commencement Release Date
004	0502492/ 6369987	IN	9406-510 BASE EXTENSION	Q71706	294BD	B+	FM	036	8,100.00	3.98	32.00	01/05
005	0502492/ 6369987	IN	9406-310 BASE EXTENSION	Q90324	294BD	B+	FM	036	1,980.00	3.34	7.00	01/05
006	0502492/ 6369987	IN	9406-5072 BASE EXTENSION	W01238	294BD	B+	FM	36	60,410.00	4.88	295.00	01/05
007	0502492/ 6369987	IN	9406-5143 BASE EXTENSION	Y90918	294BD	B+	FM	36	4,650.00	2.93	14.00	01/05
008	0502492/ 6369987	IN	9406-310 BASE EXTENSION		294BD	B+	FM	36	137,991.00	2.86	395.00	01/05
Total Amount Financed (this page)											Total Rent (this page) Taxes May Apply	743.00
												MONTHLY IN ARREARS

RATE VALIDITY DATE: 11/30/04.

Z125-3318-25 (07/03)

Supp. No.: D00B98762

TERM LEASE SUPPLEMENT - Additional Terms and Conditions**OPTION CODES.**

- B Lease with fair market value end-of-lease options and Lessor is owner for tax purposes
- B+ Lease with fair market value end-of-lease options
- B- Lease with predated end-of-lease options and Lessor assumes Lessee is owner for tax purposes
- B\$ Lease with \$1.00 end-of-lease purchase option and Lessor assumes Lessee is owner for tax purposes
- G Lease with fair market value end-of-lease options for tax exempt Lessees
- IBM Credit LLC makes no representation, whatsoever regarding Lessee's accounting treatment related to any transaction under the Agreement of this Supplement.

TERM.

Number: Indicates number of months of the Lease Term.

CO: Contemporaneous Lease. Term of Equipment and associated item of Equipment expire simultaneously.

PURCHASE OPTIONS (END-OF-LEASE ONLY).

FM: Fair market sales value at end-of-lease

CL: Contact IBM Credit for purchase price

NA: Not Applicable

\$1: Purchase price is one dollar (\$1.00)

Number: Prestated purchase percent. Purchase price will be the Unit Purchase Price times this %.

INTEREST RATES. The Interest Rate, if stated, is the annual percentage rate ("APR") which will not exceed the rate of the APR set forth on the front of this Supplement and the highest rate from time to time permitted by applicable law.

RATE PROTECTION. The Rates stated on the Supplement are not subject to change if the Supplement is signed and returned to Lessor by the rate validity date indicated on the face of the Supplement and Equipment is (i) supplied by IBM and installed by the last day of the month of the Estimated Commencement Date or (ii) not supplied by IBM, and a certificate of acceptance ("COA") is signed by Lessee with an acceptance date on or prior to the last day of the month of the Estimated Commencement Date stated on the Supplement and such COA is accepted by Lessor.

RENT COMMENCEMENT DATE. For personal computing equipment, including personal computer-based servers, the Rent Commencement Date shall be the date supplied by Lessor on the COA unless otherwise noted by Lessor on the face of this Supplement.

BASE EXTENSIONS. For Equipment and/or Financed Items described as "Base Extension", this Supplement amends and restates the terms of the Lease and/or Financing Transaction for such Equipment and/or Financed Items and incorporates the terms of the Agreement referenced on this Supplement.

SUPPLEMENT OPTIONS. When indicated on the face of the Supplement, the following terms and conditions shall apply to transactions indicated in this Supplement.

- **INTERIM RENT.** The Rent Commencement Date shall be the first day of the first full Payment Period following the date that would otherwise constitute the "Rent Commencement Date" under Paragraph 13 of the Agreement and Lessee will pay interim Rent from such date to the Rent Commencement Date. Such interim Rent shall be prorated based on the number of days in Payment Period.
- **PAYMENT IN ADVANCE.** Rent will be due on the first day of each Payment Period and (except for the invoice for the first Payment Period) will be invoiced one month before its due date. The invoice for any initial partial Payment Period and the first full Payment Period will be issued on the first day of the first full Payment Period following the date of installation.
- **PAYMENT IN ARREARS.** Rent will be invoiced in advance as of the first day of each Payment Period and will be due on the day following the last day of the Payment Period.
- **SECURITY DEPOSIT.** As a condition to Lessee entering into the transactions indicated in the Supplement, Lessee has granted to Lessor a security interest in cash held by Lessor as a security deposit in the amount indicated on the face of this Supplement, to secure Lessee's payment obligations under the Agreement. Lessor may apply any portion of the security deposit against any payment default and shall hold the security deposit until Lessee's obligations under the Agreement are satisfied in full.

TAX EXEMPT REQUIREMENTS (For Options G, S' and T). Lessee represents that Lessee qualifies as a State or political subdivision of a State for purposes of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"). Any misrepresentation of Lessee's status under Section 103(a) is an event of default under the Agreement. Lessee shall comply with all information reporting requirements of Code Section 149(e) and Treasury Regulations thereunder. Lessee shall file the appropriate Internal Revenue Service (IRS) Form 8038-G or 8038-GC. Lessee shall pay Lessor, on demand, a sum to be determined by Lessor that will return to Lessor the economic results Lessor would otherwise have received if: (i) Lessee does not file the above IRS form on a timely basis; or (ii) IRS rules require Lessee to file under Section 103(a) of the Code.

AUTHORITY TO FILE FINANCING STATEMENTS. Lessee hereby authorizes Lessor to file Uniform Commercial Code (UCC) financing statements relating to the Collateral, as defined below.

Lessee hereby grants to Lessor a first priority security interest in the Equipment together with all related software (embedded therein or otherwise), all Financed Items, and all additions, attachments, accessories, and

upgrades thereto and any and all substitutions, replacements or exchanges for any item of Equipment or software and any and all proceeds of any of the foregoing, including, without limitation, payments under insurance or any indemnity or warranty relating to loss or damage to such Equipment and Financed Items ("Collateral").

TRANSFER OF OBLIGATIONS. Lessee agrees that any transaction initiated under this Agreement shall be binding upon Lessee's successor and permitted assignee.

ADDITIONAL DEFAULTS AND REMEDIES. If Lessee, in default, Lessee agrees to surrender to Lessor for return to Lessor or owner all licensed program materials, financed hereunder and to destroy any and all copies thereof, if under applicable law, Lessor is required to comply with standards of commercial reasonableness applicable to secured financings in disposing of the Equipment, Lessee agrees that 10 days prior written notice shall constitute adequate notice of disposition, and any disposition of the Equipment will be conveyed on an "AS IS" basis and Lessor may disclaim any and all warranties.

FINANCIAL STATEMENTS. Upon request, if not publicly available, Lessee agrees to provide to Lessor audited financial statements or unaudited financial statements with Lessor's approval in such case in form satisfactory to Lessor.

ALTERATIONS; MODIFICATIONS; PARTS. Lessee agrees to (i) allow installation of any changes, additions, and/or capacity monitoring hardware or software on Equipment, as required by manufacturer, or permit manufacturer to monitor Equipment capacity, and (ii) comply with any other terms between Lessee and Equipment manufacturer including, but not limited to, those that relate to Equipment capacity.

RETURN OF EQUIPMENT. Unless otherwise agreed to in writing by the parties and prior to return to Lessor of each item of Equipment, Lessee is responsible for removing all information and data, including, but not limited to, programs not licensed to a specific item of Equipment. Lessor has no obligations to remove Lessee's or any other party's information from an item of Equipment.

LESSEE REPRESENTATIONS. Lessee represents that: (i) any information Lessee may provide to Lessor related to the acquisition price of Equipment and/or Financed Items is the true and accurate price charged by and to be paid to Lessee's Supplier for such Equipment and/or Financed Items; and (ii) Lessee will use any funds received from Lessor for acquisition of Equipment and/or Financed Items for the sole purpose of acquiring such Equipment and/or Financed Items.

LEASE AGREEMENT AMENDMENT. The following terms and conditions only apply to Term Lease Master Agreements signed prior to January 1997.

TERM. The initial Term of the Lease or Financing transaction shall begin on the Rent Commencement Date and shall expire at the end of the number of months under "Term" in the Supplement.

OPTIONAL EXTENSION. For purposes of the Optional Extension paragraph, the Rent shall be calculated as the sum of the Lease payments over the initial Term divided by the initial Term of the Lease, but for Options B, B+ or L not less than fair market rental value.

FINANCED ITEMS. Software, program licenses, maintenance, services and other one-time charges Financed under this Supplement constitute "Financed Items" and the terms (i) of this Supplement, (ii) any applicable attachments, and (iii) the Agreement, each as may be amended by addenda, constitute the "Financing Transaction" for such Financed Items. The parties agree that all references to "Lease" in paragraphs 37 and 38 shall mean "Lease and/or Financing Transaction".

TERMS FOR USED EQUIPMENT. This Equipment is provided without any warranty by Lessor, in accordance with Paragraph 9. It is subject to prior disposition at any time prior to Lessor's signature on the Supplement. Rent Commencement Date will be the earlier of installation or 14 days after Release Date. Lessee payment of 3 months Rent as liquidated damages is required if Lessee cancels its commitment to lease after Lessor's Supplement acceptance but before the Equipment is delivered and accepted by Lessee. Lease expiration notice shall be as soon as practicable if the Term is 3 months or less. If Equipment is unmodified, manufactured and assembled by or for IBM and IBM installs and maintains the Equipment, Lessee may exercise the Lessor's quality satisfaction guarantee within 90 days of the Release Date. At Lessor's option, the Equipment will either be replaced with equivalent Equipment or returned to Lessor and the Lease terminated with any payments made to Lessor refunded.

TERMS FOR NON-IBM EQUIPMENT AND FOR EQUIPMENT NOT SOURCED FROM IBM. Notwithstanding anything to the contrary in the Agreement, for purpose of this Supplement, "Lessee's Supplier" shall be the party with whom Lessee has contracted to purchase Equipment, license program materials or acquire services leased or financed herein. Except for paragraphs 41 and 43, all references in the Agreement to "IBM" shall mean "Lessee's Supplier". Any occurrences of "or Effective Date for Additional License" in the Agreement are deleted. Any reference to "Estimated Shipment Date" shall mean "Estimated Commencement Date". Except for personal computing equipment, including personal computer-based servers, the Rent Commencement Date shall be the date Lessee designates on a COA. Any terms and conditions applicable to Option B shall also apply to Options B+ and L. Lessee shall return the Equipment in good condition and working order, wear and tear excepted and qualified for the manufacturer's approved maintenance service. Should Lessee elect to alter or modify the Equipment, any Lessor-owned Parts that Lessee removes shall remain Lessor's property and Lessee is not permitted to make such Parts available for sale, transfer, exchange or other disposition without Lessor's prior written consent. If Lessor consents to a disposition of the removed Parts, the restoration must be with parts Lessor owns or supplies, or those supplied by a source approved by Lessor. For the purposes of the Agreement, a "Part" is any component or element of the Equipment.



CERTIFICATE OF ACCEPTANCE

Page 1 of 2

Customer Number: 0502492
 Address
 AREA TRANSPORTATION DIV
 735 GEORGE NELSON DR
 PORTAGE, IN 46368-1275

IBM Office Address
 1 NORTH CASTLE DRIVE
 ARMONK, NY 10504
 ATTN: CHRISTINE GRASSO
 Customer Reference:

Agreement Number: KXJ2952
 Supplement No: D00B98762

Summary Supplement No:

Location Customer	Leased/Financed Item Type	Model	Plant Order or MES No.	Contract Serial No. Description	Manufacturer's Serial No.
0502492	3570	C01		52391 BASE EXTENSION	52391
0502492	9406	6513	F10120	294BD BASE EXTENSION	294BD
0502492	9406	820	M96811	294BD BASE EXTENSION	294BD
0502492	9406	510	Q71706	294BD BASE EXTENSION	294BD
0502492	9406	310	Q90324	294BD BASE EXTENSION	294BD
0502492	9406	5072	W01238	294BD BASE EXTENSION	294BD
0502492	9406	5143	Y90918	294BD BASE EXTENSION	294BD
0502492	9406	310		294BD BASE EXTENSION	294BD

THE UNDERSIGNED ("CUSTOMER") IS A LESSEE OR CUSTOMER UNDER THE AGREEMENT REFERENCED ABOVE ("AGREEMENT") WITH EITHER IBM CREDIT LLC OR INTERNATIONAL BUSINESS MACHINES CORPORATION (IN EITHER CASE, "IBM"). CUSTOMER REPRESENTS AND CERTIFIES THAT THE ITEMS LISTED ABOVE, LISTED ON INVOICES ATTACHED, OR ITEMIZED ON AN ATTACHMENT TO THIS CERTIFICATE OF ACCEPTANCE ("ACCEPTED ITEMS") HAVE BEEN ACCEPTED BY CUSTOMER ON THE ACCEPTANCE DATE INDICATED BELOW AND LABELS, IF SUPPLIED, HAVE BEEN AFFIXED TO EACH ACCEPTED ITEM OF EQUIPMENT. CUSTOMER AUTHORIZES IBM TO PAY CUSTOMER'S SUPPLIER FOR THE ACCEPTED ITEMS. AMOUNTS DUE UNDER THE AGREEMENT SHALL COMMENCE UPON THE ACCEPTANCE DATE CUSTOMER INDICATES BELOW UNLESS OTHERWISE NOTED BY LESSOR ON THE SUPPLEMENT. IF CUSTOMER IS SUBJECT TO PROCUREMENT OR APPROPRIATION LAWS OR REGULATIONS, CUSTOMER REPRESENTS AND CERTIFIES THAT IBM'S DIRECT PAYMENT TO CUSTOMER'S SUPPLIER FOR THE INVOICE AMOUNTS INDICATED ON THIS CERTIFICATE OF ACCEPTANCE WILL BE IN FULL COMPLIANCE WITH ANY AND ALL RELEVANT STATE LAWS AND REGULATIONS OR ANY OTHER LEGAL REQUIREMENTS RELATING TO CUSTOMER'S PROCUREMENT OR APPROPRIATION ACTIVITIES.

IN ORDER FOR THIS CERTIFICATE OF ACCEPTANCE TO BE EFFECTIVE, CUSTOMER MUST PROVIDE IBM WITH SERIAL NUMBERS FOR EACH ACCEPTED ITEM OF EQUIPMENT. CUSTOMER AUTHORIZES IBM TO COMPLETE OR UPDATE ANY EQUIPMENT IDENTIFICATION INFORMATION ON THE REFERENCED AGREEMENT OR SUPPLEMENT TO THE AGREEMENT FOR ANY ACCEPTED ITEM OF EQUIPMENT WITHOUT FURTHER ACTION OR CONSENT BY CUSTOMER.

DELIVERY OF AN EXECUTED COPY OF THIS CERTIFICATE OF ACCEPTANCE BY FACSIMILE OR ANY OTHER RELIABLE MEANS SHALL BE DEEMED TO BE AS EFFECTIVE FOR ALL PURPOSES AS DELIVERY OF A MANUALLY EXECUTED COPY. CUSTOMER UNDERSTANDS THAT IBM MAY MAINTAIN A COPY OF THIS CERTIFICATE IN ELECTRONIC FORM AND AGREES THAT A COPY PRODUCED FROM SUCH ELECTRONIC FORM OR BY ANY OTHER RELIABLE MEANS (FOR EXAMPLE, PHOTOCOPY, IMAGE OR FACSIMILE) SHALL IN ALL RESPECTS BE CONSIDERED EQUIVALENT TO AN ORIGINAL. BY SIGNING BELOW, CUSTOMER REPRESENTS AND WARRANTS THAT CUSTOMER'S NAME AS SET FORTH IN THE SIGNATURE BLOCK BELOW IS CUSTOMER'S EXACT LEGAL NAME AND THE INFORMATION IDENTIFYING CUSTOMER'S STATE OF ORGANIZATION IS TRUE, ACCURATE AND COMPLETE IN ALL RESPECTS.

ACCEPTANCE DATE:

12/11/04

Accepted by: ADS LOGISTICS, LLC

Customer

By: 

Authorized Signature

Name (Type or Print)

State of Organization:

DE

PLEASE RETURN TO IBM OFFICE ADDRESS LISTED ABOVE
 WITHIN 10 DAYS OF RECEIPT



Credit LLC

CERTIFICATE OF ACCEPTANCE

Page 2 of 2

Customer Number: 0502492

Address

AREA TRANSPORTATION DIV
735 GEORGE NELSON DR
PORTAGE, IN 46368-1275

IBM Office Address

1 NORTH CASTLE DRIVE
ARMONK, NY 10504
ATTN: CHRISTINE GRASSO
Customer Reference:

Agreement Number: KXJ2952

Supplement No: D00B98762

Summary Supplement No:

Location Customer	Leased/Financed Item Type	Plant Order or MES No.	Contract Serial No. Description	Manufacturer's Serial No.
Supplier Invoice Information (Invoices May Be Attached)				
Supplier		Invoice Number	Invoice Date	Invoice Amount
1.				
2.				
3.				
4.				
5.				
6.				
TOTAL				0.00

**IBM Credit LLC
Special Bids
Cover Sheet
November 3, 2004**

Quote Type: Term Lease Master Agreement
Quote Number: D02689333-06
Quote Validity Date: November 30, 2004
Article of Incorporation Name: ADS LOGISTICS, LLC
Customer Name: ADS LOGISTICS LLC
735 GEORGE NELSON DR
PORTAGE, IN 46368-1275
IBM Customer Number: 0502492
IBM Enterprise Number: 5594565
Field Contact: PAUL MANDRAS
Direct Rates User code: KA1
Direct Rates Filename: ADSPLNRT
Bethesda Processing Code: FA

Administrative Instructions

The quote consists of this cover sheet and its attachment(s). All conditions in this quote must be satisfied for the rates to be valid. This quote will expire after the quote validity date.

The terms and conditions in this quote may be different from the original quote submitted. Please review this quote to ensure that you are aware of any differences.

If the customer accepts your financing proposal based on this quote, the required documentation listed in this quote must be signed by the customer and received by IBM by the quote validity date.

Attachment

CC: PAUL MANDRAS

IBM CREDIT LLC

ATTACHMENT FOR DOCUMENTATION, CONDITIONS, AND FINANCING RATES

Customer Name: ADS LOGISTICS, LLC

Quote Number: D02689333-06

Date: November 3, 2004

FINANCING RATES:

DEALER/REMARKETER SOURCED HARDWARE

L i n e	Mach	Mod	O p t	T e r m	Install Month	Unit Net	Disc. %	Tax %	Rate \$/1000	Pay Amt
9	3581	L28	B+	36	12/04	10,627	0.00	0.00	26.90	286
Low Rate Financing										
11	9406	520	B+	36	12/04	72,510	0.00	0.00	27.55	1,998
Low Rate Financing										
Upgrade to Base Serial: 294BD Current Base Type/Mod: 9406/820										

BASE LEASE EXTENSION:

Base Equipment and/or Other Related Items

L i n e	Mach	Mod	Mes	Serial	O p t	T e r m	Original Purchase Price	Rate \$/1000	Pay Amt
12	9406	310		294BD	B+	36	137,991.00	2.86	395
Effective Month: 01/05									
13	9406	310	Y90918	294BD	B+	36	4,650.00	2.93	14
Effective Month: 01/05									
14	9406	310	Q90324	294BD	B+	36	1,980.00	3.34	7
Effective Month: 01/05									
15	9406	510	F10120	294BD	B+	36	57,290.00	3.23	185
Effective Month: 01/05									
16	9406	510	Q71706	294BD	B+	36	8,100.00	3.98	32
Effective Month: 01/05									
17	9406	620	W01238	294BD	B+	36	60,410.00	4.88	295
Effective Month: 01/05									
18	9406	820	M96811	294BD	B+	36	83,179.00	11.81	982
Effective Month: 01/05									
19	3570	C01		52391	B+	36	16,926.00	5.06	86
Effective Month: 01/05									

End of Individual Quote Number D02689333-06 dated November 3, 2004

Date Prepared: 05/31/07
Customer No.: 0242648
Customer Address
AREA TRANSPORTATION DIV
9200 CALUMET AVE
MUNSTER , IN 46321-2885

TERM LEASE SUPPLEMENT

Installed at Location
AREA TRANSPORTATION DIV
9200 CALUMET AVE
MUNSTER , IN 46321-2885

Supplement Number: D00D76295
IBM C80 Location: 1EO
IBM C80 Location Address
IBM CREDIT LLC
4111 NORTHSIDE PKWY, NW
ATLANTA GA 30327-3015
ATTN: ANA LIDIA BORGES (EXT 3167)
PH: 800-428-3889
Fax: 845-284-6268

Customer Reference:

Location/ Lessor
Customer No. 001
Installed Date 0242648/ IN
Type Model/Feature 3570-C01
Description BASE EXTENSION

Line No.	Customer No.	State	Plant Order or MES No.	Serial No.	Option	Purchase Option	(*) Term	Unit Purchase Price/ Amount Financed	Ratio \$/1000	Rent	Estimated Commencement /Release Date
001	0242648/	IN	3570-C01	53374	B+	FM	036	15,894.00	3.23	51.34	07/07

The parties agree that the payment of Rent and the initial Term of the Lease and/or any associated financing shall commence on the Payment Commencement Date shown on the face of the Supplement. The Term shall expire at the end of the number of months specified as "Term" on the Supplement, for each transaction, following the Payment Commencement Date. All other obligations of Lessee under the Agreement shall be effective on the Rent Commencement Date.

Supplier Name ARROW ELECTRONICS INC
Supplier Customer No. 9860922

(*) See page 8 for explanations, definitions and additional terms.
(**) First of the month following the date as indicated on the COA or the Date of Installation.
RATE VALIDITY DATE: 06/29/07.

Total Amount Financed (this page)	(*) Interim Rent Applies	Total Rent (this page) Taxes May Apply	Payment Period MONTHLY IN ARREARS
15,894.00	NO	51.34	
Total Amount of New Financed (all pages)	Base Extension Amount Financed (all pages)	Total Rent of New Financed (all pages)	Base Extension Total Rent (all pages)
145,654.00	1,089,792.64	4,251.70	9,155.56

THE TERM LEASE MASTER AGREEMENT (THE "AGREEMENT") REFERENCED ABOVE, IS HEREBY INCORPORATED BY REFERENCE AND LESSEE HEREBY AGREES TO BE BOUND TO THE TERMS AND CONDITIONS OF THE AGREEMENT AS LESSEE. THE AGREEMENT, THIS SUPPLEMENT AND ANY APPLICABLE ATTACHMENTS OR ADDENDUMS ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREIN. THESE DOCUMENTS SUPERSEDE ANY PRIOR ORAL OR WRITTEN COMMUNICATIONS BETWEEN THE PARTIES. BY SIGNING BELOW, LESSEE REPRESENTS AND WARRANTS THAT LESSEE'S NAME AS SET FORTH IN THE SIGNATURE BLOCK BELOW IS LESSEE'S EXACT LEGAL NAME, AND THE INFORMATION IDENTIFYING LESSEE'S STATE OF ORGANIZATION IS TRUE, ACCURATE AND COMPLETE IN ALL RESPECTS. BY SIGNING BELOW, BOTH PARTIES AGREE TO THE TERMS REPRESENTED BY THIS SUPPLEMENT AS IT MAY BE AMENDED OR MODIFIED, IF AGREED TO IN WRITING BY LESSEE. LESSEE AUTHORIZES LESSEE TO CHANGE THE AMOUNT FINANCED AND/OR THE RENT. LESSEE FURTHER AUTHORIZES LESSEE TO INSERT MACHINE SERIAL NUMBERS ON THIS SUPPLEMENT AS THEY BECOME AVAILABLE, WITHOUT FURTHER AUTHORIZATION FROM LESSEE. DELIVERY OF AN EXECUTED COPY OF ANY OF THE DOCUMENTS REFERENCED ABOVE BY FACSIMILE OR OTHER RELIABLE MEANS SHALL BE DEEMED TO BE AS EFFECTIVE FOR ALL PURPOSES AS DELIVERY OF A MANUALLY EXECUTED COPY. LESSEE ACKNOWLEDGES THAT LESSOR MAY MAINTAIN A COPY OF THESE DOCUMENTS IN ELECTRONIC FORM AND AGREES THAT A COPY REPRODUCED FROM SUCH ELECTRONIC FORM OR BY ANY OTHER RELIABLE MEANS (FOR EXAMPLE, PHOTOCOPY, IMAGE OR FACSIMILE) SHALL IN ALL RESPECTS BE CONSIDERED EQUIVALENT TO AN ORIGINAL. IF INDICATED HERE, THE FOLLOWING ATTACHMENTS SHALL APPLY TO AND BE INCORPORATED BY REFERENCE:

Accepted by:
IBM Credit LLC

ADS LOGISTICS, LLC

For *Marcia A Easton*
By: *Marcia A Easton*
Authorized Signature
Name: Customer OPS Mgr.
Signed: 13067

By: *Ronald M. Cohen*
Authorized Signature
Name (Type or Print): Ronald M. Cohen
Date: 6/1/07

State of Organization: DE

accepted as of 7/25/07



TERM LEASE SUPPLEMENT CONTINUATION SHEET

Page 2 of 8

Date Prepared: 05/31/07
Customer No.: 0242648
Customer Address
AREA TRANSPORTATION DIV
9200 CALUMET AVE
MUNSTER IN 46321-2885

Installed at Location
AREA TRANSPORTATION DIV
9200 CALUMET AVE
MUNSTER IN 46321-2885

Supplement Number: D00D76295
IBM C80 Location: 1EO
IBM C80 Location Address
IBM CREDIT LLC
4111 NORTHSIDE PKWY, NW
ATLANTA GA 30327-3015
ATTN: ANA LIDIA BORGES (EXT 3167)
PH: 800-428-3889
Fax: 845-264-0268

Term Lease Master Agreement No.: 0268502
Associated Supplement Nos.:
Summary Supplement No.:
Amendment Nos.:
Addendum Nos.:
Quote Letter No.: D0288794801

Customer Reference:

Quote Letter No.: D0286794801														
Line No.	Location/ Lessor	Installed Customer No.	State	Leased or Financed Item: Type Model/Feature Description	Plant Order or MES No.	Serial No.	(*) Option	(*) Purchase Option	(*) Term	Unit Purchase Price/ Amount Financed	Rate \$/1000	Rent	Estimated Commencement /Release Date	
002	0242648/	IN	6369987	3581-L38 BASE EXTENSION		B8659	B+	FM	036	7,889.00	23.93	188.78	07/07	
003	0242648/	IN	6369987	3581-H17 BASE EXTENSION		30448	B+	FM	036	8,298.00	10.44	86.81	07/07	
004	0242648/	IN	6369987	5733-SM5 BASE EXTENSION		A4VMQ	S	NA	036	33,010.00	6.63	218.86	07/07	
005	0242648/	IN	6369987	5733-SU3 BASE EXTENSION		A8TK8	S	NA	036	7,155.00	9.64	68.97	07/07	
006	0242648/	IN	6369987	5733-SX3 BASE EXTENSION		A8TK9	S	NA	036	5,616.00	9.58	53.80	07/07	
007	0242648/	IN	6369987	7852-400 BASE EXTENSION		42A3444	B+	FM	036	446.00	1.58	.70	07/07	
008	0242648/	IN	6369987	9SSR-001 BASE EXTENSION		B322063	S	NA	036	31,405.00	9.60	301.49	07/07	
009	0242648/	IN	6369987	9SSR-001 BASE EXTENSION		B581787	S	NA	036	22,448.00	21.61	485.10	07/07	
010	0242648/	IN	6369987	9SSR-001 REMARKETED SERVICES/ITE		B686886	S	NA	036	34,120.00	30.49	1,040.32	07/07	
Total Amount Financed (this page)										150,385.00	Total Rent (this page) Taxes May Apply		2,444.83	Payment Period MONTHLY IN ARREARS

RATE VALIDITY DATE: 06/29/07.

Z126-0316-26 (06/06)

TERM LEASE SUPPLEMENT

Date Prepared: 05/31/07
Customer No.: 0242648
Customer Address
AREA TRANSPORTATION DIV
9200 CALUMET AVE
MUNSTER IN 46321-2885

Installed at Location
AREA TRANSPORTATION DIV
9200 CALUMET AVE
MUNSTER IN 46321-2885

Supplement Number: D00D78295
IBM CSO Location: 1EO
IBM CSO Location Address
IBM CREDIT LLC
4111 NORTHSIDE PKWY, NW
ATLANTA GA 30327-3015
ATTN: ANA LIDIA BORGES (EXT 3167)
Ph: 800-428-3889
Fax: 845-284-8288

Term Lease Master Agreement No.: 0256502
Associated Supplement No.:
Summary Supplement No.:
Amendment No.:
Addendum No.:

Customer Reference:

Location/
Line No. Customer No. Initial No. State
011 0242648/ IN 6369987

Leased or Financed Item:
Type Model/Feature
Description
011 0242648/ IN 9408-5205
BASE EXTENSION

Plant Order
or
MEB No. Serial
No. 0034D
BDW448

(*) Purchase
Option B+

(*) Term
036

Unit Purchase
Price/
Amount Financed
99,972.00

Rate
\$/1000
21.86

Rent
2,185.39

Estimated
Commencement
/Release Date
07/07

Quote Letter No.: D0288784801

012 0242648/ IN 6369987

012 0242648/ IN 9408-510
BASE EXTENSION

012 0242648/ IN 9408-510
BASE EXTENSION

012 0242648/ IN 9408-510
BASE EXTENSION

012 0242648/ IN 9408-510
BASE EXTENSION

012 0242648/ IN 9408-510
BASE EXTENSION

012 0242648/ IN 9408-510
BASE EXTENSION

012 0242648/ IN 9408-510
BASE EXTENSION

012 0242648/ IN 9408-510
BASE EXTENSION

012 0242648/ IN 9408-510
BASE EXTENSION

013 0242648/ IN 8369987

013 0242648/ IN 9408-2924
BASE EXTENSION

013 0242648/ IN 9408-2924
BASE EXTENSION

013 0242648/ IN 9408-2924
BASE EXTENSION

013 0242648/ IN 9408-2924
BASE EXTENSION

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013 0242648/ IN 9408-2924
BASE EXTENSION

014 0242648/ IN 6369987

014 0242648/ IN 9408-2749
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014 0242648/ IN 9408-2749
BASE EXTENSION

015 0242648/ IN 6369987

015 0242648/ IN 9408-620
BASE EXTENSION

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015 0242648/ IN 9408-620
BASE EXTENSION

015 0242648/ IN 9408-620
BASE EXTENSION

016 0242648/ IN 6369987

016 0242648/ IN 9408-520
MISC. EQUIPMENT SPEC.

016 0242648/ IN 9408-520
MISC. EQUIPMENT SPEC.

016 0242648/ IN 9408-520
MISC. EQUIPMENT SPEC.

016 0242648/ IN 9408-520
MISC. EQUIPMENT SPEC.

016 0242648/ IN 9408-520
MISC. EQUIPMENT SPEC.

016 0242648/ IN 9408-520
MISC. EQUIPMENT SPEC.

016 0242648/ IN 9408-520
MISC. EQUIPMENT SPEC.

016 0242648/ IN 9408-520
MISC. EQUIPMENT SPEC.

016 0242648/ IN 9408-520
MISC. EQUIPMENT SPEC.

017 0242648/ IN 6369987

017 0242648/ IN 9408-310
BASE EXTENSION

017 0242648/ IN 9408-310
BASE EXTENSION

017 0242648/ IN 9408-310
BASE EXTENSION

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BASE EXTENSION

017 0242648/ IN 9408-310
BASE EXTENSION

018 0242648/ IN 6369987

018 0242648/ IN 9883-002
BASE EXTENSION

018 0242648/ IN 9883-002
BASE EXTENSION

018 0242648/ IN 9883-002
BASE EXTENSION

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BASE EXTENSION

018 0242648/ IN 9883-002
BASE EXTENSION

018 0242648/ IN 9883-002
BASE EXTENSION

019 0242648/ IN 6369987

019 0242648/ IN 9984-002
VENDOR SOURCED NON-IBM SOFTW

019 0242648/ IN 9984-002
VENDOR SOURCED NON-IBM SOFTW

019 0242648/ IN 9984-002
VENDOR SOURCED NON-IBM SOFTW

019 0242648/ IN 9984-002
VENDOR SOURCED NON-IBM SOFTW

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VENDOR SOURCED NON-IBM SOFTW

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019 0242648/ IN 9984-002
VENDOR SOURCED NON-IBM SOFTW

019 0242648/ IN 9984-002
VENDOR SOURCED NON-IBM SOFTW

RATE VALIDITY DATE: 06/28/07.

Z125-3315-25 (06/05)

Date Prepared: 05/31/07
Customer No.: 0242648
Customer Address
AREA TRANSPORTATION DIV
9200 CALUMET AVE
MUNSTER IN 46321-2885

Installed at Location
AREA TRANSPORTATION DIV
9200 CALUMET AVE
MUNSTER IN 46321-2885

TERM LEASE SUPPLEMENT

CONTINUATION SHEET

Supplement Number: D00D76295
IBM GSO Location: 1EO
IBM GSO Location Address
IBM CREDIT LLC
4111 NORTHSIDE PKWY NW
ATLANTA GA 30327-3015
ATTN: ANA LIDIA BORGES (EXT 3167)
Ph: 800-426-3889
Fax: 845-284-6288

Term Lease Master Agreement No.: 0256502
Associated Supplement No.:
Summary Supplement No.:
Amendment No.:
Addendum No.:
Quote Letter No.: D0288794801

Customer Reference:

Location/
Lessor Installed
Type Model/Feature
Description

Plant Order
or
MES No.

Serial
No.

Term

Unit Purchase
Price/
Amount Financed

Rate
\$/1000

Rent

Estimated
Commencement
/Release Date

020 0242648/ IN 9885-003
8368987 BASE EXTENSION

A228013

S

036

17,069.00

2.10

35.84

07/07

Total Amount
Financed
(this page)

17,069.00

Total Rent
(this page)
Taxes May Apply

35.84

Payment Period

MONTHLY
IN ARREARS

RATE VALIDITY DATE: 04/28/07

Z126-3319-25 (08/05)

Date Prepared: 05/31/07
 Customer No.: 0242646
 Customer Address
 AREA TRANSPORTATION DIV
 8200 CALUMET AVE
 MUNSTER IN 46321-2885

Installed at Location
 AREA TRANSPORTATION DIV
 735 GEORGE NELSON DR
 PORTAGE IN 46368-1275

TERM LEASE SUPPLEMENT CONTINUATION SHEET

Supplement Number: D00D76295
 IBM C30 Location: 1EO
 IBM C30 Location Address
 IBM CREDIT LLC
 4111 NORTHSIDE PKWY, NW
 ATLANTA GA 30327-3015
 ATTN: ANA LIDIA BORGES (EXT 3167)
 Ph: 800-426-3889
 Fax: 845-284-6288

Term Lease Master Agreement No.: 0256502
 Associated Supplement No.:
 Summary Supplement No.:
 Amendment No.:
 Addendum Nos.:
 Quote Letter No.: D0288794801

Customer Reference:

Line No.	Location/ Lessor	Installed Date	Leased or Financed Item: Type Model/Feature Description	Plant Order or MES No.	Serial No.	Option	Option	Unit Purchase Price/ Amount Financed	Rate \$/1000	Rent	Estimated Commencement Release Date
021	0502492/ 6369987	IN	3581-L28 BASE EXTENSION		B2882	B+	FM	6,178.00	18.51	114.35	07/07
022	0502492/ 6369987	IN	98PP-004 BASE EXTENSION		B522143	T	NA	629.00	15.45	9.72	07/07
023	0502492/ 6369987	IN	99SR-001 BASE EXTENSION		B522144	S	NA	30,106.00	15.30	460.62	07/07
024	0502492/ 6369987	IN	9406-5208 BASE EXTENSION	BCN318	4M83M	B+	FM	119,069.00	17.33	2,063.47	07/07
025	0502492/ 6369987	IN	9406-0165 BASE EXTENSION	BCQ372	4M83M	B+	FM	2,272.00	16.49	37.47	07/07
026	0502492/ 6369987	IN	9406-0829 BASE EXTENSION	M97127	4M83M	B+	FM	154,040.00	1.43	220.28	07/07
027	0502492/ 6369987	IN	9406-520 MISC. EQUIPMENT SPEC.	4M83M	B	FM	FM	47,985.00	26.66	1,279.28	07/07
028	0502492/ 6369987	IN	9406-720 BASE EXTENSION	4M83M	B+	FM	FM	70,757.00	.76	53.78	07/07
029	0502492/ 6369987	IN	9984-004 BASE EXTENSION	B522145	T	NA	NA	1,875.00	15.55	28.16	07/07
Total Amount Financed (this page)										432,911.00	
Total Rent (this page) Taxes May Apply										4,268.13	
Payment Period										MONTHLY IN ARREARS	

RATE VALIDITY DATE: 06/28/07.

Z125-3215-25 (04/05)

OPTION CODES.

- B Lease with fair market value end-of-lease options and Lessor is owner for tax purposes.
 - B+ Lease with fair market value end-of-lease options
 - B- Lease with guaranteed end-of-lease options and Lessor assumes Lessee is owner for tax purposes
 - BS Lease with \$1.00 end-of-lease purchase option and Lessor assumes Lessee is owner for tax purposes
 - G Lease with fair market value end-of-lease options for tax exempt Lessees
 - G- Lease with \$1.00 end-of-lease purchase option for tax exempt Lessees
- IBM Credit LLC makes no representation whatsoever regarding Lessee's accounting treatment related to any transaction under the Agreement or this Supplement.

TERMS.

Number: Indicates number of months of the Lease Term.

CO: Code/Invoice Lease, Term of Equipment and allocated item of Equipment copies simultaneously.

PURCHASE OPTIONS (END-OF-LEASE ONLY).

FM: Fair market value at end-of-lease

CL: Contingent IBM Credit for purchase price

MA: Not Applicable

S1: Purchase price is one dollar (\$1.00)

Number: Purchase price will be the Unit Purchase Price times this %.

INTEREST RATES. The interest rate, if stated, is the annual percentage rate (APR) which shall not exceed the lesser of the APR set forth on the front of this Supplement or the highest rate from time to time permitted by applicable law.

RATE PROTECTION. The Rates stated on this Supplement are not subject to change if the Supplement is signed and returned to Lessor by the rate validity date indicated on the face of the Supplement and Equipment is either (i) supplied by IBM and installed by the last day of the month of the Estimated Commencement Date or (ii) not supplied by IBM, and a certificate of acceptance ("COA") is signed by Lessee with a Rent Commencement Date on or prior to the last day of the month of the Estimated Commencement Date stated on the Supplement and such COA is accepted by Lessor.

RENT COMMENCEMENT DATE. Notwithstanding anything to the contrary in the Agreement, the Rent Commencement Date for (i) personal computing equipment, including personal computer-based servers, shall be the date supplied by Lessor on the COA or (ii) for Equipment supplied by Lessor, shall be the earlier of the date of installation or seven (7) days after the Release Date or as specified in the Supplement.

BASE EXTENSIONS. For Equipment and/or Financed Items described as "Base Extension", this Supplement amends and restates the terms of the Lease and/or Financing Transaction for such Equipment and/or Financed Items and incorporates the terms of the Agreement referenced on this Supplement.

SUPPLEMENT OPTIONS. When indicated on the face of the Supplement, the following terms and conditions shall apply to transactions indicated in this Supplement.

• **INTERIM RENT.** The Payment Commencement Date shall be the first day of the first full Payment Period following the date that would otherwise constitute the "Rent Commencement Date" under Paragraph 13 of the Agreement and Lessee will pay interim Rent from such date to the Payment Commencement Date. Such interim Rent shall be posted based on the number of days in Payment Period.

• **PAYMENT IN ADVANCE.** Rent will be due on the first day of each Payment Period and (except for the Payment Period and the first full Payment Period) will be invoiced one month before its due date. The invoice for any initial partial Payment Period and the first full Payment Period will be issued on the first day of the first full Payment Period following the date of installation.

• **PAYMENT IN ADVANCE.** Rent will be invoiced in advance as of the first day of each Payment Period and will be due on the day following the last day of the Payment Period.

• **SECURITY DEPOSIT.** As a condition to Lessee entering into the transactions indicated in the Supplement, Lessee has granted to Lessor a security interest in cash held by Lessor as a security deposit in the amount indicated on the face of this Supplement, to secure Lessee's payment obligations under the Agreement. Lessor may apply any portion of the security deposit against any payment default and shall hold the security deposit until Lessee's obligations under the Agreement are satisfied in full.

TAX EXEMPT REQUIREMENTS (For Options G, S and T). Lessee represents that Lessee qualifies as a State or political subdivision of a State for purposes of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"). Any misrepresentation of Lessee's status under Section 103(a) is an event of default under the Agreement. Lessee shall comply with all information reporting requirements of Code Section 148(e) and Treasury Regulations hereunder. Lessee shall file the appropriate Internal Revenue Service (IRS) Form 9223-G or 9223-GC. Lessee shall pay Lessor, on demand, a sum to be determined by Lessor, that will return to Lessor the economic results Lessor would otherwise have received if: (i) Lessee does not file the above IRS form on a timely basis; or (ii) IRS rules Lessee does not qualify under Section 103(a) of the Code.

AUTHORITY TO FILE FINANCING STATEMENTS. Lessee hereby authorizes Lessor to file Uniform Commercial Code (UCC) financing statements relating to the Collateral, as defined below. Lessee hereby grants to Lessor

a first priority security interest in the Equipment together with all related interests (including therein or otherwise), all Financed Items, and all add-ons, attachments, accessories, modifications and upgrades thereto and any and all substitutions, replacements or exchanges for any such item of Equipment or accessories and any and all proceeds of any of the foregoing, including, without limitation, payments under insurance or any indemnity or warranty relating to loss or damage to such Equipment and Financed Items ("Collateral").

TRANSFER OF OBLIGATIONS. Lessee agrees that any transaction initiated under this Agreement shall be binding upon Lessee's successors and permitted assigns.

ADDITIONAL DEFAULTS AND REMEDIES. If Lessee is in default, Lessee agrees to surrender to Lessor for return to Lessor or owner of licensed program materials financed hereunder and to destroy any and all copies thereof. If under applicable law, Lessor is required to comply with standards of commercial reasonableness applicable to secured financing in disposing of the Equipment, Lessee agrees that 10 days prior written notice shall constitute adequate notice of disposition, and any disposition of the Equipment will be conveyed on an "AS IS" basis and Lessor may disclaim any and all warranties.

FINANCIAL STATEMENTS. Upon request, if not publicly available, Lessee agrees to provide to Lessor audited financial statements or unaudited financial statements with Lessor's approval in such case in form satisfactory to Lessor.

ALTERATIONS; MODIFICATIONS; PARTS. Lessee agrees to (i) allow installation of any changes, additions, and/or capacity modifying hardware or software on Equipment, as required by manufacturers, or permit manufacturer to modify Equipment capacity; and (ii) comply with any other terms between Lessee and Equipment manufacturer, including, but not limited to, those that relate to Equipment capacity.

RETURN OF EQUIPMENT. Lessee is responsible for removing all information and data, including, but not limited to, programs not licensed to a specific item of Equipment. Lessor has no obligation to remove Lessee's or any other party's information from an item of Equipment.

LESSEE REPRESENTATIONS. Lessee represents that: (i) any information Lessee may provide to Lessor related to the acquisition price of Equipment and/or Financed Items is the true and accurate price charged by and to be paid to Lessee's supplier for such Equipment and/or Financed Items; and (ii) Lessee will use any funds received from Lessor for acquisition of Equipment and/or Financed Items for the sole purpose of acquiring such Equipment and/or Financed Items.

LEASE AGREEMENT AMENDMENT. The following terms and conditions only apply to Term Lease Master Agreements signed prior to January 1987.

TERM. The initial Term of the Lease or Financing Transaction shall begin on the Rent Commencement Date and shall expire at the end of the number of months under "Term" in the Supplement.

OPTIONAL EXTENSION. For purposes of the Optional Extension paragraph, the Rent shall be calculated as the sum of the Lease payments over the initial Term divided by the initial Term of the Lease, but for Options B, B+ or L not less than fair market rental value.

FINANCED ITEMS. Software, program licenses, maintenance, services and other one-time charges Financed under this Supplement constitute "Financed Items" and the terms (i) of this Supplement, (ii) any applicable attachment, and (iii) the Agreement, each as may be amended by addenda, constitute the "Financing Transaction" for such Financed Items. The parties agree that all references to "Lessee" in paragraphs 37 and 38 shall mean "Lessee and/or Financing Transaction".

TERMS FOR USED EQUIPMENT. The Equipment is provided without any warranty by Lessor, in accordance with Paragraph 9. It is subject to prior disposition at any time prior to Lessor's signature on the Supplement. Rent Commencement Date will be the earlier of installation or 7 days after Release Date or as noted on the face of this Supplement. Lessee payment of 3 months' Rent as liquidated damages is required if Lessee cancels its commitment to lease after Lessor's Supplement acceptance but before the Equipment is delivered and accepted by Lessee. Lessee expiration notice shall be as soon as practicable if the Term is 3 months or less. If Equipment is unmodified, manufactured and assembled by or for IBM and IBM labels and maintains the Equipment, Lessee may exercise the Lessor's quality satisfaction guarantee within 90 days of the Release Date. At Lessor's option, the Equipment will either be replaced with equivalent Equipment or returned to Lessor and the Lease terminated with any payments made to Lessor refunded.

TERMS FOR NON-IBM EQUIPMENT AND FOR EQUIPMENT NOT SOURCED FROM IBM. Notwithstanding anything to the contrary in the Agreement, for purposes of this Supplement, "Lessee's Supplier" shall be the party with whom Lessee has contracted to purchase Equipment, license program materials or acquire services leased or financed herein. Except for paragraphs 41 and 42, all references in the Agreement to "IBM" shall mean "Lessee's Supplier". Any occurrences of "or Effective Date for Additional Lessee" in the Agreement are deleted. Any reference to "Estimated Shipment Date" shall mean "Estimated Commencement Date". Except for personal computing equipment, including personal computer-based servers, the Rent Commencement Date shall be the date Lessee designates on a COA. Any terms and conditions applicable to Option B shall also apply to Options B+ and L. Lessee shall return the Equipment in good condition and working order, wear and tear excepted and qualified for the manufacturer's approved maintenance service. Should Lessee elect to alter or modify the Equipment, any Lessor-owned Parts that Lessee removes shall remain Lessor's property and Lessee is not permitted to make such Parts available for sale, transfer, exchange or other disposition without Lessor's prior written consent. If Lessor consents to a disposition of the removed Parts, the replacement must be with parts Lessor owns or supplies, or those supplied by a source approved by Lessor. For the purposes of the Agreement, a "Part" is any component or element of the Equipment.

Bill of Purpose Only

TERM LEASE SUPPLEMENT

Date Prepared: 06/29/07

Customer No.: 0242648

Customer Address
AREA TRANSPORTATION DIV
9200 CALUMET AVE
MUNSTER, IN 46321-2885

Installed at Location
AREA TRANSPORTATION DIV
9200 CALUMET AVE
MUNSTER, IN 46321-2885

Supplement Number: D00076295

IBM CSO Location: 1EO

IBM CSO Location Address

IBM CREDIT LLC

4111 NORTHSIDE PKWY, NW

ATLANTA GA 30327-3015

ATTN: ANA LIDIA BORGES (EXT 3167)

Ph: 800-426-3889

Fax: 845-264-8288

Term Lease Master Agreement No.: 0256502

Associated Supplement Nos.:

Summary Supplement No.:

Amendment Nos.:

Addendum Nos.:

Quote Letter No.: D0286794801

Customer Reference:

Location/Leased or Financed Item:
Line Lessor Installed Type Model/Feature
No. Customer No. State Description

001 0242648/ IN 3570-C01 BASE EXTENSION
6369987

Plant Order or MES No. Serial No. (*) Purchase Option (*) Term

53374 B+ FM 036

Unit Purchase Price/Amount Financed

15,894.00

Rate \$/1000

3.23

Rent

51.34

Estimated Commencement /Release Date

07/07

The parties agree that the payment of Rent and the initial Term of the Lease and/or any associated financing shall commence on the Payment Commencement Date shown on the face of the Supplement. The Term shall expire at the end of the number of months specified as "Term" on the Supplement, for such transaction, following the Payment Commencement Date. All other obligations of Lessee under the Agreement shall be effective on the Rent Commencement Date.

Supplier Name	Supplier Customer No.	(*) Security Deposit	Total Amount Financed (this page)	(*) Interim Rent Applies	Total Rent (this page) Taxes May Apply	Payment Period MONTHLY IN ARREARS
ARROW ELECTRONICS INC	8660822		15,894.00	NO	51.34	

(*) See page 6 for explanations, definitions and additional terms.

(**) First of the month following the date as indicated on the COA or the Date of Installation.

RATE VALIDITY DATE: 06/29/07.

Total Amount of New Financed (all pages)	Base Extension Amount Financed (all pages)	Total Rent of New Financed (all pages)	Base Extension Total Rent (all pages)
145,654.00	1,089,792.64	4,251.70	9,155.56

THE TERM LEASE MASTER AGREEMENT (THE "AGREEMENT") REFERENCED ABOVE, IS HEREBY INCORPORATED BY REFERENCE AND LESSEE HEREUNDER SHALL BE BOUND TO THE TERMS AND CONDITIONS OF THE AGREEMENT AS LESSEE. THE AGREEMENT, THIS SUPPLEMENT AND ANY APPLICABLE ATTACHMENTS OR ADDENDUMS ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREIN. THESE DOCUMENTS SUPERSEDE ANY PRIOR ORAL OR WRITTEN COMMUNICATIONS BETWEEN THE PARTIES. BY SIGNING BELOW, LESSEE REPRESENTS AND WARRANTS THAT LESSEE'S NAME AS SET FORTH IN THE SIGNATURE BLOCK BELOW IS LESSEE'S EXACT LEGAL NAME, AND THE INFORMATION IDENTIFYING LESSEE'S STATE OF ORGANIZATION IS TRUE, ACCURATE AND COMPLETE IN ALL RESPECTS. BY SIGNING BELOW, BOTH PARTIES AGREE TO THE TERMS REPRESENTED BY THIS SUPPLEMENT AS IT MAY BE AMENDED OR MODIFIED, IF AGREED TO IN WRITING BY LESSEE. LESSEE AUTHORIZES LESSOR TO CHANGE THE AMOUNT FINANCED AND/OR THE RENT. LESSEE FURTHER AUTHORIZES LESSOR TO INSERT MACHINE SERIAL NUMBERS ON THIS SUPPLEMENT AS THEY BECOME AVAILABLE, WITHOUT FURTHER AUTHORIZATION FROM LESSEE. DELIVERY OF AN EXECUTED COPY OF ANY OF THE DOCUMENTS REFERENCED ABOVE BY FACSIMILE OR OTHER RELIABLE MEANS SHALL BE DEEMED TO BE AS EFFECTIVE FOR ALL PURPOSES AS DELIVERY OF A MANUALLY EXECUTED COPY. LESSEE ACKNOWLEDGES THAT LESSOR MAY MAINTAIN A COPY OF THESE DOCUMENTS IN ELECTRONIC FORM AND AGREES THAT A COPY REPRODUCED FROM SUCH ELECTRONIC FORM OR BY ANY OTHER RELIABLE MEANS (FOR EXAMPLE, PHOTOCOPY, IMAGE OR FACSIMILE) SHALL IN ALL RESPECTS BE CONSIDERED EQUIVALENT TO AN ORIGINAL IF INDICATED HERE, THE FOLLOWING ATTACHMENTS SHALL APPLY TO AND BE INCORPORATED BY REFERENCE:

Accepted by:
IBM Credit LLC

ADS LOGISTICS, LLC
Lessee

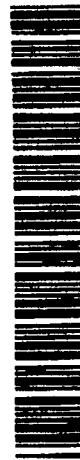
For or as Lessor:

By: _____
Authorized Signature

By: _____
Authorized Signature

Name (Type or Print) _____
Date _____
2125-3319-28 (06/05)

Name (Type or Print) _____
Date _____
State of Organization: DE



Billings Purpose Only

Date Prepared: 06/29/07
Customer No.: 0242648
Customer Address
AREA TRANSPORTATION DIV
9200 CALUMET AVE
MUNSTER , IN 46321-2885

Installed at Location
AREA TRANSPORTATION DIV
9200 CALUMET AVE
MUNSTER , IN 46321-2885

Supplement Number: D00D76295

IBM CSO Location: 1EO
IBM CSO Location Address
IBM CREDIT LLC
4111 NORTHSIDE PKWY,NW
ATLANTA GA 30327-3015
ATTN: ANA LIDIA BORGES (EXT 3167)
Ph: 800-428-3889
Fax: 845-264-6268

Term Lease Master Agreement No.: 0256502
Associated Supplement Nos.:
Summary Supplement No.:
Amendment Nos.:
Addendum Nos.:
Quote Letter No.: D0288794801

Customer Reference:

Line No.	Location/ Lessor Customer No.	Installed State	Leased or Financed Item: Type Model/Feature Description	Plant Order or MES No.	Serial No.	(*) Option	(*) Purchase Option	(*) Term	Unit Purchase Price/ Amount Financed	Rate \$/1000	Rent	Estimated Commencement /Release Date	
002	0242648/ 6369987	IN	3581-L38 BASE EXTENSION		B9659	B+	FM	036	7,889.00	23.93	188.78	07/07	
003	0242648/ 6369987	IN	3581-H17 BASE EXTENSION		30448	B+	FM	036	8,296.00	10.44	86.61	07/07	
004	0242648/ 6369987	IN	5733-SM5 BASE EXTENSION		A4VMQ	S	NA	036	33,010.00	6.63	218.86	07/07	
005	0242648/ 6369987	IN	5733-SU3 BASE EXTENSION		A8TK8	S	NA	036	7,155.00	9.64	68.97	07/07	
006	0242648/ 6369987	IN	5733-SX3 BASE EXTENSION		A8TK9	S	NA	036	5,616.00	9.58	53.80	07/07	
007	0242648/ 6369987	IN	7852-400 BASE EXTENSION		42A3444	B+	FM	036	446.00	1.58	.70	07/07	
008	0242648/ 6369987	IN	9SSR-001 BASE EXTENSION		B322063	S	NA	036	31,405.00	9.60	301.49	07/07	
009	0242648/ 6369987	IN	9SSR-001 BASE EXTENSION		B581787	S	NA	036	22,448.00	21.61	485.10	07/07	
010	0242648/ 6369987	IN	9SSR-001 REMARKETED SERVICESUITE		B686686	S	NA	036	34,120.00	30.49	1,040.32	07/07	
Total Amount Financed (this page)											Total Rent (this page) Taxes May Apply	2,444.63	Payment Period MONTHLY IN ARREARS

RATE VALIDITY DATE: 06/29/07.

Z125-3319-26 (08/05)

Biolog Purpose Only

Date Prepared: 06/29/07
Customer No.: 0242648
Customer Address
AREA TRANSPORTATION DIV
9200 CALUMET AVE
MUNSTER , IN 46321-2885

Installed at Location
AREA TRANSPORTATION DIV
9200 CALUMET AVE
MUNSTER , IN 46321-2885

Supplement Number: D00D76295

IBM CSO Location: 1EO
IBM CSO Location Address
IBM CREDIT LLC
4111 NORTHSIDE PKWY,NW
ATLANTA GA 30327-3015
ATTN: ANA LIDIA BORGES (EXT 3167)
Ph: 800-426-3889
Fax: 845-264-6268

Term Lease Master Agreement No.: 0256502
Associated Supplement Nos.:
Summary Supplement No.:
Amendment No.:
Addendum Nos.:
Quote Letter No.: D0286794801

TERM LEASE SUPPLEMENT CONTINUATION SHEET

Customer Reference:

Line No.	Location/ Lessor	Installed Customer No.	State	Leased or Financed Item: Type Model/Feature Description	Plant Order or MES No.	Serial No.	(*) Option	(*) Purchase Option	(*) Term	Unit Purchase Price/ Amount Financed	Rate \$/1000	Rent	Estimated Commencement /Release Date
011	0242648/	IN	6369987	9406-5205 BASE EXTENSION	BDW448	0034D	B+	FM	036	99,972.00	21.86	2,185.39	07/07
012	0242648/	IN	6369987	9406-5582 FEATURES	BGF689	0034D	B	FM	036	13,149.00	26.66	350.55	07/07
013	0242648/	IN	6369987	9406-510 BASE EXTENSION	M29371	0034D	B+	FM	036	108,854.00	2.17	236.21	07/07
014	0242648/	IN	6369987	9406-2924 BASE EXTENSION	M96485	0034D	B+	FM	036	120,586.00	8.38	1,010.51	07/07
015	0242648/	IN	6369987	9406-2749 BASE EXTENSION	V55429	0034D	B+	FM	036	87,828.00	10.51	923.07	07/07
016	0242648/	IN	6369987	9406-620 BASE EXTENSION	W02925	0034D	B+	FM	036	85,634.00	2.99	256.05	07/07
017	0242648/	IN	6369987	9406-310 BASE EXTENSION	0034D	0034D	L	FM	036	42,559.64	1.00	42.56	07/07
018	0242648/	IN	6369987	9993-002 BASE EXTENSION	A229012	S	NA	NA	036	10,205.00	2.10	21.43	07/07
019	0242648/	IN	6369987	9994-002 VENDOR SOURCED NON-IBM SOFTW	B686687	T	NA	NA	036	50,400.00	31.38	1,581.55	07/07
										Total Amount Financed (this page)		Total Rent (this page) Taxes May Apply	Payment Period
										619,187.64		6,607.32	MONTHLY IN ARREARS

RATE VALIDITY DATE: 06/29/07.

Z125-3319-26 (08/05)

Bidding Purpose Only

TERM LEASE SUPPLEMENT

Date Prepared: 08/29/07
Customer No.: 0242648
Customer Address
AREA TRANSPORTATION DIV
9200 CALUMET AVE
MUNSTER , IN 46321-2865

Installed at Location
AREA TRANSPORTATION DIV
9200 CALUMET AVE
MUNSTER , IN 46321-2865

Supplement Number: D00D76295

IBM CSO Location: 1EO
IBM CSO Location Address
4111 NORTHSIDE PKWY,NW
ATLANTA GA 30327-3015
ATTN: ANA LIDIA BORGES (EXT 3167)
Ph: 800-426-3889
Fax: 845-264-8288

Term Lease Master Agreement No.: 0258502
Associated Supplement Nos.:
Summary Supplement No.:
Amendment Nos.:
Addendum Nos.:
Quote Letter No.: D0288794801

Customer Reference:

Location/ Installed
Line Lessor Type Model/Feature
No. Customer No. State Description

020 0242648/ IN 9995-003
6369987 BASE EXTENSION

Plant Order
or
MES No. Serial No.

A229013 S NA 036

Unit Purchase
Price/
Amount Financed

17,069.00

Rate
\$/1000

2.10

Rent

35.84

Estimated
Commencement
/Release Date

07/07

Total Amount Financed (this page)	17,069.00	Total Rent (this page) Taxes May Apply	35.84	Payment Period	MONTHLY IN ARREARS
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RATE VALIDITY DATE: 08/29/07.

Z125-3319-28 (08/05)

Biolog Purpose Only **TERM LEASE SUPPLEMENT** CONTINUATION SHEET

Date Prepared: 06/29/07
Customer No.: 0242648
Customer Address
AREA TRANSPORTATION DIV
735 GEORGE NELSON DR
PORTAGE IN 46368-1275

Installed at Location
AREA TRANSPORTATION DIV
735 GEORGE NELSON DR
PORTAGE IN 46368-1275

Supplement Number: D00D76295

IBM CSO Location: 1EO
IBM CSO Location Address
4111 NORTHSIDE PKWY, NW
ATLANTA GA 30327-3015
ATTN: ANA LIDIA BORGES (EXT 3167)
Ph: 800-426-3889
Fax: 845-264-8268

Term Lease Master Agreement No.: 0256502
Associated Supplement Nos.:
Summary Supplement No.:
Amendment Nos.:
Addendum Nos.:
Quote Letter No.: D0288794801

Customer Reference:

Line No.	Location/ Lessor No.	Installed State	Leased or Financed Item: Type Model/Feature Description	Plant Order or MES No.	Serial No.	(*) Option	(*) Purchase Option	(*) Term	Unit Purchase Price/ Amount Financed	Rate \$/1000	Rent	Estimated Commencement /Release Date
021	0502492/ 6369987	IN	3581-L28 BASE EXTENSION		B2882	B+	FM	036	6,178.00	18.51	114.35	07/07
022	0502492/ 6369987	IN	98PP-004 BASE EXTENSION		B522143	T	NA	036	629.00	15.45	9.72	07/07
023	0502492/ 6369987	IN	9SSR-001 BASE EXTENSION		B522144	S	NA	036	30,106.00	15.30	460.62	07/07
024	0502492/ 6369987	IN	9406-5208 BASE EXTENSION	BCN318	4M83M	B+	FM	036	119,069.00	17.33	2,063.47	07/07
025	0502492/ 6369987	IN	9406-0165 BASE EXTENSION	BCQ372	4M83M	B+	FM	036	2,272.00	16.49	37.47	07/07
026	0502492/ 6369987	IN	9406-520 BASE EXTENSION	BGF688	4M83M	B	FM	036	47,985.00	26.66	1,279.28	07/07
027	0502492/ 6369987	IN	9406-0829 BASE EXTENSION	M97127	4M83M	B+	FM	036	154,040.00	1.43	220.28	07/07
028	0502492/ 6369987	IN	9406-720 BASE EXTENSION	4M83M	B+	FM	FM	036	70,757.00	.76	53.78	07/07
029	0502492/ 6369987	IN	9994-004 BASE EXTENSION	B522145	T	NA	NA	036	1,875.00	15.55	29.16	07/07
Total Amount Financed (this page)											Total Rent (this page) Taxes May Apply	Payment Period
432,911.00											4,268.13	MONTHLY IN ARREARS

RATE VALIDITY DATE: 06/29/07.

21/25-3319-28 (06/05)

TERM LEASE SUPPLEMENT - Additional Terms and Conditions

Supp. No.: D00D76295

OPTION CODES.

- B Lease with fair market value end-of-lease options and Lessor is owner for tax purposes
- B+ Lease with fair market value end-of-lease options
- B' Lease with predated end-of-lease options and Lessor assumes Lessee is owner for tax purposes
- B8 Lease with \$1.00 end-of-lease purchase option and Lessor assumes Lessee is owner for tax purposes
- G Lease with fair market value end-of-lease options for tax exempt Lessees
- G' Lease with \$1.00 end-of-lease purchase option for tax exempt Lessees

IBM Credit LLC makes no representation whatsoever regarding Lessee's accounting treatment related to any transaction under the Agreement or this Supplement.

TERM.

Number: Indicates number of months of the Lease Term.
CO: Contemporaneous Lease. Term of Equipment and associated item of Equipment expire simultaneously.

PURCHASE OPTIONS (END-OF-LEASE ONLY).

FM: Fair market sales value at end-of-lease
CL: Contact IBM Credit for purchase price
NA: Not Applicable
\$1: Purchase price is one dollar (\$1.00)

Number: Prestated purchase price. Purchase price will be the Unit Purchase Price times this %.

INTEREST RATES. The interest rate, if stated, is the annual percentage rate ("APR") which shall not exceed the lesser of the APR set forth on the front of this Supplement or the highest rate from time to time permitted by applicable law.

RATE PROTECTION. The Rates stated on the Supplement are not subject to change if the Supplement is signed and returned to Lessor by the rate validity date indicated on the face of the Supplement and Equipment is either (i) supplied by IBM and installed by the last day of the month of the Estimated Commencement Date or (ii) not supplied by IBM, and a certificate of acceptance ("COA") is signed by Lessee with a Rent Commencement Date on or prior to the last day of the month of the Estimated Commencement Date stated on the Supplement and such COA is accepted by Lessor.

RENT COMMENCEMENT DATE. Notwithstanding anything to the contrary in the Agreement, the Rent Commencement Date for (i) personal computing equipment, including personal computer-based servers, shall be the date supplied by Lessor on the COA or (ii) for Equipment supplied by Lessor, shall be the earlier of the date of installation or seven (7) days after the Release Date or as specified in the Supplement.

BASE EXTENSIONS. For Equipment and/or Financial Items described as "Base Extension", this Supplement amends and restates the terms of the Lease and/or Financing Transaction for such Equipment and/or Financial Items and incorporates the terms of the Agreement referenced on this Supplement.

SUPPLEMENT OPTIONS. When indicated on the face of the Supplement, the following terms and conditions shall apply to transactions indicated in this Supplement.

* INTERIM RENT. The Payment Commencement Date shall be the first day of the first full Payment Period following the date that would otherwise constitute the "Rent Commencement Date" under Paragraph 13 of the Agreement and Lessee will pay Interim Rent from such date to the Payment Commencement Date. Such Interim Rent shall be prorated based on the number of days in Payment Period.

* PAYMENT IN ADVANCE. Rent will be due on the first day of each Payment Period and (except for the Invoice for the first Payment Period) will be invoiced one month before its due date. The Invoice for any initial partial Payment Period and the first full Payment Period will be issued on the first day of the first full Payment Period following the date of installation.

* PAYMENT IN ARREARS. Rent will be invoiced in advance as of the first day of each Payment Period and will be due on the day following the last day of the Payment Period.

* SECURITY DEPOSIT. As a condition to Lessee entering into the transactions indicated in the Supplement, Lessee has granted to Lessor a security interest in cash held by Lessor as a security deposit in the amount indicated on the face of this Supplement, to secure Lessee's payment obligations under the Agreement. Lessor may apply any portion of the security deposit against any payment default and shall hold the security deposit until Lessee's obligations under the Agreement are satisfied in full.

TAX EXEMPT REQUIREMENTS (For Options G, S' and T). Lessee represents that Lessee qualifies as a State or political subdivision of a State for purposes of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"). Any misrepresentation of Lessee's status under Section 103(a) is an event of default under the Agreement. Lessee shall comply with all information reporting requirements of Code Section 149(e) and Treasury Regulations thereunder. Lessee shall file the appropriate Internal Revenue Service (IRS) Form 8039-G or 8039-GC. Lessor shall pay Lessor, on demand, a sum to be determined by Lessor, that will return to Lessor the economic results Lessee would otherwise have received if: (i) Lessee does not file the above IRS form on a timely basis; or (ii) IRS rules Lessee does not qualify under Section 103(a) of the Code.

AUTHORITY TO FILE FINANCING STATEMENTS. Lessee hereby authorizes Lessor to file Uniform Commercial Code (UCC) financing statements relating to the Collateral, as defined below. Lessee hereby grants to Lessor

a first priority security interest in the Equipment together with all related software (embedded therein or otherwise), all Financial Items, and all additions, attachments, accessories, accessions and upgrades thereto and any and all substitutions, replacements or exchanges for any such item of Equipment or software and any and all proceeds of any of the foregoing, including, without limitations, payments under insurance or any indemnity or warranty relating to loss or damage to such Equipment and Financial Items ("Collateral").

TRANSFER OF OBLIGATIONS. Lessee agrees that any transaction initiated under this Agreement shall be binding upon Lessee's successor and permitted assigns.

ADDITIONAL DEFAULTS AND REMEDIES. If Lessee is in default, Lessee agrees to surrender to Lessor for return to Lessor or owner all licensed program materials financed hereunder and to destroy any and all copies thereof, if under applicable law, Lessor is required to comply with standards of commercial reasonableness applicable to secured financings in disposing of the Equipment. Lessee agrees that 10 days prior written notice shall constitute adequate notice of disposition, and any disposition of the Equipment will be conveyed on an "AS IS" basis and Lessor may disclaim any and all warranties.

FINANCIAL STATEMENTS. Upon request, if not publicly available, Lessee agrees to provide to Lessor audited financial statements or unaudited financial statements with Lessor's approval in such case in form satisfactory to Lessor.

ALTERATIONS; MODIFICATIONS; PARTS. Lessee agrees to (i) allow installation of any changes, additions, and/or capacity monitoring hardware or software on Equipment, as required by manufacturer, or permit manufacturer to monitor Equipment capacity; and (ii) comply with any other terms between Lessee and Equipment manufacturer, including, but not limited to, those that relate to Equipment capacity.

RETURN OF EQUIPMENT. Unless otherwise agreed to in writing by the parties and prior to return to Lessor of each item of Equipment, Lessee is responsible for removing all information and data, including, but not limited to, programs not licensed to a specific item of Equipment. Lessor has no obligations to remove Lessee's or any other party's information from an item of Equipment.

LESSEE REPRESENTATIONS. Lessee represents that: (i) any information Lessee may provide to Lessor related to the acquisition price of Equipment and/or Financial Items is the true and accurate price charged by and to be paid to Lessee's Supplier for such Equipment and/or Financial Items; and (ii) Lessee will use any funds received from Lessor for acquisition of Equipment and/or Financial Items for the sole purpose of acquiring such Equipment and/or Financial Items.

LEASE AGREEMENT AMENDMENT. The following terms and conditions only apply to Term Lease Master Agreements signed prior to January 1987.

TERM. The initial Term of the Lease or Financing Transaction shall begin on the Rent Commencement Date and shall expire at the end of the number of months under "Term" in the Supplement.

OPTIONAL EXTENSION. For purposes of the Optional Extension paragraph, the Rent shall be calculated as the sum of the Lease payments over the initial Term divided by the initial Term of the Lease, but for Options B, B+ or L not less than fair market rental value.

FINANCED ITEMS. Software, program licenses, maintenance, services and other one-time charges Financed under this Supplement constitute "Financed Items" and the terms (i) of this Supplement, (ii) any applicable attachments, and (iii) the Agreement, each as may be amended by addenda, constitute the "Financing Transaction" for such Financed Items. The parties agree that all references to "Lease" in paragraphs 37 and 38 shall mean "Lease and/or Financing Transaction".

TERMS FOR USED EQUIPMENT. This Equipment is provided without any warranty by Lessor, in accordance with Paragraph 8. It is subject to prior disposition at any time prior to Lessor's signature on the Supplement. Rent Commencement Date will be the earlier of installation or 7 days after Release Date or as noted on the face of this Supplement. Lessee payment of 3 months Rent as liquidated damages is required if Lessee cancels its commitment to lease after Lessor's Supplement acceptance but before the Equipment is delivered and accepted by Lessee. Lease expiration notice shall be as soon as practicable if the Term is 3 months or less. If Equipment is unmodified, manufactured and assembled by or for IBM and IBM installs and maintains the Equipment, Lessee may exercise the Lessor's quality satisfaction guarantee within 90 days of the Release Date. At Lessor's option, the Equipment will either be replaced with equivalent Equipment or returned to Lessor and the Lease terminated with any payments made to Lessor refunded.

TERMS FOR NON-IBM EQUIPMENT AND FOR EQUIPMENT NOT SOURCED FROM IBM. Notwithstanding anything to the contrary in the Agreement, for purpose of this Supplement, "Lessee's Supplier" shall be the party with whom Lessee has contracted to purchase Equipment, license program materials or acquire services leased or financed herein. Except for paragraphs 41 and 43, all references in the Agreement to "IBM" shall mean "Lessee's Supplier". Any occurrences of "or Effective Date for Additional License" in the Agreement are deleted. Any reference to "Estimated Shipment Date" shall mean "Estimated Commencement Date". Except for personal computing equipment, including personal computer-based servers, the Rent Commencement Date shall be the date Lessee designates on a COA. Any terms and conditions applicable to Option B shall also apply to Options B+ and L. Lessee shall return the Equipment in good condition and working order, wear and tear excepted and qualified for the manufacturer's approved maintenance service. Should Lessee elect to alter or modify the Equipment, any Lessor-owned Parts that Lessee removes shall remain Lessor's property and Lessee is not permitted to make such Parts available for sale, transfer, exchange or other disposition without Lessor's prior written consent. If Lessor consents to a disposition of the removed Parts, the restoration must be with parts Lessor owns or supplies, or those supplied by a source approved by Lessor. For the purposes of the Agreement, a "Part" is any component or element of the Equipment.

TERM LEASE SUPPLEMENT

Date Prepared: 09/05/07
Customer No.: 0502492
Customer Address
AREA TRANSPORTATION DIV
735 GEORGE NELSON DR
PORTAGE IN 46368-1275

Installed at Location
AREA TRANSPORTATION DIV
735 GEORGE NELSON DR
PORTAGE IN 46368-1275

Supplement Number: D00D95666
IBM CSO Location: 1EO
IBM CSO Location Address
IBM CREDIT LLC
4111 NORTHSIDE PKWY
ATLANTA, GA 30327-3098
ATTN: ANA LIDIA BORGES (EXT. 3167)
Ph: 800-426-3889
Fax: 845-264-6268

Term Lease Master Agreement No.: 0256502
Associated Supplement Nos.:
Summary Supplement No.:
Addendum Nos.:
Quota Letter No.: Q02921498-01
Q029069304

Customer Reference:

Location/ Lessor
Line No. Customer No. State
001 0502492/ IN 95SR-001
6369987
REMARKETED SERVICESUITE

Plant Order
or
MES No.
B710694 S NA 31

Serial
No.
B710694 S NA 31

Unit Purchase
Price/
Amount Financed
5,114.40

Rate
\$/1000
35.59

Rent
182.00

Estimated
Commencement
/Release Date
11/07

Supplier Name
ARROW ELECTRONICS INC
Supplier Customer No.
8680922

(*) Security Deposit

Total Amount
Financed
(this page)
5,114.40

(*) Interim
Rent
Applies
NO

Total Rent
(this page)
Taxes May Apply
182.00

Payment Period
MONTHLY IN ARREARS
Payment Commencement Date

(*) See page 2 for explanations, definitions and additional terms.

RATE VALIDITY DATE: 10/05/07.

THE TERM LEASE MASTER AGREEMENT (THE "AGREEMENT"), REFERENCED ABOVE, IS HEREBY INCORPORATED BY REFERENCE AND LESSEE HEREUNDER SHALL BE BOUND TO THE TERMS AND CONDITIONS OF THE AGREEMENT AS LESSEE. THE AGREEMENT, THIS SUPPLEMENT AND ANY APPLICABLE ATTACHMENTS OR ADDENDA ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREIN. THESE DOCUMENTS SUPERSEDE ANY PRIOR ORAL OR WRITTEN COMMUNICATIONS BETWEEN THE PARTIES. BY SIGNING BELOW, LESSEE REPRESENTS AND WARRANTS THAT LESSEE'S NAME AS SET FORTH IN THE SIGNATURE BLOCK BELOW IS LESSEE'S EXACT LEGAL NAME, AND THE INFORMATION IDENTIFYING LESSEE'S STATE OF ORGANIZATION IS TRUE, ACCURATE AND COMPLETE IN ALL RESPECTS. BY SIGNING BELOW, BOTH PARTIES AGREE TO THE TERMS REPRESENTED BY THIS SUPPLEMENT AS IT MAY BE AMENDED OR MODIFIED. IF AGREED TO IN WRITING BY LESSEE, LESSEE AUTHORIZES LESSOR TO CHANGE THE AMOUNT FINANCED AND/OR THE RENT. LESSEE FURTHER AUTHORIZES LESSOR TO INSERT MACHINE SERIAL NUMBERS ON THIS SUPPLEMENT AS THEY BECOME AVAILABLE, WITHOUT FURTHER AUTHORIZATION FROM LESSEE. DELIVERY OF A MANUALLY EXECUTED COPY OF ANY OF THE DOCUMENTS REFERENCED ABOVE BY FACSIMILE OR OTHER RELIABLE MEANS SHALL BE DEEMED TO BE AS EFFECTIVE FOR ALL PURPOSES AS DELIVERY OF A MANUALLY EXECUTED COPY. LESSEE ACKNOWLEDGES THAT LESSOR MAY MAINTAIN A COPY OF THESE DOCUMENTS IN ELECTRONIC FORM AND AGREES THAT A COPY REPRODUCED FROM SUCH ELECTRONIC FORM OR BY ANY OTHER RELIABLE MEANS (FOR EXAMPLE, PHOTOCOPY, IMAGE OR FACSIMILE) SHALL IN ALL RESPECTS BE CONSIDERED EQUIVALENT TO AN ORIGINAL. IF INDICATED HERE, THE FOLLOWING ATTACHMENTS SHALL APPLY TO AND BE INCORPORATED BY REFERENCE.

Accepted by:
IBM Credit LLC

ADS LOGISTICS, LLC

For *Marcia A Easton*
By: *Marcia A Easton*
Authorized Signature
Name (Type or Print) *Marcia A Easton*
Date *11/27/07*

ADS LOGISTICS, LLC
By: *Ronald M. Cohen*
Authorized Signature
Name (Type or Print) *Ronald M. Cohen*
Date *11/27/07*

Signed: *02/04/08* *dur*
accepted as of *11/27/07*

State of Organization: DE



OPTION CODES.

- B Lease with fair market value end-of-lease options and Lessor is owner for tax purposes
- B+ Lease with fair market value end-of-lease options
- B- Lease with predated end-of-lease options and Lessor assumes Lessee is owner for tax purposes
- B\$ Lease with \$1.00 end-of-lease purchase option and Lessor assumes Lessee is owner for tax purposes
- G Lease with fair market value end-of-lease options for tax exempt Lessees
- G- Lease with \$1.00 end-of-lease purchase option for tax exempt Lessees

IBM Credit LLC makes no representation whatsoever regarding Lessee's accounting treatment related to any transaction under the Agreement of this Supplement.

TERM.

Number: Indicates number of months of the Lease Term.

CO: Contemporaneous Lease. Term of Equipment and associated item of Equipment expires simultaneously.

PURCHASE OPTIONS (END-OF-LEASE ONLY).

FM: Fair market sales value at end-of-lease

CL: Contact IBM Credit for purchase price

Number: Prestated purchase price. Purchase price will be the Unit Purchase Price times this %.

INTEREST RATES. The interest rate, if stated, is the annual percentage rate ("APR") which shall not exceed the lesser of the APR set forth on the front of this Supplement or the highest rate from time to time permitted by applicable law.

RATE PROTECTION. The Rates stated on the Supplement are not subject to change if the Supplement is signed and returned to Lessor by the rate validity date indicated on the face of the Supplement and Equipment is either (i) supplied by IBM and installed by the last day of the month of the Estimated Commencement Date or (ii) not supplied by IBM, and a certificate of acceptance ("COA") is signed by Lessee with a Rent Commencement Date on or prior to the last day of the month of the Estimated Commencement Date stated on the Supplement and such COA is accepted by Lessor.

RENT COMMENCEMENT DATE. Notwithstanding anything to the contrary in the Agreement, the Rent Commencement Date for (i) personal computer equipment, including personal computer-based servers, shall be the date supplied by Lessor on the COA or (ii) for Equipment supplied by Lessor, shall be the earlier of the date of installation or seven (7) days after the Release Date or as specified in the Supplement.

BASE EXTENSIONS. For Equipment and/or Financial Items described as "Base Extension", this Supplement amends and restates the terms of the Lease and/or Financing Transaction for such Equipment and/or Financial Items and incorporates the terms of the Agreement referenced on this Supplement.

SUPPLEMENT OPTIONS. When indicated on the face of the Supplement, the following terms and conditions shall apply to transactions indicated in this Supplement.

* INTERIM RENT. The Payment Commencement Date shall be the first day of the first full Payment Period following the date that would otherwise constitute the "Rent Commencement Date" under Paragraph 13 of the Agreement and Lessee will pay Interim Rent from such date to the Payment Commencement Date. Such Interim Rent shall be prorated based on the number of days in Payment Period.

* PAYMENT IN ADVANCE. Rent will be due on the first day of each Payment Period and (except for the first Payment Period) will be invoiced one month before its due date. The invoice for any initial partial Payment Period and the first full Payment Period will be issued on the first day of the first full Payment Period following the date of installation.

* PAYMENT IN ARREARS. Rent will be invoiced in advance as of the first day of each Payment Period and will be due on the day following the last day of the Payment Period.

* SECURITY DEPOSIT. As a condition to Lessee entering into the transactions indicated in the Supplement, Lessee has granted to Lessor a security interest in cash held by Lessor as a security deposit in the amount indicated on the face of this Supplement, to secure Lessee's payment obligations under the Agreement. Lessor may apply any portion of the security deposit against any payment default and shall hold the security deposit until Lessee's obligations under the Agreement are satisfied in full.

TAX EXEMPT REQUIREMENTS (For Options G, S, and T). Lessee represents that Lessee qualifies as a State or political subdivision of a State for purposes of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"). Any misrepresentation of Lessee's status under Section 103(a) is an event of default under the Agreement. Lessee shall comply with all information reporting requirements of Code Section 148(e) and Treasury Regulations thereunder. Lessee shall file the appropriate Internal Revenue Service (IRS) Form 8039-G or 8039-GC. Lessee shall pay Lessor, on demand, a sum to be determined by Lessor, that will return to Lessor the economic results Lessor would otherwise have received if: (i) Lessee does not file the above IRS form on a timely basis; or (ii) IRS rules determine that Lessee does not qualify under Section 103(a) of the Code.

AUTHORITY TO FILE FINANCING STATEMENTS. Lessee hereby authorizes Lessor to file Uniform Commercial Code (UCC) financing statements relating to the Collateral. Lessee hereby grants to Lessor

a first priority security interest in the Equipment together with all related software (embedded therein or otherwise), all Financial Items, and all additions, attachments, accessories, accessories and upgrades thereto and any and all sub-situations, replacements or exchanges for any such item of Equipment or software and any and all proceeds of any of the foregoing, including, without limitation, payments under insurance or any indemnity or warranty relating to loss or damage to such Equipment and Financial Items ("Collateral").

TRANSFER OF OBLIGATIONS. Lessee agrees that any transaction initiated under this Agreement shall be binding upon Lessee's successor and permitted assigns.

ADDITIONAL DEFAULTS AND REMEDIES. If Lessee is in default, Lessee agrees to surrender to Lessor for return to Lessor or owner all licensed program materials financed hereunder and to destroy any and all copies thereof, if under applicable law, Lessor is required to comply with standards of commercial reasonableness applicable to so-called "breach of contract" damages. Lessee agrees that 10 days prior written notice shall constitute adequate notice of disposition, and any disposition of the Equipment will be conveyed on an "AS IS" basis and Lessor may disclaim any and all warranties.

FINANCIAL STATEMENTS. Upon request, if not publicly available, Lessee agrees to provide to Lessor audited financial statements or unaudited financial statements with Lessor's approval in such case in form satisfactory to Lessor.

ALTERATIONS; MODIFICATIONS; PARTS. Lessee agrees to (i) allow installation of any changes, additions, and/or capacity monitoring hardware or software on Equipment, as required by manufacturer, or permit manufacturer to monitor Equipment capacity; and (ii) comply with any other terms between Lessee and Equipment manufacturer, including, but not limited to, those that relate to Equipment capacity.

RETURN OF EQUIPMENT. Unless otherwise agreed to in writing by the parties and prior to return to Lessor of each item of Equipment, Lessee is responsible for removing all information and data, including, but not limited to, party's information from an item of Equipment. Lessor has no obligations to remove Lessee's or any other programs not licensed to a specific item of Equipment.

LESSEE REPRESENTATIONS. Lessee represents that: (i) any information Lessee may provide to Lessor related to the acquisition price of Equipment and/or Financial Items is the true and accurate price charged by and to be paid to Lessee's Supplier for such Equipment and/or Financial Items; and (ii) Lessee will use any funds received from Lessor for acquisition of Equipment and/or Financial Items for the sole purpose of acquiring such Equipment and/or Financial Items.

LEASE AGREEMENT AMENDMENT. The following terms and conditions only apply to Term Lease Master Agreements signed prior to January 1997.

TERM. The initial Term of the Lease or Financing Transaction shall begin on the Rent Commencement Date and shall expire at the end of the number of months under "Term" in the Supplement.

OPTIONAL EXTENSION. For purposes of the Optional Extension paragraph, the Rent shall be calculated as the sum of the Lease payments over the initial Term divided by the initial Term of the Lease, but for Options B, B+ or L not less than fair market rental value.

FINANCED ITEMS. Software, program licenses, maintenance, services and other one-time charges Financed under this Supplement constitute "Financed Items" and the terms (i) of this Supplement, (ii) any applicable attachments, and (iii) the Agreement, each as may be amended by addenda, constitute the "Financing Transaction" for such Financed Items. The parties agree that all references to "Lease" in paragraphs 37 and 38 shall mean "Lease and/or Financing Transaction".

TERMS FOR USED EQUIPMENT. This Equipment is provided without any warranty by Lessor, in accordance with Paragraph 9. It is subject to prior disposition at any time prior to Lessor's signature on the Supplement. Rent Commencement Date will be the earlier of installation or 7 days after Release Date or as noted on the face of this Supplement. Lessee payment of 3 months Rent as liquidated damages is required if Lessee cancels its commitment to lease after Lessor's Supplement acceptance but before the Equipment is delivered and accepted by Lessee. Lessee expiration notice shall be as soon as practicable if the Term is 3 months or less. If Equipment is unmodified, manufactured and assembled by or for IBM and IBM installs and maintains the Equipment, Lessee may exercise the Lessor's quality satisfaction guarantee within 90 days of the Release Date. At Lessor's option, the Equipment will either be replaced with equivalent Equipment or returned to Lessor and the Lease terminated with any payments made to Lessor refunded.

TERMS FOR NON-IBM EQUIPMENT AND FOR EQUIPMENT NOT SOURCED FROM IBM. Notwithstanding anything to the contrary in the Agreement, for purpose of this Supplement, "Lessee's Supplier" shall be the party with whom Lessee has contracted to purchase Equipment, license program materials or acquire services leased or financed herein. Except for paragraphs 41 and 43, all references in the Agreement to "IBM" shall mean "Lessee's Supplier". Any occurrences of "or Effective Date for Additional Lease" in the Agreement are deleted. Any reference to "Estimated Shipment Date" shall mean "Estimated Commencement Date". Except for personal computing equipment, including personal computer-based servers, the Rent Commencement Date shall be the date Lessee designates on a COA. Any terms and conditions applicable to Option B shall also apply to Options B+ and L. Lessee shall return the Equipment in good condition and working order, wear and tear excepted and qualified for the manufacturer's approved maintenance service. Should Lessee elect to alter or modify the Equipment, any Lessor-owned Parts that Lessee removes shall remain Lessor's property and Lessee is not permitted to make such Parts available for sale, transfer, exchange or other disposition without Lessor's prior written consent. If Lessor consents to a disposition of the removed Parts, the restoration must be with parts Lessor owns or supplies, or those supplied by a source approved by Lessor. For the purposes of the Agreement, a "Part" is any component or element of the Equipment.

Certificate of Acceptance

Customer Number: 0502492
Name and Address
AREA TRANSPORTATION DIV
735 GEORGE NELSON DR
PORTAGE, IN 46368-1275

IBM Office Address
4111 NORTHSIDE PKWY
ATLANTAOK TER, GA 30327-3000
Agreement Number: 0256502
Supplement No: D00D95666
Summary Supplement No:

Email:
Tel No.:
Fax No.:
Attn:
Customer Reference:

Email: ANALIDIA@BR.IBM.COM
Tel No: 800-426-3889
Fax No: 845-264-6268
Attn: ANA LIDIA BORGES (EXT.3167)

Location Customer	Accepted Item Type Model	Plant Order or MES No.	Contract Serial No. Description	Manufacturer's Serial No. (if applicable)
0502492	9SSR 001		B710694 REMARKETED SERVICESUITE	

The undersigned ("Customer") is a customer under the agreement referenced above ("Agreement") with either IBM Credit LLC or International Business Machines Corporation (in either case, "Us" or "We"). Customer represents and certifies that Customer has accepted the items listed above or itemized on an attachment ("Accepted Item(s)") to this Certificate of Acceptance ("COA") on the date indicated below. Customer authorizes us to pay Customer's supplier for the Accepted Item(s). Amounts due under the Agreement shall commence upon the date Customer indicates below unless we have otherwise noted on the Supplement.

In order for this COA to be effective, we must be provided with the serial numbers if applicable for each Accepted Item. Customer authorizes us to complete or update any item identification information on the referenced Agreement or Supplement to the Agreement for any accepted item without Customer's further action or consent.

Delivery of an executed copy of this COA by facsimile, email or any other reliable means shall be deemed to be as effective for all purposes as delivery of a manually executed copy. Customer understands that we may maintain a copy of this COA in electronic form and agrees that a copy produced from such electronic form or by any other reliable means (for example, photocopy, image or facsimile) shall in all respects be considered equivalent to an original. By signing below, Customer represents and warrants that Customer's name as set forth in the signature block below is Customer's exact legal name and the information identifying Customer's state of organization is true, accurate and complete in all respects.

Accepted by: ADS LOGISTICS, LLC

By:


Authorized Signature
Ronald M. Cohen
Name (Type or Print)

Date Customer accepts item(s) listed above. Must be filled in by Customer.

Date: 11/22/07, (MM/DD/YYYY)

State of Organization: DE

PLEASE RETURN TO IBM OFFICE ADDRESS, FAX NUMBER OR EMAIL ADDRESS LISTED ABOVE
WITHIN 10 DAYS OF RECEIPT

TERM LEASE SUPPLEMENT

Date Prepared: 11/26/07

Customer No.: 0502492

Customer Address
AREA TRANSPORTATION DIV
735 GEORGE NELSON DR
PORTAGE , IN 46368-1275

Installed at Location
AREA TRANSPORTATION DIV
735 GEORGE NELSON DR
PORTAGE , IN 46368-1275

Supplement Number: D00D95666

IBM CSO Location: 1EO

IBM CSO Location Address

IBM CREDIT LLC

4111 NORTHSIDE PKWY

ATLANTA, GA 30327-3098

ATTN: ANA LIDIA BORGES (EXT.3167)

Ph: 800-426-3889

Fax:

Term Lease Master Agreement No.: 0256502

Associated Supplement Nos.:

Summary Supplement No.:

Amendment Nos.:

Addendum Nos.:

Quote Letter No.: Q0292149801

Customer Reference:

Location/Leased or Financed Item:
Line Lessor Installed Type Model/Feature Description

001 0502492/ IN 9SSR-001 REMARKETED SERVICESUITE
6369987

Line No.	Lessor	Installed State	Plant Order or MES No.	Serial No.	(*) Purchase Option	(*) Term	Unit Purchase Price/Amount Financed	Rate \$/1000	Rent	Estimated Commencement /Release Date
				B710694	S	NA	5,114.40	35.59	182.00	11/07
							Total Amount Financed (this page)	(*) Interim Rent Applies	Total Rent (this page) Taxes May Apply	Payment Period MONTHLY IN ARREARS
							5,114.40	NO	182.00	Payment Commencement Date
							Total Amount Financed (all pages)		Total Rent (all pages) Taxes May Apply	
							5,114.40		182.00	

Supplier Name Supplier Customer No.

ARROW ELECTRONICS INC 8660922

(*) See page 2 for explanations, definitions and additional terms.

RATE VALIDITY DATE: 11/21/07.

THE TERM LEASE MASTER AGREEMENT (THE "AGREEMENT") REFERENCED ABOVE, IS HEREBY INCORPORATED BY REFERENCE AND LESSEE HEREOF SHALL BE BOUND TO THE TERMS AND CONDITIONS OF THE AGREEMENT AS LESSEE. THE AGREEMENT, THIS SUPPLEMENT AND ANY APPLICABLE ATTACHMENTS OR ADDENDA ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREIN. THESE DOCUMENTS SUPERSEDE ANY PRIOR ORAL OR WRITTEN COMMUNICATIONS BETWEEN THE PARTIES. BY SIGNING BELOW, LESSEE REPRESENTS AND WARRANTS THAT LESSEE'S NAME AS SET FORTH IN THE SIGNATURE BLOCK BELOW IS LESSEE'S EXACT LEGAL NAME, AND THE INFORMATION IDENTIFYING LESSEE'S STATE OF ORGANIZATION IS TRUE, ACCURATE AND COMPLETE IN ALL RESPECTS. BY SIGNING BELOW, BOTH PARTIES AGREE TO THE TERMS REPRESENTED BY THIS SUPPLEMENT AS IT MAY BE AMENDED OR MODIFIED. IF AGREED TO IN WRITING BY LESSEE, LESSEE AUTHORIZES LESSOR TO CHANGE THE AMOUNT FINANCED AND/OR THE RENT. LESSEE FURTHER AUTHORIZES LESSOR TO INSERT MACHINE SERIAL NUMBERS ON THIS SUPPLEMENT AS THEY BECOME AVAILABLE, WITHOUT FURTHER AUTHORIZATION FROM LESSEE. DELIVERY OF AN EXECUTED COPY OF ANY OF THE DOCUMENTS REFERENCED ABOVE BY FACSIMILE OR OTHER RELIABLE MEANS SHALL BE DEEMED TO BE AS EFFECTIVE FOR ALL PURPOSES AS REPRODUCED FROM SUCH ELECTRONIC FORM OR BY ANY OTHER RELIABLE MEANS (FOR EXAMPLE, PHOTOCOPY, IMAGE OR FACSIMILE) SHALL IN ALL RESPECTS BE CONSIDERED EQUIVALENT TO AN ORIGINAL. IF INDICATED HERE, THE FOLLOWING ATTACHMENTS SHALL APPLY TO AND BE INCORPORATED BY REFERENCE:

Accepted by:

IBM Credit LLC

ADS LOGISTICS, LLC

Lessee

For or as Lessor:

By: Authorized Signature

By: Authorized Signature

Name (Type or Print) Date

Name (Type or Print) Date

2/25-3319-26 (08/05)

State of Organization: DE



TERM LEASE SUPPLEMENT - Additional Terms and Conditions

OPTION CODES.

- B Lease with fair market value end-of-lease options and Lessor is owner for tax purposes
- B+ Lease with fair market value end-of-lease options
- B' Lease with predated end-of-lease options and Lessor assumes Lessee is owner for tax purposes
- BS Lease with \$1.00 end-of-lease purchase option and Lessor assumes Lessee is owner for tax purposes
- G Lease with fair market value end-of-lease options for tax exempt Lessees
- G' Lease with \$1.00 end-of-lease purchase option for tax exempt Lessees

IBM Credit LLC makes no representation whatsoever regarding Lessee's accounting treatment related to any transaction under the Agreement or this Supplement.

TERM.

Number: Indicates number of months of the Lease Term.

CO: Coterminal Lease. Term of Equipment and associated item of Equipment expire simultaneously.

PURCHASE OPTIONS (END-OF-LEASE ONLY).

FM: Fair market sales value at end-of-lease

CL: Contact IBM Credit for purchase price

Number: Prestated purchase price. Purchase price will be the Unit Purchase Price times this %.

INTEREST RATES. The Interest Rate, if stated, is the annual percentage rate ("APR") which shall not exceed the lesser of the APR set forth on the front of this Supplement or the highest rate from time to time permitted by applicable law.

RATE PROTECTION. The Rates stated on the Supplement are not subject to change if the Supplement is signed and returned to Lessor by the rate validity date indicated on the face of the Supplement and Equipment is either (i) supplied by IBM and installed by the last day of the month of the Estimated Commencement Date or (ii) not supplied by IBM, and a certificate of acceptance ("COA") is signed by Lessee with a Rent Commencement Date on or prior to the last day of the month of the Estimated Commencement Date stated on the Supplement and such COA is accepted by Lessor.

RENT COMMENCEMENT DATE. Notwithstanding anything to the contrary in the Agreement, the Rent Commencement Date for (i) personal computing equipment, including personal computer-based servers, shall be the date supplied by Lessor on the COA or (ii) for Equipment supplied by Lessor, shall be the earlier of the date of installation or seven (7) days after the Release Date or as specified in the Supplement.

BASE EXTENSIONS. For Equipment and/or Financial Items described as "Base Extension", this Supplement amends and restates the terms of the Lease and/or Financing Transaction for such Equipment and/or Financial Items and incorporates the terms of the Agreement referenced on this Supplement.

SUPPLEMENT OPTIONS. When indicated on the face of the Supplement, the following terms and conditions shall apply to transactions indicated in this Supplement.

* INTERIM RENT. The Payment Commencement Date shall be the first day of the first full Payment Period following the date that would otherwise constitute the "Rent Commencement Date" under Paragraph 13 of the Agreement and Lessee will pay Interim Rent from such date to the Payment Commencement Date. Such Interim Rent shall be prorated based on the number of days in Payment Period.

* PAYMENT IN ADVANCE. Rent will be due on the first day of each Payment Period and (except for the invoice for the first Payment Period) will be invoiced one month before its due date. The invoice for any initial partial Payment Period and the first full Payment Period will be issued on the first day of the first full Payment Period following the date of installation.

* PAYMENT IN ARREARS. Rent will be invoiced in advance as of the first day of each Payment Period and will be due on the day following the last day of the Payment Period.

* SECURITY DEPOSIT. As a condition to Lessee entering into the transactions indicated in the Supplement, Lessee has granted to Lessor a security interest in cash held by Lessor as a security deposit in the amount indicated on the face of this Supplement, to secure Lessee's payment obligations under the Agreement. Lessor may apply any portion of the security deposit against any payment default and shall hold the security deposit until Lessee's obligations under the Agreement are satisfied in full.

TAX EXEMPT REQUIREMENTS (For Options G, S' and T'). Lessee represents that Lessee qualifies as a State or political subdivision of a State for purposes of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"). Any misrepresentation of Lessee's status under Section 103(a) is an event of default under the Agreement. Lessee shall comply with all information reporting requirements of Code Section 149(e) and Treasury Regulations thereunder. Lessee shall file the appropriate Internal Revenue Service (IRS) Form 8038-G or 8038-GC. Lessee shall pay Lessor, on demand, a sum to be determined by Lessor, that will return to Lessor the economic results Lessor would otherwise have received if: (i) Lessee does not file the above IRS form on a timely basis; or (ii) IRS rules Lessee does not qualify under Section 103(a) of the Code.

AUTHORITY TO FILE FINANCING STATEMENTS. Lessee hereby authorizes Lessor to file Uniform Commercial Code (UCC) financing statements relating to the Collateral, as defined below. Lessee hereby grants to Lessor a first

priority security interest in the Equipment together with all related software (embedded therein or otherwise), all Financial Items, and all additions, attachments, accessories, accoutrements and upgrades thereto and any and all substitutions, replacements or exchanges for any such item of Equipment or software and any and all proceeds of any of the foregoing, including, without limitations, payments under insurance or any indemnity or warranty relating to loss or damage to such Equipment and Financial Items ("Collateral").

TRANSFER OF OBLIGATIONS. Lessee agrees that any transaction initiated under this Agreement shall be binding upon Lessee's successor and permitted assigns.

ADDITIONAL DEFAULTS AND REMEDIES. If Lessee is in default, Lessee agrees to surrender to Lessor for return to Lessor or owner all licensed program materials financed hereunder and to destroy any and all copies thereof. If under applicable law, Lessor is required to comply with standards of commercial reasonableness applicable to secured financings in disposing of the Equipment, Lessee agrees that 10 days prior written notice shall constitute adequate notice of disposition, and any disposition of the Equipment will be conveyed on an "AS IS" basis and Lessor may disclaim any and all warranties.

FINANCIAL STATEMENTS. Upon request, if not publicly available, Lessee agrees to provide to Lessor audited financial statements or unaudited financial statements with Lessor's approval in such case in form satisfactory to Lessor.

ALTERATIONS; MODIFICATIONS; PARTS. Lessee agrees to (i) allow installation of any changes, additions, and/or capacity monitoring hardware or software on Equipment, as required by manufacturer, or permit manufacturer to monitor Equipment capacity; and (ii) comply with any other terms between Lessee and Equipment manufacturer, including, but not limited to, those that relate to Equipment capacity.

RETURN OF EQUIPMENT. Unless otherwise agreed to in writing by the parties and prior to return to Lessor of each item of Equipment, Lessee is responsible for removing all information and data, including, but not limited to, programs not licensed to a specific item of Equipment. Lessor has no obligations to remove Lessee's or any other party's information from an item of Equipment.

LESSEE REPRESENTATIONS. Lessee represents that: (i) any information Lessee may provide to Lessor related to the acquisition price of Equipment and/or Financial Items is the true and accurate price charged by and to be paid to Lessee's Supplier for such Equipment and/or Financial Items; and (ii) Lessee will use any funds received from Lessor for the acquisition of Equipment and/or Financial Items for the sole purpose of acquiring such Equipment and/or Financial Items. The following terms and conditions only apply to Term Lease Master Lease Agreement signed prior to January 1997.

TERM. The initial Term of the Lease or Financing Transaction shall begin on the Rent Commencement Date and shall expire at the end of the number of months under "Term" in the Supplement.

OPTIONAL EXTENSION. For purposes of the Optional Extension paragraph, the Rent shall be calculated as the sum of the Lease payments over the initial Term divided by the initial Term of the Lease, but for Options B, B+ or L not less than fair market rental value.

FINANCED ITEMS. Software, program licenses, maintenance, services and other one-time charges financed under this Supplement constitute "Financed Items" and the terms (i) of this Supplement, (ii) any applicable attachment, and (iii) the Agreement, each as may be amended by addenda, constitute the "Financing Transaction" for such Financed Items. The parties agree that all references to "Lease" in paragraphs 37 and 38 shall mean "Lease and/or Financing Transaction".

TERMS FOR USED EQUIPMENT. This Equipment is provided without any warranty by Lessor, in accordance with Paragraph 9. It is subject to prior disposition at any time prior to Lessor's signature on the Supplement. Rent Commencement Date will be the earlier of installation or 7 days after Release Date or as noted on the face of this Supplement. Lessee payment of 3 months Rent as liquidated damages is required if Lessee cancels its commitment to lease after Lessor's Supplement acceptance but before the Equipment is delivered and accepted by Lessee. Lease expiration notice shall be as soon as practicable if the Term is 3 months or less. If Equipment is unmodified, manufactured and assembled by or for IBM and IBM installs and maintains the Equipment, Lessee may exercise the Lessor's quality satisfaction guarantee within 90 days of the Release Date. At Lessor's option, the Equipment will either be replaced with equivalent Equipment or returned to Lessor and the Lease terminated with any payments made thereto by Lessee.

TERMS FOR NON-IBM EQUIPMENT AND FOR EQUIPMENT NOT SOURCED FROM IBM. Notwithstanding anything to the contrary in the Agreement, for purpose of this Supplement, "Lessee's Supplier" shall be the party with whom Lessee has contracted to purchase Equipment, license program materials or acquire services leased or financed herein. Except for paragraphs 41 and 43, all references in the Agreement to "IBM" shall mean "Lessee's Supplier". Any occurrences of "or Effective Date for Additional License" in the Agreement are deleted. Any reference to "Estimated Shipment Date" shall mean "Estimated Commencement Date". Except for personal computer equipment, including personal computer-based servers, the Rent Commencement Date shall be the date Lessee designates on a COA. Any terms and conditions applicable to Option B shall also apply to Options B+ and L. Lessee shall return the Equipment in good condition and working order, wear and tear excepted and qualified for the manufacturer's approved maintenance service. Should Lessee elect to alter or modify the Equipment, any Lessor-owned Parts that Lessee removes shall remain Lessor's property and Lessee is not permitted to make such Parts available for sale, transfer, exchange or other disposition without Lessor's prior written consent. If Lessor consents to a disposition of the removed Parts, the restoration must be with parts Lessor owns or supplies, or those supplied by a source approved by Lessor. For the purposes of the Agreement, a "Part" is any component or element of the Equipment.

Customer Number: 0502492
Name and Address
AREA TRANSPORTATION DIV
735 GEORGE NELSON DR
PORTAGE, IN 46368-1275

IBM Office Address
4111 NORTHSIDE PKWY
ATLANTA OK TER, GA 30327-3888

Agreement Number: 0256502
Supplement No: D00D95666
Primary Supplement No:

Email:
Tel No.:
Fax No.:
Attn:
Customer Reference:

Email: 138 MA10
Tel No: 800-426-3889
Fax No:
Attn: ANA LIDIA BORGES (EXT.3167)

Location Customer	Accepted Item Type	Model	Plant Order or MES No.	Contract Serial No. Description	Manufacturer's Serial No. (if applicable)
0502492	9SSR	001		B710694 REMARKETED SERVICESUITE	

The undersigned ("Customer") is a customer under the agreement referenced above ("Agreement") with either IBM Credit LLC or International Business Machines Corporation (in either case, "Us" or "We"). Customer represents and certifies that Customer has accepted the items listed above or itemized on an attachment ("Accepted Item(s)") to this Certificate of Acceptance ("COA") on the date indicated below. Customer authorizes us to pay Customer's supplier for the Accepted Item(s). Amounts due under the Agreement shall commence upon the date Customer indicates below unless we have otherwise noted on the Supplement.

In order for this COA to be effective, we must be provided with the serial numbers if applicable for each Accepted Item. Customer authorizes us to complete or update any item identification information on the referenced Agreement or Supplement to the Agreement for any accepted item without Customer's further action or consent.

Delivery of an executed copy of this COA by facsimile, email or any other reliable means shall be deemed to be as effective for all purposes as delivery of a manually executed copy. Customer understands that we may maintain a copy of this COA in electronic form and agrees that a copy produced from such electronic form or by any other reliable means (for example, photocopy, image or facsimile) shall in all respects be considered equivalent to an original. By signing below, Customer represents and warrants that Customer's name as set forth in the signature block below is Customer's exact legal name and the information identifying Customer's state of organization is true, accurate and complete in all respects.

Accepted by: ADS LOGISTICS, LLC
Customer

By: _____
Authorized Signature

Name (Type or Print)

Date Customer accepts item(s) listed above. Must be filled in by Customer.

Date: 11/22/2007 (MM/DD/YYYY)

State of Organization: DE

PLEASE RETURN TO IBM OFFICE ADDRESS, FAX NUMBER OR EMAIL ADDRESS LISTED ABOVE
WITHIN 10 DAYS OF RECEIPT

Certificate of Acceptance

Customer Number: 0502492
Name and Address
AREA TRANSPORTATION DIV
735 GEORGE NELSON DR
PORTAGE, IN 46368-1275

IBM Office Address
4111 NORTHSIDE PKWY
ATLANTA OK TER, GA 30327-3889

Agreement Number: 0256502
Supplement No: D00D95666
Primary Supplement No:

Email:
Tel No.:
Fax No.:
Attn:
Customer Reference:

Email: 138 MA10
Tel No: 800-426-3889
Fax No:
Attn: ANA LIDIA BORGES (EXT.3167)

Location Customer	Accepted Item Type	Model	Plant Order or MES No.	Contract Serial No. Description	Manufacturer's Serial No. (if applicable)
Supplier Invoice Information (Invoices Are Attached)					
Supplier			Invoice Number	Invoice Date	Invoice Amount
1.	DATA SYSTEMS INTERNATIONAL INC		D00D95666	11/16/07	5114.40
2.					
3.					
4.					
5.					
				TOTAL	5114.40

Date Prepared: 12/21/07
 Customer No.: 0502482
 Customer Address
 AREA TRANSPORTATION DIV
 735 GEORGE NELSON DR
 PORTAGE, IN 46368-1275

TERM LEASE SUPPLEMENT

Installed at Location
 AREA TRANSPORTATION DIV
 9200 CALUMET AVE
 MUNSTER, IN 46321-2885

Supplement Number: D00F20424
 IBM CSO Location: TEO
 IBM CSO Location Address
 4111 NORTHSIDE PKWY, NW
 ATLANTA GA 30327-3015
 ATTN: ANA LIDIA BORGES (EXT 3167)
 Ph: 800-426-3689
 Fax: 846-284-8268

Customer Reference:

Line No. 001
 Lessor Customer No. 02426481
 Installed State IN
 Type Model/Feature 98PP-004
 Description BP TAX FINANCING

Plant Order or MES No. B739906
 Serial No. T
 Purchase Option NA
 Term 030

Unit Purchase Price/Amount Financed	Rent	Estimated Commitment Release Date
470.00	17.34	12/07
Rate \$1000	36.90	
Total Amount Financed (this page)	470.00	
Total Amount Financed (all pages)	53,383.00	
(*) Interim Rent Applies	NO	
Total Rent (this page) Taxes May Apply	17.34	
Total Rent (all pages) Taxes May Apply	2,026.99	
(*) Security Deposit		
Payment Period MONTHLY IN ADVANCE		
Payment Commitment Date		

Notwithstanding anything to the contrary in the Agreement, the parties agree that the payment of the Rent and/or any associated financing shall commence on the Payment Commencement Date shown on the face of the Supplement. The Term shall expire at the end of the number of months specified as "Term" on the Supplement for such transaction, following the Payment Commencement Date. All other obligations of the Lessee under the Agreement shall be effective on the Rent Commencement Date.

Supplier Name
 URROW ELECTRONICS INC
 Supplier Customer No. 8800822

(*) See page 4 for explanations, definitions and additional terms.
 (*) First of the month following the date as indicated on the COA or the Date of Installation.
 LATE VALIDITY DATE: 12/30/07.

THE TERM LEASE MASTER AGREEMENT (THE "AGREEMENT") REFERENCED ABOVE, IS HEREBY INCORPORATED BY REFERENCE AND LESSEE HEREUNDER SHALL BE BOUND TO THE TERMS AND CONDITIONS OF THE AGREEMENT AS LESSEE. THE AGREEMENT, THIS SUPPLEMENT AND ANY APPLICABLE ATTACHMENTS OR ADDENDA ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREIN. THESE DOCUMENTS SUPERSEDE ANY PRIOR ORAL OR WRITTEN COMMUNICATIONS BETWEEN THE PARTIES. BY SIGNING BELOW, LESSEE REPRESENTS AND WARRANTS THAT LESSEE'S NAME AS SET FORTH IN THE SIGNATURE BLOCK BELOW IS LESSEE'S EXACT LEGAL NAME, AND THE INFORMATION SUPPLYING LESSEE'S STATE OF ORGANIZATION IS TRUE, ACCURATE AND COMPLETE IN ALL RESPECTS. BY SIGNING BELOW, BOTH PARTIES AGREE TO THE TERMS REPRESENTED BY THIS FURTHER AUTHORIZES LESSOR TO INSERT MACHINE SERIAL NUMBERS ON THIS SUPPLEMENT AS THEY BECOME AVAILABLE, WITHOUT FURTHER AUTHORIZATION FROM LESSEE. LESSEE AGREES TO DELIVER A MANUALLY EXECUTED COPY OF ANY OF THE DOCUMENTS REFERENCED ABOVE BY FACSIMILE OR OTHER RELIABLE MEANS SHALL BE DEEMED TO BE AS EFFECTIVE FOR ALL PURPOSES AS PRODUCED FROM SUCH ELECTRONIC COPY. LESSEE ACKNOWLEDGES THAT LESSOR MAY MAINTAIN A COPY OF THESE DOCUMENTS IN ELECTRONIC FORM AND AGREES THAT A COPY SENT TO AN ORIGINAL IF INDICATED HERE, THE FOLLOWING ATTACHMENTS SHALL APPLY TO AND BE INCORPORATED BY REFERENCE

Accepted by: Marcia A. Easton
 Title: Manager OPS M
 Date: 12/21/07

ADS LOGISTICS, LLC
 By: [Signature]
 Title: Authorized Signature
 Name (Type or Print): Randall M. Cohen
 Date: 12/20/2007

Signed: 02/27/08 but
 accepted as of 01/23/08

State of Organization: DE



Date Prepared: 12/21/07
 Customer No.: 0502482
 Customer Address
 AREA TRANSPORTATION DIV
 735 GEORGE NELSON DR
 PORTAGE IN 46388-1275

Installed at Location
 AREA TRANSPORTATION DIV
 9200 CALLUMET AVE
 MUNSTER IN 46321-2885

Supplement Number: D00F20424
 IBM CSO Location: 1EO
 IBM CSO Location Address
 4111 NORTHSIDE PKWY, NW
 ATLANTA GA 30327-3015
 ATTN: ANA LIDIA BORGES (EXT 3167)
 PH: 800-426-3889
 Fax: 845-264-6288

Customer Reference:

Location/
 Line No. Customer No. Initial
 002 0242648/ IN 95SR-001
 6369987
 003 0242648/ IN 9406-520
 6369987

Landed or Financial Item:
 Type Model/Parture
 Description
 REMARKETED SERVICESUITE
 B9W 032 4M83M
 MISC. EQUIPMENT SPEC.

Plant Order
 or
 MES No.
 B739905 S NA 030
 B FM 030

Line No.	Customer No.	Initial	Location/ Description	Plant Order or MES No.	Serial No.	Purchase Option	Term	Unit Purchase Price/ Amount Financed	Rate \$/1000	Rent	Estimated Commencement /Release Date	Payment Period
002	0242648/	IN	95SR-001 6369987		B739905	S	NA	7,827.00	36.54	286.00	12/07	
003	0242648/	IN	9406-520 6369987		B9W 032 4M83M	B	FM	20,890.00	30.67	643.76	12/07	
Total Amount Financed (this page)										929.76	MONTHLY IN ARREARS	

LATE VALIDITY DATE: 12/30/07.

125-3318-26 (03/05)

TERM LEASE SUPPLEMENT
 CONTINUATION SHEET

Term Lease Master Agreement No.: 0258502
 Associated Supplement Nos.:
 Summary Supplement No.:
 Amendment No.:
 Addendum No.:
 Quote Letter No.: D0292848201

Date Prepared: 12/21/07
 Customer No.: 0502492
 Customer Address
 AREA TRANSPORTATION DIV
 735 GEORGE NELSON DR
 PORTAGE IN 48368-1275

TERM LEASE SUPPLEMENT CONTINUATION SHEET

Installed at Location
 AREA TRANSPORTATION DIV
 735 GEORGE NELSON DR
 PORTAGE IN 48368-1275

Supplement Number: D00F20424
 IBM C80 Location: 1EO
 IBM C80 Location Address
 IBM CREDIT LLC
 4111 NORTHSIDE PKWY, NW
 ATLANTA GA 30327-3015
 ATTN: ANA LIDIA BORGES (EXT 3187)
 Ph: 800-428-3489
 Fax: 845-284-6288

Customer Reference:

Location/
 Line No. 0502492/ IN 838987
 Lessor
 Installed State
 Lessor No. 838987
 Type Model/Feature
 Description
 98PP-004
 BP TAX FINANCING

005 0502492/ IN 838987
 Lessor
 Installed State
 Lessor No. 838987
 Type Model/Feature
 Description
 9SSR-001
 REMARKETED SERVICESUITE

Line No.	Customer No.	State	Location/ Lessor	Installed State	Lessor No.	Type Model/Feature Description	Plant Order or M/S No.	Serial No.	Option (*)	Purchase Option (*)	Term	Unit Purchase Price/ Amount Financed	Rate \$/1000	Rent	Estimated Commencement Release Date	Total Rent (This page) Taxes May Apply	Payment Period
004	0502492	IN	838987	IN	838987	98PP-004 BP TAX FINANCING		B739888	T	NA	024	1,383.00	45.24	62.57	12/07		
005	0502492	IN	838987	IN	838987	9SSR-001 REMARKETED SERVICESUITE		B739886	S	NA	024	22,713.00	44.78	1,017.32	12/07	1,078.89	MONTHLY IN ARREARS
Total Amount Financed (this page)																24,096.00	

ATE VALIDITY DATE: 12/30/07.

125-3110-38 (06/06)

IBM Credit LLC

Certificate of Acceptance

Page 1 of 2

Customer Number: 0242648
Name and Address
AREA TRANSPORTATION DIV
9200 CALUMET AVE
MUNSTER, IN 46321-2885

IBM Office Address
4111 NORTHSIDE PKWY, NW
ATLANTA GA 30327-3015

Agreement Number: 0256502
Supplement No: D00F20424
Summary Supplement No:

Email:

Tel No.:

Fax No.:

Attn:

Customer Reference:

Email: ANALIDIA@BR.IBM.COM
Tel No: 800-426-3889
Fax No: 845-264-6268
Attn: ANA LIDIA BORGES (EXT 3167)

Location Customer	Accepted Item Type Model	Plant Order or MES No.	Contract Serial No. Description	Manufacturer's Serial No. (if applicable)
0242648	9BPP 004		B739906 BP TAX FINANCING	
0242648	9SSR 001		B739905 REMARKETED SERVICESUITE	
0242648	9406 520	BGW632	4M83M 4M83M MISC. EQUIPMENT SPEC.	

The undersigned ("Customer") is a customer under the agreement referenced above ("Agreement") with either IBM Credit LLC or International Business Machines Corporation (in either case, "Us" or "We"). Customer represents and certifies that Customer has accepted the items listed above or itemized on an attachment ("Accepted Item(s)") to this Certificate of Acceptance ("COA") on the date indicated below. Customer authorizes us to pay Customer's supplier for the Accepted Item(s). Amounts due under the Agreement shall commence upon the date Customer indicates below unless we have otherwise noted on the Supplement.

In order for this COA to be effective, we must be provided with the serial numbers if applicable for each Accepted Item. Customer authorizes us to complete or update any item identification information on the referenced Agreement or Supplement to the Agreement for any accepted item without Customer's further action or consent.

Delivery of an executed copy of this COA by facsimile, email or any other reliable means shall be deemed to be as effective for all purposes as delivery of a manually executed copy. Customer understands that we may maintain a copy of this COA in electronic form and agrees that a copy produced from such electronic form or by any other reliable means (for example, photocopy, image or facsimile) shall in all respects be considered equivalent to an original. By signing below, Customer represents and warrants that Customer's name as set forth in the signature block below is Customer's exact legal name and the information identifying Customer's state of organization is true, accurate and complete in all respects.

Accepted by: ADS LOGISTICS, LLC

By:


Ronald M. Cohen
Name (Type or Print)

Date Customer accepts item(s) listed above. Must be filled in by Customer.
Date: 12/22/00 (MM/DD/YYYY)

State of Organization:

DE

PLEASE RETURN TO IBM OFFICE ADDRESS, FAX NUMBER OR EMAIL ADDRESS LISTED ABOVE
WITHIN 10 DAYS OF RECEIPT

IBM Credit LLC

Certificate of Acceptance
(Continuation Form)

Page 2 of 2

Customer Number: 0502492
Name and Address
AREA TRANSPORTATION DIV
735 GEORGE NELSON DR
PORTAGE , IN 46368-1275

IBM Office Address
4111 NORTHSIDE PKWY, NW
ATLANTA GA 30327-3015

Agreement Number: 0256502
Supplement No: D00F20424
Summary Supplement No:

Email:

Tel No.:

Fax No.:

Attn:

Customer Reference:

Email: ANALIDIA@BR.IBM.COM
Tel No: 800-426-3889
Fax No: 845-264-6268
Attn: ANA LIDIA BORGES (EXT 3167)

Location Customer	Accepted Item Type	Model	Plant Order or MES No.	Contract Serial No. Description	Manufacturer's Serial No. (if applicable)
0502492	9BPP	004		B739888 BP TAX FINANCING	
0502492	9SSR	001		B739886 REMARKETED SERVICESUITE	

Received by IGF on 03/05/09

TERM LEASE SUPPLEMENT

Page 1 of 3

Date Prepared: 03/03/09
Customer No.: 0502492
Customer Address:
AREA TRANSPORTATION DIV
735 GEORGE NELSON DR
PORTAGE , IN 46368-1275

Installed at Location:
AREA TRANSPORTATION DIV
735 GEORGE NELSON DR
PORTAGE , IN 46368-1275

Supplement Number: D00F87481
IBM CSO Location: 1EO
IBM CSD Location Address:
IBM CREDIT LLC
4111 NORTHSIDE PKWY
ATLANTA GA 30327-3015
ATTN: LANA DIAS
Ph: 800-819-8208
Fax: 845-284-6268

Term Lease Master Agreement No.: 0256502
Associated Supplement Nos.:
Summary Supplement No.:
Amendment Nos.:
Addendum Nos.:
Quota Letter No.: D0300889301

Customer Reference:
Location: 001 0502492/ IN 9SSR-001
Leased or Financed Item: 6369987
Type Model/Feature Description: REMARKETED SERVICEELITE

Plant Order or MES No.: B906009 S NA 15
Serial No.:
Purchase Option: ()
Term: ()

Unit Purchase Price/Amount Financed	Rate \$/1000	Rent	Estimated Commencement/Release Date
1,912.00	71.10	135.94	03/09
Total Amount Financed (this page)		Total Rent (this page) Taxes May Apply	Payment Period MONTHLY IN ARREARS
1,912.00		135.94	Payment Commencement Date **
Total Amount Financed (all pages)		Total Rent (all pages) Taxes May Apply	
4,032.00		381.94	

Notwithstanding anything to the contrary in this Agreement, the parties agree that the payment of the Rent and/or any associated financing shall commence on the Payment Commencement Date shown on the face of the Supplement. The Term shall expire at the end of the number of months specified as "Term" on the Supplement for such transaction, following the Payment Commencement Date. All other obligations of the Lessee under the Agreement shall be effective on the Rent Commencement Date.

Supplier Name: ARROW ENTERPRISE COMPUTING SOLUTIONS INC
Supplier Customer No.: 8660923

(*) See page 3 for explanations, definitions and additional terms.
(**) First of the month following the date as indicated on the COA or the Date of Installation.
RATE VALIDITY DATE: 03/16/09.

THE TERM LEASE MASTER AGREEMENT (THE "AGREEMENT") REFERENCED ABOVE, IS HEREBY INCORPORATED BY REFERENCE AND LESSEE HEREUNDER SHALL BE BOUND TO THE TERMS AND CONDITIONS OF THE AGREEMENT AS LESSEE. THE AGREEMENT, THIS SUPPLEMENT AND ANY APPLICABLE ATTACHMENTS OR ADDENDA ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREIN. THESE DOCUMENTS SUPERSEDE ANY PRIOR ORAL OR WRITTEN COMMUNICATIONS BETWEEN THE PARTIES. BY SIGNING BELOW, LESSEE REPRESENTS AND WARRANTS THAT LESSEE'S NAME AS SET FORTH IN THE SIGNATURE BLOCK BELOW IS LESSEE'S EXACT LEGAL NAME, AND THE INFORMATION IDENTIFYING LESSEE'S STATE OF ORGANIZATION IS TRUE, ACCURATE AND COMPLETE IN ALL RESPECTS. BY SIGNING BELOW, BOTH PARTIES AGREE TO THE TERMS REPRESENTED BY THIS SUPPLEMENT AS IT MAY BE AMENDED OR MODIFIED. IF AGREED TO IN WRITING BY LESSEE, LESSEE AUTHORIZES LESSOR TO CHANGE THE AMOUNT FINANCED AND/OR THE RENT. LESSEE FURTHER AUTHORIZES LESSOR TO INSERT MACHINERY SERIAL NUMBERS ON THIS SUPPLEMENT AS THEY BECOME AVAILABLE, WITHOUT FURTHER AUTHORIZATION FROM LESSEE. DELIVERY OF AN EXECUTED COPY OF ANY OF THE DOCUMENTS REFERENCED ABOVE BY FACSIMILE OR OTHER RELIABLE MEANS SHALL BE DEEMED TO BE AS EFFECTIVE FOR ALL PURPOSES AS DELIVERY OF A MANUALLY EXECUTED COPY. LESSEE ACKNOWLEDGES THAT LESSOR MAY MAINTAIN A COPY OF THESE DOCUMENTS IN ELECTRONIC FORM AND AGREES THAT A COPY REPRODUCED FROM SUCH ELECTRONIC FORM OR BY ANY OTHER RELIABLE MEANS (FOR EXAMPLE, PHOTOCOPY, IMAGE OR FACSIMILE) SHALL IN ALL RESPECTS BE CONSIDERED EQUIVALENT TO AN ORIGINAL. IF INDICATED HERE, THE FOLLOWING ATTACHMENTS SHALL APPLY TO AND BE INCORPORATED BY REFERENCE:

Accepted by:
IBM Credit LLC

By: Marcia A Easton
Authorized Signature: Marcia A Easton
Name (Type or Print): Marcia A Easton
Signature: 3/12/09
Customer Ops Mgr but
accepted as of 3/12/09

ADS LOGISTICS, LLC
By: Jorge Areoyave
Authorized Signature: Jorge Areoyave
Name (Type or Print): Jorge Areoyave
State of Organization: DE



TERM LEASE SUPPLEMENT CONTINUATION SHEET

Date Prepared: 03/03/09
Customer No.: 0502492
Customer Address
AREA TRANSPORTATION DIV
735 GEORGE NELSON DR
PORTAGE , IN 46368-1275

Installed at Location
AREA TRANSPORTATION DIV
735 GEORGE NELSON DR
PORTAGE , IN 46368-1275

Supplement Number: D00F87481
IBM CSO Location: 1EO
IBM CSO Location Address:
IBM CREDIT LLC
4111 NORTHSIDE PKWY
ATLANTA GA 30327-3015
ATTN: LANA DIAS
Ph: 800-819-0208
Fax: 845-264-6268

Term Lease Master Agreement No.: 0258502
Associated Supplement No.:
Summary Supplement No.:
Amendment No.:
Addendum No.:
Quote Letter No.: D0300889301

Customer References:

Location/ Leased or Financed Item:
Lessor Type Model/Feature
Customer No. State Description

002 0502492/ IN 9SSR-001
8369987 REMARKETED SERVICEELITE

Line No.	Location/ Lessor	Leased or Financed Item: Type Model/Feature	Plant Order or MES No.	Serial No.	(*) Purchase Option	(*) Term	Unit Purchase Price/ Amount Financed	Rate \$/1000	Rent	Estimated Commencement /Release Date	Payment Period
002	0502492/ IN	9SSR-001		B908010	S NA	09	2,120.00	116.04	246.00	03/09	MONTHLY IN ARREARS
							Total Amount Financed (this page)		Total Rent (this page) Taxes May Apply		
							2,120.00		246.00		

RATE VALIDITY DATE: 03/14/09.

2125-3319-27 (03-09)

IBM Credit LLC

Received by IGF on 03/05/09
Certificate of Acceptance

Page 1 of 1

Customer Number: 0502492
Name and Address
AREA TRANSPORTATION DIV
735 GEORGE NELSON DR
PORTAGE , IN 46368-1275

IBM Office Address
4111 NORTHSIDE PKWY
ATLANTA GA 30327-3015

Agreement Number: 0256502
Supplement No: D00F87481
Summary Supplement No:

Email:
Tel No.: - -
Fax No.: - -
Attn:

Email: lanadiaz@br.ibm.com
Tel No: 800-819-8206
Fax No: 845-264-6268
Attn: LANA DIAS

Customer Reference:

Location Customer	Accepted Item Type	Model	Plant Order or MES No.	Contract Serial No. Description	Manufacturer's Serial No. (if applicable)
0502492	9SSR	001		B906009 REMARKETED SERVICEELITE	
0502492	9SSR	001		B908010 REMARKETED SERVICEELITE	

The undersigned ("Customer") is a customer under the agreement referenced above ("Agreement") with either IBM Credit LLC or International Business Machines Corporation (in either case, "Us" or "We"). Customer represents and certifies that Customer has accepted the items listed above or itemized on an attachment ("Accepted Item(s)") to this Certificate of Acceptance ("COA") on the date indicated below. Customer authorizes us to pay Customer's supplier for the Accepted Item(s). Amounts due under the Agreement shall commence upon the date Customer indicates below unless we have otherwise noted on the Supplement.

In order for this COA to be effective, we must be provided with the serial numbers if applicable for each Accepted Item. Customer authorizes us to complete or update any item identification information on the referenced Agreement or Supplement to the Agreement for any accepted item without Customer's further action or consent.

Delivery of an executed copy of this COA by facsimile, email or any other reliable means shall be deemed to be as effective for all purposes as delivery of a manually executed copy. Customer understands that we may maintain a copy of this COA in electronic form and agrees that a copy produced from such electronic form or by any other reliable means (for example, photocopy, image or facsimile) shall in all respects be considered equivalent to an original. By signing below, Customer represents and warrants that Customer's name as set forth in the signature block below is Customer's exact legal name and the information identifying Customer's state of organization is true, accurate and complete in all respects.

Accepted by: ADS LOGISTICS, LLC

By:

[Signature]
JOYCE ARDYANE 3/4/09
Name (Type or Print)

Rent Commencement Date for Accepted Item(s):

Date: (MM/DD/YYYY)

State of Organization: DE

PLEASE RETURN TO IBM OFFICE ADDRESS, FAX NUMBER OR EMAIL ADDRESS LISTED ABOVE
WITHIN 10 DAYS OF RECEIPT

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

INSTRUCTIONS:

- PLEASE TYPE this form. Fold only along perforation for mailing.
- Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
- If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
- If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
- When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
- At the time of original filing, filing officer should return third copy as an acknowledgement. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

49321

REORDER FROM
Registre, Inc.
514 PIERCE ST.
ANOKA, MN 55303
(612) 421-1713

N

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)
**AREA TRANSPORTATION CO
(LESSEE)**

**9200 CALUMET AVE
HUNSTER, IN 46321-2885**

Tax ID/Social Security No.

2. Secured Party(ies) and address(es)

**IBM Credit Corporation (LESSOR)
1 North Castle Drive
Armonk, NY 10504-2575**

Tax ID/Social Security No. **222351962**

4. This financing statement covers the following types (or items) of property:

**ALL COMPUTER, INFORMATION PROCESSING, AND OTHER PERIPHERAL
EQUIPMENT AND GOODS WHEREVER LOCATED (INCLUDING ALL
ADDITIONS, ACCESSORIES, UPGRADES, AND REPLACEMENTS) REFERENCED
ON IBM CREDIT CORPORATION, AS LESSOR IN AN EQUIPMENT LEASING
TRANSACTION WITH THE ABOVE-REFERENCED LESSEE, FILES THIS
NOTICE PURSUANT TO SECTION 9-401 OF THE UNIFORM COMMERCIAL
CODE. (03/09/99) UCC Log Number: CPD00627543**

99 MAR 18

11 41

5. Assignee(s) of Secured Party and Address(es)

SECRETARY OF STATE
INDIANA

2245016

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)
☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with:

Indiana

Check ☒ if covered: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional sheets presented:

1270744-41-1

90490 IBM CR

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

RETURN ACK. TO

19

DATA FILE SERVICES, INC.

P.O. BOX 275

(3) Filing Officer Copy - Acknowledgement

(Signature of Secured Party or Assignee of record. Not Valid Until Signed.)

FILED BY REGISTRY

date and hour of filing on this copy and return to the person filing, as an acknowledgement.