

UNITED STATES BANKRUPTCY COURT District of Delaware PROOF OF CLAIM

Name of Debtor: ADS Logistics, LLC Case Number: 09-13099-PJW

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property): Key Equipment Finance Inc.fka American Express Business Finance Corporation
Name and address where notices should be sent: Key Equipment Finance Inc., 1000 S. McCaslin Blvd., Superior, CO 80027
Telephone number: (720) 304-1737

Check this box to indicate that this claim amends a previously filed claim.
Court Claim Number:
Filed on:

Name and address where payment should be sent (if different from above):
Telephone number:

RECEIVED
OCT 06 2009
BMC GROUP

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: \$ 12,042.73
If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.
If all or part of your claim is entitled to priority, complete item 5.
Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.
Specify the priority of the claim.

2. Basis for Claim: money loaned (See instruction #2 on reverse side.)

Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

3. Last four digits of any number by which creditor identifies debtor:
3a. Debtor may have scheduled account as: cw01390948 (See instruction #3a on reverse side.)

Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).

4. Secured Claim (See instruction #4 on reverse side.)
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.
Nature of property or right of setoff: Real Estate Motor Vehicle Other
Describe: see attached
Value of Property: \$ 2,000.00 Annual Interest Rate %
Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ 940.24 Basis for perfection: ownership
Amount of Secured Claim: \$ 2,000.00 Amount Unsecured: \$ 10,042.73

Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).
Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).
Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

Other - Specify applicable paragraph of 11 U.S.C. §507 (a)().

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)

Amount entitled to priority: \$

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.
If the documents are not available, please explain:

*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

Date: 10/01/2009
Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.
Rita Robles, Litigation Coordinator

FOR COURT USE ONLY
ADS Logistics
00025

COST PER IMAGE AGREEMENT



KEY EQUIPMENT FINANCE, INC.
 600 Travis Street, Suite 1400
 Houston, TX 77002
 Tel: (713) 332-0088 (800) 745-9292

Customer Name (full legal name)

ADS Logistics LLC

Business Address

9200 Calumet Ave, Munster, IN 46321

Agreement # _____

Date: 7/29, 20 08

Equipment Location (If different from Business Address)	Supplier(s)
	McShanes, Inc

Quantity	Equipment Model & Accessories	Serial Number	Minimum Monthly Image Usage	Other
1	Konica Minolta BH600	57BE35423	7000	

See attached schedule for additional Equipment/Accessories

Fixed Term and Payment Schedule

Number of Months	36	Minimum Monthly Usage Payment	Minimum Monthly Image Usage	Per Image Charge
Advanced Payment \$	0.00	\$ 460.40 (Plus Applicable Taxes)	7000	.007

Payment Adjustments. On the first anniversary of the first Minimum Monthly Usage Payment date and on each subsequent anniversary of that date during the Term you agree that we will increase (by an amount not to exceed 10% of the Minimum Monthly Usage Payment amount payable during the preceding 12 month period) the Minimum Monthly Usage Payment amount payable during the next 12 month period.

1. Terms and Conditions (continued on reverse side) **PLEASE READ BOTH SIDES OF THIS AGREEMENT**
 Please read this Cost Per Image Agreement ("Agreement") and feel free to ask us any questions you may have. When we use the words "you" or "your", we are referring to you, the above-said Customer. When we use the words "we", "us" or "our" we are referring to KEY EQUIPMENT FINANCE INC. We agree to provide to you the equipment listed above or in any attachment to this Agreement ("Equipment"). You promise to pay us the Minimum Monthly Usage Payment for the number of months indicated above, plus any additional charges and other amounts due under this Agreement from time to time, which are collectively referred to as "Payments" in this Agreement. The payment of the Minimum Monthly Usage Payment and the additional charges may, as an administrative convenience to you, include basic third-party maintenance and supplies for the Minimum Monthly Image Usage. Such maintenance and supplies shall be provided by the above-said Supplier subject to the provisions of Section 11 below and of the separate agreement between you and the Supplier ("Supplier Agreement"). The term of this Agreement shall start on the date on which the Equipment is delivered to you, upon which date you shall be deemed to have irrevocably accepted such Equipment hereunder for all purposes (unless you provide written notice to us of rejection within 10 days of delivery) and shall end upon our receipt of the Equipment following the expiration or other termination of your right to use it pursuant to the terms of this Agreement ("Term"). The Payments are due monthly in advance beginning on the day we accept this Agreement by funding the Equipment Supplier, or on any other date we designate, and Payments continue to be payable on the same day of each month throughout the Term of this Agreement for the Number of Months set forth above. During such time, this Agreement is non-cancelable. The period from one Minimum Monthly Usage Payment date through the day before that same date of the next month is referred to in this Agreement as a "Month". The Payments entitle you to the Minimum Monthly Image Usage of the Equipment during each Month, but you agree that each Payment is due and payable to us even if you do not produce the minimum number of images during that Month or during any of the other Months within the Term of this Agreement.

You unconditionally and irrevocably agree to use and pay for the Equipment, including all Minimum Monthly Usage Payments and additional charges, under the terms of this Agreement. You understand and agree that we are not a supplier of or otherwise responsible for the Equipment, maintenance or supplies. We are a passive source of financing only. **WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, REGARDING ANY EQUIPMENT, MAINTENANCE OR SUPPLIES, INCLUDING, WITHOUT LIMITATION, NO IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.** This Agreement may not be cancelled by you, nor may acceptance of Equipment be revoked by you after the Supplier is funded.

NOTWITHSTANDING ANY CLAIM OF DEFECT OR ANY OTHER CLAIM WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY FAILURE OR ALLEGED FAILURE BY THE SUPPLIER TO HONOR ITS OBLIGATIONS UNDER THE SUPPLIER AGREEMENT, ALL MINIMUM MONTHLY USAGE PAYMENTS AND OTHER PAYMENTS HEREUNDER SHALL BE PAID WITHOUT DELAY BY YOU TO US UNCONDITIONALLY WITHOUT ANY ABATEMENT, DEFENSE, SETOFF, CLAIM OR COUNTERCLAIM OF ANY NATURE. Equipment claims of any kind shall be pursued solely in a separate action directly against the Supplier only and all such claims are hereby waived as to us and as to this Agreement.

THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT REFERENCE TO ITS PRINCIPLES OF CONFLICTS OF LAWS. BOTH PARTIES EXPRESSLY AND ABSOLUTELY WAIVE THE RIGHT TO A JURY TRIAL.

Customer Acceptance

For the above-said Customer: Signature: Crystal Bixenman Printed Name/Title: Crystal Bixenman
 Dated: 7/29/08 Customer Federal Tax ID #: 43-1950782

Guaranty

To induce us to enter into the Agreement, each of the undersigned (whether one or more, "Guarantor") unconditionally and irrevocably guarantees prompt payment and full performance of all of the Customer's obligations under the Agreement. The terms and conditions of the Agreement are hereby incorporated into this Guaranty, including without limitation choice of law and waiver of jury trial, and we may proceed directly to enforce this Guaranty against Guarantor before proceeding against the Customer or the Equipment, and any statutory or other legal requirement to the contrary is hereby waived. If the Agreement is extended or amended, Guarantor's obligations under this Guaranty shall be likewise extended or amended and shall otherwise remain in effect. Guarantor consents to any extension, release, modification, or compromise granted to Customer and hereby waives all demands and notices of any kind, including without limitation protest, presentment and demand, and all suretyship and similar defenses. Guarantor agrees to pay to us all costs incurred by us in enforcing this Guaranty including attorneys' fees. This is a continuing guaranty and will remain in effect in the event of Customer's or Guarantor's death, dissolution or bankruptcy and may be enforced by our successors and assigns. If there is more than one Guarantor, the liability of each is fully joint and several.

Signature(s): X _____ X _____ X _____
 Printed Name(s): _____

Terms & Conditions
(Continued from the front side of this Agreement)

- 2. Advance Payments.** All advance Payments under this Agreement are due upon execution and are not refundable.
- 3. Documentation Fee.** You shall pay us a documentation fee of \$75 for processing the application and originating the Customer account.
- 4. Late Charges.** If you fail to make any Payment within five (5) days after its due date, you agree to pay a late charge (as reasonable liquidated damages and not as penalty) equal to the greater of \$29 or 10% of the amount of each such late Payment. You agree to pay a fee of \$55 for any check of yours that is not honored by your bank. Restrictive endorsements on checks you send us will not reduce or compromise your liability under this Agreement.
- 5. Use, Ownership, Maintenance, Warranties.** You agree that during the Term the Equipment shall be used for commercial and business purposes only, and not for personal, family or household use. We are not the manufacturer or Supplier of the Equipment and are not responsible for any delivery, installation, repair, maintenance or servicing of Equipment. You are entitled to the warranties provided to us by or through the Supplier, and may communicate with Supplier and receive those warranties. We assign such warranties to you until the termination of the Agreement. You agree to look only to Supplier for any breach of warranty regarding the Equipment. You have selected the Supplier and the Equipment, and Supplier is not an agent of ours and is not authorized to bind us for any purpose. YOU AGREE, THAT IN REGARDS TO THIS AGREEMENT, THE EQUIPMENT IS RENTED OR LEASED ONLY ON AN "AS IS," "WHERE IS," "WHAT IS" BASIS, AND WE SHALL HAVE NO DUTIES, RESPONSIBILITIES OR LIABILITIES OF ANY KIND WHATSOEVER RELATING TO THE EQUIPMENT.
- 6. Delivery of Equipment; Assignment.** If you fail to accept delivery of any Equipment for any purpose, you agree to indemnify and hold us harmless against any claim of liability by Supplier. We shall own the Equipment and may sell, assign, transfer or grant a security interest to any third party (each, an "Assignee") in the Equipment, any Payments or this Agreement, without notice to or consent by you, and you agree not to assert against any Assignee any defense, setoff or claim you may have against us or the Supplier. You shall keep the Equipment in good repair and working order, free of liens, claims and encumbrances except those in favor of us, and shall not move, sell, transfer, sublease or otherwise encumber any Equipment or assign this Agreement, without our prior written consent.
- 7. Taxes.** The Payments required under this Agreement do not include applicable taxes and you agree to pay when due, either directly or as reimbursement to us (as we may specify), all taxes (including sales, use, and personal property taxes) and charges in connection with the ownership or use of the Equipment.
- 8. Indemnity, Insurance, Loss or Damage.** You bear all risks of loss or damage to the Equipment and if any loss occurs you are nevertheless required to satisfy all of your obligations under this Agreement and to immediately repair or replace the Equipment as we may specify. During the Term you will keep the Equipment insured against all risks of loss or damage in an amount equal to its replacement cost and to maintain comprehensive liability insurance coverage of the Equipment in an amount acceptable to us. You will list us as the sole loss payee for the casualty insurance and an additional insured under the liability coverage and give us written proof as we may request from time to time of the insurance then in effect. If you do not give us such proof, and until you provide such proof, we may in our sole discretion elect to obtain the insurance for our sole benefit and protection. You will pay us for such insurance and all related charges, which will include, without limitation, an insurance premium, interest, processing and administrative fees, and related costs and profits for us and our agents. Such amounts may be substantially higher than if you were to independently purchase insurance coverage for yourself. You agree to submit any dispute regarding insurance and insurance charges to final and binding arbitration pursuant to the rules and regulations of the American Arbitration Association. All rulings in arbitration shall be enforceable in appropriate courts of law. Because you have the insurance obligation under this Agreement, we shall have no liability to you for choosing not to obtain insurance coverage, but we agree to apply casualty insurance proceeds we actually receive to your obligations to us under this Agreement. We are not responsible for any losses or injuries relating to or arising out of the Equipment, and you agree to fully indemnify and hold us harmless for any losses and expenses we incur (including reasonable attorneys' fees) because of any such claim or loss. We may conduct inspections of the Equipment from time to time upon at least one (1) business day's prior written or verbal notice to you.
- 9. Default.** You will be in "default" hereunder if you or any Guarantor fails to timely pay us any Payment(s) due under this Agreement, breaches any term of this Agreement, makes any misrepresentation to us, or fails to pay any other obligation owed to us, any of our affiliates, or any other party. Upon default, we may do any or all of the following: (1) recover from you the sum of (A) any and all accrued unpaid Payments, (B) accelerate and collect the unpaid balance of the remaining Minimum Monthly Usage Payments scheduled to be paid hereunder and our booked residual value in the Equipment, both discounted to present value at a rate of 3%, and (C) our related attorneys' fees, collection costs and expenses; (2) enter upon your premises and take possession of any or all of the Equipment; (3) terminate this Agreement; and/or (4) utilize any other right or remedy provided by applicable law.
- 10. Return of Equipment.** You shall return all Equipment to us upon the scheduled expiration or other termination of this Agreement, shipped to a location we designate at your sole expense, in good working order and appearance, insurance and freight prepaid, and packed and shipped as specified by Supplier(s). If the Equipment is not purchased or returned to us, monthly Payments shall continue at the last effective rate until the Equipment is purchased or returned to us.
- 11. Additional Usage Charges; Supplies; Maintenance.** Additional usage charges may be due to the Supplier of the maintenance and supplies, and are calculated by the Supplier (not us) for each Month by multiplying the number of images produced during that Month in excess of the Minimum Monthly Image Usage for that Month. In the event more than one item of Equipment is listed on the first page of this Agreement, the Minimum Monthly Image Usage shall apply to the aggregate usage of all such items. You agree to furnish to the Supplier timely meter readings for each Month, accurately reflecting the Equipment's usage, and follow such other billing procedures as are specified in the Supplier Agreement. The provision of maintenance and supplies for the Equipment is provided for and governed by the terms of the Supplier Agreement, not by this Agreement. All additional usage charges, will be invoiced by the Supplier and be payable to the Supplier pursuant to the terms of the Supplier Agreement. In no case shall such charges be offset or deducted from Payments due under this Agreement.
- 12. Miscellaneous.** You acknowledge that this Agreement is intended to be a "finance lease" as defined in Article 2A of the Uniform Commercial Code ("UCC"). YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES GRANTED TO YOU AS A LESSEE BY UCC §§2A-508 THROUGH 2A-522. We may file UCC financing statements disclosing our interest in the Equipment and in any other collateral. As security for your obligations hereunder, you grant to us a first priority security interest in all of your right, title and interest in the Equipment and all of its proceeds and products. You agree to provide us with at least 30 days' prior written notice of any change to your place of residence, principal place of business, registration or incorporation. Prior to the commencement of this Agreement, Minimum Monthly Usage Payments may be increased up to 15%, or decreased without limit, if the actual cost and/or the configuration of the Equipment differ from that assumed hereunder. Your obligation to pay taxes, to indemnify us and to make Payments, in each case relating to matters occurring during the Term, shall survive the expiration or earlier termination of this Agreement. Any notice given under this Agreement must be in writing and shall be considered given 2 business days after being delivered to an overnight delivery service, postage prepaid, addressed to the recipient at its address set forth above or any other address a party has previously been notified of by the other. Any payment by you that purports to be payment in full of your obligations under this Agreement will only be effective if we have agreed in writing to accept such amount as payment in full. A photocopy or facsimile of this Agreement will be legally admissible under the "best evidence rule" and shall be treated as an original document and all signatures shall be binding as if original signatures appeared thereon. You authorize us without notice to you to supply missing information or correct any obvious errors in this Agreement. This Agreement shall be binding on your heirs, representatives, executors, successors and permitted assignors, and shall be to the benefit of our successors and Assignees. This Agreement is fully integrated and supersedes any other verbal or written statement or agreement between us regarding its subject matter. Each person signing the Lease individually, on your behalf, or as a Guarantor, authorizes us to receive and exchange with others credit information, including credit bureau reports, on each such person and, if credit is approved, to contact such sources to update that information. Information about each such person may be used for marketing and administrative purposes and shared with our affiliates. You may direct us not to disclose that information (except transaction and experience information) with our affiliates by writing to Key Equipment Finance Inc, Attention: Director of Customer Service, 600 Travis Street, Suite 1300, Houston, TX 77002.

DISCLOSURE OF RIGHT TO REQUEST A WRITTEN STATEMENT OF REASONS FOR DENIAL OF CREDIT:

Key Equipment Finance Inc. ("KEF") complies with Section 326 of the Patriot Act, which requires KEF to obtain, verify, and record information that identifies each applicant for financing. KEF complies with the FACT Act, and other similar laws, which allow each applicant to opt out of information sharing for marketing purposes. KEF also complies with the Equal Credit Opportunity Act ("ECOA"), which prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age, receipt of public assistance, or exercise of legal rights, including the good faith exercise of any right under the Consumer Credit Protection Act. The federal agency that administers compliance by KEF with the ECOA is the Federal Reserve Bank of New York, 33 Liberty Street, NY, NY 10045. Each applicant may request (within 60 days of denial) a written statement from KEF of the reasons for any credit denial and such statement will be provided within 30 days of the request. Please send requests to: KEF Office of Credit Disclosure, 1000 South McCaslin Blvd., Superior, Colorado 80027-9456. FOR FURTHER INFORMATION, PLEASE CALL Express Leasing Services: 1-800-800-3671

Key Equipment Finance Inc.

1000 South McCaslin Boulevard,
Superior, CO 80027

Tel: 720 304-1737
Fax: 216 370-9332
Email: rita.robles@key.com

October 5, 2009

BMC Group, Inc
Clerk's Office
18750 Lake Drive East
Chanhassen, MN 55317

Re: ADS Logistics, LLC
Case Number 09-13101
Jointly Administered 09-13099

Dear Clerk:

Enclosed please find an original and one copy of the following documents which are filed on behalf of Key Equipment Finance in the above-referenced case:

1. Proof of Claim for Key Equipment Finance Inc. in the amount of \$12,042.73 with exhibits;

Please return a filed stamped copy of the Proof of Claim to me in the enclosed self-addressed stamped envelope once these documents have been filed.

Thank you.

Very truly yours,

Rita Robles

RR:ljs
Enclosures

cc: Cole, Schotz, Meisel, Forman & Leonard
United States Trustee