

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

PROOF OF CLAIM

Name of Debtor

ADS Logistics, LLC

Case Number

09-13101 (PJW)

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

Name of Creditor (The person or other entity to whom the debtor owes money or property):

The CIT Group/Equipment Financing, Inc.

☐ Check box to indicate that this claim amends a previously filed claim

Court Claim Number: \_\_\_\_\_

Filed on: \_\_\_\_\_

Name and address where notices should be sent:

c/o Vedder Price P.C.  
1633 Broadway, 47th Floor  
New York, NY 10019  
Attn: Michael L. Schein, Esq.

RECEIVED

OCT 15 2009

BMC GROUP

☐ Check 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.

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

The CIT Group/Equipment Financing, Inc.  
P.O. Box 4339  
Church Street Station  
New York, NY 10261-4339  
Attn: Carrie Stead, Senior Vice President and Chief Risk Officer - Rail

1. Amount of Claim as of Petition Date: **Not less than \$77,405.60 (See Attachment)**

☒ Check this box if claim includes interest or other charges in addition to principal amount of the claim. Attach itemized statement of all interest or additional charges.

2. Basis for Claim: **Railcar Leasing Services (See Attachment)**

3. Account number by which Creditor identifies Debtor: **10008**

4. Secured Claim.: 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: \_\_\_\_\_

Value of Property: \$ \_\_\_\_\_ Annual Interest Rate \_\_\_\_\_%

Amount of arrearages and other charges as of time case filed included in secured claim: \$ \_\_\_\_\_

Basis for Perfection: \_\_\_\_\_

Amount of Secured Claim: \$ \_\_\_\_\_ Amount Unsecured: \$ \_\_\_\_\_

5. Amount of Claim Entitled to Priority Under 11 USC §507(a)

Specify the priority of the claim:

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

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

☐ 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).

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

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

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or 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. **See Attachment**

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

Date

Oct. 9, 2009

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):

*Carrie Stead*

Carrie Stead, Senior Vice President and Chief Risk Officer - Rail

FOR COURT USE ONLY

ADS Logistics



00035

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

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

<b>In re:</b>	* Chapter 11
<b>ADS LOGISTICS, LLC,</b>	* Case No.09-13101 (PJW)
<b>Debtor.</b>	*

\* \* \* \* \*

**ATTACHMENT TO PROOF OF CLAIM  
OF THE CIT GROUP/EQUIPMENT FINANCING, INC.**

1. The undersigned, having an office at 30 South Wacker Drive, Chicago, Illinois 60606, is Senior Vice President and Chief Risk Officer - Rail at The CIT Group/Equipment Financing, Inc. ("CIT"), and is authorized to make this proof of claim (the "Claim") on behalf of CIT.

2. On September 2, 2009 (the "Petition Date"), ADS Logistics, LLC (the "Debtor") filed a voluntary petition for relief in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") pursuant to Chapter 11, Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code").

3. Pursuant to that certain Order (the "Rejection Order") entered by the Bankruptcy Court on September 29, 2009, the Lease (as defined below) was deemed rejected effective as of the Petition Date.

4. As of the Petition Date, and as a result of the entry of the Rejection Order, the Debtor was, and still is, indebted and liable to CIT, in the aggregate amount of not less than \$77,405.60, on account of (a) unpaid invoices for rent and other pre-Petition Date amounts (without taking into account any offsets for credits alleged) for certain rail equipment (the "Equipment") leased by CIT to Debtor prior to the Petition Date in accordance with that certain

Master Railcar Lease dated as of May 20, 2009 (the "Master Lease Agreement"), between CIT and Debtor, and Schedule No. 01 thereto (the "Schedule"; the Schedule and the Master Lease Agreement, to the extent incorporated in or relating to the Schedule, as amended, restated, supplemented or otherwise modified, are collectively referred to as the "Lease") and (b) the Debtor's rejection of the Lease pursuant to the Rejection Order, including, without limitation, rejection damages, repair costs, freight charges and other maintenance charges in respect of the Equipment leased by CIT to the Debtor prior to the Petition Date in accordance with the Lease. A copy of the Lease is attached hereto as Exhibit A.

5. Copies of CIT's outstanding invoices supporting this Claim are attached hereto as Exhibit B. Additionally, details of CIT's Claim, including, without limitation, a calculation of rejection damages resulting from entry of the Rejection Order, are set forth in the spreadsheets attached hereto as Exhibit C.

6. CIT expressly reserves its right to amend and/or supplement this Claim, including, without limitation, for additional damages, repair costs, freight charges and other maintenance charges resulting from the ongoing return and inspection of the Equipment.

7. The filing of this Claim is not a waiver, modification or release of (a) CIT's claims or rights against any person, entity or property, including against any affiliates of the Debtor, or (b) CIT's right to seek a jury trial with respect to this Claim.

8. Nothing contained herein shall prejudice or limit the rights of CIT from filing any proceedings or taking any actions concerning, among other things, (a) this Claim, (b) the Lease, (c) the Equipment or (d) any filings made by the Debtor in this chapter 11 case.

9. All notices in respect of CIT's Claim are to be sent to:

Vedder Price P.C.  
1633 Broadway, 47th Floor  
New York, New York 10019  
Attention: Michael L. Schein, Esq.  
Tel. No. (212) 407-6920  
Email: mschein@vedderprice.com

Dated: October 9, 2009

The CIT Group/Equipment Financing, Inc.

By: Carrie Stead  
Carrie Stead, SVP & Chief Risk Officer - Rail  
30 South Wacker Drive, Suite 3000  
Chicago, IL 60606

**Exhibit A**  
**ADS Logistics, LLC**

**Lease**

[See Attached]

## MASTER RAILCAR LEASE

THIS MASTER RAILCAR LEASE ("Agreement") is made as of May 20<sup>th</sup>, 2009 between THE CIT GROUP/EQUIPMENT FINANCING, INC., a Delaware corporation ("Lessor"), and ADS LOGISTICS, LLC, a Delaware limited liability company ("Lessee").

### 1. SCOPE OF AGREEMENT

A. Agreement to Lease. Lessor and Lessee agree to lease the railroad Cars (herein referred to collectively as the "Cars" and individually as a "Car") described in the Schedules executed pursuant hereto by Lessor and Lessee from time to time, or otherwise delivered to and accepted by Lessee.

B. Schedules; Lease. Each Schedule shall incorporate all of the terms and conditions of this Agreement and contain such other terms and conditions as the parties shall agree. Each Schedule shall constitute an agreement separate and distinct from this Agreement and all other Schedules. In the event of a conflict between the provisions of this Agreement and the provisions of a Schedule, the provisions of the Schedule shall control. The term "Schedule" when used in this Agreement shall mean a Schedule and, solely to the extent incorporated therein by reference, this Agreement.

C. Definitions. All capitalized terms which are not defined herein are defined in Rider A attached hereto and made a part hereof ("Rider A").

### 2. TERM

This Agreement shall remain in full force until terminated as to all Cars on all Schedules. The lease term (the "Lease Term") with respect to any Car shall commence on the date set forth on any Schedule ("Lease Commencement Date") and shall expire on the later to occur of the Expiration Date or the date on which all the Cars are returned to and accepted by Lessor as set forth on the applicable Schedule.

### 3. RENT

A. Rent Payable. Lessee shall pay Lessor rent as set forth on each Schedule at such place as Lessor may designate to Lessee. All rent and other amounts payable hereunder shall be paid without notice or demand and without counterclaim, deduction, reduction or setoff of any kind whatsoever. Each rent or other payment made by Lessee hereunder shall be final and Lessee shall not seek to recover all or any part of such payment from Lessor for any reason whatsoever.

B. Overdue Payments. If Lessee has not paid rent or other amounts payable hereunder for a period of longer than ten (10) days, Lessee shall pay Lessor, as additional rent, interest on such unpaid sum from its due date to the date of payment by Lessee at a rate equal to one and a half percent (1.5%) per month or the maximum rate permitted by law, whichever is less.

C. Holdover Rent. Until any Car is returned to, and accepted by Lessor, Lessee shall continue to pay rent for such Car and to comply with all other payment and other obligations under this Agreement as though such expiration or other termination had not occurred. If thirty (30) days after the Expiration Date, Lessee has not returned any Car, Lessor may charge, and Lessee shall pay Lessor upon demand, 150% of the rent in effect immediately prior to expiration or termination of the Lease Term of such Car. Such additional charge will not take effect without ten (10) days prior written notice by Lessor. Nothing in this Section shall give Lessee the right to retain possession of any Car after expiration or other termination of this Agreement with respect to such Car.

#### 4. MAINTENANCE

A. Lessee shall promptly notify Lessor upon receipt by Lessee of knowledge of any damage to any of the Cars. Lessee shall provide such Cars for repairs free of product, including residue and, prior to forwarding any Cars to the Lessor designated repair facility. Lessee shall perform cleaning at its expense by any of the following means: (i) clean the Cars at its own facility (ii) arrange for cleaning of the Cars by a contract facility, or (iii) instruct Lessor that the Cars will need to be cleaned at a repair facility selected by Lessor which is certified to clean the specific commodity (in which case Lessee shall provide the repair facility with a Material Safety Data Sheet (MSDS) describing the commodity last carried in the Cars prior to forwarding the Cars to said facility). Notwithstanding anything to the contrary in this Agreement, in connection with (iii) above, Lessee shall indemnify and hold Lessor harmless for any liability or damages caused by or arising from commodity or commodity residue in the Cars in connection with the transport of Cars to a Lessor designated cleaning facility or the cleaning of Cars at such facility. Lessor shall arrange for the performance of all Maintenance and repair of the Cars, except as hereinafter provided. Lessee shall not repair, or authorize the repair of, any of the Cars without Lessor's prior written consent, except that running repairs (as specified in the Interchange Rules) may be performed without prior written consent. The amount paid for such running repairs shall not be in excess of the basis, in effect at the time the repair is made, provided by the AAR. If any Car becomes unfit for service and shall be held in a Car shop for repair and shall remain therein for a period in excess of five days, Lessee shall receive a credit for the rental with respect to such Car after such period of five days until such Car is released from the shop or until another Car shall have been placed in the service of Lessee by Lessor, provided that Lessee notified Lessor prior to routing the Car to shop upon instructions of Lessor. If any Car is in shop for Lessee Maintenance Items there will be no rent credit.

(i) It is understood that repairs which are Lessee's responsibility shall include specialty items, hatch covers and outlet gates and any other items specified in any Schedule ("Lessee Maintenance Items") and Lessee shall maintain all Lessee Maintenance Items in good condition and repair, including renewal necessitated by repair to other portions of the Car. If any Lessee Maintenance Item is removed, broken off or altered for any reason, or is missing, damaged, altered or replaced with a non-standard item, Lessee shall repair or replace such Lessee Maintenance Item.

(ii) It is further understood that Lessee Maintenance Items shall include (a) damage while in Lessee's or Lessee's shipper or consignee's possession, custody or control, and (b) damage or corrosion occurring from use other than permitted under this Agreement.

B. Replacement Parts. Any and all changes or replacements or additions to any Car or part thereof made by Lessee or Lessor shall constitute accessions to such Car and, without cost or expense to Lessor, title thereof shall be immediately vested in Lessor.

C. Reporting Marks. No lettering or marking of any kind shall be placed upon any of the Cars by Lessee except with the prior written consent of Lessor, other than the restoration of Lessor's reporting marks on the Cars.

D. Mileage Allowances. Lessee agrees to keep records pertaining to the movement of the Cars, and Lessee agrees to promptly furnish Lessor with complete reports of the Car movements,

upon request, including dates received, loaded and shipped, commodity, destination, and full junction routing, and all information which Lessee may receive from railroad companies or other sources which may be of use to Lessor. Lessor shall collect the mileage earned by the Cars, and subject to all rules of the tariffs of the railroads, Lessor shall remit to Lessee such mileage as and when received from the railroads.

E. Railroad Charges. Lessee agrees to reimburse Lessor for any payment Lessor may be required to make to any railroad, due to mileage equalization where applicable, resulting from excess empty mileage incurred by the Cars on such railroad. For the purpose of this Section the railroad mileage and junction reports shall be prima facie evidence of the facts reported therein. In addition, if Lessor is required to make any payments to a railroad resulting from the empty movement of any of the Cars while they are in Lessee's service, Lessee agrees to reimburse Lessor for such payments.

Lessee shall be liable for any demurrage, track storage or detention charges imposed in connection with any of the Cars as well as loss of or damage to any Car while on any private siding or track or on any private or industrial railroad or in the custody of any carrier not subject to the Association of American Railroads Rules for Interchange.

F. Load Limits. Lessee agrees not to load any of the Cars in excess of the load limit stenciled thereon.

## 5. INSPECTION

Lessee shall permit Lessor or its agents reasonable access during normal business hours to examine the Cars wherever located or Lessee's records relating to the Cars.

## 6. INSURANCE

A. During the term of this Agreement, Lessee shall keep or cause to be kept with insurance companies acceptable to Lessor, comprehensive general liability insurance, including pollution liability, in a combined single limit of not less than \$10,000,000.00, per occurrence. Lessee shall provide to Lessor concurrently with the execution hereof and within 30 days prior to each policy expiration or replacement thereof, original signed certificates of insurance with such information included as Lessor may reasonably request to evidence Lessee's compliance.

B. In the event any Car is not covered by the insurance described in Section 6A hereof, Lessor shall have the right, at its option, to purchase coverage and recover all premiums for such insurance from Lessee, and/or declare this Agreement in default and proceed in accordance with Section 10 hereof.

C. All insurance shall name Lessor as an additional insured in respect of risks arising out of the condition, maintenance, use or ownership of the Cars.

D. All insurance maintained pursuant to this Section shall provide that: (1) the insurer thereunder waives all rights of subrogation against Lessee or Lessor, (2) thirty (30) days prior written notice of expiration, modification or termination shall be given to Lessor, and (3) any other insurance maintained by Lessor shall not be contributory or have the effect of suspending, impairing, invalidating or reducing the coverages required to be provided and maintained by Lessee.



7. TAXES

A. Lessor agrees to assume responsibility for and to pay all Property Taxes levied upon the Cars and to file all Property Tax reports relating thereto. Lessee agrees to assume responsibility for and to pay any applicable state, city, county or province sales, use or similar taxes resulting from the Agreement or use of the Cars.

B. The obligations of Lessee under this Section 7 shall survive the expiration or other termination of this Agreement.

C. If Lessee or Lessor is required to withhold any tax including any assessed penalties or other amount for any amount payable pursuant to this Agreement, Lessee shall pay an additional amount sufficient to enable the payee to receive and retain, after such withholding (including withholding from such additional payment), an amount equal to the amount the payee would have received if such withholding had not been required.

8. CASUALTY CARS

A. In the event any Car is totally damaged or destroyed, the rental with respect to such Car shall terminate upon receipt by Lessor of Settlement Value thereof, and in the event any Car is reported to be bad ordered and Lessor elects to permanently remove such Car from Lessee's service rather than have such Car taken to a Car shop for repairs, the rental with respect to such Car shall terminate upon receipt by Lessor of notification that such Car was bad ordered. Lessor shall have the right, but shall not be obligated, to substitute for any such Car another Car of the same type and capacity and the rental with respect to such substituted Car shall commence upon delivery of such substituted Car to Lessee.

B. In the event that any of the Cars, or the fittings, appliances or appurtenances thereto, shall be damaged, ordinary wear and tear excepted, or destroyed either as a result of the acts of a Lessee's employees, agents or customers or from any commodity or other material loaded therein or thereon, Lessee agrees to assume financial responsibility for such damage or destruction.

C. Lessor shall not be liable for any loss of or damage to commodities, or any part thereof, loaded or shipped in or on the Cars, and Lessee agrees to assume financial responsibility for, to indemnify Lessor against, and to save it harmless from any such loss or damage.

9. POSSESSION AND USE

A. Lessee shall (i) preserve the Cars in good condition; (ii) use the Cars solely for the purpose for which the Cars are intended as specified in the applicable Schedule; (iii) maintain records for any Maintenance performed on any Car in accordance with Interchange Rules (iv) comply with all government laws, regulations, requirements and rules including, but not limited to the Interchange Rules and the rules of the FRA with respect to the use and operation of each Car.

B. Lessee shall not, directly or indirectly, (i) encumber or dispose of any Car or any part of any Car or permit any lien or encumbrance to be entered or levied upon any Car or this Agreement; (ii) alter or modify in any way the physical structure of the Car; (iii) use or permit the Cars to be used or maintained outside the United States for greater than a temporary or incidental use; (iv) use any Car in unit train service or other designated high mileage usage unless the applicable Schedule

provides otherwise; (v) permit any Car to be loaded with any hazardous material, hazardous commodity, hazardous waste or hazardous substance.

C. Lessee agrees to indemnify Lessor and shall, on demand, promptly reimburse Lessor on an After-Tax Basis for any costs, duties, loss of depreciation, penalties and interest suffered by Lessor due to use of any Car outside the United States. This obligation survives the expiration or earlier termination of any Schedule and this Agreement.

D. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; PROVIDED, HOWEVER, THAT LESSEE MAY NOT WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR PLEDGE OR ASSIGN THIS AGREEMENT OR ANY OF ITS RIGHTS OR OBLIGATIONS HEREUNDER OR SUBLEASE OR ASSIGN ANY CARS TO ANY PARTY. Any purported assignment or sublease in violation hereof shall be void.

E. In the event the U.S. Department of Transportation, or any other governmental agency or non-governmental organization having jurisdiction over the operation, safety or use of railroad equipment, requires that Lessor add, modify or in any manner adjust the Cars subject to this Agreement in order to qualify them for operation in railroad interchange, Lessee agrees to pay an additional monthly charge of \$2.00 per Car for each \$100 expended by Lessor on such Car, or such other monthly charge in lieu thereof, as may be provided for Modifications in any Schedule hereto, in any case effective as of the date the Car is released from the shop after application of such additions, modifications or adjustments (hereinafter the "Modifications"). No rental credits will be issued on Cars entering the shop for any Modifications.

#### 10. DEFAULT; REMEDIES.

If Lessee fails to pay when due any rent or other amount required to be paid by this Agreement or to perform any of its other obligations under this Agreement, or if a petition in bankruptcy or for reorganization or similar proceeding is filed by or against Lessee, then Lessor may exercise any one or more of the following remedies and any additional rights and remedies permitted by law (none of which shall be exclusive) and shall be entitled to recover all its costs and expenses including attorneys' fees in enforcing its rights and remedies:

A. Terminate this Agreement and recover damages; and/or

B. Proceed by any lawful means to enforce performance by Lessee of this Agreement; and/or

C. By notice in writing to Lessee, terminate Lessee's right to possession and use of some or all of the Cars, whereupon all right and interest of Lessee in such Cars shall terminate; thereupon Lessee shall at its expense promptly return such Cars to Lessor at such place as Lessor shall designate and in the condition required as provided in Section 11 of this Agreement; or if Lessee does not so promptly return the Cars on demand, Lessor may enter upon any premises where the Cars may be located and take possession of such Cars free from any right of Lessee; and/or

D. Proceed to recover from Lessee any and all amounts which under the terms of this Agreement may be then due or which may have accrued to the date of termination and also to recover forthwith from Lessee (a) as representing actual loss incurred by Lessor, damages for loss of the bargain and not as a penalty, a sum, with respect to each Car which represents the then present value of all rent for such Car which would otherwise have accrued hereunder from the date of such

termination to the end of the term of this Agreement as to such Car, such present value to be computed in each case on the basis of a six percent (6%) per annum discount, compounded annually from the respective dates upon which rents would have been payable hereunder had this Agreement not been terminated, and (b) any damages and expenses, in addition thereto which Lessor shall have sustained by reason of the breach of any covenant or covenants of this Agreement.

E. Lease, sell or otherwise dispose of the Cars to such persons, at such price, rental or other consideration and for such period as Lessor shall elect. Lessor shall apply the proceeds from such leasing, sale or other disposition, less all costs and expenses incurred in the recovery, repair, storage, renting, sale or disposition of such Cars (including costs and expenses in connection with any bankruptcy proceeding involving Lessee and/or the Cars, including relief from stay motions, cash collateral disputes, assumption/rejection motions and disputes concerning any proposed disclosure statement and plan proposed during any such bankruptcy proceeding) toward the payment of Lessee's obligations hereunder. Lessee shall remain liable for any deficiency.

F. Lessor's failure to exercise or delay in exercising any right, power or remedy available to Lessor shall not constitute a waiver or otherwise affect or impair its rights to the future exercise of any such right, power or remedy.

#### 11. EXPIRATION OR OTHER TERMINATION

A. Return of Cars. Upon the expiration or earlier termination of this Agreement with respect to any Car, Lessee, at its sole expense, shall return such Car to Lessor at the location(s) designated by Lessor.

B. Condition Upon Return. Lessee, shall return each such Car to Lessor (i) in interchange condition in accordance with Interchange Rules and FRA rules and regulations in effect on the date the Cars are returned to Lessor and free of AAR Interchange Rule 95 damage; (ii) free from all accumulations or deposits from commodities transported in or on it while in the service of Lessee; (iii) suitable for loading the commodities allowed in the applicable Schedule; (iv) with respect to the specific parts or equipment specified in Section 7 of the applicable Schedule, in as good condition, order and repair as when delivered to Lessee. In addition, Lessee shall have removed all existing company logos of Lessee, and shall comply with the provisions of each applicable Section of each Schedule.

C. Inspection. Lessor may inspect any Car which is returned to it for up to thirty (30) business days after return in accordance with Section 11A hereof. Lessee shall be entitled to participate in any such inspection, provided that Lessee shall not interfere with the conduct of such inspection. Unless Lessee shall notify Lessor within 7 days of Lessor's inspection of any Car then Lessee shall be deemed to be in agreement with the results of Lessor's inspection. Lessee agrees to pay Lessor within 30 days of receipt of an invoice for Maintenance or cleaning for which Lessee is responsible. If any Car is not inspected by Lessor and is rejected by the subsequent user or purchaser of such Car within thirty (30) days of the return of the Car to Lessor in accordance with the provisions of Section 11A hereof because such Car is not in the condition required hereunder, then Lessee agrees to pay Lessor within 30 days of receipt of an invoice for Maintenance or cleaning for which Lessee is responsible.

#### 12. LIABILITY ARISING OUT OF USE AND OPERATION OF CARS.

Lessee agrees to defend, indemnify and hold Lessor and its affiliates, and their respective agents, directors, officers, employees, successors and assigns harmless from and against any claim (including without limitation relating to environmental matters) of whatsoever nature and regardless of the cause thereof arising out of this Agreement or in connection with or resulting from the delivery, possession, ownership, leasing, condition, use, loss of use, maintenance, return or operation of the Cars during the Lease Term or arising out of Lessee's default hereunder, excepting, however, any claim which accrues with respect to any of the Cars (i) while such Car is in a repair shop undergoing repairs, that are not necessitated by Lessee's acts or omissions or any breach by Lessee of its obligations hereunder, or that are not otherwise the responsibility of Lessee hereunder, or (ii) which is attributable to the sole active gross negligence or willful misconduct of Lessor, its agents or employees. The indemnities set forth in this Section 12 shall survive the expiration or other termination of this Agreement.

13. DISCLAIMER OF WARRANTIES.

LESSOR'S OBLIGATIONS WITH RESPECT TO THE CARS ARE EXPRESSLY LIMITED TO THOSE SET FORTH IN THIS AGREEMENT, AND LESSOR MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. LESSOR MAKES NO WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE, NOR SHALL LESSOR HAVE ANY LIABILITY FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR IN CONNECTION WITH ANY CAR. LESSEE SHALL BE SOLELY RESPONSIBLE FOR DETERMINING THAT THE SPECIFICATIONS AND DESIGN OF ANY CAR ARE APPROPRIATE FOR THE COMMODITIES LOADED THEREIN.

14. MISCELLANEOUS

A. Financial Reports. Lessee shall promptly furnish to Lessor the annual report or audited financial statements of Lessee and its parent company not more than 120 days after the end of its fiscal year and any other financial information with respect to Lessee and its parent company as Lessor may reasonably request from time to time.

B. Assignment. All rights and obligations of Lessor under this Agreement and any Schedule and Lessor's interest in the Cars subject to such Schedule and in the rent and other amounts payable with respect thereto may be assigned, pledged or transferred in whole, without notice to or consent by Lessee, and Lessee's rights hereunder are and shall at all times be subject and subordinate to any and all rights of any assignee, mortgagee or security holder, and pledgee or transferee, and Lessee agrees that any such assignee, transferee or pledgee shall be entitled to all the privileges, powers and immunities of Lessor. If requested, Lessee shall evidence its consent to the foregoing by executing a consent and agreement in form and substance satisfactory to Lessor and its assignee, pledgee or transferee. However, no consent by Lessee is required to any transfer, pledge or assignment.

C. Further Assurances. Both parties agree to execute the documents contemplated by this transaction and such other documents as may be required in furtherance of any financing agreement entered into by Lessor or its assignees in connection with the acquisition, financing or use of the Cars.

D. Recording. Lessee shall sign a Memorandum of this Agreement in form and substance satisfactory to Lessor for filing and recordation with the STB in accordance with 49 U.S.C. 11301.

E. No Waiver. No delay, waiver, indulgence or partial exercise by Lessor of any right, power, or remedy shall preclude any further exercise thereof or the exercise of any additional right, power or remedy.

F. Notices. Any notices required or permitted to be given hereunder shall be deemed given when sent by telecopy, by overnight mail using a nationally recognized overnight courier or deposited in United States mail, registered or certified, postage prepaid, addressed to:

Lessor:           The CIT Group/Equipment Financing, Inc.  
30 S. Wacker Drive, Suite 3000  
Chicago, IL 60606  
Attn: Senior Vice President - Rail Group  
Telecopier No. (312) 906-5833

Lessee:           as designated in each Schedule.

or to such other addresses as Lessor may from time to time designate.

G. Time of the Essence. Time is of the essence of this Agreement and of each of its provisions.

H. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

I. Entire Agreement. This Agreement and all other documents, instruments, certificates and agreements executed and delivered pursuant hereto to which either Lessor or Lessee is a party constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes and replaces any prior or contradictory representations, warranties or agreements by Lessor and Lessee.

J. RESTRICTIONS ON ASSIGNABILITY BY LESSEE. Lessee has reviewed the provisions of Section 9D of the Agreement prohibiting or restricting the assignment or other transfer of its interests in the Agreement or the Equipment leased to it and is bound by such provisions as set forth in the Agreement. Lessee agrees that said provisions are made "conspicuous" by this paragraph.

K. Counterparts. This Agreement may be executed in any number of counterparts, and such counterparts together shall constitute one contract.

L. Quiet Enjoyment. Provided Lessee shall not be in default hereunder and conditioned upon Lessee performing all of the terms, conditions and covenants of this Agreement, Lessor will not disturb Lessee's peaceable and quiet possession and use of the Cars during the terms of this Agreement.

M. Applicable Law. The terms of this agreement and all rights and obligations hereunder shall be governed by the laws of the state of New York without regard to New York's choice of law doctrine.

N. Confidentiality. Lessee understands and acknowledges that the information contained in this Agreement is confidential and that Lessor will suffer economic harm if any information is disclosed that relates to the lease term, the amount of rent and the number of Cars being leased. Lessee may only disclose such information to its employees, officers, directors and advisors who have a need to know such information for purposes of this lease, or to the extent necessary to comply with any governmental regulations, court orders or legal process. Without limiting the foregoing, in no event shall Lessee disclose such information to any third party providing management or fleet services to Lessee.

O. Waiver of Trial by Jury. LESSEE AND LESSOR AGREE AND STIPULATE THAT A FAIR TRIAL MAY BE HAD BEFORE A STATE OR FEDERAL JUDGE BY MEANS OF A BENCH TRIAL WITHOUT A JURY. IN VIEW OF THE FOREGOING, AND AS A SPECIFICALLY NEGOTIATED PROVISION OF THIS AGREEMENT, LESSEE AND LESSOR HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT, OR THE TRANSACTIONS RELATED HERETO, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND LESSEE AND LESSOR HEREBY AGREE AND CONSENT THAT EITHER PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

Each party, pursuant to due corporate authority, has caused this Agreement to be executed by its authorized officer or other employee, and each of the undersigned declares under penalty of perjury that he or she holds the title indicated below, that the execution of this Agreement was the free act and deed of the corporation, the foregoing is true and correct and that this Agreement was executed on the date indicated below, and that this Agreement is a legal, valid and binding obligation of each party.

THE CIT GROUP/EQUIPMENT FINANCING, INC.    ADS LOGISTICS, LLC

Lessor

By: [Signature]

Title: SVP Sales

Date: 5/28/09

Lessee

By: [Signature] TERI HOLEMAN

Title: GENERAL MANAGER

Date: 5-20-09

RIDER A TO MASTER RAILCAR LEASE  
dated as of MAY 20, 2009  
by and between  
THE CIT GROUP/EQUIPMENT FINANCING, INC., as Lessor and  
ADS LOGISTICS, LLC, as Lessee

"AAR" shall mean the Association of American Railroads.

"Agreement" shall mean this Master Railcar Lease, as it may be amended, modified or supplemented together with all Schedules.

"After-Tax Basis" shall mean an amount equal to the sum of (i) the amount of the tax to be paid plus (ii) the amount of all taxes, fees and other governmental charges payable by the payee with respect to the receipt or accrual of the amounts described in items (i) and (ii) of this sentence, calculated based on the assumption that the payee is subject to United States Federal income tax at the highest marginal statutory rate applicable to corporations at the time the indemnity is paid or accrued and is subject to United States state and local and (if applicable) foreign income taxes at the actual rates applicable to the payee as certified by an officer of the payee.

"Delivery Location" Location designated on each applicable Schedule.

"FRA" shall mean the Federal Railroad Administration.

"Interchange Condition" shall mean with respect to any Car, the performance standards and criteria for the condition of such Car and its maintenance and repair of such Car as set forth in the Interchange Rules.

"Interchange Rules" mean collectively the Field Manual of the AAR Rules of Interchange and the Office Manual of the AAR Rules of Interchange adopted by the AAR Mechanical Division, Operations, and Maintenance Department, as the same may from time to time be amended, modified or supplemented. References herein to the Interchange Rules provide performance standards and criteria for the condition of the Cars and their maintenance and repair. However, as between Lessor and Lessee, this Agreement, not the Interchange Rules, governs who is responsible for performing Maintenance.

"Maintenance" shall mean all repairs, servicing, maintenance, replacement or furnishing of parts, mechanisms and devices as are needed to keep any Car in good condition and working order and repair, suitable for loading of the commodities listed in the applicable Schedule and in accordance with the Interchange Rules, the FRA rules and the applicable rules of any other applicable regulatory body having jurisdiction over the Cars.

"Property Tax" means any annually recurring tax on personal property that is imposed on the owner of the Cars by any government or other taxing authority within the United States of America, is calculated by reference to the value of the personal property subject to the tax and attributable to any or all of the Cars (whether called an "ad valorem property tax", a "railcar tax", a "mileage tax" or otherwise) plus any and all fines, penalties, additions to tax and/or interest relating thereto.

"Schedule" means any schedule signed by both Lessor and Lessee pursuant to this Agreement, as the same may from time to time be amended, modified, supplemented or extended.

"Settlement Value" with respect to each Car shall mean the value set forth as the Settlement Value" in each Schedule.

"STB" shall mean the Surface Transportation Board.

## SCHEDULE NO. 01

This Schedule No. 01 to that certain Master Railcar Lease (hereinafter as the same may from time to time be amended, modified or supplemented referred to as the "Agreement") dated as of May 20<sup>th</sup>, 2009 between THE CIT GROUP/EQUIPMENT FINANCING, INC., ("Lessor") and ADS LOGISTICS, LLC, ("Lessee") is made as of May 20<sup>th</sup>, 2009 and is effective as of September 1, 2009.

This is counterpart No. 1 of 3 serially numbered manually executed counterparts. To the extent if any that this document constitutes chattel paper under the Uniform Commercial Code, no security interest in this document may be created through transfer and possession of any counterpart other than counterpart No. 1.

Lessor and Lessee agree as follows.

1. Capitalized Terms. This Schedule incorporates the terms and conditions of the above-referenced Agreement. All capitalized terms defined in the Agreement shall have the meanings defined therein when used in this Schedule No. 01 except that the term "Cars" as used herein shall only refer to the equipment described in this Schedule unless otherwise indicated.
2. Cars Leased. Lessor hereby leases the following cars to Lessee subject to the terms and conditions of the Agreement and this Schedule.

<u>Quantity</u>	<u>Equipment Description</u>	<u>Reporting Marks and Numbers</u>
25	42' Single Trough Covered Coil Gondola	See Schedule A attached.

3. Acceptance. The Cars are currently in the possession, use and service of Lessee and therefore, are deemed accepted without any further actions by either party under the Agreement and this Schedule.
4. Lease Commencement Date. September 1, 2009
5. Expiration Date. August 31, 2010
6. Commodities to be carried. Lessee will use the Cars for carrying only steel coils.
7. Lessee Maintenance Items. Notwithstanding anything to the contrary contained herein, Lessee shall, at its expense, perform in a timely manner Maintenance for (i) covers, (ii) six (6) cross bar load restraining devices and the wooden liner for each Car, (iii) broken corner connections, (iv) bowed ends and sides, (v) interior lading devices, (vi) appurtenances, and (vii) removable parts of the items listed in clauses (i) through (vi) hereof.
8. Remarketing Responsibility. Not applicable. Cars shall bear Lessor designated marks.



9. Delivery Location. Not applicable. Cars are already in service with Lessee.
10. Rent. (a) Lessee shall pay Lessor a fixed rent of \$250.00 per Car per month, payable in advance. Rent payable for any period which is less than a full month shall be prorated. Rent shall commence under this Schedule on September 1, 2009 ("Rent Commencement Date").
- (b) In the event that the miles traveled by all Cars under this Schedule average more than 40,000 miles in any twelve-month rolling period (prorated accordingly), Lessee shall pay Lessor \$0.04 per Car, per mile for each mile over 40,000.
11. Settlement Value. The amount payable to the owner of the Car under Interchange Rule 107.
12. Return Provisions In addition to any other obligations set forth in the Agreement, upon the expiration of this Schedule No. 01, Lessee shall return the Cars to a location specified by Lessor. Lessee shall provide Lessor at least thirty (30) days written notice prior to the return of any Car. Cars will be returned cleaned of all commodity or build-up, in or on the railcars, and in interchange condition per the then current AAR and FRA regulations. Each Car shall be returned with; (i) its original cover, (ii) six (6) cross bar load restraining devices per Car, and (iii) the wooden liner provided with each Car shall be in serviceable condition. Prior to such return, Lessee shall remove all of its logos and/or insignia from the Cars and the covers and restore and repair damage caused by such removal and if such logos and/or insignia are not removed, Lessee shall reimburse Lessor for the costs of such removal and repair. For purposes of Section 11B of the Agreement, the phrase to "in as good condition, order and repair as when delivered to Lessee" shall mean the condition, order and repair of the Cars as when originally delivered under that certain Master Railcar Service and Lease Agreement No. 0351903 dated August 31, 2000 between Lessor as successor in interest to Bombardier Capital Rail Inc. and Lessee.
13. Lessee Notice.
- ADS Logistics, LLC  
8190 Roll & Hold Parkway  
Macedonia, OH 44056  
Attention: Jerry Holeman  
Telephone: 330-468-2227  
Email: gholeman@adslogistics.com

14. Special Conditions.

- 1) Loading Authority. Whenever approval of the originating line haul carrier is required in order that Cars may be placed in service pursuant to then current AAR Rules, Lessee shall obtain such approval, and this Agreement shall continue in full force and effect notwithstanding any withdrawal or modifications of such approval or failure to obtain such approval.
- 2) Transportation Expenses. Transportation Expenses associated with returning the Cars at lease expiration shall be for Lessee's account.

Each party, pursuant to due corporate authority, has caused this Schedule to be executed by its authorized officer or other employee, and each of the undersigned declares under penalty of perjury that he or she holds the title indicated below, that the execution of this Schedule was the free act of the corporation, the foregoing is true and correct and that this schedule was executed on the date indicated below.

THE CIT GROUP/  
EQUIPMENT FINANCING, INC.  
Lessor

By: [Signature]  
Title: SVP Lending  
Date: 5-28-09

ADS LOGISTICS, LLC

Lessee  
By: [Signature]  
Title: GENERAL MANAGER  
Date: 5-20-09

**Schedule A**

**Quantity**

25

**Equipment Description**

42' Single Trough  
Covered Coil Gondola

**Reporting Marks and  
Numbers**

A list of reporting marks and  
numbers will be provided once  
all the Cars covered hereunder  
have delivered.

MEMORANDUM OF RAILCAR LEASE

THIS MEMORANDUM OF RAILCAR LEASE dated as of this 20 day of May, 2009, is made by THE CIT GROUP/EQUIPMENT FINANCING, INC., a Delaware corporation, with an address at 30 South Wacker Drive, Suite 3000, Chicago, Illinois 60606 (the "Lessor"), and ADS LOGISTICS, LLC, a Delaware limited liability company with an address at 8190 Roll & Hold Parkway, Macedonia, OH 44056 (the "Lessee" and, together with the Lessor, the "Parties").

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, the Lessor and the Lessee are parties to that certain Master Railcar Lease (the "Master Lease") dated as of May 20<sup>th</sup>, 2009 and Schedule No. 01 thereto dated as of May 20, 2009 (the "Schedule"); the Schedule and the Master Lease to the extent relating to the Schedule, are hereinafter referred to as the "Lease") covering the equipment listed on Schedule A hereto (the "Equipment"), and

WHEREAS, the Parties wish to show for the public record the existence of the aforesaid Lease, and the respective interests therein of the parties and accordingly the Parties have caused this memorandum to be executed by their respective duly authorized officers, as of the date first above written,

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties hereto, by this instrument the Lessor hereby leases and confirms the lease of the Equipment to the Lessee in accordance with the terms and conditions of the Lease, and the Lessee confirms and accepts such terms and conditions, which are incorporated by reference as if fully set forth herein.

I certify that I hold the title set forth below, that this instrument was signed on behalf of the Lessor by authority of its Board of Directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Lessor. I further declare under penalty of perjury that the foregoing is true and correct.

THE CIT GROUP/EQUIPMENT FINANCING, INC.

By: [Signature]  
Name: Teddy T Lytle  
Title: SVP Leasing

I certify that I hold the title set forth below, that this instrument was signed on behalf of the Lessee by authority of its Board of Directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Lessee. I further declare under penalty of perjury that the foregoing is true and correct.

ADS LOGISTICS, LLC

By: [Signature]  
Name: JERRI HULENIAI  
Title: GENERAL MANAGER

Schedule A

<u>Quantity</u>	<u>Equipment Description</u>	<u>Reporting Marks and Numbers</u>
25	42' Single Trough Covered Coil Gondola	A list of reporting marks and numbers will be provided once all the Cars covered hereunder have delivered.

**Exhibit B**  
**ADS Logistics, LLC**

**Invoices**

[See Attached]



## RENT INVOICE

The CIT Group/Capital Finance, Inc.  
CIT Rail Resources  
30 South Wacker, Ste. 3000  
Chicago, Illinois 60606

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ADS Logistics, LLC  
Attention: Accounts Payable  
935 West 175th Street  
Homewood, IL 60430-2028 US

**Invoice No:** 147658  
**Invoice Date:** 07/07/2009  
**Due Date:** Upon Receipt  
**Service Period:** 08/01/2009 - 08/31/2009

	AMOUNT DUE
ADS01001 Base Rent 25 car(s) at 580.00 for period 08/01/2009 - 08/31/2009 Ref No: Bombardier Contract # 015-0351903-001	\$14,500.00
ADS01001 Car Hire Credits Car Hire Credit for March 2009 Period Ref No: Bombardier Contract # 015-0351903-001	(\$13,331.15)
<b>Total Amount Due:</b>	<b>\$1,168.85</b>

For payments Bank: JPMorgan Chase Bank  
by wire: Acct Name: The CIT Group Equipment Financing, Inc., RAIL  
Acct Number: 304-680117  
ABA Number: 021-000-021

Please reference invoice # 147658 with payment

For payments The CIT Group/Capital Finance, Inc.  
by check: P. O. Box 4339  
Church Street Station  
New York, NY 10261-4339

Please reference invoice # 147658 with payment

Please direct all inquiries concerning this invoice to:  
or:

Michael Berkowitz at (312)906-5702  
Hemal Patel at (312)906-5738

Please send correspondence to: The CIT Group/Capital Finance, Inc. \* CIT Rail Resources \* 30 South Wacker, Ste. 3000 \* Chicago, IL 60606

# Car Detail

Invoice Number: 147658

Assignment: ADS01001

Car Initial - Number	Delivery Date	Return Date	Rent Per Car	Prorated Rent Amt	Total
TR 601250	09/01/2006		\$580.00	\$580.00	\$580.00
TR 601251	09/01/2006		\$580.00	\$580.00	\$580.00
TR 601252	09/01/2006		\$580.00	\$580.00	\$580.00
TR 601253	09/01/2006		\$580.00	\$580.00	\$580.00
TR 601254	08/01/2006		\$580.00	\$580.00	\$580.00
TR 601255	08/01/2006		\$580.00	\$580.00	\$580.00
TR 601256	09/01/2006		\$580.00	\$580.00	\$580.00
TR 601257	09/01/2006		\$580.00	\$580.00	\$580.00
TR 601258	09/01/2006		\$580.00	\$580.00	\$580.00
TR 601259	09/01/2006		\$580.00	\$580.00	\$580.00
TR 601260	09/01/2006		\$580.00	\$580.00	\$580.00
TR 601261	09/01/2006		\$580.00	\$580.00	\$580.00
TR 601262	09/01/2006		\$580.00	\$580.00	\$580.00
TR 601263	09/01/2006		\$580.00	\$580.00	\$580.00
TR 601264	09/01/2006		\$580.00	\$580.00	\$580.00
TR 601265	09/01/2006		\$580.00	\$580.00	\$580.00
TR 601266	09/01/2006		\$580.00	\$580.00	\$580.00
TR 601267	09/01/2006		\$580.00	\$580.00	\$580.00
TR 601268	09/01/2006		\$580.00	\$580.00	\$580.00
TR 601269	09/01/2006		\$580.00	\$580.00	\$580.00
TR 601270	09/01/2006		\$580.00	\$580.00	\$580.00
TR 601271	09/01/2006		\$580.00	\$580.00	\$580.00
TR 601272	09/01/2006		\$580.00	\$580.00	\$580.00



Car Detail

Invoice Number: 147658

Assignment: ADS01001

Car Initial - Number	Delivery Date	Return Date	Rent Per Car	Prorated Rent Amt	Total
TR 601273	09/01/2006		\$580.00	\$580.00	\$580.00
TR 601274	09/01/2006		\$580.00	\$580.00	\$580.00
# of Cars for ADS01001 = 25			Sub-Total	\$14,500.00	\$14,500.00
Total # of Cars = 25			Total	\$14,500.00	\$14,500.00



## RENT INVOICE

The CIT Group/Capital Finance, Inc.  
CIT Rail Resources  
30 South Wacker, Ste. 3000  
Chicago, Illinois 60606

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ADS Logistics, LLC  
Attention: Accounts Payable  
935 West 175th Street  
Homewood, IL 60430-2028 US

Invoice No: 148263  
Invoice Date: 07/21/2009  
Due Date: Upon Receipt  
Service Period: 09/01/2009 - 09/30/2009

		AMOUNT DUE
ADS01001 Base Rent Ref No: Bombardier Contract # 015-0351903-001 25 car(s) at 250.00 for period 09/01/2009 - 09/30/2009		\$6,250.00
For payments Bank: JPMorgan Chase Bank by wire: Acct Name: The CIT Group Equipment Financing, Inc., RAIL Acct Number: 304-680117 ABA Number: 021-000-021		Total Amount Due: \$6,250.00

Please reference invoice # 148263 with payment

For payments The CIT Group/Capital Finance, Inc.  
by check: P. O. Box 4339  
Church Street Station  
New York, NY 10261-4339

Please reference invoice # 148263 with payment

Please direct all inquiries concerning this invoice to:  
or:

Michael Berkowitz at (312)906-5702  
Hemal Patel at (312)906-5738

Please send correspondence to: The CIT Group/Capital Finance, Inc. \* CIT Rail Resources \* 30 South Wacker, Ste. 3000 \* Chicago, IL 60606

## Car Detail

Invoice Number: 148263

Assignment: ADS01001

Car Initial - Number	Delivery Date	Return Date	Rent Per Car	Prorated Rent Amt	Total
TR 601250	09/01/2006		\$250.00	\$250.00	\$250.00
TR 601251	09/01/2006		\$250.00	\$250.00	\$250.00
TR 601252	09/01/2006		\$250.00	\$250.00	\$250.00
TR 601253	09/01/2006		\$250.00	\$250.00	\$250.00
TR 601254	09/01/2006		\$250.00	\$250.00	\$250.00
TR 601255	09/01/2006		\$250.00	\$250.00	\$250.00
TR 601256	09/01/2006		\$250.00	\$250.00	\$250.00
TR 601257	09/01/2006		\$250.00	\$250.00	\$250.00
TR 601258	09/01/2006		\$250.00	\$250.00	\$250.00
TR 601259	09/01/2006		\$250.00	\$250.00	\$250.00
TR 601260	09/01/2006		\$250.00	\$250.00	\$250.00
TR 601261	09/01/2006		\$250.00	\$250.00	\$250.00
TR 601262	09/01/2006		\$250.00	\$250.00	\$250.00
TR 601263	09/01/2006		\$250.00	\$250.00	\$250.00
TR 601264	09/01/2006		\$250.00	\$250.00	\$250.00
TR 601265	09/01/2006		\$250.00	\$250.00	\$250.00
TR 601266	09/01/2006		\$250.00	\$250.00	\$250.00
TR 601267	09/01/2006		\$250.00	\$250.00	\$250.00
TR 601268	09/01/2006		\$250.00	\$250.00	\$250.00
TR 601269	09/01/2006		\$250.00	\$250.00	\$250.00
TR 601270	09/01/2006		\$250.00	\$250.00	\$250.00
TR 601271	09/01/2006		\$250.00	\$250.00	\$250.00
TR 601272	09/01/2006		\$250.00	\$250.00	\$250.00

Car Detail

Invoice Number: 148263

Assignment: ADS01001

Car Initial - Number	Delivery Date	Return Date	Rent Per Car	Prorated Rent Amt
TR 601273	09/01/2006		\$250.00	\$250.00
TR 601274	09/01/2006		\$250.00	\$250.00
# of Cars for ADS01001 = 25			Sub-Total	\$6,250.00
Total # of Cars = 25			Total	\$6,250.00

Total	\$250.00
	\$250.00
	\$6,250.00
	\$6,250.00



## MAINTENANCE REBILL INVOICE

The CIT Group/Capital Finance, Inc.  
CIT Rail Resources  
30 South Wacker, Ste. 3000  
Chicago, Illinois 60606

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ADS Logistics, LLC  
Attention: Accounts Payable  
935 West 175th Street  
Homewood, IL 60430-2028 US

**Invoice No:** 150255

**Invoice Date:** 08/18/2009

**Due Date:** Upon Receipt

**Service Period:** 06/01/2009 - 06/30/2009

JUNE MAINTENANCE REBILLS 2009	AMOUNT DUE
ADS01001 Maintenance Bills TR 601252	\$235.75
<b>Total Amount Due: \$235.75</b>	

For payments by wire: Bank: JPMorgan Chase Bank  
Acct Name: The CIT Group Equipment Financing, Inc., RAIL  
Acct Number: 304-680117  
ABA Number: 021-000-021

Please reference invoice # 150255 with payment

For payments by check: The CIT Group/Capital Finance, Inc.  
P. O. Box 4339  
Church Street Station  
New York, NY 10261-4339

Please reference invoice # 150255 with payment

Please direct all inquiries concerning this invoice to:  
or:

Tony Manrique at (312)906-5735  
David Albright at (308)760-8897

Please send correspondence to: The CIT Group/Capital Finance, Inc. \* CIT Rail Resources \* 30 South Wacker, Ste. 3000 \* Chicago, IL 60606



## FREIGHT REBILL INVOICE

The CIT Group/Capital Finance, Inc.  
CIT Rail Resources  
30 South Wacker, Ste. 3000  
Chicago, Illinois 60606

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ADS Logistics, LLC  
Attention: Accounts Payable  
935 West 175th Street  
Homewood, IL 60430-2028 US

Invoice No: 150678  
Invoice Date: 08/27/2009  
Due Date: Upon Receipt

	AMOUNT DUE
ADS01001 Freight Bills TR 601252	\$1,001.00
For payments Bank: JPMorgan Chase Bank by wire: Acct Name: The CIT Group Equipment Financing, Inc., RAIL Acct Number: 304-680117 ABA Number: 021-000-021	
Total Amount Due:	
\$1,001.00	

Please reference invoice # 150678 with payment

For payments The CIT Group/Capital Finance, Inc.  
by check: P. O. Box 4339  
Church Street Station  
New York, NY 10261-4339

Please reference invoice # 150678 with payment

Please direct all inquiries concerning this invoice to:

Charlie Burdick at (312)906-5704

Please send correspondence to: The CIT Group/Capital Finance, Inc. \* CIT Rail Resources \* 30 South Wacker, Ste. 3000 \* Chicago, IL 60606

**Exhibit C**  
**ADS Logistics, LLC**

**Pre Petition Claim**

<b>Invoice Date</b>	<b>Invoice Number</b>	<b>Contract Number</b>	<b>Contract Details</b>	<b>Invoice Amount</b>
7/7/2009	147658	044-1000801-001	Rental	\$ 1,168.85
7/21/2009	148263	044-1000801-001	Rental	\$ 208.33 *
8/18/2009	150255	044-1000801-001	Maintenance	\$ 235.75
8/27/2009	150678	044-1000801-001	Freight	\$ 1,001.00
<b>Subtotal:</b>				<b>\$ 2,613.93</b>

\*Invoice amount of \$6,250 pro-rated to reflect pre-petition (1 day) portion only

**Rejection Claim**

See following page for calculation **\$ 74,791.67**

**Total: \$ 77,405.60**

**Exhibit C - continued**  
**ADS Logistics, LLC**

**Rejection Claims**

**Rent**

	<u># Cars</u>	<u>Start Date</u>	<u>End Date</u>	<u># months</u>	<u>Rent</u>	<u>Total</u>
ADS01001	25	9/2/2009	9/30/2009	1	\$ 250	6,041.67 *
	25	10/1/2009	8/31/2009	11	\$ 250	68,750.00
						<hr/>
				<b>Total</b>		<b>74,791.67</b>

\*Amount pro-rated to reflect post-rejection/partial month (29 days) portion only

**Freight**

TBD

**Cleaning/Repair**

TBD